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(AbacusNext), Revolver2024-06-300001782524Abron Group Holdings, LLC, Delayed Draw Term Loan2024-06-300001782524Advarra Holdings, Inc., Delayed Draw Term Loan2024-06-300001782524Alert Media, Inc., Revolver2024-06-300001782524Amerilife Holdings, LLC, Delayed Draw Term Loan2024-06-300001782524Any Hour, LLC, Delayed Draw Term Loan2024-06-300001782524Any Hour, LLC, Revolver2024-06-300001782524Apex Service Partners, LLC, Delayed Draw Term Loan2024-06-300001782524Apex Service Partners, LLC, Revolver2024-06-300001782524Appfire Technologies, LLC, Delayed Draw Term Loan2024-06-300001782524Appfire Technologies, LLC, Revolver2024-06-300001782524Appltoils, Inc., Revolver2024-06-300001782524Aptean, Inc., Revolver2024-06-300001782524Aptean, Inc., Delayed Draw Term Loan2024-06-300001782524Artifac Bidco, Inc, Revolver2024-06-300001782524Artifac Bidco, Inc, Delayed Draw Term Loan2024-06-300001782524Artifac Bidco, Inc, Revolver2024-06-300001782524Assembly Intermediate, LLC, Delayed Draw Term Loan2024-06-300001782524Associations, Inc., Delayed Draw Term Loan2024-06-300001782524Associations, Inc., Revolver2024-06-300001782524Atlas Us Finco, Inc., Revolver2024-06-300001782524Avalara, Inc., Revolver2024-06-300001782524Bottomline Technologies, Inc., Revolver2024-06-300001782524Bradyfys Holdings, LLC, Delayed Draw Term Loan2024-06-300001782524Bradyfys Holdings, LLC, Revolver2024-06-300001782524Bridgepointe Technologies, LLC, Delayed Draw Term Loan2024-06-300001782524Bullhorn, Inc., Delayed Draw Term Loan2024-06-300001782524Bullhorn, Inc., Revolver2024-06-300001782524COP Collisionright Parent, LLC, Delayed Draw Term Loan2024-06-300001782524Bullhorn, Inc., Revolver2024-06-300001782524CLEO Communications Holding, LLC, Revolver2024-06-300001782524COP Collisionright Parent, LLC, Delayed Draw

Term Loan2024-06-300001782524COP Collisionright Parent, LLC, Revolver2024-06-300001782524Caerus US 1, Inc., Delayed Draw Term Loan2024-06-300001782524Caerus US 1, Inc., Revolver2024-06-300001782524Catalis Intermediate, Inc., Revolver2024-06-300001782524Cerity Partners, LLC, Delayed Draw Term Loan2024-06-300001782524Cerity Partners, LLC, Revolver2024-06-300001782524Chase Intermediate, LLC, Delayed Draw Term Loan2024-06-300001782524Chase Intermediate, LLC, Revolver2024-06-300001782524Citrin Cooperman Advisors, LLC, Delayed Draw Term Loan2024-06-300001782524Conсор Intermediate II, LLC, Delayed Draw Term Loan2024-06-300001782524Conсор Intermediate II, LLC, Revolver2024-06-300001782524Coupa Holdings, LLC, Delayed Draw Term Loan2024-06-300001782524Coupa Holdings, LLC, Revolver2024-06-300001782524Cyara AcquisitionCo, LLC, Revolver2024-06-300001782524Diligent Corporation, Delayed Draw Term Loan2024-06-300001782524Diligent Corporation, Revolver2024-06-300001782524Dwyer Instruments, Inc., Delayed Draw Term Loan2024-06-300001782524Dwyer Instruments, Inc., Revolver2024-06-300001782524E-Discovery AcquireCo, LLC, Revolver2024-06-300001782524EVDР Purchaser, Inc., Delayed Draw Term Loan2024-06-300001782524EVDР Purchaser, Inc., Revolver2024-06-300001782524Encore Holdings, LLC, Delayed Draw Term Loan2024-06-300001782524Encore Holdings, LLC, Revolver2024-06-300001782524Energy Labs Holdings Corp., Delayed Draw Term Loan2024-06-300001782524Energy Labs Holdings Corp., Revolver2024-06-300001782524Essential Services Holding Corporation, Delayed Draw Term Loan2024-06-300001782524Essential Services Holding Corporation, Revolver2024-06-300001782524Excelitas Technologies Corp., Delayed Draw Term Loan2024-06-300001782524Excelitas Technologies Corp., Revolver2024-06-300001782524FLS Holding, Inc., Revolver2024-06-300001782524FMG Suite Holdings, LLC, Revolver2024-06-300001782524FORTIS Solutions Group, LLC, Delayed Draw Term Loan2024-06-300001782524FORTIS Solutions Group, LLC, Revolver2024-06-300001782524Formstack Acquisition Co, Delayed Draw Term Loan2024-06-300001782524Formstack Acquisition Co, Revolver2024-06-300001782524Foundation Risk Partners Corp., Delayed Draw Term Loan2024-06-300001782524Foundation Risk Partners Corp., Revolver2024-06-300001782524Fullsteam Operations, LLC, Delayed Draw Term Loan2024-06-300001782524Fullsteam Operations, LLC, Revolver2024-06-300001782524GC Waves Holdings, Inc., Delayed Draw Term Loan2024-06-300001782524GC Waves Holdings, Inc., Revolver2024-06-300001782524GI DI Cornfield Acquisition LLC, Delayed Draw Term Loan2024-06-300001782524GPS Merger Sub, LLC, Delayed Draw Term Loan2024-06-300001782524GPS Merger Sub, LLC, Revolver2024-06-300001782524GS AcquisitionCo, Inc., Delayed Draw Term Loan2024-06-300001782524GS AcquisitionCo, Inc., Revolver2024-06-300001782524GSM Acquisition Corp. 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(Thrive Networks), Revolver2024-06-300001782524Tidi Legacy Products, Inc., Delayed Draw Term Loan2024-06-300001782524Tidi Legacy Products, Inc., Revolver2024-06-300001782524Trintech, Inc., Revolver2024-06-300001782524Triple Lift, Inc., Revolver2024-06-300001782524Trunk Acquisition, Inc., Revolver2024-06-300001782524Two Six Labs, LLC, Delayed Draw Term Loan2024-06-300001782524Two Six Labs, LLC, Revolver2024-06-300001782524US Infra Svcs Buyer, LLC, Revolver2024-06-300001782524United Flow Technologies Intermediate Holdco II, LLC, Delayed Draw Term Loan2024-06-300001782524United Flow Technologies Intermediate Holdco II, LLC, Revolver2024-06-300001782524VRC Companies, LLC, Delayed Draw Term Loan2024-06-300001782524VRC Companies, LLC, Revolver2024-06-300001782524Vardiman Black Holdings, LLC, Delayed Draw Term Loan2024-06-300001782524Vehlo Purchaser, LLC, Delayed Draw Term Loan2024-06-300001782524Vehlo Purchaser, LLC, Revolver2024-06-300001782524Vensure Employer Services, Inc., Delayed Draw Term Loan2024-06-300001782524Verdantas LLC, Delayed Draw Term Loan2024-06-300001782524Verdantas LLC, Revolver2024-06-300001782524Vertex Service Partners, LLC, Delayed Draw Term Loan2024-06-300001782524Vertex Service Partners, LLC, Revolver2024-06-300001782524Vessco Midco Holdings, LLC, Revolver2024-06-300001782524World Insurance Associates, LLC, Revolver2024-06-300001782524YI, LLC, Delayed Draw Term Loan2024-06-300001782524YI, LLC, Revolver2024-06-300001782524Zarya Intermediate, LLC, Revolver2024-06-300001782524CIMs, Inc., Delayed Draw Term Loan2024-06-300001782524CIMs, Inc., Revolver2024-06-300001782524msdlf:UnfundedDebtSecuritiesFirstLienMember2023-12-310001782524msdlf:DelayedDrawAndRevolvingSeniorSecuredLoansMember2024-06-300001782524msdlf:UnfundedDebtSecuritiesMember2024-06-300001782524Jonathan Acquisition Company2023-12-310001782524Mantech International CP 12023-12-310001782524Mantech International CP 12023-12-310001782524Mantech International CP 32023-12-310001782524PCX Holding 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Holdings Corp. 2023-12-310001782524ARI Network Services, Inc. 12023-12-310001782524ARI Network Services, Inc. 32023-12-310001782524Summit Buyer, LLC 12023-12-310001782524Summit Buyer, LLC 2023-12-310001782524Summit Buyer, LLC 32023-12-310001782524Turbo Buyer, Inc. 12023-12-310001782524Turbo Buyer, Inc. 2023-12-310001782524msdlf:AutomobilesSectorMembersmsdlf:DebtSecuritiesFirstLienMember2023-12-310001782524GraphPad Software, LLC 12023-12-310001782524GraphPad Software, LLC 12023-12-310001782524msdlf:BiotechnologySectorMembersmsdlf:DebtSecuritiesFirstLienMember2023-12-310001782524Tank Holding Corp. 12023-12-310001782524Tank Holding Corp. 2023-12-310001782524Tank Holding Corp. 32023-12-310001782524V Global Holdings, LLC 12023-12-310001782524V Global Holdings, LLC 2023-12-310001782524us-gaap:ChemicalsSectorMembersmsdlf:DebtSecuritiesFirstLienMember2023-12-310001782524365 Retail Markets, LLC 12023-12-310001782524365 Retail Markets, LLC 2023-12-310001782524BPG Holdings IV Corp.2023-12-310001782524Encore Holdings, LLC 12023-12-310001782524Encore Holdings, LLC 2023-12-310001782524Encore Holdings, LLC 32023-12-310001782524Energy Labs Holdings Corp. 12023-12-310001782524Energy Labs Holdings Corp. 2023-12-310001782524Energy Labs Holdings Corp. 32023-12-310001782524FLS Holding, Inc. 12023-12-310001782524FLS Holding, Inc. 2023-12-310001782524FLS Holding, Inc. 32023-12-310001782524Helios Service Partners, LLC 12023-12-310001782524Helios Service Partners, LLC 2023-12-310001782524Helios Service Partners, LLC 32023-12-310001782524Iris Buyer, LLC 12023-12-310001782524Iris Buyer, LLC 2023-12-310001782524Iris Buyer, LLC 32023-12-310001782524Atlas US Fincو, Inc. 12023-12-310001782524Atlas US Fincو, Inc. 2023-12-310001782524BPG Holdings IV Corp.2023-12-310001782524Encore Holdings, LLC 12023-12-310001782524Encore Holdings, LLC 2023-12-310001782524Encore Holdings, LLC 32023-12-310001782524Energy Labs Holdings Corp. 12023-12-310001782524Energy Labs Holdings Corp. 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12023-12-310001782524Magnolia Wash Holdings 2023-12-310001782524Magnolia Wash Holdings 32023-12-310001782524Spotless Brands, LLC 12023-12-310001782524Spotless Brands, LLC 2023-12-310001782524Spotless Brands, LLC 32023-12-310001782524Vertex Service Partners, LLC 12023-12-310001782524Vertex Service Partners, LLC 2023-12-310001782524Vertex Service Partners, LLC 32023-12-310001782524us-gaap:ConsumerSectorMembersmsdlf:DebtSecuritiesFirstLienMember2023-12-310001782524Abracon Group Holdings, LLC 12023-12-310001782524Abracon Group Holdings, LLC 2023-12-310001782524Abracon Group Holdings, LLC 32023-12-310001782524Abracon Group Holdings, LLC 32023-12-310001782524Dwyer Instruments, Inc. 12023-12-310001782524Dwyer Instruments, Inc. 2023-12-310001782524Dwyer Instruments, Inc. 32023-12-310001782524Magnetо Components Buyco, LLC 12023-12-310001782524Magnetо Components Buyco, LLC 2023-12-310001782524Magnetо Components Buyco, LLC 32023-12-310001782524msdlf:ElectronicEquipmentInstrumentsAndComponentsSectorMembersmsdlf:DebtSecuritiesFirstLienMember2023-12-310001782524Appltools, Inc. 12023-12-310001782524Appltools, Inc. 2023-12-310001782524Cerity Partners, LLC 12023-12-310001782524Cerity Partners, LLC 2023-12-310001782524GC Waves Holdings, Inc. 12023-12-310001782524GC Waves Holdings, Inc. 2023-12-310001782524GC Waves Holdings, Inc. 32023-12-310001782524SitusAMC Holdings Corp.2023-12-310001782524Smarsh, Inc. 12023-12-310001782524Smarsh, Inc. 2023-12-310001782524Smarsh, Inc. 32023-12-310001782524Smarsh, Inc. 32023-12-310001782524Trintech, Inc. 12023-12-310001782524Trintech, Inc. 2023-12-310001782524us-gaap:FinancialServicesSectorMembersmsdlf:DebtSecuritiesFirstLienMember2023-12-310001782524AMCP Pet Holdings, Inc. (Brightpet) 12023-12-310001782524AMCP Pet

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value,183,835A \$1,712,609A Total distributable earnings (loss)30,037A 4,595A Total net assets\$1,861,961A \$1,721,151A Total liabilities and net assets\$3,655,899A \$3,306,734A Net asset value per share\$20.83A \$20.67A The accompanying notes are an integral part of these unaudited consolidated financial statements3Table of ContentsMorgan Stanley Direct Lending FundConsolidated Statements of Operations (Unaudited)(In thousands, except share and per share amounts) For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Investment Income:From non-controlled/non-affiliated investments:Interest income\$99,072A \$86,573A \$193,703A \$168,290A Payment-in-kind 2,850A 622A 5,494A 1,063A Dividend income646A 504A 1,211A 1,000A Other income1,620A 1,195A 2,881A 2,180A Total investment income104,188A 88,894A 203,289A 172,533A Expenses:Interest and other financing expenses29,302A 27,907A 56,562A 54,574A Management fees6,639A 7,446A 16,869A 14,750A Income based incentive fees11,554A 10,138A 22,890A 19,519A Professional fees1,687A 847A 2,904A 2,088A Directors& fees128A 88A 274A 168A Administrative service fees174A 60A 424A 114A General and other expenses51A 197A 159A 365A Total expenses51,378A 46,683A 99,700A 91,578A Management fees waiver (Note 3)(2,160)(5,584)(5,257) (11,062)Incentive fees waiver (Note 3)(1,651)â€“(2,862)â€“(A Net expenses47,567A 41,099A 91,581A 80,516A Net investment income (loss) before taxes56,121A 47,795A 111,708A 92,017A Excise tax expense500A â€“(A 936A â€“(A Net investment income (loss) after taxes56,121A 47,795A 110,772A 92,017A Net realized and unrealized gain (loss):Net realized gain (loss) on non-controlled/non-affiliated investments108A â€“(A (5,517)122A Net change in unrealized appreciation (depreciation) on non-controlled/non-affiliated investments2,816A 8,647A 5,474A 8,080A Net realized and unrealized gain (loss)2,924A 8,647A (43)8,202A Net increase (decrease) in net assets resulting from operations59,045A 56,442A 110,729A 100,219A Net investment income (loss) per share (basic and diluted)\$0.63A \$0.67A \$1.25A \$1.29A Earnings per share (basic and diluted)\$0.66A \$0.79A \$1.25A \$1.41A Weighted average shares outstanding89,271,839A 71,337,323A 88,315,183A 71,101,563A A A A The accompanying notes are an integral part of these unaudited consolidated financial statements4Table of ContentsMorgan Stanley Direct Lending FundConsolidated Statements of Changes in Net Assets (Unaudited)(In thousands, except share and per share amount) For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Net assets at the beginning of period\$1,837,027A \$1,414,596A \$1,721,151A \$1,397,305A Increase (decrease) in net assets resulting from operations:Net investment income (loss)56,121A 47,795A 110,772A 92,017A Net realized gain (loss)108A â€“(A (5,517)122A Net change in unrealized appreciation (depreciation)2,816A 8,647A 5,474A 8,080A Net increase in net assets resulting from operations59,045A 56,442A 110,729A 100,219A Distributions to stockholders from:Distributable earnings(44,704)(40,735)(89,151)(76,112)Total distributions to stockholders(44,704)(40,735) (89,151)(76,112)Capital transactions:Issuance of common stock, net of underwriting and offering costsâ€“(A 95,847A â€“(A Reinvestment of dividends10,593A 9,698A 23,385A 18,589A Net increase (decrease) in net assets resulting from capital transactions10,593A 9,698A 119,232A 18,589A Total increase (decrease) in net assets24,934A 25,405A 140,810A 42,696A Net assets at end of period\$1,861,961A \$1,440,001A \$1,861,961A \$1,440,001A Dividends per share\$0.50A \$0.57A \$1.00A \$1.07A The accompanying notes are an integral part of these unaudited consolidated financial statements5Table of ContentsMorgan Stanley Direct Lending FundConsolidated Statements of Cash Flows (Unaudited)(In thousands)For the Six Months EndedJune 30, 2024June 30, 2023Cash flows from operating activities:Net increase (decrease) in net assets resulting from operations\$110,729A \$100,219A Adjustments to reconcile net increase (decrease) in net assets resulting from operations to net cash provided by (used in) operating activities:Net unrealized (appreciation) depreciation on investments(5,474)(8,080)Net unrealized (appreciation) depreciation on interest rate swap attributed to unsecured notes(7)â€“(A Net realized (gain) loss on investments5,517A (122)Net accretion of discount and amortization of premium on investments(7,240)(5,146)Payment-in-kind interest and dividend capitalized(6,461)(2,060)Amortization of deferred financing costs1,856A 1,498A Amortization of debt issuance costs and original issuance discount on unsecured notes1,532A 1,264A Purchases of investments and change in payable for investments purchased(636,580)(222,612)Proceeds from sale of investments and principal repayments and change in receivable for investments sold/repaid361,003A 127,453A Changes in operating assets and liabilities:(Increase) decrease in interest and dividend receivable 1,290A (2,611)(Increase) decrease in prepaid expenses and other assets(228)(345)(Decrease) increase in payable to affiliates(1,362)(1,094)(Decrease) increase in management fees payable4,467A 79A (Decrease) increase in incentive fees payable(1,863)2,020A (Decrease) increase in interest payable1,841A 1,925A (Decrease) increase in accrued expenses and other liabilities10,659A 174A Net cash provided by (used in) operating activities(160,321)(7,438)Cash flows from financing activities:Borrowings on debt725,335A 60,000A Repayments on debt(556,000)(30,000)Deferred financing costs paid(4,539)(3,939)Debt issuance costs paid(4,097)â€“(A Dividends paid in cash(71,005)(49,544)Proceeds from issuance of common stock, net of underwriting & offering costs 95,888A 2,556A Net cash provided by (used in) financing activities185,582A (20,927)Net increase (decrease) in cash, cash equivalents and restricted cash25,261A (28,365)Cash, cash equivalents and restricted cash, beginning of period69,705A 81,215A Cash, cash equivalents and restricted cash, end of period\$94,966A \$52,850A 6Table of ContentsMorgan Stanley Direct Lending FundConsolidated Statements of Cash Flows (Unaudited)(In thousands)Supplemental information and non-cash activities:Excise tax paid\$1,457A \$361A Interest expense paid\$51,339A \$49,887A Reinvestment of dividends\$23,385A \$18,589A Dividends payable\$44,704A \$41,037A Non-cash purchases of investments\$(24,636)â€“(A Non-cash sales of investments\$24,636A â€“(A The accompanying notes are an integral part of these unaudited consolidated financial statements7Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1)

(2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsDebt InvestmentsAerospace & DefenseJonathan Acquisition Company(6) (8)First Lien DebtS +5.00%10.44%/12/22/20263,405A \$3,352A \$3,395A 0.18A %Mantech International CP(6) (9)First Lien DebtS +5.00%10.33%/14/20293,867A 3,863A 3,867A 0.21A Mantech International CP(6) (9) (16)First Lien DebtS +5.00%10.33%/14/20293,484A 3,478A 3,484A 0.02A Mantech International CP(6) (9) (16)First Lien DebtS +5.00%10.33%/14/2028â€“(A (1)â€“(A PCX Holding Corp.(6) (7) (8)First Lien DebtS +6.25%11.74%/42/202717,954A 17,858A 16,654A 0.89A PCX Holding Corp.(6) (8)First Lien DebtS +6.25%11.74%/42/202718,079A 17,876A 16,770A 0.90A PCX Holding Corp.(6) (8) (16)First Lien DebtS +6.25%11.74%/42/20271,542A 1,534A 1,408A 0.08A Two Six Labs, LLC(6) (9)First Lien DebtS +5.25%10.59%/6/20/20273,541A 3,404A 3,426A 1.84A Two Six Labs, LLC(6) (9) (16)First Lien DebtS +5.25%10.59%/6/20/20274,149A 4,142A 4,222A Two Six Labs, LLC(6) (9) (16)First Lien DebtS +5.25%10.59%/6/20/2027â€“(A (22)(32)â€“(A 82,996A 80,808A 4.34A Air Freight & LogisticsAGI-CFI Holdings, Inc.(6) (9)First Lien DebtS +5.75%11.26%/6/11/202714,191A 14,003A 14,191A 0.76A RoadOne IntermodalLogistics(6) (8)First Lien DebtS +6.25%11.59%/12/29/20281,647A 1,607A 1,612A 0.09A RoadOne IntermodalLogistics(6) (8) (16)First Lien DebtS +6.25%11.59%/12/29/202815,141A 14,424A 14,424A 0.01A RoadOne IntermodalLogistics(6) (8) (16)First Lien DebtS +6.25%11.59%/12/29/202820,134A 13A 13A â€“(A 15,767A 15,958A 0.86A Automobile ComponentsContinental Battery Company(6) (8) (14)First Lien DebtS +7.00%(incl. 4.08% PIK)12.49%/1/20/20276,338A 6,268A 5,177A 0.28A PAI Holdco, Inc.(6) (8)Second Lien DebtS +7.50%(incl. 2.00% PIK)12.98%/10/28/202826,835A 26,364A 24,261A 1.30A Randy's Holdings, Inc.(6) (8)First Lien DebtS +6.25%11.54%/11/1/20286,642A 6,486A 6,424A 0.36A Randy's Holdings, Inc.(6) (8) (16)First Lien DebtS +6.25%11.54%/11/1/2028413A 383A 413A 0.02A Randy's Holdings, Inc.(6) (8) (16)First Lien DebtS +6.25%11.54%/11/1/2028169A 149A 169A 0.01A Spectrum Automotive Holdings Corp.(6) (16)First Lien DebtS +5.25%10.59%/6/29/2028â€“(A (69)(69)â€“(A Sonny's Enterprises, LLC(6) (7) (8)First Lien DebtS +5.25%10.73%/8/5/202845,783A 45,280A

Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsPDI TA Holdings, Inc.(6) (9) (16)First Lien DebtS +5.25%10.83%2/30312,408Â 2,360Â 2,404Â 0.13Â %PDI TA Holdings, Inc.(6) (9) (16)First Lien DebtS +5.25%10.83%2/3031â€Â (21)(1)â€Â 22,246Â 22,493Â 1.21Â Containers & PackagingBP Purchaser, LLC(6) (9)First Lien DebtS +5.50%11.11%12/1/202817,074Â 16,833Â 16,003Â 0.86Â FORTIS Solutions Group, LLC(6) (9)First Lien DebtS +5.50%10.94%10/13/202826,636Â 26,269Â 26,636Â 1.43Â FORTIS Solutions Group, LLC(6) (9)First Lien DebtS +5.50%10.94%10/13/2028253,474Â 253Â 0.01Â FORTIS Solutions Group, LLC(6) (9) (16)First Lien DebtS +5.50%10.94%10/15/2027540Â 510Â 540Â 0.03Â 43,859Â 43,423Â 2.33Â Distributors48Forty Solutions, LLC(6) (8)First Lien DebtS +6.00%11.43%11/30/202617,632Â 17,407Â 15,436Â 0.83Â 48Forty Solutions, LLC(6) (8) (16)First Lien DebtS +6.00%11.43%11/30/20262,172Â 2,143Â 1,834Â 0.10Â ABB Concise Optical Group, LLC(6) (9)First Lien DebtS +7.50%12.99%2/23/202817,008Â 16,716Â 15,227Â 0.82Â Avalara, Inc.(6) (9)First Lien DebtS +7.25%12.59%10/19/202810,402Â 10,206Â 10,402Â 0.56Â Avalara, Inc.(6) (9) (16)First Lien DebtS +7.25%12.59%10/19/2028â€Â (18)â€Â â€Â Bradyifs Holdings, LLC(6) (7) (8)First Lien DebtS +6.00%11.33%10/31/20297,406Â 7,270Â 7,392Â 0.40Â Bradyifs Holdings, LLC(6) (8) (16)First Lien DebtS +6.00%11.33%10/31/2029507,495Â 505Â 0.03Â Bradyifs Holdings, LLC(6) (8) (16)First Lien DebtS +6.00%11.33%10/31/2029â€Â (11)(1)â€Â â€ PT Intermediate Holdings III, LLC(6) (9)First Lien DebtS +5.00% (incl. 1.75% PIK)10.33%4/9/2030â€Â (5) (5)â€Â 9,693Â 9,1,280Â 4.90Â Diversified Consumer ServicesAny Hour, LLC(6) (7)First Lien DebtS +5.00%10.33%5/23/203023,273Â 23,372Â 23,372Â 1.26Â Any Hour, LLC(6) (16)First Lien DebtS +5.00%10.33%5/23/2030â€Â (51)(51)â€Â Any Hour, LLC(6) (16)First Lien DebtS +5.00%10.33%5/23/2030450Â 399Â 0.02Â Any Hour, LLC(6)Other Debt 13.00% PIK13.00%5/23/20315,964Â 5,847Â 5,847Â 0.31Â Apex Service Partners, LLC(6) (7) (8)First Lien DebtS +7.00% (incl. 2.00% PIK)12.33%10/24/203032,130Â 31,565Â 31,944Â 1.72Â Apex Service Partners, LLC(6) (8) (16)First Lien DebtS +7.00% (incl. 2.00% PIK)12.33%10/24/20306,852Â 6,702Â 6,808Â 0.37Â Apex Service Partners, LLC(6) (8) (16)First Lien DebtS +7.00% (incl. 2.00% PIK)12.33%10/24/20291,134Â 1,091Â 1,119Â 0.06Â Assembly Intermediate, LLC(6) (8)First Lien DebtS +5.25%10.59%10/19/20272,630Â 3,575Â 3,383Â 0.18Â Assembly Intermediate, LLC(6) (8) (16)First Lien DebtS +5.25%10.59%10/19/2027â€Â (23)(98)(0.01)Essential Services Holding Corporation(6) (9)First Lien DebtS +5.00%10.33%6/17/203117,245Â 17,073Â 17,073Â 0.92Â 12Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1) (2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsEssential Services Holding Corporation(6) (9) (16)First Lien DebtS +5.00%10.33%6/17/2031â€Â (5)(24)(5)(24)â€Â %Essential Services Holding Corporation(6) (9) (16)First Lien DebtS +5.00%10.33%6/17/2031â€Â (30)(30)â€Â â€ EVDR Purchaser, Inc.(6) (9)First Lien DebtS +5.50%10.84%2/14/203120,531Â 20,136Â 20,478Â 1.10Â EVDR Purchaser, Inc.(6) (9) (16)First Lien DebtS +5.50%10.84%2/14/2031â€Â (56) (15)â€Â â€ EVDR Purchaser, Inc.(6) (9) (16)First Lien DebtS +5.50%10.84%2/14/2030412Â 345Â 403Â 0.02Â PFG Intermediate Holdco, LLC(6) (8) (14)First Lien DebtS +6.75% (incl. 4.00% PIK)12.10%3/5/2027428Â 422Â 391Â 0.02Â Heartland Home Services(6) (9)First Lien DebtS +5.75%11.18%12/15/20261,936Â 1,927Â 1,819Â 0.10Â Lightspeed Solution, LLC(6) (9)First Lien DebtS +6.50% (incl. 2.17% PIK)11.85%3/1/20288,040Â 7,937Â 8,040Â 0.43Â Lightspeed Solution, LLC(6) (9)First Lien DebtS +6.50% (incl. 2.17% PIK)11.85%3/1/2028530Â 523Â 530Â 0.03Â LUV Car Wash Group, LLC(6) (8)First Lien DebtS +7.00%12.45%12/9/2026890Â 886Â 890Â 0.05Â Magnolia Wash Holdings(6) (8)First Lien DebtS +6.50%12.06%7/14/20283,263Â 3,214Â 2,970Â 0.16Â Magnolia Wash Holdings(6) (8)First Lien DebtS +6.50%12.06%7/14/2028695Â 685Â 633Â 0.03Â Magnolia Wash Holdings(6) (8) (16)First Lien DebtS +6.50%12.06%7/14/202887Â 85Â 73Â â€Â â€ Project Accelerate Parent, LLC(6) (9)First Lien DebtS +5.25%10.54%2/24/20318,750Â 8,666Â 8,679Â 0.47Â Project Accelerate Parent, LLC(6) (9) (16)First Lien DebtS +5.25%10.54%2/24/2031â€Â (12)(10)â€Â â€ Spotless Brands, LLC(6) (8)First Lien DebtS +6.50%11.97%7/25/20284,480Â 4,413Â 4,480Â 0.24Â Spotless Brands, LLC(6) (8)First Lien DebtS +6.50%11.98%7/25/2028848Â 836Â 848Â 0.05Â Spotless Brands, LLC(6) (8) (16)First Lien DebtS +6.50%11.98%7/25/202858Â 56Â 58Â â€ â€ Vertex Service Partners, LLC(6) (7) (9)First Lien DebtS +5.50%10.82%11/8/20301,769Â 1,728Â 1,747Â 0.09Â Vertex Service Partners, LLC(6) (9) (16)First Lien DebtS +5.50%10.82%11/8/20302,451Â 2,383Â 2,408Â 0.13Â Vertex Service Partners, LLC(6) (9) (16)First Lien DebtS +5.50%10.82%11/8/203066Â 55Â 60Â â€Â 164,208Â 163,980Â 8.81Â Electronic Equipment, Instruments & ComponentsAbracon Group Holdings, LLC(6) (9)First Lien DebtS +6.00%11.48%7/6/20286,006Â 5,921Â 4,547Â 0.24Â Abracon Group Holdings, LLC(6) (9) (16)First Lien DebtS +6.00%11.48%7/6/2028â€Â (7)(107)(0.01)Abracon Group Holdings, LLC(6) (9)First Lien DebtS +6.00%11.48%7/6/2028401Â 396Â 304Â 0.02Â Dwyer Instruments, Inc.(6) (9)First Lien DebtS +5.75%11.19%7/21/202710,471Â 10,322Â 10,430Â 0.56Â Dwyer Instruments, Inc.(6) (9) (16)First Lien DebtS +5.75%11.19%7/21/20272,012Â 1,958Â 1,989Â 0.11Â Dwyer Instruments, Inc.(6) (9) (16)First Lien DebtS +5.75%11.19%7/21/2027â€Â (12)(3)â€Â â€ Infinite Bidco, LLC(6) (10)First Lien DebtS +6.25%11.84%3/2/202812,298Â 12,012Â 12,298Â 0.66Â Infinite Bidco, LLC(10)Second Lien DebtS +7.00%12.59%3/2/202925,500Â 25,450Â 21,377Â 1.15Â Magneto Components Buyco, LLC(6) (7) (9)First Lien DebtS +6.00%11.34%12/5/203015,264Â 15,000Â 15,157Â 0.81Â Magneto Components Buyco, LLC(6) (9) (16)First Lien DebtS +6.00%11.34%12/5/2030â€Â (25) (21)â€Â â€ Magneto Components Buyco, LLC(6) (9) (16)First Lien DebtS +6.00%11.34%12/5/2029â€Â (42)(18)â€Â â€ 13Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1) (2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsEnergy Equipment & ServicesQBS Parent, Inc.(6)Second Lien DebtS +8.50%13.99%9/21/202615,000Â 14,876Â 15,000Â 0.81Â 14,876Â 15,000Â 0.81Â Financial ServicesApptools, Inc.(6) (9) (11)First Lien DebtS +6.25% PIK11.59%5/25/20293,799Â 3,759Â 3,754Â 0.20Â Apptools, Inc.(6) (9) (11) (16)First Lien DebtS +6.25%11.58%5/25/2028â€Â (6)(5)â€Â â€ Cerity Partners, LLC(6) (9)First Lien DebtS +5.25%10.60%7/30/20294,731Â 4,612Â 4,731Â 0.25Â Cerity Partners, LLC(6) (9) (16)First Lien DebtS +5.25%10.60%7/30/20296,680Â 6,506Â 6,660Â 0.36Â Cerity Partners, LLC(6) (9) (16)First Lien DebtS +5.25%10.60%7/30/2029â€Â (2)(2)â€Â â€ GC Waves Holdings, Inc.(6) (9)First Lien DebtS +5.25%10.69%8/10/20292,290Â 2,250Â 2,279Â 0.12Â GC Waves Holdings, Inc.(6) (9)First Lien DebtS +5.25%10.69%8/10/20292,172Â 2,031Â 2,139Â 0.11Â GC Waves Holdings, Inc.(6) (9) (16)First Lien DebtS +5.25%10.69%8/10/2029â€Â (6)(2)â€Â â€ RFS Opco LLC(6) (10)First Lien DebtS +5.00%10.34%4/4/203114,500Â 14,359Â 14,358Â 0.77Â RFS Opco LLC(6) (10) (16)First Lien DebtS +4.00%9.34%4/4/2029â€Â (5)(5)â€Â â€ SitusAMC Holdings Corp.(6) (9)First Lien DebtS +5.50%10.94%12/22/20273,464Â 3,323Â 3,346Â 0.18Â Smarsh, Inc.(6) (9)First Lien DebtS +5.75%11.09%2/16/20294,286Â 4,223Â 4,286Â 0.23Â Smarsh, Inc.(6) (9) (16)First Lien DebtS +5.75%11.09%2/16/2029536Â 524Â 536Â 0.03Â Smarsh, Inc.(6) (9) (16)First Lien DebtS +5.75%11.09%2/16/2029128Â 125Â 128Â 0.01Â Trintech, Inc.(6) (7) (8)First Lien DebtS +5.00%10.84%7/25/202937Â 787Â 775Â 0.04Â 75,796Â 76,174Â 4.09Â Food ProductsAMCP Pet Holdings, Inc. (Brightpet)(6) (8)First Lien DebtS +7.00% (incl. 0.75% PIK)12.33%10/5/202641,708Â 41,078Â 41,141Â 2.21Â AMCP Pet Holdings, Inc. (Brightpet)(6) (8)First Lien DebtS +7.00% (incl. 0.75% PIK)12.33%10/5/20265,855Â 5,787Â 5,775Â 0.31Â Familia Intermediate Holdings I Corp. (Teasdale Latin Foods)(6) (15)Other Debt16.25% PIK16.25%18/20261,500Â 1,500Â 689Â 0.04Â Nellson Nutraceutical, Inc.(6) (7) (8)First Lien DebtS +5.75%11.20%12/23/202518,353Â 18,236Â 18,353Â 0.99Â Teasdale Foods, Inc. (Teasdale Latin Foods)(6) (8)First Lien DebtS +7.25% (incl. 1.00% PIK)12.69%12/18/202510,835Â 10,763Â 10,300Â 0.55Â 77,364Â 76,258Â 4.10Â Ground TransportationSV Newco 2 Inc(6) (9) (11)First Lien DebtS +4.75%10.10%6/2/203122,910Â 22,569Â 22,569Â 1.21Â SV Newco 2 Inc(6) (9) (11) (16)First Lien DebtS +4.75%10.10%6/2/2031â€Â (106)(106)(0.01)SV Newco 2 Inc(6) (9) (11) (16)First Lien DebtS +4.75%10.10%6/2/2031â€Â (127)(127)(0.01)22,336Â 22,336Â 1.20Â 14Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1) (2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsHealth Care Equipment & SuppliesPerformance Health & Wellness(6) (7) (8)First Lien DebtS +5.75%11.11%7/2/20279,397Â 9,290Â 9,397Â 0.50Â %PerkinElmer U.S., LLC(6) (7) (8)First Lien DebtS +5.00%10.34%3/13/20294,363Â 4,256Â 4,297Â 0.23Â PerkinElmer U.S., LLC(6) (8) (16)First Lien DebtS +5.00%10.34%3/13/2029â€Â (20)(20)â€Â â€ Tidi Legacy Products, Inc.(6) (8)First Lien DebtS +5.50%10.84%12/19/20291,867Â 1,832Â 1,859Â 0.10Â Tidi Legacy Products, Inc.(6) (8) (16)First Lien DebtS +5.50%10.84%12/19/2029â€Â (5)(2)â€Â â€ Tidi Legacy Products, Inc.(6) (8) (16)First Lien DebtS +5.50%10.84%12/19/2029â€Â (6)(1)â€Â â€ YI, LLC(6) (7) (8)First Lien DebtS +5.75%11.08%12/3/20295,625Â 5,521Â 5,618Â 0.30Â YI, LLC(6) (8) (16)First Lien DebtS +5.75%11.08%12/3/2029â€Â (11)(2)â€Â â€ YI, LLC(6) (8) (16)First Lien DebtS +5.75%11.08%12/3/2029â€Â (16)(1)â€Â â€ 20,841Â 21,145Â 1.14Â Health Care Providers & ServicesAdvarra Holdings, Inc.(6) (10)First Lien DebtS +5.25%10.60%8/24/2029â€Â â€ â€ â€ DCA Investment Holdings, LLC(6) (9)First Lien DebtS +6.50%11.80%4/3/202820,392Â 20,102Â 20,189Â 1.08Â DCA Investment Holdings, LLC(6) (9)First Lien DebtS +6.50%11.80%4/3/20281,793Â 1,753Â 1,775Â 0.10Â Gateway US Holdings, Inc.(6) (9) (11)First Lien DebtS +5.00%10.99%9/22/2026746Â 742Â 746Â 0.04Â Gateway US Holdings, Inc.(6) (9) (11)First Lien DebtS +5.50%10.99%9/22/2026210Â 210Â 0.15Â Gateway US Holdings, Inc.(6) (9) (11) (16)First Lien DebtS +5.50%10.99%9/22/2026â€Â â€ â€ â€ Heartland Veterinary Partners, LLC(6) (8)First Lien DebtS +4.75%10.19%12/10/20261,838Â 1,828Â 1,838Â 0.10Â Heartland Veterinary Partners, LLC(6) (8)First Lien DebtS +4.75%10.19%12/10/2026â€Â (2)â€Â â€ â€ Heartland Veterinary Partners, LLC(6) (8)Second Lien Debt14.50% (incl. 7.00% PIK)14.50%12/10/20274,030Â 3,978Â 4,018Â 0.22Â Heartland Veterinary Partners, LLC(6) (8)Second Lien Debt 14.50% (incl. 7.00% PIK)14.50%12/10/20271,567Â 1,546Â 1,563Â 0.08Â iCIMS, Inc.(6) (9)First Lien DebtS +7.25% (incl. 3.38% PIK)12.58%18/20287,073Â 6,981Â 7,073Â 0.38Â iCIMS, Inc.(6) (9) (16)First Lien DebtS +7.25% (incl. 3.38% PIK)12.58%18/2028â€Â (1)â€Â â€ â€ iCIMS, Inc.(6) (9) (16)First Lien DebtS +7.25% (incl. 3.38% PIK)12.58%18/20284Â 4Â 4Â â€ â€ Intelrad Medical Systems Incorporated(6) (8) (11)First Lien DebtS +6.50%11.98%8/21/2026493Â 484Â 468Â 0.03Â Intelrad Medical Systems Incorporated(6) (8) (11)First Lien DebtS +6.50%11.98%8/21/202634Â 32Â 32Â â€ â€ Invictus Buyer, LLC(6) (9)First Lien DebtS +5.00%10.34%6/3/20314,050Â 4,010Â 0.22Â Invictus Buyer, LLC(6) (9) (16)First Lien DebtS +5.00%10.34%6/3/2031â€Â (8)(8)â€Â â€ Invictus Buyer, LLC(6) (9) (16)First Lien DebtS +5.00%10.34%6/3/2031â€Â (6)(6)â€Â â€ 15Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1) (2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsmPulse Mobile, Inc.(6) (9)First Lien DebtS +6.50%11.94%12/17/20272,050Â 11,895Â 11,997Â 0.64Â mPulse Mobile, Inc.(6) (9)First Lien DebtS +6.50%11.94%12/17/202720,029Â 19,596Â 19,721Â 1.06Â mPulse Mobile, Inc.(6) (9) (16)First Lien DebtS +6.50%11.94%12/17/2027934Â 881Â 897Â 0.05Â Pareto Health Intermediate Holdings, Inc.(6) (8)First Lien DebtS +6.25%11.59%5/31/20296,712Â 6,592Â 6,712Â 0.36Â Pareto Health Intermediate Holdings, Inc.(6) (8) (16)First Lien DebtS +6.25%11.59%5/31/2029â€Â (13)â€Â â€ â€ PPV Intermediate Holdings, LLC(6) (9)First Lien DebtS +7.5%11.10%6/31/20294,357Â 4,209Â 4,344Â 0.23Â PPV Intermediate Holdings, LLC(6) (9) (16)First Lien DebtS +7.5%11.10%6/31/20297,545Â 7,443Â 7,545Â 0.41Â Promptcare Infusion Buyer, Inc.(6) (8) (16)First Lien DebtS +6.00%11.44%9/1/20271,389Â 1,349Â 1,349Â 0.07Â Promptcare Infusion Buyer, Inc.(6) (8)First Lien DebtS +6.00%11.44%9/1/20278,935Â 8,829Â 8,888Â 0.48Â Promptcare Infusion Buyer, Inc.(6) (8)First Lien DebtS +6.00%11.44%9/1/20271,392Â 1,380Â 1,384Â 0.07Â Stepping Stones Healthcare Services, LLC(6) (9)First Lien DebtS +5.00%10.34%1/2/2029960Â 940Â 951Â 0.05Â Stepping Stones Healthcare Services, LLC(6) (9) (16)First Lien DebtS +5.00%10.34%1/2/2026â€Â (5)â€Â â€ â€ Suveto(6) (9)First Lien DebtS +4.25%9.69%9/202711,776Â 11,702Â 11,429Â 0.61Â Suveto(6) (9) (16)First Lien DebtS +4.25%9.69%9/2027681Â 669Â 642Â 0.03Â Tivity Health, Inc.(6) (9)First Lien DebtS +6.00%11.34%6/28/20293,655Â 3,612Â 3,655Â 0.20Â Vardiman Black Holdings, LLC(6) (10)First Lien DebtS +7.00% (incl. 2.00% PIK)12.43%18/2027465Â 447Â 445Â 0.02Â Vermont Aus Pty Ltd.(6) (9) (11)First Lien DebtS +5.50%10.99%3/23/20288,309Â 8,163Â 8,260Â 0.44Â 143,720Â 144,581Â 7.76Â Health Care TechnologyHyland Software, Inc.(6) (7) (9)First Lien DebtS +6.00%11.34%9/19/203039,457Â 38,912Â 39,457Â 1.21Â Hyland Software, Inc.(6) (9) (16)First Lien DebtS +6.00%11.34%9/19/2029â€Â (24)â€Â â€ â€ Lightspeed Buyer, Inc.(6) (8)First Lien DebtS +5.25%10.70%2/20302611,837Â 11,719Â 11,837Â 0.64Â Lightspeed Buyer, Inc.(6) (8)First Lien DebtS +5.25%10.70%2/2030269,860Â 9,754Â 9,860Â 0.53Â 60,361Â 61,154Â 3.28Â Industrial ConglomeratesAptean, Inc.(6) (7) (9)First Lien DebtS +5.25%10.59%01/30/203110,611Â 10,509Â 10,566Â 0.57Â Aptean, Inc.(6) (9) (16)First Lien DebtS +5.25%10.59%01/30/203193Â 84Â 85Â â€ â€ Aptean, Inc.(6) (9) (16)First Lien DebtS +5.25%10.59%01/30/2031â€Â (9)(4)â€Â â€ Excelitas Technologies Corp.(6) (9)First Lien DebtS +5.25%10.59%13/20291,298Â 1,277Â 1,281Â 0.07Â Excelitas Technologies Corp.(6) (9)First Lien DebtE +5.25%8.97%8/13/2029â€,238Â 243Â 252Â 0.01Â Excelitas Technologies Corp.(6) (9) (16)First Lien DebtS +5.25%10.59%13/2029â€Â (15)(16)â€Â â€ Excelitas Technologies Corp.(6) (9) (16)First Lien DebtS +5.25%10.59%8/14/2028â€Â (2)(2)â€Â â€ Raptor Merger Sub Debt, LLC(6) (7) (9)First Lien DebtS +5.50%10.84%4/1/202932,070Â 31,300Â 32,070Â 1.72Â 16Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1) (2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsRaptor Merger Sub Debt, LLC(6) (9) (16)First Lien DebtS +5.50%10.84%4/1/2029570Â 510Â 570Â 0.03Â 43,897Â 44,802Â 2.41Â Insurance ServicesAmerilife Holdings, LLC(6) (9)First Lien DebtS +5.75%11.08%8/31/20292,014Â 1,982Â 2,014Â 0.11Â Amerilife Holdings, LLC(6) (9) (16)First Lien DebtS +5.75%11.08%8/31/2029866Â 846Â 860Â 0.05Â Amerilife Holdings, LLC(6) (9) (16)First Lien DebtS +5.75%11.08%8/31/2028â€Â (6)â€Â â€ â€ Fetch Insurance Services, LLC(6)Other Debt12.75% (incl. 3.75% PIK)12.75%10/31/20271,990Â 1,951Â 1,931Â 0.10Â Foundation Risk Partners Corp.(6) (9)First Lien DebtS +5.25%10.59%10/29/203042,317Â 41,819Â 42,317Â 2.27Â Foundation Risk Partners Corp.(6) (9) (16)First Lien DebtS +5.25%10.59%10/29/20309,068Â 9,175Â 0.49Â Foundation Risk Partners Corp.(6) (9) (16)First Lien DebtS +5.25%10.59%10/29/2029â€Â (67)â€Â â€ â€ Galway Borrower, LLC(6) (9)First Lien DebtS +5.25%10.78%9/29/202833,207Â 32,753Â 32,742Â 1.76Â Galway Borrower, LLC(6) (9) (16)First Lien DebtS +5.25%10.78%9/29/2028â€Â (19)(42)â€Â â€ Galway Borrower, LLC(6) (9) (16)First Lien DebtS +5.25%10.78%9/29/2028304Â 275Â 273Â 0.01Â Higginbotham Insurance Agency, Inc.(6) (7) (8)First Lien DebtS +5.50%10.94%11/24/202818,202Â 18,039Â 18,202Â 0.98Â Higginbotham Insurance Agency, Inc.(6) (8) (16)First Lien DebtS +5.50%10.94%11/24/20284,616Â 4,541Â 4,580Â 0.25Â High Street Buyer, Inc.(6) (7) (9)First Lien DebtS +5.25%10.59%4/14/20289,840Â 9,718Â 9,832Â 0.53Â High Street Buyer, Inc.(6) (9) (16)First Lien DebtS +5.25%10.59%4/14/202839,516Â 38,925Â 39,436Â 2.12Â High Street Buyer, Inc.(6) (9) (16)First Lien DebtS +5.25%10.59%4/16/2027â€Â (20)(2)â€Â â€ Long Term Care Group, Inc.(6) (9) (14)First Lien DebtS +7.00% (incl. 5.00% PIK)11.59%9/8/20275,262Â 5,199Â 4,533Â 0.24Â Inszone Mid, LLC(6) (8)First Lien DebtS +5.75%11.10%11/12/20294,449Â 4,366Â 4,410Â 0.24Â Inszone Mid, LLC(6) (8) (16)First Lien DebtS +5.75%11.10%11/12/20292,324Â 2,243Â 2,267Â 0.12Â Inszone Mid, LLC(6) (8) (16)First Lien DebtS +5.75%11.10%11/12/2029â€Â (415)(7)â€Â â€ Integrity Marketing Acquisition, LLC(6) (7) (9)First Lien DebtS +6.00%11.35%8/27/2026390Â 384Â 388Â 0.02Â Integrity Marketing Acquisition, LLC(6) (9)First Lien DebtS +6.00%11.35%8/27/20266Â 4,915Â 4,517Â 4.54Â Integrity Marketing Acquisition, LLC(6) (9) (16)First Lien DebtS +6.00%11.35%8/27/2026â€Â (2)â€Â â€ â€ Keystone Agency Investors(6) (8)First Lien DebtS +5.50%10.99%5/3/20273,462Â 3,429Â 3,448Â 0.19Â Keystone Agency Investors(6) (8)First Lien DebtS +5.50%10.99%5/3/20273,986Â 3,951Â 3,970Â 0.21Â Majesco(6) (7) (8)First Lien DebtS +4.75%10.09%9/21/202833,730Â 33,195Â 33,318Â 1.79Â Majesco(6) (8) (16)First Lien DebtS +4.75%10.09%9/21/2027â€Â (17)(19)â€Â â€ Patriot Growth Insurance Services, LLC(6) (7) (9)First Lien DebtS +5.50%10.99%10/16/202862,040Â 61,184Â 62,040Â 3.33Â Patriot Growth Insurance Services, LLC(6) (9) (16)First Lien DebtS +5.50%10.99%10/16/2028â€Â (55)â€Â â€ â€ Peter C. Foy & Associates Insurance Services, LLC(6) (9) (16)First Lien DebtS +5.50%10.99%11/1/202820,101Â 19,941Â 20,097Â 1.08Â Peter C. Foy & Associates Insurance Services, LLC(6) (9) (16)First Lien DebtS +5.50%10.99%11/1/20287,450Â 7,379Â 7,438Â 0.40Â Peter C. Foy & Associates Insurance Services, LLC(6) (9) (16)First Lien DebtS +5.50%10.99%11/1/2027â€Â (5)â€Â â€ â€ 17Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1) (2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsRSC Acquisition, Inc.(6) (9)First Lien DebtS

(0.50%)10.98%11/1/202932,296A \$31.917A \$32.296A 1.73A %RSC Acquisition, Inc.(6) (9)(16)First Lien DebtS +5.50%10.98%11/1/202932,693A 3.668A 3.693A 0.20A Summit Acquisition, Inc.(6) (7)(9)First Lien DebtS +6.75%12.09%5/1/20307,334A 0.39A Summit Acquisition, Inc.(6) (9)(16)First Lien DebtS +6.75%12.09%5/1/2030Ae "A (20)a Ae "A ae "A Summit Acquisition, Inc.(6) (9) (16)First Lien DebtS +6.75%12.09%5/1/2029Ae "A (20)a Ae "A ae "A World Insurance Associates, LLC(6) (7) (8)First Lien DebtS +6.00%11.36%4/3/202867,00A 65,687A 66,792A 3.59A World Insurance Associates, LLC(6) (8) (16)First Lien DebtS +6.00%11.36%4/3/2028Ae "A (9) (23)a Ae "A 493,713A 497,730A 26.73A Interactive Media & ServicesFMG Suite Holdings, LLC(6) (8)First Lien DebtS +5.50%10.79%10/30/202623,564A 23,307A 23,327A 1.25A FMG Suite Holdings, LLC(6) (8)First Lien DebtS +5.50%10.79%10/30/20264,557A 4,518A 4,560A 0.24A FMG Suite Holdings, LLC(6) (8) (16)First Lien DebtS +5.50%10.79%10/30/2026Ae "A (20) (26)a Ae "A Spectrio, LLC(6) (7) (8)First Lien DebtS +6.00%11.35%12/9/202631,885A 31,630A 30,278A 1.63A Spectrio, LLC(6) (8)First Lien DebtS +6.00%11.35%12/9/202612,862A 12,828A 12,214A 0.66A Spectro, LLC(6) (8) (16)First Lien DebtS +6.00%11.35%12/9/20263,543A 3,511A 3,339A 0.18A Triple Lift, Inc.(6) (7) (9)First Lien DebtS +5.75%11.24%5/5/202827,160A 26,822A 25,289A 1.36A Triple Lift, Inc.(6) (9) (16)First Lien DebtS +5.75%11.24%5/5/20281,533A 1,489A 1,258A 0.07A 104,085A 100,185A IT ServicesAtlas Purchaser, Inc. (7) (9)First Lien DebtS +7.50% (incl. 6.50% PIK)12.96%5/5/20282,426A 2,426A 1,941A 0.10A Atlas Purchaser, Inc. (7) (9)First Lien DebtS +7.50% (incl. 5.50% PIK)12.96%5/5/20285,646A 5,646A 3,388A 0.18A Catalis Intermediate, Inc.(6) (7) (9)First Lien DebtS +5.50%10.99%8/4/202739,155A 38,587A 37,902A 2.04A Catalis Intermediate, Inc.(6) (9)First Lien DebtS +5.50%10.99%8/4/20278,810A 8,894A 8,528A 0.46A Catalis Intermediate, Inc.(6) (9) (16)First Lien DebtS +5.50%10.99%8/4/20271,460A 1,405A 1,324A 0.07A Donuts, Inc. (6) (8)First Lien DebtS +5.25%10.78%12/29/20274,727A 24,515A 24,631A 1.32A GI DI Cornfield Acquisition LLC(6)First Lien DebtS +4.50%9.94%3/9/2028Ae "A (11)(15)(0.01)Help/Systems Holdings, Inc.(9)Second Lien DebtS +6.75%12.20%11/19/202717,500A 17,500A 14,481A 0.78A Idera, Inc.(6) (9)Second Lien DebtS +6.75%12.23%3/2/20292,607A 2,594A 2,607A 0.14A Recovery Point Systems, Inc.(6) (7) (8)First Lien DebtS +5.75%11.20%8/12/202640,425A 40,090A 40,425A 1.7A Recovery Point Systems, Inc.(6) (8) (16)First Lien DebtS +5.75%11.20%8/12/2026Ae "A (28)a Ae "A ae "A Red Dawn SEI Buyer, Inc.(6) (8)Second Lien DebtS +8.50%13.94%11/20/202619,000A 18,767A 19,000A 1.02A Redwood Services Group, LLC(6) (9)First Lien DebtS +6.25%11.69%6/15/202910,774A 10,673A 10,774A 0.58A Redwood Services Group, LLC(6) (9) (16)First Lien DebtS +6.25%11.69%6/15/20296,389A 6,283A 6,364A 0.34A 18Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1) (2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsSyntax Systems, Ltd.(6) (9) (11)First Lien DebtS +5.00%10.44%10/29/202837,591A \$37,338A \$37,452A 2.01A Thrive Buyer, Inc. (Thrive Networks)(6) (8)First Lien DebtS +6.00%11.54%12/22/20272,819A 22,561A 22,639A 1.22A Thrive Buyer, Inc. (Thrive Networks)(6) (8)First Lien DebtS +6.00%11.54%12/22/202716,826A 16,649A 16,676A 0.90A Thrive Buyer Inc. (Thrive Networks)(6) (8) (16)First Lien DebtP +6.00%14.50%12/22/2027661A 643A 643A 0.03A UpStack, Inc.(6) (8)First Lien DebtS +6.00%11.28%8/20/20278,208A 8,089A 8,126A 0.44A UpStack, Inc.(6) (8)First Lien DebtS +6.00%11.28%8/20/202711,372A 11,124A 11,243A 0.60A UpStack, Inc.(6) (8) (16)First Lien DebtS +6.00%11.28%8/20/2027569A 556A 560A 0.03A 303,943A 298,535A 16.03A Leisure ProductsGSM Acquisition Corp. (GSM Outdoors)(6) (7) (8)First Lien DebtS +5.00%10.46%11/16/20261,176A 1,077A 1,178A 0.92A GSM Acquisition Corp. (GSM Outdoors)(6) (8)First Lien DebtS +5.00%10.46%11/16/20264,421A 4,394A 4,421A 0.24A GSM Acquisition Corp. (GSM Outdoors)(6) (8) (16)First Lien DebtS +5.00%10.46%11/16/2026Ae "A (24)a Ae "A ae "A 21,467A 21,601A 1.6A Life Sciences Tools & ServicesModel N, Inc.(6) (9)First Lien DebtS +5.00%10.34%6/27/203114,017A 13,877A 13,877A 0.75A Model N, Inc.(6) (9) (16)First Lien DebtS +5.00%10.34%6/27/2031Ae "A (18)(18)a Ae "A Model N, Inc.(6) (9) (16)First Lien DebtS +5.00%10.34%6/27/2031Ae "A (20)(20)a Ae "A 13,839A 13,839A 0.74A MachineryAnswer Acquisition, LLC(6) (8)First Lien DebtS +6.00%11.49%12/30/20262,326A 2,281A 2,281A 0.12A Answer Acquisition, LLC(6) (8)First Lien DebtS +6.00%11.49%12/30/202611,361A 11,021A 11,082A 0.60A Answer Acquisition, LLC(6) (8) (16)First Lien DebtS +6.00%11.49%12/30/2026Ae "A (14) (6)a Ae "A Chase Intermediate, LLC(6) (16)First Lien DebtS +5.25%10.07%10/30/2028159A 69A 21A Ae "A Chase Intermediate, LLC(6) (16)First Lien DebtS +5.25%10.07%10/30/2028Ae "A (9) (5)a Ae "A Komline Sanderson Engineering Corp.(6) (7) (10)First Lien DebtS +6.00%11.60%3/17/202616,705A 16,632A 16,705A 0.90A Komline Sanderson Engineering Corp.(6) (10)First Lien DebtS +6.00%11.60%3/17/202618,913A 18,820A 18,913A 1.02A Komline Sanderson Engineering Corp.(6) (16)First Lien DebtP +5.00%13.50%3/17/20261,993A 1,977A 1,993A 0.11A MHE Intermediate Holdings, LLC(6) (7) (8)First Lien DebtS +6.00%11.54%7/21/202718,149A 17,931A 18,149A 0.97A MHE Intermediate Holdings, LLC(6) (8)First Lien DebtS +6.00%11.54%7/21/2027Ae "A (25)a Ae "A ae "A 72,285A 72,788A 3.91A Multi-UtilitiesAWP Group Holdings, Inc.(6) (7) (8)First Lien DebtS +5.50%10.94%12/24/20296,121A 5,901A 6,121A 0.33A AWP Group Holdings, Inc.(6) (8) (16)First Lien DebtS +5.50%10.94%12/24/2029821A 806A 821A 0.04A AWP Group Holdings, Inc.(6) (8) (16)First Lien DebtS +5.50%10.94%12/24/2029371A 357A 371A 0.02A Ground Penetrating Radar Systems, LLC(6) (7) (8)First Lien DebtS +5.75%11.05%4/2/203120,512A 20,211A 20,211A 1.09A 19Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments-non-controlled/non-affiliated(1) (2)FootnotesInvestmentReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ Shares(4)Cost(5)Fair ValuePercentage of Net AssetsGround Penetrating Radar Systems, LLC(6) (8) (16)First Lien DebtS +5.75%11.05%4/2/2031Ae "A (\$56)\$56Ae "A %Ground Penetrating Radar Systems, LLC(6) (8) (16)First Lien DebtS +5.75%11.05%4/2/2031Ae "A (38)(38)a Ae "A Vessco Midco Holdings, LLC(6) (7) (8)First Lien DebtS +4.50%9.94%11/2/20262,673A 2,662A 2,673A 0.14A Vessco Midco Holdings, LLC(6) (8)First Lien DebtS +4.50%9.94%11/2/20261,742A 1,734A 1,742A 0.09A Vessco Midco Holdings, LLC(6) (16)First Lien DebtP +3.50%12.00%10

Equity4/6/2022123Å 123Å 71Å 0.00Å 123Å 71Å 0.00Å Food ProductsPet Holdings, Inc. (Brightpet)(6) (12) (13)Common
Equity3/22/202117,543Å 2,013Å 1,840Å 0.10Å 2,013Å 1,840Å 0.10Å Health Care Providers & ServicesPulse Mobile, Inc.(6) (12) (13)Common
Equity12/17/2021165,761Å 1,220Å 1,372Å 0.07Å SDB Holdco, LLC(6) (12) (13)Common Equity3/29/20245,460,555Å æ"Å æ"Å 0.00Å Suveto Buyer, LLC(6) (11) (12) (13)Common
Equity11/19/20219,257Å 1,926Å 1,737Å 0.09Å Vardiman Black Holdings, LLC(6) (12)Preferred Equity6.00% PIK3/29/20242,649,446Å 1,728Å 1,688Å 0.09Å 4,874Å 4,797Å 0.26Å Insurance
ServicesAmerlife Holdings, LLC(6) (12) (13)Common Equity9/1/20222908Å 25Å 40Å 0.00Å Frisbee Holdings, LP (Fetcb)(6) (12) (13)Common
Equity10/31/202221,744Å 277Å 277Å 0.01Å Integrity Marketing Acquisition, LLC(6) (12)Preferred Equity10.50%12/21/20213,250,000Å 4,172Å 4,160Å 0.22Å 4,474Å 4,477Å 0.24Å IT
ServicesCSC Thrive Holdings, LP (Thrive Networks)(6) (12) (13)Common Equity3/1/2021162,309Å 421Å 846Å 0.05Å Help HP SCF Investor, LP (Help/Systems)(11) (12) (13)Common
Equity5/12/2019,619,564Å 12,460Å 15,427Å 0.83Å 24Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In
thousands)Investments-non-controlled/non-affiliated(1)FootnotesInvestmentReference Rate and SpreadAcquisition DatePar Amount/ Shares(4)Cost(4)Fair ValuePercentage of Net
AssetsRecovery Point Systems, Inc.(6) (12) (13)Common Equity3/5/20211,000,000Å 1,000Å \$720Å 0.04Å %13,881Å 16,993Å 0.91Å Leisure ProductsGSM Equity Investors, LP (GSM Outdoors)
(6) (12) (13)Common Equity12/31/20214,500Å 450Å 1,168Å 0.06Å 450Å 1,168Å 0.06Å Professional ServicesAbacus Data Holdings, Inc. (AbacusNext)(6) (12) (13)Common
Equity2/9/202467,388Å 2,981Å 1,832Å 0.10Å Verdantas LLC(6) (12)Preferred Equity10.00%5/3/2024473,220Å 473Å 473Å 0.03Å Verdantas LLC(6) (12) (13)Common
Equity5/3/20244,7805Å 5Å 0.00Å 3,459Å 2,310Å 0.12Å Real Estate Management & DevelopmentPritchard Industries, LLC(6) (12) (13)Common
Equity10/13/20211,882,739Å 1,937Å 1,996Å 0.11Å 1,937Å 1,996Å 0.11Å SoftwareDiligent Corporation(6) (12)Preferred Equity10.50%4/5/20215,000Å 6,674Å 6,901Å 0.37Å Fullsteam
Operations, LLC(6) (12) (13)Common Equity11/27/20232,966Å 100Å 100Å 0.01Å Knockout Intermediate Holdings I, Inc.(6) (12)Preferred
Equity11.75%6/25/20222,790Å 3,465Å 3,525Å 0.19Å Revalize, Inc.(6) (12)Preferred EquityS + 10.00%12/14/20212,255Å 2,992Å 2,892Å 0.16Å Reveal Data Solutions(6) (12) (13)Common
Equity8/29/2023477,846Å 621Å 688Å 0.04Å RSK Holdings, Inc. (Riskconnect)(6) (12)Preferred EquityS + 10.50%6/7/20221,012,200Å 1,324Å 1,397Å 0.08Å Skykick, Inc.(6) (12) (13)Preferred
Equity8/31/2021134,101Å 1,275Å 1,275Å 0.07Å 16,451Å 16,778Å 0.90Å Total Equity Investments\$53,735Å \$56,932Å 3.06Å %Total Portfolio
Investments\$3,542,035Å \$3,514,286Å 188.74Å %Cash and Cash EquivalentsJ.P. Morgan US Government Money Market Fund21,107Å 21,107Å 1.13Å Cash\$73,859Å 73,859Å 3.97Å Total Cash
and Cash Equivalents\$94,966Å \$94,966Å 5.10Å %Total Portfolio Investments, Cash and Cash Equivalents\$3,637,001Å \$3,609,252Å 193.84Å %Interest Rate Swaps(a)(b)(c)CounterpartyHedged
InstrumentCompany ReceivesCompany PaysMaturity DateNotional AmountFair ValueUpfront Payments/ReceiptsChange in Unrealized Appreciation/(Depreciation)BNP Paribas2029
Notes6.41% S + 2.37%5/1/2029\$350,000Å 1,636Å \$æ"Å \$1,636Å 25Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In
thousands)(a)Contains a variable rate structure. Bears interest at a rate determined by SOFR.(b)Instrument is used in a hedge accounting relationship. The associated change in fair
value is recorded along with the change in fair value of the hedging item within interest expense.(c)For further details, see Note 6 æ"Debtæ" to our consolidated financial statements included
in this report.(1)Unless otherwise indicated, issuers of debt and equity investments held by the Company (which such term æ"Companyæ" shall include the Companyæ"'s consolidated
subsidiaries for purposes of this Consolidated Schedule of Investments) are denominated in dollars. All debt investments are income producing unless otherwise indicated. All equity investments
(including preferred equity investments) are non-income producing unless otherwise noted. Certain portfolio company investments are subject to contractual restrictions on sales. Under the
Investment Company Act of 1940, as amended (together with the rules and regulations promulgated thereunder, the æ"1940 Actæ"), the Company would be deemed to æ"controlæ"
a portfolio company if the Company owned more than 25% of its outstanding voting securities and/or held the power to exercise control over the management or policies of the portfolio company.
As of June 30, 2024 the Company does not æ"controlæ" any of these portfolio companies. Under the 1940 Act, the Company would be deemed an æ"affiliated personæ" of a portfolio company
if the Company owns 5% or more of the portfolio companyæ"'s outstanding voting securities. As of June 30, 2024, the Company is not an æ"affiliated personæ" of any of its portfolio
companies.(2)Unless otherwise indicated, the Companyæ"'s investments are pledged as collateral supporting the amounts outstanding under the Trust Credit Facility (as defined below). See
Note 6 æ"Debtæ".(3)Variable rate loans to the portfolio companies bear interest at a rate that is determined by reference to either EURIBOR ("E") or SOFR ("S") or an alternate base rate
(commonly based on the Federal Funds Rate ("F") or the U.S. Prime Rate ("P")), each of which generally resets periodically. For each loan, the Company has indicated the reference rate used
and provided the spread and the interest rate in effect as of June 30, 2024. For investments with multiple reference rates or alternate base rates, the interest rate shown is the weighted average
interest rate in effect at June 30, 2024. As of June 30, 2024, the reference rates for our variable rate loans were the 3-month E at 3.71%, 1-month S at 5.34%, 3-month S at 5.32%, 6-month S at
5.25% and the P at 8.50%.(4)Par amount is presented for debt investments, while the number of shares or units owned is presented for equity investments. Par amount is denominated in U.S.
Dollars ("\$" or "USD") unless otherwise noted, Euro ("æ", "€"), Great British Pound (æ"GBPæ"), or Canadian dollar ("CAD").(5)The cost represents the original cost adjusted for the amortization
of discounts and premiums, as applicable, on debt investments using the effective interest method.(6)These investments were valued using unobservable inputs and are considered Level 3
investments. Fair value was determined in good faith by or under the direction of the Company's Valuation Designee, under the supervision of the Board of Directors (the "Board of Directors" or
the "Board") (see Note 2 and Note 5), pursuant to the Companyæ"'s valuation policy.(7)Assets or a portion thereof are pledged as collateral for the BNP Funding Facility (as defined below). See
Note 6 æ"Debtæ".(8)Loan includes interest rate floor of 1.00%.(9)Loan includes interest rate floor of 0.75%.(10)Loan includes interest rate floor of 0.50%.(11)The investment is not a qualifying
asset under Section 55(a) of the 1940 Act. The Company may not acquire any non-qualifying asset unless, at the time of acquisition, qualifying assets represent at least 70% of the
Companyæ"'s total assets. As of June 30, 2024, non-qualifying assets represented 7.22% of total assets as calculated in accordance with regulatory requirements.(12)Securities exempt from
registration under the Securities Act of 1933, and may be deemed to be æ"restricted securitiesæ". As of June 30, 2024, the aggregate fair value of these securities is \$56,932 or 3.06% of the
Companyæ"'s net assets. The initial acquisition dates have been included for such securities.(13)Non-income producing security.(14)The investment includes an exit fee that is receivable upon
certain conditions being met. See Note 2 "Significant Accounting Policies".(15)Investment was on non-accrual status as of June 30, 2024. (16) Position or portion thereof is an unfunded loan
commitment, and no interest is being earned on the unfunded portion, although the investment may earn unused commitment fees. Negative cost and fair value, if any, results from unamortized
fees, which are capitalized to the cost of the investment. The unfunded loan commitment may be subject to a commitment termination date that may expire prior to the maturity date stated. See
below for more information on the Companyæ"'s unfunded commitments as of June 30, 2024:Investments æ" non-controlled/non-affiliatedCommitment TypeCommitment Expiration
DateUnfunded CommitmentFair ValueFirst Lien Debt365 Retail Markets, LLCRevolver12/23/2026\$2,800Å \$æ"Å 48Forty Solutions, LLCRevolver11/30/2026543Å (68)ARI Network Services,
Inc.Revolver2/28/20251,576Å æ"Å AWP Group Holdings, Inc.Delayed Draw Term Loan8/1/2025837Å æ"Å AWP Group Holdings, Inc.Revolver12/24/2029419Å æ"Å 26Table of ContentsMorgan
Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments æ" non-controlled/non-affiliatedCommitment
TypeCommitment Expiration DateUnfunded CommitmentFair ValueAbacus Data Holdings, Inc. (AbacusNext)Revolver3/10/2027\$1,400Å \$æ"Å (61)Abramo Group Holdings, LLCDelayed Draw Term
Loan7/6/2024441Å (107)Advarra Holdings, Inc.Delayed Draw Term Loan8/26/202441Å æ"Å Alert Media, Inc.Revolver4/10/20263,043Å (65)Amerlife Holdings, LLCDelayed Draw Term
Loan6/17/20262,596Å (6)Amerlife Holdings, LLCRevolver8/31/2028437Å æ"Å Answer Acquisition, LLCRevolver12/30/20261,249Å (6)Any Hour, LLCDelayed Draw Term
Loan5/23/20266,926Å (51)Any Hour, LLCRevolver5/23/20303,013Å (44)Apex Service Partners, LLCDelayed Draw Term Loan10/24/2025792Å (5)Apex Service Partners,
LLCRevolver10/24/20291,404Å (8)Appfire Technologies, LLCDelayed Draw Term Loan6/28/20265,036Å (23)Appfire Technologies, LLCRevolver3/9/2028129Å æ"Å Applitoils,
Inc.Revolver5/25/2028433Å (5)Aptean, Inc.Delayed Draw Term Loan1/30/20261,824Å (8)Aptean, Inc.Revolver1/30/2031984Å (4)Arcoro Holdings Corp.Revolver3/28/20301,957Å (22)Artifac
Bidco, Inc.Delayed Draw Term Loan5/22/20277,759Å (39)Artifac Bidco, Inc.Revolver5/22/20305,542Å (55)Assembly Intermediate, LLCDelayed Draw Term Loan10/19/20251,556Å (74)Assembly
Intermediate, LLCRevolver10/19/20272,074Å (99)Associations, Inc.Delayed Draw Term Loan7/3/2028846Å (1)Associations, Inc.Revolver7/3/2028678Å (1)Atlas US Fincio,
Inc.Revolver12/9/2028186Å æ"Å Avalara, Inc.Revolver10/19/20281,040Å æ"Å Bottomline Technologies, Inc.Revolver5/15/2028267Å æ"Å Bradyfis Holdings, LLCDelayed Draw Term
Loan10/30/2025311Å (1)Bradyfis Holdings, LLCRevolver10/31/2029631Å (1)Bridgepointe Technologies, LLCDelayed Draw Term Loan4/1/20252,453Å æ"Å Bullhorn, Inc.Delayed Draw Term
Loan9/30/2026474Å (2)Bullhorn, Inc.Revolver10/1/2029717Å æ"Å CLEO Communications Holding, LLCRevolver6/9/202712,502Å (99)COP Collisionright Parent, LLCDelayed Draw Term
Loan1/29/20263,416Å (54)COP Collisionright Parent, LLCRevolver1/29/2030884Å (14)Caerus US 1, Inc.Delayed Draw Term Loan10/28/2024893Å (40)Caerus US 1,
Inc.Revolver5/25/2029937Å (42)Catalis Intermediate, Inc.Revolver8/4/20272,778Å (89)Certy Partners, LLCDelayed Draw Term Loan6/7/20262,062Å (20)27Table of ContentsMorgan Stanley
Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments æ" non-controlled/non-affiliatedCommitment TypeCommitment
Expiration DateUnfunded CommitmentFair ValueCerty Partners, LLCRevolver7/30/2029\$236Å \$æ"Å (2)Chase Intermediate, LLCDelayed Draw Term Loan8/31/202510,442Å (136)Chase
Intermediate, LLCRevolver10/30/2028530Å (5)Citrin Cooperman Advisors, LLCDelayed Draw Term Loan12/13/20254,992Å (41)Conсор Intermediate II, LLCDelayed Draw Term
Loan5/10/20264,577Å (22)Conсор Intermediate II, LLCRevolver5/12/20311,220Å (12)Coupa Holdings, LLCDelayed Draw Term Loan8/27/20251,085Å (8)Coupa Holdings,
LLCRevolver2/27/2029831Å (6)Cyara AcquisitionCo, LLCRevolver6/28/2029313Å (2)Diligent CorporationDelayed Draw Term Loan4/30/20264,118Å (30)Diligent
CorporationRevolver8/4/20302,745Å (20)Dwyer Instruments, Inc.Delayed Draw Term Loan12/22/20252,954Å (17)Dwyer Instruments, Inc.Revolver7/21/20271,014Å (3)E-Discovery AcquireCo,
LLCRevolver8/29/20291,618Å (12)EVDР Purchaser, Inc.Delayed Draw Term Loan10/2/20245,881Å (15)EVDР Purchaser, Inc.Revolver2/14/20313,117Å (8)Encore Holdings, LLCDelayed Draw
Term Loan3/28/20263,774Å (57)Encore Holdings, LLCRevolver1/23/2027341Å (2)Energy Labs Holdings Corp.Delayed Draw Term Loan5/24/2026636Å (5)Energy Labs Holdings
Corp.Revolver4/7/2028222Å (3)Essential Services Holding CorporationDelayed Draw Term Loan6/17/20264,773Å (24)Essential Services Holding
CorporationRevolver6/3/20302,983Å (30)Excelitas Technologies Corp.Delayed Draw Term Loan5/1/20262,044Å (15)Excelitas Technologies Corp.Revolver8/14/2028131Å (2)FLS Holding,
Inc.Revolver12/17/2027901Å (67)FMG Suite Holdings, LLCRevolver10/30/20262,319Å (26)FORTIS Solutions Group, LLCDelayed Draw Term Loan6/24/2025758Å æ"Å FORTIS Solutions Group,
LLCRevolver10/15/20272,159Å æ"Å Formstack Acquisition CoDelayed Draw Term Loan3/30/20263,273Å (34)Formstack Acquisition CoRevolver3/28/20302,188Å (23)Foundation Risk Partners
Corp.Delayed Draw Term Loan5/21/20265,702Å (28)Foundation Risk Partners Corp.Revolver10/29/20296,709Å æ"Å Fullsteam Operations, LLCDelayed Draw Term
Loan5/27/20257,091Å (107)Fullsteam Operations, LLCRevolver11/27/2029608Å (9)GC Waves Holdings, Inc.Delayed Draw Term Loan12/31/20244,543Å (22)GC Waves Holdings,
Inc.Revolver8/10/2029331Å (2)GI DI Cornfield Acquisition LLCDelayed Draw Term Loan5/31/202615,667Å (115)GPS Merger Sub, LLCDelayed Draw Term Loan10/2/20251,274Å (7)28Table of
ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments æ" non-controlled/non-
affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueGPS Merger Sub, LLCRevolver10/2/2029\$1,019Å \$æ"Å (6)GS AcquisitionCo, Inc.Delayed Draw Term
Loan3/26/2026189Å æ"Å GS AcquisitionCo, Inc.Revolver5/25/20282,140Å æ"Å GSM Acquisition Corp. (GSM Outdoors)Revolver11/16/20264,280Å æ"Å Galway Borrower, LLCDelayed Draw
Term Loan2/6/20262,992Å (42)Galway Borrower, LLCRevolver9/29/20281,910Å (27)Gateway US Holdings, Inc.Revolver9/22/202630Å æ"Å Granicus, Inc.Delayed Draw Term
Loan1/17/20261,900Å (3)Granicus, Inc.Revolver1/17/20311,772Å (3)GraphPad Software, LLCDelayed Draw Term Loan6/28/2027,982Å (40)GraphPad Software,
LLCRevolver6/30/20312,993Å (15)Ground Penetrating Radar Systems, LLCDelayed Draw Term Loan4/5/20277,733Å (56)Ground Penetrating Radar Systems,
LLC.Revolver4/2/20312,605Å (38)HSI Halo Acquisition, Inc.Delayed Draw Term Loan6/28/20263,248Å (16)HSI Halo Acquisition, Inc.Revolver6/28/20302,165Å (22)Heartland Veterinary Partners,
LLCRevolver12/10/2026375Å æ"Å Helios Service Partners, LLCDelayed Draw Term Loan2/7/20252,408Å æ"Å Helios Service Partners, LLCRevolver3/19/20271,290Å æ"Å Hercules Borrower
LLCDelayed Draw Term Loan4/5/20264,519Å (23)Higginbotham Insurance Agency, Inc.Delayed Draw Term Loan3/27/20267,081Å (32)High Street Buyer, Inc.Delayed Draw Term
Loan31/1/20268,711Å (48)High Street Buyer, Inc.Revolver4/16/20272,136Å (2)Hootsuite Inc.Revolver5/22/20302,500Å (37)Hyland Software, Inc.Revolver9/19/20291,879Å æ"Å Icefall
Payer, Inc.Revolver1/25/2030507Å (9)Inszome Mid, LLCDelayed Draw Term Loan11/10/20254,207Å (37)Inszome Mid, LLCRevolver11/12/2029817Å (7)Integrity Marketing Acquisition,
LLCRevolver8/27/202652Å æ"Å Invictus Buyer, LLCDelayed Draw Term Loan6/3/20261,688Å (8)Invictus Buyer, LLCRevolver6/3/2031625Å (6)Iris Buyer, LLCDelayed Draw Term
Loan10/2/2030340Å (3)Iris Buyer, LLCRevolver10/2/20291,001Å (9)KENG Acquisition, Inc.Delayed Draw Term Loan8/1/20251,862Å (5)KENG Acquisition, Inc.Revolver8/1/2029878Å (2)KWOR
Acquisition, Inc.Revolver1/22/202728Å (1)Kaseya, Inc.Delayed Draw Term Loan6/23/2025761Å æ"Å Kaseya, Inc.Revolver6/25/2029642Å æ"Å Komline Sanderson Engineering
Corp.Revolver3/17/20262,753Å æ"Å 29Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In
thousands)Investments æ" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueLJ Avalon Holdings, LLCDelayed Draw Term
Loan10/1/2025\$2,366Å \$æ"Å (10)LJ Avalon Holdings, LLCRevolver2/1/2029675Å (2)LJUV Car Wash Group, LLCDelayed Draw Term Loan7/4/202493Å æ"Å LegitScript,
LLCRevolver6/24/20283,167Å æ"Å MHE Intermediate Holdings, LLCRevolver7/21/20272,500Å æ"Å MRI Software, LLCDelayed Draw Term Loan12/19/202561Å æ"Å MRI Software,
LLCRevolver2/10/20272,252Å æ"Å Magneto Components Buyco, LLCDelayed Draw Term Loan6/5/20253,035Å (21)Magneto Components Buyco, LLCRevolver12/5/20292,529Å (18)Magnolia
Wash HoldingsRevolver7/14/202871Å (6)MajescoRevolver9/21/20271,575Å (19)Mantech International CPDelayed Draw Term Loan6/14/2025636Å æ"Å Mantech International
CPRevolver9/14/2028507Å æ"Å Mobile Communications America, Inc.Delayed Draw Term Loan10/16/20251,825Å æ"Å Mobile Communications America,
Inc.Revolver10/16/2029960Å æ"Å Model N, Inc.Delayed Draw Term Loan6/27/20263,683Å (18)Model N, Inc.Revolver6/27/20311,964Å (20)Montana Buyer,
Inc.Revolver7/22/2028440Å æ"Å Netwrix Corporation And Concept Searching, Inc.Revolver6/11/2029431Å æ"Å Oak Purchaser, Inc.Delayed Draw Term Loan2/2/20251,010Å (12)Oak
Purchaser, Inc.Revolver4/28/2028372Å (5)Orion Group Holdco, LLCDelayed Draw Term Loan7/4/20253,473Å (31)PCX Holding Corp.Revolver4/22/2027308Å (22)PDFTron Systems,
Inc.Revolver7/15/20267,700Å æ"Å PDI TA Holdings, Inc.Delayed Draw Term Loan2/1/20265,212Å (3)PDI TA Holdings, Inc.Revolver2/3/20312,280Å (1)PPV Intermediate Holdings, LLCDelayed
Draw Term Loan8/31/20257,545Å æ"Å PT Intermediate Holdings III, LLCDelayed Draw Term Loan4/8/20263,287Å (5)Pareto Health Intermediate Holdings,
Inc.Revolver6/1/2029792Å æ"Å Patriot Growth Insurance Services, LLCRevolver10/16/20284,485Å æ"Å PerkinElmer U.S., LLCDelayed Draw Term Loan5/10/20262,803Å (20)Peter C. Foy &
Associates Insurance Services, LLCDelayed Draw Term Loan4/23/20261,722Å (10)Peter C. Foy & Associates Insurance Services, LLCRevolver11/1/2027832Å æ"Å Pound Bidco, Inc.Delayed
Draw Term Loan2/1/20272,023Å æ"Å Pound Bidco, Inc.Revolver2/1/20271,163Å æ"Å Procure Acquireco, Inc. (Procure Analytics)Revolver12/20/2028238Å æ"Å Project Accelerate Parent,
LLCRevolver2/24/20311,250Å (10)Project Boost Purchaser, LLCRevolver5/2/2028397Å æ"Å 30Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments
(Unaudited) (continued)June 30, 2024(In thousands)Investments æ" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueProject Potter
Buyer, LLCRevolver4/23/2026\$733Å æ"Å Promptcare Infusion Buyer, Inc.Delayed Draw Term Loan10/19/20251,389Å (20)Pye-Barker Fire & Safety, LLCDelayed Draw Term
Loan5/24/202610,530Å (52)Pye-Barker Fire & Safety, LLCRevolver5/24/20303,189Å (31)RFS Opco LLCRevolver4/4/2029500Å (5)RSC Acquisition, Inc.Delayed Draw Term
Loan2/14/2025107Å æ"Å Randy's Holdings, Inc.Delayed Draw Term Loan11/1/20241,834Å æ"Å Randy's Holdings, Inc.Revolver11/1/2028731Å æ"Å Raptor Merger Sub Debt,
LLCRevolver4/1/20291,872Å æ"Å Recovery Point Systems, Inc.Revolver8/12/20264,000Å æ"Å Redwood Services Group, LLCDelayed Draw Term Loan2/5/20262,638Å (23)Revalize,
Inc.Revolver4/15/202744Å (3)Riskconnect Parent, LLCDelayed Draw Term Loan3/1/20251,264Å (13)Riskconnect Parent, LLCRevolver12/7/2028915Å (9)RoadOne IntermodaLogisticsDelayed Draw
Term Loan6/30/2025273Å (6)RoadOne IntermodaLogisticsRevolver12/29/2028309Å (6)SV Newco 2 Inc.Delayed Draw Term Loan5/31/202514,319Å (106)SV Newco 2
IncRevolver6/2/20318,591Å (127)Securion, Inc.Revolver4/5/20283,697Å (236)Spectrum Automotive Holdings Corp.Delayed Draw Term Loan3/24/20269,424Å (69)Sherlock Buyer
Corp.Revolver12/8/20271,286Å æ"Å Smarsh, Inc.Delayed Draw Term Loan2/18/2025536Å æ"Å Smarsh, Inc.Revolver2/16/2029139Å æ"Å Sonny's Enterprises, LLCDelayed Draw Term

Loan6/5/20261,415Á (10)Spectrio, LLCRevolver12/9/2026493Á (25)Spectrum Automotive Holdings Corp.Delayed Draw Term Loan12/30/2024820Á (7)Spectrum Automotive Holdings Corp.Revolver6/29/2027881Á (7)Spotless Brands, LLCRevolver7/25/202887Á â€”Á Stepping Stones Healthcare Services, LLCDelayed Draw Term Loan4/25/20261,250Á (9)Stepping Stones Healthcare Services, LLCRevolver12/30/2026625Á â€”Á Summit Acquisition, Inc.Delayed Draw Term Loan11/1/20241,638Á â€”Á Summit Acquisition, Inc.Revolver5/12/2029819Á â€”Á Superman Holdings, LLCDelayed Draw Term Loan5/12/2025380Á (1)Surewex Purchaser III, Inc.Delayed Draw Term Loan7/9/20241,128Á â€”Á Surewex Purchaser III, Inc.Revolver12/28/2028648Á (14)SuvetoRevolver9/9/2027616Á (18)Sweep Purchaser, LLCRevolver6/30/20271,406Á â€”Á Tamarack Intermediate, LLCRevolver3/13/2028900Á (18)31Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments (Unaudited) (continued)June 30, 2024(In thousands)Investments â€” non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueTank Holding Corp.Delayed Draw Term Loan9/30/2024\$410Á (\$8)Tank Holding Corp.Revolver3/31/2028800Á (16)Thrive Buyer, Inc. (Thrive Networks)Revolver1/22/2021,321Á (12)Tidi Legacy Products, Inc.Delayed Draw Term Loan6/19/2025494Á (2)Tidi Legacy Products, Inc.Revolver12/19/2029356Á (1)Trintech, Inc. Revolver7/25/20292,092Á (4)Triple Lift, Inc.Revolver5/5/20282,467Á (17)Trunk Acquisition, Inc.Revolver2/19/2026857Á (6)Two Six Labs, LLCDelayed Draw Term Loan10/9/20252,200Á (15)Two Six Labs, LLCRevolver8/20/20272,134Á (32)US Infra Svcs Buyer, LLCRevolver4/13/20271,275Á (118)United Flow Technologies Intermediate Holdco II, LLCDelayed Draw Term Loan6/21/20264,950Á (37)United Flow Technologies Intermediate Holdco II, LLCRevolver6/21/2030950Á (14)UpStack, Inc.Delayed Draw Term Loan6/30/20251,556Á (16)UpStack, Inc.Revolver8/20/2027306Á (3)JV Global Holdings, LLCRevolver12/22/2025180Á (11)VRC Companies, LLCDelayed Draw Term Loan8/15/2025320Á â€”Á VRC Companies, LLCRevolver6/29/20271,653Á â€”Á Vardiman Black Holdings, LLCDelayed Draw Term Loan3/29/2026201Á (6)Vehlo Purchaser, LLCDelayed Draw Term Loan5/24/202514,495Á (85)Vehlo Purchaser, LLCRevolver5/24/2028100Á (1)Vensure Employer Services, Inc.Delayed Draw Term Loan6/15/2025867Á â€”Á Verdantas LLCDelayed Draw Term Loan5/6/202611,754Á (86)Verdantas LLCRevolver5/6/20301,754Á (26)Vertex Service Partners, LLCDelayed Draw Term Loan11/8/2025959Á (12)Vertex Service Partners, LLCRevolver11/8/2030394Á (5)Vessco Midco Holdings, LLCRevolver10/18/2026447Á â€”Á World Insurance Associates, LLCRevolver4/3/20281,269Á (23)YI, LLCDelayed Draw Term Loan6/6/20251,178Á (2)YI, LLCRevolver12/3/2029883Á (1)Zarya Intermediate, LLCRevolver7/1/20273,649Á â€”Á iCIMS, Inc.Delayed Draw Term Loan8/18/202592Á â€”Á iCIMS, Inc.Revolver8/18/202841Á â€”Á mPulse Mobile, Inc.Revolver12/17/20271,734Á (22)Total First Lien Debt Unfunded Commitments\$511,230Á \$(4,350)Total Unfunded Commitments\$511,230Á \$(4,350)(17)Position was unsettled as of June 30th, 2024.32Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsFirst Lien Debt Aerospace & DefenseJonathan Acquisition Company(5) (7)S +5.00%10.45%12/22/20262,684Á \$2,641Á \$2,659Á 0.15Á %Mantech International CP(5) (8)S +5.75%11.13%9/14/2029355Á 349Á 355Á 0.02Á %Mantech International CP(5) (8) (13)S +5.75%11.13%9/14/202931Á 30Á 31Á â€”Á A Mantech International CP(5) (8) (13)S +5.75%11.13%9/14/2028Á (1)Áâ€”Á PCX Holding Corp.(5) (6) (7)S +6.25%11.75%4/22/202718,047Á 17,936Á 17,944Á 1.04Á %PCX Holding Corp.(5) (7)S +6.25%11.75%4/22/202718,172Á 17,937Á 18,068Á 1.05Á %PCX Holding Corp.(5) (7) (13)S +6.25%11.75%4/22/2027864Á 854Á 853Á 0.05Á %Two Six Labs, LLC(5) (6) (8)S +5.50%10.85%8/20/202725,894Á 25,465Á 25,366Á 1.47Á %Two Six Labs, LLC(5) (8)S +5.50%10.85%8/20/20274,231Á 4,169Á 4,136Á 0.24Á %Two Six Labs, LLC(5) (8) (13)S +5.50%10.85%8/20/2027Á (26)(48)Á (26)(48)Á \$69,354Á 69,364Á 4.03Á Air Freight & LogisticsAGI-CFI Holdings, Inc.(5) (8)S +5.75%11.18%6/11/202714,263Á 14,048Á 14,159Á 0.82Á Omni Intermediate Holdings, LLC(5) (7)S +5.00%10.54%12/30/202612,410Á 12,324Á 11,824Á 0.69Á Omni Intermediate Holdings, LLC(5) (7) (13)S +5.00%10.54%12/30/20261,263Á 1,247Á 1,196Á 0.07Á Omni Intermediate Holdings, LLC(5) (7) (13)P +4.00%12.50%12/30/2025832Á 826Á 781Á 0.05Á RoadOne IntermodaLogistics(5) (7)S +6.25%11.61%12/29/20281,655Á 1,612Á 1,626Á 0.09Á RoadOne IntermodaLogistics(5) (7) (13)S +6.25%11.61%12/29/2028152Á 144Á 144Á 0.01Á RoadOne IntermodaLogistics(5) (7) (13)S +6.25%11.61%12/29/202820Á 12Á 14Á â€”Á 30,213Á 29,744Á 1.73Á Automobile ComponentsContinental Battery Company(5) (7)S +6.75% (incl. 4.08% PIK)12.34%12/20/20276,204Á 6,121Á 5,165Á 0.30Á Randy's Holdings, Inc.(5) (7)S +6.50%11.87%11/1/20286,676Á 6,505Á 6,653Á 0.39Á Randy's Holdings, Inc.(5) (7) (13)S +6.50%11.87%11/1/2028Á (27)(8)Á (27)(8)Á \$Randy's Holdings, Inc.(5) (7) (13)S +6.50%11.87%11/1/2028260Á 238Á 257Á 0.01Á Sonny's Enterprises, LLC(5) (6) (7)S +6.75%12.28%8/5/202846,018Á 45,462Á 46,018Á 2.67Á Spectrum Automotive Holdings Corp.(5) (6) (8)S +5.75%11.22%6/29/202823,410Á 23,162Á 22,888Á 1.33Á Spectrum Automotive Holdings Corp.(5) (8) (13)S +5.75%11.22%6/29/20285,366Á 5,301Á 5,220Á 0.30Á Spectrum Automotive Holdings Corp.(5) (8) (13)S +5.75%11.22%6/29/2027Á (8) (20)Á (20)Á \$86,754Á 86,173Á 5.01Á AutomobilesARI Network Services, Inc.(5) (6) (8)S +5.25%10.60%2/28/202520,512Á 20,369Á 20,315Á 1.18Á ARI Network Services, Inc.(5) (6) (8)S +5.25%10.60%2/28/20253,594Á 3,569Á 3,559Á 0.21Á ARI Network Services, Inc.(5) (8) (13)S +5.25%10.60%2/28/2025Á (19)(29)Á (19)(29)Á \$3Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsSummit Buyer, LLC(5) (7)S +5.75%11.26%11/14/202621,896Á \$21,670Á \$21,370Á 1.24Á %Summit Buyer, LLC(5) (7) (13)S +5.75%11.26%11/14/202632,011Á 31,671Á 31,239Á 1.82Á Summit Buyer, LLC(5) (13)P +4.75%13.25%11/14/2026Á (22)(59)Á (22)(59)Á \$Turbo Buyer, Inc.(5) (7)S +6.00%11.50%12/2/202537,738Á 37,306Á 37,383Á 2.17Á 151,741Á 150,980Á 8.77Á BiotechnologyGraphPad Software, LLC(5) (6) (7)S +5.50%11.20%4/27/202714,807Á 14,714Á 14,751Á 0.86Á GraphPad Software, LLC(5) (6) (13)P +5.00%13.50%4/27/2027875Á 866Á 868Á 0.05Á 15,580Á 15,619Á 0.91Á ChemicalsTank Holding Corp.(5) (6) (8)S +5.75%11.21%3/31/202815,713Á 15,452Á 15,050Á 0.87Á Tank Holding Corp.(5) (8) (13)S +5.75%11.21%3/31/2028250Á 237Á 236Á 0.01Á Tank Holding Corp.(8) (13)S +5.75%11.21%3/31/2028213Á 202Á 177Á 0.01Á V Global Holdings, LLC(5) (6) (8)S +5.75%11.21%12/2/20274,854Á 4,780Á 4,756Á 0.28Á V Global Holdings, LLC(5) (8) (13)S +5.75%11.21%12/2/2025276Á 269Á 262Á 0.02Á 20,940Á 20,481Á 1.19Á Commercial Services & Supplies365 Retail Markets, LLC(5) (7)S +4.75%10.30%12/23/202617,105Á 16,922Á 17,105Á 0.99Á 365 Retail Markets, LLC(5) (7)S +4.75%10.30%12/23/20265,488Á 5,442Á 5,488Á 0.32Á 365 Retail Markets, LLC(5) (7) (13)S +4.75%10.30%12/23/2026Á (27)Á (27)Á \$Atlas Us Finco, Inc.(5) (7) (10)S +7.25%12.51%12/29/20292,009Á 1,955Á 2,009Á 0.12Á Atlas Us Finco, Inc.(5) (7) (10) (13)S +7.25%12.51%12/29/2028Á (5)Á (5)Á \$BPG Holdings IV Corp.(5) (8)S +6.00%11.36%7/29/20291,647Á 1,092Á 11,374Á 0.66Á Encore Holdings, LLC(5) (8)S +4.50%10.45%11/23/20281,831Á 1,807Á 1,831Á 0.11Á Encore Holdings, LLC(5) (8)S +4.50%10.45%11/23/20283,561Á 3,511Á 3,561Á 0.21Á Encore Holdings, LLC(5) (8) (13)S +4.50%10.45%11/23/2027Á (6)Á (6)Á \$Energy Labs Holdings Corp.(5) (7)S +5.25%10.71%4/7/2028384Á 379Á 379Á 0.02Á Energy Labs Holdings Corp.(5) (7)S +5.25%10.71%4/7/202836Á 36Á 36Á \$Energy Labs Holdings Corp.(5) (7) (13)S +5.25%10.71%4/7/202824Á 23Á 23Á â€”Á FLS Holding, Inc.(5) (7) (10)S +5.25%10.77%12/15/202819,025Á 18,733Á 18,911Á 1.10Á FLS Holding, Inc.(5) (7) (10)S +5.25%10.77%12/15/20284,461Á 4,390Á 4,434Á 0.26Á FLS Holding, Inc.(5) (7) (10) (13)S +5.25%10.77%12/17/2027Á (24)(1)Á (24)(1)Á \$Helios Service Partners, LLC(5) (7)S +6.25%11.88%3/19/20276,859Á 6,703Á 6,790Á 0.39Á Helios Service Partners, LLC(5) (7) (13)S +6.25%11.88%3/19/20276,956Á 6,737Á 6,836Á 0.40Á Helios Service Partners, LLC(5) (7) (13)S +6.00%11.62%3/19/2027748Á 719Á 735Á 0.04Á Iris Buyer, LLC(5) (7)S +6.25%11.60%10/2/20307,008Á 6,820Á 6,820Á 0.40Á 34Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsIris Buyer, LLC(5) (7) (13)S +6.25%11.60%10/2/2030145Á \$130Á \$130Á 0.01Á %Iris Buyer, LLC(5) (7) (13)S +6.25%11.60%10/2/2029Á (26)(26)Á (26)(26)Á \$Atlas Us Finco, Inc.(5) (10)S +7.25%12.51%12/29/2026,984Á 6,845Á 6,845Á 0.04Á PDFTron Systems, Inc.(5) (6) (7) (10)S +5.50%10.86%7/15/202730,030Á 29,694Á 29,550Á 1.72Á PDFTron Systems, Inc.(7) (10)S +5.50%10.86%7/15/20279,727Á 9,595Á 9,571Á 0.56Á PDFTron Systems, Inc.(5) (7) (10) (13)S +5.50%10.86%7/15/20263,850Á 3,772Á 3,727Á 0.22Á Procure Acquireco, Inc. (Procure Analytics) (5) (8)S +5.00%10.54%12/20/20283,829Á 3,773Á 3,773Á 0.22Á Procure Acquireco, Inc. (Procure Analytics) (5) (8)S +5.00%10.54%12/20/2028194Á 186Á 0.01Á Procure Acquireco, Inc. (Procure Analytics) (5) (8) (13)S +5.00%10.54%12/20/2028Á (3)(7)Á (3)(7)Á \$Sherlock Buyer Corp.(5) (7)S +5.75%11.20%6/12/20281,950Á 1,090Á 1,090Á 0.04Á Sherlock Buyer Corp.(5) (7) (13)S +5.75%11.20%6/12/2028Á (17)(1)Á (17)(1)Á \$Surewex Purchaser III, Inc.(5) (8) (10)S +6.75%12.10%12/28/20295,447Á 5,300Á 5,447Á 0.32Á Surewex Purchaser III, Inc.(5) (8) (10) (13)S +6.75%12.10%12/28/2029Á (19)Á (19)Á \$Surewex Purchaser III, Inc.(5) (8) (10) (13)S +6.75%12.10%12/28/202974Á 547Á 574Á 0.03Á Sweep Purchaser, LLC(5) (7)S +5.75%11.23%11/30/20268,616Á 8,522Á 6,878Á 0.40Á Sweep Purchaser, LLC(5) (7) (13)S +5.75%11.23%11/30/20265,873Á 5,803Á 4,634Á 0.27Á Sweep Purchaser, LLC(5) (7) (13)S +5.75%11.23%11/30/20261,368Á 1,364Á 1,094Á 0.06Á Tamarack Intermediate, LLC(5) (8)S +5.75%11.28%3/13/20285,548Á 5,462Á 5,415Á 0.31Á Tamarack Intermediate, LLC(5) (8) (13)S +5.75%11.28%3/13/2028202Á 192Á 192Á 0.01Á Tamarack Intermediate, LLC(5) (8) (13)S +5.75%11.28%3/13/2028Á (13)(22)Á (13)(22)Á \$United Flow Technologies Intermediate Holdco II, LLC(5) (7)S +5.75%11.28%10/29/202716,801Á 16,566Á 16,577Á 0.96Á United Flow Technologies Intermediate Holdco II, LLC(5) (7) (13)S +5.75%11.28%10/29/202719,651Á 19,349Á 19,390Á 1.13Á United Flow Technologies Intermediate Holdco II, LLC(5) (7) (13)S +5.75%11.28%10/29/20261,845Á 1,811Á 1,805Á 0.10Á US Infra Svcs Buyer, LLC(5) (6) (7)S +7.25% (incl. 0.50% PIK)12.33%4/13/20262,113Á 2,095Á 2,003Á 0.12Á US Infra Svcs Buyer, LLC(5) (7)S +7.25% (incl. 0.50% PIK)12.33%4/13/20262,250Á 2,233Á 2,133Á 0.12Á Vensure Employer Services, Inc.(5) (8) (13)S +5.25%10.63%4/1/2027328Á 306Á 306Á 0.02Á VRC Companies, LLC(5) (6) (7)S +5.75%11.12%6/29/202763,939Á 63,310Á 63,856Á 3.71Á VRC Companies, LLC(5) (7)S +5.75%11.12%6/29/20279,063Á 8,966Á 9,051Á 0.53Á VRC Companies, LLC(5) (7) (13)S +5.75%11.12%6/29/2027Á (15)(2)Á (15)(2)Á \$306,475Á 304,534Á 17.69Á Construction & EngineeringKPSKY Acquisition, Inc.(5) (8)S +5.25%10.74%10/19/202833,864Á 33,358Á 33,085Á 1.92Á 35Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsKPSKY Acquisition, Inc.(5) (8)S +5.25%10.74%10/19/202827,754Á \$7,630Á \$7,576Á 0.44Á %LJ Avalon Holdings, LLC(5) (7)S +6.50%12.04%2/1/20304,131Á 4,019Á 4,036Á 0.23Á LJ Avalon Holdings, LLC(5) (7) (13)S +6.50%12.04%2/1/2030658Á 626Á 619Á 0.04Á LJ Avalon Holdings, LLC(5) (7) (13)S +6.50%12.04%2/1/2029Á (17)(15)Á (17)(15)Á \$Superman Holdings, LLC(5) (7)S +6.13%11.47%8/31/20271,601Á 1,566Á 1,581Á 0.09Á Superman Holdings, LLC(5) (7) (13)S +6.13%11.47%8/31/2027Á (4)(5)Á (4)(5)Á \$47,178Á 46,877Á 2.72Á Containers & PackagingBP Purchaser, LLC(5) (8)S +5.50%10.95%12/11/202817,161Á 16,898Á 16,677Á 0.97Á FORTIS Solutions Group, LLC(5) (8)S +5.50%10.95%10/15/2028216,772Á 26,371Á 26,772Á 1.56Á FORTIS Solutions Group, LLC(5) (8) (13)S +5.50%10.95%10/15/2028104Á 96Á 104Á 0.01Á FORTIS Solutions Group, LLC(5) (8) (13)S +5.50%10.95%10/15/2027135Á 101Á 43,466Á 43,688Á 2.54Á Distributors48Forty Solutions, LLC(5) (6) (7)S +6.00%11.44%11/30/202617,722Á 17,455Á 16,181Á 0.97Á 48Forty Solutions, LLC(5) (13)P +5.00%13.50%11/30/20261,629Á 1,594Á 1,459Á 0.08Á ABB Concise Optical Group, LLC(5) (8)S +7.50%13.01%2/3/202817,008Á 16,685Á 14,653Á 0.85Á Avalara, Inc.(5) (8)S +7.25%12.60%10/19/20281,302Á 11,070Á 11,302Á 0.66Á Avalara, Inc.(5) (8) (13)S +7.25%12.60%10/19/2028Á (2)Á (2)Á \$Bradyis Holdings, LLC(5) (6) (7)S +6.00%11.38%10/31/20297,444Á 7,298Á 7,298Á 0.42Á Bradyis Holdings, LLC(5) (7) (13)S +6.00%11.38%10/31/2029201Á 191Á 0.01Á Bradyis Holdings, LLC(5) (7) (13)S +6.00%11.38%10/31/2029Á (12)(12)Á (12)(12)Á \$PT Intermediate Holdings III, LLC(5) (8)S +5.98%11.47%11/1/202815,768Á 15,646Á 15,164Á 0.88Á 93,930Á 5,46Á Diversified Consumer ServicesApex Service Partners, LLC(5) (6) (7)S +7.00% (incl. 2.00% PIK)12.38%10/24/203031,834Á 31,235Á 31,235Á 1.81Á Apex Service Partners, LLC(5) (7) (13)S +7.00% (incl. 2.00% PIK)12.38%10/24/20301,692Á 1,598Á 1,598Á 0.09Á Apex Service Partners, LLC(5) (7) (13)S +7.00% (incl. 2.00% PIK)12.38%10/24/2029203Á 156Á 0.01Á Assembly Intermediate, LLC(5) (7)S +6.00%11.45%10/19/20270,741Á 19,961Á 1.16Á Assembly Intermediate, LLC(5) (7) (13)S +6.00%11.45%10/19/20276,30Á 3,568Á 3,435Á 0.20Á Assembly Intermediate, LLC(5) (7) (13)S +6.00%11.45%10/19/2027Á (26)(78)Á (26)(78)Á \$FPG Intermediate Holdco, LLC(5) (7)S +6.50%12.04%3/5/2027418Á 412Á 385Á 0.02Á Groundworks, LLC(5) (6) (7)S +6.50%11.90%3/14/20301,164Á 1,134Á 1,157Á 0.07Á Groundworks, LLC(5) (7) (13)S +6.50%11.90%3/14/203028Á 25Á 28Á â€”Á 36Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsGC Waves Holding, Inc.(5) (8)S +5.75%11.11%12/15/20261,946Á 1,936Á 1,942Á 0.11Á Lightspeed Solution, LLC(5) (8)S +6.50% (incl. 2.17% PIK)11.86%3/1/20287,881Á 7,768Á 7,741Á 0.45Á Lightspeed Solution, LLC(5) (8) (13)S +6.50% (incl. 2.17% PIK)11.86%3/1/2028423Á 402Á 379Á 0.02Á LUV Car Wash Group, LLC(5) (7) (13)S +7.00%12.55%12/9/2026714Á 708Á 711Á 0.04Á Magnolia Wash Holdings(5) (7)S +6.50%12.16%7/14/20283,263Á 3,210Á 2,947Á 0.17Á Magnolia Wash Holdings(5) (7)S +6.50%12.16%7/14/2028694Á 687Á 631Á 0.04Á Magnolia Wash Holdings(5) (7) (13)S +6.50%12.16%7/14/202887Á 85Á 72Á â€”Á Spotless Brands, LLC(5) (7)S +6.50%12.03%7/25/20284,503Á 4,429Á 4,463Á 0.26Á Spotless Brands, LLC(5) (7)S +6.50%12.03%7/25/202852Á 838Á 845Á 0.05Á Spotless Brands, LLC(5) (7) (13)S +6.50%12.03%7/25/202831Á 29Á 30Á â€”Á Vertex Service Partners, LLC(5) (6) (8)S +5.50%10.90%11/8/20301,774Á 1,730Á 1,730Á 0.10Á Vertex Service Partners, LLC(5) (8) (13)S +5.50%10.90%11/8/2030854Á 802Á 802Á 0.05Á Vertex Service Partners, LLC(5) (8) (13)S +5.50%10.90%11/8/2030Á (11)(11)Á (11)(11)Á \$81,164Á 80,159Á 4.66Á Electronic Equipment, Instruments & ComponentsAbracon Group Holdings, LLC(5) (8)S +6.00%11.54%7/6/20286,037Á 5,943Á 4,986Á 0.29Á Abracon Group Holdings, LLC(5) (8) (13)S +6.00%11.54%7/6/2028Á (8)(77)Á (8)(77)Á \$Abracon Group Holdings, LLC(5) (8)S +6.00%11.54%7/6/2028401Á 395Á 331Á 0.02Á Dwyer Instruments, Inc.(5) (8)S +5.75%11.17%7/21/202710,512Á 10,342Á 10,303Á 0.60Á Dwyer Instruments, Inc.(5) (8) (13)S +5.75%11.17%7/21/2027Á (14)(20)Á (14)(20)Á \$Infinite Bidco, LLC(5) (9)S +6.25%11.88%3/2/202812,360Á 12,043Á 12,285Á 0.71Á Magneto Components Buyco, LLC(5) (6) (8)S +6.00%11.36%12/5/203015,202Á 15,024Á 15,024Á 0.81Á Magneto Components Buyco, LLC(5) (8) (13)S +6.00%11.36%12/5/2029Á (46)(46)Á (46)(46)Á \$45,611Á 44,711Á 2.60Á Financial ServicesAppltools, Inc.(5) (8) (10)S +6.25% PIK11.61%6/5/20293,584Á 3,541Á 3,498Á 0.20Á Appltools, Inc.(5) (8) (10) (13)S +6.25%11.61%6/5/202928Á (6)Á (6)(10)Á (6)(10)Á \$Cerity Partners, LLC(5) (8)S +6.75%12.11%7/30/20294,767Á 4,639Á 4,767Á 0.28Á Cerity Partners, LLC(5) (8)S +6.75%12.11%7/30/20296,698Á 6,528Á 6,598Á 0.39Á GC Waves Holdings, Inc.(5) (8)S +6.00%11.46%8/11/20282,302Á 2,259Á 2,259Á 0.13Á GC Waves Holdings, Inc.(5) (8) (13)S +6.00%11.46%8/11/2028628Á 476Á 503Á 0.03Á 37Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsGC Waves Holding, Inc.(5) (8) (13)S +6.00%11.46%8/11/2028Á (6)(6)Á (6)(6)Á \$SitusAMC Holdings Corp.(5) (8)S +5.50%10.95%12/22/20273,337Á 3,312Á 3,330Á 0.19Á Smarsh, Inc.(5) (8)S +5.75%11.10%2/16/20294,286Á 4,217Á 4,213Á 0.24Á Smarsh, Inc.(5) (8) (13)S +5.75%11.10%2/16/2029536Á 523Á 518Á 0.03Á Smarsh, Inc.(5) (8) (13)S +5.75%11.10%2/16/2029Á (4)(5)Á (4)(5)Á \$Trintech, Inc.(5) (6) (7)S +6.50%11.86%7/25/202934,086Á 33,440Á 33,445Á 1.94Á Trintech, Inc.(5) (7) (13)S +6.50%11.86%7/25/2029837Á 782Á 782Á 0.05Á 59,921Á 59,922Á 3.49Á Food ProductsAMCP Pet Holdings, Inc. (Brightpet)(5) (6) (7)S +7.00% (incl. 0.75% PIK)12.50%10/5/20261,763Á 41,014Á 40,856Á 2.37Á AMCP Pet Holdings, Inc. (Brightpet)(5) (7) (13)S +7.00% (incl. 0.75% PIK)12.50%10/5/20263,715Á 3,671Á 0.21Á Nellson Nutraceutical, Inc.(5) (6) (7)S +5.75%11.30%12/23/202518,419Á 18,265Á 18,329Á 1.06Á Teasdale Foods, Inc. (Teasdale Latin Foods)(5) (7)S +7.25% (incl. 1.00% PIK)12.68%12/18/202510,837Á 10,742Á 9,928Á 0.58Á 73,733Á 7,284Á 4.23Á Health Care Equipment & SuppliesPerformance Health Holdings, Inc.(5) (6) (7)S +5.75%11.32%7/12/20279,398Á 9,275Á 9,350Á 0.54Á PerkinElmer U.S., LLC(5) (6) (7)S +6.75%12.00%3/13/20294,383Á 4,268Á 4,373Á 0.25Á Tidi Legacy Products, Inc.(5) (7)S +5.50%10.86%12/19/20293,470Á 3,400Á 3,400Á 0.20Á Tidi Legacy Products, Inc.(5) (7) (13)S +5.50%10.86%12/19/2029Á (9)(9)Á (9)(9)Á \$Tidi Legacy Products, Inc.(5) (7) (13)S +5.50%10.86%12/19/2029Á (13)(13)Á (13)(13)Á \$YI, LLC(5) (7) (13)S +5.75%11.09%12/3/2029Á (17)(7)Á (17)(7)Á \$22,434Á 22,614Á 1.31Á Health Care Providers & ServicesAdvarra Holdings, Inc.(5) (9)S +5.25%10.61%8/24/2029Á (1)Á (1)Á \$DCA Investment Holdings, LLC(5) (6) (8)S +5.25%10.61%8/24/2029454Á 447Á 447Á 0.03Á Advarra Holdings, Inc.(5) (9) (13)S +5.25%10.61%8/24/2029Á (1)Á (1)Á \$DCA Investment Holdings, LLC(5) (6) (8)S

0.5%11.85%/3/202618,680A 18,377A 21.24,006A DCA Investment Holdings, LLC(5) (8)S +6.50%11.85%/3/202633,625A 3,564A 3,541A 0.21A Gateway US Holdings, Inc.(5) (8) (10)S
+6.50%11.85%/22/2026750A 745A 750A 0.04A Gateway US Holdings, Inc.(5) (8) (10)S +6.50%11.85%/22/2026211A 210A 211A 0.01A Gateway US Holdings, Inc.(5) (8) (10) (13)S
+6.50%11.85%/22/20266A A A A A A A A A Heartland Veterinary Partners, LLC(5) (7)S +7.45%10.21%/12/10/20261,847A 1,835A 1,830A 0.11A Heartland Veterinary Partners, LLC(5) (7)S
+7.45%10.21%/12/10/20264,182A 4,158A 4,143A 0.24A Heartland Veterinary Partners, LLC(5) (7) (13)S +4.75%10.21%/12/10/20266A A A A A A A A A Morgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsCIMS, Inc.(5) (8)S +7.25% (incl. 3.88% PIK)12.62%/8/18/20286A A A A A A A A iCMS, Inc.(5) (8) (13)S +7.25% (incl. 3.88% PIK)12.62%/8/18/20288A 7A 8A A A A A Interleard Medical Systems Incorporated(5) (7) (10)S +6.50%12.03%/8/21/2026495A 484A 466A 0.03A Interleard Medical Systems Incorporated(5) (7) (10)S +6.50%12.03%/8/21/202634A 33A 32A A A A mPulse Mobile, Inc.(5) (8)S +6.50%11.83%/12/17/20270,740A 39,916A 39,947A 2.32A mPulse Mobile, Inc.(5) (8)S +6.50%11.98%/12/17/20275,417A 5,300A 5,308A 0.31A mPulse Mobile, Inc.(5) (8) (13)S
+6.50%11.83%/12/17/20278A A A A A A A A Pareto Health Intermediate Holdings, Inc.(5) (7)S +6.50%11.97%/31/20306,745A 6,619A 6,695A 0.39A Pareto Health Intermediate Holdings, Inc.(5) (7) (13)S +6.50%11.97%/31/20299A A A A A A A A PPV Intermediate Holdings, LLC(5) (8)S +5.75%11.14%/8/31/20294,357A 4,198A 4,275A 0.25A PPV Intermediate Holdings, LLC(5) (8) (13)S +5.75%11.14%/8/31/20296A A A A A A A A Promptcare Infusion Buyer, Inc.(5) (7)S +6.00%11.46%/9/1/20278,981A 8,860A 8,865A 0.52A Promptcare Infusion Buyer, Inc.(5) (7)S
+6.00%11.46%/9/1/20271,399A 1,385A 1,381A 0.08A Stepping Stones Healthcare Services, LLC(5) (8)S +5.75%11.20%/12/20294,288A 4,237A 4,227A 0.25A Stepping Stones Healthcare Services, LLC(5) (8) (13)S +5.75%11.20%/12/202965A 952A 947A 0.06A Stepping Stones Healthcare Services, LLC(5) (8) (13)S +5.75%11.20%/12/20296A A A A A A A A Suveto(5) (8)S +4.25%/9/19/202711,837A 11,753A 11,597A 0.67A Suveto(5) (8) (13)S +4.25%/9/19/2027366A 352A 340A 0.02A Tivity Health, Inc.(5) (8)S
+6.00%11.35%/6/28/20293,674A 3,672A 3,668A 0.21A Vardiman Black Holdings, LLC(5) (9) (11)S +9.00% (incl. 2.00% PIK)14.40%/3/18/20274,020A 3,988A 3,342A 0.19A Vermont Aus Pty Ltd(5) (8) (10)S
+5.00%11.00%/3/23/20288,351A 8,190A 8,194A 0.48A 138,138A 8.03A Health Care TechnologyHyland Software, Inc.(5) (6) (8)S
+6.00%11.36%/9/19/203039,656A 39,077A 39,212A 2.28A Hyland Software, Inc.(5) (8) (13)S +6.00%11.36%/9/19/20296A A A A A A A A Lightspeed Buyer, Inc.(5) (6) (7)S
+5.25%10.71%/2/3/202612,540A 12,381A 12,429A 0.72A Lightspeed Buyer, Inc.(5) (7)S +5.25%10.71%/2/3/20269,911A 9,774A 9,823A 0.57A 61,205A 61,443A 3.57A Industrial ConglomeratesExcelitas Technologies Corp.(5) (8)S +5.75%11.23%/8/13/20291,455A 1,431A 1,442A 0.08A Excelitas Technologies Corp.(5) (8)E
+5.75%/9.74%/8/13/2029A A A A A A A A Morgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsExcelitas Technologies Corp.(5) (8) (13)S +5.75%11.23%/8/13/2029126A \$124A \$125A 0.01A Excelitas Technologies Corp.(5) (8) (13)S
+5.75%11.23%/8/14/202880A 76A 79A A A A Raptor Merger Sub Debt, LLC(5) (6) (8)S +6.75%12.10%/4/1/202932,233A 31,399A 32,201A 1.87A Raptor Merger Sub Debt, LLC(5) (8) (13)S
+6.75%12.10%/4/1/202848A 431A 486A 0.03A 33,707A 34,595A 2.01A Insurance ServicesAmerilife Holdings, LLC(5) (8)S +5.75%11.15%/8/31/20292,024A 1,989A 1,997A 0.12A Amerilife Holdings, LLC(5) (8) (13)S +5.75%11.15%/8/31/2029722A 708A 710A 0.04A Amerilife Holdings, LLC(5) (8) (13)S +5.75%11.15%/8/31/20286A A A A A A A A Foundation Risk Partners Corp.(5) (8)S +6.00%11.45%/10/29/202842,533A 42,053A 42,533A 2.47A Foundation Risk Partners Corp.(5) (8)S +6.00%11.45%/10/29/20289,251A 9,146A 9,251A 0.54A Foundation Risk Partners Corp.(5) (8) (13)S +6.00%11.45%/10/29/20276A A A A A A A A Galway Borrower, LLC(5) (8)S +5.25%10.71%/9/29/202833,377A 32,879A 32,430A 1.88A Galway Borrower, LLC(5) (8) (13)S
+5.25%10.71%/9/29/20286A A A A A A A A Gally Borrower, LLC(5) (8) (13)S +5.25%10.71%/9/30/20276A A A A A A A A Higginbotham Insurance Agency, Inc.(5) (6) (7)S
+5.00%10.96%/11/24/202818,295A 18,118A 18,290A 1.06A Higginbotham Insurance Agency, Inc.(5) (7) (13)S +5.00%10.96%/11/24/20282,494A 2,464A 2,493A 0.14A High Street Buyer, Inc.(5) (6) (8)S +5.75%11.25%/4/14/20289,890A 9,756A 9,890A 0.57A High Street Buyer, Inc.(5) (6) (8)S +5.75%11.25%/4/14/202839,719A 39,194A 39,719A 2.31A High Street Buyer, Inc.(5) (8) (13)S
+5.75%11.25%/4/16/20276A A A A A A A A Long Term Car Group, Inc.(5) (8)S +7.00% (incl. 6.00% PIK)12.66%/9/8/20275,115A 5,043A 4,235A 0.25A Inzone Mid, LLC(5) (7)S
+5.75%11.11%/11/12/20294,460A 4,372A 4,372A 0.25A Inzone Mid, LLC(5) (7) (13)S +5.75%11.11%/11/12/2029533A 463A 464A 0.03A Inzone Mid, LLC(5) (7) (13)S
+5.75%11.11%/11/12/20296A A A A A A A A Integrity Marketing Acquisition, LLC(5) (6) (8)S +6.00%11.39%/8/27/2026392A 385A 384A 0.02A Integrity Marketing Acquisition, LLC(5) (6) (8)S
+6.00%11.54%/8/27/202685,348A 64,855A 63,705A 4.86A Integrity Marketing Acquisition, LLC(5) (8) (13)S +6.00%11.39%/8/27/20266A A A A A A A A Keystone Agency Investors(5) (7)S +5.00%11.00%/5/3/20274,007A 3,964A 3,948A 0.23A Majesco(5) (6) (7)S
+7.25%12.60%/9/21/202723,182A 22,792A 22,920A 1.33A Majesco(5) (7) (13)S +7.25%12.60%/9/21/20266A A A A A A A A Patriot Growth Insurance Services, LLC(5) (6) (8)S
+5.00%11.00%/10/16/202862,358A 61,419A 61,747A 3.59A Patriot Growth Insurance Services, LLC(5) (8) (13)S +5.00%11.00%/10/16/20286A A A A A A A A Peter C. Foy & Associates Insurance Services, LLC(5) (8) (13)S
+6.00%11.47%/11/1/20287,140A 7,060A 7,033A 0.41A Peter C. Foy & Associates Insurance Services, LLC(5) (8) (13)S +6.00%11.47%/11/1/20276A A A A A A A A Summit Acquisition, Inc.(5) (6) (8)S +5.00%11.02%/11/1/202932,400A 31,989A 32,125A 1.87A RSC Acquisition, Inc.(5)

+5.50%11.00%12/7/2028â€”Â (5)(1)â€”Â Â Securicon, Inc.(5) (8)S +6.00%11.41%4/5/202821,010Â 20,727Â 19,846Â 1.15Â Securicon, Inc.(5) (8) (13)S +6.00%11.41%4/5/2028â€”Â Â (47)(210) (0.01)Skykick, Inc.(5) (7)S +10.25% (incl. 7.00% PIK)15.91%9/1/20277,754Â 7,647Â 7,181Â 0.42Â Skykick, Inc.(5) (7)S +10.25% (incl. 7.00% PIK)15.91%9/1/20272,470Â 2,426Â 2,250Â 0.13Â Trunk Acquisition, Inc.(5) (8)S +5.75%11.25%2/19/20278,960Â 8,901Â 8,797Â 0.51Â Trunk Acquisition, Inc.(5) (7) (13)S +5.75%11.25%2/19/2026â€”Â Â (4)(16)â€”Â Â User Zoom Technologies, Inc.(5) (7)S +7.00%12.49%4/5/202938,683Â 38,050Â 38,070Â 2.21Â 419,529Â 417,855Â 24.28Â Wireless Telecommunications ServicesMobile Communications America, Inc.(5) (6) (7)S +6.00%11.35%10/16/20295,955Â 5,868Â 5,868Â 0.34Â Mobile Communications America, Inc.(5) (7) (13)S +6.00%11.35%10/16/2029â€”Â Â (14)(14)â€”Â Â Mobile Communications America, Inc.(5) (7) (13)S +6.00%11.35%10/16/2029â€”Â Â (14)(14)â€”Â Â 5,840Â 5,840Â 0.34Â Total First Lien Debt\$3,027,413Â \$3,004,544Â 174.57Â %Second Lien DebtAir Freight & LogisticsOmni Intermediate Holdings, LLC(5) (7)S +9.15%14.53%12/30/2074,500Â \$4,393Â \$4,223Â 0.25Â %Automobile Components45Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadInterest Rate(3)Maturity DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsPAI Holdco, Inc.(5) (7)S +7.50% (incl. 2.00% PIK)13.03%10/28/202826,565Â \$26,053Â \$24,823Â 1.44Â %Electronic Equipment, Instruments & ComponentsInfinite Bidco, LLC(9)S +7.00%12.65%3/2/202925,500Â 25,446Â 21,420Â 1.24Â Energy Equipment & ServicesQBS Parent, Inc.(5)S +8.50%14.04%9/21/202615,000Â 14,853Â 14,400Â 0.84Â Health Care Providers & ServicesHeartland Veterinary Partners, LLC(5) (7)S +8.00%13.46%12/10/20273,960Â 3,903Â 3,879Â 0.23Â Heartland Veterinary Partners, LLC(5) (7)S +8.00%13.46%12/10/20271,540Â 1,516Â 1,508Â 0.09Â 5,419Â 5,387Â 0.31Â Industrial ConglomeratesAptean, Inc.(5)(8)S +7.00%12.46%4/23/20275,950Â 5,950Â 5,950Â 0.35Â IT ServicesHelp/Systems Holdings, Inc.(8)S +6.75%12.35%11/19/202717,500Â 17,500Â 14,147Â 0.82Â Idera, Inc.(5) (8)S +6.75%12.28%3/2/20293,887Â 3,865Â 3,887Â 0.23Â Red Dawn SEI Buyer, Inc.(5) (7)S +8.50%13.86%11/20/202619,000Â 18,727Â 18,945Â 1.10Â 40,092Â 36,979Â 2.15Â SoftwareFlexera Software, LLC(5) (7)S +7.00%12.47%3/2/202913,500Â 13,303Â 13,500Â 0.78Â Matrix Parent, Inc.(5) (9) (11)S +8.00%13.53%3/1/203010,667Â 10,505Â 5,733Â 0.33Â 23,808Â 19,233Â 1.12Â Total Second Lien Debt\$146,014Â \$132,415Â 7.69Â %Other InvestmentsUnsecured DebtFamilia Intermediate Holdings I Corp. (Teasdale Latin Foods)(5) (11)16.25% PIK6/18/20261,500Â 1,500Â 1700Â 0.01Â Fetch Insurance Services, LLC(5)12.75% (incl. 3.75% PIK)10/31/20271,953Â 1,910Â 1,894Â 0.11Â Total Unsecured Debt\$3,410Â \$2,064Â 0.12Â %46Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments-non-controlled/non-affiliated(1)(2)FootnotesReference Rate and SpreadAcquisition DatePar Amount/ SharesCost(4)Fair ValuePercentage of Net AssetsPreferred EquityDiligent Corporation(5) (12)10.50%4/5/20215,000Â \$6,329Â \$6,513Â 0.38Â %FORTIS Solutions Group, LLC(5) (12)12.25%6/24/20221,000,000Â 1,179Â 970Â 0.06Â Integrity Marketing Acquisition, LLC(5) (12)10.50%12/21/20213,250,000Â 3,956Â 3,900Â 0.23Â Knockout Intermediate Holdings I, Inc.(5) (12)11.75%6/25/2022,790Â 3,265Â 3,267Â 0.19Â Revalize, Inc.(5) (7) (12)S +10.00%12/14/20212,155Â 2,776Â 2,833Â 0.16Â RSK Holdings, Inc. (Riskconnect)(5) (8) (12)S +10.50%7/7/2021,012,200Â 1,137Â 1,275Â 0.07Â Skykick, Inc.(5) (12)8/31/202134,101Â 1,275Â 1,275Â 0.07Â Total Preferred Equity\$19,917Â \$20,033Â 1.16Â %Common EquityAbacus Data Holdings, Inc. (AbacusNext)(5) (12)3/9/202129,441Â \$2,944Â \$2,586Â 0.15Â %Amerilife Holdings, LLC(5) (12)9/1/2022908Â 25Â 33Â 0.00Â BP Purchaser, LLC(5) (12)12/10/20211,383,156Â 1,378Â 1,297Â 0.08Â CSC Thrive Holdings, LP (Thrive Networks)(5) (12)3/1/2021162,309Â 421Â 855Â 0.05Â Encore Holdings, LLC(5) (12)11/23/20212,796Â 348Â 696Â 0.04Â Frisbee Holdings, LP (Fetch)(5) (12)10/31/202221,744Â 277Â 277Â 0.02Â Fullsteam Operations, LLC(5) (12)11/27/20233,043Â 100Â 100Â 0.01Â GSM Equity Investors, LP (GSM Outdoors)(5) (12)11/16/20204,500Â 450Â 884Â 0.05Â Help HP SCF Investor, LP (Help/Systems)(10) (12)5/12/20219,619,564Â 12,460Â 15,966Â 0.93Â LUV Car Wash(5) (12)4/6/2022123Â 123Â 68Â 0.00Â mPulse Mobile, Inc.(5) (12)12/17/2021165,761Â 1,220Â 1,218Â 0.07Â PCX Holding Corp.(5) (12)4/22/2016,538Â 654Â 675Â 0.04Â Pet Holdings, Inc. (Brightpet)(5) (12)10/6/202017,543Â 2,013Â 1,762Â 0.10Â Pritchard Industries, Inc.(5) (12)10/13/20211,700,000Â 1,700Â 1,785Â 0.10Â Procure Acquiom Financial, LLC (Procure Analytics)(5) (12)12/20/20211,000,000Â 1,000Â 1,290Â 0.07Â Recovery Point Systems, Inc.(5) (12)3/5/20211,000,000Â 1,000Â 810Â 0.05Â Reveal Data Solutions(5) (12)8/29/2023477,846Â 621Â 621Â 0.04Â Shelby Co-invest, LP. (Spectrum Automotive)(5) (12)6/29/20218,500Â 850Â 1,316Â 0.08Â Surewex Topco, LP(5) (10) (12)12/28/202512Â 512Â 565Â 0.03Â Suveto Buyer, LLC(5) (10) (12)11/19/202119,257Â 1,926Â 1,701Â 0.10Â Total Common Equity\$30,022Â \$34,505Â 2.00Â Total Other Investments\$53,349Â \$56,602Â 3.29Â %Total Portfolio Investments\$3,226,776Â \$3,193,561Â 185.55Â %47Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)(1)Unless otherwise indicated, issuers of debt and equity investments held by the Company (where such term â€œCompanyâ€” shall include the Companyâ€”’s consolidated subsidiaries for purposes of this Consolidated Schedule of Investments) are denominated in dollars. All debt investments are income producing unless otherwise indicated. All equity investments are non-income producing unless otherwise noted. Certain portfolio company investments are subject to contractual restrictions on sales. Under the Investment Company Act of 1940, as amended (together with the rules and regulations promulgated thereunder, the â€œ1940 Actâ€”), the Company would be deemed to â€œcontrolâ€” a portfolio company if the Company owned more than 25% of its outstanding voting securities and/or held the power to exercise control over the management or policies of the portfolio company. As of December 31, 2023, the Company does not â€œcontrolâ€” any of these portfolio companies. Under the 1940 Act, the Company would be deemed an â€œaffiliated personâ€” of a portfolio company if the Company owns 5% or more of the portfolio companyâ€”’s outstanding voting securities. As of December 31, 2023, the Company is not an â€œaffiliated personâ€” of any of its portfolio companies.(2)Unless otherwise indicated, the Companyâ€”’s investments are pledged as collateral supporting the amounts outstanding under the Trust Credit Facility (as defined below). See Note 6 â€œDebtâ€”.(3)Variable rate loans to the portfolio companies bear interest at a rate that is determined by reference to either EURIBOR (â€œEâ€”) or SOFR (â€œSâ€”) or an alternate base rate (commonly based on the Federal Funds Rate (â€œFâ€”) or the U.S. Prime Rate (â€œPâ€”)), each of which generally resets periodically. For each loan, the Company has indicated the reference rate used and provided the spread and the interest rate in effect as of December 31, 2023. For investments with multiple reference rates or alternate base rates, the interest rate shown is the weighted average interest rate in effect at December 31, 2023. As of December 31, 2023, the reference rates for our variable rate loans were the 3-month E at 3.91%, 1-month S at 5.35%, the 3-month S at 5.33%; the 6-month S at 5.16% and the P at 8.50%. (4)The cost represents the original cost adjusted for the amortization of discounts and premiums, as applicable, on debt investments using the effective interest method.(5)These investments were valued using unobservable inputs and are considered Level 3 investments. Fair value was determined in good faith by or under the direction of the Companyâ€”’s Valuation Designee, under the supervision of the Board of Directors (the â€œBoard of Directorsâ€” or the â€œBoardâ€”) (see Note 2 and Note 5), pursuant to the Companyâ€”’s valuation policy.(6)Assets or a portion thereof are pledged as collateral for the BNP Funding Facility (as defined below). See Note 6 â€œDebtâ€”.(7)Loan includes interest rate floor of 1.00%.(8)Loan includes interest rate floor of 0.75%.(9)Loan includes interest rate floor of 0.50%.(10)The investment is not a qualifying asset under Section 55(a) of the 1940 Act. The Company may not acquire any non-qualifying asset unless, at the time of acquisition, qualifying assets represent at least 70% of the Companyâ€”’s total assets. As of December 31, 2023, non-qualifying assets represented 6.55% of total assets as calculated in accordance with regulatory requirements.(11)Investment was on non-accrual status as of December 31, 2023.(12)Securities exempt from registration under the Securities Act of 1933, as amended, and may be deemed to be â€œrestricted securitiesâ€”. As of December 31, 2023, the aggregate fair value of these securities is \$54,538 or 3.17% of the Companyâ€”’s net assets. The initial acquisition dates have been included for such securities. (13) Position or portion thereof is an unfunded loan commitment, and no interest is being earned on the unfunded portion, although the investment may earn unused commitment fees. Negative cost and fair value, if any, results from unamortized fees, which are capitalized to the cost of the investment. The unfunded loan commitment may be subject to a commitment termination date that may expire prior to the maturity date stated. See below for more information on the Companyâ€”’s unfunded commitments as of December 31, 2023.Investments â€” non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueFirst Lien Debt365 Retail Markets, LLCRevolver12/23/2026\$2,800Â \$â€” 48Forty Solutions, LLCRevolver11/30/20261,086Â (68)AMCP Pet Holdings, Inc. (Brightpet)Revolver10/5/20262,042Â (44)ARI Network Services, Inc.Revolver2/28/20253,030Â (29)AWP Group Holdings, Inc.Delayed Draw Term Loan8/1/20251,579Â (24)AWP Group Holdings, Inc.Revolver12/24/2029620Â (9)Abacus Data Holdings, Inc. (AbacusNext)Revolver3/10/2027350Â â€”Â A Abracon Group Holdings, LLCDelayed Draw Term Loan7/6/2024441Â (77)Advarra Holdings, Inc.Delayed Draw Term Loan8/26/202441Â (1)Alert Media, Inc.Revolver4/10/20263,043Â (53)Amerilife Holdings, LLCDelayed Draw Term Loan10/7/2025147Â (2)Amerilife Holdings, LLCRevolver8/31/2028437Â (64)8Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments â€” non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueAnswer Acquisition, LLCRevolver12/30/2026\$192Â \$ (3)Apex Service Partners, LLCDelayed Draw Term Loan10/24/20255,922Â (73)Apex Service Partners, LLCRevolver10/24/20292,335Â (43)Appfire Technologies, LLCDelayed Draw Term Loan6/13/20241,083Â (14)Appfire Technologies, LLCRevolver3/9/2027129Â (2)ApplioTools, Inc.Revolver5/25/2028433Â (10)Assembly Intermediate, LLCDelayed Draw Term Loan1/1/20241,556Â (58)Assembly Intermediate, LLCRevolver10/19/20272,074Â (78)Associations, Inc.Delayed Draw Term Loan5/10/202460Â (1)Associations, Inc.Revolver7/2/20271,203Â (1)Atlas US Finco, Inc.Revolver12/9/2028186Â â€”Â A Avalara, Inc.Revolver10/19/20281,130Â â€”Â A Bottomline Technologies, Inc.Revolver5/15/2028267Â â€”Â A Bradyfis Holdings, LLCDelayed Draw Term Loan10/31/2025619Â (8)Bradyfis Holdings, LLCRevolver10/31/2029631Â (12)Bridgepoints Technologies, LLCDelayed Draw Term Loan4/1/20254,426Â (73)Bullhorn, Inc.Revolver9/30/2026593Â (2)CLEO Communications Holding, LLCRevolver6/9/202712,502Â (196)Caerus US 1, Inc.Delayed Draw Term Loan10/28/2024893Â â€”Â A Caerus US 1, Inc.Revolver5/25/2029293Â â€”Â A Catalis Intermediate, Inc.Revolver8/4/20272,778Â (153)Chase Intermediate, LLCDelayed Draw Term Loan8/31/202510,601Â (196)Chase Intermediate, LLCRevolver10/30/2028530Â (10)Citrin Cooperman Advisors, LLCDelayed Draw Term Loan12/13/20257,275Â (70)Coupa Holdings, LLCDelayed Draw Term Loan8/27/20241,085Â (12)Coupa Holdings, LLCRevolver2/27/2029831Â (9)Cyara AcquisitionCo, LLCRevolver6/28/2029313Â (6)Diligent CorporationRevolver8/24/20252,070Â (41)Dwyer Instruments, Inc.Delayed Draw Term Loan12/22/20252,954Â (29)Dwyer Instruments, Inc.Revolver7/21/20271,014Â (20)E-Discovery AcquireCo, LLCRevolver8/29/20291,618Â (28)Encore Holdings, LLCRevolver11/23/2027539Â â€”Â A Energy Labs Holdings Corp.Revolver4/7/202839Â â€”Â A Excelitas Technologies Corp.Delayed Draw Term Loan8/12/202444Â â€”Â A Excelitas Technologies Corp.Revolver8/14/202851Â â€”Â A FLS Holding, Inc.Revolver12/17/20271,802Â (11)FMG Suite Holdings, LLCRevolver10/30/20261,542Â (10)FORTIS Solutions Group, LLCDelayed Draw Term Loan6/24/2024908Â â€”Â A 49Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments â€” non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueFORTIS Solutions Group, LLCRevolver10/15/2027\$2,564Â \$â€” A Foundation Risk Partners Corp.Revolver10/29/20274,571Â â€”Â A Fullsteam Operations, LLCDelayed Draw Term Loan5/27/20253,902Â (68)Fullsteam Operations, LLCRevolver11/27/2029608Â (18)GC Waves Holdings, Inc.Delayed Draw Term Loan12/31/2026,095Â (113)GC Waves Holdings, Inc.Revolver8/11/2028331Â (6)GPS Merger Sub, LLCDelayed Draw Term Loan10/2/20251,274Â (12)GPS Merger Sub, LLCRevolver10/2/20291,019Â (20)GS AcquisitionCo, Inc.Revolver5/22/20262,420Â â€”Â A GSM Acquisition Corp. (GSM Outdoors)Revolver11/16/20264,280Â (43)Galway Borrower, LLCDelayed Draw Term Loan4/28/20241,712Â (18)Galway Borrower, LLCRevolver9/30/20272,053Â (60)Gateway US Holdings, Inc.Revolver9/22/202630Â â€”Â A GraphPad Software, LLCRevolver4/27/2027875Â (3)Ground Penetrating Radar Systems, LLCRevolver6/26/20251,641Â (14)Groundworks, LLCDelayed Draw Term Loan10/4/202454Â â€”Â A Groundworks, LLCRevolver3/14/202962Â â€”Â A Heartland Veterinary Partners, LLCRevolver12/10/2026375Â (3)Helios Service Partners, LLCDelayed Draw Term Loan2/7/20255,933Â (59)Helios Service Partners, LLCRevolver3/19/2027542Â (5)Higginbotham Insurance Agency, Inc.Delayed Draw Term Loan8/23/20251,254Â â€”Â A High Street Buyer, Inc.Revolver4/16/20272,136Â â€”Â A Hyland Software, Inc.Revolver9/19/20291,879Â (21)Inszone Mid, LLCDelayed Draw Term Loan11/10/20256,000Â (64)Inszone Mid, LLCRevolver11/12/2029817Â (16)Integrity Marketing Acquisition, LLCRevolver8/27/202652Â (1)Iris Buyer, LLCDelayed Draw Term Loan10/2/2030856Â (13)Iris Buyer, LLCRevolver10/2/20291,001Â (26)KENG Acquisition, Inc.Delayed Draw Term Loan8/1/20252,040Â (26)KENG Acquisition, Inc.Revolver8/1/2029781Â (10)KWOR Acquisition, Inc.Delayed Draw Term Loan6/22/20243,473Â (50)KWOR Acquisition, Inc.Revolver12/22/202770Â (1)Kaseya, Inc.Delayed Draw Term Loan6/23/2024803Â (4)Kaseya, Inc.Revolver6/25/2029642Â (3)Komline Sanderson Engineering Corp.Delayed Draw Term Loan5/27/20248,529Â (266)Komline Sanderson Engineering Corp.Revolver3/17/20264,746Â (148)50Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments â€” non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueLJ Avalon Holdings, LLCDelayed Draw Term Loan8/1/2024\$1,028Â \$ (24)LJ Avalon Holdings, LLCRevolver2/1/2029675Â (16)LUV Car Wash Group, LLCDelayed Draw Term Loan3/14/2024274Â (1)LegitScript, LLCDelayed Draw Term Loan6/24/20246,612Â (59)LegitScript, LLCRevolver6/24/20283,167Â (28)Lightspeed Solution, LLCDelayed Draw Term Loan3/1/20242,024Â (36)MHE Intermediate Holdings, LLCRevolver7/21/20272,500Â (25)MRI Software, LLCDelayed Draw Term Loan12/19/202574Â â€”Â A MRI Software, LLCRevolver2/10/20262,252Â (12)Magneto Components Buyco, LLCDelayed Draw Term Loan6/5/20253,035Â (28)Magneto Components Buyco, LLCRevolver12/5/20292,529Â (46)Magnolia Wash HoldingsRevolver7/14/202871Â (7)Majesco.Revolver9/21/20261,575Â (18)Mantech International CPDelayed Draw Term Loan9/14/202456Â â€”Â A Mantech International CPRevolver9/14/202853Â â€”Â A Mobile Communications America, Inc.Delayed Draw Term Loan10/16/20251,921Â (14)Mobile Communications America, Inc.Revolver10/16/2029960Â (14)Montana Buyer, Inc.Revolver7/22/2028400Â (3)Netwrix Corporation And Concept Searching, Inc.Delayed Draw Term Loan6/10/20241,528Â (23)Netwrix Corporation And Concept Searching, Inc.Revolver6/11/2029431Â (6)Oak Purchaser, Inc.Delayed Draw Term Loan4/28/2024127Â (3)Oak Purchaser, Inc.Revolver4/28/2028372Â (8)Omni Intermediate Holdings, LLCDelayed Draw Term Loan6/24/2024138Â (7)Omni Intermediate Holdings, LLCRevolver12/30/2025233Â (11)PCX Holding Corp.Revolver4/22/2027987Â (6)PDFTron Systems, Inc.Revolver7/15/20263,850Â (62)PPV Intermediate Holdings, LLCDelayed Draw Term Loan8/31/202515,090Â (124)Pareto Health Intermediate Holdings, Inc.Revolver6/1/2029792Â (6)Patriot Growth Insurance Services, LLCRevolver10/16/20284,485Â (44)Peter C. Foy & Associates Insurance Services, LLCDelayed Draw Term Loan10/19/20241,695Â (8)Peter C. Foy & Associates Insurance Services, LLCRevolver11/1/2027832Â (12)Pound Bidco, Inc.Delayed Draw Term Loan12/31/2024297Â â€”Â A Pound Bidco, Inc.Revolver1/30/20261,163Â â€”Â A Procure Acquireco, Inc. (Procure Analytics)Revolver12/10/2028238Â (7)Project Boost Purchaser, LLCDelayed Draw Term Loan5/2/2024589Â (1)51Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments â€” non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueProject Boost Purchaser, LLCRevolver5/2/2028\$449Â \$â€”Â A RSC Acquisition, Inc.Delayed Draw Term Loan2/14/2025610Â (5)Randy’s Holdings, Inc.Delayed Draw Term Loan11/1/20242,248Â (8)Randy’s Holdings, Inc.Revolver11/1/2028639Â (2)Raptor Merger Sub Debt, LLCRevolver4/1/20281,953Â (2)Recovery Point Systems, Inc.Revolver8/12/20264,000Â â€”Â A Redwood Services Group, LLCDelayed Draw Term Loan1/31/2025505Â (12)Revalize, Inc.Revolver4/15/202753Â (1)Riskconnect Parent, LLCDelayed Draw Term Loan7/7/2024558Â (1)RoadOne IntermodaLogisticsDelayed Draw Term Loan6/30/2024273Â (5)RoadOne IntermodaLogisticsRevolver12/29/2028309Â (6)Securicon, Inc.Revolver4/5/20283,782Â (210)Sherlock Buyer Corp.Delayed Draw Term Loan9/6/20253,215Â (2)Sherlock Buyer Corp.Revolver12/8/20271,286Â (1)Smash, Inc.Delayed Draw Term Loan2/18/2024536Â (9)Smash, Inc.Revolver2/16/2029268Â (5)Spectrio, LLCRevolver12/9/2026493Â (25)Spectrum Automotive Holdings Corp.Delayed Draw Term Loan6/29/20241,154Â (26)Spectrum Automotive Holdings Corp.Revolver6/29/2027881Â (20)Spotless Brands, LLCRevolver7/25/2028114Â (1)Stepping Stones Healthcare Services, LLCDelayed Draw Term Loan1/1/2024276Â (4)Stepping Stones Healthcare Services, LLCRevolver12/30/2026625Â (9)Summit Acquisition, Inc.Delayed Draw Term Loan1/1/20241,638Â (25)Summit Acquisition, Inc.Revolver5/1/2029819Â (12)Summit Buyer, LLCDelayed Draw Term Loan8/25/2025197Â (5)Summit Buyer, LLCRevolver1/14/20262,433Â (59)Superman Holdings, LLCDelayed Draw Term Loan5/1/2025380Â (5)Surewex Purchaser III, Inc.Delayed Draw Term Loan6/28/20241,128Â â€”Â A Surewex Purchaser III, Inc.Revolver12/28/2028494Â â€”Â A SuvetoRevolver9/9/2027930Â (19)Sweep Purchaser, LLCDelayed Draw Term Loan5/5/2024273Â (55)Sweep Purchaser, LLCRevolver1/30/202628Â (6)Syntax Systems LtdRevolver10/29/20261,447Â (26)Tamarack Intermediate, LLCDelayed Draw Term Loan10/6/2025398Â (6)Tamarack Intermediate, LLCRevolver3/13/2028900Â (22)Tank Holding Corp.Delayed Draw Term Loan5/2/2024494Â (10)52Table of ContentsMorgan Stanley Direct Lending FundConsolidated Schedule of Investments December 31, 2023(In thousands)Investments â€” non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueTank Holding Corp.Revolver3/31/2028\$587Â \$ (26)Thrive Buyer, Inc. (Thrive Networks)Revolver1/22/20271,321Â (26)Tidi Legacy Products, Inc.Delayed Draw Term

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The Company has elected to be regulated as a business development company (æ“æBDCæ”) under the Investment Company Act of 1940, as amended (the æ“æ1940 Actæ”). In addition, for U.S. federal income tax purposes, the Company has elected to be treated, and intends to comply with the requirements to qualify annually, as a regulated investment company (æ“æRICæ”) under Subchapter M of the Internal Revenue Code of 1986, as amended (the æ“æCodeæ”). The Company is not a subsidiary of or consolidated with Morgan Stanley. The Company was formed as a Delaware limited liability company on May 30, 2019 and, effective November 25, 2019, converted to a Delaware corporation. The Company commenced investment operations in January 2020. The Company has delegated the right to manage the assets of the Company to MS Capital Partners Adviser Inc., as the investment adviser to the Company (the æ“æAdviseræ” or æ“æInvestment Adviseræ”). The Investment Adviser is an indirect, wholly owned subsidiary of Morgan Stanley. The Companyæ”s investment objective is to achieve attractive risk-adjusted returns via current income and, to a lesser extent, capital appreciation by investing primarily in directly originated senior secured term loans issued by U.S. middle-market companies in which private equity sponsors have a controlling equity stake in the portfolio company. The Company conducted private offerings of its common stock, par value \$0.001 per share (the æ“æCommon Stockæ”), to investors in reliance on exemptions from the registration requirements of the Securities Act of 1933, as amended (the æ“æSecurities Actæ”). At the closing of each private offering, each investor made a capital commitment (a æ“æCapital Commitmentæ”) to purchase shares of Common Stock pursuant to a subscription agreement entered into with the Company. As of October 4, 2023, all Capital Commitments had been fully funded. On January 26, 2024, the Company closed its initial public offering (æ“æIPOæ”), issuing 5,000,000 shares of its Common Stock at a public offering price of \$20.67 per share. Net of underwriting fees, the Company received net cash proceeds, before offering expenses, of \$97.1 million. The Companyæ”s Common Stock began trading on the NYSE under the symbol æ“æMSDLæ” on January 24, 2024. 54Table of Contents(2) SIGNIFICANT ACCOUNTING POLICIESBasis of PresentationThe accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America (æ“æU.S. GAAPæ”). As an investment company, the Company applies the accounting and reporting guidance in Accounting Standards Codification (æ“æASCæ”) Topic 946, Financial Services æ“ Investment Companies (æ“æASC 946æ”) issued by the Financial Accounting Standards Board (æ“æFASBæ”). The interim consolidated financial statements have been prepared in accordance with U.S. GAAP for interim financial information and pursuant to the requirements for reporting on Form 10-Q and Articles 6 and 10 of Regulation S-X. Accordingly, certain disclosures accompanying the annual consolidated financial statements prepared in accordance with U.S. GAAP are omitted. In the opinion of management, all adjustments and reclassifications, consisting solely of normal recurring accruals considered necessary for the fair presentation of consolidated financial statements for the interim period presented, have been included. The current periodæ”s results of operations will not necessarily be indicative of results that the Company may ultimately achieve for the year ending December 31, 2024. Use of Estimates The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and expenses and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Such amounts could differ from those estimates and such differences could be material. Managementæ”s estimates are based on historical experiences and other factors, including expectations of future events that management believes to be reasonable under the circumstances. Assumptions and estimates regarding the valuation of investments involve a higher degree of judgment and complexity and these assumptions and estimates may be significant to the consolidated financial statements. ConsolidationAs provided under ASC 946, the Company will not consolidate its investment in a company other than an investment company subsidiary or a controlled operating company whose business consists of providing services to the Company. Accordingly, the Company consolidated the accounts of the Companyæ”s wholly owned subsidiaries in the consolidated financial statements. All intercompany balances and transactions have been eliminated in consolidation. The Company has formed wholly owned subsidiaries, which are structured as Delaware limited liability companies, for the purpose of holding certain investments in portfolio companies made by the Company. The Companyæ”s wholly owned subsidiaries include: DLF CA SPV LLC (æ“æCA SPVæ”), DLF SPV LLC (æ“æDLF SPVæ”), DLF Financing SPV LLC (æ“æFinancing SPVæ”) and DLF Equity Holdings LLC (æ“æEquity Holdingsæ”), collectively with CA SPV, DLF SPV and Financing SPV, the æ“æsubsidiariesæ”). The Company consolidates its wholly owned subsidiaries in these consolidated financial statements. Cash and Cash Equivalents Cash and cash equivalents consist of demand deposits and highly liquid investments, such as money market funds, with original maturities of three months or less, and restricted cash pledged as collateral. Cash and cash equivalents are carried at cost, which approximates fair value. The Company deposits its cash and cash equivalents with financial institutions and, at times, may exceed the Federal Deposit Insurance Corporation insured limit. Foreign Currency Translation The functional currency of the Company is the U.S. Dollar. Investments denominated in foreign currencies are translated into U.S. Dollars based upon currency exchange rates effective on the last business day of the current reporting period. Net changes in fair value of investments due to foreign exchange rates fluctuation is recorded as change in unrealized appreciation (depreciation) from translation of assets and liabilities in foreign currencies on the Consolidated Statements of Operations. Investment and non-investment activities denominated in foreign currencies, including purchase and sales of investments, borrowings and repayments of debt, income and expenses, are translated into U.S. dollars based upon currency exchange rates prevailing on the transaction dates. Investments Investment transactions are recorded on the trade date. Receivables/payables from investments sold/purchased on the Consolidated Statements of Assets and Liabilities consist of amounts receivable to or payable by the Company for transactions that have not settled at the reporting date. Realized gains or losses are measured by the difference between the net proceeds received (excluding prepayment fees, if any) and the amortized cost basis of the investment using the specific identification method without regard to unrealized gains or losses previously recognized, and include investments charged off during the period, net of recoveries. The net change in unrealized gains or losses primarily reflects the change in investment values, including the reversal of previously recorded unrealized gains or losses with respect to investments realized during the period. 55Table of ContentsThe Company’s Board of Directors (the æ“æBoard of Directorsæ” or the æ“æBoardæ”), with the assistance of the Companyæ”s audit committee (the æ“æAudit Committeeæ”), determines the fair value of the Companyæ”s investments in accordance with ASC Topic 820, Fair Value Measurements (æ“æASC 820æ”) issued by the FASB. The Board of Directors has delegated to the Investment Adviser as the valuation designee (the æ“æValuation Designeeæ”) the responsibility of determining the fair value of the Companyæ”s investment portfolio, subject to oversight of the Board of Directors, pursuant to Rule 2a-5 under the 1940 Act. As such, the Valuation Designee is charged with determining the fair value of the Companyæ”s investment portfolio, subject to oversight of the Board of Directors. ASC 820 defines fair value as æ“æthe price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.æ” Fair value is a market-based measurement, not an entity-specific measurement. For some investments, observable market transactions or market information might be available. For other investments, observable market transactions and market information might not be available. However, the objective of a fair value measurement in both cases is the same - to estimate the price when an orderly transaction to sell the investment would take place between market participants at the measurement date under current market conditions (that is, an exit price at the measurement date from the perspective of a market participant). Refer to Note 5 æ“æFair Value Measurementsæ” for the Companyæ”s framework for determining fair value, fair value hierarchies, and the composition of the Companyæ”s portfolio. Derivative Instruments Pursuant to ASC 815 Derivatives and Hedging, all derivative instruments entered into by the Company are designated as hedging instruments. For all derivative instruments designated as a hedge, the entire change in the fair value of the hedging instrument shall be recorded in the same line item of the Consolidated Statements of Operations as the hedged item. The Companyæ”s derivative instruments are used to hedge certain of the Companyæ”s fixed rate debt, and therefore both the periodic payment and the change in fair value for the effective hedge, if applicable, will be recognized as components of interest expense in the Consolidated Statements of Operations. Fair value is estimated by discounting remaining payments using applicable current market rates, or market quotes, if available. Rule 18f-4 requires BDCs that use derivatives to, among other things, comply with a value-at-risk leverage limit, adopt a derivatives risk management program, and implement certain testing and board reporting procedures. Rule 18f-4 exempts BDCs that qualify as æ“ælimited derivatives usersæ” from the aforementioned requirements, provided that these BDCs adopt written policies and procedures that are reasonably designed to manage the BDCæ”s derivatives risks and comply with certain recordkeeping requirements. Rule 18f-4 provides that a BDC may enter into an unfunded commitment agreement that is not a derivatives transaction, such as an agreement to provide financing to a portfolio company, if the BDC has, among other things, a reasonable belief, at the time it enters into such an agreement, that it will have sufficient cash and cash equivalents to meet its obligations with respect to all of its unfunded commitment agreements, in each case as it becomes due. Pursuant to Rule 18f-4, when we trade reverse repurchase agreements or similar financing transactions, including certain tender option bonds, we need to aggregate the amount of any other senior securities representing indebtedness (e.g., bank borrowings, if applicable) when calculating our asset coverage ratio. The Company currently qualifies as a æ“ælimited derivatives useræ” and expects to continue to do so. Revenue Recognition Interest Income Interest income is recorded on an accrual basis and includes the accretion of discounts and amortizations of premiums. Discounts from and premiums to par value on debt investments purchased are accreted/amortized into interest income over the life of the respective investment using the effective interest method. The amortized cost of debt investments represents the original cost, including loan origination fees and upfront fees received that are deemed to be an adjustment to yield, adjusted for the accretion of discounts and amortization of premiums, if any. Exit fees that are receivable upon repayment of a loan or debt security are amortized into interest income over the life of the respective investment. Upon prepayment of a loan or debt investment, any prepayment premiums, unamortized upfront loan origination fees and unamortized discounts are recorded as interest income in the current period. PIK Income The Company has debt investments in its portfolio that contain payment-in-kind (æ“æPIKæ”) provisions. PIK represents interest that is accrued and recorded as interest income at the contractual rates, increases the loan principal on the respective capitalization dates, and is generally due at maturity. Such income is included in PIK income on the Consolidated Statements of Operations. If at any point the Company believes PIK is not expected to be realized, the investment generating PIK will be placed on non-accrual status. When a PIK investment is placed on non-accrual status, the accrued, uncanceled interest is generally reversed through PIK income. This non-cash source of income is included when determining what must be paid out to stockholders in the form of distributions in order for the Company to maintain its status as a RIC, even though the Company has not yet collected cash. Dividend Income Dividend income on preferred equity investments is recorded on an accrual basis to the extent that such amounts are payable by the portfolio company and are expected to be collected. Dividend income on common equity investments is recorded on the record date for private portfolio companies. Dividend income is presented net of withholding tax, if any. Other Income æ56Table of ContentsThe Company may receive various fees in the ordinary course of business such as structuring, consent, waiver, amendment and syndication fees as well as fees for managerial assistance rendered by the Company to the portfolio companies. Such fees are recognized in income when earned or when the services are rendered and there is no uncertainty or contingency related to the amount to be received. Non-Accrual Investments Loans are generally placed on non-accrual status when there is reasonable doubt that principal or interest will be collected in full. Accrued interest is generally reversed when a loan is placed on non-accrual status. Additionally, any original issue discount and market discount are no longer accreted to interest income as of the date the loan is placed on non-accrual status. Interest payments received on non-accrual loans may be recognized as income or applied to principal depending upon managementæ”s judgment regarding collectability. Non-accrual loans are restored to accrual status when past due principal and interest are paid current and, in managementæ”s judgment, are likely to remain current. Management may determine to not place a loan on non-accrual status if the loan has sufficient collateral value and is in the process of collection. As of both June 30, 2024 and December 31, 2023, the Company had certain investments in two portfolio companies that were on non-accrual status. The amortized cost of investments on non-accrual status as of June 30, 2024 and December 31, 2023 was \$12,373 and \$19,353, respectively. Offering Costs The Company records expenses related to public equity offerings as a reduction of capital upon completion of an offering of registered securities. Deferred Financing Costs and Debt Issuance Costs Deferred financing and debt issuance costs consist of fees and expenses paid in connection with the closing of and amendments to the Companyæ”s borrowings. The aforementioned costs are amortized using the straight-line method over each instrumentæ”s term. Deferred financing costs related to a revolving credit facility is presented separately as an asset on the Companyæ”s Consolidated Statements of Assets and Liabilities. Deferred debt issuance costs related to any notes are presented net against the outstanding debt balance on the Consolidated Statements of Assets and Liabilities. Income Taxes The Company has elected to be treated as a RIC under Subchapter M of the Code. So long as the Company maintains its status as a RIC, it generally will not pay corporate U.S. federal income taxes on any ordinary income or capital gains that it distributes, at least annually, to its stockholders as distributions. In order to continue to qualify as a RIC, the Company must meet certain minimum distribution, source-of-income and asset diversification requirements. If such requirements are met, then the Company is generally required to pay income taxes only on the portion of its taxable income and gains it does not distribute. The minimum distribution requirements applicable to RICs require the Company to distribute to its stockholders at least 90% of its investment company taxable income (the æ“æICTIæ”), as defined by the Code, each year. Depending on the level of ICTI earned in a tax year, the Company may choose to carry forward ICTI in excess of current year distributions into the next tax year. Any such carryover ICTI must be distributed before the end of that next tax year through a distribution declared prior to filing the final tax return related to the year which generated such ICTI. A Å In addition, based on the excise distribution requirements, the Company is subject to a 4% nondeductible federal excise tax on undistributed income unless the Company distributes in a timely manner an amount at least equal to the sum of (1) 98% of its ordinary income for each calendar year, (2) 98.2% of capital gain net income (both long-term and short-term) for the one-year period ending October 31 in that calendar year and (3) any income realized, but not distributed, in the preceding year. For this purpose, however, any ordinary income or capital gain net income retained by the Company that is subject to corporate income tax is considered to have been distributed. For the three and six months ended June 30, 2024, the Company accrued \$500 and \$936 of U.S. federal excise tax, respectively. For the three and six months ended June 30, 2023, the Company accrued \$0 and \$0 of U.S. federal excise tax, respectively. A Å Å The Company evaluates tax positions taken or expected to be taken in the course of preparing its consolidated financial statements to determine whether the tax positions are æ“æmore likely than notæ” to be sustained by the applicable tax authority. All penalties and interest associated with income taxes, if any, are included in income tax expense. New Accounting Pronouncements In December 2023, the FASB issued ASU 2023-09 æ“æIncome Taxes (Topic 740): Improvements to Income Tax Disclosures,æ” (æ“æASU 2023-09æ”). ASU 2023-09 requires additional disaggregated disclosures on the entityæ”s effective tax rate reconciliation and additional details on income taxes paid. ASU 2023-09 is effective on a prospective basis, with the option for retrospective application, for annual 57Table of Contentsperiods beginning after December 15, 2024 and early adoption is permitted. The Company does not expect the adoption of ASU 2023-09 to have a material impact on its consolidated financial statements. (3) SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS Investment Advisory Agreement On November 25, 2019, the Company entered into an investment advisory agreement with our Adviser (the “Original Investment Advisory Agreement”). The Original Investment Advisory Agreement had an initial term of two years continued thereafter from year to year if approved annually by the Board of Directors or the Companyæ”s stockholders, including, in each case, a majority of the directors who are not æ“æinterested personsæ” as defined in Section 2(a)(19) of the 1940 Act (the æ“æIndependent Directorsæ”). On January 24, 2024, the Company entered into the Amended and Restated Investment Advisory Agreement with the Adviser (as amended and restated, the æ“æInvestment Advisory Agreementæ”). The Investment Advisory Agreement incorporates (i) a cumulative three-year lookback provision and (ii) a cap on quarterly income incentive fee payments based on net realized capital loss, if any, during the applicable three-year lookback period. The Investment Advisory Agreement will continue from year to year if approved annually the Board of Directors or the Companyæ”s stockholders, including, in each case, a majority of the

Independent Directors. The Company pays the Investment Adviser a fee for its services under the Investment Advisory Agreement consisting of two components: a base management fee (the “Base Management Fee”) and an incentive fee. The cost of both the Base Management Fee and the incentive fee are ultimately borne by the stockholders. Base Management Fee The Base Management Fee is calculated at an annual rate of 1.0% of the Company’s average gross assets at the end of the two most recently completed calendar quarters, including assets purchased with borrowed funds or other forms of leverage but excluding cash and cash equivalents. Pursuant to the Original Investment Advisory Agreement, the Adviser agreed to irrevocably waive the portion of the Base Management Fee in excess of 0.25% of the Company’s average gross assets calculated in accordance with the Original Investment Advisory Agreement prior to a listing of the Common Stock on a national securities exchange. Pursuant to the Investment Advisory Agreement, the Adviser has agreed to irrevocably waive any portion of the Base Management Fee in excess of 0.75% of the Company’s average gross assets calculated in accordance with the Investment Advisory Agreement for the period from January 24, 2024 to January 24, 2025 (the “Waiver Period”). Base Management Fees waived during the Waiver Period are not subject to recoupment by the Adviser. For services rendered under the Investment Advisory Agreement, the Base Management Fee is payable quarterly in arrears. Base Management Fees for any partial month or quarter will be appropriately pro-rated. For the three and six months ended June 30, 2024, Base Management Fees were \$6,479 and \$11,612, net of waiver, respectively. For the three and six months ended June 30, 2023, Base Management Fees were \$1,862 and \$3,688, net of waiver, respectively. As of June 30, 2024 and December 31, 2023, \$6,479 and \$2,012, respectively, were payable to the Investment Adviser relating to Base Management Fees. Incentive Fee The incentive fee consists of two components that are determined independently of each other, with the result that one component may be payable even if the other is not. One component is based on income and the other component is based on capital gains. i. Incentive Fee Based on Income The first part is determined and paid quarterly based on the Company’s pre-incentive fee net investment income, and is subject to an Incentive Fee Cap (as defined below) pursuant to the Investment Advisory Agreement. Pre-incentive fee net investment income is defined as interest income, dividend income and any other income accrued during the calendar quarter, minus operating expenses for the quarter, including the base management fee, expenses payable under the Administration Agreement (as defined below), any interest expense and distributions paid on any issued and outstanding preferred stock, but excluding the incentive fee. Pre-incentive fee net investment income does not include any realized capital gains, realized capital losses or unrealized capital appreciation or depreciation. Pre-incentive fee net investment income includes, in the case of investments with a deferred interest feature (such as debt instruments with PIK interest and zero coupon securities), accrued income that the Company has not yet received in cash. The Investment Adviser is not obligated to return any incentive fee it receives on PIK interest that is later determined to be uncollectible in cash. Pursuant to the Original Investment Advisory Agreement, the Company paid its Adviser an income-based incentive fee with respect to the Company’s pre-incentive fee net investment income in each calendar quarter as follows: 58 Table of Contents a. No income based incentive fee if the Company’s pre-incentive fee net investment income, expressed as a return on the value of the Company’s net assets at the end of the immediately preceding calendar quarter, does not exceed the hurdle rate of 1.5% (6.0% annualized); b. 100% of the Company’s pre-incentive fee net investment income, if any, that exceeds the hurdle rate but is less than 1.8182% (7.2728% annualized). This portion of the pre-incentive fee net investment income (which exceeds the Hurdle Rate but is less than 1.8182%) is referred to as the “catch-up.” This catch-up portion is meant to provide the Adviser with approximately 17.5% of the Company’s pre-incentive fee net investment income as if a hurdle rate did not apply if the catch-up is achieved; and c. 17.5% of the Company’s pre-incentive fee net investment income, if any, that exceeds the rate of return of 1.8182% (7.2728% annualized). Pursuant to the Investment Advisory Agreement, the Company pays its Adviser an incentive fee on its aggregate pre-incentive fee net investment income in respect of (1) for the quarter ending March 31, 2024 (the “First Calendar Quarter”), the First Calendar Quarter, and (2) commencing with the quarter ending June 30, 2024, the current calendar quarter and eleven preceding calendar quarters beginning with the calendar quarter commencing on April 1, 2024 (or the appropriate portion thereof in the case of any of our first eleven calendar quarters that commence on or after April 1, 2024) (in either case, the “Trailing Twelve Quarters”). Pre-incentive fee net investment income in respect of the First Calendar Quarter will be compared to a hurdle rate equal to 1.5% (6.0% annualized), and, if pre-incentive fee net investment income for the First Calendar Quarter exceeds the hurdle rate, the incentive fee will be 100% of pre-incentive fee net investment income until the Adviser has received a catch-up equal to 17.5%, plus 17.5% of pre-incentive fee net investment income above the catch-up. Commencing with the quarter ending June 30, 2024, pre-incentive fee net investment income in respect of the relevant Trailing Twelve Quarters will be compared to a Hurdle Rate equal to the product of (i) the hurdle rate of 1.5% per quarter (6% annualized) and (ii) the sum of the Company’s net assets (defined as total assets less indebtedness and before taking into account any incentive fees payable during the period) at the beginning of each applicable calendar quarter comprising the relevant Trailing Twelve Quarters. The incentive fee based on income for each calendar quarter will be determined as follows: a. No incentive fee based on pre-incentive fee net investment income in any calendar quarter in which pre-incentive fee net investment income in respect of the relevant Trailing Twelve Quarters does not exceed the Hurdle Rate; b. 100% of pre-incentive fee net investment income in respect of the Trailing Twelve Quarters with respect to that portion of such pre-incentive fee net investment income, if any, that exceeds the hurdle rate but is less than 1.8182% in any calendar quarter (7.2728% annualized). This portion of the pre-incentive fee net investment income (which exceeds the hurdle rate but is less than 1.8182%) is referred to as the “catch-up.” The catch-up is meant to provide the Adviser with approximately 17.5% of our pre-incentive fee net investment income as if a hurdle rate did not apply if this net investment income exceeds 1.8182% in any calendar quarter; and c. 17.5% of the pre-incentive fee net investment income in respect of the Trailing Twelve Quarters that exceeds 1.8182% in any calendar quarter (7.2728% annualized), which reflects that once the hurdle rate is reached and the catch-up is achieved, 17.5% of all pre-incentive fee net investment income is paid to the Adviser. Commencing with the quarter ending June 30, 2024, each income incentive fee will be subject to an incentive fee cap (the “Incentive Fee Cap”) that in respect of any calendar quarter is an amount equal to 17.5% of the Cumulative Pre-Incentive Fee Net Return (as defined herein) during the Trailing Twelve Quarters less the aggregate incentive fees based on income that were paid to the Adviser in the preceding eleven calendar quarters (or portion thereof) comprising the relevant Trailing Twelve Quarters. In the event the Incentive Fee Cap is zero or a negative value then no income incentive fee shall be payable and if the Incentive Fee Cap is less than the amount of incentive fee based on income that would otherwise be payable, the amount of incentive fee based on income shall be reduced to an amount equal to the Incentive Fee Cap. c. Cumulative Pre-Incentive Fee Net Return (A) during the First Calendar Quarter, the sum of pre-incentive fee net investment income in the First Calendar Quarter and (B) during the relevant Trailing Twelve Quarters, the sum of (x) pre-incentive fee net investment income in respect of the Trailing Twelve Quarters and (y) Adjusted Capital Returns (as defined below) in respect of the Trailing Twelve Quarters. If, in any calendar quarter, the Incentive Fee Cap is zero or a negative value, the Company shall pay no income incentive fee to the Adviser in respect of that quarter. If, in any calendar quarter, the Incentive Fee Cap is a positive value but is less than the incentive fee calculated as described above, the Company shall pay the Adviser the Incentive Fee Cap in respect of such quarter. If, in any calendar quarter, the Incentive Fee Cap is equal to or greater than the incentive fee calculated as described above, the Company shall pay the Adviser the incentive fee in respect of such quarter. d. Adjusted Capital Returns In respect of a particular period means the sum of aggregate realized losses and aggregate realized capital gains in respect of such period. 59 Table of Contents For the Waiver Period, the Adviser has irrevocably waived its right to receive each component of the income incentive fee in excess of amounts calculated as described above using (1) 15.0% instead of 17.5% and (2) a catch-up amount (as applicable) calculated using 1.7647% in place of 1.8182%. For periods in which the waiver described in this paragraph is in effect for less than a full quarter or calendar year, as applicable, the applicable incentive fee shall be calculated at a weighted rate during the applicable days in such period during the Waiver Period. For the three and six months ended June 30, 2024, income based incentive fees were \$9,903 and \$20,028, net of waiver respectively. For the three and six months ended June 30, 2023, income based incentive fees were \$10,138 and \$19,519, respectively. As of June 30, 2024 and December 31, 2023, \$9,903 and \$11,766, respectively, were payable to the Investment Adviser relating to income based incentive fees. ii. Incentive Fee Based on Capital Gains The second part of the incentive fee is determined on realized capital gains calculated and payable in arrears in cash as of the end of each calendar year or upon the termination of the Investment Advisory Agreement in an amount equal to 17.5% of realized capital gains, if any, on a cumulative basis from the date of the Company’s election to be regulated as a BDC through the end of a given calendar year or upon the termination of the Investment Advisory Agreement, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis, less the aggregate amount of any previously paid capital gain incentive fees (the “Cumulative Capital Gains”). For the purpose of computing the incentive fee on capital gains, the calculation methodology looks through derivative financial instruments or swaps as if the Company owned the reference assets directly. For the calendar years ended December 31, 2024 and December 31, 2025, the Adviser has irrevocably waived any capital gains incentive fee in excess of amounts calculated as described above using 15.0% instead of 17.5%. In the calculation of any such capital gains incentive fee solely with respect to the Waiver Period, such that the capital gains incentive fee shall be calculated at a weighted rate calculated based on this waiver being applicable only during the applicable days in such calendar year during the Waiver Period, based, in each case, on the number of days in the applicable year. Under U.S. GAAP, the Company is required to accrue an incentive fee on capital gains, including unrealized capital appreciation even though such unrealized capital appreciation is not included in calculating the incentive fee payable under the Investment Advisory Agreement. If such amount is positive at the end of a period, then the Company records an incentive fee on capital gain incentive fee equal to 17.5% (or 15% during the Waiver Period) of such amount, less the aggregate amount of any previously paid capital gain incentive fees. If such amount is negative, no accrual is recorded for such period. For the three and six months ended June 30, 2024, the Investment Adviser accrued \$0 and \$0 capital gains incentive fees. For the three and six months ended June 30, 2023, the Investment Adviser accrued \$0 and \$0 capital gains incentive fees. The Investment Advisory Agreement does not permit unrealized capital appreciation for purposes of calculating the amount payable to the Investment Adviser. Amounts due related to unrealized capital appreciation, if any, will not be paid to the Investment Adviser until realized under the terms of the Investment Advisory Agreement and determined based on the calculation. Incentive fees on Cumulative Capital Gains crystallize at calendar year-end. As of June 30, 2024 and December 31, 2023, \$0 and \$0, respectively, were payable to the Investment Adviser relating to capital gains incentive fees payable. Administration Agreement MS Private Credit Administrative Services LLC (the “Administrator”) is the administrator of the Company pursuant to an administration agreement (the “Administration Agreement”). The Administrator is an indirect, wholly owned subsidiary of Morgan Stanley. Pursuant to the Administration Agreement, the Administrator provides services and receives reimbursements from the Company for its costs and expenses and the Company’s allocable portion of overhead costs incurred by the Administrator in performing its obligations under the Administration Agreement, including the Company’s allocable portion of the compensation paid to its Chief Financial Officer and Chief Compliance Officer. Reimbursement under the Administration Agreement occurs quarterly in arrears. The Administration Agreement had an initial term of two years and continues thereafter from year to year if approved annually by the Board of Directors. For the three and six months ended June 30, 2024, the Company incurred \$17 and \$42, respectively, in expenses under the Administration Agreement, which were recorded in administrative service fees on the Consolidated Statements of Operations. For the three and six months ended June 30, 2023, the Company incurred \$60 and \$114, respectively, in expenses under the Administration Agreement, which were recorded in administrative service fees on the Consolidated Statements of Operations. Amounts unpaid and included in payable to affiliates on the Consolidated Statements of Assets and Liabilities as of June 30, 2024 and December 31, 2023 were \$128 and \$178, respectively. Sub-Administration Agreement 60 Table of Contents The Company has entered into sub-administration agreement with State Street Bank and Trust Company (the “Sub-Administrator”) under which the Sub-Administrator provides various accounting and administrative services to the Company. The Sub-Administrator also serves as the Company’s custodian, transfer agent, distribution paying agent and registrar. Placement Agent Agreement On August 30, 2019, the Company entered into a placement agent agreement (the “Placement Agent Agreement”) with Morgan Stanley Distribution Inc. (the “Paying Agent”), Morgan Stanley Smith Barney LLC (the “Placement Agent”) and the Investment Adviser. Under the terms of the Placement Agent Agreement, the Placement Agent and certain of its affiliates assisted in the placement of Common Stock in the Company’s private offerings. The Company was not liable for any payments to the Placement Agent pursuant to the Placement Agent Agreement. Payments were made by the Investment Adviser to the Placement Agent. To the extent the Paying Agent received any payments it would remit the payment to the Placement Agent. The Placement Agent Agreement terminated on January 24, 2024. MS Credit Partners Holdings, Inc. Investment MS Credit Partners Holdings, Inc., or MS Credit Partners Holdings, a wholly owned subsidiary of Morgan Stanley and an affiliate of the Investment Adviser, made an aggregate capital commitment of \$200,000 to the Company pursuant to a subscription agreement entered into in December 2019, which had been fully funded as of October 4, 2023. As of June 30, 2024 and December 31, 2023, MS Credit Partners Holdings held approximately 10.9% and 11.7% of the Company’s outstanding shares of Common Stock, respectively. Morgan Stanley has no further capital, liquidity or other financial obligation to the Company beyond this equity investment. Morgan Stanley & Co. Related Transactions Morgan Stanley & Co. LLC, an indirect, wholly owned subsidiary of Morgan Stanley and an affiliate of the Investment Adviser, served as an initial purchaser in connection with the private placement of the Company’s 2027 Notes (as defined below in Note 6. Debt) and received fees of \$213 at closing on February 11, 2022, under the purchase agreement entered into by the Company in connection with such private placement. Morgan Stanley & Co. LLC served as a co-agent in connection with the private placement of the Company’s 2025 Notes (as defined below in Note 6. Debt) and received fees of \$138 at closing on September 13, 2022. Morgan Stanley & Co. LLC served as a co-agent in connection with the private placement of the Company’s 2029 Notes (as defined below in Note 6. Debt) and received fees of \$210 at closing on May 27, 2024. Morgan Stanley & Co. LLC served as an underwriter in the IPO and received \$1,241 of underwriting fees at closing on January 26, 2024. (4) INVESTMENTS The composition of the Company’s investment portfolio at cost and fair value was as follows: June 30, 2024 December 31, 2023 (1) Cost Fair Value % of Total Investments at Fair Value Cost Fair Value % of Total Investments at Fair Value First Lien Debt \$3,356,586 \$3,345,743 95.3% \$3,027,413 \$3,004,544 94.1% Second Lien Debt 122,416 \$103,144 2.9% 146,014 \$132,415 4.1% Other Debt Investments 9,298 \$4,674 0.2% 3,410 \$2,064 0.1% Equity 53,735 \$56,932 1.6% 49,939 \$54,538 1.7% Total \$3,542,035 \$3,514,286 100.0% % \$3,226,776 \$3,193,561 100.0% (1) The Company reclassified certain investment composition groupings by breaking out Other Securities into Other Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of Assets and Liabilities as of December 31, 2023. 61 Table of Contents The industry composition of investments at fair value was as follows: June 30, 2024 December 31, 2023 Aerospace & Defense 2.3% 2.2% Air Freight & Logistics 0.5% 1.1% Automobile Components 3.2% 3.5% Automobiles 3.1% 4.7% Biotechnology 0.8% 0.5% Building Products 0.4% 4.4% Chemicals 0.6% 0.6% Commercial Services & Supplies 9.2% 9.6% Construction & Engineering 1.7% 1.5% Consumer Staples Distribution & Retail 0.6% 4.0% Containers & Packaging 1.3% 1.4% Distributors 2.6% 2.9% Diversified Consumer Services 4.7% 2.5% Electronic Equipment, Instruments & Components 1.9% 2.1% Energy Equipment & Services 0.4% 0.5% Financial Services 2.2% 1.9% Food Products 2.2% 2.3% Ground Transportation 0.6% 4.0% Health Care Equipment & Supplies 0.6% 0.7% Health Care Providers & Services 4.3% 4.6% Health Care Technology 1.7% 1.9% Industrial Conglomerates 1.3% 1.3% Insurance Services 14.3% 14.9% Interactive Media & Services 2.9% 3.2% IT Services 9.0% 8.7% Leisure Products 0.5% 0.7% Life Sciences Tools & Services 0.4% 4.0% Machinery 2.1% 2.1% Multi-Utilities 0.8% 0.7% Pharmaceuticals 0.3% 0.4% Professional Services 3.7% 3.8% Real Estate Management & Development 3.9% 5.3% Software 15.7% 14.2% Wireless Telecommunication Services 0.2% 0.2% Total 100.0% 100.0% The geographic composition of investments at cost and fair value was as follows: June 30, 2024 December 31, 2023 Cost Fair Value % of Total Investments at Fair Value Cost Fair Value % of Total Investments at Fair Value Australia \$16,970 \$17,219 0.5% \$16,985 \$17,048 0.5% Canada 150,077 \$151,102 4.3% 98,674 \$98,387 3.1% United Kingdom 11,713 \$11,311 0.3% 12,398 \$12,629 0.4% United States 3,363,275 \$3,334,654 94.9% 3,098,719 \$3,065,497 96.0% Total \$3,542,035 \$3,514,286 100.0% % \$3,226,776 \$3,193,561 100.0% (2) Table of Contents (5) FAIR VALUE MEASUREMENTS ASC 820 establishes a hierarchical disclosure framework which ranks the observability of inputs used in measuring financial instruments at fair value. The observability of inputs is impacted by a number of factors, including the type of financial instruments and their specific characteristics. Financial instruments with readily available quoted prices, or for which fair value can be measured from quoted prices in active markets, generally will have a higher degree of market price observability and a lesser degree of judgment applied in determining fair value. The three-level hierarchy for fair value measurements is defined as follows: Level 1 Inputs to the valuation methodology are quoted prices available in active markets for identical financial instruments as of the measurement date. The types of financial instruments in this category include unrestricted securities, including equities and derivatives, listed in active markets. The Company will not adjust the quoted price for these instruments, even in situations where the Company holds a large position and a sale could reasonably impact the quoted price. Level

2â€“inputs to the valuation methodology are quoted prices in markets that are not active or for which all significant inputs are either directly or indirectly observable as of the measurement date. The types of financial instruments in this category include less liquid and restricted securities listed in active markets, securities traded in markets that are not active, and certain over-the-counter derivatives where the fair value is based on observable inputs.Level 3â€“inputs to the valuation methodology are unobservable and significant to the overall fair value measurement, and include situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. The types of financial instruments in this category include investments in privately held entities, non-investment grade residual interests in securitizations and certain over-the-counter derivatives where the fair value is based on unobservable inputs.In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the determination of which category within the fair value hierarchy is appropriate for any given financial instrument is based on the lowest level of input that is significant to the fair value measurement. Assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the financial instrument.Pursuant to the framework set forth above, the Company values securities traded in active markets on the measurement date by multiplying the exchange closing price of such traded securities/instruments by the quantity of shares or amount of the instrument held. The Company may also obtain quotes with respect to certain of the investments from pricing services, brokers or dealersâ€“ quotes, or counterparty marks in order to value liquid assets that are not traded in active markets. Pricing services aggregate, evaluate and report pricing from a variety of sources including observed trades of identical or similar securities, broker or dealer quotes, model-based valuations and internal fundamental analysis and research. When doing so, the Company determines whether the quote obtained is sufficient according to U.S. GAAP to determine the fair value of the security. If determined adequate, the Company uses the quote obtained.Securities that are illiquid or for which the pricing source does not provide a valuation or methodology or provides a valuation or methodology that, in the judgment of the Valuation Designee or the Board of Directors, does not represent fair value, each is valued as of the measurement date using all techniques appropriate under the circumstances and for which sufficient data is available. These valuation techniques may vary by investment but include comparable public market valuations, comparable precedent transaction valuations and discounted cash flow analyses. Non-controlled debt investments are generally fair valued using discounted cash flow technique. Expected cash flows are projected based on contractual terms and discounted back to the measurement date based on a discount rate. Discount rate is determined based upon an assessment of current and expected yields for similar investments and risk profiles. Non-controlled equity investments are generally fair valued using a market approach and/or an income approach. The market approach typically utilizes market value multiples of comparable publicly traded companies. The income approach typically utilizes a discounted cash flow analysis of the portfolio company. The Valuation Designee, under the supervision of the Board of Directors undertakes a multi-step valuation process each quarter, as described below:1)each portfolio company or investment is initially valued by using a standardized template designed to approximate fair market value based on observable market inputs and updated credit statistics and unobservable inputs; 2)preliminary valuation conclusions are documented and reviewed by a valuation committee comprised of members of the Investment Adviserâ€“s senior management; 3)the Board of Directors or Valuation Designee engages independent third-party valuation firms to provide positive assurance on a portion of the Companyâ€“s illiquid investments each quarter (such that each illiquid investment is reviewed by an independent valuation firm at least once on a rolling twelve-month basis) including review of managementâ€“s preliminary valuation and conclusion of fair value;63Table of Contents4)the Audit Committee reviews the assessments of the Valuation Designee and the independent third-party valuation firms and provides the Board of Directors with recommendations with respect to the fair value of each investment in the Companyâ€“s portfolio; and 5)the Board of Directors discusses the valuation recommendations of the Audit Committee and determine the fair value of each investment in the Companyâ€“s portfolio in good faith based on the input of the Valuation Designee and, where applicable, the third-party valuation firms. The fair value is generally determined based on the assessment of the following factors, as relevant:â€“ the nature and realizable value of any collateral; â€“ the fair value call features, put features and other relevant terms of debt; â€“ the portfolio companyâ€“s leverage and ability to make payments; â€“ the portfolio companyâ€“s public or private letter credit ratings; â€“ the portfolio companyâ€“s actual and expected earnings and discounted cash flow; â€“ the prevailing interest rates for like securities and expected volatility in future interest rates; â€“ the markets in which the issuer does business and recent economic and/or market events; and â€“ the comparisons to publicly traded securities. Investment performance data utilized will be the most recently available as of the measurement date which in many cases may reflect up to a one quarter lag in information.The Board of Directors is ultimately responsible for the determination, in good faith, of the fair value of the Companyâ€“s portfolio investments. The following tables present the fair value hierarchy of investments: June 30, 2024December 31, 2023(2)Level 1Level 2Level 3TotalLevel 1Level 2Level 3TotalFirst Lien Debtâ€“ \$26,691Â \$3,319,052Â \$3,345,743Â â€“ \$24,674Â \$2,979,870Â \$3,004,544Â Second Lien Debtâ€“ \$35,858Â \$7,286Â \$103,144Â â€“ \$35,567Â \$6,848Â \$132,415Â Other Debt Investmentsâ€“ \$8,467Â \$8,467Â â€“ \$2,064Â \$2,064Â Equityâ€“ \$41,505Â \$41,505Â â€“ \$38,572Â \$38,572Â Subtotalâ€“ \$62,549Â \$3,436,310Â \$3,498,859Â â€“ \$60,241 measured at net asset value(1)15,427Â 15,966Â Total Investments\$3,514,286Â \$3,193,561Â Cash equivalents\$21,107Â â€“ \$21,107Â â€“ \$â€“ \$â€“ (1) The Company, as a practical expedient, estimates the fair value of its investment in Help HP SCF Investor, LP using the net asset value of the Companyâ€“s membersâ€“ interest in the entity. As such, the fair value has not been classified within the fair value hierarchy.(2) The Company reclassified certain investment composition groupings by breaking out Other Securities into Other Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of Assets and Liabilities as of December 31, 2023.64Table of ContentsThe following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2024:First Lien DebtSecond Lien DebtOther Debt InvestmentsEquityTotal InvestmentsFair value, beginning of period\$3,093,759Â \$82,186Â \$2,163Â \$41,565Â \$3,219,673Â Purchases of investments(1)493,351Â â€“ \$5,770Â 497Â 499,618Â Proceeds from principal repayments and sales of investments(1)(274,169) (14,780)â€“ â€“ (288,949)Accretion of discount/amortization of premium4,238Â 255Â 4Â â€“ 4,497Â Payment-in-kind2,074 230Â 95Â 701Â Net change in unrealized appreciation (depreciation)4,840 (605)435Â (1,258)3,412Â Net realized gains (losses)â€“ 2Â â€“ 2Â â€“ 2Â Transfers into/(out) of Level 3(2)(5,174)â€“ 2Â â€“ 2Â (5,174)Fair value, end of period\$3,319,052Â \$67,286Â \$8,467Â \$41,505Â \$3,436,310Â Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2024\$3,387Â \$(414)\$435Â \$(1,295)\$2,113Â The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the six months ended June 30, 2024:First Lien DebtSecond Lien DebtOther Debt InvestmentsEquityTotal InvestmentsFair value, beginning of period\$2,979,870Â \$96,848Â \$2,064Â \$38,572Â \$3,117,354Â Purchases of investments(1)660,813Â \$836Â 5,770Â 2,516Â \$69,935Â Proceeds from principal repayments and sales of investments(1)(337,511) (25,230)â€“ 2Â (362,741)Accretion of discount/amortization of premium6,744 426Â 6Â â€“ 1,716Â Payment-in-kind4,700Â 365Â 114Â 1,281Â 6,460Â Net change in unrealized appreciation (depreciation)10,775Â (5,959)513Â (864)4,465Â Net realized gains (losses)(4,750)â€“ 2Â â€“ 2Â (4,750)Transfers into/(out) of Level 3(2)(1,589)â€“ 2Â â€“ 2Â (1,589)Fair value, end of period\$3,319,052Â \$67,286Â 8,467Â \$41,505Â \$3,436,310Â â€“ Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2024\$9,438Â \$(5,932)\$513Â \$(864)\$3,155Â (1) A A Includes transactions relating to restructurings. (2) A A Transfer of portfolio investments within the three-level hierarchy is recorded during the period of such reclassification occurrence at the fair value as of the beginning of the respective period. Generally, reclassifications are primarily due to increase/decrease of price transparency. 65Table of ContentsThe following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2023:First Lien DebtSecond Lien DebtOther SecuritiesTotal InvestmentsFair value, beginning of period\$2,713,691Â \$115,410Â \$37,053Â \$2,866,154Â Purchases of investments82,682Â 86Â 17Â 82,785Â Proceeds from principal repayments and sales of investments(37,683)â€“ 2Â (37,683)Accretion of discount/amortization of premium2,516Â 69Â 2Â 2,587Â Payment-in-kind425Â 126Â 506Â 1,057Â Net change in unrealized appreciation (depreciation)11,022Â (2,607)1,524Â 9,939Â Net realized gains (losses)â€“ 2Â â€“ 2Â â€“ 2Â Transfers into/(out) of Level 3â€“ 2Â â€“ 2Â Fair value, end of period\$2,772,653Â \$113,084Â \$39,102Â \$2,924,839Â Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2023\$11,813Â \$(2,600)\$1,618Â \$10,831Â (1) A A Transfer of portfolio investments within the three-level hierarchy is recorded during the period of such reclassification occurrence at the fair value as of the beginning of the respective period. Generally, reclassifications are primarily due to increase/decrease of price transparency. The following tables present quantitative information about the significant unobservable inputs of the Companyâ€“s Level 3 financial instruments. The tables are not intended to be all-inclusive but instead captures the significant unobservable inputs relevant to the Companyâ€“s determination of fair value.66Table of ContentsJune 30, 2024Range(1)Asset CategoryFair ValueValuation Technique (2)Significant Unobservable InputLowHighWeighted Average(3)Investments in first lien debts\$3,319,052Â Yield AnalysisDiscount Rate8.84Â %22.73Â %11.18Â %Investments in second lien debt67,286Â Yield AnalysisDiscount Rate10.65Â %15.35Â %13.77Â %A Unsecured debt7,788Â Yield AnalysisDiscount Rate9.90Â %16.60Â %11.56Â %Market ApproachEBITDA Multiple9.00xÂ A Preferred equity20,321Â Income ApproachDiscount Rate9.88Â %14.90Â %12.72Â %1,688Â Market ApproachEBITDA Multiple8.50xÂ A Common equity16,060Â Market ApproachEBITDA Multiple8.10x18.70x13.10x3,436Â Market ApproachRevenue Multiple7.50x9.93x8.11xTotal Investments\$3,436,310Â (1) For an asset category that contains a single investment, the range is not included. (2) During the six months ended June 30, 2024, one unsecured debt position with a fair value of \$1.93 million transitioned from an income approach to a yield analysis valuation technique. (3) Weighted average for an asset category consisting of multiple investments is calculated by weighting the significant unobservable input by the relative fair value of the investment. Weighted average for an asset category consisting of a single investment represents the significant unobservable input used in the fair value of the investment.December 31, 2023RangeAsset CategoryFair ValueValuation TechniqueSignificant Unobservable InputLowHighWeighted Average(1)Investments in first lien debt\$2,979,870Â Yield AnalysisDiscount Rate8.61Â %25.09Â %11.00Â %Investments in second lien debt96,848Â Yield AnalysisDiscount Rate10.80Â %31.13Â %14.37Â %Investments in other securitiesUnsecured debt1,894Â Income ApproachDiscount Rate14.60Â %14.60Â %14.60Â %170Â Market ApproachEBITDA Multiple9.00x9.00x9.00xPreferred equity18,758Â Income ApproachDiscount Rate12.19Â %15.68Â %13.47Â %1,275Â Market ApproachRevenue Multiple7.50x7.50x7.50xCommon equity16,600Â Market ApproachEBITDA Multiple8.10x18.70x13.26x1,939Â Market ApproachRevenue Multiple7.60x9.80x8.47xTotal Investments\$3,117,354Â (1) Weighted average is calculated by weighting the significant unobservable input by the relative fair value of the investment.The significant unobservable input used in yield analysis is discount rate based on comparable market yields. Significant increases in discount rates in isolation would result in a significantly lower fair value measurement. The significant unobservable input used in the market approach is the comparable company multiple. The multiple is used to estimate the enterprise value of the underlying investment. An increase/decrease in the multiple would result in an increase/decrease, respectively, in the fair value. The significant unobservable inputs used in the income approach are the comparative yield or discount rate. The comparative yield and discount rate are used to discount the estimated future cash flows expected to be received from the underlying investment. An increase/decrease in the comparative yield or discount rate would result in a decrease/increase, respectively, in the fair value. Financial instruments disclosed but not carried at fair valueThe Companyâ€“s debt is presented at carrying value on the Consolidated Statements of Assets and Liabilities. The fair value of the Companyâ€“s 2027 Notes (as defined below in Note 6. â€“Debt) are based on third party pricing received by the Company. The fair value of the Companyâ€“s credit facilities, 2025 Notes and 2029 Notes are estimated in accordance with the Company's valuation policy. The carrying value, fair value and level of the Companyâ€“s debt were as follows: 67Table of ContentsJune 30, 2024December 31, 2023Level Carrying ValueFair ValueCarrying ValueFair ValueBNP Funding Facility\$194,000Â \$194,000Â \$282,000Â \$282,000Â Trust Credit Facility3431,474Â \$431,474Â \$520,263Â \$520,263Â 2027 Notes(1)2421,500Â 409,573Â 420,834Â 407,617Â 2025 Notes(1)3273,539Â 275,000Â 272,935Â 275,000Â 2029 Notes(1)3343,909Â 351,628Â â€“ 2023 Totals1,664,423Â \$1,661,675Â \$1,496,032Â \$1,484,880Â (1)As of June 30, 2024, the carrying value of the Companyâ€“s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Companyâ€“s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively.The carrying amounts of the Companyâ€“s assets and liabilities, other than investments at fair value and debt, approximate fair value. These financial instruments are categorized as Level 3 within the hierarchy. (6) DEBTThe Companyâ€“s debt obligations were as follows. June 30, 2024December 31, 2023Aggregate Principal CommittedOutstanding PrincipalUnused PortionAggregate Principal CommittedOutstanding PrincipalUnused PortionBNP Funding Facility\$600,000Â \$194,000Â \$406,000Â \$600,000Â \$282,000Â \$318,000Â Trust Credit Facility(1)1,300,000Â \$431,474Â 864,364Â 1,120,000Â 520,263Â 599,484Â 2027 Notes(2)425,000Â 425,000Â â€“ 425,000Â 425,000Â â€“ 2025 Notes(2)275,000Â 275,000Â â€“ 275,000Â 275,000Â â€“ 2029 Notes(2)350,000Â 350,000Â â€“ 350,000Â 350,000Â â€“ 2023 Totals\$2,950,000Â \$1,675,474Â \$1,270,364Â \$2,420,000Â \$1,502,263Â \$917,484Â (1)As of June 30, 2024 and December 31, 2023, a letter of credit of \$4,161 and \$253, respectively, was outstanding, which reduced the unused availability under the Trust Credit Facility by the same amount. Under the Trust Credit Facility, the Company may borrow in U.S. dollars or certain other permitted currencies. As of June 30, 2024 and December 31, 2023, the Company had borrowings denominated in Euros (EUR) of 238 and 238, respectively and Canadian dollars (CAD) of 300 and 0, respectively. (2)As of June 30, 2024, the carrying value of the Companyâ€“s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Companyâ€“s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively. The Company's summary information of its debt obligations were as follows:For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Combined weighted average interest rate (1)6.57Â %6.47Â %6.63Â %6.35Â %Combined weighted average effective interest rate (2)7.03Â %6.83Â %7.07Â %6.70Â %Combined weighted average debt outstanding\$1,578,492\$1,570,147\$1,520,644\$1,577,438(1) Excludes unused fees and financing costs.(2) Excludes unused fees.As of June 30, 2024 and December 31, 2023, the Company was in compliance with all covenants and other requirements of each of the credit facilities, and each of the respective unsecured notes.BNP Funding FacilityOn October 14, 2020, DLF LLC entered into a Revolving Credit and Security Agreement (as amended, restated or otherwise modified from time to time, the â€“Credit and Security Agreement) with DLF LLC, as the borrower, BNP Paribas (â€“BNP), as the administrative agent and lender, the Company, as the equity holder and as the servicer, and U.S. Bank National Association, as collateral agent to (as amended, the â€“BNP Funding Facility). As of June 30, 2024, the borrowing capacity under the BNP Funding Facility was \$600,000. The applicable margin on borrowings during the reinvestment period is 2.85% and, after the reinvestment period, 3.35%. The obligations of DLF LLC under the BNP Funding Facility are secured by the assets held by DLF LLC. The BNP Funding Facility reinvestment period ends on September 22, 2026 and the facility has a final maturity date of September 22, 2028.68Table of ContentsThe summary information of the BNP Funding Facility is as follows:For the Three Months EndedFor the Six Months Endedâ€“ June 30, 2024June 30, 2023June 30, 2024June 30, 2023Borrowing interest expense\$5,095Â \$7,053Â \$11,245Â \$13,958Â Facility unused commitment fees472Â 146Â 787Â 246Â Amortization of deferred financing costs413Â 283Â 827Â 543Â Totals\$5,980Â \$7,482Â \$12,859Â \$14,747Â Weighted average interest rate8.18Â %7.38Â %8.18Â %7.14Â %Weighted average outstanding balances\$46,527Â \$377,912Â \$271,846Â \$388,895Â Trust Credit FacilityOn July 16, 2021, the Company entered into a Senior Secured Revolving Credit Agreement with Trust Bank (as amended, restated or otherwise modified from time to time, the â€“Trust Credit Facility). The maximum principal amount of the Trust Credit Facility is \$1,300,000, subject to availability under the borrowing base. The Trust Credit Facility includes an uncommitted accordion feature that, as of June 30, 2024, allows the Company, under certain circumstances, to increase the

borrowing capacity to up to \$1,950,000. As of June 30, 2024, the availability period of the Trust Credit Facility will terminate on April 19, 2028. The Trust Credit Facility is guaranteed by certain domestic subsidiaries of the Company (the “Guarantors”). The Company’s obligations to the lenders under the Trust Credit Facility are secured by a first priority security interest in substantially all of the assets of the Company and each Guarantor, subject to certain exceptions. The Company may borrow amounts in U.S. dollars or certain other permitted currencies. Borrowings under the Trust Credit Facility bear interest at a per annum rate equal to, (x) for loans for which the Company elects the base rate option, the “alternate base rate” (which is the highest of (a) the prime rate as publicly announced by Trust Bank, (b) the sum of (i) the weighted average of the rates on overnight federal funds transactions, as published by the Federal Reserve Bank of New York plus (ii) 0.5%, and (c) Term SOFR (as defined in the Trust Credit Facility agreement) on such day plus 1% per annum) plus and (y) for loans for which the Company elects the term benchmark option, Term SOFR, for borrowings denominated in U.S. dollars, or the applicable term benchmark rate for borrowings denominated in certain foreign currencies, in each case for the related interest period for such borrowing plus 1.875% per annum or such other applicable margin as is applicable to such foreign currency borrowings. The Company pays an unused fee of 0.375% per annum on the daily unused amount of the revolver commitments. The Company pays letter of credit participation fees and a fronting fee on the average daily amount of any letter of credit issued and outstanding under the Trust Credit Facility, as applicable. As of June 30, 2024, the Trust Credit Facility has a maturity date of April 19, 2029. The summary information of the Trust Credit Facility is as follows: For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Borrowing interest expense \$8,531A \$8,651A \$17,158A \$16,474A Facility unused commitment fees 781A 651A 1,416A 1,190A Amortization of deferred financing costs 517A 516A 1,029A 955A Total \$9,829A \$9,818A \$19,603A \$18,619A Weighted average interest rate 7.35A % 6.95A % 7.34A % 6.71A % Weighted average outstanding balance \$458,887A \$492,235A \$462,259A \$488,543A Unsecured Notes 2027 Notes On February 11, 2022, the Company issued \$425,000 in aggregate principal amount of 4.50% notes due 2027 (the restricted securities initially issued on February 11, 2022 together with the unrestricted securities issued pursuant to the exchange offer described below, the “2027 Notes”) pursuant to the First Supplemental Indenture dated February 11, 2022 (the “First Supplemental Indenture”), which supplements a base indenture, dated as of February 11, 2022 (as may be further amended, supplemented or otherwise modified from time to time, the “Base Indenture”) and together with the First Supplemental Indenture, the “February 2027 Notes Indenture”). The 2027 Notes will mature on February 11, 2027 and may be redeemed in whole or in part at the Company’s option at any time or from time to time at the redemption prices set forth in the February 2027 Notes Indenture. The 2027 Notes are general unsecured obligations of the Company that rank senior in right of payment to all of the Company’s existing and future indebtedness that is expressly subordinated in right of payment to the 2027 Notes, rank pari passu with all existing and future unsecured unsubordinated indebtedness issued by the Company, rank effectively junior to any of the Company’s secured indebtedness (including unsecured indebtedness that the Company later secures) to the extent of the value of the assets securing such indebtedness, and rank structurally junior to all existing and future indebtedness (including trade payables) incurred by the Company’s subsidiaries, financing vehicles or similar facilities. Pursuant to a Registration Statement on Form N-14 (File No. 333-264774), filed on July 20, 2022, the Company closed an exchange offer in which holders of the 2027 Notes that were restricted because they were issued in a private placement were offered the opportunity to exchange such notes for new, registered notes with substantially identical terms. Through this exchange offer, holders representing 85.87% of the outstanding principal of the then restricted 2027 Notes obtained registered unrestricted 2027 Notes. The summary information of 2027 Notes is as follows: For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Borrowing interest expense \$4,781A \$4,781A \$9,563A \$9,563A Accretion of original issuance discount 53A 53A 106A 106A Amortization of debt issuance costs 288A 280A 568A 557A Total \$5,122A \$5,114A \$10,237A \$10,226A Stated interest rate 4.50A % 4.50A % 4.50A % 4.50A % 2025 Notes On September 13, 2022, the Company entered into a Master Note Purchase Agreement (the “Note Purchase Agreement”) governing the issuance of \$275,000 in aggregate principal amount of Series A Senior Notes due September 13, 2025 (the “2025 Notes”) to certain qualified institutional investors in a private placement. The 2025 Notes were delivered and paid for on September 13, 2022, subject to certain customary closing conditions. The 2025 Notes have a fixed interest rate of 7.55% per year. The 2025 Notes will mature on September 13, 2025 unless redeemed, purchased or prepaid prior to such date by the Company in accordance with the terms of the Note Purchase Agreement. Interest on the 2025 Notes is due semiannually in February and August of each year. Subject to the terms of the Note Purchase Agreement, the Company may redeem the 2025 Notes in whole or in part at any time or from time to time at the Company’s option at par plus accrued interest to the prepayment date and, if redeemed on or before June 13, 2025, a make-whole premium. The Company’s obligations under the Note Purchase Agreement are general unsecured obligations that rank pari passu with all outstanding and future unsecured unsubordinated indebtedness issued by the Company. The summary information of 2025 Notes is as follows: For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Borrowing interest expense \$5,191A \$5,191A \$10,381A \$10,381A Amortization of debt issuance costs 302A 302A 604A 601A Total \$5,493A \$5,493A \$10,985A \$10,982A Stated interest rate 7.55A % 7.55A % 7.55A % 7.55A % 2029 Notes On May 17, 2024, the Company issued \$350,000 in aggregate principal amount of 6.150% notes due 2029 (the “2029 Notes”), pursuant to the Second Supplemental Indenture dated May 17, 2024 (the “Second Supplemental Indenture”), which supplements the Base Indenture (together with the Second Supplemental Indenture, the “March 2029 Notes Indenture”). The 2029 Notes will mature on May 17, 2029 and may be redeemed in whole or in part at the Company’s option at any time prior to April 17, 2029 at par value plus a “make-whole” premium calculated in accordance with the terms under “optional redemption” in the March 2029 Notes Indenture and at par value on April 17, 2029 or thereafter. The 2029 Notes are general unsecured obligations of the Company that rank senior in right of payment to all of the Company’s existing and future indebtedness that is expressly subordinated in right of payment to the 2029 Notes, rank pari passu with all existing and future unsecured unsubordinated indebtedness issued by the Company, rank effectively junior to any of the Company’s secured indebtedness (including unsecured indebtedness that the Company later secures) to the extent of the value of the assets securing such indebtedness, and rank structurally junior to all existing and future indebtedness (including trade payables) incurred by the Company’s subsidiaries, financing vehicles or similar facilities. In connection with the 2029 Notes Offering, the Company entered into interest rate swaps. Under the interest rate swap agreement related to the 2029 Notes, the Company receives a fixed interest rate of 6.413% per annum and pays a floating interest rate of SOFR + 2.37% per annum on \$350,000 of the 2029 Notes. For the three and six months ended June 30, 2024, the Company paid no periodic payments. The interest expense related to the 2029 Notes is equally offset by the proceeds received from the interest rate swaps. The swap adjusted interest expense is included as a component of interest expense on the Company’s Consolidated Statements of Operations. As of June 30, 2024, the interest rate swaps had a fair value of \$1,636. Based on the fair value measurement hierarchy, the “Table of Contents” swaps are classified as level 3 investments. Depending on the nature of the balance at period end, the fair value of the interest rate swaps are either included as a component of accrued expenses and other liabilities or prepaid expenses and other assets on the Company’s Consolidated Statements of Assets and Liabilities. The change in fair value of the interest rate swaps is offset by the change in fair value of the 2029 Notes, with the remaining difference included as a component of interest expense on the Consolidated Statements of Operations. The Company designated each interest rate swap as the hedging instrument in a qualifying hedge accounting relationship. The summary information of 2029 Notes is as follows: For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Borrowing interest expense \$2,631A \$2,631A \$5,261A \$5,261A Accretion of original issuance discount 96A 96A 192A 192A Net change in unrealized (appreciation) depreciation on effective interest rate swaps and hedged items (7)A (7)A (14)A (14)A Amortization of debt issuance costs 158A 158A 316A 316A Total \$2,878A \$2,878A \$5,769A \$5,769A Stated interest rate 6.15A % 6.15A % (7) COMMITMENTS AND CONTINGENCIES In the normal course of business, the Company may enter into contracts that provide a variety of general indemnifications. Any exposure to the Company under these arrangements could involve future claims that may be made against the Company. Currently, no such claims exist or are expected to arise and, accordingly, the Company has not accrued any liability in connection with such indemnifications. The Company’s investment portfolio contains debt investments which are in the form of lines of credit or delayed draw commitments, which require us to provide funding when requested by portfolio companies in accordance with underlying loan agreements. As of June 30, 2024 and December 31, 2023, the Company had \$511,230 and \$294,950 of unfunded commitments to fund delayed draw and revolving senior secured loans, respectively. (8) NET ASSETS Equity On January 26, 2024, the Company closed its IPO, issuing 5,000,000 shares of its Common Stock at a public offering price of \$20.67 per share. Net of underwriting fees, the Company received net cash proceeds, before offering expenses, of approximately \$97.1 million. The Company’s Common Stock began trading on the NYSE under the symbol “ECS” on January 24, 2024. In connection with the IPO, the Company redeemed any fractional shares of Common Stock outstanding for cash in an amount equal to the pro rata portion of \$20.67 per share of Common Stock, which was the initial public offering price in the IPO. The following table shows the components of total distributable earnings (loss) as shown on the Consolidated Statements of Assets and Liabilities: As of June 30, 2024 December 31, 2023 Total distributable earnings (loss), beginning of period \$8,459A (\$54,779) Net investment income (loss) after taxes 10,772A 198,061A Net realized gain (loss) (5,517) 118A Net unrealized appreciation (depreciation) 5,474A 32,835A Dividends declared (89,151) (169,291) Tax reclassification of stockholders’ equity 1,515A Total distributable earnings (loss), end of period \$30,037A \$8,459A Distributions Prior to January 26, 2024, the Company had an “except in” dividend reinvestment plan, or the DRIP. As a result, the Company’s stockholders who elected to “except in” the DRIP had their cash dividends or distributions automatically reinvested in additional shares of Common Stock, rather than receiving cash. The Company adopted an “except out” DRIP on January 26, 2024. As a result, the Company’s stockholders who have not “excepted out” of the DRIP will have their cash dividends or distributions automatically reinvested in additional shares of Common Stock, rather than receiving cash. The shares of Common Stock distributed in the “Table of Contents” DRIP are either through (i) newly issued shares of Common Stock or (ii) acquired by the plan administrator through the purchase of outstanding shares of Common Stock on the open market. If, on the payment date for any distribution, the most recently computed net asset value per share as of the DRIP is equal to or less than the closing market price plus estimated per share fees, the plan administrator will invest the distribution amount in newly issued shares of Common Stock. Otherwise, the plan administrator will invest the dividend amount in shares acquired by purchasing shares of Common Stock on the open market. The following table summarizes the distributions declared on shares of the Company’s Common Stock and shares distributed pursuant to the DRIP to stockholders who had not opted out of the DRIP. The following table summarizes the Company’s distributions declared as well as the DRIP shares issued for the six months ended June 30, 2024, and June 30, 2023: Date Declared Record Date Payment Date Per Share Amount Shares (1) For the Six Months Ended June 30, 2024 February 29, 2024 March 29, 2024 April 25, 2024 \$0.50A \$152,519A May 08, 2024 June 28, 2024 July 25, 2024 \$0.50A 553,638A (2) \$1.00A 1,066,157A For the Six Months Ended June 30, 2023 March 28, 2023 March 28, 2023 April 25, 2023 \$0.50A 482,721A June 27, 2023 June 27, 2023 July 25, 2023 \$0.50A 355,001A \$1.07A 1,036,722A (1) In connection with the distributions with payment dates on January 25, 2024 and January 25, 2023, 615,660 and 445,235 DRIP shares were issued, respectively. (2) In accordance with the Company’s DRIP, shares were purchased in the open market. (3) Includes a supplemental distribution of \$0.07. On January 11, 2024, the Board also declared the following special distributions: Record Date Payment Date Per Share Amount August 5, 2024 October 25, 2024 \$0.10A November 4, 2024 January 24, 2025 \$0.10A Total \$0.20A Share Repurchase Plan On January 25, 2024, the Company entered into a share repurchase plan, or the Company 10b5-1 Plan, to acquire up to \$100 million in the aggregate of the Company’s Common Stock at prices below the Company’s net asset value per share over a specified period, in accordance with the guidelines specified in Rule 10b5-1 and Rule 10b-18 of the Securities Exchange Act of 1934, as amended. The Company 10b5-1 Plan was approved by the Board of Directors on September 11, 2023. The Company 10b5-1 Plan requires Wells Fargo Securities, LLC, as the Company’s agent, to repurchase Common Stock on its behalf when the market price per share is below the most recently reported net asset value per share (including any updates, corrections or adjustments publicly announced by the Company to any previously announced net asset value per share, including any distributions declared). Under the Company 10b5-1 Plan, the volume of purchases would be expected to increase as the price of the Company’s Common Stock declines, subject to volume restrictions. The timing and amount of any share repurchases will depend on the terms and conditions of the Company 10b5-1 Plan, the market price of the Company’s Common Stock and trading volumes, and no assurance can be given that Common Stock will be repurchased in any particular amount or at all. The repurchase of shares pursuant to the Company 10b5-1 Plan is intended to satisfy the conditions of Rule 10b5-1 and Rule 10b-18 under the Exchange Act, and will otherwise be subject to applicable law, including Regulation M, which may prohibit repurchases under certain circumstances. The Company 10b5-1 Plan commenced beginning 60 calendar days following the end of the “restricted period” under Regulation M and will terminate upon the earliest to occur of (i) 12-months from the commencement date of the Company 10b5-1 Plan, (ii) the end of the trading day on which the aggregate purchase price for all shares purchased under the Company 10b5-1 Plan equals \$100A million and (iii) the occurrence of certain other events described in the Company 10b5-1 Plan. The “restricted period” under Regulation M ended upon the closing of the Company’s IPO and, therefore, the Common Stock repurchases/purchases described above began on March 26, 2024. For the six months ended June 30, 2024, no shares were repurchased under the 10b5-1 Plan. Table of Contents (9) EARNINGS (LOSS) PER SHARE The following table sets forth the computation of basic and diluted earnings per share: For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Numerator “net income/(decrease) in net assets resulting from operations” \$59,045A \$56,442A \$110,729A \$100,219A Denominator “weighted average shares outstanding” 89,271,839A 71,337,323A 88,315,183A 71,101,563A Basic and diluted earnings (loss) per share \$0.66A \$0.79A \$1.25A \$1.41A (10) CONSOLIDATED FINANCIAL HIGHLIGHTS The following are the financial highlights (dollar amounts in thousands, except per share amounts): For the Six Months Ended June 30, 2024 June 30, 2023 Per Share Data (1): Net asset value, beginning of period \$20.67A \$19.81A Net investment income (loss) 1.25A 1.29A Net unrealized and realized gain (loss) (2) (0.01) 0.12A Net increase (decrease) in net assets resulting from operations 1.24A 1.41A Dividends declared (1.00) (1.07) Issuance of common stock, net of underwriting and offering costs (0.08) 0.21A Total increase (decrease) in net assets 0.16A 0.34A Net asset value, end of period \$20.83A \$20.15A Per share market value, end of period 21.85A N/A Shares outstanding, end of period 89,407,009A 71,464,634A Weighted average shares outstanding 88,315,183A 71,101,563A Total return based on net asset value (3) 8.6A % 7.17A % Total return based on market value (4) 11.04A % N/A Ratio/Supplemental Data (all amounts in thousands except ratios): Net assets, end of period \$1,861,961A 1,440,001A Ratio of net expenses to average net assets (5) 8.99A % 9.91A % Ratio of expenses before waivers to average net assets (5) 9.72A % 11.47A % Ratio of net investment income to average net assets (5) 13.18A % 14.29A % Asset coverage ratio (6) 211.02A % 192.17A % Portfolio turnover rate 10.85A % 4.33A % (1) The per share data was derived by using the weighted average shares outstanding during the period, except otherwise noted. (2) The amount shown does not correspond with the aggregate amount for the period as it includes the effect of the timing of capital transactions. (3) Total return (not annualized) is calculated assuming a purchase of Common Stock at the opening of the first day of the period and a sale on the closing of the last business day of the period. Dividends and distributions, if any, are assumed for purposes of this calculation, to be reinvested at prices obtained under the Company’s DRIP. (4) Total return based on market value is calculated as the change in market value per share during the respective periods, taking into account distributions, if any, reinvested in accordance with the Company’s DRIP. The beginning market value per share is based on the initial public offering price of \$20.67 per share and not annualized. (5) Amounts are annualized except for incentive fees, organization and offering costs and expense support amounts relating to organization and offering costs. (6) Effective December 17, 2019, in accordance with Section 61(a)(2) of the 1940 Act, with certain limited exceptions, the Company is allowed to borrow amounts such that its asset coverage, as defined in the 1940 Act, is at least 150% after such borrowing. Prior to December 17, 2019, in accordance with the 1940 Act, with certain limited exceptions, the Company was allowed to borrow amounts such that its asset coverage, as defined in the 1940 Act, was at least 200% after such borrowing. (11) SUBSEQUENT EVENTS Subsequent events have been evaluated through the date the consolidated financial statements were issued. There have been no subsequent events that require recognition or disclosure through the date the consolidated financial statements were issued, except as disclosed below. Table of Contents On August 6, 2024, the Board declared a distribution of \$0.50 per share, which is payable on October 25, 2024 to shareholders of record as of September 30, 2024. Table of Contents Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations (dollar amounts in thousands, except per share amounts, unless otherwise indicated) In this Quarterly Report on Form 10-Q, or this “Report”, except where context suggests otherwise, the terms “Company”, “ECS”, “we”, “us” and “our” refers to Morgan Stanley Direct Lending Fund and its consolidated subsidiaries. This Report, including the documents we incorporate by reference into this Report, contains forward-looking statements that involve substantial risks and uncertainties. Such statements involve known and unknown risks, uncertainties and other factors and you should not place undue reliance on such statements. These forward-looking statements are not historical facts, but rather are based on current

expectations, estimates and projections about us, our current and prospective portfolio investments, our industry, our beliefs and opinions and our assumptions. For the avoidance of doubt, we are not a subsidiary of, or consolidated with, Morgan Stanley. Furthermore, Morgan Stanley has no obligation, contractual or otherwise, to financially support us. Morgan Stanley has no history of financially supporting any business development company (aBDC) on the MS Private Credit platform, even during periods of financial distress. Words such as acentanticipates, acentends, acentends, acentplans, acentwill, acentmay, acentcontinue, acentbelieves, acentseeks, acentestimates, acentwould, acentcould, acentshould, acenttargets, acentprojects, acentpotential, acentpredicts, acentand variations of these words and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control and difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements, including: acentour future operating results; acentour business prospects and the prospects of our portfolio companies; acentrisk associated with possible disruptions in our operations or the economy generally, including disruptions from the impact of global health events; acentuncertainty and changes in the general interest rate environment; acentgeneral economic, political and industry trends and other external factors, including uncertainty surrounding the financial and political stability of the United States and other countries; acentthe effect of an inflationary economic environment on our portfolio companies, our financial condition and our results of operations; acentthe impact of interruptions in the supply chain on our portfolio companies; acentour contractual arrangements and relationships with third parties; acentactual and potential conflicts of interest with MS Capital Partners Adviser Inc., our investment adviser (the acentAdviser acent or the acentInvestment Adviser acent), and its affiliates; acentthe dependence of our future success on the general economy and its effect on the industries in which we invest; acentthe ability of our portfolio companies to achieve their objectives; acentthe use of borrowed money to finance a portion of our investments; acentthe adequacy of our financing sources and working capital; acentthe timing and amount of cash flows, if any, from the operations of our portfolio companies; acentthe ability of our Adviser to locate suitable investments for us and to monitor and administer our investments; acentthe ability of our Adviser and its affiliates to attract and retain highly talented professionals; acentour ability to maintain our qualification as a BDC, and as a regulated investment company (a acentRIC acent), under the Internal Revenue Code of 1986, as amended (the acentCode acent); acentthe impact on our business of U.S. and international financial reform legislation, rules and regulations; acentcurrency fluctuations, particularly to the extent that we receive payments denominated in foreign currency rather than U.S. dollars, could adversely affect the results of our investments in foreign companies; acentthe effect of changes in tax laws and regulations and interpretations thereof; and acentthe risks, uncertainties and other factors we identify under acentItem 1A. Risk Factors acent in our most recent Annual Report on Form 10-K and elsewhere in this Report. The information contained in this section should be read in conjunction with acentItem 1. Consolidated Financial Statements. acent Although we believe that the assumptions on which these forward-looking statements are based are reasonable, any of the assumptions could prove to be inaccurate, and as a result, the forward-looking statements based on those assumptions also could be inaccurate. In light of these and other uncertainties, the inclusion of a projection or forward-looking statement in this Report should not be regarded as a representation by us that our plans and objectives will be achieved. A This discussion contains forward-looking statements, which relate to future events or our future performance or financial condition and involves numerous risks and uncertainties, including, but not limited to, those set forth in acentRisk Factors acent in Part I, Item 1A of our Annual Report on Form 10-K for the year ended acentDecember 31, 2023, or the Form 10-K, acent and Part II, Item 1A of and elsewhere in this Report. You should not place undue reliance on these forward-looking statements, which apply only as of the date of this Report. Moreover, we assume no duty and do not undertake to update the forward-looking statements. You are advised to consult any additional disclosures that we make directly to you or through reports that we have filed or in the future file with the Securities and Exchange Commission (the acentSEC acent), including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. You should understand that under Section 27A(b)(2)(B) of the Securities Act of 1933, as amended (the acentSecurities Act acent), and Section 21E(b)(2)(B) of the Securities Exchange Act of 1934, as amended (the acentExchange Act acent), the acentsafe harbor acent provisions of the Private 75Table of ContentsSecurities Litigation Reform Act of 1995 do not apply to forward-looking statements made in periodic reports we file under the Exchange Act. OVERVIEWWe are a non-diversified, externally managed specialty finance company focused on lending to middle-market companies. We have elected to be regulated as a BDC under the Investment Company Act of 1940, as amended (the "1940 Act"). In addition, for U.S. federal income tax purposes, we have elected to be treated, and intend to comply with the requirements to qualify annually, as a RIC under Subchapter M of the Code. We are externally managed by our Adviser, an indirect, wholly owned subsidiary of Morgan Stanley. We are not a subsidiary of, or consolidated with, Morgan Stanley. Our investment objective is to achieve attractive risk-adjusted returns via current income and, to a lesser extent, capital appreciation by investing primarily in directly originated senior secured term loans issued by U.S. middle-market companies in which private equity sponsors have a controlling equity stake in the portfolio company. For the purposes of this Report, acentmiddle-market companies acent refers to companies that, in general, generate annual earnings before interest, tax, depreciation and amortization ("EBITDA") in the range of approximately \$15 million to \$200 million, although not all of our portfolio companies will meet this criterion. We invest primarily in directly originated senior secured term loans including first lien senior secured term loans (including unitranche loans) and second lien senior secured term loans, with the balance of our investments expected to be in higher-yielding assets such as mezzanine debt, unsecured debt, equity investments and other opportunistic asset purchases. Typical middle-market senior loans may be issued by middle-market companies in the context of leveraged buyouts ("LBOs"), acquisitions, debt refinancings, recapitalizations, and other similar transactions. We generally expect our debt investments to have a stated term of five to eight years and typically bear interest at a floating rate usually determined on the basis of a benchmark (such as the Secured Overnight Financing Rate, or SOFR). We generate revenues primarily in the form of interest income from investments we hold. In addition, we generate income from dividends or distributions of income on any direct equity investments, capital gains on the sale of loans and equity investments and various other loan origination and other fees, including commitment, origination, amendment, structuring, syndication or due diligence fees, fees for providing managerial assistance and consulting fees. Pursuant to the exemptive relief granted by the SEC to us and our Adviser (as amended, the "Order"), we are able to enter into certain negotiated co-investment transactions alongside certain Regulated Funds and Affiliated Funds (each as defined in the Order) in a manner consistent with our investment objective, positions, policies, strategies, and restrictions as well as regulatory requirements and other pertinent factors, subject to compliance with the Order. Pursuant to the Order, we are permitted to co-invest with our affiliates if a acentrequired majority acent (as defined in Section 57(o) of the 1940 Act) of our eligible directors make certain conclusions in connection with a co-investment transaction, including that (1) the terms of the transactions, including the consideration to be paid, are reasonable and fair to us and our stockholders and do not involve overreaching in respect of us or our stockholders on the part of any person concerned, and (2) the transaction is consistent with the interests of our stockholders and is consistent with our investment objective and strategies. We have applied for a new exemptive relief order which, if granted, would supersede the Order with respect to negotiated co-investment transactions alongside certain Regulated Funds and Affiliated Funds (each as defined in the application). There can be no assurance that we will obtain such new exemptive relief from the SEC. KEY COMPONENTS OF OUR RESULTS OF OPERATIONSInvestmentsOur level of investment activity can and does vary substantially from period to period depending on many factors, including the amount of debt available to middle-market companies, the general economic environment and the competitive environment for the type of investments we make. RevenueWe generate revenue primarily in the form of interest income on debt investments we hold. In addition, we generate income from dividends or distributions of income on direct equity investments, capital gains on the sales of loans and equity securities and various loan origination and other fees. Our debt investments generally have a stated term of five to eight years and typically bear interest at a floating rate usually determined on the basis of a benchmark such as SOFR, or historically LIBOR. Interest on these debt investments is generally paid quarterly. In some instances, we receive payments on our debt investments based on scheduled amortization of the outstanding balances. In addition, we may receive repayments of some of our debt investments prior to their scheduled maturity date. The frequency or volume of these repayments fluctuates significantly from period to period. Our portfolio activity also reflects the proceeds of sales of securities. We may also generate revenue in the form of commitment, origination, amendment, structuring, syndication or due diligence fees, fees for providing managerial assistance and consulting fees. 76Table of ContentsExpensesOur primary operating expenses include the payment of: (i) investment advisory fees, including base management fees and incentive fees, to our Adviser pursuant to the investment advisory agreement between us and our Investment Adviser (the acentInvestment Advisory Agreement acent); (ii) costs and other expenses and our allocable portion of overhead incurred by our Administrator in performing its administrative obligations under the administration agreement (the acentAdministration Agreement acent) between us and MS Private Credit Administrative Services LLC (the acentAdministrator acent); and (iii) other operating expenses as detailed below: acentcosts of any other offerings of our Common Stock and other securities; acentcalculating individual asset values and our net asset value (including the cost and expenses of any third-party valuation services); acentout of pocket expenses, including travel, entertainment, lodging, and meal expenses, incurred by the Investment Adviser, or members of its investment team or payable to third parties, in evaluating, developing, negotiating, structuring and performing due diligence on prospective portfolio companies (including, without limitation, any reverse termination fees and any liquidated damage and any costs related to broken deals) and monitoring actual portfolio companies and, if necessary, enforcing our rights; acentbase management fee and any incentive fees payable under the Investment Advisory Agreement; acentcertain costs and expenses relating to distributions paid by us; acentadministration fees payable under the Administration Agreement and any sub-administration agreements, including related expenses; acentarrangement, debt service and other costs of borrowings, senior securities or other financing arrangements; acentthe allocated costs incurred by the Investment Adviser in providing managerial assistance to those portfolio companies that request it; acentamounts payable to third parties relating to, or associated with, making or holding investments; acentthe costs associated with subscriptions to data service, research-related subscriptions and expenses and quotation equipment and services used in making or holding investments; acenttransfer agent and custodial fees; acentcosts of derivatives and hedging; acentcommissions and other compensation payable to brokers or dealers; acentany stock exchange listing fees and fees payable to rating agencies; acentcost of effecting any sales and repurchases of our Common Stock and other securities; acentfederal and state registration fees; acentU.S. federal, state and local taxes, including any excise taxes; acentindependent director fees and expenses; acentcosts of preparing consolidated financial statements and maintaining books and records, costs of preparing tax returns, costs of Sarbanes-Oxley Act compliance and attestation and costs of filing reports or other documents with the SEC (or other regulatory bodies), and other reporting and compliance costs, including registration and listing fees, and the compensation of professionals responsible for the preparation or review of the foregoing; acentthe costs of any reports, proxy statements or other notices to our stockholders (including printing and mailing costs), the costs of any stockholders acent meetings, and costs and expenses of preparation for the foregoing and related matters; acentthe costs of specialty and custom software for monitoring risk, compliance and overall investments; acentfees and expenses associated with marketing efforts; acentany fidelity bond required by applicable law; acentany necessary insurance premiums; acentany extraordinary expenses (such as litigation or indemnification payments or amounts payable pursuant to any agreement to provide indemnification entered into by the Company); acentdirect fees and expenses associated with independent audits, agency, consulting and legal costs; acentcost of winding up; and acentall other expenses incurred by either the Administrator or us in connection with administering our business, including payments under the Administration Agreement based upon our allocable portion of the compensation paid to our Chief Financial Officer and Chief Compliance Officer and reimbursing third-party expenses incurred by the Administrator in carrying out its administrative services including, but not limited to, the fees and expenses associated with performing compliance functions. We reimburse the Administrator or its affiliates for amounts paid or costs borne that properly constitute Company expenses as set forth in the Administration Agreement or otherwise. We expect our general and administrative expenses to be relatively stable or to decline as a percentage of total assets during periods of asset growth and to increase during periods of asset declines. PORTFOLIO AND INVESTMENT ACTIVITYThe composition of our portfolio is presented below: 77Table of ContentsJune 30, 2024December 31, 2023(1)CostFair Value% of Total Investments at Fair ValueCostFair Value% of Total Investments at Fair ValueFirst Lien Debt\$3,356,586\$ 3,345,743A 95.3A %\$3,027,413A \$3,004,544A 94.1A %Second Lien Debt122,416A 103,144A 2.9A 146,014A 132,415A 4.1A Other Debt Investments9,298A 8,467A 0.2A 3,410A 2,064A 0.1A Equity53,735A 56,932A 1.6A 49,939A 54,538A 1.7A Total\$3,542,035A \$3,514,286A 100.0A %\$3,226,776A \$3,193,561A 100.0A % (1) We reclassified certain investment composition groupings by breaking out Other Securities into Other Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of Assets and Liabilities as of December 31, 2023. Our debt portfolio displayed the following characteristics of each of our investments: 1.2 Unless otherwise noted: As of June 30, 2024December 31, 2023Number of portfolio companies192172Percentage of performing debt bearing a floating rate, at fair value99.6A %99.9A %Percentage of performing debt bearing a fixed rate, at fair value0.4A %0.1A %Weighted average yield on debt and income producing investments, at cost(3)11.6A %12.0A %Weighted average yield on debt and income producing investments, at fair value(3)11.7A %12.1A %Weighted average 12-month EBITDA 150.4A \$153.1A Weighted average net leverage through tranche(4)5.7x6.0xWeighted average interest coverage(5)1.5x1.5xWeighted average loan to value(6)40.4A %43.0A %Percentage of debt investments with one or more financial covenants67.7A %74.6A %Percentage of our debt investments that are sponsor backed99.4A %98.5A %Percentage of loans and other debt in support of LBOs and acquisitions68.0A %76.3A %Percentage of our debt portfolio subject to business cycle volatility5.7A %6.0A %Percentage of our total portfolio on non-accrual, at cost0.3A %0.6A %Average position size of our investments\$18.3A \$18.6A 1 Calculated as a percentage of gross debt commitments (funded and unfunded). Weighted average EBITDA, net leverage through the tranche that the Company is a lender, interest coverage and loan to value exclude recurring revenue investments, which are investments in portfolio companies in which the Company lends based on a multiple of recurring revenue generated by the portfolio company and not based on a multiple of EBITDA. 2 Amounts were derived from investment due diligence information provided by the portfolio company. Such amounts have not been independently estimated by us, and accordingly, we take no responsibility for such numbers and make no representation or warranty in respect of this information. 3 Computed as (a) the annual stated spread, plus reference rate, as applicable, plus the annual accretion of discounts, as applicable on debt securities divided by (b) total debt investments (at fair value or cost, as applicable) included in such securities. Actual yields earned over the life of each investment could differ materially from the yields presented herein. 4 Net leverage is the ratio of total debt minus cash divided by EBITDA and taking into account leverage through the tranche that the Company is a lender, excluding recurring revenue investments. 5 Interest coverage for a particular portfolio company is calculated by taking credit agreement EBITDA and dividing by annualized latest reported interest expense. Total interest coverage is calculated on a weighted average basis based on total gross debt commitments (funded and unfunded). Calculation excludes recurring revenue deals which are investments in portfolio companies in which the Company lends based on a multiple of recurring revenue generated by the portfolio company and not based on a multiple of EBITDA. Portfolio company statistics are derived from the most recently available financial statements of each portfolio company as of the reported end date. Statistics of the portfolio companies have not been independently verified by us and may reflect a normalized or adjusted amount. 6 Calculated using total outstanding debt through the tranche that the Company is a lender divided by total enterprise value from the private equity sponsor or market comparables. 78Table of ContentsInvestment ActivityOur investment activity is presented below (information presented herein is at amortized cost unless otherwise indicated): As of and For the Three Months Ended June 30, 2024June 30, 2023New investments committedGross principal balance(1)\$673,902A \$63,371A Less: Syndications acent (A 1,108)Net new investments committed\$673,902A \$62,263A Investments, at costInvestments, beginning of period\$3,323,767A \$2,992,717A New investments purchased499,684A 83,600A Net accretion of discount on investments4,527A 2,616A Payment-in-kind3,234A 1,057A Net realized gain (loss) on investments108A acent A Investments sold or repaid(289,285)(38,290)Investments, end of period\$3,542,035A \$3,041,700A Amount of investments funded, at principalFirst lien debt investments\$494,153A \$84,568A Second lien debt investments acent A 88A Other debt investments\$3,887A acent A Equity(2)497A 17A Total\$500,537A \$84,673A Amount of investments sold/fully repaid, at principalFirst lien debt investments\$244,164A \$11,696A Second lien debt investments13,500A acent A Equity(2)527A 17A Total\$257,664A \$11,696A Number of new investment commitments in portfolio companies22A 4A Number of investment commitments exited or fully repaid8A 1A (1)Includes new investment commitments, excluding sale/repayments and including new unfunded investment commitments. (2)Represents dollar amount of equity investments funded. Investment Performance RatingAs part of the monitoring process, our Investment Adviser has developed risk policies pursuant to which it regularly assesses the risk profile of each of our debt investments. Our Investment Adviser has developed a classification system to group investments into four categories. The investments are evaluated regularly and assigned a category based on certain credit metrics. Our Investment Adviser acent's ratings do not constitute any rating of investments by a nationally recognized statistical rating organization or represent or reflect any third-party assessment of any of our investments. Please see below for a description of the four categories of the Investment Adviser acent's Internal Risk Rating system: Risk Rating 1 acent In the opinion of our Investment Adviser, investments in Risk Rating 1 involve the least amount of risk relative to our initial cost basis at the time of origination or acquisition. Risk Rating 1 investments performance is above our initial underwriting expectations and the business trends and risk factors are generally favorable,

which may include the performance of the portfolio company, or the likelihood of a potential exit. Risk Rating 2 â€” In the opinion of our Investment Adviser, investments in Risk Rating 2 involve a level of risk relative to our initial cost basis at the time of origination or acquisition. Risk Rating 2 investments are generally performing in line with our initial underwriting expectations and risk factors to ultimately recoup the cost of our principal investment are neutral to favorable. All new originated or acquired investments are initially included in Risk Rating 2. Risk Rating 3 â€” In the opinion of our Investment Adviser, investments in Risk Rating 3 indicate that the risk to our ability to recoup the initial cost basis at the time of origination or acquisition has increased materially since the origination or acquisition of the investment, such as declining financial performance and non-compliance with debt covenants; however, principal and interest payments are not more than 120 days past due. 79Table of ContentsRisk Rating 4 â€” In the opinion of our Investment Adviser, investments in Risk Rating 4 involve a borrower performing substantially below expectations and indicate that the loanâ€™s risk has increased substantially since origination or acquisition. Most or all of the debt covenants are out of compliance and payments are substantially delinquent. For Risk Rating 4 investments, it is anticipated that we will not recoup our initial cost basis and may realize a substantial loss of our initial cost basis at the time of origination or acquisition upon exit. The distribution of our portfolio on the Investment Adviserâ€™s Internal Risk Rating System is as follows: June 30, 2024 December 31, 2023 Fair Value % of Total Fair Value % of Total Risk rating 1 \$â€” 0.00% \$5,950.0 0.2% Risk rating 2, 3, 126,464 97.9% Risk rating 3, 367,357 1.9% 49,257 1.5% Risk rating 4 172.0 0.0% 11,890.0 0.4% \$3,514,286 100.0% \$3,193,561 100.0% % CONSOLIDATED RESULTS OF OPERATIONS The following table represents our operating results: For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Total investment income \$104,188 \$88,894 \$203,289 \$172,533 Less: Net expenses \$47,567 \$41,099 \$91,581 \$80,516 Net investment income (loss) before taxes \$56,621 \$47,795 \$110,722 \$68,017 Less: Excise tax expense \$500 \$â€” \$936 \$â€” A Net investment income (loss) after taxes \$56,121 \$47,795 \$110,722 \$68,017 Net change in unrealized appreciation (depreciation) \$2,816 \$8,647 \$5,474 \$8,080 Net realized gain (loss) \$108 \$â€” (5,517) \$122 Net increase (decrease) in net assets resulting from operations \$59,045 \$56,442 \$110,729 \$100,219 Investment Income Investment income was as follows: For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Investment income: Interest income \$99,072 \$86,573 \$193,703 \$168,290 Payment-in-kind interest income \$2,850 \$2,500 \$5,494 \$4,163 Dividend income \$646 \$504 \$1,211 \$1,000 Other income \$1,620 \$1,195 \$2,881 \$2,180 Total investment income \$104,188 \$88,894 \$203,289 \$172,533 In the table above, total investment income increased from \$88,894 and \$172,533 for the three and six months ended June 30, 2023 to \$104,188 and \$203,289 for the three and six months ended June 30, 2024, respectively. The increase was primarily driven by our deployment of capital. A size of our investment portfolio at amortized cost increased from \$3,041,700 as of June 30, 2023 to \$3,542,035 as of June 30, 2024. Expenses Expenses A were as follows: 80Table of Contents For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Expenses: Interest and other financing expenses \$29,302 \$27,907 \$56,562 \$54,574 Management fees \$6,639 \$7,446 \$16,869 \$14,750 Income based incentive fees \$1,554 \$1,013 \$2,289 \$1,519 Professional fees \$1,687 \$1,874 \$2,904 \$2,088 Directorsâ€™ fees \$128 \$88 \$274 \$168 Administrative service fees \$17 \$60 \$42 \$114 General and other expenses \$14 \$19 \$159 \$365 Total expenses \$51,378 \$46,683 \$91,700 \$91,578 Management fees waiver (Note 3) (2,160) (5,584) (5,257) (11,062) Incentive fees waiver (Note 3) (1,651) \$â€” (2,862) \$â€” A Net expenses \$47,567 \$41,099 \$91,581 \$80,516 Excise tax expenses \$500 \$â€” \$936 \$â€” A Interest and Other Financing Expenses In the table above, interest and other financing expenses, including unused commitment fees, amortization of debt issuance costs and deferred financing costs, increased from \$27,907 and \$54,574 for the three and six months ended June 30, 2023 to \$29,302 and \$56,562 for the three and six months ended June 30, 2024, respectively. The increase was primarily due to increased reference rates, as the combined weighted average interest rate was 6.57% and 6.63% for three and six months ended June 30, 2024 compared to 6.47% and 6.35% for the three and six months ended June 30, 2023. Management Fees Base management fees, net of waiver, were \$6,479 and \$1,862 for the three months ended June 30, 2024 and June 30, 2023, and \$11,612 and \$3,688 for the six months ended June 30, 2024 and June 30, 2023, respectively. The increases were primarily due to an increase in average gross assets. Refer to Note 3 â€” Related Party Transactions â€” for additional information about the management fee waiver. Incentive Fee The incentive fee consists of two components: (1) income based incentive fee and (2) capital gains incentive fee. The income based incentive fees, net of waiver, were \$9,903 and \$10,138 for the three months ended June 30, 2024 and June 30, 2023 and \$20,028 and \$19,519 for the six months ended June 30, 2024 and June 30, 2023. Refer to Note 3 â€” Related Party Transactions â€” for additional information about the incentive fees waiver. Professional Fees, Administrative Service Fee and Other Expenses Professional fees include legal, audit, tax, valuation and other professional fees incurred related to the management of our Company. Administrative service fee represents fees paid to the Administrator for our allocable portion of the cost of certain of our executive officers that perform duties for us. Other general and administrative expenses include insurance, filing, research, subscriptions and other costs. Net Realized Gain (Loss) and Unrealized Gain (Loss) on Investments For the Three Months Ended For the Six Months Ended June 30, 2024 June 30, 2023 June 30, 2024 June 30, 2023 Net realized and unrealized gains (losses) on investment transactions: Net realized gain (loss): Non-controlled/non-affiliated investments \$108 \$â€” (5,517) \$122 Net change in unrealized appreciation (depreciation): Non-controlled/non-affiliated investments \$2,816 \$8,647 \$5,474 \$8,080 Net realized and unrealized gains (losses) \$2,924 \$8,647 (\$43) \$8,202 For the three and six months ended June 30, 2024, net realized losses on our investments was \$108 and \$(5,517), which was primarily due to the restructuring of three portfolio companies. 81Table of Contents For the three and six months ended June 30, 2024, net change in unrealized appreciation on our investments of \$2,816 and \$5,474, was primarily the result of the changes in spreads in the primary and secondary markets. For the three and six months ended June 30, 2023, net change in unrealized appreciation on our investments of \$8,647 and \$8,080, respectively, was primarily driven by changes in spreads in the primary and secondary markets. FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES We generate cash from the net proceeds of offerings of our Common Stock, net borrowings from our credit facilities, and net proceeds of our unsecured debt issuances and through cash flows from operations, including investment sales and repayments as well as income earned on investments. Details of our credit facilities and unsecured debt issuance are described in â€” Debt â€” below. We may from time to time enter into new credit facilities, increase the size of existing credit facilities or issue additional debt securities. Any such incurrence or issuance would be subject to prevailing market conditions, our liquidity requirements, contractual and regulatory restrictions and other factors. As of June 30, 2024, we had approximately \$93.0 million of unrestricted cash and cash equivalents, which taken together with our approximately \$406.0 million and \$864.4 million of availability under the BNP Funding Facility and the Truist Credit Facility (subject to borrowing base availability) (each as defined in Note 6. â€” Debt â€” in the notes to the accompanying consolidated financial statements), respectively, we expect to be sufficient for our investing activities and sufficient to conduct our operations in the near term. As of June 30, 2024, we believed we had adequate financial resources to satisfy unfunded portfolio company commitments of \$511.2 million. Equity On January 26, 2024, we closed our Initial Public Offering (“IPO”), issuing 5,000,000 shares of our Common Stock at a public offering price of \$20.67 per share. Net of underwriting fees, we received net cash proceeds, before offering expenses, of approximately \$97.1 million. Our Common Stock began trading on the NYSE under the symbol â€” MSDLA â€” on January 24, 2024. In connection with the IPO, the Company redeemed any fractional shares of Common Stock outstanding for cash in an amount equal to the pro rata portion of \$20.67 per share of Common Stock, which was the initial public offering price in the IPO. During the six months ended June 30, 2023, we did not issue any capital calls to purchase Common Stock pursuant to such subscription agreements. Distributions and Dividend Reinvestment Prior to January 26, 2024, we had an â€” opt in â€” dividend reinvestment plan, or the DRIP. As a result, our stockholders who elected to â€” opt in â€” to the DRIP had their cash dividends or distributions automatically reinvested in additional shares of Common Stock, rather than receiving cash. We adopted an â€” opt out â€” DRIP effective as of January 26, 2024. As a result, our stockholders who have not â€” opted out â€” of the DRIP will have their cash dividends or distributions automatically reinvested in additional shares of Common Stock, rather than receiving cash. Stockholders who receive distributions in the form of shares of Common Stock will generally be subject to the same U.S. federal, state and local tax consequences as if they received cash distributions; however, those stockholders will not receive cash with which to pay any applicable taxes. The following table summarizes our distributions declared and payable for the six months ended June 30, 2024 and June 30, 2023, respectively: Date Declared Record Date Payment Date Per Share Amount Shares (1) For the Six Months Ended June 30, 2024 February 29, 2024 March 29, 2024 April 25, 2024 \$0.50 \$512,519 May 08, 2024 June 28, 2024 July 25, 2024 \$0.50 \$553,638 (2) \$1.00 \$1,066,157 For the Six Months Ended June 30, 2023 March 28, 2023 March 28, 2023 April 25, 2023 \$0.50 \$482,721 June 27, 2023 July 27, 2023 July 25, 2023 \$0.50 (3) \$554,001 A Total Distributions \$1.07 \$1,036,722 (1) In connection with the distributions with payment dates of January 4, 2024 and January 4, 2023, 615,660 and 445,235 DRIP shares were issued, respectively. (2) In accordance with the Companyâ€™s DRIP, shares were purchased in the open market. (3) Includes a supplemental distribution of \$0.07. On January 11, 2024, the Board also declared the following special distributions: Record Date Payment Date Per Share Amount August 05, 2024 October 25, 2024 \$0.10 \$104,000 November 04, 2024 January 24, 2025 \$0.10 \$104,000 December 02, 2024 February 25, 2025 \$0.20 \$208,000 A Table of Contents Share Repurchase Plan On January 25, 2024, we entered into a share repurchase plan, or the 10b5-1 Plan, to acquire up to \$100 million in the aggregate of our Common Stock at prices below our net asset value per share over a specified period, in accordance with the guidelines specified in Rule 10b5-1 and Rule 10b-18 of the Securities Exchange Act of 1934, as amended. For the six months ended June 30, 2024, no shares were repurchased under the 10b5-1 Plan. Debt Our outstanding debt obligations were as follows: June 30, 2024 December 31, 2023 Aggregate Principal Committed Outstanding Principal Unused Portion Aggregate Principal Committed Outstanding Principal Unused Portion BNP Funding Facility \$600,000 \$194,000 \$406,000 \$600,000 \$282,000 \$318,000 Truist Credit Facility (1) \$1,300,000 \$431,474 \$864,364 \$1,120,000 \$520,263 \$599,484 2027 Notes (2) \$425,000 \$425,000 \$425,000 \$425,000 \$425,000 \$â€” A 2025 Notes (2) \$75,000 \$275,000 \$â€” \$275,000 \$275,000 \$â€” A 2029 Notes (2) \$350,000 \$350,000 \$â€” \$â€” \$â€” \$â€” A Total \$2,950,000 \$1,675,474 \$1,270,364 \$2,420,000 \$1,502,263 \$917,484 (1) As of June 30, 2024 and December 31, 2023, a letter of credit of \$4,161 and \$253, respectively, was outstanding, which reduced the unused availability under the Truist Credit Facility by the same amount. Under the Truist Credit Facility, the Company may borrow in U.S. dollars or certain other permitted currencies. As of June 30, 2024 and December 31, 2023, the Company had borrowings denominated in Euros (EUR) of 238 and 238, respectively and Canadian dollars (CAD) of \$300 and 0, respectively. (2) As of June 30, 2024, the carrying value of the Companyâ€™s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Companyâ€™s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively. For additional information on our debt obligations, see Note 6. â€” Debt â€” in our consolidated financial statements included in this Report. RECENT DEVELOPMENTS On August 6, 2024, the Board declared a distribution of \$0.50 per share, which is payable on October 25, 2024 to shareholders of record as of September 30, 2024. CRITICAL ACCOUNTING ESTIMATES The preparation of our consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses. Changes in the economic environment, financial markets, and any other parameters used in determining such estimates could cause actual results to differ. Our critical accounting estimates including those relating to the valuation of our investment portfolio, should be read in connection with our consolidated financial statements in Part I, Item 1 of this Report, including Note 2 â€” Significant Accounting Policies â€” . We consider the most significant accounting policies to be those related to our Investments, Revenue Recognition, Deferred Financing Costs and Debt Issuance Costs and Income Taxes. The valuation of investments is our most significant critical estimate. The most significant input is the discount rate used in yield analysis that is based on comparable market yields. Significant increases in the discount rates in isolation would result in a significantly lower fair value measurement. For a further discussion and disclosure of key inputs and considerations related to this estimate, refer to “Note 5 â€” Fair Value Measurements” included in the notes to the consolidated financial statements. RELATED PARTY TRANSACTIONS We have entered into a number of business relationships with affiliated or related parties, including the following (which are defined in the notes to the accompanying unaudited financial statements if not defined herein): â€” the Investment Advisory Agreement; â€” the Administration Agreement; and â€” the License Agreement. See Note 3. â€” Related Party Transactions â€” for our consolidated financial statements included in this Report. Item 3. Quantitative and Qualitative Disclosures About Market Risk We are subject to financial market risks, including valuation risk, market risk and interest rate risk. 83Table of Contents Valuation Risk We have invested, and plan to continue to invest, primarily in illiquid debt and equity securities of portfolio companies. During periods of market dislocation, we will seek to invest prudently in the secondary loan market to provide our investors better risk adjusted returns while adhering to our core investment tenants. Most of our investments will not have a readily available market price. To ensure accurate valuations, our investments are valued at fair value in good faith by the Board based on, among other things, the input of the Investment Adviser, including the Valuation Designee, our Audit Committee and independent third-party valuation firms engaged at the direction of the Board of Directors, or Valuation Designee, and in accordance with our valuation policy. There is no single standard for determining fair value. As a result, determining fair value requires that judgment be applied to the specific facts and circumstances of each investment while employing a consistently applied valuation process for the investments we hold. If we were required to liquidate a portfolio investment in a forced or liquidation sale, we may realize amounts that are different from the amounts presented and such differences could be material. Market Risk The market value of a security may move up or down, sometimes rapidly and unpredictably. These fluctuations may cause a security to be worth less than the price originally paid for it, or less than it was worth at an earlier time. Market risk may affect a single issuer, industry, sector of the economy or the market as a whole. Global economies and financial markets are increasingly interconnected, which increases the probabilities that conditions in one country or region might adversely impact issuers in a different country or region. Conditions affecting the general economy, including political, social, or economic instability at the local, regional, or global level, may also affect the market value of a security. Health crises, such as pandemic and epidemic diseases, as well as other incidents that interrupt the expected course of events, such as natural disasters, war or civil disturbance, acts of terrorism, power outages and other unforeseeable and external events, and the public response to or fear of such diseases or events, have and may in the future have an adverse effect on a companyâ€™s investments and net asset value and can lead to increased market volatility. See â€” Part I, Item 1A. Risk Factors â€” “General Risk Factors” We are operating in a period of capital markets disruption and economic uncertainty. The conditions have materially and adversely affected debt and equity capital markets in the United States, and any future volatility or instability in capital markets may have a negative impact on our business and operations. â€” of our Form 10-K and â€” “Part I, Item 1A. Risk Factors â€” General Risk Factors â€” Terrorist attacks, acts of war, natural disasters, outbreaks or pandemics, such as the Coronavirus pandemic, may impact our portfolio companies and our Adviser and harm our business, operating results and financial condition â€” of our Form 10-K. Interest Rate Risk We are subject to financial market risks, most significantly changes in interest rates. Interest rate sensitivity refers to the change in our earnings that may result from changes in the level of interest rates. Because we expect to fund a portion of our investments with borrowings, our net investment income is expected to be affected by the difference between the rate at which we invest and the rate at which we borrow. As a result, we can offer no assurance that a significant change in market interest rates will not have a material adverse effect on our net investment income. As of June 30, 2024, approximately 99.6% of our debt investments were at floating rates. Based on our Consolidated Statement of Assets and Liabilities as of June 30, 2024, the following table shows the annualized impact on net income of hypothetical reference rate changes in interest rates (considering interest rate floors and ceilings for floating rate debt instruments assuming no changes in our investments and borrowing structure as of June 30, 2024) (dollar amounts in thousands): Interest Interest Net Basis Point Change - Interest Rates Income Expense (1) Income Up 300 basis points \$105,256 (\$29,250) \$76,006 Up 200 basis points \$70,171 (\$19,500) \$50,671 Up 100 basis points \$35,085 (\$9,750) \$25,335 Up 25 basis points \$8,771 \$2,438 \$6,333 Down 25 basis points \$107,712 \$2,438 \$105,274 Down 100 basis points \$35,085 (\$9,750) \$25,335 Down 200 basis points \$70,171 (\$19,500) \$50,671 Down 300 basis points \$105,256 (\$29,250) \$76,006 (1) Includes the impact of our interest rate swaps as a result of interest rate changes. We may hedge against interest rate fluctuations by using standard hedging instruments such as futures, options and forward contracts or our credit facilities, subject to the requirements of the 1940 Act and applicable commodities laws. While hedging activities may insulate us against adverse changes in interest rates, they may also limit our ability to participate in benefits of lower interest rates or higher exchange rates with respect to our portfolio of investments with fixed interest rates or investments denominated in foreign currencies. During the periods covered by this Report, we did not engage in interest rate hedging activities. 84Table of Contents Item 4. Controls and Procedures. Evaluation of Disclosure Controls and Procedures As of June 30, 2024 (the end of the period covered by this Report), we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer (Principal Executive Officer) and our Chief Financial Officer (Principal Financial Officer), of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15 of the Securities Exchange Act of 1934, as

(the "Exchange Act"). Based on this evaluation, our Chief Executive Officer (Principal Executive Officer) and our Chief Financial Officer (Principal Financial Officer) have concluded that our current disclosure controls and procedures are effective in timely alerting them of material information relating to the Company that is required to be disclosed by us in the reports we file or submit under the Exchange Act.Changes in Internal Controls Over Financial ReportingThere have been no changes in our internal control over financial reporting that occurred for the quarter ended June 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.PART II.Item 1. Legal ProceedingsThe Company, the Adviser and the Administrator may become party to certain lawsuits in the ordinary course of business, including proceedings relating to the enforcement of our rights under contracts with our portfolio companies. Each of the Company, the Adviser and the Administrator is not currently subject to any material legal proceedings, nor, to our knowledge, is any material legal proceeding threatened against the Company. See also Item 1 to Consolidated Financial Statements in Part I, Item 1. Consolidated Financial Statements and Supplementary Dataof this Form 10-Q.Item 1A. Risk FactorsIn addition to the other information set forth in this Report, you should carefully consider the risk factors previously disclosed under Item 1A of the Form 10-K, which could materially affect our business, financial condition and/or operating results. The risks disclosed in the Form 10-K are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, financial condition and/or operating results.Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.Sales of Unregistered SecuritiesRefer to Item 1. Financial StatementsNotes to Consolidated Financial StatementsNote 8. Net Assetsin this Report.Issuer Purchases of Equity SecuritiesNone.Item 3. Defaults Upon Senior Securities.None.Item 4. Mine Safety DisclosuresNot applicable. Item 5. Other InformationRule 10b5-1 Trading PlansDuring the fiscal quarter ended June 30, 2024, none of our directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any non-Rule 10b5-1 trading arrangement.Item 6. ExhibitsThe following exhibits are filed as part of this Report or hereby incorporated by reference to exhibits previously filed with the SEC:(b) Exhibits Exhibit4.1Second Supplemental Indenture, dated as of May 17, 2024, relating to the 6.150% Notes due 2029, by and between the Company and U.S. Bank Trust Company, National Association, as trustee.(1)4.2Form of 6.150% Notes due 2029 (incorporated by reference to Exhibit 4.1 hereto).(1)85Table of ContentsExhibit4.3Registration Rights Agreement, dated as of May 17, 2024, relating to the 6.150% Notes due 2029, by and among the Company and Trust Securities, Inc., BNP Paribas Securities Corp., ING Financial Markets LLC, J.P. Morgan Securities LLC and SMBC Nikko Securities America, Inc., as the representatives of the Initial Purchasers.(1)10.1Amendment No. 4 to Revolving Credit and Security Agreement, dated as of June 26, 2024, among DLF Financing SPV LLC, as borrower, the lenders from time to time parties thereto, BNP Paribas, as administrative agent and lender, Morgan Stanley Direct Lending Fund, as equity holder and servicer, and U.S. Bank National Association, as collateral agent.10.2Fourth Amendment to Senior Secured Revolving Credit Agreement, dated as of April 19, 2024, among the Company, as Borrower, the Lenders and Issuing Banks party thereto, Trust Bank, as Administrative Agent, and Trust Securities, Inc., as Joint Lead Arranger and Sole Book Runner, and ING Capital LLC, MUFG Bank, Ltd., and Sumitomo Mitsui Banking Corporation, as additional Joint Lead Arrangers.(2)31.1Certification of Chief Executive Officer (Principal Executive Officer) Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended.31.2Certification of Chief Financial Officer (Principal Financial Officer) Pursuant to Rule 13a-14 of the Securities Exchange Act of 1934, as amended.32.1**Certification of Chief Executive Officer (Principal Executive Officer) Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.32.2**Certification of Chief Financial Officer (Principal Financial Officer) Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.101.InS*Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document101.SCH*Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents104*Cover Page Interactive Data File (embedded within the Inline XBRL document)*Filed herewith**Furnished herewith(1)Incorporated by reference to the Company's Current Report on Form 8-K, filed by the Company on April 23, 2024 (File No. 814-01332). 86Table of ContentsSIGNATURESPursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.Morgan Stanley Direct Lending FundDated: August 8, 2024By:/s/ Jeffrey S. LevinJeffrey S. LevinDirector and Chief Executive Officer (Principal Executive Officer)Dated: August 8, 2024By:/s/ David PessahDavid PessahChief Financial Officer (Principal Financial Officer)87 EX-10.1 2 mimsdl-fourthamendment.htm EX-10.1 DocumentEXECUTION VERSIONTHIS FOURTH AMENDMENT TO THE REVOLVING CREDIT AND SECURITY AGREEMENT (this "Amendment"), dated as of June 26, 2024 (the "Amendment Date"), is entered into by and among DLF FINANCING SPV LLC, a Delaware limited liability company, as the borrower (the "Borrower"), the LENDERS party to the Revolving Credit Agreement, BNP PARIBAS, as the administrative agent (the "Administrative Agent"), MORGAN STANLEY DIRECT LENDING FUND, a Delaware corporation, as the equityholder (in such capacity, the "Equityholder") and MORGAN STANLEY DIRECT LENDING FUND, a Delaware corporation, as the servicer (in such capacity, the "Servicer").WHEREAS, the Borrower, the lenders from time to time party thereto, the Administrative Agent, the Equityholder the Servicer and U.S. Bank Trust Company, National Association, as the collateral agent are party to the Revolving Credit and Security Agreement, dated as of October 14, 2020 (as amended pursuant to that certain First Amendment to the Revolving Credit and Security Agreement, dated as of December 11, 2020, that certain Second Amendment to the Revolving Credit and Security Agreement, dated as of March 2, 2021, that certain Third Amendment to the Revolving Credit and Security Agreement, dated as of September 22, 2023, and as the same may be further amended from time to time prior to the date hereof, the "Revolving Credit Agreement"); and WHEREAS, the parties hereto desire to amend the Revolving Credit Agreement, in accordance with Section 13.01(b) of the Revolving Credit Agreement subject to the terms and conditions set forth herein.WHEREAS, BNP Paribas, the Borrower and the Servicer entered into that certain Fee Letter dated October 14, 2020 (as amended pursuant to that certain Amendment No. 1 to Lender Fee Letter, dated as of December 11, 2020, as further amended pursuant to that certain amended pursuant to that certain Amendment No. 2 to Lender Fee Letter, dated as of March 2, 2021 and as further amended pursuant to that certain amended pursuant to that certain Amendment No. 3 to Lender Fee Letter, dated as of September 22, 2023, the "Fee Letter").WHEREAS, the parties hereto desire to amend the Fee Letter.NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:ARTICLE I DefinitionsSECTION 1.1. Defined Terms. Terms used but not defined herein have the respective meanings given to such terms in the Revolving Credit Agreement.ARTICLE IIAmendments to Revolving Credit AgreementSECTION 2.1. As of the Amendment Date, the Revolving Credit Agreement (including the Schedules thereto) is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: stricken text) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: bold and double-underlined text) as set forth on the pages attached as Appendix A hereto.Amendments to Fee LetterSECTION 2.2. As of the Amendment Date, the Fee Letter is hereby amended by removing references to "CDOR Advance" in their entirety and replacing such references with "CAD Advance".ARTICLE IIIRepresentations and WarrantiesSECTION 3.1. The Borrower and the Equityholder hereby represent and warrant to the Administrative Agent and the Lender that, as of the Amendment Date, (i) no Default, Event of Default, Potential Servicer Removal Event or Servicer Removal Event has occurred and is continuing or shall occur on the Amendment Date after giving effect to this Amendment and the transaction contemplated hereby and (ii) the representations and warranties of the Borrower, the Servicer and the Equityholder contained in Sections 4.01, 4.02 and 4.03 of the Revolving Credit Agreement are true and correct in all material respects on and as of the Amendment Date (other than any representation and warranty that is made as of a specific date); provided that, to the extent that any such representation and warranty is otherwise qualified by materiality or Material Adverse Effect, such representation and warranty shall be true and correct in all respects.ARTICLE IVConditions PrecedentSECTION 4.1. This Amendment will be effective upon the satisfaction of each of the following conditions:(a) A A to the execution and delivery of this Amendment by the Borrower, the Lenders, the Administrative Agent, the Equityholder and the Servicer.ARTICLE VMiscellaneousSECTION 5.1. Governing Law. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER FACILITY DOCUMENT (EXCEPT, AS TO ANY OTHER FACILITY DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.SECTION 5.2. Severability Clause. In case any provision in this Amendment shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.SECTION 5.3. Ratification. Except as expressly amended hereby, the Revolving Credit Agreement is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. All obligations under the Revolving Credit Agreement (as such obligations may be modified by this Amendment on the Amendment Date) shall continue to be valid, enforceable, and in full force and effect and shall not be impaired, in any respect, by the effectiveness of this Amendment. This Amendment shall form a part of the Revolving Credit Agreement for all purposes and reference to this specific Amendment need not be made in the Revolving Credit Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Revolving Credit Agreement, any reference in any of such items to the Revolving Credit Agreement being sufficient to refer to the Revolving Credit Agreement as amended hereby. On and after the effectiveness of this Amendment, this Amendment shall for all purposes constitute a Facility Document and each reference in the Revolving Credit Agreement to "hereinafter," "hereunder" or words of like import referring to the Revolving Credit Agreement and each reference in any other Facility Document to "Revolving Credit Agreement," "thereunder," "thereof" or words of like import referring to the "Revolving Credit Agreement" shall mean and be a reference to the Revolving Credit Agreement as amended hereby. The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision or to operate as a waiver of any right, power or remedy under the Revolving Credit Agreement or any of the other Facility Documents. This Amendment shall not constitute a novation of the obligations and liabilities of the parties under the Revolving Credit Agreement or the other Facility Documents as in effect on or prior to the Amendment Date.SECTION 5.4. Counterparts. The parties hereto may sign one or more copies of this Amendment in counterparts, all of which together constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile or email transmission (including electronic signature pursuant to and in accordance with the Revolving Credit Agreement) is effective as delivery of a manually executed counterpart hereof.SECTION 5.5. Headings. The headings of the Articles and Sections in this Amendment are for convenience of reference only and are not deemed to alter or affect the meaning or interpretation of any provisions hereof.SECTION 5.6. Electronic Signatures. The words "execution," "assigned," "signature," and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.[Signature Pages Follow]4DocuSign Envelope ID: AE752FBA-6A47-43E1-B02E-02C7BEC3095IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the Amendment Date.BORROWER:DLF FINANCING SPV LLCBy:A A A A A A A A /s/ Jeffery DayTitle: Authorized Signatory[Signature Page to Fourth Amendment to Revolving Credit and Security Agreement]EQUITYHOLDER:MORGAN STANLEY DIRECT LENDING FUND,as EquityholderBy: /s/ Jeffery DayA A A A Name: Jeffery DayTitle: Authorized SignatorySERVICER:MORGAN STANLEY DIRECT LENDING FUND,as ServicerBy: /s/ Jeffery DayA A A A Name: Jeffery DayTitle: Authorized Signatory[Signature Page to Fourth Amendment to Revolving Credit and Security Agreement]ADMINISTRATIVE AGENT:BNP PARIBAS,as Administrative AgentBy:A A A A /s/ Meredith MiddletonA A A A Name:Meredith MiddletonTitle: Managing DirectorBy:A A A A /s/ Sohaib NaimA A A A Name: Sohaib NaimTitle: DirectorFourth Amendment to Revolving Credit and Security Agreement LENDER:BNP PARIBAS,as LenderBy:A A A A /s/ Meredith MiddletonA A A A Name: Meredith MiddletonTitle: Managing DirectorBy:A A A A /s/ Sohaib NaimA A A A Name: Sohaib NaimTitle:A A A A DirectorFourth Amendment to Revolving Credit and Security AgreementLENDER:CANADIAN IMPERIAL BANK OF COMMERCEBy:A A A A /s/ Kathryn LagroixA A A A Name: Kathryn Lagroix Title: Managing DirectorFourth Amendment to Revolving Credit and Security AgreementAPPENDIX AEXECUTION VERSIONConformed through ThirdFourth Amendment, dated September 22June 26, 20232024REVOLVING CREDIT AND SECURITY AGREEMENTamongDLF FINANCING SPV LLC,as Borrower,THE LENDERS FROM TIME TO TIME PARTIES HERETO, BNP PARIBAS,as Administrative Agent,MORGAN STANLEY DIRECT LENDING FUND,as Equityholder,MORGAN STANLEY DIRECT LENDING FUND,as Servicer,andU.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,as Collateral AgentDated as of October 14, 2020THIS AGREEMENT PROVIDES FOR AN UNCOMMITTED FACILITY.ALL ADVANCES ARE DISCRETIONARY ON THE PART OF THE LENDERS IN THEIR SOLE AND ABSOLUTE DISCRETION. 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andWHEREAS, each Lender is willing to make such advances to the Borrower on the terms and subject to the conditions set forth in this Agreement.NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:ARTICLE IDEFINITIONS; RULES OF CONSTRUCTION; COMPUTATIONSSection 1.01 Definitions. As used in this Agreement, the following terms shall have the meanings indicated:â€œAccount Control Agreementâ€ means that certain Account Control Agreement, dated as of the Closing Date, among the Borrower, the Servicer, the Collateral Agent and U.S. Bank National Association, as Securities Intermediary, which agreement relates to the Covered Accounts.â€œAdjusted Cumulative Compounded SONIAâ€ means for any Interest Accrual Period, with respect to any GBP Advance (or portion thereof), the rate per annum (carried out to the fourth decimal place) equal to the rate determined by the Administrative Agent to be the Cumulative Compounded SONIA Rate as of the SONIA Reporting Day.â€œAdjusted Principal Balanceâ€ means, for any Eligible Collateral Loan, as of any date of determination, an amount equal to the Loan Value of such Eligible Collateral Loan as of such date multiplied by the Principal Balance of such Eligible Collateral Loan as of such date;USActive 55761147.5provided that, the parties hereby agree that the Adjusted Principal Balance of any Ineligible Collateral Loan as of such date of determination shall be zero.â€œAdministrative Agentâ€ has the meaning assigned to such term in the introduction to this Agreement.â€œAdministrative Agent Fee Letterâ€ means that certain fee letter, dated as of the Closing Date, by and among the Administrative Agent, the Structuring Agent, the Borrower and the Servicer, as amended or supplemented from time to time.â€œAdministrative Expense Capâ€ means, for any Payment Date, an amount not to exceed \$225,000 for any twelve (12) month period.â€œAdministrative Expensesâ€ means the fees and expenses (including indemnities) and other amounts of the Borrower due or accrued with respect to any Payment Date and payable in the following order:(a)first, on a pro rata basis, to the Collateral Agent, the Custodian and the Securities Intermediary, any amounts and indemnities payable to such entities pursuant to the Facility Documents (including any amounts payable to U.S. Bank Trust Company, National Association or any affiliate thereof in any other role in connection with the EU Transparency Reporting Side Letter Agreement); and(b)second, on a pro rata basis, to:(i)the Independent Accountants, agents (other than the Servicer) (including any third party appraisal or valuation firms) and outside counsel of the Borrower for fees and expenses related to the Collateral and the Facility Documents and to the Independent Director of the Borrower for its fees and expenses incurred in acting in such capacity; and(ii)to any rating agency for fees and expenses in connection with the rating of (or provision of credit estimates in respect of) any Collateral Loan; and(c)third, to the payment of any expenses of obtaining documents, reports or information to enable compliance by any Lender with Article 5 of the Securitisation Regulation (other than the amounts specified in clause (a) above.â€œAdvanceâ€ means each loan advanced by each Lender to the Borrower on a Borrowing Date pursuant to Article II.â€œAdvance Rateâ€ means, with respect to any Collateral Loan, the percentage set forth in the below table corresponding to the Loan Type and Loan Class of such Collateral Loan, subject to the exceptions and adjustments set forth immediately following such table:-Loan TypeLoan ClassAdvance RateFirst Lien Loans that are not Recurring Revenue Loans.....Class 1 Loans.....67.5%Class 2A Loans.....65.0%Class 2B Loans.....62.5%Class 3 Loans.....60.0%First Lien Last Out Loans.....Class 1 Loans.....55%Class 2A Loans.....55%Class 2B Loans.....50%Class 3 Loans.....50%Second Lien Loans.....Class 1 Loans.....35%Class 2A Loans.....35%Class 2B Loans.....35%Class 3 Loans.....30%Notwithstanding the percentages set forth in the preceding table:(a)if such Collateral Loan is a First Lien Loan that is a Recurring Revenue Loan, the Administrative Agent will assign an Advance Rate in its sole discretion;(b)any First Lien Last Out Loans with a First Out Leverage greater than 2.00:1.00 will be assigned the percentages set forth in the preceding table corresponding to Second Lien Loans of the Loan Class applicable to such Collateral Loan;(c)the Advance Rate of any First Lien Last Out Loans, or First Lien Loans that are not Recurring Revenue Loans, with a Senior Net Leverage Ratio exceeding the First Lien Senior Leverage Cut-Off will be a blended rate, calculated as follows:(i)the portion of such First Lien Loan or First Lien Last Out Loan up to the First Lien Senior Leverage Cut-Off will be assigned the percentage set forth in the preceding table corresponding to First Lien Loans of the Loan Class applicable to such Collateral Loan;(ii)the portion of such First Lien Loan or First Lien Last Out Loan above the First Lien Senior Leverage Cut-Off up to the First Lien Senior Leverage Cap will be assigned the percentage set forth in the preceding table corresponding to Second Lien Loans of the Loan Class applicable to such Collateral Loan; and(iii)the portion of such First Lien Loan or First Lien Last Out Loan above the First Lien Senior Leverage Cap will be assigned an Advance Rate of zero;(d)portions of First Lien Loans or First Lien Last Out Loans assigned a percentage set forth in the preceding table corresponding to Second Lien Loans will be treated as First Lien Loans or First Lien Last Out Loans, respectively, and not be treated 3-as Second Lien Loans for all other purposes hereunder, including for purposes of calculating Concentration Limitations;(e)for the purposes of determining Advance Rates, the Senior Net Leverage Ratio of a Collateral Loan will be based on the senior leverage of the Obligor on the date the Administrative Agent has approved an Approval Request for such Collateral Loan pursuant to Section 2.02 as of the most recent financial reporting of the Obligor prior to such date or, after the occurrence of a Revaluation Event, as of the most recent financial reporting of the Obligor; (f)if such Collateral Loan is a Cap Adjusted Loan, the Administrative Agent may further increase its Advance Rate in its sole discretion; and(g)if such Collateral Loan was acquired in the form of a participation and such participation is not elevated to an assignment of the Collateral Loan to the Borrower within 60 days of the Borrowerâ€™s acquisition of such Collateral Loan, thereafter, for so long as such Collateral Loan remains in the form of a participation, the Administrative Agent shall have the ability at any time and from time to time to reduce the Advance Rate of such Collateral Loan (including assigning an Advance Rate of zero) in its sole discretion (provided that, upon the date such Collateral Loan is elevated to an assignment, the Advance Rate of such Collateral Loan shall be the initial Advance Rate assigned to such Collateral Loan).â€œAffected Financial Institutionâ€ means (a) any EEA Financial Institution or (b) any UK Financial Institution.â€œAffected Personâ€ means (a) the Administrative Agent, each Lender and each of their respective Affiliates and (b) any assignee or participant of any Lender (unless the benefit of any particular provision hereof to any such Affected Person is otherwise expressly excluded herein).â€œAffiliateâ€ means, in respect of a referenced Person at any time, another Person Controlling, Controlled by or under common Control with such referenced Person but which shall not, with respect to the Borrower, include the Obligors under any Collateral Loan; provided that (a) an Obligor will not be considered an â€œAffiliateâ€ of any other Obligor solely due to the fact that each such Obligor is under the control of the same financial sponsor and (b) Obligors in respect of Collateral Loans shall be deemed not to be â€œAffiliatesâ€ if they have distinct corporate family ratings and/or distinct issuer credit ratings; provided that, for the purposes of Section 5.03(h), Section 10.01(a) and Section 10.03 of this Agreement, the term â€œAffiliateâ€ shall not include any Excluded Affiliate.â€œAgentâ€ or â€œAgentsâ€ means the Administrative Agent and the Collateral Agent, collectively or individually, as the context requires.â€œAggregate Adjusted Collateral Balanceâ€ means, as of any date of determination, an amount equal to the sum of the Dollar Equivalent of the Adjusted Principal Balances of all Collateral Loans in the Collateral (including each potential Collateral Loan that the Borrower-4-has entered into a binding commitment to purchase that has not yet settled) on such date, after giving effect to all Collateral Loans added to and removed from the Collateral on such date.â€œAggregate Net Collateral Balanceâ€ means, as of any date of determination, the Aggregate Adjusted Collateral Balance minus the Excess Concentration Amount, in each case, as of such date of determination.â€œAggregate Principal Balanceâ€ means, when used with respect to all or a portion of the Collateral Loans, the sum of the Principal Balances of all or of such portion of such Collateral Loans.â€œAgreementâ€ means this Revolving Credit and Security Agreement.â€œApplicable Indexâ€ means, with respect to (a) Dollar Advances, Term SOFR, (b) with respect to GBP Advances, Adjusted Cumulative Compounded SONIA, (c) with respect to Euro Advances, EURIBOR and (d) with respect to CDORCAD Advances, CDORthe sum of Term CORRA plus the CORRA Adjustment or, in each case, any other successor index pursuant to the terms of this Agreement.â€œApplicable Lawâ€ means, for any Person, any Law of any Governmental Authority, including all federal and state banking or securities laws, to which the Person in question is subject or by which it or any of its assets or properties are bound.â€œApplicable Marginâ€ has the meaning assigned to such term in the Lender FeeLetter.â€œAppraisalâ€ means an appraisal or valuation of a Collateral Loan that is conducted by an Approved Valuation Firm, which may be in the form of an update or reaffirmation by an Approved Valuation Firm of an appraisal or valuation previously performed by such Approved Valuation Firm or another Approved Valuation Firm.â€œApproval Requestâ€ has the meaning specified in Section 2.02(a)(i) hereof. â€œApproved Listâ€ has the meaning specified in Section 2.02(a)(ii) hereof. â€œApproved Valuation Firmâ€ means Lincoln International LLC (f/k/a LincolnPartners LLC), Valuation Research Corporation, Alvarez & Marsal, Duff & Phelps, Houlihan Lokey and any appraisal or valuation firm providing such service to the Servicer; provided that any independent appraisal or valuation firm or independent financial advisor recognized as being experienced in conducting valuations of secured loans may be added as an â€œApproved Valuation Firmâ€ with the consent of the Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned).â€œAsset Informationâ€ means, with respect to any Obligor, in each case to the extent available to the Borrower and subject to any redactions required by the Servicerâ€™s internal policies and procedures (it being understood that to the extent any of the information described in any of the following is contained in the Servicerâ€™s internal credit memo described in clause (d) below, such information need not be separately represented by any document or file and shall for 5-all purposes of this Agreement be deemed delivered upon delivery of such internal credit memo):(a) the legal name of such Obligor, (b) the jurisdiction in which such Obligor is domiciled, (c) the audited financial statements for the two prior fiscal years of such Obligor (or such shorter period of time for which such audited financial statements have been prepared and are available),(d) the Servicerâ€™s internal credit memo with respect to such Obligor and the related Collateral Loan, (e) the informational memorandum, offering memorandum or similar document, if any, issued by the bookrunner or the administrative agent for such Obligor and relating to such Collateral Loan, (f) a company forecast of such Obligor including plans related to capital expenditures, (g) the business model, company strategy and names of known peers of such Obligor, (h) the shareholding pattern and details of the management team of such Obligor, (i) details of any banking facilities and the debt maturity schedule of such Obligor and (j) a copy of the related credit agreement (which may be a draft) specifying the terms and governing the repayment of such Collateral Loan; provided, that, in each case, to the extent any of the above information is unavailable, the Servicer shall notify the Administrative Agent of such missing information.â€œAsset Listâ€ has the meaning specified in Section 2.02(a).â€œAssignment and Acceptanceâ€ means an Assignment and Acceptance in substantially the form of Exhibit D, entered into by a Lender, an assignee, the Administrative Agent and, if applicable, the Borrower.â€œAUP Report Dateâ€ has the meaning assigned to such term in Section 8.09(a). â€œAvailable Currencyâ€ means, at any time, any of Dollars, Pounds Sterling, Euros, or Canadian Dollars and, with the prior written consent of each Lender and the Administrative Agent and prior notice to the Collateral Agent and the Securities Intermediary, any other currency, so long as, in respect of any such specified currency, it is available to the Collateral Agent and the Securities Intermediary and at such time no central bank or other governmental authorization in the country of issue of such currency (including, in the case of the Euro, any authorization by the European Central Bank) is required to permit use of such currency by any Lender for making any Advance hereunder and/or to permit the Borrower to borrow and repay the principal thereof and to pay the interest thereon, unless such authorization has been obtained and is in full force and effect.â€œAvailable Tenorâ€ means, as of any date of determination and with respect to the then-current Benchmark for any Available Currency, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of â€œInterest Accrual Periodâ€ pursuant to Section 2.18.-6-â€œBail-In Actionâ€ means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.â€œBail-In Legislationâ€ means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union (as amended or re-enacted) establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and

(b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings). For the purposes of this definition, a reference to "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation. "Bankruptcy Code" means the United States Bankruptcy Code, Title 11, United States Code §§101 et seq., or foreign bankruptcy, insolvency, receivership or similar law from time to time in effect and affecting the rights of creditors generally. "Base Rate" means, on any date, a fluctuating interest rate per annum equal to the highest of (a) the Prime Rate or (b) the Federal Funds Rate plus 0.50%. The Base Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer of any Agent or any Lender. Interest calculated pursuant to clause (a) above will be determined based on a year of 365 or 366 days, as applicable, and actual days elapsed. Interest calculated pursuant to clause (b) above will be determined based on a year of 360 days and actual days elapsed. If the calculation of the Base Rate results in a Base Rate of less than zero (0), the Base Rate shall be deemed to be zero (0) for all purposes hereunder. "Benchmark" means, initially, each Applicable Index; provided that if a Benchmark Transition Event or CAD Benchmark Transition Event, as applicable, and its related Benchmark Replacement Date or Term CORRA Transition Event, as applicable, have has occurred with respect to an Applicable Index or a then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement or CAD Benchmark Replacement, to the extent that such Benchmark Replacement or CAD Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.18 or Section 2.19, as applicable. "Benchmark Replacement" means with respect to any Benchmark Transition Event (other than CDOR or any Benchmark with respect to CAD Advances), the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a 7-replacement to the then-current Benchmark for any applicable Available Currency syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Facility Documents. "Benchmark Replacement Adjustment" means, with respect to any then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Available Currency at such time. "Benchmark Replacement Date" means the earliest to occur of the following events with respect to such then-current Benchmark (other than CDOR) for any Available Currency: (1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or (2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date; For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) above with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof). -8- "Benchmark Transition Event" means, with respect to the then-current Benchmark for any Available Currency (other than Canadian Dollars), the occurrence of one or more of the following events with respect to such then-current Benchmark: (1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); (2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, any other Relevant Governmental Body, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component thereof), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component thereof) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component thereof), in each case which states that the administrator of such Benchmark (or such component thereof) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or (3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative. For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof). "Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of 9-information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication). "Benchmark Unavailability Period" means, with respect to any then-current Benchmark for any Available Currency (other than Canadian Dollars), the period (if any) (x) beginning at the time that a Benchmark Replacement Date with respect to such Benchmark has occurred if, at such time, no Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any other Facility Document in accordance with Section 2.18 and (y) ending at the time that a Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any other Facility Document in accordance with Section 2.18. "BNP" has the meaning assigned to such term in the introduction to this Agreement. "Borrower" has the meaning assigned to such term in the introduction to this Agreement. "Borrowing Base" means, at any time and date, an amount equal to the sum of (i) the Dollar Equivalent of the amounts in the Principal Collection Subaccount, (ii) an amount equal to the product of (x) the Weighted Average Advance Rate as of such date (excluding any Sale Settlement Pending Collateral from the calculation of the Weighted Average Advance Rate), (y) the Aggregate Net Collateral Balance as of such date (excluding any Sale Settlement Pending Collateral from the calculation of the Aggregate Net Collateral Balance) and (z) the Portfolio Advance Rate Adjustment as of such date and (iii) the aggregate sale price (expressed in Dollars) of the Sale Settlement Pending Collateral as of such date. "Borrowing Base Calculation Statement" means a statement in substantially the form attached to the form of Notice of Borrowing attached hereto as Exhibit B, as such form of Borrowing Base Calculation Statement may be modified as mutually agreed by the Administrative Agent and the Borrower from time to time. "Borrowing Date" means the date of an Advance. "Business Day" means (a) any day of the year except a Saturday, Sunday or other day on which commercial banks in New York City, Boston, Massachusetts, St. Paul, Minnesota, Florence, South Carolina, or the city in which the offices of the Collateral Agent, the Custodian or the Securities Intermediary are located are authorized or required by law to close; and (b) with respect to any determinations relating to an Advance of Available Currencies (i) with respect to Dollar Advances, a U.S. Government Securities Business Day, (ii) with respect to Euro Advances any day of the year except any day on which banks are not open for dealings in Euro deposits in the Euro-zone interbank market, (iii) with respect to CDORCAD Advances, any day of the year except any day on which banks are not open for dealings in Canadian Dollar deposits in Toronto, Canada, (iv) with respect to GBP Advances, an RFR Banking Day and (v) with respect to any additional Available Currency permitted under this Agreement, any day of the year except any day on which banks are not open for dealings in the principal financial center of the country of such Available Currency. -10- "CAD Benchmark Replacement" means, for any Available Tenor: Advance" means an Advance denominated in Canadian Dollars. (1) For purposes of Section 2.19(a), the first alternative set forth below that can be determined by the Administrative Agent: (a) the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month" duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months" duration, or (b) the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month" duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months" duration; and (2) For purposes of Section 2.19(b), the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrower as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated syndicated credit facilities at such time; provided that, if the CAD Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the CAD Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Facility Documents. "CAD Benchmark Transition Event" means, with respect to any then-current Benchmark with respect to Canadian Dollars other than CDOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored. "CAD Replacement Conforming Changes" means, with respect to any CAD Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Canadian Prime Rate," the definition of "Business Day," the definition of "Interest Accrual Period," the timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent, in consultation with the Borrower, decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such CAD Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such 11-market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such CAD Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Facility Documents). Without limiting the foregoing, CAD Replacement Conforming Changes made in connection with the replacement of CDOR with a CAD Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the CAD Benchmark Replacement, to replace the creation or purchase of drafts. "CAD Collection Account" means the single, segregated account with respect to Collections in Canadian Dollars at the Securities Intermediary in the name of the Borrower subject to the lien of the Collateral Agent for the benefit of the Secured Parties. "Canadian Dollars" means the lawful currency of Canada. "Canadian Prime Rate" means the rate of interest per annum last quoted by BNP Paribas ALM Treasury Canada as its "Prime Rate" in Canada or, if BNP Paribas ALM Treasury Canada ceases to quote such rate, the highest per annum interest rate published by Bloomberg for the PRIMCAN index or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any rate quoted by the Bank of Canada as the "Prime Rate" in Canada (as determined by the Administrative Agent). Any change in the Canadian Prime Rate shall take effect at the opening of business on the day such change is publicly announced or quoted as being effective. "Cap Adjusted Loan" means a Class 1 Loan, a Class 2A Loan or a Class 2B Loan that the Administrative Agent, in consultation with the Borrower, has determined shall be subject to an increased First Lien Senior Leverage Cap when calculating its Advance Rate, including a Collateral Loan meeting all of the following criteria: (a) any Collateral Loan the relevant Obligor of which has EBITDA of greater than the Dollar Equivalent of \$50,000,000 as calculated in accordance with the Related Documents as of the Trade Date of such Collateral Loan; (b) any Collateral Loan the relevant Obligor of which had trailing 12-month revenue of greater than the Dollar Equivalent of \$100,000,000; (c) any Collateral Loan with a loan-to-value ratio of less than 50%; and (d) the Debt Service Coverage Ratio of the Obligor of such Collateral Loan is greater than 2.00:1.00. "Cash" means Dollars immediately available on the day in question. "CDOR" means, for any date of determination, with respect to any CDOR Advance (or portion thereof) the rate per annum (carried out to the fifth decimal place) equal to the rate determined by the Administrative Agent to be the average rate that appears on the Bloomberg Professional Service CDOR Page (or any applicable successor or substitute page providing rate quotations comparable to those currently provided on such page of such service)-12-at approximately 10:00 a.m. (Toronto time) two (2) Business Days prior to the beginning of the relevant Collection Period for Canadian Dollar bankers acceptances with a term equivalent to one month; provided that if such rate is not available at any such time for any reason, then "CDOR" with respect to any CDOR Advance shall be the bid rate at which Canadian Dollar bankers acceptances of CAD\$5,000,000 and for a one-month maturity are offered by the principal Toronto office of any bank (which may be the Administrative Agent) reasonably selected by the Administrative Agent for settlement at approximately 10:00 a.m. (Toronto time) on the applicable day (or, if such day is not a Business Day, on the immediately preceding Business Day); provided, further that, in the event that the rate as so determined above shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. CDOR shall always be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. "CDOR Advance" means an Advance denominated in Canadian Dollars. "CDOR Cessation Date" has the meaning specified in Section 2.19. "Central Bank Rate" means the SONIA Administrator's "Central Bank Rate" as published by SONIA Administrator from time to time. "Central Bank Rate Adjustment" means, with respect to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the 20 percent trimmed arithmetic mean (calculated by the Administrative Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which SONIA is available. "Central Bank Rate Spread" means, with respect to any RFR Banking Day, the difference (expressed as a percentage rate per annum) (calculated by the Administrative Agent) between: (i) SONIA for that RFR Banking Day; and (ii) the Central Bank Rate prevailing at the close of business on that RFR Banking Day. "Certificated Security" has the meaning specified in Section 8-102(a)(4) of the UCC. "Change in Law" means (a) the adoption of any law, rule or regulation after the Closing Date, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.10(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in implementation thereof, (y) the Securitisation Regulation and all rules promulgated thereunder and (z) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" hereunder regardless of the date of effectiveness. -13- "Change of Control" means an event or series of events by which (A) (i) the Equityholder or its Affiliates, collectively, ceases to possess, directly or indirectly, the right to elect or appoint (through contract, ownership of voting securities, or otherwise) directors that at all times have a majority of the votes of the board of directors (or similar governing body) of the Borrower or to direct the management policies and decisions of the Borrower or (ii) the Equityholder or its Affiliates cease, directly or indirectly, to own and control legally and

beneficially all of the equity interests of the Borrower or (B) MS Capital Partners Adviser Inc. or its Affiliates shall cease to be the investment advisor of the Equityholder.

Class 1

means, at any time, all Class 1 Loans at such time.

Class 1 Loan

means any Collateral Loan that (a) as of the Trade Date of such Collateral Loan, has a tranche size of at least the Dollar Equivalent of \$400,000,000 and (b) is rated by S&P and Moody's (or the related Obligor for such Collateral Loan is rated by S&P and Moody's).

Class 2A

means, at any time, all Class 2A Loans at such time.

Class 2A Loan

means a Collateral Loan (a) that is not a Class 1 Loan and (b) the relevant Obligor of which has EBITDA of at least the Dollar Equivalent of \$50,000,000 as calculated in accordance with the Related Documents as of the Trade Date of such Collateral Loan.

Class 2B

means, at any time, all Class 2B Loans at such time.

Class 2B Loan

means a Collateral Loan (a) that is not a Class 1 Loan or Class 2A Loan and (b) the relevant Obligor of which has EBITDA of at least the Dollar Equivalent of \$35,000,000, as calculated in accordance with the Related Documents as of the Trade Date of such Collateral Loan.

Class 3

means, at any time, all Class 3 Loans at such time.

Class 3 Loan

means a Collateral Loan (a) that is not a Class 1 Loan, Class 2A Loan or a Class 2B Loan and (b) the relevant Obligor of which has an EBITDA of less than the Dollar Equivalent of \$35,000,000 as calculated in accordance with the Related Documents as of the Trade Date of such Collateral Loan.

Clearing Agency

means an organization registered as a clearing agency pursuant to Section 17A of the Exchange Act.

Clearing Corporation

means each entity included within the meaning of clearing corporation under Section 8-102(a)(5) of the UCC.

Clearing Corporation Security

means securities which are in the custody of or maintained on the books of a Clearing Corporation or a nominee subject to the control of a Clearing Corporation and, if they are Certificated Securities in registered form, properly-14-endorsed to or registered in the name of the Clearing Corporation or such nominee or endorsed in blank.

Closing Date

means October 14, 2020.

Code

means the Internal Revenue Code of 1986, as amended.

Collateral

has the meaning assigned to such term in Section 7.01(a).

Collateral Account

has the meaning assigned to such term in Section 8.02(a)(i).

Collateral Agent

has the meaning assigned to such term in the introduction to this Agreement.

Collateral Agent Fee Letter

means the fee letter between the Collateral Agent and the Borrower setting forth the fees and other amounts payable by the Borrower to the Collateral Agent, the Custodian and the Securities Intermediary under the Facility Documents, in connection with the transactions contemplated by this Agreement.

Collateral Interest Amount

means, as of any date of determination, without duplication, the sum of (a) the aggregate amount of Interest Proceeds that has been received or that is expected to be received (other than Interest Proceeds expected to be received from Defaulted Collateral Loans and Ineligible Collateral Loans) and (b) the aggregate amount of Interest Proceeds that the Servicer has determined, in accordance with the Servicing Standard, are likely to be received from Defaulted Collateral Loans and Ineligible Collateral Loans, in each case, during the Collection Period (and, if such Collection Period does not end on a Business Day, the next succeeding Business Day) in which such date of determination occurs.

Collateral Loan

means a loan, debt obligation, debt security or participation therein acquired by the Borrower.

Collateral Loan Buy Confirmation

means with respect to any Collateral Loan, documentation evidencing, in reasonable detail, the Borrower's acquisition of such Collateral Loan, and which shall identify at least the obligor, price and the Principal Balance of such Collateral Loan.

Collateral Quality Test

means a test that is satisfied as of any Business Day on or after the Closing Date if, in the aggregate, the Collateral Loans owned (or, in relation to a proposed purchase of a Collateral Loan, both owned and proposed to be owned) by the Borrower satisfy the Maximum Weighted Average Life Test (or in relation to a proposed purchase after the Closing Date, if not in compliance, the test is maintained or improved after giving effect to any purchase or sale effected on any such Business Day), calculated in accordance with Section 1.04.

Collection Account

has the meaning assigned to such term in Section 8.02(a)(ii), including the Principal Collection Subaccount, the Interest Collection Subaccount, the CAD Collection Account, the EUR Collection Account and the GBP Collection Account.

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Collection Date

means the date on which the aggregate outstanding principal amount of the Advances have been repaid in full and all Interest and fees and all other Obligations (other than contingent indemnification and reimbursement obligations which are unknown, unmatured and/or for which no claim giving rise thereto has been asserted) have been paid in full, and the Borrower shall have no further right to request any additional Advances.

Collection Period

means, with respect to any Payment Date, the monthly period from and including the date on which the first Advance is made hereunder to but excluding the first Collection Period Start Date following the date of such Advance and each successive monthly period from and including a Collection Period Start Date to but excluding the immediately succeeding Collection Period Start Date or, in the case of the Collection Period immediately preceding the Final Maturity Date or the Collection Period immediately preceding an optional prepayment in whole of the Advances, ending on the day preceding the Final Maturity Date or the date of such prepayment, respectively.

Collection Period Start Date

means the first calendar day of each month of each year (or, if any such date is not a Business Day, the immediately succeeding Business Day), commencing in November 2020.

Collection Date

means all cash collections, distributions, payments or other amounts received, or to be received, by the Borrower from any Person in respect of any Collateral Loan constituting Collateral, including all principal, interest, fees, distributions and redemption and withdrawal proceeds payable to the Borrower under or in connection with any such Collateral Loans and all Proceeds from any sale or disposition of any such Collateral Loans.

Competent Authority

has the meaning given to it in the Securitisation Regulations.

Concentration Calculation Amount

means (a)(1) from the Closing Date to the date that is the six-month anniversary of the Closing Date or (2) from the date of any Permitted Securitization to the date that is the three-month anniversary (or, with the consent of the Administrative Agent, the date that is the six-month anniversary) of the closing of such Permitted Securitization, the greater of (i) the Adjusted Principal Balances of loans equal to the Maximum Portfolio Amount and (ii) the Aggregate Adjusted Collateral Balance (after giving effect to any proposed purchase of Collateral Loans) and (b) after the date that is the six-month anniversary of the Closing Date, the Aggregate Adjusted Collateral Balance.

Concentration Limitations

means, as of any date of determination, the following limitations (calculated without duplication) as applied to the Eligible Collateral Loans owned (or, in relation to a proposed purchase of an Eligible Collateral Loan, proposed to be owned, with respect to which, if such purchase results in noncompliance with the limitations, the relevant requirements must be maintained or improved after giving effect to the purchase) by the Borrower, unless a waiver is provided in writing by the Administrative Agent specifying the agreed treatment of such Collateral Loan or Concentration Limitation:-16-(a)not more than 15.00% of the Concentration Calculation Amount may consist of First Lien Last Out Loans or Second Lien Loans;(b)not more than 12.50% of the Concentration Calculation Amount may consist of Second Lien Loans; provided that from the Closing Date to the date that is the six-month anniversary of the Closing Date, not more than 10.00% of the Concentration Calculation Amount may consist of Second Lien Loans;(c)not more than 15.00% of the Concentration Calculation Amount may consist of Class 2A Loans and Class 2B Loans that are Cov-Lite Loans;(d)not more than 20.00% of the Concentration Calculation Amount may consist of Cap Adjusted Loans;(e)not more than 20.00% of the Concentration Calculation Amount may consist of Collateral Loans not denominated in Dollars;(f)not more than 20.00% of the Concentration Calculation Amount may consist of Collateral Loans the Obligors of which have their headquarters in, a principal place of business in or are organized, formed or incorporated in a country other than the United States;(g)not more than 20.00% of the Concentration Calculation Amount may consist of Revolving Collateral Loans or Delayed Drawdown Collateral Loans;(h)the Adjusted Principal Balance of Collateral Loans that are issued by any Obligor and its Affiliates is not more than 5.00% of the Maximum Portfolio Amount, except that the largest two Obligors and their respective Affiliates may represent up to 10.00% and 7.50% of the Maximum Portfolio Amount, respectively;(i)the Adjusted Principal Balance of Collateral Loans that are issued by Obligors and their Affiliates that belong to any single S&P Industry Classification is not more than 10.00% of the Maximum Portfolio Amount, except that the three largest S&P Industry Classifications may constitute up to 22.50%, 20.00% and 15.00%, respectively, of the Maximum Portfolio Amount;(j)not more than 5.00% of the Concentration Calculation Amount may consist of Fixed Rate Loans;(k)not more than 5.00% of the Concentration Calculation Amount may consist of Class 1 Loans that are rated below Caa1 by Moody's or below CCC+ by S&P;(l)not more than 12.50% of the Concentration Calculation Amount may consist of Recurring Revenue Loans; and-17-(m)not more than 7.50% of the Concentration Calculation Amount may consist of Partial PIK Loans that are currently deferring interest.

Conforming Changes

means, with respect to either the use or administration of an initial Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of the definition of Business Day, the definition of RFR Banking Day, the definition of U.S. Government Securities Business Day, the definition of Interest Accrual Period or any similar or analogous definition (or the addition of a concept of interest period), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent, in consultation with the Borrower, decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Facility Documents).

Constituent Documents

means, in respect of any Person, the certificate or articles of formation or organization, the limited liability company agreement, operating agreement, partnership agreement, joint venture agreement or other applicable agreement of formation or organization (or equivalent or comparable constituent documents) and other organizational documents and by-laws and any certificate of incorporation, certificate of formation, certificate of limited partnership and other agreement, similar instrument filed or made in connection with its formation or organization, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

Contribution Notice

has the meaning assigned to such term in Section 10.04(a).

Control

means the direct or indirect possession of the power to vote 50% or more of the voting securities of such Person or the power to direct or cause the direction of the management or policies of a Person, whether through ownership, by contract, arrangement or understanding, or otherwise.

Controlled and Controlling

have the meaning correlative thereto.

CORRA

means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

CORRA Adjustment

means 0.29547% (29.547 basis points).

Cov-Lite Loan

means a loan that does not (i) contain any financial covenants or-18-(ii) require the related Obligor of such loan to comply with any maintenance covenant; provided that a loan described in clause (I) or (II) above that either (i) contains a cross-default proviso, or (ii) is pari passu with, another loan of the Obligor that requires the Obligor to comply with a maintenance covenant will be deemed not to be a Cov-Lite Loan. For the avoidance of doubt, a loan that is capable of being described in clause (I) or (II) above only (x) until the expiration of a period of twelve months or less after the initial issuance thereof or (y) for so long as there is no funded balance in respect thereof, in each case as set forth in the applicable Related Documents, will be deemed not to be a Cov-Lite Loan.

Coverage Test

means each of (a) the Minimum OC Coverage Test and (b) the Interest Coverage Ratio Test.

Covered Account

means each of the Collection Accounts (including the Interest Collection Subaccount, the Principal Collection Subaccount, the CAD Collection Account, the EUR Collection Account and the GBP Collection Account), the Payment Account, the Collateral Account, the Revolving Reserve Account and any other account established by the Borrower at the Securities Intermediary with the consent of the Administrative Agent and subject to the Lien of the Collateral Agent and subject to an agreement establishing control (as used in the UCC) over such account in favor of the Collateral Agent pursuant to the terms of the Facility Documents.

Cumulative Compounded SONIA Rate

means, with respect to an Interest Accrual Period for a GBP Advance, the percentage rate per annum determined by the Administrative Agent in accordance with the methodology set out in Schedule 10 attached hereto.

Custodian

means U.S. Bank National Association in its capacity as custodian under the Custodian Agreement, and any successor thereto under the Custodian Agreement.

Custodian Agreement

means that certain Custodian Agreement, dated as of the Closing Date, among the Custodian, the Borrower and the Collateral Agent.

Daily Compounded CORRA

means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Administrative Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion; provided, further that if the administrator has not provided or published CORRA and a CAD Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

Daily Rate

means, with respect to any RFR Banking Day:(a)SONIA for that RFR Banking Day; or-19-(b)if SONIA is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:(i)the Central Bank Rate for that RFR Banking Day; and(ii)the applicable Central Bank Rate Adjustment; or(c)if clause (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:a.the most recent Central Bank Rate for a day which is no more than five RFR Banking Days before that RFR Banking Day; andb.the applicable Central Bank Rate Adjustment,rounded, in either case, to four decimal places and if, in either case, the aggregate of that rate is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate is zero.

Data File

has the meaning assigned to such term in Section 8.07(b).

Debt Service Coverage Ratio

means, with respect to any Collateral Loan for any Relevant Test Period, the meaning of Debt Service Coverage Ratio, or Pro Forma Debt Service Coverage Ratio or any comparable term in the Related Documents for such Collateral Loan, and in any case that Debt Service Coverage Ratio, or Pro Forma Debt Service Coverage Ratio or such comparable term is not defined in such Related Documents, the ratio, for such Collateral Loan, of (a) EBITDA of the related Obligor for the Relevant Test Period to (b) cash interest expense of such Obligor for the Relevant Test Period, in each case, as calculated by the Servicer in good faith using information from and calculations consistent with the relevant compliance statements and financial reporting packages provided by the relevant Obligor as per the requirements of the applicable Related Documents.

Default

means any event which, with the passage of time, the giving of notice, or both, would (if not cured or otherwise remedied during such time) constitute an Event of Default.

Defaulted Collateral Loan

means any Collateral Loan as to which at any time:(a)a default as to all or any portion of one or more payments of principal and/or interest (including a failure of a selling institution to pay amounts due and payable to the Borrower with respect to the related participation) has occurred after the earlier of(i) any grace period applicable thereto and (ii) five (5) Business Days, in each case, past the applicable due date;(b)a default (other than a default described in clause (a) of this definition) has occurred under the applicable Related Documents and for which the Borrower (or the agent or required lenders pursuant to the applicable Related Documents, as applicable)-20-has elected to exercise any of its rights or remedies under the applicable Related Documents (including acceleration, foreclosing on collateral or the imposition of default pricing (for the avoidance of doubt, excluding any default pricing that occurs automatically without election pursuant to the terms of the applicable Related Documents, subject to agreement by the Administrative Agent));(c)any portion of principal and/or interest payable hereunder has been waived or forgiven by the holders of such obligation; or(d)a Revaluation Event under clauses (d) or (g) of the definition thereof has occurred.

Defaulting Lender

means, at any time, any Lender that (a) has failed for three(3) or more Business Days after a Borrowing Date to fund its portion of an Advance required pursuant to the terms of this Agreement (other than failures to fund as a result of a bona fide dispute as to whether the conditions to borrowing were satisfied on the relevant Borrowing Date), (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund an Advance hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower) or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under the Bankruptcy Code or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdiction, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgment or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts

(d) shall be conclusive and binding absent manifest error.

“Delayed Drawdown Collateral Loan” means a Collateral Loan that (a) requires the Borrower to make one or more future advances to the Obligor under the applicable Related Documents, (b) specifies a maximum amount that can be borrowed at one or more specified times, and (c) does not permit the re-borrowing of any amount previously repaid by the Obligor thereunder; provided that any such Collateral Loan will be a Delayed Drawdown Collateral Loan only to the extent of undrawn commitments and solely until all commitments by the Borrower to make advances on such Collateral Loan to the Obligor under the Related Documents expire or are terminated or are reduced to zero.

“Deliverable” or “Delivered” or “Delivery” means the taking of the following steps:

- (a) subject to clause (b) below, in the case of each Certificated Security (other than a Clearing Corporation Security):
- (i) causing the delivery of such Certificated Security to the Securities Intermediary by registering the same in the name of the Securities Intermediary or its affiliated nominee or by endorsing the same to the Securities Intermediary or by endorsing the same in blank;
- (ii) causing the Securities Intermediary to indicate continuously on its books and records that such Certificated Security is held for the benefit of the Secured Parties; and
- (iii) causing the Securities Intermediary to maintain continuous possession of such Certificated Security;

(b) subject to clause (h) below, in the case of each Uncertificated Security (other than a Clearing Corporation Security):

- (i) causing such Uncertificated Security to be continuously registered on the books of the issuer thereof to the Securities Intermediary (or its nominee); and
- (ii) causing the Securities Intermediary (or its nominee) to continuously indicate on its books and records that such Uncertificated Security is credited to the applicable Covered Account;

(c) in the case of each Clearing Corporation Security:

- (i) causing the relevant Clearing Corporation to credit such Clearing Corporation Security to the securities account of the Securities Intermediary; and
- (ii) causing the Securities Intermediary to continuously indicate on its books and records that such Clearing Corporation Security is credited to the applicable Covered Account;

(d) in the case of each security issued or guaranteed by the United States of America or an agency or instrumentality thereof and that is maintained in book-entry records of a Federal Reserve Bank (“FRB”) (each such security a “Government Security”)

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- (i) causing the creation of a Security Entitlement to such Government Security by the credit of such Government Security to the securities account of the Securities Intermediary at such FRB; and
- (ii) causing the Securities Intermediary to continuously indicate on its books and records that such Government Security is credited to the applicable Covered Account;

(e) in the case of each Security Entitlement not governed by clauses (a) through (d) above:

- (i) causing (x) the underlying Financial Asset to be credited to and continuously maintained in the appropriate Covered Account,
- (y) the Securities Intermediary to receive a Financial Asset from a securities intermediary (as defined in Section 8-102(a)(14) of the UCC) or to acquire the underlying Financial Asset from a securities intermediary, and in either case, accepting it for credit to and continuously maintaining it in the appropriate Covered Account or
- (z) a securities intermediary (as defined in Section 8-102(a)(14) of the UCC) to become obligated under other law, regulation or rule to credit the underlying Financial Asset to the Securities Intermediary’s securities account and causing the Securities Intermediary to make entries on its books and records that such Security Entitlement is credited to one of the Covered Accounts, which shall at all times be securities accounts; and
- (ii) causing the Securities Intermediary to continuously indicate on its books and records that such Security Entitlement (or all rights and property of the Securities Intermediary representing such Security Entitlement) is credited to the applicable Covered Account;

(f) in the case of each Instrument, Cash or Money:

- (i) causing the delivery of such Instrument, Cash or Money to the Securities Intermediary;
- (ii) causing the Securities Intermediary to credit such Cash or Money to a securities account (as defined in Section 8-501(a) of the UCC), which may be a subaccount of the applicable Covered Account, in accordance with Article 9 of the UCC, and to hold such Instrument for the benefit of the Secured Parties, pursuant to agreement by the Securities Intermediary to treat such Instrument, Cash or Money as a Financial Asset; and
- (iii) causing the Securities Intermediary to continuously indicate on its books and records that such Cash or Money so held is credited to the applicable Covered Account and such Instrument is held for the benefit of the Secured Parties;

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(g) with respect to such of the Collateral as constitutes an account or a general intangible or is not otherwise described in the foregoing clauses (a) through (f), causing to be filed with the Secretary of State of the State of Delaware a properly completed UCC financing statement that names the Borrower as debtor and the Collateral Agent as secured party and that describes such Collateral (which financing statement may have been previously filed) or any equivalent filing in any applicable jurisdiction;

(h) in the case of any certificated security or uncertificated security either physically located outside of the United States or issued by a Person organized outside of the United States, that such additional actions shall have been taken as shall be necessary under applicable law or as shall be reasonably requested by the Collateral Agent under applicable law to accord the Collateral Agent rights substantially equivalent to those accorded to a secured party under the UCC that has possession or Control (as defined in the UCC) of such certificated security or uncertificated security; or

(i) in the case of each of clauses (a) through (h) above, such additional or alternative procedures as may hereafter become appropriate to perfect the security interest granted to the Collateral Agent hereunder in such items of the Collateral, consistent with Applicable Law. In addition, the Servicer on behalf of the Borrower will obtain any and all consents required by the Related Documents relating to any Instruments, accounts or general intangibles for the transfer of ownership and/or pledge hereunder (except to the extent that the requirement for such consent is rendered ineffective under Section 9-406 of the UCC).

“Determination Date” means the last day of each Collection Period.

“Diversity Score” means, as of any day, a single number that indicates collateral concentration in terms of both issuer and industry concentration, calculated as set forth in Schedule 7 hereto, as such Diversity Scores shall be updated at the option of the Administrative Agent if Moody’s publishes revised criteria (x) immediately with the approval of the Borrower (such approval not to be unreasonably withheld) or (y) with 90 days’ prior written notice without the approval of the Borrower.

“Dollar Advances” means an Advance denominated in Dollars.

“Dollar Equivalent” means, as of any date of determination, (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to any amount denominated in a currency other than Dollars, the Dollar equivalent of such amount determined by (1) the Servicer so long as no Event of Default exists either prior to or after giving effect to such conversion or (2) if an Event of Default exists, the Administrative Agent, by reference to (x) for an actual currency exchange, the applicable currency-Dollar spot rate obtained by the Servicer or the Administrative Agent, as applicable, through customary banking channels, including, without limitation, any spot rate published by the Custodian or (y) for all other purposes, the applicable currency-Dollar spot rate that appeared on the Bloomberg screen for such currency at the end of the immediately preceding Business Day.

“Dollars” and “\$” mean lawful money of the United States of America.

“Due Date” means each date on which any payment is due on a Collateral Loan in accordance with its terms.

“EBITDA” means, with respect to any Relevant Test Period and the Obligor of any Collateral Loan, the meaning of the term “Adjusted EBITDA,” the term “EBITDA” or any comparable definition in the Related Documents for such period and Collateral Loan (or, in the case of a Collateral Loan for which the Related Documents have not been executed, as set forth in the relevant marketing materials or financial model in respect of such Collateral Loan) as determined in the good faith discretion of the Servicer, and, in any case that the term “Adjusted EBITDA,” the term “EBITDA” or such comparable definition is not defined in such Related Documents, an amount, for the principal Obligor thereunder and any of its parents or subsidiaries that are obligated as guarantor pursuant to the Related Documents for such Collateral Loan (determined on a consolidated basis without duplication in accordance with GAAP (and also on a pro forma basis as determined in good faith by the Servicer in case of any acquisitions)) equal to earnings from continuing operations for such period plus interest expense, income taxes, depreciation and amortization for such period, other non-cash charges and organization costs, extraordinary, one-time and/or non-recurring losses or charges, any other customary add-backs for similarly situated obligors the Servicer deems to be appropriate and any other item the Servicer and the Administrative Agent mutually deem to be appropriate.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Countries” means any of the member states of the European Union, the United Kingdom, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Collateral Loan” means, as of any date of determination, a Collateral Loan that meets each of the following criteria:

- (i) is a First Lien Loan,
- (ii) a Second Lien Loan or
- (iii) a First Lien Last Out Loan;

(b) if such Collateral Loan is a Class 1 Loan, it is not rated below “Caa1” by Moody’s or below “CCC+” by S&P at the time of acquisition by the Borrower;

(c) if such Collateral Loan is a Class 3 Loan, it is not a Cov-Lite Loan;

(d) except in the case of a Recurring Revenue Loan, as of the date the Borrower acquired such Collateral Loan, the Obligor of such Collateral Loan has a -25-minimum EBITDA of the Dollar Equivalent of \$15,000,000 for the most recently ended quarterly financial period immediately preceding the origination date for which financial statements are available;

(e) it was acquired by the Borrower for a price of not less than 80% of its Principal Balance;

(f) it is not a Defaulted Collateral Loan at the time of acquisition by the Borrower;

(g) it is denominated in a Permitted Currency and does not permit the currency or country in which such Collateral Loan is payable to be changed except to another Permitted Currency;

(h) at the time of acquisition by the Borrower, the relevant Obligor’s principal place of business and/or incorporation, formation or organization and/or headquarters are in an Eligible Country;

(i) the Related Documents for such Collateral Loan are governed by the laws of the United States, Canada, the United Kingdom or a member state of the European Union;

(j) it is not a credit linked note or a single purpose real estate loan;

(k) it does not constitute Margin Stock and is not by its terms convertible into or exchangeable for an equity security at the option of either the Borrower thereof or the holder, and it does not have attached warrants to purchase equity securities;

(l) it has an original term to maturity of not more than eight (8.0) years;

(m) it has been approved by the Administrative Agent in its sole discretion;

(n) the Related Documents for such Collateral Loan permit the pledge to the Collateral Agent by the Borrower;

(o) the Related Documents for such Collateral Loan provide for payments that do not, at the time the obligation is acquired, subject the Borrower to withholding tax or other similar taxes, unless the related Obligor is required to make “gross-up” payments that ensure that the net amount actually received by the Borrower (after payment of all taxes, whether imposed on such Obligor or the Borrower) will equal the full amount that the Borrower would have received had no such taxes been imposed;

(p) it is capable of being sold, assigned or participated to the Borrower, together with any associated security, without any breach of applicable selling restrictions, any contractual provisions or any legal or regulatory requirements and the -26-Borrower does not require any authorizations, consents, approvals or filings (other than such as have been obtained or effected) as a result of or in connection with any such sale, assignment or participation under any Applicable Law;

(q) it is not subject to a tender offer from the related Obligor other than (A) a Permitted Offer or (B) an exchange offer in which a security is exchanged for a security that would otherwise qualify for purchase herein;

(r) it is not a Structured Finance Obligation, a Zero Coupon Obligation or a Synthetic Security;

(s) it is not a corporate rescue loan, PIK Loan (other than a Partial PIK Loan), unsecured senior loan or Mezzanine Obligation;

(t) it is not a project, shipping/aircraft or infrastructure/construction financing;

(u) the relevant Obligor of such Collateral Loan is not a Governmental Authority;

(v) the Obligor of such Collateral Loan is not a commodity trader and producer, oil field services company or other entity highly exposed to commodity price/volume risk;

(w) the Obligor of such Collateral Loan is not operating, domiciled or conducting business in a country subject to Sanctions;

(x) it is not a lease;

(y) it will not cause the Borrower or the pool of assets to be required to be registered as an investment company under the Investment Company Act;

(z) if such Collateral Loan is a Recurring Revenue Loan, such Collateral Loan meets the requirements set forth in the definition of Ongoing Recurring Revenue Loan Eligibility; and

(aa) A-A is not a securitisation for purposes of the Securitisation Regulation; provided that the Administrative Agent may agree in writing to specifically waive any criteria set forth above (other than clauses (m), (n), (p), (w) and (y)) with respect to any single Collateral Loan, including any waiver of any requirement for a Recurring Revenue Loan contained in the definition thereof (if being understood that the Administrative Agent is not required to provide any such waiver under any circumstances), and upon such waiver, such waived criteria will not constitute criteria for such Collateral Loan to qualify as an “Eligible Collateral Loan.”

“Eligible Country” means (a) the United States, (b) Canada, (c) the United Kingdom or (d) OECD countries with a country ceiling for foreign currency bonds of at least “Aa2” by Moody’s and a foreign currency issuer credit rating of at least “AA+” by S&P.

“Eligible Investments” means any investment in an Available Currency that, at the time it is Delivered, is Cash or one or more of the following obligations or securities:

- (a) direct interest bearing obligations of, and interest bearing obligations guaranteed as to timely payment of principal and interest by, the United States or any agency or instrumentality of the United States, the obligations of which are backed by the full faith and credit of the United States;
- (b) demand or time deposits in, certificates of deposit of, bank deposit products, demand notes of, or bankers’ acceptances issued by any depository institution or trust company organized under the laws of the United States or any State thereof (including any federal or state branch or agency of a foreign depository institution or trust company) and subject to supervision and examination by federal and/or state banking authorities (including, if applicable, the Collateral Agent, the Custodian or the Administrative Agent or any agent thereof acting in its commercial capacity);

provided that the short-term unsecured debt obligations of such depository institution or trust company at the time of such investment, or contractual commitment providing for such investment, are rated at least “A-1” by S&P and “P-1” by Moody’s;

(c) commercial paper that (i) is payable in an Available Currency and (ii) is rated at least “A-1” by S&P and “P-1” by Moody’s;

(d) units of money market funds having a rating of the Highest Required Investment Category from each of S&P and Moody’s.

No Eligible Investment shall have an “A”, “A-”, “A++”, “A+-”, “A+", “A-", “A++”, “A+-

Document described as the EU Bail-In Regulation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time. **Due Diligence Requirements** means the due diligence and verification requirements applicable to EU Institutional Investors under Article 5 of the Securitisation Regulation (together with any delegated regulations, applicable guidance, regulatory technical standards, or implementing technical standards made thereunder) in respect of securitization positions, as in effect and/or amended or supplemented from time to time. **EU Institutional Investor** has the meaning given to **institutional investor** under the Securitisation Regulation. **EU Risk Retention Requirement** means Article 6 of the Securitisation Regulation (together with any delegated regulations, applicable guidance, regulatory technical standards, or implementing technical standards made thereunder). **EUR Collection Account** means the single, segregated account with respect to Collections in Euros at the Securities Intermediary in the name of the Borrower subject to the lien of the Collateral Agent for the benefit of the Secured Parties. **EURIBOR** means, for any date of determination, with respect to any Euro Advance (or portion thereof), the rate per annum (carried out to the fifth decimal place) equal to the rate determined by the Administrative Agent to be the offered rate that appears on the page of the Reuters Screen that displays an average European Money Markets Institute Settlement Rate (such page currently being EURIBOR01) (or any applicable successor or substitute page providing rate quotations comparable to those currently provided on such page of such service) (the **EURIBOR Screen Rate**) at approximately 11:00 a.m. (Brussels time) two (2) Business Days prior to the beginning of such Interest Accrual Period for deposits in Euros with a term equivalent to the Interest Accrual Period; provided that if such rate is not available at such time for any reason, then **EURIBOR** with respect to such Euro Advance shall be the Interpolated Rate; provided, further, that in the event that the rate as so determined above shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. **EURIBOR** shall always be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. **Euro Advance** means an Advance denominated in Euros. **Euros** or **€**, means the lawful currency of the EEA Member Countries that have adopted and retain the single currency in accordance with the treaty establishing the European Community, as amended from time to time. **EU Transparency Reporting Side Letter Agreement** means any side letter agreement between the Borrower and the U.S. Bank Trust Company, National Association, in its capacity as reporting agent, that identifies itself as an EU Transparency Reporting Side Letter Agreement (or equivalent or similar name) thereunder. **EU Transparency Requirements** means Article 7 of the Securitisation Regulation (together with any delegated regulations, applicable guidance, regulatory technical standards, or implementing technical standards made thereunder). **Event of Default** means the occurrence of any of the events, acts or circumstances set forth in Section 6.01-30. **Excess Concentration Amount** means, as of any date of determination on which any one or more of the Concentration Limitations are exceeded, an amount (calculated by the Servicer and without duplication) equal to the Dollar Equivalent of the portion of the Adjusted Principal Balance of each Eligible Collateral Loan that causes such Concentration Limitation to be exceeded. **Excess Interest Proceeds** means, at any time of determination, the excess of (1) amounts then on deposit in the Interest Collection Subaccount representing Interest Proceeds over (2) the projected amount required to be paid pursuant to Section 9.01(a)(i)(A), (B), (C) and (D), on the next Payment Date, any prepayment date or the Final Maturity Date, as applicable, in each case, as determined by the Borrower in good faith and in a commercially reasonable manner. **Exchange Act** means the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder, all as from time to time in effect, or any successor law, rules or regulations, and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision. **Excluded Affiliate** means any portfolio company of (x) the Servicer, (y) the Equityholder or (z) any Affiliate thereof, as applicable, that is not consolidated on the financial statements of the Servicer or the Equityholder, as applicable. **Excluded Amounts** means (a) any amount received in the Collection Account with respect to any Collateral Loan included as part of the Collateral, which amount is attributable to the payment of any Taxes, fees or other charges imposed by any Governmental Authority on such Collateral Loan or on any underlying asset securing such Collateral Loan and (b) any amount received in the Collection Account (or other applicable account) representing (i) any amount representing a reimbursement of insurance premiums, (ii) any escrows relating to Taxes, insurance and other amounts in connection with Collateral Loans which are held in an escrow account for the benefit of the Obligor and the applicable secured party pursuant to escrow arrangements under a Related Document, (iii) any amount received in the Collection Account with respect to any Collateral Loan sold or transferred by the Borrower pursuant to Section 10.01 to the extent such amount is attributable to a time after the effective date of such sale, (iv) any interest accruing on a Collateral Loan prior to the related purchase date that was not purchased by the Borrower and is for the account of the Person from whom the Borrower purchased such Collateral Loan, and (v) any amounts deposited into the Collection Account manifestly in error. **Excluded Principal Distributions** means Permitted Distributions of Principal Proceeds designated as **Excluded Principal Distributions** by mutual agreement of the Servicer and Administrative Agent. **Excluded Taxes** means any of the following Taxes imposed on or with respect to a Secured Party or required to be withheld or deducted from a payment to a Secured Party: (a) Taxes imposed on or measured by a Secured Party's net income (however denominated), franchise Taxes imposed on a Secured Party, and branch profits Taxes imposed on a Secured-31 Party, in each case, (i) by the jurisdiction (or its political subdivision thereof) under the laws of which such Secured Party is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) that are Other Connection Taxes, (b) in the case of any Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in an Advance pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Advance (other than pursuant to an assignment request by the Borrower under Section 13.03(h)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 13.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Secured Party's failure to comply with Section 13.03(g), and (d) Taxes imposed under FATCA. **Expedited Notice of Borrowing** has the meaning assigned to such term in Section 2.03(d). **Extension Request** means a written request by the Borrower substantially in the form of Exhibit G to extend the Facility Termination Date for an additional period of not greater than one year. **Facility Amount** means (a) on or prior to the Facility Termination Date, an amount equal to the Maximum Facility Amount (as such amount may be reduced from time to time pursuant to Section 2.07) and (b) following the Facility Termination Date, the outstanding principal balance of all of the Advances. **Facility Documents** means this Agreement, the Notes, the Account Control Agreement, the Collateral Agent Fee Letter, the Custodian Agreement, the Lender Fee Letter, the Administrative Agent Fee Letter, the Loan Sale Agreement and any other security agreements and other instruments entered into or delivered by or on behalf of the Borrower pursuant to Section 5.01(c) to create, perfect or otherwise evidence the Collateral Agent's security interest in the Collateral. **Facility Reduction Fee** has the meaning assigned to such term in the Lender Fee Letter. **Facility Termination Date** means the last day of the Reinvestment Period (as and to the extent extended in accordance with Section 2.16). **FATCA** means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code. **Federal Funds Rate** means, for any period, the greater of (a) 0% and (b) a fluctuating interest rate per annum equal for each day during such period to the weighted-32-average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it; provided that, if at any time a Lender is borrowing overnight funds from a Federal Reserve Bank that day, the Federal Funds Rate for such Lender for such day shall be the average rate per annum at which such overnight borrowings are made on that day as promptly reported by such Lender to the Borrower and the Agents in writing. Each determination of the Federal Funds Rate by a Lender pursuant to the foregoing proviso shall be conclusive and binding except in the case of manifest error. **Federal Reserve Board** means the Board of Governors of the Federal Reserve System of the United States of America. **Fee Basis Amount** means, for any Payment Date, an amount equal to the Aggregate Principal Balance. **Final Maturity Date** means the earlier to occur of (i) the Business Day 24 months after the Facility Termination Date and (ii) the date on which the Final Maturity Date is declared pursuant to Section 6.01. **Financial Asset** has the meaning specified in Section 8-102(a)(9) of the UCC. **Financial Stability Board** means the Financial Stability Board established after the G20 London summit in April 2009 as a successor to the Financial Stability Forum. **FinDox** means FinDox, Inc. **First Lien First Out Loan** means one or more tranches of First Lien Loans issued by an Obligor under the same Related Documents as a First Lien Last Out Loan that at any time prior to and/or after an event of default under the Related Documents, will be paid in full in accordance with a specified waterfall or other priority of payments as specified in the Related Documents, an agreement among lenders or other applicable agreement before such First Lien Last Out Loan is paid. **First Lien Last Out Loan** means a Collateral Loan that would be a First Lien Loan but for the fact that at any time prior to and/or after an event of default under the Related Documents, such Collateral Loan will be paid after any First Lien First Out Loan issued by the Obligor has been paid in full in accordance with a specified waterfall or other priority of payments as specified in the Related Documents, an agreement among lenders or other applicable agreement or the Obligor has a Working Capital Revolver that is at any time prior to and/or after an event of default, senior to such Collateral Loan in payment priority or in lien priority with respect to all collateral securing such Collateral Loan; provided that (x) if the First Out Leverage of such Collateral Loan that is a Class 3 Loan is less than 0.50:1.00 or (y) if the First Out Leverage of such Collateral Loan that is a Class 1 Loan, a Class 2A Loan or Class 2B Loan is less than 0.75:1.00, in each case as determined by the Servicer in accordance with the Servicing Standard, then such Collateral Loan will constitute a First Lien Loan; provided, further, that the Administrative Agent shall have discretion to increase the First Out Leverage thresholds set forth in the proviso above in designating a Collateral Loan as a First Lien Loan. **First Lien Loan** means any Collateral Loan (for purposes of this definition, a **loan**) that meets the following criteria: (a) is not (and is not expressly permitted by its terms to become) subordinate to any obligation of the relevant Obligor in any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings (other than pursuant to a Permitted Lien, a Permitted Working Capital Lien and customary waterfall provisions contained in the applicable loan agreement or indenture); (b) is secured by a pledge of collateral, which security interest is (i) validly perfected and first priority under Applicable Law (subject to liens permitted under the applicable credit agreement that are reasonable for similar Collateral Loans, Permitted Working Capital Liens and liens accorded priority by law in favor of any Governmental Authority) or (ii) (1) validly perfected and second priority in the accounts, documents, instruments, chattel paper, letter-of-credit rights, supporting obligations, deposit accounts, investments accounts (as such terms are defined in the UCC) and any other assets securing any Working Capital Revolver under Applicable Law and proceeds of any of the foregoing (a first priority lien on such assets, a **Permitted Working Capital Lien**) and (2) validly perfected and first priority (subject to liens permitted under the applicable credit agreement that are reasonable for similar Collateral Loans and liens accorded priority by law in favor of any Governmental Authority) in all other collateral under Applicable Law; (c) the Servicer determines in good faith that the value of the collateral for such Collateral Loan (including based on enterprise value) on or about the time of acquisition equals or exceeds the outstanding principal balance of the Collateral Loan plus the aggregate outstanding balances of all other Collateral Loans of equal or higher seniority secured by a first priority Lien over the same collateral; and (d) for which the Obligor of such loan and its Affiliates has been designated on the date such Collateral Loan was acquired by the Borrower as a **First Lien Loan** by the Administrative Agent. **First Lien Senior Leverage Cap** means, with respect to any Collateral Loan, if such Collateral Loan is (a) a Class 1 Loan, a Senior Net Leverage Ratio of 6.50:1.00, (b) a Class 2A Loan, a Senior Net Leverage Ratio of 6.50:1.00, (c) a Class 2B Loan, a Senior Net Leverage Ratio of 6.25:1.00 or (d) a Class 3 Loan, a Senior Net Leverage Ratio of 5.50:1.00; provided, that the First Lien Senior Leverage Cap for any Cap Adjusted Loan shall be, if such Cap Adjusted Loan is (a) a Class 1 Loan, a Senior Net Leverage Ratio of 7.50:1.00, (b) a Class 2A Loan, Senior Net Leverage Ratio of 7.75:1.00, (c) a Class 2B Loan, a Senior Net Leverage Ratio of 7.50:1.00 or (d) a Class 3 Loan, a Senior Net Leverage Ratio of 6.50:1.00. **First Lien Senior Leverage Cut-Off** means, with respect to any Collateral Loan, if such Collateral Loan is (a) a Class 1 Loan, a Senior Net Leverage Ratio of 5.50:1.00, (b) a Class 2A Loan, a Senior Net Leverage Ratio of 5.50:1.00, (c) a Class 2B Loan, a Senior Net Leverage Ratio of 5.25:1.00 or (d) a Class 3 Loan, a Senior Net Leverage Ratio of 4.50:1.00. **First Out Leverage** means the ratio of (x) the sum of first out indebtedness and Working Capital Revolver capacity that is secured by a Permitted Working Capital Lien to (y) EBITDA. **Fixed Rate Loan** means any Collateral Loan that bears a fixed rate of interest. **Floor** means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Applicable Index. **Foreign Lender** means a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for tax purposes. **FRB** has the meaning specified in the definition of Deliver. **Fundamental Amendment** means, with respect to each Lender, any amendment, modification, waiver or supplement of or to this Agreement or any Facility Document that would (a) increase or extend the term of the Individual Lender Maximum Funding Amounts or change the Final Maturity Date (other than an increase of the Individual Lender Maximum Funding Amount of a particular Lender or the addition of a new Lender agreed to by the relevant Lender), (b) extend the date fixed for the payment of principal or interest on any Advance or any fee hereunder, (c) reduce the amount of any such payment of principal, (d) reduce

or (iii); and (B) has (i) prior experience as an independent director for a Person whose charter documents required the consent of the independent director thereof before such Person could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (ii) at least three years of employment experience with one or more entities that provide, in the 36-ordinary course of their respective businesses, advisory, management or placement services to issuers of securitization or structured finance instruments, agreements or securities.

Individual Lender Maximum Funding Amount means, as to each Lender on any date of determination, the maximum amount of Advances to the Borrower that may be lent by such Lender pursuant to Section 2.01 in an aggregate principal amount at any one time outstanding for such Lender up to but not exceeding the amount applicable to such Lender on such date of determination as specified on Schedule 1 or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Individual Lender Maximum Funding Amount, as applicable, as such amount may be reduced from time to time pursuant to Section 2.07 or increased or reduced from time to time pursuant to assignments effected in accordance with Section 13.06(a).

Ineligible Collateral Loan means, at any time, a Collateral Loan or any portion thereof, that fails to satisfy any criteria of the definition of Eligible Collateral Loan as of the date when such criteria are applicable (other than any criteria that has been waived pursuant to the definition thereof); it being understood that such criteria in the definition of Eligible Collateral Loan that is specified to be applicable only as of the date of acquisition of such Collateral Loan shall not be applicable after the date of acquisition of such Collateral Loan.

Initial AUP Report Date has the meaning assigned to such term in Section 8.09(a).

Insolvency Event means, with respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under the Bankruptcy Code or any other applicable insolvency law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequesteror or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days; or (b) the commencement by such Person of a voluntary case under the Bankruptcy Code or any other applicable insolvency law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequesteror or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

Instrument has the meaning specified in Section 9.102(a)(47) of the UCC.

Interest means, for each Interest Accrual Period (or any other period), the sum of the products (for each day elapsed during such Interest Accrual Period or other period) of: 37-where: IR is the Interest Rate applicable for such day; PA is the principal amount of the Advances outstanding on such day; and DA is 360(x) with respect to Advances other than CAD Advances and GBP Advances, 360 days and (y) with respect to CAD Advances and GBP Advances, 365 days.

Interest Accrual Period means (a) with respect to the first Payment Date, the period from and including the Closing Date to and including day before the first Business Day of the calendar month in which such Payment Date occurs and (b) with respect to any subsequent Payment Date, the period from and including the first Business Day of the calendar month in which the preceding Payment Date occurred and ending on the day before the first Business Day of the calendar month in which such Payment Date occurs; provided that the final Interest Accrual Period hereunder shall end on and include the day prior to the payment in full of the Advances hereunder.

Interest Collection Subaccount has the meaning assigned to such term in Section 8.02(a)(ii).

Interest Coverage Ratio means, on any Determination Date, the percentage equal to: (a) (i) an amount equal to the sum of (x) the Collateral Interest Amount at such time and (y) the Collateral Interest Amounts for the immediately preceding two Collection Periods minus (ii) the sum of (x) the amount payable on the immediately preceding two Payment Dates pursuant to Sections 9.01(a)(i)(A) and (B) and (y) the amount payable on the Payment Date immediately following such date of determination pursuant to Sections 9.01(a)(i)(A) and (B); divided by (b) the sum of (x) the amount payable on the immediately preceding two Payment Dates pursuant to Section 9.01(a)(i)(C) and (y) the amount payable on the Payment Date immediately following such date of determination pursuant to Section 9.01(a)(i)(C).

Interest Coverage Ratio Test means a test that is satisfied at any time if the Interest Coverage Ratio is greater than or equal to 150%.

Interest Proceeds means, with respect to any Collection Period or the related Determination Date, without duplication, the sum of: (a) all payments of interest and other income received in cash by the Borrower during such Collection Period on the Collateral Loans (including interest purchased with Principal Proceeds, interest and other income received in cash on Ineligible Collateral Loans and the accrued interest received in cash in connection with a sale of any such Collateral Loan during such Collection Period); 38-(b) all principal and interest payments received by the Borrower during such Collection Period on Eligible Investments purchased with Interest Proceeds and all interest payments received by the Borrower during such Collection Period on Eligible Investments purchased with amounts credited to the Revolving Reserve Account; (c) all amendment and waiver fees, late payment fees (including compensation for delayed settlement or trades), and all protection fees and other fees and commissions received by the Borrower during such Collection Period unless the Servicer has determined in its sole discretion that such payments are to be treated as Principal Proceeds; and (d) commitment fees, facility fees, anniversary fees, ticking fees and other similar fees received by the Borrower during such Collection Period unless the Servicer has determined in its sole discretion that such payments are to be treated as Principal Proceeds; provided that: (a) as to any Defaulted Collateral Loan (and only so long as it remains a Defaulted Collateral Loan), any amounts received in respect thereof will constitute Principal Proceeds (and not Interest Proceeds) until the aggregate of all Collections in respect thereof since it became a Defaulted Collateral Loan equals the Principal Balance of such Defaulted Collateral Loan at the time as of which it became a Defaulted Collateral Loan and all amounts received in excess thereof will constitute Interest Proceeds; and (b) any amounts received in respect of any Equity Security that was received in exchange for a Defaulted Collateral Loan will constitute Principal Proceeds (and not Interest Proceeds) until the aggregate of all collections in respect of such Equity Security equals the outstanding Principal Balance of the related Collateral Loan, at the time it became a Defaulted Collateral Loan, for which such Equity Security was received in exchange.

Interest Rate means, as of any date of determination, an interest rate per annum equal to the Benchmark (or the Base Rate, if applicable) plus the Applicable Margin.

Interpolated Rate means, at any time, with respect to any Euro Advance and for any Interest Accrual Period, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the EURIBOR Screen Rate for the longest period (for which the EURIBOR Screen Rate is available) that is shorter than the Interest Accrual Period and (b) the EURIBOR Screen Rate for the shortest period (for which the EURIBOR Screen Rate is available) that exceeds the Interest Accrual Period, in each case, at approximately 11:00 a.m. (Brussels time) two Business Days prior to the commencement of such Interest Accrual Period.

Investment Company Act means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

Investor Report means the ongoing quarterly investor reports required pursuant to and in accordance with Article 7(1)(e) of the Securitisation Regulation.

Law means any action, code, consent decree, constitution, decree, directive, enactment, finding, guideline, law, injunction, interpretation, judgment, order, ordinance, policy statement, proclamation, promulgation, regulation, requirement, rule, rule of law, treaty, rule of public policy, settlement agreement, statute, or writ, of any Governmental Authority, or any particular section, part or provision thereof.

Lender means each Person listed on Schedule 1 and any other Person that shall have become a party hereto in accordance with the terms hereof pursuant to an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance.

Lender Fee Letter means that certain fee letter, dated as of the Closing Date, by and among the Lenders, the Borrower and the Servicer, as amended or supplemented from time to time, and any other fee letter between a Lender, the Borrower and the Servicer that identifies itself as a Lender Fee Letter hereunder.

Liabilities means all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable and documented out-of-pocket fees and expenses of agents, experts and outside attorneys) and disbursements of any kind or nature whatsoever.

Lien means a mortgage, pledge, hypothecation, assignment, encumbrance, lien or security interest (statutory or other), or preference, priority or other security agreement, charge or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing authorized by the Borrower of any financing statement under the UCC or comparable law of any jurisdiction).

Lien Release Dividend has the meaning assigned to that term in Section 10.01(f).

Lien Release Dividend Date means the date specified by the Borrower, which date may be any Business Day, provided written notice is given in accordance with Section 10.01(f).

Listed Collateral Loan means, at any time, a Class 1 Loan for which three or more bids are quoted and available from a Pricing Source, subject in each case to the proviso in the definition of Listed Value.

Listed Value means, for any Listed Collateral Loan at any time, the bid price for such Collateral Loan most recently quoted by a Pricing Source; provided that, if the Servicer 40-reasonably believes that the price quoted by any such source is based on less than three bona fide bids, then at the Servicer's election, upon notice thereof from the Servicer to the Administrative Agent, such Collateral Loan will not be considered a Listed Collateral Loan and the Loan Value of such Collateral Loan will be determined in accordance with clause (b)(ii) of the definition of Loan Value.

LLC Agreement means the Amended and Restated Limited Liability Company Agreement of the Borrower (as amended, restated, amended and restated, or otherwise modified).

Loan Class means a Class 1 Loan, a Class 2A Loan, Class 2B Loan or a Class 3 Loan, as applicable.

Loan Sale Agreement means that certain Purchase and Sale Agreement, dated as of the Closing Date, by and between the Equityholder and the Borrower, as the same may be amended, restated, supplemented or otherwise modified from time to time.

Loan Type means a First Lien Loan, a First Lien Last Out Loan or a Second Lien Loan, as applicable.

Loan Value means, with respect to each Collateral Loan, as of any date of determination and expressed as a percentage of the Principal Balance of such Collateral Loan, a percentage equal to: (a) if a Revaluation Event has not occurred with respect to such Collateral Loan, the purchase price of such Collateral Loan (excluding any original issue discount of 4% or less); (b) if a Revaluation Event has occurred with respect to such Collateral Loan and such Collateral Loan is not a Defaulted Collateral Loan: (i) if such Collateral Loan is a Listed Collateral Loan as of such date, the lesser of (x) the Listed Value of such Collateral Loan as at such date and (y) the purchase price of such Collateral Loan; and (ii) if such Collateral Loan is not a Listed Collateral Loan as of such date (A) and the Servicer provides three bona fide bids that are acceptable to the Administrative Agent (in its sole discretion), the average of such bona fide bids; otherwise (B) the fair market value of such Collateral Loan as determined by the Administrative Agent in its sole discretion; and (c) if a Revaluation Event has occurred with respect to such Collateral Loan and such Collateral Loan is a Defaulted Collateral Loan, the fair market value of such Collateral Loan as determined by the Administrative Agent in its sole discretion. If the Borrower disagrees with the Loan Value assigned by the Administrative Agent to a Collateral Loan pursuant to clauses (b)(ii) or (c) above (an Agent Valuation), then the Borrower may at its own expense and within sixty (60) days from the date on which the 41-Administrative Agent assigned the Agent Valuation (the Dispute Period) obtain an Appraisal (the New Valuation) from an Approved Valuation Firm or a valuation firm selected by the Borrower with the consent of the Administrative Agent (such process, a Valuation Agent Dispute). Such Appraisal must be no older than 30 days to be a valid New Valuation. If a New Valuation is obtained during the Dispute Period, then the New Valuation shall be treated as the amended Loan Value, otherwise the Agent Valuation shall be treated as the amended Loan Value. During the Dispute Period, the Loan Value shall be the Agent Valuation. The Administrative Agent may, in its sole discretion, further amend the Loan Value in respect of such Collateral Loan on any subsequent date, subject to the valuation procedures and dispute mechanics set forth above, and such further determination shall constitute the Loan Value; provided, that (x) to the extent the New Valuation is treated as the amended Loan Value, such New Valuation shall be the Loan Value for at least 90 days after such New Valuation becomes effective as the amended Loan Value and (y) the Administrative Agent may only amend such Loan Value during such 90 day period (i) if the Administrative Agent or the Servicer obtains knowledge of additional adverse information relevant to such Collateral Loan or Obligor or following the occurrence of a subsequent Revaluation Event; or (ii) in the case of a Class 1 Loan, if the Listed Value has declined by the lower of 10% or 7.5 points from the prior valuation. For the avoidance of doubt, the Borrower may at any time resubmit a New Valuation for any Collateral Loan for approval by the Administrative Agent.

Lookback Period means five RFR Banking Days.

Margin Stock has the meaning assigned to such term in Regulation U.

Material Adverse Effect means a material adverse effect on (a) the business, assets, financial condition or operations of the Borrower or the Servicer either individually or taken as a whole, (b) the validity or enforceability of this Agreement, the LLC Agreement or any other Facility Document or the validity, enforceability or collectability of the Collateral Loans or the Related Documents generally or any material portion of the Collateral Loans or the Related Documents, (c) the rights and remedies of the Administrative Agent, the Lenders and the other Secured Parties with respect to matters arising under this Agreement or any other Facility Document, (d) the ability of each of the Borrower or the Servicer to perform its obligations under any Facility Document to which it is a party, or (e) the status, existence, perfection, priority or enforceability of the Collateral Agent's Lien on the Collateral.

Material Default means any event which, with the passage of time, the giving of notice, or both, would (if not cured or otherwise remedied during such time) constitute an Event of Default other than an Event of Default under Sections 6.01(o).

Material Modification means, with respect to any Collateral Loan, any amendment, waiver, consent or modification of, or supplement to or inaction with, a Related Document with respect thereto (it being understood that a release document or similar instrument executed or delivered in connection with a disposition that is otherwise permitted under the applicable Related Documents shall not constitute an amendment or modification to such Related Document) executed or effected after the date on which such Collateral Loan is acquired by the Borrower, that: 42-(a) reduces, defers or forgives any principal amount of such Collateral Loan; (b) reduces or forgives one or more interest payments which reduces the spread or coupon by more than 50 basis points or permits any interest due with respect to such Collateral Loan in cash to be deferred or capitalized and added to the principal amount of such Collateral Loan (other than any deferral or capitalization already expressly permitted by the terms of its Related Documents or pursuant to the application of a pricing grid, in each case, as of the date such Collateral Loan was acquired by the Borrower); (c) extends, delays or waives any date fixed for any scheduled payment (including at maturity) or mandatory prepayment of principal on such Collateral Loan, subject to any grace period agreed to by the Administrative Agent at the time of such modification; provided that a Material Modification shall not be deemed to have occurred pursuant to this clause (c) if (x) the Average Life of such Collateral Loan is increased by not more than the lesser of (i) six months or (ii) 20% from its Average Life on the related date of acquisition of such Collateral Loan by the Borrower and (y) the Senior Net Leverage Ratio of such Collateral Loan is not more than 85% of the maximum established in the Senior Net Leverage Ratio covenant of such Collateral Loan; (d) in the case of a First Lien Last Out Loan or a First Lien Loan, contractually or structurally subordinates such Collateral Loan by operation of a priority of payments, turnover provisions or the transfer of assets in order to limit recourse to the related Obligor (other than as permitted by the terms of the Related Documents on the date such Collateral Loan was acquired); (e) substitutes, alters, releases or terminates any material portion of the underlying assets securing such Collateral Loan (other than as expressly permitted by the Related Documents as of the date such Collateral Loan was acquired by the Borrower) or releases any material guarantor or co-Obligor from its obligations with respect thereto, and each such substitution, alteration, release or termination materially and adversely affects the value of such Collateral Loan (as determined in the commercially reasonable discretion of the Administrative Agent); (f) modifies any term or provision of the Related Documents of such Collateral Loan that materially impacts in a manner adverse to the lenders the calculation of any financial covenant, the definition of Permitted Liens (or any analogous definition), or the determination of any default or event of default with respect to the related Collateral Loan; (g) results in change of currency of the Collateral Loan; or (h) any other modification not set forth in clauses (a) through (g) above which, in the reasonable discretion of the Administrative Agent after consultation with the Borrower, is material and adverse to the value of such Collateral Loan.

Maximum Available Amount means, on any date of determination, an amount equal to the lesser of: (a) the Maximum Facility Amount at such time; and (b) the Borrowing Base (calculated after giving effect to the deposit or investment of such borrowed funds on the borrowing date).

Maximum Facility Amount means \$600,000,000 (as such amount may be reduced pursuant to Section 2.07); provided that it is understood that the loan facility established under this Agreement is an uncommitted facility and there is no express or implied commitment on the part of the Administrative Agent or any Lender to provide any Advance except that, in the case of Collateral Loans approved by means of an Approval Request or Approved List, the Lenders shall have committed to fund the related Advances (up to the amount(s) specified in the related Approval Request or Approved List), provided that the related conditions precedent set forth in Article III are satisfied with respect to such Advances on the applicable Borrowing Date.

Maximum Portfolio Amount means, as of any date of determination, the sum of: (i) the Maximum Facility Amount as of such date and (ii) the aggregate amount of all contributions by the Equityholder to the Borrower (other than contributions made to cure a Default or an Event of Default) less any principal distributions that constitute a return of capital to the Equityholder other than Excluded Principal Distributions.

Maximum Weighted Average Life Test means a test that will be satisfied on any date of determination if the Weighted Average Life of the Collateral Loans as of such date is less than or equal to seven (7.0) years.

Measurement Date means (a) the

Closing Date, (b) each Borrowing Date, (c) each Payment Date Report Determination Date and (d) each other date reasonably requested by the Administrative Agent. **Mezzanine Obligations** means unsecured obligations that are contractually subordinated in right of payment to other debt of the same issuer. **Minimum Equity Amount** means, at any time, the product of (a) 10% and (b) the Maximum Facility Amount. **Minimum OC Coverage Test** means, as of any date, a test that is satisfied if the OC Ratio as of such date is equal to or greater than 1.00:1.00. **Money** has the meaning specified in Section 1-201(24) of the UCC. **Moody** means Moody's Investors Service, Inc., together with its successors. **MS Competitor** has the meaning assigned to such term in the Lender Fee Letter. **Multiemployer Plan** means a **multiemployer plan** within the meaning of Section 4001(a)(3) of ERISA that is sponsored by the Borrower or a member of its ERISA -44 Group or to which the Borrower or a member of its ERISA Group is obligated to make contributions or has any liability. **Net-Debt-to-Recurring-Revenue Ratio** means, with respect to any Collateral Loan for any period, the meaning of **Net-Debt-to-Recurring-Revenue Ratio** or any comparable term defined in the Related Documents for such Collateral Loan, and in any case that **Net-Debt-to-Recurring-Revenue Ratio** or such comparable term is not defined in such Related Documents, the ratio of (a) indebtedness of the related Obligor under such Collateral Loan and all other indebtedness of such Obligor that is senior or pari passu in right of payment to such Collateral Loan minus Unrestricted Cash and cash equivalents to (b) TTM Recurring Revenue, as calculated by the Servicer in good faith in accordance with the Servicing Standard using information from and calculations consistent with the relevant compliance statements and financial reporting packages provided by the relevant Obligor as per the requirements of the Related Documents; provided that, in the event of a lack of any such information necessary to calculate the Net-Debt-to-Recurring-Revenue Ratio for any Collateral Loan, the Net-Debt-to-Recurring-Revenue Ratio for such Collateral Loan shall be a ratio calculated by the Administrative Agent in its sole discretion after consultation with the Servicer or, if agreed to by the Administrative Agent, by the Servicer in good faith in accordance with the Servicing Standard. **Non-Approval Event** has the meaning assigned to such term in the Lender Fee Letter. **Non-Dollar Sublimit** means 20% of the Maximum Facility Amount. **Note** means each promissory note, if any, issued by the Borrower to a Lender in accordance with the provisions of Section 2.04(b), substantially in the form of Exhibit A. **Notice of Borrowing** has the meaning assigned to such term in Section 2.03(a). **Notice of Prepayment** has the meaning assigned to such term in Section 2.06(a). **NYFRB** means the Federal Reserve Bank of New York. **Obligations** means all indebtedness, whether absolute, fixed or contingent, at any time or from time to time owing by the Borrower to any Secured Party or any Affected Person under or in connection with this Agreement, the Notes or any other Facility Document, including all amounts payable by the Borrower in respect of the Advances, with interest thereon, and all other amounts payable hereunder or thereunder by the Borrower. **Obligor** means, in respect of any loan, each Person obligated to pay Collections in respect of such loan, including any applicable guarantors; provided that for purposes of determining the domicile of an Obligor for purposes of the definitions of Concentration Limitations and Eligible Collateral Loan, the term **Obligor** shall only include the Person in respect of which the Collateral Loan was principally underwritten. **Obligor Measurement Date** means the last day of each relevant period for which an Obligor delivers financial reporting information that includes the calculation of financial covenants, as certified by a Responsible Officer of such Obligor (which is required to occur no less frequently than quarterly). **OC Ratio** means, as of any Business Day, the ratio of (a) the Borrowing Base to (b) the sum of (x) the Dollar Equivalent of the aggregate outstanding principal balance of the Advances and (y) the Dollar Equivalent of the aggregate purchase price of all Collateral Loans for which the Borrower has entered into a binding commitment to purchase that have not yet settled. **OC Rat** means, on any Business Day, a failure of the Minimum OC Coverage Test. **OC Ratio Posting Payment** has the meaning assigned to such term in Section 6.02(a). **OECDA** means the Organisation for Economic Co-Operation and Development. **OFC** means the U.S. Office of Foreign Assets Control. **Ongoing Recurring Revenue Loan Eligibility** means a Collateral Loan that satisfies the definition of Recurring Revenue Loan and has a Net-Debt-to-Recurring-Revenue Ratio of 3.00x or less as of the most recent Obligor Measurement Date. **Optional Sale** has the meaning assigned to such term in Section 10.01(e). **Optional Sale Date** means any Business Day, provided 45 days prior written notice is given in accordance with Section 10.01(e). **Other Connection Taxes** means, in the case of any Secured Party, any Taxes imposed as a result of a present or former connection between such Secured Party and the jurisdiction imposing such Tax (other than connections arising from such Secured Party having executed, delivered, become a party to, performed obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced this Agreement, the Notes or any other Facility Document). **Other Taxes** means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to any Facility Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 13.03(h)). **Partial PIK Loan** means a Collateral Loan that requires the Obligor to pay only a portion of the accrued and unpaid interest in Cash on a current basis, the remainder of which is or can be deferred and paid later; provided that (x) the portion of such interest required to be -46-paid in Cash pursuant to the terms of the applicable Related Documents carries a current Cash pay interest rate paid at a fixed rate of not less than 4.50% per annum, and (y) the terms of the applicable Related Documents do not permit the amount of current Cash pay interest to be less than 25% of the ordinary specified interest at any time. **Participant** means any bank or other Person to whom a participation is sold as permitted by Section 13.06(c). **Participant Register** has the meaning assigned to such term in Section 13.06(c)(ii). **PATRIOT Act** has the meaning assigned to such term in Section 13.15. **Payment Account** has the meaning assigned to such term in Section 8.03. **Payment Date** means the 17th day of each month, commencing with February 2021; provided that, if any such day is not a Business Day, then such Payment Date shall be the next succeeding Business Day. **Payment Date Report** has the meaning assigned to such term in Section 8.07(b). **Payment Date Report Determination Date** has the meaning assigned to such term in Section 8.07(b). **PBGCA** means the Pension Benefit Guaranty Corporation, or any successor agency or entity performing substantially the same functions. **Percentage** means with respect to any Lender as of any date of determination, (a) with respect to each Lender party hereto and listed on Schedule 1, the percentage applicable to such Lender on such date of determination as specified on Schedule 1, as such amount is reduced by any Assignment and Acceptance entered into by such Lender with an assignee or increased by any Assignment and Acceptance entered into by such Lender with an assignor, and (b) with respect to each Lender that has become a party hereto pursuant to an Assignment and Acceptance and not listed on Schedule 1, the percentage set forth therein as such Lender's Percentage, in each case as such amount is reduced by an Assignment and Acceptance entered into between such Lender and an assignee or increased by any Assignment and Acceptance entered into by such Lender with an assignor. **Periodic Term SOFR Determination Day** has the meaning assigned to such term in the definition of **Term SOFR**. **Permitted Assignee** means (a) a Lender or any of its Affiliates or (b) any Person managed by a Lender or any of its Affiliates. **Permitted Currencies** means Pounds Sterling, Euro, Canadian Dollars, Dollars and any other currency agreed to in writing by the Administrative Agent and each Lender (and available to the Collateral Agent); provided that any currency other than Pounds Sterling, Euro, Canadian Dollars or Dollars is subject to the establishment by the Borrower at the Custodian of -47-one or more Collection Accounts and Collateral Accounts into which such Collateral Agent may deposit Collateral or cash, as applicable, that is denominated in such other currency and that is subject to the Lien of the Collateral Agent under the Account Control Agreement. **Permitted Distribution** means, on any Business Day, distributions of (x) Interest Proceeds so long as immediately after giving effect to such Permitted Distribution, sufficient Interest Proceeds remain to pay all amounts payable on the immediately following Payment Date pursuant to Section 9.01(a)(i) as determined by the Servicer in good faith and/or (y) prior to the last day of the Reinvestment Period, Principal Proceeds; provided that amounts may only be distributed pursuant to this definition so long as (i) no Event of Default has occurred and is continuing (or would occur after giving effect to such Permitted Distribution), (ii) the Minimum OC Coverage Test is satisfied immediately prior to and immediately after giving effect to such Permitted Distribution and (iii) solely with respect to clause (y) above, the OC Ratio as of such date is equal to or greater than (1) if the weighted average Senior Net Leverage Ratio of all Collateral Loans owned by the Borrower as of such date of determination (calculated for each such Collateral Loan as of the most recent Relevant Test Period for such Collateral Loan) is less than 0.5x greater than the weighted average Senior Net Leverage Ratio of all Collateral Loans (calculated for each such Collateral Loan as of the Relevant Test Period that immediately preceded the acquisition of such Collateral Loan by the Borrower) (or if such condition is waived by the Administrative Agent), 1.20:1.00 or (2) otherwise, 1.25:1.00. Notwithstanding the foregoing, nothing in this definition shall limit the right or ability of the Borrower to make a Permitted Tax Distribution. **Permitted Liens** means any of the following: (a) Liens for Taxes if such Taxes shall not at the time be due and payable or if a Person shall currently be contesting the validity thereof in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of such Person; (b) Liens imposed by law, such as materialmen's, warehousemen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens, arising by operation of law in the ordinary course of business for sums that are not overdue or are being contested in good faith; (c) Liens granted pursuant to or by the Facility Documents, (d) judgement Liens not constituting an Event of Default hereunder, (e) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and cash equivalents on deposit in one or more accounts maintained by such Person, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management, operating account arrangements and netting arrangements, (f) with respect to collateral underlying any Collateral Loan, the Lien in favor of the Borrower herein and Liens permitted under the underlying instruments related to such Collateral Loan, (g) as to any agented Collateral Loan, Liens in favor of the agent on behalf of all the lenders to the related obligor, (h) Liens of clearing agencies, broker-dealers and similar Liens incurred in the ordinary course of business, provided that such Liens (x) attach only to the securities (or proceeds) being purchased or sold and (y) secure only obligations incurred in connection with such purchase or sale, and not any obligation in connection with financing and (i) precautionary Liens, and filings of financing statements under the UCC, covering assets sold or contributed to any Person not prohibited hereunder. **Permitted Offer** means a tender offer pursuant to the terms of which the offeror offers to acquire a debt obligation (including a Collateral Loan) in exchange for consideration consisting of (x) Cash in an amount equal to or greater than the full face amount of the debt that rank pari passu or senior to the debt obligation being exchanged which have a face amount equal to or greater than the full face amount of the debt obligation being exchanged and are eligible to be Collateral Loans plus any accrued and unpaid interest in Cash. **Permitted Refinancing** means any refinancing transaction undertaken by the Equityholder, the Borrower or an Affiliate of the Equityholder that is secured, directly or indirectly, by any Collateral Loan currently or formerly included in the Collateral or any portion thereof or any interest therein released from the Lien of this Agreement. **Permitted Securitization** means any private or public term or conduit securitization transaction (a) undertaken by the Equityholder, the Borrower or an Affiliate of the Equityholder, that is secured, directly or indirectly, by any Collateral Loan currently or formerly included in the Collateral or any portion thereof or any interest therein released from the Lien of this Agreement, including, without limitation, any collateralized loan obligation or collateralized debt obligation offering or other asset securitization and (b) in the case of a term securitization, in which the Equityholder or an Affiliate thereof or underwriter or placement agent has agreed to purchase or place 100% of the equity and non-investment grade tranches of notes issued in such term securitization transaction. For the avoidance of doubt, notwithstanding any agreement by the Equityholder or an Affiliate to purchase or place 100% of the equity in such term securitization transaction, any such party agreeing to so purchase or place may designate other Persons as purchasers of such equity provided such party or parties remain primarily liable therefor if such designees fail to purchase or place in connection with the closing date of such term securitization and/or, after the closing of such term securitization, may transfer equity it purchases at the closing thereof. **Permitted Tax Distribution** means distributions to the Equityholder (from the Collection Account or otherwise) to the extent required to allow the Equityholder to make sufficient distributions to qualify as a **regulated investment company** within the meaning of Section 851 of the Code and to otherwise eliminate federal or state income or excise taxes payable by the Equityholder in or with respect to any taxable year of the Equityholder (or any calendar year, as relevant); provided that (A) the amount of any such payments made in or with respect to any such taxable year (or calendar year, as relevant) of the Equityholder shall not exceed 110% of the amounts that the Borrower would have been required to distribute to the Equityholder to: (i) allow the Borrower to satisfy the minimum distribution requirements that would be imposed by Section 852(a) of the Code (or any successor thereto) to maintain its eligibility to be taxed as a regulated investment company for any such taxable year, (ii) reduce to zero for any such taxable year the Borrower's liability for federal income taxes imposed on (x) its investment company taxable income pursuant to Section 852(b)(1) of the Code (or any successor thereto) or (y) its net capital gain pursuant to Section 852(b)(3) of the Code (or any successor thereto), and (iii) reduce to zero the Borrower's liability for federal excise taxes for any such calendar year imposed pursuant to Section 4982 of the Code (or any successor thereto), in the case of each of (i), (ii) or (iii), calculated assuming that the Borrower had qualified to be taxed as a regulated investment company under the Code, (B) after the occurrence and during -49-the continuance of an Event of Default, the amount of Permitted Tax Distributions made in any calendar quarter shall not exceed U.S.\$1,500,000 (or such greater amount consented to by the Administrative Agent in its sole discretion) and (C) amounts may be distributed pursuant to this definition only to the extent of available Excess Interest Proceeds and/or Principal Proceeds and only so long as (x) the Coverage Tests are satisfied immediately prior to and immediately after giving effect to such Permitted Tax Distribution (unless otherwise consented to by the Administrative Agent in its sole discretion), (y) the Borrower certifies the above in a RIC Distribution Notice to the Administrative Agent at least two (2) Business Days prior to the applicable distribution and (z) the Borrower provides at least two (2) Business Days prior written notice thereof to the Administrative Agent and the Collateral Agent. **Permitted Working Capital Lien** has the meaning assigned to such term in the definition of **First Lien Loan**. **Person** means an individual or a corporation (including a business trust), partnership, trust, incorporated or unincorporated association, joint stock company, limited liability company, government (or an agency or political subdivision thereof) or other entity of any kind. **PIK Loan** means a loan (other than a Partial PIK Loan) that is currently deferring interest that permits the Obligor thereon to defer or capitalize any portion of the accrued interest thereon. **Plan** means an employee pension benefit plan (other than a Multiemployer Plan) that is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code, in any case, which is sponsored by the Borrower or a member of its ERISA Group or to which the Borrower or a member of its ERISA Group is obligated to make contributions or has any liability. **Plan Asset Rule** has the meaning assigned to such term in Section 4.01(m). **Portfolio Advance Rate Adjustment** means, as of any date of determination, the percentage set forth on the table below corresponding to the highest Diversity Score then applicable to the Collateral Loans:

Advance Rate Diversity Score A	A Adjustment A	A Less than 4A	A 0% Greater than or equal to 4,	but less than 6A	A 50% Greater than or equal to 6,	but less than 8A	A 70% Greater than or equal to 8,	but less than 10A	A 80% Greater than or equal to 10,	but less than 12A	A 90% Greater than or equal to 12A	A 100%-50- Portfolio Report

 means the ongoing quarterly portfolio level disclosure required pursuant to and in accordance with Article 7(1)(a) of the Securitisation Regulation. **Pre-Default Rate** means a rate per annum equal to the Interest Rate otherwise in effect pursuant to this Agreement plus 2.00% per annum. **Potential Servicer Removal Event** means any event which, with the passage of time, the giving of notice, or both, would (if not cured or otherwise remedied during such time) constitute a Servicer Removal Event. **Pounds Sterling** and **£** means the lawful currency of the United Kingdom. **Pricing Source** means any of Loan Pricing Corporation, Mark-it Partners (formerly known as Loan X), Interactive Data Corporation or another nationally recognized broker-dealer or nationally recognized quotation service mutually agreed from time to time by (a) the Administrative Agent and (b) the Equityholder or Servicer. **Prime Rate** means the rate determined by BNP from time to time as its prime rate in the United States, such rate to change as and when such designated rate changes. The Prime Rate is not intended to be the lowest rate of interest charged by BNP in connection with extensions of credit to debtors. **Principal Balance** means, with respect to any loan, as of any date of determination, the outstanding principal amount of such loan, excluding any capitalized interest. **Principal Collection Subaccount** has the meaning assigned to such term in Section 8.02(a)(ii). **Principal Proceeds** means, with respect to any Collection Period or the related Determination Date, all amounts received by the Borrower during such Collection Period that do not constitute Interest Proceeds, including unapplied proceeds of the Advances and any amounts received by the Borrower as equity contributions (and not designated as Interest Proceeds in accordance with Section 10.04). **Priority of Payments** has the meaning assigned to such term in Section 9.01(a). **Private Authorizations** means all franchises, permits, licenses, approvals, consents and other authorizations of all Persons (other than Governmental Authorities). **Proceeds** has, with reference to any asset or property, the meaning assigned to it under Section 9-102(a)(64) of the UCC and, in any event, shall include any and all amounts from time to time paid or payable under or in connection with such asset or property. **QIB** has the meaning assigned to such term in Section 13.06(e). **Qualified Institution** means a depository institution or trust company organized under the laws of the United States of America or any one of the States thereof or the District of Columbia (or any domestic branch of a foreign bank), (a)(i) that has either (A) a long-term unsecured debt rating of **Aa** or better by S&P and

A or better by Moody's or (B) a short-term unsecured debt rating or certificate of deposit rating of A-1 or better by S&P or A-1 or better by Moody's or (ii) the parent corporation of which has either (A) a long-term unsecured debt rating of A-1 or better by S&P and A-1 or better by Moody's or (B) a short-term unsecured debt rating or certificate of deposit rating of A-1 or better by S&P and A-1 or better by Moody's or (iii) is otherwise acceptable to the Administrative Agent and (b) the deposits of which are insured by the Federal Deposit Insurance Corporation. **Qualified Purchaser** means the meaning assigned to such term in Section 13.06(e). **RBSL** has the meaning specified in Section 2.19. **Recipient** means the Administrative Agent and each Lender. **Recurring Revenue** means, with respect to any Obligor, (a) the Recurring Revenue of such Obligor or any comparable term defined in the Related Documents, or (b) in the case of any Collateral Loan with respect to which the Related Documents do not include a definition of Recurring Revenue or any comparable term, the amount of revenues of such Obligor in respect of perpetual licenses, subscription agreements, maintenance streams or other similar and perpetual cash flow streams, as calculated by the Administrative Agent in its sole discretion after consultation with the Servicer or, if agreed to by the Administrative Agent, by the Servicer in good faith in accordance with the Servicing Standard using information from and calculations consistent with the relevant compliance statements and financial reporting packages provided by the relevant Obligor as per the requirements of the Related Documents. **Recurring Revenue Loan** means a Collateral Loan that meets each of the following criteria as of the date of acquisition by the Borrower, subject to waiver by the Administrative Agent in accordance with the definition of Eligible Collateral Loan hereto (for the avoidance of doubt, if any Collateral Loan does not meet the below listed conditions, but such failure is waived by the Administrative Agent, such Collateral Loan shall still be subject to the Advance Rates, Concentration Limitations and Revaluation Events applicable to Recurring Revenue Loans set forth herein): (a) such Collateral Loan is a First Lien Loan; (b) the Obligor with respect to such Collateral Loan is in a high growth industry or industry that customarily has businesses with recurring revenue models as determined by the Administrative Agent in its sole discretion or, if agreed to by the Administrative Agent, by the Servicer, in good faith in accordance with the Servicing Standard; (c) the Obligor with respect to such Collateral Loan has generated a minimum of \$15,000,000 in TTM Recurring Revenue during the most recent reporting period; (d) the Net Debt-to-Recurring Revenue Ratio with respect to such Collateral Loan is less than 2.50:1.00 as of the later of the initial closing date of such Collateral Loan or the most recent Obligor Measurement Date, as applicable; and (e) the Related Documents for such Collateral Loan require the Obligor with respect to such Collateral Loan to meet a minimum of two (2) financial covenants as determined by the Administrative Agent in its sole discretion, including a covenant for minimum liquidity and maximum ratio of principal loan amount outstanding to TTM Recurring Revenue. **Registrar** has the meaning assigned to such term in Section 13.06(d). **Regulation T**, **Regulation U** and **Regulation X** mean Regulation T, U and X, respectively, of the Board of Governors of the Federal Reserve System, as in effect from time to time. **Reinvestment Period** means the period from and including the Closing Date and including the earlier of (a) the date that is the third anniversary of the Third Amendment Effective Date (or such later date as may be agreed by the Borrower, the Administrative Agent and each Lender pursuant to Section 2.16) and (b) the date of the termination of the Individual Lender Maximum Funding Amounts pursuant to Section 6.01. **Related Documents** means, with respect to any Collateral Loan, (i) the loan or credit agreement evidencing such Collateral Loan, (ii) the principal security agreement, and (iii) if the same can be obtained without undue expense or effort, all other documents evidencing, securing, guarantying, governing or giving rise to such Collateral Loan but, for the avoidance of doubt, excluding immaterial certificates, notices and other ancillary documentation. **Relevant Governmental Body** means (1) with respect to a Benchmark Replacement in respect of Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Dollars, the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB or any successor thereto, (2) with respect to a CAD Benchmark Replacement, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto and (32) with respect to a Benchmark Replacement in respect of Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, any Available Currency other than Dollars and Canadian Dollars, (i) the central bank for the currency in which such Obligations, interest, fees, commissions or other amounts are denominated, or calculated with respect to, or any central bank or other supervisor which is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement or (ii) any working group or committee officially endorsed or convened by (A) the central bank for the currency in which such Obligations, interest, fees, commissions or other amounts are denominated, or calculated with respect to, (B) any central bank or other supervisor that is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement, (C) a group of those central banks or other supervisors or (D) the Financial Stability Board or any part thereof. **Relevant Recipient** has the meaning specified in Section 13.24(a). **Relevant Test Period** means, with respect to any Collateral Loan, the relevant test period for the calculation of EBITDA, Debt Service Coverage Ratio or Senior Net Leverage-53-Ratio, as applicable, for such Collateral Loan in the applicable Related Documents or, if no such period is provided for therein, for Obligors delivering monthly financial statements, each period of the last twelve consecutive reported calendar months, and for Obligors delivering quarterly financial statements, each period of the last four consecutive reported fiscal quarters of the principal Obligor on such Collateral Loan; provided that, with respect to any Collateral Loan for which the relevant test period is not provided for in the applicable Related Documents, if an Obligor is a newly-formed entity as to which twelve consecutive calendar months have not yet elapsed, **Relevant Test Period** shall initially include the period from the date of formation of such Obligor or closing date of the applicable Collateral Loan to the end of the twelfth calendar month or fourth fiscal quarter (as the case may be) from the date of formation or closing, as applicable, and shall subsequently include each period of the last twelve consecutive reported calendar months or four consecutive reported fiscal quarters (as the case may be) of such Obligor. **Replacement Servicer** has the meaning assigned to such term in Section 11.01(c). **Requested Amount** has the meaning assigned to such term in Section 2.03(a). **Required Lenders** means, as of any date of determination, (a) Lenders having Percentages aggregating greater than or equal to 50.1% and (b) the Administrative Agent; provided that, in addition to the foregoing, (x) if there are two (2) or more Lenders that are not Affiliates at such time, at least two (2) Lenders that are not Affiliates shall be required to constitute Required Lenders and (y) Percentages owing to Defaulting Lenders shall be disregarded for the purposes of this definition. **Resolution Authority** means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority. **Responsible Officer** means (a) in the case of (i) a corporation or (ii) a partnership or limited liability company that, in each case, pursuant to its Constituent Documents, has officers, any chief executive officer, chief financial officer, chief administrative officer, managing director, president, senior vice president, vice president, assistant vice president, treasurer, director or manager, and, in any case where two Responsible Officers are acting on behalf of such entity, the second such Responsible Officer may be a secretary or assistant secretary (provided that a director or manager of the Borrower shall be a Responsible Officer regardless of whether its Constituent Documents provide for officers), (b) without limitation of clause (a)(ii), in the case of a limited partnership, the Responsible Officer of the general partner, acting on behalf of such general partner in its capacity as general partner, (c) without limitation of clause (a)(ii), in the case of a limited liability company, any Responsible Officer of the sole member or managing member, acting on behalf of the sole member or managing member in its capacity as sole member or managing member, (d) in the case of a trust, the Responsible Officer of the trustee, acting on behalf of such trustee in its capacity as trustee, (e) an authorized signatory or authorized officer that has been so authorized pursuant to customary corporate proceedings, limited partnership proceedings, limited liability company proceedings or trust proceedings, as the case may be, and that has responsibilities commensurate with the matter for which it is acting as a Responsible Officer: the initial authorized-signatories of the parties hereto are set forth on Schedule 6 (as such Schedule 6 may be modified from time to time by written notice), and (f) in the case of the Custodian, the Securities Intermediary, the Collateral Agent or Administrative Agent, an officer of the Custodian, the Securities Intermediary, the Collateral Agent or Administrative Agent, as applicable, having direct responsibility for the administration of this Agreement. **Retained Interest** has the meaning assigned to such term in Section 13.22(a). **Retention Basis Amount** means the nominal value of all Collateral Loans held by the Borrower from time to time. **Retention Holder** Originated Collateral Loan means (a) a Collateral Loan which the Equityholder, itself or through related entities, directly or indirectly, was involved in the original agreement which created the obligations or potential obligations of the debtor or potential debtor giving rise to such Collateral Loan; or (b) a Collateral Loan which the Equityholder purchased on its own account before transferring it to the Borrower. **Revaluation Event** means, with respect to any Collateral Loan as of any date of determination, the occurrence of any one or more of the following events after the date on which such Collateral Loan is acquired by the Borrower (any of which, for the avoidance of doubt, may occur more than once): (a) with respect to any Class 1 Loan, (i) either S&P or Moody's downgrades such Collateral Loan two or more notches below the rating at the time of acquisition (provided that any credit on negative watch will be treated as having been downgraded by one rating subcategory), (ii) S&P downgrades such Collateral Loan to CCC+ or below or (iii) Moody's downgrades such Collateral Loan to Caa1 or below; (b) the Debt Service Coverage Ratio of the Obligor of such Collateral Loan (x) decreases by 20.00% or more from the time the Collateral Loan was acquired by the Borrower and (y) is less than 1.60:1.00; (c) (i) for Obligors with a Senior Net Leverage Ratio less than 6.50:1.00 at the time the Collateral Loan was acquired, the Senior Net Leverage Ratio for the current period of the related Obligor with respect to such Collateral Loan increases by (x) 20.00% and (y) 1.00:1.00, or more, in either case, from the ratio calculated on the date the Borrower acquired such Collateral Loan or (ii) for Obligors with a Senior Net Leverage Ratio equal to or greater than 6.50:1.00 at the time the Collateral Loan was acquired, the Senior Net Leverage Ratio for the current period of the related Obligor with respect to such Collateral Loan increases by 1.00:1.00 or more from the ratio calculated on the date the Borrower acquired such Collateral Loan, in the case of each of (i) or (ii), unless it is agreed upon in documentation at the time of acquisition of the Collateral Loan that the Obligor is permitted to increase leverage to consummate acquisitions pursuant to the terms of the Related Documents; (d) an Insolvency Event occurs with respect to the Obligor; (e) an Obligor defaults in the payment of principal or interest on revolving loan facilities (after giving effect to any applicable grace period under the Related Documents, but not to exceed five days) with respect to such Collateral Loan or any other debt obligation of such Obligor secured by the same collateral and which is senior or pari passu to such Collateral Loan or the occurrence of any other default with respect to such Collateral Loan, in each case, together with the election by any agent or lender (including the Borrower) to accelerate such Collateral Loan or to enforce any other respective secured creditor rights or remedies; (f) the occurrence of a Material Modification with respect to such Collateral Loan that was not approved by the Administrative Agent (in its sole discretion); or (g) the related Obligor fails to deliver to the Borrower or the Servicer any financial reporting information as required by the Related Documents of such Collateral Loan (after giving effect to any applicable grace period thereunder); provided that, if the Servicer provides the Administrative Agent with written confirmation that such related Obligor's failure to delivery any such financial reporting information is not related to credit issues, then, with the consent of the Administrative Agent (not to be unreasonably withheld), any such grace period shall be extended by an additional 30 days; provided that, for any Collateral Loan that is determined to be a Recurring Revenue Loan or a Cap Adjusted Loan, the Revaluation Events in respect of such Recurring Revenue Loan or Cap Adjusted Loan will be determined by the Administrative Agent in its sole discretion and provided by the Administrative Agent to the Servicer in writing prior to the initial inclusion of such Recurring Revenue Loan or Cap Adjusted Loan in the Borrowing Base or, if agreed to by the Administrative Agent, the Revaluation Events provided by the Servicer to the Administrative Agent. **Revolving Collateral Loan** means any Collateral Loan (other than a Delayed Drawdown Collateral Loan) that is a loan (including revolving loans, funded and unfunded portions of revolving credit lines and letter of credit facilities, unfunded commitments under specific facilities and other similar loans and investments) that by its terms may require one or more future advances to be made to the related Obligor by the Borrower and which provides that such borrowed money may be repaid and re-borrowed from time to time; provided that any such Collateral Loan will be a Revolving Collateral Loan only until all commitments to make revolving advances to the Obligor expire or are terminated or irrevocably reduced to zero. **Revolving Exposure** means, at any time, the sum of the Dollar Equivalent of the aggregate Unfunded Amount of each Collateral Loan (including each Ineligible Collateral Loan and each Defaulted Collateral Loan) at such time. **Revolving Reserve Account** has the meaning assigned to such term in Section 8.04. **RFR Banking Day** means a day (other than a Saturday or Sunday) in which banks are open for general business in London. **S&P Global Ratings** means a written notice setting forth the calculation of the Borrower's net taxable income (determined as if the Borrower were a domestic corporation for U.S. federal income tax purposes) and of any Permitted Tax Distribution and certifying that the Equityholder remains a regulated investment company under Subchapter M of the Code. **S&P Global Ratings** means S&P Global Ratings, a Standard & Poor's Financial Services, LLC business. **S&P Industry Classification** means the industry classifications set forth in Schedule 2 hereto, as such industry classifications shall be updated at the option of the Servicer if S&P publishes revised industry classifications. The determination of which S&P Industry Classification to which an Obligor belongs shall be made in good faith by the Servicer. **Sale Settlement Condition** means, with respect to any binding commitment of the Borrower to sell a Collateral Loan, a condition that is beyond the control of the Borrower and/or the Servicer, as certified in writing by the Servicer to the Administrative Agent, which has resulted in the settlement of such sale not occurring within 30 days of the date of the Borrower entering into such binding commitment to sell. **Sale Settlement Pending** Collateral means, on any date of determination, Collateral Loans that the Borrower, within the immediately preceding 30 days (or if a Sale Settlement Condition applies, within the immediately preceding 60 days (or any longer period to which the Administrative Agent may agree)), has entered into a binding commitment to sell that has not settled. **Sanctioned Country** has the meaning given to such term in Section 4.01(r). **Sanctioned Person** has the meaning given to such term in Section 4.01(r). **Sanctions** means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, the French Republic, Her Majesty's Treasury and/or any other relevant sanctions authority. **Scheduled Distribution** means, with respect to any Collateral Loan, for each Due Date, the scheduled payment of principal and/or interest and/or fees due on such Due Date with respect to such Collateral Loan. **Second Lien Loan** means any Collateral Loan (for purposes of this definition, a "loan") that meets the following criteria: (a

Documents or the Servicer or any of its senior investment personnel actively involved in managing the portfolio of the Borrower being indicted for a criminal offense materially related to its asset management business; provided that the Servicer will be deemed to have cured any event of cause pursuant to this clause (c) if the Servicer (A)(x) with respect to any such person indicted for a criminal offense materially related to its asset management business, removes or causes the removal of such person from having any responsibility for the performance of the Servicer in managing the portfolio of the Borrower, or (y) terminates or causes the termination of employment of all individuals who engaged in the conduct constituting cause pursuant to this clause (c) and (B) makes the Borrower whole for any actual financial loss that such conduct caused the Borrower;(d)the failure of any representation, warranty, or certification made or delivered by the Servicer in or pursuant to this Agreement or any other Facility Document to be correct when made that has a Material Adverse Effect on the Borrower or any Secured Party and is either incapable of being cured or is not cured within 30 days of the earlier of (i) a Responsible Officer of the Servicer acquiring actual knowledge of such breach or (ii) the Servicer receiving written notice from either Agent of such breach;(e)the rendering of one or more final judgments, decrees or orders by a court or arbitrator of competent jurisdiction for the payment of money in excess individually or in the aggregate of \$100,000,000, with respect to the Servicer (in each case, net of amounts covered by insurance), and the Servicer shall not have either (i) discharged, satisfied or provided for the discharge or satisfaction of any such judgment, decree or order in accordance with its terms or (ii) perfected a timely appeal of such judgment, decree or order and caused the execution of same to be stayed, vacated or bonded during the pendency of the appeal, in each case, within sixty (60) days from the date of entry thereof;-59-(f)the Servicer shall have made payments to settle any litigation, claim or dispute (in each case, net of amounts covered by insurance) totaling more than, in the aggregate, \$100,000,000;(g)an Insolvency Event relating to the Servicer occurs;(h)except as permitted hereunder, the Servicer or an Affiliate thereof ceases to be the Servicer;(i)any failure by the Servicer to deliver any required reporting under the Facility Documents on or before the date occurring five (5) Business Days after the date such report is required to be made;(j)any failure by the Servicer to deposit or credit, or to deliver for deposit, in the Covered Accounts any amount required hereunder to be so deposited, credited or delivered by it, or to make any distributions therefrom required by it, in each case on or before the date occurring three (3) Business Days after the date such deposit or distribution is required to be made by the Servicer; or(k)a Change of Control occurs.â€œServicer Removal Noticeâ€ shall have the meaning assigned to such term in Section 11.01(b).â€œServicing Standardâ€ has the meaning assigned to such term in Section 11.02(d). â€œSOFRAâ€ means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.â€œSOFRA Administratorâ€ means the NYFRB (or a successor administrator of the secured overnight financing rate).â€œSolventâ€ means, as to any Person, such Person is not â€œinsolventâ€ within the meaning of Section 101(32) of the Bankruptcy Code or Section 271 of the Debtor and Creditor Law of the State of New York.â€œSONIAâ€ means, with respect to any Business Day, the sterling overnight index average published by the SONIA Administrator on the SONIA Administratorâ€™s Website on the immediately succeeding Business Day.â€œSONIA Administratorâ€ means the Bank of England (or any successor administrator of the sterling overnight index average).â€œSONIA Administratorâ€™s Websiteâ€ means the Bank of Englandâ€™s website, currently at <http://www.bankofengland.co.uk>, or any successor source of the sterling overnight index average identified as such by the SONIA Administrator from time to time.-60-â€œSONIA Reporting Dayâ€ means the day which is the Lookback Period prior to the last day of the Interest Accrual Period or, if that day is not a Business Day, the immediately following Business Day.â€œSONIA Reporting Timeâ€ means (a) with respect to an event described in Section 2.12(b)(i), close of business in London on the SONIA Reporting Day for the relevant GBP Advance, and (b) with respect to a Lender providing its Funding Rate to the Administrative Agent, close of business on the date falling two Business Days after the SONIA Reporting Day for the relevant GBP Advance (or, if earlier, on the date falling three Business Days before the date on which interest is due to be paid in respect of the Interest Accrual Period for that GBP Advance).â€œSpecified Eligible Investmentâ€ means an Eligible Investment meeting the requirements of Section 8.06(a) and that is available to the Collateral Agent, specified by the Servicer to the Collateral Agent (with a copy to the Administrative Agent) on or prior to the initial Borrowing Date; provided that, so long as no Event of Default shall have occurred and then be continuing, at any time with not less than five Business Daysâ€™ notice to the Collateral Agent (with a copy to the Administrative Agent) the Servicer may (and, if the then Specified Eligible Investment is no longer available to the Collateral Agent, shall) designate another Eligible Investment that meets the requirements of Section 8.06(a) and that is available to the Collateral Agent to be the Specified Eligible Investment for purposes hereof. After the occurrence and continuation of an Event of Default, a Specified Eligible Investment shall mean an Eligible Investment meeting the requirements of Section 8.06(a) and which has been selected by the Administrative Agent and specified to the Collateral Agent.â€œStructured Finance Obligationâ€ means any debt obligation owing by a special purpose finance vehicle that is secured directly and primarily by, primarily referenced to, and/or primarily representing ownership of, a pool of receivables or a pool of other assets, including collateralized debt obligations, residential mortgage-backed securities, commercial mortgage-backed securities, other asset-backed securities, â€œfuture flowâ€ receivable transactions and other similar obligations; provided that loans to financial service companies, factoring businesses, health care providers and other genuine operating businesses do not constitute Structured Finance Obligations.â€œStructuring Agentâ€ means BNP Paribas Securities Corp.â€œSubstitute Eligible Collateral Loanâ€ means each Eligible Collateral Loan pledged by the Borrower to the Collateral Agent, on behalf of the Secured Parties, pursuant to Section 10.01(d).â€œSynthetic Securityâ€ means a security or swap transaction (excluding, for purposes of this Agreement, a participation interest) that has payments associated with either payments of interest and/or principal on a reference obligation or the credit performance of a reference obligation.-61-â€œTaxesâ€ means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.Term CORRAâ€ means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Administrative Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of an Interest Accrual Period determined by the Administrative Agent in its reasonable discretion in a manner substantially consistent with market practice.â€œTerm CORRA Noticeâ€ means the notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term CORRA Transition Event.â€œTerm CORRA Transition Dateâ€ means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Lenders and the Borrower, for the replacement of the then-current Benchmark with the CAD Benchmark Replacement described in clause 1(a) of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.â€œTerm CORRA Transition Eventâ€ means the determination by the Administrative Agent that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Administrative Agent and (c) a CAD Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with Section 2.19(a)any calculation with respect to a CAD Advance, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Accrual Period on the day (such day, the â€œPeriodic Term CORRA Determination Dayâ€) that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day; provided, further, that for the avoidance of doubt, with respect to the first Interest Accrual Period with respect to any CAD Advance, if the related Interest Accrual Period is less than one month in duration, Term CORRA shall be the Term CORRA Reference Rate (as of the Periodic Term CORRA Determination Date) having a tenor of one month, as such rate is published by the Term CORRA Administrator; provided, further, that if Term CORRA determined as provided above (including-62-pursuant to the proviso above) shall ever be less than the Floor, then Term CORRA shall be deemed to be the Floor.â€œTerm CORRA Administratorâ€ means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.â€œTerm CORRA Reference Rateâ€ means the forward-looking term rate based on CORRA.â€œTerm SOFRAâ€ means the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Accrual Period on the day (such day, the â€œPeriodic Term SOFR Determination Dayâ€) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Accrual Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; provided, further, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.â€œTerm SOFR Administratorâ€ means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).â€œTerm SOFR Reference Rateâ€ means the forward-looking term rate based on SOFRA.â€œThird Amendment Effective Dateâ€ means September 22, 2023. â€œTrade Dateâ€ has the meaning assigned to such term in Section 1.04(I).â€œTTM Recurring Revenueâ€ means, with respect to any Obligor and any date, the Recurring Revenue for such Obligor for the trailing twelve months ending on such date, as calculated by the Servicer in good faith in accordance with the Servicing Standard using information from and calculations consistent with the relevant compliance statements and financial reporting packages provided by the relevant Obligor as per the requirements of the Related Documents.â€œUCCâ€ means the New York Uniform Commercial Code; provided that if, by reason of any mandatory provisions of law, the perfection, the effect of perfection or non-perfection or priority of the security interests granted to the Collateral Agent pursuant to this Agreement are governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States of America other than the State of New York, then â€œUCCâ€ means the Uniform-63-Commercial Code as in effect from time to time in such other jurisdiction for purposes of such perfection, effect of perfection or non-perfection or priority.â€œUK Financial Institutionâ€ means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFFRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.â€œUK Resolution Authorityâ€ means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.â€œUnadjusted Benchmark Replacementâ€ means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.â€œUncertificated Securityâ€ has the meaning specified in Section 8-102(a)(18) of the UCC.â€œUnfunded Amountâ€ means, with respect to any Collateral Loan, as of any date of determination, the unfunded commitment of the Borrower with respect to such Collateral Loan as of such date.â€œUnrestricted Cashâ€ has the meaning assigned to the term â€œUnrestricted Cashâ€ or any comparable term defined in the Related Documents for each Collateral Loan, and in any case that â€œUnrestricted Cashâ€ or such comparable term is not defined in such Related Documents, all cash available for use for general corporate purposes and not held in any reserve account or legally or contractually restricted for any particular purposes or subject to any lien (other than blanket liens permitted under or granted in accordance with such Related Documents).â€œUnused Feesâ€ has the meaning assigned to such term in the Lender Fee Letter. â€œU.S. Government Securities Business Dayâ€ means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.â€œU.S. Personâ€ means any Person that is a â€œUnited States personâ€ as defined in Section 7701(a)(30) of the Code.â€œU.S. Tax Compliance Certificateâ€ has the meaning assigned to such term in Section 13.03(g)(iii)(C).â€œVolcker Ruleâ€ means Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder.â€œWeighted Average Advance Rateâ€ means, as of any date of determination with respect to all Eligible Collateral Loans included in the Aggregate Net Collateral Balance, the-64-number obtained by (a) summing the products obtained by multiplying (i) the Advance Rate of each Eligible Collateral Loan by (ii) such Eligible Collateral Loanâ€™s contribution to the Aggregate Net Collateral Balance and dividing (b) such sum by the Aggregate Net Collateral Balance.â€œWeighted Average Lifeâ€ means, as of any date of determination with respect to all Eligible Collateral Loans, the number of years following such date obtained by:(a)summing the products of (i) the Average Life at such time of each Eligible Collateral Loan multiplied by (ii)(A) the Principal Balance plus (B) the Unfunded Amount of such Collateral Loan; and(b)dividing such sum by the sum of the Aggregate Principal Balance plus the Unfunded Amount of all Eligible Collateral Loans as of such date.For purposes of the foregoing, the â€œAverage Lifeâ€ is, on any date of determination with respect to any Eligible Collateral Loan, the quotient obtained by dividing (i) the sum of the products of (A) the number of years (rounded to the nearest one hundredth thereof) from such date of determination to the respective dates of each successive Scheduled Distribution of principal of such Collateral Loan and (B) the respective amounts of principal of such Scheduled Distributions by (ii) the sum of all successive Scheduled Distributions of principal on such Collateral Loan. Notwithstanding the foregoing, the Weighted Average Life of a Revolving Collateral Loan shall be excluded from such calculation unless mutually agreed to by the Borrower and the Administrative Agent.â€œWithdrawal Liabilityâ€ means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.â€œWorking Capital Revolverâ€ means a revolving lending facility secured on a first lien basis solely by all or a portion of the current assets of the related obligor, which current assets subject to such security interest do not constitute a material portion of the obligorâ€™s total assets (it being understood that such revolving lending facility may be secured on a junior lien basis by other assets of the related obligor).â€œWrite-Down and Conversion Powersâ€ means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time in relation to any Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.-65-â€œZero Coupon Obligationâ€ means a loan that does not provide for periodic payments of interest in Cash or that pays interest only at its stated maturity.Section 1.02 Rules of Construction. For all purposes of this Agreement and the other Facility Documents, except as otherwise expressly provided or unless the context otherwise requires, (a) singular words shall connote the plural as well as the singular and vice versa (except as indicated), as may be appropriate, (b) the words â€œhereinâ€, â€œhereofâ€ and â€œhereunderâ€ and other words of similar import used in any Facility Document refer to such Facility Document as a whole and not to any particular article, schedule, section, paragraph, clause, exhibit or other subdivision thereof, (c) the headings, subheadings and table of contents set forth in any Facility Document are solely for convenience of reference and shall not constitute a part of such Facility Document nor shall they affect the meaning, construction or effect of any provision hereof, (d) references in any Facility Document to â€œincidentalâ€ or â€œincludingâ€ shall mean include or including, as applicable, without limiting the generality of any description preceding such term, (e) any definition of or reference to any Facility Document, agreement, instrument or other document shall be construed as referring to such Facility Document, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or any other Facility Document), (f) any reference in any Facility Document, including the introduction and recitals to such Facility Document, to any Person shall be construed to include such Personâ€™s successors and assigns (subject to any restrictions set forth herein or in any other applicable agreement), (g) any reference to any law or regulation herein shall refer to such law or regulation as amended, modified, supplemented or replaced from time to time, (h) any Event of Default shall be continuing until expressly waived in writing by the requisite Lenders, (i) except as set forth herein, references herein to the knowledge or actual knowledge of a Person shall mean the actual knowledge following due inquiry of such Person, (j) except as otherwise expressly provided for in this Agreement, any use of â€œmaterialâ€ or â€œmateriallyâ€ or words of similar meaning in this Agreement shall mean material, as determined by the Administrative Agent in its reasonable discretion, (k) unless otherwise expressly stated in this Agreement, if at any time any change in generally accepted accounting principles (including the adoption of IFRS) would affect the computation of any covenant (including the

computation of any financial covenant) set forth in this Agreement or any other Facility Document, the Borrower and the Administrative Agent shall negotiate in good faith to amend such covenant to preserve the original intent in light of such change; provided, that, until so amended, (i) such covenant shall continue to be computed in accordance with the application of generally accepted accounting principles prior to such change and (ii) the Borrower shall provide to the Administrative Agent a written reconciliation in form and substance reasonably satisfactory to the Administrative Agent, between calculations of such covenant made before and after giving effect to such change in generally accepted accounting principles, (l) the words “execution,” “assigned,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act and (m) any reference in any 66-Facility Document to the Interest Collection Subaccount or the Principal Collection Subaccount (or, in each case, amounts on deposit therein) shall be deemed to include any Interest Proceeds or any Principal Proceeds, respectively, in the CAD Collection Account, the EUR Collection Account and the GBP Collection Account. Section 1.03 Computation of Time Periods. Unless otherwise stated in the applicable Facility Document, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including,” the word “through” means “to” and including and the words “to” and “until” both mean “to but excluding.” Periods of days referred to in any Facility Document shall be counted in calendar days unless Business Days are expressly prescribed. Unless otherwise indicated herein, all references to time of day refer to Eastern standard time or Eastern daylight saving time, as in effect in New York City on such day. Section 1.04 Collateral Value Calculation Procedures. In connection with all calculations required to be made pursuant to this Agreement with respect to Scheduled Distributions on any Collateral Loan, or any payments on any other assets included in the Collateral, with respect to the sale of and reinvestment in Collateral Loans, and with respect to the income that can be earned on Scheduled Distributions on such Collateral Loans and on any other amounts that may be received for deposit in the Collection Account, the provisions set forth in this Section 1.04 shall be applied. The provisions of this Section 1.04 shall be applicable to any determination or calculation that is covered by this Section 1.04, whether or not reference is specifically made to Section 1.04, unless some other method of calculation or determination is expressly specified in the particular provision. (a) All calculations with respect to Scheduled Distributions on any Collateral Loan shall be made on the basis of information as to the terms of each such Collateral Loan and upon reports of payments, if any, received on such Collateral Loan that are furnished by or on behalf of the Obligor of such Collateral Loan and, to the extent they are not manifestly in error, such information or reports may be conclusively relied upon in making such calculations. (b) For purposes of calculating the Coverage Tests, except as otherwise specified in the definitions of the Coverage Tests themselves, such calculations will not include (i) scheduled interest and principal payments on Defaulted Collateral Loans and Ineligible Collateral Loans unless or until such payments are actually made or such payments are determined likely to be received by the Servicer pursuant to the definition of Collateral Interest Amount and (ii) ticking fees and other similar fees in respect of Collateral Loans, unless or until such fees are actually paid. (c) For each Collection Period and as of any date of determination, the Scheduled Distribution on any Collateral Loan (other than a Defaulted Collateral Loan or an Ineligible Collateral Loan, which, unless such payments are determined likely to be received by the Servicer pursuant to the definition of Collateral Interest Amount and except as otherwise provided herein, shall be assumed to have Scheduled Distributions of zero) shall be the total amount of (i) payments and collections to be received during such Collection Period in respect of 67-such Collateral Loan, (ii) proceeds of the sale of such Collateral Loan received and, in the case of sales which have not yet settled, to be received during such Collection Period that are not reinvested in additional Collateral Loans or retained in a Collection Account for subsequent reinvestment pursuant to Article X, which proceeds, if received as scheduled, will be available in a Collection Account and available for distribution at the end of such Collection Period and (iii) amounts referred to in clause (i) or (ii) above that were received in prior Collection Periods but were not disbursed on a previous Payment Date or retained in a Collection Account for subsequent reinvestment pursuant to Article X. (d) Each Scheduled Distribution receivable with respect to a Collateral Loan shall be assumed to be received on the applicable Due Date. (e) References in the Priority of Payments to calculations made on a “pro forma basis” shall mean such calculations after giving effect to all payments, in accordance with the Priority of Payments, that precede (in priority of payment) or include the clause in which such calculation is made. (f) For purposes of calculating all Concentration Limitations, in both the numerator and the denominator of any component of the Concentration Limitations, Ineligible Collateral Loans will be treated as having a Principal Balance equal to zero. Except as otherwise provided herein, Ineligible Collateral Loans will not be included in the calculation of the Collateral Quality Test. (g) Determinations of the Collateral Loans, or portions thereof, that constitute Excess Concentration Amounts will be determined in the way that produces the highest Borrowing Base at the time of determination, it being understood that a Collateral Loan (or portion thereof) that falls into more than one category of Collateral Loans will be deemed, solely for purposes of such determinations, to fall only into the category that produces the highest such Borrowing Base at such time (without duplication). (h) All calculations required to be made hereunder with respect to the Collateral Loans and the Borrowing Base will be made on a Trade Date basis and after giving effect to (x) all purchases or sales to be entered into on such Trade Date and (y) all Advances requested to be made on such Trade Date plus the balance of all unfunded Advances to be made in connection with the Borrower’s purchase of previously requested (and approved) Collateral Loans. (i) Unless otherwise expressly provided for herein, all monetary calculations (other than for Dollars) under this Agreement shall be the Dollar Equivalent of such amount, as applicable. Notwithstanding anything to the contrary herein, no Default shall be deemed to have occurred and no monetary thresholds shall be deemed not complied with solely as a result of changes in the applicable exchange rate. (j) References in this Agreement to the Borrower’s “purchase” or “acquisition” of a Collateral Loan include references to the Borrower’s acquisition of such Collateral Loan by way of a sale and/or contribution from the Equityholder and the Borrower’s making or origination of such Collateral Loan. Portions of the same Collateral Loan acquired by 68-the Borrower on different dates (whether through purchase, receipt by contribution or the making or origination thereof, but excluding subsequent draws under Revolving Collateral Loans or Delayed Drawdown Collateral Loans) will, for purposes of determining the purchase price of such Collateral Loan, be treated as separate purchases on separate dates (and not a weighted average purchase price for any particular Collateral Loan). For the avoidance of doubt, for purposes of this Agreement, subsequent draws under Revolving Collateral Loans or Delayed Drawdown Collateral Loans shall not be considered separate purchases that require additional approval from the Administrative Agent. (k) For the purposes of calculating compliance with each of the Concentration Limitations all calculations will be rounded to the nearest 0.01%. (l) For purposes of calculating compliance with any test under this Agreement in connection with the acquisition or disposition of a Collateral Loan or Eligible Investment, the trade date (the “Trade Date”) (and not the settlement date) with respect to any such Collateral Loan or Eligible Investment under consideration for acquisition or disposition shall be used to determine whether such acquisition or disposition is permitted hereunder. ARTICLE II ADVANCE Section 2.01 Revolving Credit Facility. On the terms and subject to the conditions hereinafter set forth, including Article III, each Lender severally agrees to make available to the Borrower an uncommitted revolving credit facility providing for Advances from time to time in Available Currencies on any Business Day during the Reinvestment Period (or immediately thereafter pursuant to Section 8.04), pro rata based on each Lender’s unused Individual Lender Maximum Funding Amount as of such date, in each case in an aggregate principal amount at any one time outstanding up to but not exceeding the Dollar Equivalent of such Lender’s Individual Lender Maximum Funding Amount and, as to all Lenders, in an aggregate principal amount at any one time outstanding up to but not exceeding the Dollar Equivalent of the Maximum Available Amount as then in effect. Within such limits and subject to the other terms and conditions of this Agreement, the Borrower may borrow (and re-borrow) Advances under this Section 2.01 and prepay Advances under Section 2.06. Notwithstanding anything in this Agreement to the contrary, the parties hereto acknowledge that this is an uncommitted facility and there is no express or implied commitment on the part of the Administrative Agent or any Lender to provide any Advance, except that, in the case of Collateral Loans approved by means of an Approval Request or Approved List, the Lenders shall have committed to fund the related Advances (up to the amount(s) specified in the related Approval Request or Approved List) provided that the related conditions precedent set forth in Article III are satisfied. Section 2.02A A A Requests for Collateral Loan Approval. (a) Prior to the date of purchase of any loan, the Servicer, on behalf of the Borrower, shall provide to the Administrative Agent (with a copy to the Borrower) a list of loans (the “Asset List”) that the Borrower is requesting be included in the Approved List (as defined below) and which, subject to such 69-inclusion, may be purchased with, if applicable, funds held in the Principal Collection Subaccount, the proceeds of Advances or Principal Proceeds pursuant to Section 10.02. The Borrower (or the Servicer on its behalf) and the Administrative Agent shall adhere to the following procedures in requesting and approving Collateral Loans for purchase: (i) For each loan on the Asset List sent to the Administrative Agent or for any single Approval Request pursuant to clause (vii) below, the Borrower (or the Servicer on its behalf) may provide a notice by electronic mail that contains the information listed in Exhibit I with respect to each loan (which information shall include the amount of the Advance to be requested in order to settle the related purchase) (together with any attachments required in connection therewith, an “Approval Request”). (ii) The initial Asset List which the Administrative Agent has approved for purchase by the Borrower is attached hereto as Schedule 9 (such list, the “Approved List”), which Approved List may be updated from time to time after the Closing Date by the Borrower with the consent of the Administrative Agent. (iii) From the time the Administrative Agent has provided the Approved List, the Borrower shall have the ability to commit to purchase and purchase any loan on the Approved List without further approval by the Administrative Agent only if the Borrower commits to purchase such loan within ten (10) Business Days of approval by the Administrative Agent. On the date occurring ten (10) Business Days after the date of approval by the Administrative Agent, any approved loan, if not purchased or committed to be purchased by the Borrower, will be deemed to be removed from the Approved List. (iv) The Borrower shall have the ability to request (A) an addition to the Approved List by undertaking similar procedure to clause (vii) below, or (B) a removal from the Approved List. (v) [Reserved]. (vi) As early as commercially practicable, but no later than 12:00 p.m. New York City time on the Business Day following the day that the Borrower (or the Servicer on its behalf) purchases a Collateral Loan on the Approved List, the Borrower (or the Servicer on its behalf) shall provide by electronic mail to the Administrative Agent (with a copy to the Borrower and the Collateral Agent) a copy of the Collateral Loan Buy Confirmation. (vii) With respect to loans that are not on the Approved List, the Borrower (or the Servicer on behalf of the Borrower) may send an Approval Request at any time to the Administrative Agent. If the Administrative Agent receives an Approval Request by 12:00 p.m. New York City time on any Business Day, the Administrative Agent shall use commercially reasonable efforts to notify the Servicer and Borrower in writing (including via electronic mail) whether it has approved or rejected such Approval Request by 12:00 p.m. New York City time on or prior to the second Business Day thereafter (it being understood, for the avoidance of doubt, that (x) any Approval Request received by the Administrative Agent after 12:00 p.m. New York City time on any Business Day shall be 70-deemed to have been received on the following Business Day and (y) any Approval Request as to which the Administrative Agent has not notified the Servicer and Borrower that it has approved such Approval Request by 12:00 p.m. New York City time on or prior to the second Business Day thereafter shall be deemed to have been rejected); provided further that the Borrower shall have the ability to commit to purchase any loan approved and added to the Approved List pursuant to this clause (vii) without further approval by the Administrative Agent only if the Borrower commits to purchase such loan within ten (10) Business Days from the date of such approval by the Administrative Agent. On the date occurring ten (10) Business Days after the date of such approval by the Administrative Agent, any such approved loan, if not purchased or committed to be purchased by the Borrower, will be deemed to be removed from the Approved List. (viii) [Reserved]. (ix) Notwithstanding anything in this Agreement to the contrary, the Administrative Agent shall have the right, acting in its sole and absolute discretion, to (A) approve or reject any Approval Request or any loan in the Asset List, (B) at any time, rescind the approval of any Approval Request or any loan in the Approved List, and (C) request additional information reasonably available to the Borrower regarding any proposed Collateral Loan; provided that any rescission of approval shall not invalidate any commitment to purchase a Collateral Loan entered into by the Borrower (or the Servicer on its behalf) prior to one hour after the delivery (via email) of such rescission; provided, further that the Servicer shall not initiate negotiations to acquire any proposed Collateral Loan on the Approved List after receipt of a notice of rescission in respect thereof. Section 2.03A A A Making of the Advances. A A (a) A A If the Borrower desires that the Lenders make an Advance under this Agreement in connection with the Borrower’s purchase of a Collateral Loan for which the Approval Request has been approved or which has been identified on the Approved List pursuant to Section 2.02, it shall give the Collateral Agent and the Administrative Agent (with a copy to each Lender) a written notice (each, a “Notice of Borrowing”) for such Advance (which notice shall be irrevocable and effective upon receipt) not later than (x), with respect to any Dollar Advance, 2:00 p.m. at least one (1) Business Day prior to the day of the requested Advance and (y) with respect to any Advance other than a Dollar Advance, 2:00 p.m. at least two (2) Business Days prior to the day of the requested Advance. Each Notice of Borrowing shall be substantially in the form of Exhibit B, dated the date the request for the related Advance is being made, signed by a Responsible Officer of the Borrower or the Servicer, as applicable, shall attach a Borrowing Base Calculation Statement (which Borrowing Base Calculation Statement shall give pro forma effect to any Collateral Loans being acquired with the proceeds of such Advance on such date or the following Business Day), and shall otherwise be appropriately completed. In addition, the Servicer must provide (or have previously provided) to the Administrative Agent for each Collateral Loan copies of the Asset Information related to such Collateral Loan and such additional materials related to such Collateral Loan as may be reasonably requested by the Administrative Agent. The proposed Borrowing Date specified in each Notice of Borrowing shall be a Business Day falling on or prior to the Facility Termination Date, the currency of the Advance requested shall be in an 71-Available Currency and the amount of the Advance requested in such Notice of Borrowing (the “Requested Amount”) shall be equal to at least the Dollar Equivalent of \$500,000 or an integral multiple of the Dollar Equivalent of \$100,000 in excess thereof (or, if less, the remaining unfunded Individual Lender Maximum Funding Amounts hereunder or, in the case of Revolving Collateral Loans and Delayed Drawdown Collateral Loans, such lesser amount required to be funded by the Borrower in respect thereof). (b) Each Lender shall, not later than 2:00 p.m. on each Borrowing Date in respect of Advances under any Class, make its Percentage of the applicable Requested Amount available to the Borrower by disbursing such funds in the applicable Available Currency to the applicable Principal Collection Subaccount (or in accordance with the wire instructions delivered in connection with the Notice of Borrowing). (c) [Reserved.] (d) Notwithstanding anything in this Section 2.03 to the contrary, the Servicer, on behalf of the Borrower, may deliver a Notice of Borrowing to the Collateral Agent and the Administrative Agent (with a copy to each Lender) after 2 p.m. on the first Business Day prior to the proposed Advance and prior to 11 a.m. on the date of the proposed Advance (an “Expedited Notice of Borrowing”). Upon receipt of an Expedited Notice of Borrowing, each Lender shall use commercially reasonable efforts to make such Advance on the proposed funding date set forth in the Expedited Notice of Borrowing subject to the terms and conditions for borrowings otherwise set forth in this Agreement; provided, that if a Lender is unable to make an Advance pursuant to an Expedited Notice of Borrowing due to the occurrence of a force majeure, or any other unexpected and unforeseen event, including, without limitation, market disruptions, such Lender shall make such Advance subject to the terms and conditions for Advances otherwise set forth in this Agreement as soon as such Lender is reasonably able to do so. Section 2.04A A A Evidence of Indebtedness. A A (a) A A Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to it and resulting from the Advances made by such Lender to the Borrower, from time to time, including the amounts and currencies of principal and interest thereon and paid to it, from time to time hereunder; provided that the failure of any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Advances in accordance with the terms of this Agreement. (b) Any Lender may request that its Advances to the Borrower be evidenced by a Note. In such event, the Borrower shall promptly prepare, execute and deliver to such Lender a Note payable to such Lender and otherwise appropriately completed. Thereafter, the Advances of such Lender evidenced by such Note and interest thereon shall at all times (including after any assignment pursuant to Section 13.06(a)) be represented by a Note payable to such Lender (or registered assigns pursuant to Section 13.06(a)), except to the extent that such Lender (or assignee) subsequently returns any such Note for cancellation and requests that such Advances once again be evidenced as described in clause (a) of this Section 2.04. 72-Section 2.05A A A Payment of Principal and Interest. A A The Borrower shall pay principal and interest on the Advances as follows: (a) 100% of the outstanding principal amount of each Advance, together with all accrued and unpaid interest thereon, shall be payable on the Final Maturity Date. (b) Interest shall accrue on the unpaid principal amount of each Advance from the date of such Advance until such principal amount is paid in full. The Administrative Agent shall, prior to each Payment Date, determine the accrued and unpaid interest for the related Interest Accrual Period and Unused Fees payable thereto using the Interest Rate applicable during such Interest Accrual Period to be paid by the Borrower on each Payment Date for the related Interest Accrual Period and shall advise each Lender, the Collateral Agent and the Servicer thereof and shall send a consolidated invoice of all such interest and Unused Fees to the Borrower on the third (3rd) Business Day prior to the Payment Date Report Determination Date with respect to such Payment Date. (c) Accrued and unpaid interest shall be payable in arrears (i) on each Payment Date, and

(ii) in connection with any prepayment of the Advances pursuant to Section 2.06(a); provided that (x) with respect to any prepayment in full of the Advances outstanding, accrued and unpaid Interest on such amount through the date of prepayment shall be payable on such date or as otherwise agreed to between the Lenders and the Borrower and (y) with respect to any partial prepayment of the Advances outstanding, accrued and unpaid Interest on such amount through the date of prepayment shall be payable on the Payment Date following such prepayment (or on such date of prepayment if requested by the Administrative Agent).(d)The obligation of the Borrower to pay the Obligations, including the obligation of the Borrower to pay the Lenders the outstanding principal amount of the Advances and accrued interest thereon, shall be absolute and unconditional, and shall be paid strictly in accordance with the terms hereof (including Section 2.15), under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Borrower or any other Person may have or have had against any Secured Party or any other Person except as otherwise provided under the Facility Documents.Section 2.06A A A A Prepayment of Advances.(a)Optional Prepayments. The Borrower may, from time to time on any Business Day, voluntarily prepay Advances under one or more Classes in whole or in part, without penalty or premium; provided that the Borrower shall have delivered to the Collateral Agent, the Lenders and the Administrative Agent written notice of such prepayment (such notice, a "Notice of Prepayment") in the form of Exhibit C not later than 2:00 p.m. two (2) Business Days prior to the date of such prepayment. The Administrative Agent shall promptly notify the Lenders of such Notice of Prepayment. Each such Notice of Prepayment shall specify the portion of the outstanding principal balance that shall be prepaid and be irrevocable and effective upon receipt and shall be dated the date such notice is being given, signed by a Responsible Officer of the Borrower and otherwise appropriately completed. Each Notice of Prepayment shall provide for prepayment of Advances by the Borrower pursuant to this Section-73-2.06(a), in each case, in an aggregate principal amount of at least the Dollar Equivalent of\$500,000 or, if less, the entire outstanding principal amount of the Advances of the Borrower. If a Notice of Prepayment is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.(b)Mandatory Prepayments. The Borrower shall prepay the Advances on each Payment Date in the manner and to the extent provided in the Priority of Payments.(c)Additional Prepayment Provisions. Each prepayment pursuant to this Section 2.06 shall be subject to Sections 2.05(c) and 2.11 and applied to the Advances in accordance with the Lenders' respective Percentages.(d)(Reserved).(e)Available Currency. Any and all prepayments made by the Borrower under the Facility Documents shall be made in the applicable Available Currency.Section 2.07A A A Changes of Individual Lender Maximum Funding Amounts.(a)Automatic Reduction and Termination. Subject to the provisions of Section 8.04, the Individual Lender Maximum Funding Amounts of each Lender shall be automatically reduced to zero at 5:00 p.m. on the Facility Termination Date.(b)Optional Reductions. At any time after the Closing Date, the Borrower shall have the right to terminate or reduce the unused amount of the Facility Amount at any time or from time to time concurrently with the payment of any applicable Facility Reduction Fee payable in connection therewith upon not less than two (2) Business Days prior notice to the Collateral Agent, the Lenders and the Administrative Agent of each such termination or reduction, which notice shall specify the effective date of such termination or reduction and the amount of any such reduction; provided that (i) the amount of any such reduction of the Facility Amount shall be equal to at least \$500,000 or an integral multiple of \$100,000 in excess thereof or, if less, the remaining unused portion thereof, (ii) no such reduction will reduce the Facility Amount below the sum of (x) the aggregate principal amount of Advances outstanding at such time and (y) the positive difference, if any, between the Revolving Exposure at such time and the amount in the Revolving Reserve Account and (iii) no Facility Reduction Fee shall be payable if a Non-Approval Event has occurred and is continuing or if the reduction occurs in connection with a refinancing of all or a portion of the facility by BNP Paribas or any affiliate thereof. Such notice of termination or reduction shall be irrevocable and effective only upon receipt and shall be applied pro rata to reduce the respective Individual Lender Maximum Funding Amounts of each Lender. Except as otherwise set forth herein, upon the occurrence of the Collection Date, this Agreement shall terminate automatically.(c)Effect of Termination or Reduction. The Individual Lender Maximum Funding Amounts of the Lenders once terminated or reduced may not be reinstated. Each reduction of the Facility Amount pursuant to this Section 2.07 shall be applied ratably among the Lenders in accordance with their respective Individual Lender Maximum Funding Amounts.-74-Section 2.08 Maximum Lawful Rate. It is the intention of the parties hereto that the interest on the Advances shall not exceed the maximum rate permissible under Applicable Law. Accordingly, anything herein or in any Note to the contrary notwithstanding, in the event any interest is charged to, collected from or received from or on behalf of the Borrower by the Lenders pursuant hereto or thereto in excess of such maximum lawful rate, then the excess of such payment over that maximum shall be applied first to the payment of amounts then due and owing by the Borrower to the Secured Parties under this Agreement (other than in respect of principal of and interest on the Advances) and then to the reduction of the outstanding principal amount of the Advances of the Borrower.Section 2.09 Several Obligations. The failure of any Lender to make any Advance to be made by it on the date specified therefor shall not relieve any other Lender of its obligation to make its Advance on such date. Neither Agent shall be responsible for the failure of any Lender to make any Advance, and no Lender shall be responsible for the failure of any other Lender to make an Advance required to be made by such other Lender.Section 2.10A A A Increased Costs.(a)Increased Costs Generally. If any Change in Law shall:(i)impose, modify or deem applicable any reserve, compulsory loan, insurance charge, special deposit or similar requirement against assets of, deposits with or for account of, or credit extended by, any Affected Person;(ii)subject any Affected Person to any Taxes (other than (A) Indemnified Taxes and (B) Excluded Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or(iii)impose on any Affected Person or the London interbank market or any other market relevant to any Applicable Index any other condition, cost or expense (other than Taxes), affecting this Agreement or Advances made by such Affected Person by reference to the Applicable Index or any participation therein;and the result of any of the foregoing shall be to increase the cost to such Affected Person of making, continuing, converting into or maintaining any Advance made by reference to the Applicable Index (or of maintaining its obligation to make any such Advance) or to reduce the amount of any sum received or receivable by such Affected Person hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender such additional amount or amounts as will compensate such Affected Person for such additional costs incurred or reduction suffered as specified in a certificate delivered to the Borrower pursuant to clause (c) of this Section 2.10.(b)Capital Requirements. If any Affected Person determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Affected Person's capital or on the capital of such Affected Person's holding company, if any, as a consequence of this Agreement or the Advances made by such-75-Affected Person to a level below that which such Affected Person or such Affected Person's holding company could have achieved but for such Change in Law (taking into consideration such Affected Person's policies and the policies of such Affected Person's holding company with respect to capital adequacy and liquidity coverage), by an amount deemed to be material by such Affected Person, then from time to time the Borrower will pay to such Affected Person in Dollars, such additional amount or amounts as will compensate such Affected Person or such Affected Person's holding company for any such reduction suffered or charge imposed; provided that the amounts payable under this Section 2.10(b) shall be without duplication of amounts payable under Section 13.03 and shall not include any Indemnified Taxes or Excluded Taxes.(c)Certificates from Lenders. A certificate of an Affected Person setting forth in reasonable detail the basis for such demand and the amount or amounts, in Dollars, necessary to compensate such Affected Person or its holding company as specified in clause (a) or (b) of this Section 2.10 shall be promptly delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such amount shown as due on any such certificate on the next Payment Date after receipt thereof.(d)Delay in Requests. Failure or delay on the part of any Affected Person to demand compensation pursuant to this Section 2.10 shall not constitute a waiver of such Affected Person's right to demand such compensation; provided that the Borrower shall not be required to compensate an Affected Person pursuant to this Section 2.10 for any costs, reductions, penalties or interest incurred more than nine months prior to the date that such Affected Person notifies the Borrower of the Change in Law giving rise to any increased costs or reductions and of such Affected Person's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof.(e)Lending Office. Upon the occurrence of any event giving rise to the Borrower's obligation to pay additional amounts to a Lender pursuant to clauses (a) or (b) of this Section 2.10, such Lender will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate a different lending office if such designation would reduce or obviate the obligations of the Borrower to make future payments of such additional amounts; provided that such designation is made on such terms that such Lender and its lending office suffer no unreimbursed cost or material legal or regulatory disadvantage (as reasonably determined by such Lender), with the object of avoiding future consequence of the event giving rise to the operation of any such provision.Section 2.11 Compensation; Breakage Payments. The Borrower agrees to compensate each Affected Person from time to time, on the Payment Date (or on the applicable date of prepayment) immediately following such Affected Person's written request (which request shall set forth the basis for requesting such amounts) in accordance with the Priority of Payments, for all reasonable and documented actual losses, expenses and liabilities (including any interest paid by such Affected Person to lenders of funds borrowed to make or carry an Advance bearing interest that was computed by reference to the Applicable Index and any loss sustained by such Affected Person in connection with the re-employment of such funds but excluding loss of anticipated profits), which such Affected Person may sustain: (i) if for any-76-reason (including any failure of a condition precedent set forth in Article III but excluding a default by the applicable Lender) any Advance bearing interest that was computed by reference to the Applicable Index by the Borrower does not occur on the Borrowing Date specified therein in the applicable Notice of Borrowing delivered by the Borrower, and (ii) if any payment or prepayment of any Advance bearing interest that was computed by reference to the Applicable Index is not made on a Payment Date or pursuant to a Notice of Prepayment given by the Borrower. A certificate as to any amounts payable pursuant to this Section 2.11 submitted to the Borrower by any Lender (with a copy to the Agents, and accompanied by a reasonably detailed calculation of such amounts and a description of the basis for requesting such amounts) shall be conclusive in the absence of manifest error.Section 2.12A A A Inability to Determine Rates; SONIA Market Disruption and Cost of Funds.(a)With respect to any Advance other than a GBP Advance, if, prior to the first day of any Interest Accrual Period or prior to the date of any Advance, as applicable, the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) the Applicable Index (other than Adjusted Cumulative Compounded SONIA) for the applicable Advances cannot be determined pursuant to the definition of such Applicable Index, the Administrative Agent will promptly so notify the Borrower, the Collateral Agent and each Lender; provided that the Administrative Agent has made a similar determination with respect to similarly situated borrowers in similar facilities. Thereafter, the obligation of the Lenders to make or maintain Advances based upon the Applicable Index (other than Adjusted Cumulative Compounded SONIA) will be suspended until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice; provided that new Dollar Advances and Non-Dollar Advances may be made at, and existing Dollar Advances and Non-Dollar Advances would be maintained and converted to bear interest at, the Base Rate. For the avoidance of doubt, this Section 2.12 shall not apply during a Benchmark Unavailability Period.(b)With respect to any GBP Advance:(i)If (A) there is no applicable SONIA or Central Bank Rate for the purposes of calculating the Cumulative Compounded SONIA Rate for an RFR Banking Day during an Interest Accrual Period for a GBP Advance, or (B) the Administrative Agent receives notifications before the SONIA Reporting Time for such GBP Advance from a Lender or Lenders (in each case, whose aggregate participations in such GBP Advance exceed 50% of such GBP Advance) that its cost of funds relating to its participation in such GBP Advance would be in excess of the Adjusted Cumulative Compounded SONIA Rate, each Lender's share of such GBP Advance shall instead accrue interest at the percentage rate per annum which is equal to the weighted average of the rates notified to the Administrative Agent by each Lender as soon as practicable and in any event by the SONIA Reporting Time for such GBP Advance, in each case, expressed as a percentage rate per annum equal to such Lender's cost of funds relating to its participation in such GBP Advance (with respect to each Lender, such such rate, its "Funding Rate").(ii)If this Section 2.12(b) applies and the Administrative Agent or the Borrower so requires, the Administrative Agent and the Borrower shall enter into-77-negotiations (for a period of not more than thirty days or such longer period as agreed between the Administrative Agent and the Borrower) with a view to agreeing on a substitute basis for determining the rate of interest.(iii)Any alternative basis agreed pursuant to clause (ii) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all parties hereto.(iv)If the circumstances set forth in clause (i)(B) above exist and (A) a Lender's Funding Rate is less than the Adjusted Cumulative Compounded SONIA Rate; or (B) a Lender does not notify a rate to the Administrative Agent by the relevant SONIA Reporting Time, such Lender's Funding Rate relating to its participation in such GBP Advance shall be deemed, for the purposes of calculating the weighted average pursuant to clause (i) above, to be the Adjusted Cumulative Compounded SONIA Rate for such GBP Advance.(v)Subject to clause (iv) above, if this Section 2.12(b) applies but any Lender does not notify a rate to the Administrative Agent by the SONIA Reporting Time for the relevant GBP Advance, the rate of interest shall be calculated on the basis of the rates notified by the remaining Lenders.(vi)If this Section 2.12(b) applies the Administrative Agent will promptly notify the Borrower, the Collateral Agent and each Lender.Section 2.13 Rescission or Return of Payment. The Borrower agrees that, if at any time (including after the occurrence of the Final Maturity Date) all or any part of any payment theretofore made by it to any Secured Party or any designee of a Secured Party is or must be rescinded or returned for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Borrower or any of its Affiliates), the obligation of the Borrower to make such payment to such Secured Party shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence and this Agreement and any other applicable Facility Document shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such payment had not been made.Section 2.14 Post-Default Interest. The Borrower shall pay interest on all Obligations (other than any Administrative Expenses) that are not paid when due (after taking into account any applicable grace periods) for the period from the due date thereof until the date the same is paid in full at the Post-Default Rate. Interest payable at the Post-Default Rate shall be payable on each Payment Date in accordance with the Priority of Payments.Section 2.15A A A Payments Generally. (a) All amounts owing and payable to any Secured Party, any Affected Person or any Indemnified Party, in respect of the Advances and other Obligations, including the principal thereof, interest, fees, indemnities, expenses or other amounts payable under this Agreement or any other Facility Document, shall be paid by the Borrower to the applicable recipient in the applicable Available Currency, in immediately available funds, in accordance with the Priority of Payments, and all without counterclaim, setoff, deduction, defense, abatement, suspension or deferment. Each Lender shall provide wire-78-instructions to the Borrower and the Collateral Agent. All payments made by the Collateral Agent pursuant to a Payment Date Report on any Payment Date shall be wired by the Collateral Agent by 4:00 p.m. on such Payment Date. Prepayments to be made pursuant to Section 2.06 for which the Collateral Agent has received a Notice of Prepayment two (2) Business Days prior to the scheduled date of prepayment shall be wired by the Collateral Agent by 2:00 p.m. on such date. All other payments by the Borrower must be received by the Collateral Agent on or prior to 3:00 p.m. on a Business Day (the Collateral Agent shall then wire such funds to the Lenders by 5:00 p.m. on such Business Day); provided that, payments received by the Collateral Agent after 3:00 p.m. or payments received by the Lenders after 5:00 p.m. on a Business Day will be deemed to have been paid on the next following Business Day. For the avoidance of doubt, for purposes of Section 6.01, amounts paid by the Borrower shall be deemed received upon payment by the Borrower to the Collateral Agent. At no time will the Collateral Agent have any duty (express or implied) to fund (or front or advance) any amount owing by the Borrower hereunder.(b)Except as otherwise expressly provided herein, all computations of interest, fees and other Obligations shall be made on the basis of a year of 360 days for the actual number of days elapsed in computing interest on any Advance, the date of the making of the Advance shall be included and the date of payment shall be excluded; provided that, if an Advance is repaid on the same day on which it is made, one day's Interest shall be paid on such Advance; provided further, that with respect to CAD Advances and GBP Advances, such computations shall be computed on the basis of a year of three hundred and sixty-five (365) days and the actual number of days elapsed. All computations made by the Collateral Agent or the Administrative Agent under this Agreement or any other Facility Document shall be conclusive absent manifest error.(c)Any and all payments made by the Borrower under the Facility Documents shall be made in the applicable Available Currency. Any Collections on deposit in the Principal Collection Subaccount denominated in a Permitted Currency may be converted by the Collateral Agent into an Available Currency on any Business Day (other than a Payment Date) (x) at the direction of the Servicer so long as no Event of Default exists either prior to or after giving effect to such conversion (as shall be deemed certified by the Servicer upon delivery of any such direction to the Collateral Agent) or (y) if an Event of Default exists, at the direction of the Administrative Agent. The Servicer or the Administrative Agent, as applicable, shall provide no less than two (2) Business Days prior written notice to the Administrative Agent or the Servicer, as applicable, and the Collateral Agent of any such conversion. The Servicer shall instruct the Collateral Agent, no later than two (2) Business Days immediately preceding each Payment Date, to convert amounts on deposit in the applicable Collection Account into each Available Currency (pro rata based on available amounts from each other Available Currency, unless otherwise directed in writing by the Servicer) to the extent necessary to make payments required in each Available Currency hereunder. All risks and expenses

incident to such conversion are the responsibility of the Borrower and the Collateral Agent shall have (x) no responsibility for fluctuations in exchange rates affecting any Collections or conversion thereof and (y) to the extent it complies with the instructions provided by the Servicer or the Administrative Agent, no liability for any losses incurred or resulting from the rates obtained in such foreign exchange transactions.-79-Section 2.16 Extension of Facility Termination Date. The Borrower shall have an option to extend the Facility Termination Date one time, by not longer than one year, subject to the satisfaction of the following conditions precedent (unless otherwise waived by the Administrative Agent and applicable Lenders in their sole discretion): (a)each of the Lenders and the Administrative Agent consent to the extension in their sole discretion (written notice of such consent to be delivered to Borrower together with the requested extension fee (if applicable) no later than thirty (30) days following receipt of the Extension Request delivered pursuant to clause (e) below; provided that if the Borrower fails to receive such consent from the Administrative Agent or any Lender within such thirty-day period, the Administrative Agent and such Lender, as applicable, shall be deemed to have denied such Extension Request);(b)as of the effective date of such extension, the representations and warranties of the Borrower, the Equityholder and the Servicer set forth herein and in the other Facility Documents are true and correct in all material respects with the same force and effect as if made on and as of such date (except to the extent that such representations and warranties expressly relate to an earlier date); provided that if a representation or warranty is qualified as to materiality, with respect to such representation or warranty, the foregoing materiality qualifier shall be disregarded for the purposes of this condition;(c)the Borrower shall have paid an extension fee to the Administrative Agent, for the account of each Lender, in an amount to be mutually agreed upon by the Borrower and such Lender;(d)no Default or Event of Default shall have occurred and be continuing on the date on which the Extension Request is delivered in accordance with the following clause (e) or on the Facility Termination Date then in effect; and(e)the Borrower shall have delivered an Extension Request with respect to the Facility Termination Date to the Administrative Agent not earlier than one year after the Closing Date and not later than one hundred twenty (120) days prior to the Facility Termination Date then in effect (which shall be promptly forwarded by Administrative Agent to each Lender).Section 2.17A A A Defaulting Lenders. (a) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:(i)That Defaulting Lender’s right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 13.01(d).(ii)Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts-80-owing by that Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Event of Default or Default exists), to the funding of any Advance in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, if so determined by the Administrative Agent and the Borrower, to be held as cash collateral for future funding obligations of that Defaulting Lender to fund Advances under this Agreement; fourth, to the payment of any amounts owing to other Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender’s breach of its obligations under this Agreement; fifth, so long as no Event of Default or Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by such Borrower against that Defaulting Lender as a result of that Defaulting Lender’s breach of its obligations under this Agreement; and sixth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if such payment is a payment of the principal amount of any Advances in respect of which that Defaulting Lender has not fully funded its appropriate share, such payment shall be applied solely to pay the Advances of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Advances of that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section 2.17 shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.(iii)For any period during which that Lender is a Defaulting Lender, that Defaulting Lender shall not be entitled to receive any Unused Fee for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to such Defaulting Lender).(b) If the Administrative Agent and the Borrower agree that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), that Lender will, to the extent applicable, purchase that portion of outstanding Advances of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Advances to be held on a pro rata basis by the Lenders in accordance with their respective Individual Lender Maximum Funding Amounts, whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender’s having been a Defaulting Lender.Section 2.18A A A Benchmark Replacement Setting.-81-(a)Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Facility Document, upon the occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.18(a) will occur prior to the applicable Benchmark Transition Start Date.(b)Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent (in consultation with the Borrower) will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Facility Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Facility Document.(c)Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower, the Lenders, the Servicer and the Equityholder (with a copy to the Collateral Agent) of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of, (A) the removal or reinstatement of any tenor of a Benchmark pursuant to this Section 2.18 and (B) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.18, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Facility Document, except, in each case, as expressly required pursuant to this Section 2.18.(d)Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Facility Document, at any time (including in connection with the implementation of a Benchmark Replacement), (x) if any then-current Benchmark is a term rate (including Term SOFR, the Term CORRA Reference Rate or any other Applicable Index) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent, in its reasonable discretion in consultation with the Borrower, or (B) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent, in consultation with the Borrower, may modify the definition of “Interest Accrual Period” (or any similar or analogous-82-definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (y) if a tenor that was removed pursuant to clause (x) above either(A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent, in consultation with the Borrower, may modify the definition of “Interest Accrual Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.(e)Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a given Benchmark, the Borrower may revoke any Notice of Borrowing, or request for a conversion to or continuation of Advances to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the Borrower will be deemed to have converted any such request for a Dollar Advance or an Advance in Canadian Dollars into a Notice of Borrowing or request for a conversion to Advances denominated in the applicable currency bearing interest at a rate per annum equal to the Base Rate plus the Applicable Margin or (y) any Advance denominated in an Available Currency (other than Dollars or Canadian Dollars) shall be ineffective, as applicable. Furthermore, if any Advance in any Available Currency is outstanding on the date of the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to an Applicable Index applicable to such Advance, then (i) if such Advance is denominated in Dollars or Canadian Dollars, then on the last day of the Interest Accrual Period applicable to such Advance (or the next succeeding Business Day if such day is not a Business Day), such Advance shall be converted by the Administrative Agent to, and shall constitute, an Advance denominated in Dollars or Canadian Dollars, as applicable, bearing interest at a rate per annum equal to the Base Rate plus the Applicable Margin on such day or (ii) if such Advance is denominated in any Available Currency (other than Dollars or Canadian Dollars), then such Advance shall, on the last day of the Interest Accrual Period applicable to such Advance (or the next succeeding Business Day if such day is not a Business Day), at the Borrower’s election prior to such day, (A) be prepaid by the Borrower on such day or (B) be converted by the Administrative Agent to, and (subject to the remainder of this subclause (B)) shall constitute, an Advance denominated in Dollars (in an amount equal to the Dollar Equivalent of such Available Currency) bearing interest at a rate per annum equal to the Base Rate plus the Applicable Margin on such day (it being understood and agreed that if the Borrower does not so prepay such Advance on such day by 12:00 noon, New York City time, the Administrative Agent is authorized to effect such conversion of such Advance into an Advance denominated in Dollars bearing interest at a rate per annum equal to the Base Rate plus the Applicable Margin), and, in the case of such subclause (B), upon any subsequent implementation of a Benchmark Replacement in respect of such Available Currency pursuant to this Section 2.18, such Advance denominated in Dollars bearing interest at a rate per annum equal to the Base Rate plus the Applicable Margin shall then be converted by the Administrative Agent to, and shall constitute, an Advance denominated in such original Available Currency (in an amount equal to the equivalent in such currency of such Available Currency) on the day of such implementation, giving effect to such Benchmark Replacement in respect of such Available Currency.-83-(f)Initial Benchmark Conforming Changes. In connection with the use or administration of any Benchmark, the Administrative Agent, in consultation with the Borrower, will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Facility Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Facility Document. The Administrative Agent will promptly notify the Borrower and the Lenders (with a copy to the Collateral Agent) of the effectiveness of any Conforming Changes in connection with the use or administration of any Benchmark.(g) Notwithstanding anything to the contrary, this Section 2.18 shall not apply to a Benchmark Replacement with respect to CAD Advances.Section 2.19A A A CDOR Benchmark Replacement Setting.(a) Replacing CDOR. On May 16, 2022 Refinitiv Benchmark Services (UK) Limited (the “RBSL”), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date that all Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL (the “CDOR Cessation Date”), if the then-current Benchmark with respect to CAD Advances is CDOR, the CAD Benchmark Replacement will replace such Benchmark with respect to CAD Advances for all purposes hereunder and under any Facility Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Facility Document. If the CAD Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a quarterly basis.(b) Replacing Future Benchmarks. Upon the occurrence of a CAD Benchmark Transition Event, the CAD Benchmark Replacement will replace the then-current Benchmark with respect to CAD Advances for all purposes hereunder and under any Facility Document in respect of any Benchmark setting with respect to CAD Advances at or after 5:00p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such CAD Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Facility Document so long as the Administrative Agent has not received, by such time, written notice of objection to such CAD Benchmark Replacement from Lenders comprising the Required Lenders. At any time that the administrator of the then-current Benchmark with respect to CAD Advances has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of CAD Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower’s receipt of notice from the Administrative Agent that a CAD Benchmark Replacement has replaced such Benchmark, and,-84-failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to the Canadian Prime Rate.(c)CAD Replacement Conforming Changes. In connection with the implementation and administration of a CAD Benchmark Replacement, the Administrative Agent will have the right to make CAD Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Facility Document, any amendments implementing such CAD Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.(d)Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders (with a copy to the Collateral Agent) of (i) the implementation of any CAD Benchmark Replacement, (ii) any occurrence of a Term CORRA Transition Event, and (iii) the effectiveness of any CAD Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.19, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.19.(e)Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a CAD Benchmark Replacement), if the then-current Benchmark with respect to CAD Advances is a term rate (including Term CORRA or CDOR), then (i) the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for the Benchmark (including CAD Benchmark Replacement) settings and(ii) the Administrative Agent may reinstate any such previously removed tenor for the Benchmark (including CAD Benchmark Replacement) settings.(f)Secondary Term CORRA Conversion. Notwithstanding anything to the contrary herein or in any Facility Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the CDOR Benchmark Replacement described in clause (1)(a) of such definition will replace the then-current Benchmark for all purposes hereunder or under any Facility Document in respect of any setting of such Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Facility Document; and (ii) each CAD Advance outstanding on the Term CORRA Transition Date bearing interest based on the then-current Benchmark shall convert, at the start of the next interest payment period, into a CAD Advance bearing interest at the CAD Benchmark Replacement described in clause (1)(a) of such definition having a tenor approximately the same length as the interest payment period applicable to such CAD Advance immediately prior to the conversion or such other Available Tenor as may be selected by the Borrower and agreed by the Administrative Agent; provided that, this clause (f) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower (with a copy to the Collateral Agent) a Term CORRA Notice.-85-ARTICLE III CONDITIONS PRECEDENTSection 3.01 Conditions Precedent to Initial Advance. The obligation of eachLender to make its initial Advance hereunder shall be subject to the satisfaction (or written waiver) of the conditions set forth in Section 3.02 and the conditions precedent that the Administrative Agent shall have received on or before the Closing Date the following, each in form and substance reasonably satisfactory to the Administrative Agent:(a)each of the Facility Documents (other than the Collateral Agent Fee Letter, which shall be delivered directly to the

Collateral Agent) duly executed and delivered by the parties thereto, which shall each be in full force and effect;(b)true and complete copies of the Constituent Documents of the Borrower, the Equityholder and the Servicer as in effect on the Closing Date;(c)a certificate of a Responsible Officer of the Borrower certifying (i) as to its Constituent Documents, (ii) as to its resolutions or other action of its member approving this Agreement and the other Facility Documents to which it is a party and the transactions contemplated hereby and thereby, (iii) that its representations and warranties set forth in the Facility Documents to which it is a party are true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), (iv) that no Default or Event of Default has occurred and is continuing, and (v) as to the incumbency and specimen signature of each of its Responsible Officers authorized to execute the Facility Documents to which it is a party;(d)[Reserved];(e)[Reserved];(f)a certificate of a Responsible Officer of the Servicer certifying (i) as to its Constituent Documents, (ii) as to its resolutions or other action of its board of directors or members approving this Agreement and the other Facility Documents to which it is a party and the transactions contemplated hereby and thereby, (iii) that its representations and warranties set forth in the Facility Documents to which it is a party are true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), and (iv) as to the incumbency and specimen signature of each of its Responsible Officers authorized to execute the Facility Documents to which it is a party;(g)financing statements (or the equivalent thereof in any applicable foreign jurisdiction, as applicable) in proper form for filing on the Closing Date, under the UCC with the Secretary of State of the State of Delaware and any other applicable filing office in any 86-applicable jurisdiction that the Administrative Agent deems necessary or desirable in order to perfect the interests in the Collateral contemplated by this Agreement;(h)copies of proper financing statement amendments (or the equivalent thereof in any applicable foreign jurisdiction, as applicable), if any, necessary to release all security interests and other rights of any Person in the Collateral previously granted by the Borrower, the Equityholder or any transferor;(i)legal opinions (addressed to each of the Secured Parties) of counsel to the Borrower, the Equityholder, the Servicer, the Collateral Agent and the Custodian, covering such matters as the Administrative Agent and its counsel shall reasonably request;(j)evidence reasonably satisfactory to it that all of the Covered Accounts shall have been established, and the Account Control Agreement shall have been executed and delivered by the Borrower, the Collateral Agent and the Securities Intermediary and shall be in full force and effect;(k)evidence that (i) all invoiced fees and expenses due and payable to each Lender on or prior to the Closing Date have been received or will be received contemporaneously with the Closing Date; (ii) the reasonable and documented fees and expenses of Cadwalader, Wickersham & Taft LLP, counsel to the Administrative Agent, in connection with the transactions contemplated hereby (to the extent invoiced on or prior the Closing Date) shall have been paid by the Borrower; and (iii) all other reasonable and documented up-front expenses and fees (including legal fees of outside counsel and any fees required under the Collateral Agent Fee Letter) that are invoiced at least one Business Day prior to the Closing Date shall have been paid by the Borrower;(l)delivery of such Collateral (including any promissory note, executed assignment agreements and Word or pdf copies of the principal credit agreement for each initial Collateral Loan, to the extent received by the Borrower) in accordance with the Custodian Agreement shall have been effected;(m)a certificate of a Responsible Officer of the Borrower, dated as of the Closing Date, certifying to the effect that, in the case of each item of Collateral pledged to the Collateral Agent, on the Closing Date and, in the case of clauses (i) through (iii) below, immediately prior to the delivery thereof on the Closing Date:(i)the Borrower is the owner of such Collateral free and clear of any Liens except for those which are being released on the Closing Date or Permitted Liens;(ii)the Borrower has not assigned, pledged or otherwise encumbered any interest in such Collateral (or, if any such interest has been assigned, pledged or otherwise encumbered, it has been released) other than Permitted Liens or interests granted pursuant to this Agreement; and(iii)upon the grant by the Borrower, the Collateral Agent has a first priority perfected security interest in the Collateral, except Permitted Liens or as permitted by this Agreement; and-87-(n)such other opinions, instruments, certificates and documents from the Borrower as the Agents or any Lender shall have reasonably requested.Section 3.02 Conditions Precedent to Each Advance. The obligation of each Lender to make each Advance to be made by it (including the initial Advance) on each Borrowing Date shall be subject to the fulfillment (or written waiver) of the following conditions; provided that the conditions described in clauses (d) and (e) (other than a Default or Event of Default described in Section 6.01(i)) below need not be satisfied if the proceeds of the Advance are used to fund Revolving Collateral Loans or Delayed Drawdown Collateral Loans then owned by the Borrower to fund the Revolving Reserve Account to the extent required under Section 8.04: (a)subject to Section 2.02, the Administrative Agent must have received and approved an Approval Request for the loan(s) the Borrower intends to purchase with the proceeds of the Advance and such approval has not expired or been rescinded or the loan(s) the Borrower intends to purchase with the proceeds of the Advance must be on the current Approved List;(b)the Administrative Agent shall have received a Notice of Borrowing with respect to such Advance (including the Borrowing Base Calculation Statement attached thereto, all duly completed) delivered in accordance with Section 2.03;(c)immediately before and after the making of such Advance on the applicable Borrowing Date, the Coverage Tests shall be satisfied (as demonstrated on the Borrowing Base Calculation Statement attached to such Notice of Borrowing) and the Collateral Quality Test will be satisfied, maintained or improved;(d)each of the representations and warranties of the Borrower, the Servicer and the Equityholder contained in the Facility Documents shall be true and correct in all material respects as of such Borrowing Date (except to the extent such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date as if made on such date);(e)no Default, Event of Default, Potential Servicer Removal Event or Servicer Removal Event shall have occurred and be continuing at the time of the making of such Advance or shall result upon the making of such Advance;(f)the Reinvestment Period shall not have terminated;(g)after giving effect to any Advance of an Available Currency not denominated in Dollars, the Dollar Equivalent of the aggregate principal amount of all Advances denominated in an Available Currency other than Dollars shall not exceed the Non-Dollar Sublimit;(h)after giving effect to such Advance, the Dollar Equivalent of the aggregate outstanding principal balance of the Advances shall not exceed an amount equal to the Dollar Equivalent of the Maximum Facility Amount; and-88-(i)after giving effect to such Advance, the Dollar Equivalent of the aggregate outstanding principal balance of the Advances shall not exceed an amount equal to the Dollar Equivalent of the sum of:(i)the Aggregate Net Collateral Balance, minus(ii)the Minimum Equity Amount, plus(iii)the aggregate amounts on deposit in the Principal Collection Subaccount constituting Principal Proceeds.ARTICLE IV REPRESENTATIONS AND WARRANTIESSection 4.01A A A Representations and Warranties of the Borrower. The Borrowerrepresents and warrants to each of the Secured Parties on and as of each Measurement Date, as follows:(a)Due Organization. It is a limited liability company duly formed and validly existing under the laws of the State of Delaware, with full power and authority to own and operate its assets and properties, conduct the business in which it is now engaged and to execute and deliver and perform its obligations under this Agreement and the other Facility Documents to which it is a party.(b)Due Qualification. It is duly qualified to do business and, to the extent applicable, is in good standing in each other jurisdiction in which the nature of its business, assets and properties, including the performance of its obligations under this Agreement, the other Facility Documents to which it is a party and its Constituent Documents, requires such qualification, except where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect.(c)Due Authorization; Execution and Delivery; Legal, Valid and Binding; Enforceability. The execution and delivery by it of, and the performance of its obligations under, the Facility Documents to which it is a party and the other instruments, certificates and agreements contemplated thereby are within its powers and have been duly authorized by all requisite action by it and have been duly executed and delivered by it and constitute its legal, valid and binding obligations enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditorsâ€™ rights generally or general principles of equity, regardless of whether considered in a proceeding in equity or at law.(d)[Reserved].(e)Non-Contravention. None of the execution and delivery by it of this Agreement or the other Facility Documents to which it is a party, the Advances or the pledge of 89-the Collateral hereunder, the consummation of the transactions herein or therein contemplated, or compliance by it with the terms, conditions and provisions hereof or thereof, will (i) conflict with, or result in a breach or violation of, or constitute a default under its Constituent Documents or (ii) conflict with or contravene in any material respect, and with respect to clause (B), result in the creation of a Lien (other than Permitted Liens) under, (A) any Applicable Law, (B) any indenture, agreement or other contractual restriction binding on or affecting it or any of its assets, including any Related Document, or (C) any order, writ, judgment, award, injunction or decree binding on or affecting it or any of its assets or properties.(f)Governmental Authorizations; Private Authorizations; Governmental Filings. It has obtained, maintained and kept in full force and effect all material Governmental Authorizations and material Private Authorizations which are necessary for it to properly carry out its business, and made all material Governmental Filings necessary for the execution and delivery by it of the Facility Documents to which it is a party, the Advances under this Agreement, the pledge of the Collateral under this Agreement and the performance by it of its obligations under this Agreement and the other Facility Documents to which it is a party.(g)Compliance with Agreements, Laws, Etc. It has duly observed and complied in all material respects with all Applicable Laws relating to the conduct of its business and its assets. It has preserved and kept in full force and effect its legal existence. It has preserved and kept in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.(h)Location. Its office in which it maintains its limited liability company books and records is located at the addresses set forth on Schedule 5. Its registered office and jurisdiction of organization is the jurisdiction referred to in Section 4.01(a).(i)Investment Company Act. Neither it nor the pool of Collateral is required to register as an investment company under the Investment Company Act. (j)ERISA. Neither it nor any member of the ERISA Group has, or during the past six years had, any liability or obligation with respect to any Plan or Multiemployer Plan that would reasonably be expected to result in a Material Adverse Effect.(k)Taxes. It is a disregarded entity for U.S. federal income tax purposes. It has filed all income tax returns and all other material tax returns which are required to be filed by it, if any, and has paid all income taxes and all other material taxes shown to be due and payable on such returns, if any, or pursuant to any assessment received by any such Person other than any such taxes, assessments or charges that are being contested in good faith by appropriate proceedings and for which appropriate reserves in accordance with GAAP have been established.(l)Filings and Stamp Taxes. This Agreement is in proper legal form under the applicable law of the jurisdiction of incorporation or formation of the Borrower for the enforcement hereof or thereof against the Borrower, and to ensure legality, validity, enforceability, priority or admissibility in evidence of this Agreement it is not necessary that (i)-90-this Agreement, or any other document be filed, registered or recorded with, or executed or notarized before, any court or other authority in the jurisdiction of incorporation or formation of the Borrower or (ii) that any registration charge or stamp or similar tax be paid in any jurisdiction on or in respect of this Agreement or any other document.(m)Plan Assets. Its assets are not treated and during the term of this Agreement will not be treated as plan assets for purposes of 29 C.F.R. Section 2510.3-101 and Section 3(42) of ERISA (the Plan Asset Rule) and the Collateral is not and during the term of this Agreement will not be deemed to be plan assets for purposes of the Plan Asset Rule.(n)Solvency. After giving effect to each Advance hereunder, and the disbursement of the proceeds of such Advance, it is and will be Solvent.(o)Representations Relating to the Collateral. (i) It owns and has good and marketable legal and beneficial title to all Collateral Loans and other Collateral free and clear of any Lien or claim of any Person, other than Permitted Liens;(ii)except for Permitted Liens or as contemplated by the Facility Documents, it has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Collateral. It has not authorized the filing of and is not aware of any financing statements or any equivalent filing in any applicable jurisdiction against it that include a description of collateral covering the Collateral other than any financing statement or any equivalent filing in any applicable jurisdiction relating to the security interest granted to the Collateral Agent hereunder, relating to assets sold or contributed to any Person not prohibited hereunder, relating to the closing of a Permitted Refinancing or a Permitted Securitization contemplated by Section 10.01(e) or that has been terminated; and it is not aware of any judgment, PBC liens or tax lien filings against it or any of its assets;(iii)the Collateral constitutes Money, Cash, accounts (as defined in Section 9-102(a)(2) of the UCC), Instruments, general intangibles (as defined in Section 9-102(a)(42) of the UCC), Uncertificated Securities, Certificated Securities or Security Entitlements to Financial Assets resulting from the crediting of Financial Assets to a securities account (as defined in Section 8-501(a) of the UCC);(iv)all Covered Accounts constitute securities accounts under Section 8-501(a) of the UCC;(v)this Agreement creates a valid, continuing and, upon Delivery of Collateral, filing of the financing statements referred to in clause (viii) below and execution of the Account Control Agreement, perfected security interest (as defined in Section 1-201(37) of the UCC) in the Collateral in favor of the Collateral Agent, for the benefit and security of the Secured Parties, which security interest is prior to all other Liens (other than Permitted Liens) and claims and is enforceable as such against creditors of and purchasers from it, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditorsâ€™ rights generally or general principles of equity, regardless of whether considered in a proceeding in equity or at law;-91-(vi)it has received all consents and approvals required by the terms of the Related Documents in respect of such Collateral to the pledge hereunder to the Collateral Agent of its interest and rights in such Collateral;(vii)with respect to the Collateral that constitutes Security Entitlements, all such Collateral has been and will have been credited to the applicable Covered Account and the Securities Intermediary for each Covered Account has agreed to treat all assets credited to such Covered Account as Financial Assets;(viii)with respect to Collateral that constitutes accounts or general intangibles (as defined in Section 9-102(a)(42) of the UCC), it has caused or will have caused, on or prior to the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest in the Collateral granted to the Collateral Agent, for the benefit and security of the Secured Parties, hereunder (which it hereby agrees may be an all assets filing);(ix)it has taken all steps necessary to enable the Collateral Agent to obtain control (within the meaning of the UCC) with respect to each Covered Account;(x)the Covered Accounts are in its name and not in the name of any other Person. It has not instructed the Securities Intermediary of any Covered Account to comply with the entitlement order of any Person other than the Collateral Agent; provided that, until the Collateral Agent delivers a notice of exclusive control, it and the Servicer may cause Cash in the Covered Accounts to be invested in Eligible Investments, and the proceeds thereof to be paid and distributed in accordance with this Agreement;(xi)all Covered Accounts constitute securities accounts as defined in Section 8-501(a) of the UCC; and(xii)each Collateral Loan was originated without any fraud or material misrepresentation by the Equityholder or, to the best of the Borrowerâ€™s knowledge, on the part of the Obligor.(p)Eligibility. (i) The information contained in each Notice of Borrowing delivered pursuant to Section 2.03, is an accurate and complete listing of all Collateral Loans included in the Collateral as of the related Borrowing Date and the information contained therein with respect to the identity of such Collateral Loan and the amounts owing thereunder is true, correct and complete as of the related Borrowing Date and (ii) with respect to each Collateral Loan included in any calculation of the Borrowing Base or OC Ratio, such Collateral Loan is an Eligible Collateral Loan at such time; provided that, notwithstanding anything to contrary contained herein, to the extent any such Collateral Loan is repurchased or otherwise removed from the Borrowing Base pursuant to the Loan Sale Agreement, then no such breach of the foregoing clause (ii) shall constitute an Event of Default or other breach of this Agreement.(q)Anti-Corruption Laws and Anti-Terrorism Laws. None of the Borrower, its subsidiaries, their respective directors or officers, or, to the best knowledge of the Borrower, 92-their respective employees or Persons Controlling or Controlled by the Borrower has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction and the Borrower has instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules.(r)Sanctions. None of the Borrower, its subsidiaries, their respective directors or officers, or, to the best knowledge of the Borrower, their respective employees or Persons Controlling or Controlled by the Borrower is a Person that is, or is owned or controlled by Persons that are: (i) the target of any Sanctions, including any government or governmental agency that is the subject of Sanctions broadly prohibiting dealings with such government or government agency (a Sanctioned Person) or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory (a Sanctioned Country).(s)No Default. Neither it nor any of its subsidiaries is in default under or with respect to any contractual obligation or restriction that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.(t)No Proceedings. There is no litigation, proceeding or investigation pending or, to its knowledge, threatened against it before any Governmental Authority (i) asserting the invalidity of any Facility Document to which it is a party, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Facility Document to which it is a party or (iii) that could reasonably be expected to have a Material Adverse Effect.(u)Information. All information heretofore or hereafter furnished by it or on its behalf to any Secured Party in connection with the Facility Documents or any transaction contemplated hereby or thereby is and will be (when taken as a whole) true, complete and correct in all material respects as of the date such information is stated or certified and does not and will not omit to state a material fact necessary to make the statements contained therein not misleading; provided that solely with respect to information furnished by the Borrower which was provided to the Borrower from an Obligor with

respect to a Collateral Loan, such information shall only need to be true, complete and correct to the actual knowledge of the Borrower; provided further that, with respect to projected financial information, the Borrower represents only that such information represents the Borrower's good faith estimates as of the date of preparation thereof, based upon methods and data the Borrower believes to be reasonable and accurate, but actual results during the periods covered by such projections may differ materially from such projections.

(v) Procedures. In selecting and disposing of the Collateral, no selection procedures were employed which are intended to be adverse to the interests of any Secured Party.

(w) Volcker Rule. The transactions contemplated by this Agreement and the other Facility Documents do not result in any Lender or the Administrative Agent holding an ownership interest in a covered fund for purposes of the Volcker Rule.

93-(x) Set-Off, Etc. No Collateral Loan has been compromised, adjusted, extended, satisfied, subordinated, rescinded, set-off or modified by the Borrower, the Equityholder or the Obligor thereof (except, with respect to the Obligor only, if such action has occurred to a Collateral Loan without the consent of the Borrower or the Equityholder), and no Collateral Loan is subject to compromise, adjustment, extension, satisfaction, subordination, rescission, set-off, counterclaim, defense, abatement, suspension, deferment, deduction, reduction, termination or modification, whether arising out of transactions concerning such Collateral Loan or otherwise, by the Borrower, the Equityholder or the Obligor with respect thereto (except, with respect to the Obligor only, if such action has occurred to a Collateral Loan without the consent of the Borrower or the Equityholder), except for any Material Modification or amendments, extensions or modifications to such Collateral Loan otherwise permitted under Section 11.04(b) and in accordance with the Servicing Standard.

Section 4.02 Representations and Warranties of the Servicer. The Servicer represents and warrants to each of the other Secured Parties on and as of each Measurement Date, as follows:

(a) Due Organization. It is a corporation duly formed and validly existing under the laws of Delaware, with full power and authority to own and operate its assets and properties, conduct the business in which it is now engaged and to execute and deliver and perform its obligations under this Agreement and the other Facility Documents to which it is a party.

(b) Due Qualification. It is duly qualified to do business and, to the extent applicable, is in good standing in each other jurisdiction in which the nature of its business, assets and properties, including the performance of its obligations under this Agreement, the other Facility Documents to which it is a party and its Constituent Documents, requires such qualification, except where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Due Authorization; Execution and Delivery; Legal, Valid and Binding; Enforceability. The execution and delivery by it of, and the performance of its obligations under the Facility Documents to which it is a party and the other instruments, certificates and agreements contemplated thereby are within its powers and have been duly authorized by all requisite action by it and have been duly executed and delivered by it and constitute its legal, valid and binding obligations enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) [Reserved].

(e) Non-Contravention. None of the execution and delivery by it of this Agreement or the other Facility Documents to which it is a party, the consummation of the transactions herein or therein contemplated, or compliance by it with the terms, conditions and provisions hereof or thereof, will (i) conflict with, or result in a breach or violation of, or constitute a default under its Constituent Documents or (ii) conflict with or contravene in any material respect, and with respect to clause (B), result in the creation of a Lien (other than Permitted Liens) under, (A) any Applicable Law, (B) any indenture, agreement or other contractual restriction binding on or affecting it or any of its assets, including any Related Document, or (C) any order, writ, judgment, award, injunction or decree binding on or affecting it or any of its assets or properties, except, in the case of clauses (A), (B) and (C) above, where such conflict, contravention, breach, violation or default could not reasonably be expected to have a Material Adverse Effect.

(f) Governmental Authorizations; Private Authorizations; Governmental Filings. It has obtained, maintained and kept in full force and effect all material Governmental Authorizations and material Private Authorizations which are necessary for it to properly carry out its business, and made all material Governmental Filings necessary for the execution and delivery by it of the Facility Documents to which it is a party and the performance by it of its obligations under this Agreement and the other Facility Documents to which it is a party.

(g) Compliance with Agreements, Laws, Etc. It has duly observed and complied in all material respects with all Applicable Laws relating to the conduct of its business and its assets. It has preserved and kept in full force and effect its legal existence. It has preserved and kept in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

(h) [Reserved].

(i) Taxes. It has filed all income tax returns and all other material tax returns which are required to be filed by it, if any, and has paid all income taxes and all other material taxes shown to be due and payable on such returns, if any, or pursuant to any assessment received by any such Person other than any such taxes, assessments or charges that are being contested in good faith by appropriate proceedings and for which appropriate reserves in accordance with GAAP have been established.

(j) [Reserved].

(k) Anti-Corruption Laws and Anti-Terrorism Laws. None of the Servicer, its subsidiaries, their respective directors or officers, or, to the best knowledge of the Servicer, their respective employees or Persons Controlling or Controlled by the Servicer has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction and the Servicer has instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules.

(l) Sanctions. None of the Servicer, its subsidiaries, their respective directors or officers, or, to the best knowledge of the Servicer, their respective employees or Persons Controlling or Controlled by the Servicer is a Person that is, or is owned or controlled by Persons that are: (i) a Sanctioned Person or (ii) located, organized or resident in, or whose government is, a Sanctioned Country.

95-(m) [Reserved].

(n) No Proceedings. There is no litigation, proceeding or investigation pending or, to its knowledge, threatened against it before any Governmental Authority (i) asserting the invalidity of any Facility Document to which it is a party, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Facility Document to which it is a party or (iii) that could reasonably be expected to have a Material Adverse Effect.

(o) Information. All information heretofore or hereafter furnished by it or on its behalf to any Secured Party in connection with the Facility Documents or any transaction contemplated hereby or thereby is and will be (when taken as a whole) true, complete and correct in all material respects as of the date such information is stated or certified and does not and will not omit to state a material fact necessary to make the statements contained therein not misleading; provided that solely with respect to information furnished by the Servicer which was provided to the Servicer from an Obligor with respect to a Collateral Loan, such information shall only need to be true, complete and correct to the actual knowledge of the Servicer; provided further that, with respect to projected financial information, the Servicer represents only that such information represents the Servicer's good faith estimates as of the date of preparation thereof, based upon methods and data the Servicer believes to be reasonable and accurate, but actual results during the periods covered by such projections may differ materially from such projections.

(p) Procedures. In selecting and disposing of the Collateral, no selection procedures were employed which are intended to be adverse to the interests of any Secured Party.

Section 4.03 Representations and Warranties of the Equityholder. The Equityholder represents and warrants to each of the other Secured Parties on and as of each Measurement Date, as follows:

(a) Due Organization. It is a corporation duly formed and validly existing under the laws of Delaware, with full power and authority to own and operate its assets and properties, conduct the business in which it is now engaged and to execute and deliver and perform its obligations under this Agreement and the other Facility Documents to which it is a party.

(b) Due Qualification. It is duly qualified to do business and, to the extent applicable, is in good standing in each other jurisdiction in which the nature of its business, assets and properties, including the performance of its obligations under this Agreement, the other Facility Documents to which it is a party and its Constituent Documents, requires such qualification, except where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect.

(c) Due Authorization; Execution and Delivery; Legal, Valid and Binding; Enforceability. The execution and delivery by it of, and the performance of its obligations under the Facility Documents to which it is a party and the other instruments, certificates and agreements contemplated thereby are within its powers and have been duly authorized by all requisite action by it and have been duly executed and delivered by it and constitute its legal, valid and binding obligations enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally or general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) Investment Company Act. It (i) is not required to register as an investment company under the Investment Company Act and (ii) has elected to be regulated as a business development company for purposes of the Investment Company Act.

(e) Non-Contravention. None of the execution and delivery by it of this Agreement or the other Facility Documents to which it is a party, the consummation of the transactions herein or therein contemplated, or compliance by it with the terms, conditions and provisions hereof or thereof, will (i) conflict with, or result in a breach or violation of, or constitute a default under its Constituent Documents or (ii) conflict with or contravene in any material respect, and with respect to clause (B), result in the creation of a Lien (other than Permitted Liens) under, (A) any Applicable Law, (B) any indenture, agreement or other contractual restriction binding on or affecting it or any of its assets, including any Related Document, or (C) any order, writ, judgment, award, injunction or decree binding on or affecting it or any of its assets or properties, except, in the case of clauses (A), (B) and (C) above, where such conflict, contravention, breach, violation or default could not reasonably be expected to have a Material Adverse Effect.

(f) Governmental Authorizations; Private Authorizations; Governmental Filings. It has obtained, maintained and kept in full force and effect all material Governmental Authorizations and material Private Authorizations which are necessary for it to properly carry out its business, and made all material Governmental Filings necessary for the execution and delivery by it of the Facility Documents to which it is a party and the performance by it of its obligations under this Agreement and the other Facility Documents to which it is a party.

(g) Compliance with Agreements, Laws, Etc. It has duly observed and complied in all material respects with all Applicable Laws relating to the conduct of its business and its assets. It has preserved and kept in full force and effect its legal existence. It has preserved and kept in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(h) [Reserved].

(i) Taxes. It has filed all income tax returns and all other material tax returns which are required to be filed by it, if any, and has paid all income taxes and all other material taxes shown to be due and payable on such returns, if any, or pursuant to any assessment received by any such Person other than any such taxes, assessments or charges that are being contested in good faith by appropriate proceedings and for which appropriate reserves in accordance with GAAP have been established.

97-(j) Anti-Corruption Laws and Anti-Terrorism Laws. None of the Equityholder, its subsidiaries, their respective directors or officers, or, to the best knowledge of the Equityholder, their respective employees or Persons Controlling or Controlled by the Equityholder has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction and the Equityholder has instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules.

(k) Sanctions. None of the Equityholder, its subsidiaries, their respective directors or officers, or, to the best knowledge of the Equityholder, their respective employees or Persons Controlling or Controlled by the Equityholder is a Person that is, or is owned or controlled by Persons that are: (i) a Sanctioned Person or (ii) located, organized or resident in, or whose government is, a Sanctioned Country.

(l) No Default. Neither it nor any of its subsidiaries is in default under or with respect to any contractual obligation or restriction that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(m) No Proceedings. There is no litigation, proceeding or investigation pending or, to its knowledge, threatened against it before any Governmental Authority (i) asserting the invalidity of any Facility Document to which it is a party, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Facility Document to which it is a party or (iii) that could reasonably be expected to have a Material Adverse Effect.

(n) Information. All information heretofore or hereafter furnished by it or on its behalf in its capacity as Equityholder to any Secured Party in connection with the Facility Documents or any transaction contemplated hereby or thereby is and will be (when taken as a whole) true, complete and correct in all material respects as of the date such information is stated or certified and does not and will not omit to state a material fact necessary to make the statements contained therein not misleading.

(o) Originator. It is an originator for the purposes of the Securitisation Regulation in respect of the Retention Holder Originated Collateral Loans.

(p) Establishment. It has established, and, in its capacity as Servicer, manages the securitisation contemplated by the Facility Documents.

(q) Sole purpose. It (i) is not an entity that has been established or operates for the sole purpose of securitising exposures and (ii) has the capacity to meet its payment obligations from resources not related to the exposures it securitises.

(r) Collateral Loans. As of the date hereof, more than 50% of the Collateral Loans held by the Borrower are Retention Holder Originated Collateral Loans.

98-ARTICLE V COVENANTS

Section 5.01 A Affirmative Covenants of the Borrower. The Borrower covenants and agrees that, until the Collection Date:

(a) Compliance with Agreements, Laws, Etc. It shall (i) duly observe and comply in all material respects with all Applicable Laws relative to the conduct of its business or to its assets, (ii) preserve and keep in full force and effect its legal existence, (iii) preserve and keep in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect, (iv) comply with the terms and conditions of each Facility Document to which it is a party, its Constituent Documents and each Related Document to which it is a party and (v) obtain, maintain and keep in full force and effect all Governmental Authorizations, Private Authorizations and Governmental Filings which are necessary to properly carry out its business and the transactions contemplated to be performed by it under the Facility Documents to which it is a party, its Constituent Documents and the Related Documents to which it is a party, except, in the case of this clause (v), where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) Enforcement. It shall not take any action that would release any Obligor from any of such Obligor's material covenants or obligations under any instrument or agreement included in the Collateral, except in the case of (A) repayment of Collateral Loans, (B) subject to the terms of this Agreement, (1) amendments to Collateral Loans in accordance with the Servicing Standard and (2) actions taken in connection with the work out or restructuring of any Collateral Loan in accordance with the provisions hereof, and (C) other actions by the Servicer required hereby or otherwise to the extent not prohibited by, or in conflict with, this Agreement.

(ii) It will perform all of its obligations and agreements contained in this Agreement or any other Facility Document to which such Person is a party.

(c) Further Assurances. It shall promptly upon the reasonable request of either Agent or the Required Lenders (through the Administrative Agent), at its expense, execute and deliver such further instruments and take such further action in order to maintain and protect the Collateral's first-priority perfected security interest in the Collateral pledged by the Borrower for the benefit of the Secured Parties free and clear of any Liens (other than Permitted Liens). At the request of either Agent or the Required Lenders (through the Administrative Agent), it shall promptly take, at the Borrower's expense, such further action in order to establish and protect the rights, interests and remedies created or intended to be created under this Agreement in favor of the Secured Parties in the Collateral, including all actions which are necessary to (x) enable the Secured Parties to enforce their rights and remedies under this Agreement and the other Facility Documents, and (y) effectuate the intent and purpose of, and to carry out the terms of, the Facility Documents.

(d) Financial Statements; Other Information. It shall provide to the Administrative Agent or cause to be provided to the Administrative Agent (with enough additional copies for each Lender):

(i) within 120 days after the end of each fiscal year of the Equityholder, an annual report of the Equityholder containing an audited consolidated statement (together with a consolidating schedule showing the balance sheet and income statement of the Borrower) of assets, liabilities, and capital as of the end of such fiscal year, and audited consolidated statements (together with a consolidating schedule showing the balance sheet and income statement of the Borrower) of operations and cash flows, for the year then ended, prepared in accordance with GAAP, each reported on by independent public accountants of recognized national standing (without a going concern or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Equityholder and its consolidated subsidiaries on a consolidated basis; provided, that the financial statements required to be delivered pursuant to this clause (i) which are made available via EDGAR, or any successor system of the Securities Exchange Commission, in the Equityholder's annual report on Form 10-K, shall be deemed delivered to the Administrative Agent on the date the Borrower provides or causes to be provided to the Administrative Agent notification that such documents are made available;

(ii) within 60 days after the end of each of the first three quarters of each fiscal year of the Equityholder, an unaudited financial report of the Equityholder containing a consolidated statement (together with a consolidating schedule showing the balance sheet and income statement of the Borrower) of assets, liabilities, and capital, consolidated statements (together with a consolidating schedule showing the balance sheet and income statement of the Borrower) of operations, and a market value report regarding the Equityholder's investments, in each case for the period then ended, all certified by one of its senior financial officers as presenting fairly in all material respects the financial condition and results of operations of the Equityholder and its consolidated subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; provided, that the financial statements required to be delivered pursuant to this clause (ii) which are made available via EDGAR, or any successor system of the Securities Exchange Commission, in the Equityholder's quarterly report on Form 10-Q, shall be deemed delivered to the Administrative Agent on the date the Borrower provides or causes to be provided to the Administrative Agent notification that such

documents are made available;(iii)(x) a certificate of a Responsible Officer of the Borrower within three Business Days after a Responsible Officer of the Borrower obtains actual knowledge of the occurrence and continuance of any (A) Default, (B) Event of Default, (C) event or occurrence that has resulted or could reasonably be expected to result in a Material-100-Adverse Effect or (D) receipt of notice from the agent on a Collateral Loan that the related Obligor has defaulted (beyond applicable grace periods) in the payment of principal or interest, and (y) a notice from a Responsible Officer of the Borrower (which may be by email) within the later of (1) three Business Days after a Responsible Officer of the Borrower obtains actual knowledge or (2) fifteen Business Days after the Borrower receives notice of the occurrence and continuance of any (A) Revaluation Event, including any Revaluation Event with respect to a Recurring Revenue Loan or a Cap Adjusted Loan (except that Revaluation Events under clauses (d), (e) and (f) thereof must be notified hereunder within three Business Days after a Responsible Officer of the Borrower obtains actual knowledge) or (B) Collateral Loan that ceases to be an Eligible Collateral Loan, in each case setting forth the details thereof and the action, if any, which the Borrower is taking or proposes to take with respect thereto;(iv)from time to time such additional information regarding the Borrowerâ€™s financial position or business and the Collateral (including reasonably detailed calculations of each Coverage Test and the Collateral Quality Test) as the Administrative Agent or the Required Lenders (through the Administrative Agent) may reasonably request if reasonably available without undue burden or expense;(v)promptly after the occurrence of any ERISA Event, notice of such ERISA Event and copies of any material communications with all Governmental Authorities or any Multiemployer Plan received by the Borrower with respect to such ERISA Event;(vi)promptly following any reasonable request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable â€œknow your customer,â€ anti-money laundering and sanctions rules and regulations, including the PATRIOT Act;(vii)within two Business Days after a Responsible Officer of the Borrower obtains actual knowledge thereof, provide notice to the Administrative Agent of any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any material labor controversy, material litigation, material action, material suit or material proceeding before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, directly and adversely affecting in any material respect the Collateral (taken as a whole), the Facility Documents, or any Secured Partyâ€™s interest in the Collateral; and(viii)with respect to each Obligor of a Collateral Loan: (1) within ten (10) Business Days of the completion of the Servicerâ€™s portfolio review of such Obligor (which, for each Obligor shall occur no less frequently than four (4) times per calendar year) (I) the most recent financial reporting packages that correspond to such portfolio review with respect to such Obligor and with respect to each related Collateral Loan (including any attached or included information, statements and calculations) received as -101-of the date of the Servicerâ€™s most recent portfolio review and (II) the internal monitoring report prepared by the Servicer with respect to each Obligor and (2) upon demand by the Administrative Agent, such other information as the Administrative Agent may reasonably request with respect to any Collateral Loan or Obligor (to the extent reasonably available to the Servicer).(e)Access to Records and Documents. It shall permit the Administrative Agent (or any Person designated by the Administrative Agent as its agent or representative, subject to delivery of standard confidentiality agreements) to, upon reasonable advance notice and during normal business hours, visit and inspect and make copies thereof at reasonable intervals: (i) its books, records and accounts relating to its business, financial condition, operations, assets and its performance under the Facility Documents and the Related Documents and to discuss the foregoing with its and such Personâ€™s officers, partners, employees and accountants, and (ii) the Related Documents with respect to the Collateral; provided that, so long as no Event of Default has occurred, the Borrower shall be responsible for all costs and expenses for only one such visit per fiscal year by the Lenders and the Administrative Agent. The Administrative Agent shall be permitted to schedule such visits on behalf of the Lenders and shall (1) coordinate in good faith with the Lenders to determine dates which are acceptable to a majority of the Lenders and whenever possible occur on one such date as a single group and (2) provide 10 daysâ€™ prior notice to the Lenders of any such visit and any Lender shall be permitted to accompany the Administrative Agent in such visit.(f)Use of Proceeds. It shall use the proceeds of each Advance made hereunder solely:(i)to fund or pay the purchase price of Collateral Loans or Eligible Investments acquired by the Borrower in accordance with the terms and conditions set forth herein (it being understood that the Borrower may request an Advance to fund the applicable Advance Rate of one or more Collateral Loans either on the date of acquisition or at a later time during the Reinvestment Period pursuant to Article II);(ii)to fund additional extensions of credit under Revolving Collateral Loans and Delayed Drawdown Collateral Loans purchased in accordance with the terms of this Agreement;(iii)to fund the Revolving Reserve Account on or prior to the Facility Termination Date to the extent the Revolving Reserve Account is required to be funded pursuant to Section 8.04 (and the Borrower shall submit a Notice of Borrowing requesting Advances for a Borrowing Date falling no more than five and no less than one Business Day prior to the Facility Termination Date with a Requested Amount sufficient to fully fund the Revolving Reserve Account under Section 8.04); and(iv)to make Permitted Distributions or Permitted Tax Distributions.Without limiting the foregoing, it shall use the proceeds of each Advance in a manner that does not, directly or indirectly, violate any provision of its Constituent Documents or any Applicable Law, including Regulation T, Regulation U and Regulation X.-102-(g)Information and Reports. Each Notice of Borrowing, each Payment Date Report and all other written information, reports, certificates and statements furnished by or on behalf of it to any Secured Party for purposes of or in connection with this Agreement, the other Facility Documents or the transactions contemplated hereby or thereby shall be true, complete and correct in all material respects as of the date such information is stated or certified; provided that solely with respect to information furnished by the Borrower which was provided to the Borrower from an Obligor with respect to a Collateral Loan, such information shall only need to be true, complete and correct to the actual knowledge of the Borrower; provided further that, with respect to projected financial information, the Borrower represents only that such information represents the Borrowerâ€™s good faith estimates as of the date of preparation thereof, based upon methods and data the Borrower believes to be reasonable and accurate, but actual results during the periods covered by such projections may differ materially from such projections.(h)Opinions as to Collateral. On or before each five year anniversary of the Closing Date, at the request of the Administrative Agent, it shall furnish to the Agents an opinion of counsel addressed to the Agents and the Borrower stating that, in the opinion of such counsel, as of the date of such opinion, under the Delaware UCC, the UCC financing statement(s) filed in connection with the lien and security interest created by this Agreement shall remain effective and no additional financing statements, continuation statements or amendments with respect to such financing statement(s) shall be required to be filed in the State of Delaware from the date thereof through the next five years to maintain the perfection of the security interest of this Agreement as such security interest otherwise exists on the date thereof.(i)No Other Business. It shall not engage in any business or activity other than borrowing Advances pursuant to this Agreement, funding, acquiring, owning, holding, administering, selling, enforcing, lending, exchanging, redeeming, pledging, contracting for the management of and otherwise dealing with Collateral Loans, Eligible Investments and the Collateral in connection therewith and entering into and performing its obligations under the Facility Documents, any applicable Related Documents and any other agreement contemplated by this Agreement.(j)Tax Matters. It shall remain a disregarded entity for U.S. federal income tax purposes. It shall (and each Lender hereby agrees to) treat the Advances and the Notes as debt for U.S. federal income tax purposes and will take no contrary position, unless otherwise required pursuant to a closing agreement with the U.S. Internal Revenue Service or a non-appealable judgment of a court of competent jurisdiction. It will file (or cause to be filed) on a timely basis all income and other material Tax returns required to be filed by it, if any, and will pay all income and other material Taxes due and payable by it and any assessments made against it or any of its property (other than any amount the validity of which is contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP are provided on the books of the Borrower).(k)Compliance with Legal Opinions. The Borrower shall take all other actions necessary to maintain the accuracy of the factual assumptions set forth in the legal opinions of Latham & Watkins LLP, as special counsel to the Borrower, issued on the Closing Date and relating to the issues of substantive consolidation.-103-Section 5.02A A A Covenants of the Servicer.A A A The Servicer covenants and agrees that, until the Collection Date:(a)Compliance with Agreements, Laws, Etc. It shall (i) duly observe and comply in all material respects with all Applicable Laws relative to the conduct of its business or to its assets, (ii) preserve and keep in full force and effect its legal existence, (iii) preserve and keep in full force and effect its rights, privileges, qualifications and franchises, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect, (iv) comply with the terms and conditions of each Facility Document to which it is a party and its Constituent Documents and (v) obtain, maintain and keep in full force and effect all Governmental Authorizations, Private Authorizations and Governmental Filings which are necessary to properly carry out its business and the transactions contemplated to be performed by it under the Facility Documents to which it is a party and its Constituent Documents, except, in the case of this clause (v), where the failure to do so would not reasonably be expected to have a Material Adverse Effect.(b)Enforcement. It shall not take any action that would release any Obligor from any of such Obligorâ€™s material covenants or obligations under any instrument or agreement included in the Collateral, except in the case of (A) repayment of Collateral Loans, (B) subject to the terms of this Agreement, (1) amendments to Collateral Loans in accordance with the Servicing Standard and (2) actions taken in connection with the work out or restructuring of any Collateral Loan in accordance with the provisions hereof, and (C) other actions by the Servicer required hereby or otherwise to the extent not prohibited by, or in conflict with, this Agreement.(c)Further Assurances. It shall promptly upon the reasonable request of either Agent or the Required Lenders (through the Administrative Agent), at its expense, execute and deliver such further instruments and take such further action in order to maintain and protect the Collateral Agentâ€™s first-priority perfected security interest in the Collateral pledged by the Borrower for the benefit of the Secured Parties free and clear of any Liens (other than Permitted Liens). At the request of either Agent or the Required Lenders (through the Administrative Agent), it shall promptly take, at the Borrowerâ€™s expense, such further action in order to establish and protect the rights, interests and remedies created or intended to be created under this Agreement in favor of the Secured Parties in the Collateral, including all actions which are necessary to (x) enable the Secured Parties to enforce their rights and remedies under this Agreement and the other Facility Documents, and (y) effectuate the intent and purpose of, and to carry out the terms of, the Facility Documents.(d)Other Information. It shall provide to the Administrative Agent or cause to be provided to the Administrative Agent (who shall provide such information to each Lender):(i)(x) a certificate of a Responsible Officer of the Servicer within three (3) Business Days after a Responsible Officer of the Servicer obtains actual knowledge of the occurrence and continuance of any (A) Default, (B) Event of Default, (C) Potential Servicer Removal Event, (D) Servicer Removal Event, (E) event or occurrence that has resulted or could reasonably be expected to result in a Material Adverse Effect or (F) receipt of notice from the agent on a Collateral Loan that the related Obligor has-104-defaulted (beyond applicable grace periods) in the payment of principal or interest, and(y) a notice from a Responsible Officer of the Servicer (which may be by email) within the later of (1) three Business Days after a Responsible Officer of the Servicer obtains actual knowledge or (2) fifteen Business Days after the Borrower receives notice of the occurrence and continuance of any (A) Revaluation Event, including any Revaluation Event with respect to a Recurring Revenue Loan or a Cap Adjusted Loan (except that Revaluation Events under clauses (d), (e) and (f) thereof must be notified hereunder within three Business Days after a Responsible Officer of the Servicer obtains actual knowledge), (B) Material Modification or (C) Collateral Loan that ceases to be an Eligible Collateral Loan, in each case setting forth the details thereof and the action, if any, which the Servicer is taking or proposes to take with respect thereto;(ii)from time to time such additional information regarding the Collateral (including reasonably detailed calculations of each Coverage Test and the Collateral Quality Test) as the Administrative Agent or the Required Lenders (through the Administrative Agent) may reasonably request if reasonably available without undue burden or expense;(iii)a Borrowing Base Calculation Statement on (A) each date on which the Servicer sells or substitutes (or commits to sell or substitute, as the case may be) any Collateral Loan and (B) each other date reasonably requested by the Administrative Agent upon at least two (2) Business Daysâ€™ notice to the Servicer;(iv)promptly following any reasonable request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable â€œknow your customer,â€ anti-money laundering and sanctions rules and regulations, including the PATRIOT Act; and(v)within two (2) Business Days after a Responsible Officer of the Servicer obtains actual knowledge thereof, provide notice to the Administrative Agent of any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any material labor controversy, material litigation, material action, material suit or material proceeding before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, directly and adversely affecting in any material respect the Collateral (taken as a whole), the Facility Documents, or any Secured Partyâ€™s interest in the Collateral.(e)Access to Records and Documents. It shall permit the Administrative Agent (or any Person designated by the Administrative Agent as its agent or representative, subject to delivery of standard confidentiality agreements) to, upon reasonable advance notice and during normal business hours, visit and inspect and make copies thereof at reasonable intervals its books, records and accounts relating to the Collateral, the Borrower, the Facility Documents and the performance of the Servicer under the Facility Documents and to discuss the foregoing with its and such Personâ€™s applicable officers, partners, employees and accountants; provided that so long as no Event of Default has occurred the Borrower shall be responsible for-105-all costs and expenses for only one such visit per fiscal year by the Lenders and the Administrative Agent. The Administrative Agent shall be permitted to schedule such visits on behalf of the Lenders and shall (1) coordinate in good faith with the Lenders to determine dates which are acceptable to a majority of the Lenders and whenever possible occur on one such date as a single group and (2) provide 10 daysâ€™ prior notice to the Lenders of any such visit and any Lender shall be permitted to accompany the Administrative Agent in such visit.(f)Information and Reports. Each Notice of Borrowing, each Payment Date Report and all other written information, reports, certificates and statements furnished by or on behalf of it to any other Secured Party for purposes of or in connection with this Agreement, the other Facility Documents or the transactions contemplated hereby or thereby shall be true, complete and correct in all material respects as of the date such information is stated or certified; provided that solely with respect to information furnished by the Servicer which was provided to the Servicer from an Obligor with respect to a Collateral Loan, such information shall only need to be true, complete and correct to the actual knowledge of the Servicer; provided further that, with respect to projected financial information, the Servicer represents only that such information represents the Servicerâ€™s good faith estimates as of the date of preparation thereof, based upon methods and data the Servicer believes to be reasonable and accurate, but actual results during the periods covered by such projections may differ materially from such projections.(g)Collections. It shall direct any agent or administrative agent for any Collateral Loan to remit all payments and collections with respect to such Collateral Loan and, if applicable, to direct the Obligor with respect to such Collateral Loan to remit all such payments and collections with respect to such Collateral Loan directly to the Collection Account.(h)Priority of Payments. It shall instruct the Collateral Agent to apply all Interest Proceeds and Principal Proceeds solely in accordance with the Priority of Payments and the other provisions of this Agreement.(i)Anti-Corruption Laws and Sanctions. The Servicer shall maintain policies and procedures designed to prevent violation of any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction. The Servicer shall not use the proceeds of the loan hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, sister company, joint venture partner or any other Person (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions, any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction by any Person (including any Person participating in the loan hereunder, whether as underwriter, advisor, investor, lender, hedge provider, facility or security agent or otherwise).-106-Section 5.03A A A A Negative Covenants of the Borrower.A A A The Borrower covenants and agrees that, until the Collection Date:(a)Restrictive Agreements. It shall not enter into or suffer to exist or permit to become effective any agreement that prohibits, limits or imposes any condition upon its ability to create, incur, assume or suffer to exist any Lien (other than Permitted Liens) upon any of its property or revenues constituting Collateral, whether now owned or hereafter acquired, to secure its obligations under the Facility Documents other than this Agreement and the other Facility Documents.(b)Liquidation; Merger; Sale of Collateral. It shall not consummate any plan of liquidation, dissolution, partial liquidation, merger, consolidation or division (or suffer any liquidation, dissolution or partial liquidation) nor sell, transfer, exchange or otherwise dispose of any of its assets, or enter into an agreement or commitment to do so or enter into or engage in any business with respect to any part of its assets, except as expressly permitted by this Agreement and the other Facility Documents (including in connection with the repayment in full of the Obligations).(c)Amendments to Constituent Documents, Etc. Without the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed), (i) it shall not amend, modify or take any action inconsistent with its Constituent Documents and (ii) it will not amend, modify or waive in any material respect any term or provision in any Facility Document (other than in accordance with the respective terms thereof).(d)ERISA. It shall not establish or incur any liability or obligation with respect to any Plan or Multiemployer Plan and no member of the ERISA Group shall establish or incur any liability or obligation with respect to any Plan or Multiemployer Plan that in each case would reasonably be expected to result in a Material Adverse Effect.(e)Liens. It shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any of its assets now owned or hereafter acquired by it at

any time, except for Permitted Liens or as otherwise expressly permitted by this Agreement and the other Facility Documents.(f)Margin Requirements; Covered Transactions. It shall not (i) extend credit to others for the purpose of buying or carrying any Margin Stock in such a manner as to violate Regulation T or Regulation U or (ii) use all or any part of the proceeds of any Advance, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that violates the provisions of the Regulations of the Board of Governors, including, to the extent applicable, Regulation U and Regulation X.(g)Changes to Filing Information; Change of Location of Underlying Instruments. It shall not change its name or its jurisdiction of organization from that referred to in Section 4.01(a), unless it gives thirty (30) daysâ€™ (or such shorter period as agreed to by the Administrative Agent) prior written notice to the Agents and takes all actions that the Administrative Agent or the Required Lenders (through the Administrative Agent) reasonably request and determine to be necessary to protect and perfect the Collateral Agentâ€™s perfected-107-security interest in the Collateral. It shall not, without the prior consent of the Administrative Agent, consent to the Collateral Agent moving any Certificated Securities or Instruments, unless the Borrower has given at least ten (10) daysâ€™ (or such shorter period as agreed to by the Administrative Agent) written notice to the Administrative Agent and has taken all actions required under the UCC of each relevant jurisdiction in order to ensure that the Collateral Agentâ€™s first priority perfected security interest (subject to Permitted Liens) continues in full effect.(h)Transactions with Affiliates. It shall not sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, the Servicer, the Equityholder and/or any of their Affiliates (including sales of Defaulted Collateral Loans and other Collateral Loans), unless(x) such transaction is upon terms no less favorable to the Borrower than it would obtain in a comparable armâ€™s length transaction with a Person that is not an Affiliate (it being agreed that any purchase or sale at par shall be deemed to comply with this provision) or (y) the Borrower has received the prior written consent of the Administrative Agent with respect to such transaction. Notwithstanding the foregoing or anything to the contrary contained herein, nothing shall prohibit Borrower from (i) transferring or distributing the Collateral Loans to the Equityholder or an Affiliate of the Equityholder, as applicable, in accordance with Article X, (ii) making Permitted Distributions (in accordance with the definition thereof) to the Equityholder, (iii) making Permitted Tax Distributions (in accordance with the definition thereof) or (iv) effecting any transactions in accordance with the terms of the Loan Sale Agreement.(i)Investment Company Restriction. It shall not and shall not permit the pool of Collateral to become required to register as an â€œinvestment companyâ€ under the Investment Company Act.(j)Anti-Corruption and Sanctions. The Borrower shall ensure that policies and procedures applicable to it are maintained that are designed to prevent violation of any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction. The Borrower shall not use the proceeds of the loan hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, sister company, joint venture partner or any other Person (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions, any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction by any Person (including any Person participating in the loan hereunder, whether as underwriter, advisor, investor, lender, hedge provider, facility or security agent or otherwise).(k)[Reserved].(l)[Indebtedness; Guarantees; Securities; Other Assets. It shall not incur or assume or guarantee any indebtedness, obligations (including contingent obligations) or other liabilities, or issue any additional securities, whether debt or equity, in each case other than (i) pursuant to or as expressly permitted by this Agreement and the other Facility Documents, including expenses payable in the ordinary course of business, (ii) obligations under its-108-Constituent Documents or (iii) pursuant to customary indemnification, expense reimbursement and similar provisions under the Related Documents. It shall not acquire any Collateral Loan or other property other than as expressly permitted under the Facility Documents, it being understood and agreed that the Borrower shall be permitted to acquire Collateral Loans from the Servicer, the Equityholder and/or their Affiliates and from unaffiliated third parties.(m)Validity of this Agreement. It shall not (i) take any action or omit to take any action, the result of which would permit the validity or effectiveness of any Facility Document or any grant of Collateral under this Agreement to be impaired, or permit the Lien of this Agreement to be amended, hypothecated, subordinated, terminated or discharged, or take any action or omit to take any action, the result of which would permit any Person to be released from any covenant or obligation with respect to this Agreement and (ii) except as permitted by any Facility Document, take any action that would permit the Lien of this Agreement not to constitute a valid first priority perfected security interest in the Collateral (subject to Permitted Liens).(n)Subsidiaries. It shall not have or permit the formation of any subsidiaries, except in connection with the receipt of equity securities pursuant to an exercise of remedies with respect to a Collateral Loan or any work-out or restructuring of a Collateral Loan.(o)Name. It shall not conduct business under any name other than its own.(p)Employees. It shall not have any employees.(q)Non-Petition. It shall not be party to any agreements under which it has any material obligation or liability (direct or contingent) without using commercially reasonable efforts to include customary â€œnon-petitionâ€ and â€œlimited recourseâ€ provisions therein (and shall not amend or eliminate such provisions in any agreement to which it is party), except for loan agreements, related loan documents, any agreements related to the purchase and sale of any Collateral Loan which contain customary (as determined by the Servicer) purchase or sale terms or which are documented using customary (as determined by the Servicer) loan trading documentation in connection with the Collateral Loans and any agreement that does not impose a material obligation on the Borrower and that is of a type that customarily does not include â€œnon-petitionâ€ or â€œlimited recourseâ€ provisions (including customary service contracts and engagement letters entered into with third party service providers (including independent accountants and providers of independent directors)).(r)Certificated Securities. It shall not acquire or hold any Certificated Securities in bearer form in a manner that does not satisfy the requirements of United States Treasury Regulations section 1.165-12(c) (as determined by the Servicer).Section 5.04Â A Â A Covenants of the Equityholder. The Equityholder covenants and agrees that, until the Collection Date:(a)Compliance with Agreements, Laws, Etc. It shall (i) duly observe and comply in all material respects with all Applicable Laws relative to the conduct of its business or to its assets, (ii) preserve and keep in full force and effect its legal existence, (iii) preserve and keep in full force and effect its rights, privileges, qualifications and franchises, except where the-109-failure to do so could not reasonably be expected to result in a Material Adverse Effect, (iv) comply with the terms and conditions of each Facility Document to which it is a party and its Constituent Documents and (v) obtain, maintain and keep in full force and effect all Governmental Authorizations, Private Authorizations and Governmental Filings which are necessary to properly carry out its business and the transactions contemplated to be performed by it under the Facility Documents to which it is a party and its Constituent Documents, except, in the case of clause (v), where the failure to do so would not reasonably be expected to have a Material Adverse Effect.(b)Other Information. It shall provide to the Administrative Agent or cause to be provided to the Administrative Agent (with enough additional copies for each Lender) promptly following any reasonable request by the Administrative Agent or any Lender, all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable â€œknow your customer,â€ anti-money laundering and sanctions rules and regulations, including the PATRIOT Act.(c)Anti-Corruption Laws and Sanctions. The Equityholder shall maintain policies and procedures designed to prevent violation of any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction. The Equityholder shall not use the proceeds of the loan hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, sister company, joint venture partner or any other Person (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions, any applicable anti-bribery, anti-corruption, anti-terrorism or anti-money laundering laws, regulations or rules in any applicable jurisdiction by any Person (including any Person participating in the loan hereunder, whether as underwriter, advisor, investor, lender, hedge provider, facility or security agent or otherwise).(d)Separateness. The Equityholder shall not take any action that causes, or omit to take any action that results in, the Borrowerâ€™s failure to comply with any of its covenants in Section 5.05 and the Equityholder shall take all other actions necessary to maintain the accuracy of the factual assumptions set forth in the legal opinions of Latham & Watkins LLP, as special counsel to the Borrower, issued on the Closing Date and relating to the issues of substantive consolidation.(e)Liens. The Equityholder shall neither pledge (nor permit to be pledged) the equity interests in the Borrower nor otherwise permit any equity interests of the Borrower to be subject to a Lien other than Permitted Liens.Section 5.05 Certain Undertakings Relating to Separateness. Without limiting any, and subject to all, other covenants of the Borrower, the Equityholder and the Servicer contained in this Agreement, the Borrower (the Servicer in acting on behalf or for the benefit of the Borrower and the Equityholder in acting on behalf of the Borrower as the member of the Borrower) shall conduct its business and operations in accordance with Section 9(j) of the LLC Agreement.-110-ARTICLE VI EVENTS OF DEFAULTSection 6.01 Events of Default. â€œEvent of Default,â€ wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):(a) a default in the payment, when due and payable, of (x) any principal in respect of the Advances or (y) any interest or other payment required to be made pursuant to this Agreement or any other Facility Document and if such date is not the Final Maturity Date, such default, solely in the case of this clause (y), has not been cured within three (3) Business Days after written notice thereof by the Administrative Agent; provided, that, in the case of clauses (x) and (y) on a date other than on the Final Maturity Date resulting solely from an administrative error or omission by the Administrative Agent, the Collateral Agent, the Securities Intermediary or any paying agent, such default continues for a period of two (2) Business Days and five (5) Business Days, respectively, after the Administrative Agent, the Collateral Agent or the Securities Intermediary receives written notice or a Responsible Officer of such party has actual knowledge of such administrative error or omission;(b) any failure by the Borrower to deposit or credit, or to deliver for deposit, in the Covered Accounts any amount required hereunder to be so deposited credited or delivered by it, on or before the date occurring three (3) Business Days after the date such deposit or distribution is required to be made by the Servicer;(c) the Borrower or the pool of Collateral becomes an investment company required to be registered under the Investment Company Act;(d)except as otherwise provided in this Section 6.01, a default in the performance, or breach, of any covenant or agreement of the Borrower or Equityholder under this Agreement or the other Facility Documents to which it is a party (it being understood, without limiting the generality of the foregoing, that any failure to meet any Concentration Limitation, the Collateral Quality Test or any Coverage Test is not an Event of Default under this clause (d)), or the failure of any representation or warranty of the Borrower or the Equityholder made in this Agreement or in any other Facility Document to be correct, in each case, in all material respects when the same shall have been made, and the continuation of such default, breach or failure for a period of thirty (30) days after the earlier of (i) written notice to the Borrower and the Servicer (which may be by e-mail) by either Agent, and (ii) a Responsible Officer of the Borrower or the Servicer has acquired actual knowledge thereof; provided that if such default, breach or failure cannot be cured, such Event of Default shall occur immediately after receipt by the Borrower of such written notice from the Administrative Agent;(e) the Borrower ceases to have a valid ownership interest in all of the Collateral (subject to Permitted Liens);-111-(f) the Borrower assigns any of its rights, obligations, or duties under the Facility Documents without the prior written consent of each Lender;(g) the Borrowerâ€™s assets (or the Collateral) constitute â€œplan assetsâ€ for purposes of the Plan Asset Rule;(h) (i) any Facility Document or any material provision thereof shall (except in accordance with its terms) terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Borrower, the Equityholder or the Servicer, (ii) the Borrower, the Equityholder, the Servicer or any Governmental Authority shall, directly or indirectly, contest in any manner the effectiveness, validity, binding nature or enforceability of any Facility Document or any Lien purported to be created thereunder, or (iii) any Lien securing any obligation under any Facility Document shall, in whole or in part, cease to be a first priority perfected security interest of the Collateral Agent, except as otherwise permitted in accordance with the Facility Documents (subject to Permitted Liens);(i) an Insolvency Event relating to the Borrower or the Equityholder;(j) failure to reduce the Advances to \$ 0 by the Final Maturity Date;(k) [reserved];(l) the occurrence of an OC Ratio Breach and such OC Ratio Breach remains unremedied for a period of 10 consecutive Business Days without being cured;(m) the rendering of one or more final judgments, decrees or orders by a court or arbitrator of competent jurisdiction for the payment of money in excess individually or in the aggregate of the Dollar Equivalent of \$250,000, with respect to the Borrower (net of amounts covered by insurance), and the Borrower shall not have either (i) discharged or provided for the discharge of any such judgment, decree or order in accordance with its terms or (ii) perfected a timely appeal of such judgment, decree or order and caused the execution of same to be stayed during the pendency of the appeal, in each case, within sixty (60) days from the date of entry thereof;(n) the Borrower fails to have at least one Independent Director; provided that the resignation of an Independent Director or the removal of an Independent Director for â€œcauseâ€ shall not affect this clause (n) unless the Borrower fails to appoint a new Independent Director within ten (10) Business Days of the effective date of such removal or resignation;(o) any Payment Date Report shall fail to be delivered when due and such failure shall continue for three (3) Business Days after receipt of written notice thereof to the Borrower and the Servicer by the Administrative Agent;(p) (i) a Servicer Removal Event or (ii) a Change of Control occurs;(q) (i) the Internal Revenue Service shall file notice of a Lien pursuant to Section 6321 of the Code with regard to any asset of the Borrower and such Lien shall not have-112-been released within five (5) Business Days or (ii) the PBGC shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any asset of the Borrower and such Lien shall not have been released within five (5) Business Days;(r) the failure of the Borrower or any of its subsidiaries to make any payment when due (after giving effect to any related grace period set forth in the related agreements) under one or more agreements for borrowed money to which it is a party in an amount in excess of the Dollar Equivalent of \$250,000, with respect to the Borrower and its subsidiaries, whether or not such failure is waived pursuant to the related agreement;(s) the Borrower shall have made payments to settle any litigation, claim or dispute totaling more than, in the aggregate, the Dollar Equivalent of \$250,000, with respect to the Borrower and its subsidiaries (net of amounts covered by insurance); or(t) the Borrower shall fail to qualify as a bankruptcy-remote entity based on customary criteria such that Borrowerâ€™s special counsel or any other reputable counsel could no longer render a substantive non-consolidation opinion with respect to the Borrower.Upon a Responsible Officer of the Borrower or the Servicer obtaining actual knowledge of the occurrence of an Event of Default, each of the Borrower and the Servicer shall promptly (and in any event within two (2) Business Days) notify each other and the Agents, specifying each specific Event of Default that has then occurred as well as all other Events of Default that are then known to be continuing. Upon the occurrence of an Event of Default actually known to a Responsible Officer of the Collateral Agent, the Collateral Agent shall promptly notify the Administrative Agent (which will notify the Lenders promptly) of such Event of Default in writing.Upon the occurrence and during the continuance of any Event of Default, in addition to all rights and remedies specified in this Agreement and the other Facility Documents, including Article VII, and the rights and remedies of a secured party under Applicable Law, including the UCC, the Administrative Agent shall, at the request of, or may with the consent of, the Required Lenders, by notice to the Borrower (with a copy to the Collateral Agent), do any one or more of the following: (1) declare the Individual Lender Maximum Funding Amounts to be terminated, whereupon the Individual Lender Maximum Funding Amounts shall be terminated, and (2) declare the principal of and the accrued interest on the Advances and all other Obligations whatsoever payable by the Borrower hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby waived by the Borrower; provided that, upon the occurrence of any Event of Default described in clause (i) of this Section 6.01, the Individual Lender Maximum Funding Amounts shall automatically terminate and the Advances and all such other amounts shall automatically become due and payable, without any further action by any party.In addition, upon the occurrence and during the continuation of an Event of Default (and with respect to the remedy provided in clause (w) below, upon the occurrence and during the continuation of an Event of Default described in clause (p) (i) above), following written notice by the Administrative Agent (provided in its sole discretion or at the direction of-113-the Required Lenders) to the Servicer of the exercise of control rights with respect to the Collateral, the Administrative Agent may exercise such rights, including: (v) the exercise of the Servicerâ€™s rights and obligations under the Facility Documents, including its unilateral power to(A) consent to modifications to Collateral Loans, (B) take any discretionary action with respect to Collateral Loans and (C) direct the acquisition, sales and other dispositions of Collateral Loans to be immediately terminated; (w) subject to delivery of a Servicer Removal Notice, remove the Servicer and transfer of the Servicerâ€™s rights and obligations under the Facility Documents to a Replacement Servicer; (x) if the Servicer is not terminated or otherwise replaced, to require the Servicer to obtain the consent of the Administrative Agent before agreeing to any modification of any Collateral Loan, taking any discretionary action with respect to any Collateral Loan or causing the Borrower to sell or otherwise dispose of any Collateral Loan; (y) if the Servicer is not terminated or otherwise replaced, to require the Servicer to cause the Borrower to sell or otherwise dispose of any Collateral Loan as directed by the Administrative Agent pursuant to Section 7.03, and (z) with respect to any specific Collateral Loan, to require the Servicer to take such discretionary action with respect to such Collateral Loan as directed by the Administrative Agent.Section 6.02Â A Â A OC Ratio Breach Cures.Â A Â A (a)Â A Â A Notwithstanding anything to the contrary in this Agreement, if an OC Ratio Breach has occurred, within ten (10) Business Days of the occurrence of such OC Ratio Breach, the Equityholder may, but shall not be required to, cure such condition by effecting one or more (or any

combination thereof) of the following actions in order to cure such OC Ratio Breach as of such date of determination: (i) making a cash payment into the Principal Collection Subaccount in an amount (which shall be in increments of \$500,000) that would cause such OC Ratio Breach to be cured after giving effect to such payment into the Principal Collection Subaccount (any such payment, an "OC Ratio Posting Payment"); (ii) repaying or causing the Borrower to repay outstanding Advances, and/or(iii) subject to the approval of the Administrative Agent, in its sole discretion, by assignment and contribution of additional Eligible Collateral Loans to the Borrower.(b)No later than 3:00 p.m. on the Business Day prior to the proposed repayment of outstanding Advances or assignment of additional Eligible Collateral Loans pursuant to Section 6.02(a), the Borrower (or the Equityholder on its behalf) shall deliver (i) to the Administrative Agent (with a copy to the Collateral Agent) notice of such repayment or assignment and a duly completed Borrowing Base Calculation Statement, updated to the date such repayment or assignment is being made and giving pro forma effect to such repayment or assignment, and (ii) to the Administrative Agent, if applicable, a description of any Eligible Collateral Loan and each Obligor of such Eligible Collateral Loan to be assigned and added to the Data File. Any notice pertaining to any repayment or any assignment pursuant to this Section 6.02 shall be irrevocable.ARTICLE VIIPLEDGE OF COLLATERAL; RIGHTS OF THE COLLATERAL AGENTSection 7.01A A A Grant of Security.A A A (a)A A A The Borrower hereby grants, pledges, transfers and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for all Obligations, a continuing security interest in, and a Lien upon, all of-114-the Borrower's right, title and interest in, to and under, the following property, in each case whether tangible or intangible, wheresoever located, and whether now owned by the Borrower or hereafter acquired and whether now existing or hereafter coming into existence (in each case excluding the Excluded Amounts) (all of the property described in this Section 7.01(a) being collectively referred to herein as the "Collateral");(i)all Collateral Loans and Related Documents (including those listed, as of the Closing Date, in Schedule 3), both now and hereafter owned, including all Collections and other Proceeds thereon or with respect thereto;(ii)each Covered Account and all Money and all investment property (including all securities, all security entitlements with respect to such Covered Account and all financial assets carried in such Covered Account) from time to time on deposit in or credited to each Covered Account;(iii)all interest, dividends, distributions and other Money or property of any kind distributed in respect of the Collateral Loans of the Borrower, which the Borrower is entitled to receive, including all Collections in respect of its Collateral Loans;(iv)each Facility Document and all rights, remedies, powers, privileges and claims under or in respect thereto (whether arising pursuant to the terms thereof or otherwise available to the Borrower at law or equity), including the right to enforce each such Facility Document and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect thereto, to the same extent as the Borrower could but for the assignment and security interest granted to the Collateral Agent under this Agreement;(v)all Cash or Money;(vi)all loans and investments and, in each case as defined in the UCC, securities, accounts, chattel paper, deposit accounts, instruments, financial assets, investment property, general intangibles, letter-of-credit rights, and supporting obligations of the Borrower, and all other property of any type or nature in which the Borrower has an interest (including the equity interests of each subsidiary of the Borrower), and all property of the Borrower which is delivered to the Collateral Agent by or on behalf of the Borrower (whether or not constituting Collateral Loans or Eligible Investments);(vii)all Liens, property, guaranties, supporting obligations, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of the assets, investments and properties described above; and(viii)all Proceeds of any and all of the foregoing.(b)A A A All terms used in this Section 7.01 but not defined in Section 1.01 shall have the respective meanings assigned to such terms in the UCC as applicable.-115-Section 7.02 Release of Security Interest. Upon the Collection Date or pursuant to Section 8.08, the Collateral Agent, on behalf of the Secured Parties, shall, at the expense of the Borrower, promptly execute, deliver and file or authorize for filing such instruments as the Borrower shall reasonably request in order to reassign, release or terminate the Secured Parties' security interest in the Collateral. The Secured Parties acknowledge and agree that upon the sale or disposition of any Collateral by the Borrower in compliance with the terms and conditions of this Agreement, the security interest of the Secured Parties in such Collateral shall automatically and immediately terminate and the Collateral Agent, on behalf of the Secured Parties, shall, at the expense of the Borrower, execute, deliver and file or authorize for filing such instrument as the Borrower shall reasonably request to reflect or evidence such termination. Any and all actions under this Article VII in respect of the Collateral shall be without any recourse to, or representation or warranty by any Secured Party and shall be at the sole cost and expense of the Borrower.Section 7.03 Rights and Remedies. The Collateral Agent (for itself and on behalf of the other Secured Parties) shall have all of the rights and remedies of a secured party under the UCC and other Applicable Law. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent or its designees shall, at the written direction of the Administrative Agent or the Required Lenders acting through the Administrative Agent, (a) instruct the Borrower to deliver any or all of the Collateral, the Related Documents and any other document relating to the Collateral to the Collateral Agent or its designees and otherwise give all instructions for the Borrower regarding the Collateral; (b) sell or otherwise dispose of the Collateral in a commercially reasonable manner, all without judicial process or proceedings; (c) take control of the Proceeds of any such Collateral; (d) subject to the provisions of the applicable Related Documents, exercise any consensual or voting rights in respect of the Collateral; (e) release, make extensions, discharges, exchanges or substitutions for, or surrender all or any part of the Collateral; (f) enforce the Borrower's rights and remedies with respect to the Collateral;(g) institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Collateral; (h) require that the Borrower immediately take all actions necessary to cause the liquidation of the Collateral in order to pay all amounts due and payable in respect of the Obligations, in accordance with the terms of the Related Documents; (i) redeem any asset of the Borrower to pay amounts due and payable in respect of the Obligations; (j) make copies of all books, records and documents relating to the Collateral; and (k) endorse the name of the Borrower upon any items of payment relating to the Collateral or upon any proof of claim in bankruptcy against an account debtor. To the extent permitted by applicable law, each of the Borrower, the Servicer and the Equityholder waive all claims, damages and demands it may acquire against the Administrative Agent, the Collateral Agent and the Secured Parties arising out of the exercise by the Administrative Agent or the Collateral Agent of any of their rights hereunder, except for any claims, damages and demands it may have against the Administrative Agent or the Collateral Agent arising from the willful misconduct or gross negligence of the Administrative Agent or the Collateral Agent or their affiliates, or any agents or employees of the foregoing.The Borrower hereby agrees that, upon the occurrence and during the continuance of an Event of Default, at the request of either Agent or the Required Lenders (acting through the Administrative Agent), it shall execute all documents and agreements which are necessary or-116-appropriate to have the Collateral to be assigned to the Collateral Agent or its designee. For purposes of taking the actions described in clauses (a) through (k) of this Section 7.03 the Borrower hereby irrevocably appoints the Collateral Agent as its attorney-in-fact (which appointment being coupled with an interest and is irrevocable while any of the Obligations remain unpaid), with power of substitution, in the name of the Collateral Agent or in the name of the Borrower or otherwise, for the use and benefit of the Collateral Agent, but at the cost and expense of the Borrower and, except as expressly required by Applicable Law, without notice to the Borrower.Each of the Borrower, the Servicer and the Equityholder recognizes that the Administrative Agent may be unable to effect a public sale of any or all of the Collateral, by reason of certain prohibitions contained in the Securities Act, and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such item of Collateral for their own account for investment and not with a view to the distribution or resale thereof. Each of the Borrower, the Servicer and the Equityholder acknowledges and agrees that any such private sale may result in prices and other terms less favorable to the Administrative Agent on behalf of the Secured Parties than if such sale were a public sale and, notwithstanding such circumstances, agree that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of being a private sale.Each of the Borrower, the Servicer and the Equityholder further agrees that a breach of any of their covenants contained in this Section 7.03 will cause irreparable injury to the Administrative Agent and the Secured Parties, that the Administrative Agent and the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 7.03 shall be specifically enforceable against the Borrower, the Servicer and the Equityholder, and each of the Borrower, the Servicer and the Equityholder hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under this Agreement or any defense relating to the Administrative Agent's willful misconduct or gross negligence.Pursuant to the UCC, each of the Borrower, the Servicer and the Equityholder hereby specifically agrees (x) that it shall not raise any objection to any Secured Party's purchase of the Collateral (through bidding on the obligations or otherwise) and (y) that a foreclosure sale conducted in conformity with the principles set forth in the No Action Letters promulgated by the SEC staff (1) shall be considered to be a "public" sale for purposes of the UCC, (2) shall be considered commercially reasonable notwithstanding that the Secured Party has not registered or sought to register the Collateral under the Securities Act, even if the Borrower agrees to pay all costs of the registration process, and (3) shall be considered to be commercially reasonable notwithstanding that the Secured Party purchases the Collateral at such a sale.Each of the Borrower, the Servicer and the Equityholder agrees that neither the Administrative Agent nor the Collateral Agent shall have any general duty or obligation to make any effort to obtain or pay any particular price for any Collateral sold by the Administrative Agent or the Collateral Agent pursuant to this Agreement. Each of the Borrower, the Servicer-117-and the Equityholder hereby agrees that the Administrative Agent or the Collateral Agent shall have the right to conduct, and shall not incur any liability as a result of, the sale of any Collateral, or any part thereof, at any sale conducted in a commercially reasonable manner, it being agreed by the parties hereto that some or all of the Collateral is or may be of one or more types that threaten to decline speedily in value. The Borrower, the Servicer and the Equityholder hereby waive any claims against the Administrative Agent and the Collateral Agent arising by reason of the fact that the price at which any of the Collateral may have been sold at a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Borrower's obligations under this Agreement, even if the Administrative Agent or the Collateral Agent accepts the first bid received and does not offer any Collateral to more than one bidder, provided that Administrative Agent or the Collateral Agent has acted in a commercially reasonable manner in conducting such private sale. Without in any way limiting the Administrative Agent's or the Collateral Agent's right to conduct a foreclosure sale in any manner which is considered commercially reasonable, each of the Borrower, the Servicer and the Equityholder hereby agrees that any foreclosure sale conducted in accordance with the following provisions shall be considered a commercially reasonable sale, and each of the Borrower, the Servicer and the Equityholder hereby irrevocably waives any right to contest any such sale conducted in accordance with the following provisions:(1)the Administrative Agent or the Collateral Agent conducts such foreclosure sale in the State of New York;(2)such foreclosure sale is conducted in accordance with the laws of the State of New York; and(3)not more than thirty days before, and not less than three Business Days in advance of such foreclosure sale, the Administrative Agent or the Collateral Agent notifies the Borrower, the Servicer and the Equityholder at the address set forth herein of the time and place of such foreclosure sale.In connection with the sale of the Collateral following the acceleration of the Obligations (and notification thereof to the Borrower, the Equityholder and the Servicer), the Equityholder, the Servicer and their respective Affiliates shall have the right to purchase any or all of the Collateral, in each case by paying to the Collateral Agent in immediately available funds, an amount equal to all outstanding Obligations (other than contingent indemnification and reimbursement obligations which are unknown, unmatu-118-red and/or for which no claim giving rise thereto has been asserted). If the Equityholder, the Servicer and their respective Affiliates fail to exercise this purchase right within ten (10) days following such acceleration of the Obligations (and notification thereof), then such contractual rights shall be irrevocably forfeited by the Equityholder, the Servicer and all Affiliates thereof, but nothing herein shall prevent the Equityholder, the Servicer or their respective Affiliates from bidding at any sale of such Collateral.Notwithstanding anything in this Section 7.03 to the contrary, the Collateral Agent shall be under no duty or obligation to take any affirmative action to exercise or enforce any power, right or remedy available to it under this Agreement unless and to the extent expressly so directed by the Administrative Agent or the Required Lenders, as applicable.-118-provided that the Collateral Agent shall not be required to take any action hereunder at the direction of the Administrative Agent or any Secured Party if such action would, in the reasonable determination of the Collateral Agent (x) be in violation of or contrary to applicable law or any provisions of this Agreement or other Facility Document or (y) expose the Collateral Agent to liability unless it has received reasonably satisfactory indemnity with respect thereto.All sums paid or advanced by the Collateral Agent in connection with the foregoing and all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees and expenses) incurred in connection therewith, together with interest thereon at the Post-Default Rate from the date of payment until repaid in full, shall be paid by the Borrower to the Collateral Agent from time to time on demand in accordance with the Priority of Payments and shall constitute and become a part of the Obligations secured hereby.Section 7.04 Remedies Cumulative. Each right, power, and remedy of the Agents and the other Secured Parties, or any of them, as provided for in this Agreement or in the other Facility Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the other Facility Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by either of the Agents or any other Secured Party of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such Persons of any or all such other rights, powers, or remedies.Section 7.05A A A Related Documents. (a) Each of the Borrower and the Servicer hereby agrees that, to the extent not expressly prohibited by the terms of the Related Documents, after the occurrence and during the continuance of an Event of Default, it shall (i) upon the written request of either Agent, promptly forward to such Person all material information and notices which it receives under or in connection with the Related Documents relating to the Collateral, (ii) upon the written request of the Administrative Agent, promptly forward to the Administrative Agent any reasonably requested information relating to any specified Collateral Loans and (iii) upon the written request of either Agent, act and refrain from acting in respect of any request, act, decision or vote under or in connection with the Related Documents relating to the Collateral only in accordance with the direction of the Administrative Agent (in its reasonable discretion).(b) The Borrower agrees that, to the extent the same shall be in the Borrower's possession, it will hold all Related Documents relating to the Collateral in trust for the Collateral Agent on behalf of the Secured Parties, and upon request of either Agent following the occurrence and during the continuance of an Event of Default or as otherwise provided herein, promptly deliver the same to the Collateral Agent or its designee. In addition, in accordance with the Custodian Agreement, promptly (and in any event, within five (5) Business Days) following its acquisition of any Collateral Loan, the Borrower shall deliver to the Custodian, to the extent applicable, copies of the Related Documents.Section 7.06A A A Borrower Remains Liable. (a) Notwithstanding anything herein to the contrary, (i) the Borrower shall remain liable under the contracts and agreements included in-119-and relating to the Collateral (including the Related Documents) to the extent set forth therein, and shall perform all of its duties and obligations under such contracts and agreements to the same extent as if this Agreement had not been executed, and (ii) the exercise by any Secured Party of any of its rights hereunder shall not release the Borrower from any of its duties or obligations under any such contracts or agreements included in the Collateral.(b) No obligation or liability of the Borrower is intended to be assumed by the Administrative Agent or any other Secured Party under or as a result of this Agreement or the other Facility Documents, or the transactions contemplated hereby or thereby, including under any Related Document or any other agreement or document that relates to Collateral and, to the maximum extent permitted under provisions of Law, the Administrative Agent and the other Secured Parties expressly disclaim any such assumption.Section 7.07 Protection of Collateral. The Borrower shall from time to time execute, deliver, file and/or authorize the filing of all UCC-1 financing statements and continuation statements and the equivalent thereof in any applicable foreign jurisdiction, if applicable, instruments of further assurance and other instruments, and shall take such other action as may be necessary or advisable to secure the rights and remedies of the Secured Parties hereunder and to:(a)grant security more effectively on all or any portion of the Collateral;(b)maintain, preserve and perfect any grant of security made or to be made by this Agreement including the first priority nature of the Lien granted hereunder or to carry out more effectively the purposes hereof;(c)perfect, publish notice of or protect the validity of any grant made or to be made by this Agreement (including any and all actions necessary as a result of changes in Law);(d)enforce any of the Collateral or other instruments or property included in the Collateral;(e)preserve and defend title to the Collateral and the rights therein of the Collateral Agent and the Secured Parties in the Collateral against the claims of all third parties; and(f)pay or cause to be paid any and all taxes levied or assessed upon all or any part of the Collateral.The Borrower hereby designates the Collateral Agent as its agent and attorney in fact to prepare and file any UCC-1 financing statement and continuation statement and the equivalent thereof in any applicable foreign jurisdiction, if applicable, and all other instruments, and take all other actions, required pursuant to this Section 7.07 if the Borrower fails to take any such action within ten (10) Business Days after either Agent's request therefor. Such designation shall not impose upon the Collateral Agent or the Administrative Agent or any other Secured Party, or release or diminish, the Borrower's obligations under this Section 7.07. The Borrower further authorizes the Collateral Agent to file UCC-1 financing statements or the equivalent -120-theof in any foreign jurisdiction, if applicable, that name the Borrower as debtor and the Collateral Agent as secured party and that describes all assets in which the debtor now or hereafter has

rightsâ€as to the Collateral in which the Collateral Agent has a grant of security hereunder.ARTICLE VIIIACCOUNTS, ACCOUNTINGS AND RELEASESSection 8.01A A A Collection of Money.A A A Except as otherwise expressly provided herein, the Administrative Agent may and the Collateral Agent shall at the direction of the Administrative Agent demand payment or delivery of, and shall collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all Money and other property payable to or receivable by the Collateral Agent pursuant to this Agreement, including all payments due on the Collateral, in accordance with the terms and conditions of such Collateral. The Collateral Agent shall segregate and hold all such Money and property received by it for the benefit of the Secured Parties and shall apply it as provided in this Agreement. Each Covered Account shall be established and maintained under the Account Control Agreement with a Qualified Institution. Any Covered Account may contain any number of subaccounts for the convenience of the Collateral Agent or as required by the Servicer for convenience in administering the Covered Account or the Collateral.Section 8.02A A A Collateral Account and Collection Account. (a) In accordance with this Agreement and the Account Control Agreement, the Borrower shall, on or prior to the Closing Date, establish at the Securities Intermediary (i) the â€Collateral Account,â€ which shall be maintained with the Securities Intermediary in accordance with the Account Control Agreement and which shall be subject to the Lien of the Collateral Agent, and (ii) the â€Collection Accountâ€ which shall be maintained with the Securities Intermediary in accordance with the Account Control Agreement, which shall be subject to the Lien of the Collateral Agent and which shall consist of five segregated subaccounts, one of which will be designated the â€Interest Collection Subaccount,â€ one of which will be designated the â€Principal Collection Subaccount,â€ one of which will be designated the â€CAD Collection Account,â€ one of which will be designated the â€EUR Collection Accountâ€ and one of which will be designated the â€GBP Collection Accountâ€. The Collateral Agent shall from time to time deposit into the Interest Collection Subaccount, in addition to the deposits required pursuant to Section 8.06(a), promptly upon receipt thereof, all Interest Proceeds received by the Collateral Agent. The Collateral Agent shall deposit promptly upon receipt thereof all other amounts remitted to the Collection Account into the Principal Collection Subaccount including, in addition to the deposits required pursuant to Section 8.06(a), all Principal Proceeds (unless simultaneously reinvested in additional Collateral Loans in accordance with Article X or in Eligible Investments or required to be deposited in the Revolving Reserve Account pursuant to Section 8.04) received by the Collateral Agent. All Monies deposited from time to time in the Collection Account pursuant to this Agreement shall be held by the Collateral Agent as part of the Collateral and shall be applied to the purposes herein provided. Subject to Section 8.02(c), amounts in the Collection Account shall be reinvested pursuant to Section 8.06(a). Other than as expressly set forth herein, the Collateral Agent shall from time to time deposit into the Collateral Account any Collateral-121 that is capable of being delivered to and held by the Securities Intermediary and credited to an account in accordance with the terms of this Agreement and the Account Control Agreement.(b)At any time when reinvestment is permitted pursuant to Article X, the Servicer on behalf of the Borrower (subject to compliance with Article X) may, by delivery of a certificate or an email instruction of a Responsible Officer of the Servicer or a trade ticket or SWIFT transmission, direct the Collateral Agent to, and upon receipt of such certificate, email, trade ticket or SWIFT transmission, as applicable, the Collateral Agent shall, withdraw funds on deposit in the Principal Collection Subaccount representing Principal Proceeds (together with accrued interest received with regard to any Collateral Loan and Interest Proceeds but only to the extent used to pay for accrued interest on an additional Collateral Loan) and reinvest such funds in additional Collateral Loans or make a Permitted Distribution or Permitted Tax Distribution in accordance with such certificate, email, trade ticket or SWIFT transmission. At any time as of which sufficient funds are not on deposit in the Revolving Reserve Account, the Servicer on behalf of the Borrower may, by delivery of a certificate of a Responsible Officer of the Servicer, direct the Collateral Agent to, and upon receipt of such certificate the Collateral Agent shall, withdraw funds on deposit in the Principal Collection Subaccount representing Principal Proceeds and remit such funds as so directed by the Servicer to meet the Borrowerâ€™s funding obligations in respect of Delayed Drawdown Collateral Loans or Revolving Collateral Loans.(c)The Collateral Agent shall transfer to the Payment Account, from the Collection Account for application pursuant to Section 9.01(a), on the Business Day prior to each Payment Date, the amount set forth to be so transferred in the Payment Date Report for such Payment Date.Section 8.03 Payment Account. In accordance with this Agreement and the Account Control Agreement, the Borrower shall, on or prior to the Closing Date, establish at the Securities Intermediary a single, segregated account in the corporate trust department of the Securities Intermediary in the name â€DLF Financing SPV LLC Payment Account, subject to the Lien of the Collateral Agent,â€ which shall be designated as the â€Payment Account,â€ which shall be maintained by the Borrower with the Securities Intermediary in accordance with the Account Control Agreement and which shall be subject to the Lien of the Collateral Agent. Except as provided in Section 9.01, the only permitted withdrawal from or application of funds on deposit in, or otherwise to the credit of, the Payment Account shall be to pay amounts due and payable under the Priority of Payments on the Payment Dates in accordance with their terms and the provisions of this Agreement. The Borrower shall not have any legal, equitable or beneficial interest in the Payment Account other than in accordance with this Agreement and the Priority of Payments. Amounts on deposit in the Payment Account will not be invested.Section 8.04 The Revolving Reserve Account; Fundings. In accordance with this Agreement and the Account Control Agreement, the Borrower shall, on or prior to the Closing Date, establish at the Securities Intermediary a single, segregated account in the corporate trust department of the Securities Intermediary in the name â€DLF Financing SPV LLC Revolving Reserve Account, subject to the Lien of the Collateral Agent,â€ which shall be designated as the â€Revolving Reserve Account,â€ which shall be maintained by the Borrower with the Securities Intermediary in accordance with the Account Control Agreement and which shall be subject to the Lien of the Collateral Agent. The only permitted deposits to or withdrawals from the -122-Revolving Reserve Account shall be in accordance with the provisions of this Agreement. The Borrower shall not have any legal, equitable or beneficial interest in the Revolving Reserve Account other than in accordance with this Agreement and the Priority of Payments.During the Reinvestment Period, fundings of Delayed Drawdown Collateral Loans and Revolving Collateral Loans shall be made using, first, amounts on deposit in the Revolving Reserve Account, then available Principal Proceeds on deposit in the Collection Account and finally, available Advances. On the last day of the Reinvestment Period, to the extent the amount of funds on deposit in the Revolving Reserve Account are less than the Revolving Exposure, (x) the Borrower shall request a final Advance in an amount sufficient to fund the Revolving Reserve Account in an amount equal to the Revolving Exposure; provided that after giving effect to such Advance, the aggregate principal amount of the Advances then outstanding shall not exceed the Maximum Available Amount, and/or (y) the Borrower shall deposit other available funds into the Revolving Reserve Account in an amount sufficient to fund the Revolving Reserve Account in an amount equal to the Revolving Exposure. After the Facility Termination Date, fundings of Delayed Drawdown Collateral Loans and Revolving Collateral Loans shall be made using, first, amounts on deposit in the Revolving Reserve Account, then available Principal Proceeds on deposit in the Collection Account. In addition, after the Facility Termination Date, all Principal Proceeds received with respect to Revolving Collateral Loans shall be deposited into the Revolving Reserve Account to the extent such proceeds may be re-borrowed by the related Obligors.Amounts on deposit in the Revolving Reserve Account will be invested in overnight funds that are Eligible Investments selected by the Servicer pursuant to Section 8.06 and earnings from all such investments will be deposited in the Interest Collection Subaccount as Interest Proceeds. Funds in the Revolving Reserve Account (other than earnings from Eligible Investments therein) will be available solely to cover drawdowns on the Delayed Drawdown Collateral Loans and Revolving Collateral Loans and settle purchases of Collateral Loans committed to be acquired by the Borrower prior to the end of the Reinvestment Period; provided that, to the extent that the aggregate amount of funds on deposit therein at any time exceeds an amount equal to the Revolving Exposure, the Collateral Agent, at the direction of the Borrower (or the Servicer on the Borrowerâ€™s behalf) shall remit such excess to the Principal Collection Subaccount. In addition, following the occurrence of an Event of Default, funds in the Revolving Reserve Account may be withdrawn by the Collateral Agent and deposited into the Principal Collection Subaccount pursuant to and at the direction of the Administrative Agent.Section 8.05A A A [Reserved].Section 8.06A A A Reinvestment of Funds in Covered Accounts; Reports by Collateral Agent. (a) By delivery of a certificate of a Responsible Officer (which may be in the form of standing instructions), the Borrower (or the Servicer on behalf of the Borrower) shall at all times direct the Collateral Agent to, and, upon receipt of such certificate, the Collateral Agent shall, invest all funds on deposit in the Collection Account and the Revolving Reserve Account in Eligible Investments selected by the Borrower (or the Servicer on its behalf) and having stated maturities no later than the Business Day preceding the next Payment Date (or such shorter maturities expressly provided herein, including Section 8.04 above). If, prior to the occurrence of an Event of Default, the Servicer shall not have given any such investment directions, such funds -123-shall remain uninvested. After the occurrence and during the continuance of an Event of Default, the Collateral Agent shall invest and reinvest such Monies as fully as practicable in Specified Eligible Investments selected by the Administrative Agent in accordance with the definition of Specified Eligible Investment (and if no Specified Eligible Investment has been specified, such funds shall be invested in the Specified Eligible Investment selected by the Servicer or held uninvested if none has been selected). Except to the extent expressly provided otherwise herein, all interest, gain, loss and other income from such investments shall be deposited, credited or charged (as applicable) in and to the Interest Collection Subaccount. Absent its timely receipt of such instruction from the Servicer in accordance with the foregoing, the Collateral Agent shall not be under an obligation to invest (or pay interest on) funds held hereunder. The Collateral Agent shall in no way be liable for any insufficiency in a Covered Account resulting from any loss relating to any such investment.(b)The Collateral Agent agrees to give the Borrower prompt notice if any Covered Account or any funds on deposit in any Covered Account, or otherwise to the credit of a Covered Account, shall become subject to any writ, order, judgment, warrant of attachment, execution or similar process. All Covered Accounts shall remain at all times with the Securities Intermediary.(c)The Collateral Agent shall supply, in a timely fashion, to the Borrower and the Servicer any information regularly maintained by the Collateral Agent that the Borrower or the Servicer may from time to time reasonably request with respect to the Collateral, the Covered Accounts and the other Collateral and provide any other requested information reasonably available to the Collateral Agent and required to be provided by Section 8.07 or to permit the Servicer to perform its obligations hereunder or the Borrowerâ€™s obligations hereunder that have been delegated to the Servicer. The Collateral Agent shall promptly forward to the Servicer copies of notices and other writings received by it from the Obligor of any Collateral Loan or from any Clearing Agency with respect to any Collateral Loan which notices or writings advise the holders of such Collateral Loan of any rights that the holders might have with respect thereto (including requests to vote with respect to amendments or waivers or notices of prepayments and redemptions) as well as all periodic financial reports received from such Obligor and Clearing Agency with respect to such Obligor.Section 8.07A A A Accountings.(a)[Reserved].(b)Payment Date Accounting. The Borrower shall render (or cause to be rendered) an accounting (each, a â€Payment Date Reportâ€), determined as of the close of business on each Determination Date preceding a Payment Date (such Determination Date, a â€Payment Date Report Determination Dateâ€), and shall deliver such Payment Date Report to the Agents, the Servicer and each Lender not later than the second Business Day preceding the related Payment Date. The Servicer shall compile and provide to the Collateral Agent and the Administrative Agent a loan data file (the â€Loan Data Fileâ€) in the form of Exhibit H for the previous monthly period ending on the Payment Date Report Determination Date (containing such information agreed upon by the Servicer, the Collateral Agent and the Administrative Agent).-124-The Servicer shall provide (or cause to be provided) the Data File to the Collateral Agent at least three (3) Business Days prior to the Payment Date. The Collateral Agent shall use commercially reasonable efforts to review and, based solely on the Data File provided by the Borrower (or Servicer on its behalf), re-calculate the calculations in clauses (i) through (xvi) below made by the Servicer in any such Payment Date Report for such calendar month, within two (2) Business Days of the receipt thereof and notify the Servicer and the Administrative Agent in the event of any discrepancy between the Collateral Agentâ€™s calculations and the Payment Date Report. The Collateral Agent shall re-calculate pursuant to the preceding sentence: (i) Aggregate Net Collateral Balance, (ii) Borrowing Base, (iii) Excess Concentration Amount, (iv) Maximum Available Amount, (v) each Coverage Test, (vi) the Collateral Quality Test, (vii) completion of Priority of Payments pursuant to Section 9.01(a), (ix) balances for each of the Covered Accounts and (x) such other calculations as may be mutually agreed upon by the Collateral Agent, the Servicer and the Administrative Agent. Upon receipt of such notice reporting and showing discrepancies, if any, from the Collateral Agent and in any event by no later than the Payment Date, the Servicer shall compile and provide (or cause to be compiled and provided) to the Agents and the Lenders the Payment Date Report. The Payment Date Report shall contain the information that is agreed to by the Servicer, the Administrative Agent and the Collateral Agent from time to time.In addition, the Borrower shall provide (or cause to be provided) in each Payment Date Report a statement setting forth in reasonable detail each amendment, modification or waiver under any Related Document for each Collateral Loan that constitutes a Material Modification that became effective since the immediately preceding Payment Date Report (or, in respect of the first Payment Date Report, from the Closing Date); provided, that the requirement set forth in this paragraph shall be deemed satisfied to the extent the loan tape included with such Payment Date Report marks such Collateral Loan as having been subject to a Material Modification.(c)Daily Accounting. For each Business Day, the Collateral Agent shall render to the Borrower (with a copy to the Administrative Agent and the Servicer) a daily report of (i) all deposits to and withdrawals from the Covered Accounts for such Business Day and the outstanding balance of the Covered Accounts as of the end of such Business Day, (ii) all settled trades of securities for such Business Day, (iii) the Adjusted Principal Balance of each Collateral Loan as of the end of such Business Day, (iv) the OC Ratio as of the end of such Business Day,(v) the Borrowerâ€™s compliance with the Concentration Limitations, (vi) the Loan Value of each Collateral Loan, (vii) the S&P rating and Moodyâ€™s rating of each Collateral Loan and/or the Obligor thereunder (if applicable), (viii) all principal and interest payments made or to be made on each Collateral Loan on such Business Day, (ix) the applicable interest rates, interest rate resets, interest accrual periods and interest rate and benchmark floors, if any, of each Collateral Loan, (x) the portion of the Principal Balance of any Delayed Drawdown Collateral Loan that is unfunded, (xi) the amount of Interest Proceeds received from Collateral Loans and Eligible Investments, (xii) the Collateral Loans that are Defaulted Collateral Loans and (xiii) such other items as may be agreed upon from time to time by the Collateral Agent and the Borrower. â€Loan Valueâ€ shall be determined in accordance with the definition herein and provided to the Collateral Agent. For purposes of calculating the Adjusted Principal Balance of each Collateral Loan, the Collateral Agent shall begin including each Collateral Loan in the report as of its trade date.-125-(d)Failure to Provide Accounting. If the Collateral Agent shall not have received any accounting provided for in this Section 8.07 on the first Business Day after the date on which such accounting is due to the Collateral Agent, the Collateral Agent shall notify the Servicer who shall use reasonable efforts to obtain such accounting by the applicable Payment Date. The Collateral Agent shall in no event have any liability for the actions or omissions of the Servicer, the Borrower or any other Person, and shall have no liability for any inaccuracy or error in any duty performed by it that results from or is caused by inaccurate, untimely or incomplete information or data received by it from the Servicer, the Borrower or another Person (other than claims relating to the Collateral Agentâ€™s gross negligence or willful misconduct).Section 8.08A A A Release of Collateral.A A A (a)A A A The Borrower may, by delivery of a certificate of a Responsible Officer of the Servicer (with the written consent of the Administrative Agent if the Administrative Agent has notified the Collateral Agent in writing, following the occurrence of or during the continuation of an Event of Default, to only permit releases with the written consent of the Administrative Agent) delivered to the Collateral Agent and Custodian, as applicable, certifying that the sale, substitution or Lien Release Dividend, as applicable, of such loan is being made in accordance with Section 10.01 (provided that the delivery of a trade ticket or other instruction by the Borrower shall be deemed to constitute such certification) and such sale complies with all applicable requirements of Section 10.01, direct the Collateral Agent to release or cause to be released such item from the Lien of this Agreement and, upon receipt of such certificate, the Collateral Agent (or Custodian, as applicable) shall deliver any such item, if in physical form, duly endorsed to the broker or purchaser designated in such certificate or, if such item is a Clearing Corporation Security, cause an appropriate transfer thereof to be made, in each case against receipt of the sales price therefor as specified by the Servicer in such certificate; provided that the Collateral Agent may deliver any such item in physical form for examination in accordance with street delivery custom.(b)Subject to the terms of this Agreement, the Collateral Agent (or Custodian, as applicable) shall, upon the receipt of a certificate or other trade ticket or direction of a Responsible Officer of the Servicer, deliver any Collateral in accordance with such certificate, trade ticket or other direction and execute such documents or instruments as are delivered by or on behalf of the Borrower and reasonably necessary to release or cause to be released such security from the Lien of this Agreement, which is set for any mandatory call or redemption or payment in full to the appropriate paying agent on or before the date set for such call, redemption or payment, in each case against receipt of the call or redemption price or payment in full thereof.(c)As provided in Section 8.02(a), the Collateral Agent shall deposit any proceeds received by it from the disposition of any Collateral in the applicable subaccount of the Collection Account, unless simultaneously applied to the purchase of additional Collateral Loans or Eligible Investments as permitted under and in accordance with the requirements of this Article VIII and Article X.(d)The Collateral Agent shall, upon receipt of a certificate of a Responsible Officer of the Borrower certifying that there are no Individual Lender Maximum Funding Amounts outstanding and all Obligations of the Borrower hereunder and under the other Facility-126-Documents have been satisfied, execute such documents or instruments as are delivered by or on behalf of the Borrower and reasonably necessary to release any remaining Collateral from the Lien of this Agreement.(e)Any Collateral Loan or amounts that are released pursuant to Section 8.08(a) or (b) shall be automatically released from

the Lien of this Agreement. Section 8.09A Â Â Reports by Independent Accountants. (a) The Servicer will cause Deloitte or any other firm of nationally recognized independent public accountants (who may also render other services to the Servicer) consented to by the Administrative Agent (the "Independent Accountants") to furnish to the Administrative Agent, each Lender and the Collateral Agent (i) on or prior to December 31, 2021 (the "Initial AUP Report Date"), a report relating to one Payment Date Report (as selected by the Administrative Agent), delivered prior to the Initial AUP Report Date, and (ii) on or prior to each one-year anniversary of the Initial AUP Report Date (each such anniversary, an "AUP Report Date"), a report relating to one Payment Date Report (as selected by the Administrative Agent), delivered during the twelve (12) months immediately preceding such AUP Report Date, in each case, to the effect that such accountants have applied certain agreed-upon procedures (a copy of which procedures are attached hereto as Exhibit F, it being understood that the Servicer and the Administrative Agent will provide an updated Exhibit F reflecting any further amendments to such Exhibit F prior to the issuance of the first such agreed-upon procedures report, a copy of which shall replace the then existing Exhibit F) to certain documents and records relating to the Collateral under any Facility Document, compare the information contained in selected Payment Date Reports (and all calculations therein) delivered during the period covered by such report with such documents and records and that no matters came to the attention of such accountants that caused them to believe that such servicing was not conducted in compliance with this Agreement, except for such exceptions as such accountants shall believe to be immaterial and such other exceptions as shall be set forth in such statement.(b)In the event the Independent Accountants appointed pursuant to clause (a) above require the Collateral Agent to agree to the procedures performed by such Independent Accountants with respect to any of the reports, statements or certificates of such Independent Accountants, or sign any agreement in connection therewith, the Borrower hereby directs the Collateral Agent to agree to the terms and conditions requested by such Independent Accountants as a condition to receiving documentation required by this Agreement; it being understood and agreed that the Collateral Agent shall deliver such agreement in conclusive reliance on the foregoing direction and shall make no inquiry or investigation as to, and shall have no obligation or responsibility in respect of, the terms of the engagement of such Independent Accountants by the Borrower or the sufficiency, validity or correctness of the agreed upon procedures in respect of such engagement. The Borrower hereby authorizes and directs the Collateral Agent, without liability on its part, to execute and deliver any such agreement with such Independent Accountants in the form presented to it by the Borrower (or the Servicer on behalf of the Borrower), which agreement, to the extent so directed by the Borrower (or the Servicer on behalf of the Borrower), may include, amongst other things, (i) an acknowledgement that the Borrower (or the Servicer on behalf of the Borrower) has agreed that the procedures by such Independent Accountants are sufficient for the relevant purposes, (ii) releases by the Collateral Agent of any claims, liabilities and expenses arising out of or relating-127-to such Independent Accountant's engagement, agreed-upon procedures or any report, statement or certificate issued by such Independent Accountants under any such engagement and acknowledgement of other limitations of liability in favor of such Independent Accountants and (iii) restrictions or prohibitions on the disclosure of any such reports, statements, certificates or other information or documents provided to it by such Independent Accountants.ARTICLE IX APPLICATION OF MONIESSection 9.01 Disbursements of Monies from Payment Account. (a)Notwithstanding any other provision in this Agreement, but subject to the other subsections of this Section 9.01, on each Payment Date, the Collateral Agent shall disburse amounts transferred from the Collection Account to the Payment Account pursuant to Section 8.02 in accordance with the Payment Date Report and the following priorities (the "Priority of Payments"):(i)On each Payment Date prior to the occurrence and continuance of an Event of Default, Interest Proceeds on deposit in the Interest Collection Subaccount, to the extent received on or before the related Determination Date (or, if such Determination Date is not a Business Day, the next succeeding Business Day) (or if received after the related Determination Date but expected to be received on or before the related Determination Date, to the extent received before the related Payment Date) will be transferred into the Payment Account, to be applied in the following order of priority:(A)to pay registration, registered office and filing fees, if any, of the Borrower, subject to a cap of \$15,000 per annum;(B)(1) first, to pay Administrative Expenses; provided that the amounts in this clause (B)(1) shall not exceed the Administrative Expense Cap; and (2) second, to the Administrative Agent to pay all fees and expenses of the Administrative Agent under the Facility Documents;(C)to each Lender, pro rata, based on amounts owed, to pay accrued and unpaid Interest on the Advances and Unused Fees due to each such Lender and amounts payable to each such Lender under Section 2.11;(D)(1) first, to the Servicer to pay the Servicer Fee, plus any Servicer Fee that remains due and unpaid in respect of any prior Payment Dates as a result of insufficient funds; and (2) second, to pay Servicer Expenses; provided that the amounts in this clause (D)(2) shall not exceed the Servicer Expense Cap for such Payment Date;(E)to make Permitted Tax Distributions;(F)on each Payment Date occurring after the 15-month anniversary of the Facility Termination Date, pro rata to the Lenders to reduce the outstanding principal amount to not more than the percentage set forth in the table below of 128-the outstanding principal amount as of the Facility Termination Date (calculated after giving effect to any paydown on such Payment Date pursuant to Section 9.01(a)(ii));On the Payment Date occurring after:Outstanding principal amount reduced to not more than the below percent of the outstanding principal amount as of the Facility Termination Date:15-month anniversary Termination DateoftheFacility75%18-month anniversary Termination DateoftheFacility50%21-month anniversary Termination DateoftheFacility25%24-month anniversary Termination DateoftheFacility0%(G)If the Coverage Tests are not satisfied as of the relevant Determination Date, to pay principal of the Advances of each Lender (pro rata, based on each Lender's Percentage) until the Coverage Tests are satisfied (on a pro forma basis as at such Determination Date);(H)(i) during the Reinvestment Period, at the discretion of the Servicer, for deposit into the Revolving Reserve Account until the amount on deposit therein equals the Revolving Exposure and (ii) after the Reinvestment Period, for deposit into the Revolving Reserve Account until the amount on deposit therein equals the Revolving Exposure;(I)to pay, on a pro rata basis, accrued and unpaid amounts owing to Affected Persons (if any) under Sections 2.10 and 13.04, all unpaid Facility Reduction Fees and all other fees, expenses or indemnities owed to the Secured Parties or Indemnified Parties;(J)(1) first, to the payment or application of amounts referred to in clause (B)(1) above (in the same order of priority specified therein), to the extent not paid in full pursuant to applications under such clause, and (2) second, to the payment or application of amounts referred to in clause (D) above to the extent not paid in full pursuant to such clause; and (K)(1) if a Default has occurred and is continuing, to remain in the Interest Collection Subaccount (other than a Permitted Tax Distribution) or (2) otherwise, any remaining amount shall be released to the Equityholder or its designee (or, at the direction of the Borrower, deposited into the Principal-129-Collection Subaccount for investment in Collateral Loans); provided that if any such Default under clause (K)(1) is subsequently cured prior to the next Payment Date, such amounts held under clause (K)(1) may be distributed pursuant to clause (K)(2) prior to the next Payment Date. (ii)On each Payment Date prior to the occurrence and continuance of an Event of Default, except for any Principal Proceeds that will be used to settle binding commitments entered into prior to the related Determination Date for the purchase of Collateral Loans, Principal Proceeds on deposit in the Principal Collection Subaccount to the extent received on or before the related Determination Date (or, if such Determination Date is not a Business Day, the next succeeding Business Day) will be transferred to the Payment Account to be applied in the following order of priority:(A)to the payment of unpaid amounts under clauses (A) through (D) in clause (i) above (in the same order of priority specified therein), to the extent not paid in full thereunder, but subject to any caps specified therein;(B)during the Reinvestment Period, (i) first, if the Coverage Tests are not satisfied as of the relevant Determination Date, to pay principal of the Advances of each Lender (pro rata, based on each Lender's Percentage) until the Coverage Tests are satisfied (on a pro forma basis as at such Determination Date) and (ii) second, to the Principal Collection Subaccount for the purchase of additional Collateral Loans (including funding Revolving Collateral Loans and Delayed Drawdown Collateral Loans) and/or for the making of any Permitted Distribution or Permitted Tax Distribution;(C)after the Reinvestment Period, to pay the Advances of each Lender (pro rata, based on each Lender's Percentage) until the Advances are paid in full;(D)to the payment of amounts referred to in clauses (I) and (J) of clause (i) above (in the same order of priority specified therein), to the extent not paid in full thereunder; and (E) (1) if a Default has occurred and is continuing (unless all Obligations owing to the Lenders have been paid in full (other than contingent indemnification and expense reimbursement obligations as to which no claim has been asserted)), to remain in the Principal Collection Subaccount (other than a Permitted Tax Distribution) or (2) otherwise, any remaining amount shall be released to the Equityholder or its designee (or, at the direction of the Borrower, deposited into the Principal Collection Subaccount for investment in Collateral Loans); provided that if any such Default under clause (E)(1) is subsequently cured prior to the next Payment Date, such amounts held under clause (E)(1) may be distributed pursuant to clause (E)(2) prior to the next Payment Date. (iii)On each Payment Date following the occurrence and continuance of an Event of Default, all Interest Proceeds in the Interest Collection Subaccount and all Principal Proceeds in the Principal Collection Subaccount, except for any Principal-130-Proceeds that will be used to settle binding commitments entered into prior to the related Determination Date for the purchase of Collateral Loans, in each case, to the extent received on or before the related Determination Date (or, if such Determination Date is not a Business Day, the next succeeding Business Day) will be transferred to the Payment Account to be applied in the following order of priority:(A)to pay registration, registered office and filing fees, if any, of the Borrower, subject to a cap of \$15,000 per annum;(B)(1) first, to pay Administrative Expenses as provided in Section 9.01(a)(i)(B)(1) subject to the Administrative Expense Cap and (2) second, to the Administrative Agent to pay all fees and expenses of the Administrative Agent under the Facility Documents;(C)to each Lender, pro rata, based on amounts owed, to pay accrued and unpaid Interest on the Advances and Unused Fees due to each such Lender and amounts payable to each such Lender under Section 2.11;(D)(1) first, to the Servicer to pay the Servicer Fee, plus any Servicer Fee that remains due and unpaid in respect of any prior Payment Dates as a result of insufficient funds; and (2) second, to pay Servicer Expenses in accordance with the priorities specified in the definition thereof; provided that the amounts in this clause (D)(2) shall not exceed the Servicer Expense Cap;(E)to pay the principal of the Advances of each Lender (pro rata, based on each Lender's Percentage) until paid in full; provided that the Administrative Agent shall allocate such principal payments among the Classes in its sole discretion;(F)to pay, on a pro rata basis, accrued and unpaid amounts owing to Affected Persons (if any) under Sections 2.10 and 13.04, all unpaid Facility Reduction Fees and all other fees, expenses or indemnities owed to the Secured Parties or Indemnified Parties;(G)(1) first, to the payment of amounts referred to in clause (B) and (2) second, to the payment of amounts referred to in clause (D) above, in each case to the extent not paid in full pursuant to such clause; and (H)any remaining amount shall be released to the Borrower or its designee.(b) If on any Payment Date the amount available in the Payment Account is insufficient to make the full amount of the disbursements required by the Payment Date Report, the Collateral Agent shall make the disbursements called for in the order and according to the priority set forth under Section 9.01(a) to the extent funds are available therefor.-131-ARTICLE XSale of COLLATERAL LOANS; PURCHASE OF ADDITIONAL COLLATERAL LOANSSection 10.01 Sales of Collateral Loans.(a)Discretionary Sales of Collateral Loans. Subject to the satisfaction of the conditions specified in Section 10.03, the Borrower (or the Servicer on behalf of the Borrower) may, but will not be required to, direct the Collateral Agent to sell, and the Collateral Agent shall sell in the manner directed by the Servicer, any Collateral Loan if such sale meets the requirements set forth below (as shown in the Borrowing Base Calculation Statement delivered with respect thereto in accordance with Section 5.02(d)(iii));(i)no Default or Event of Default exists or would result upon giving effect thereto; provided that the Borrower (or the Servicer on behalf of the Borrower) may sell one or more Collateral Loans if after giving effect thereto and the application of the proceeds thereof any existing Default or Event of Default would be cured;(ii)upon giving effect thereto and the application of the proceeds thereof, the Collateral Quality Test is satisfied (or, if not satisfied immediately prior to such sale, compliance with such Collateral Quality Test is maintained or improved); and (iii)the Administrative Agent has provided prior written consent to such sale;if: (A)the Coverage Tests would not be satisfied following such proposed sale (or, if not satisfied immediately prior to such sale, compliance with the Coverage Tests would not be maintained or improved);(B)(x) the proceeds from such proposed sale would be less than the Adjusted Principal Balance of such Collateral Loan and (y) such sale is to the Equityholder, the Servicer or a Person that is an Affiliate of the Borrower, the Equityholder or the Servicer (provided that any such sale must comply with Sections 5.03(h) and 10.03 hereof, unless such sale is made pursuant to Section 6.1 of the Loan Sale Agreement);(C)the proceeds from such proposed sale would be less than the lesser of (x) the Adjusted Principal Balance of such Collateral Loan and (y) the purchase price of such Collateral Loan paid by the Borrower; or (D)if the sale is during the Reinvestment Period, after giving effect to such proposed sale, the Aggregate Principal Balance of all Collateral Loans sold or disposed of by the Borrower during the immediately preceding twelve calendar months (or since the Closing Date, if the Trade Date of such proposed sale would occur earlier than twelve calendar months following the Closing Date) would be 132-greater than 30% of the Maximum Facility Amount, unless such sale is made pursuant to Section 10.01(b) hereof or Section 6.1 of the Loan Sale Agreement; provided, that the Administrative Agent in its sole discretion may consent (which may be by email) to exclude such sale from the calculation of the Aggregate Principal Balance of all Collateral Loans sold or disposed of by the Borrower for purposes of this clause (D);provided, further, that the restriction in clause (iii)(B) above in this Section 10.01(a) shall not apply to sales of Defaulted Collateral Loans or Ineligible Collateral Loans.Notwithstanding anything above that would otherwise prohibit the sale of a Collateral Loan after the occurrence or during the continuance of a Default or an Event of Default, if the Borrower entered into an agreement to sell any such Collateral prior to the occurrence of such Default or an Event of Default, but such sale did not settle prior to the occurrence of such Default or an Event of Default, then the Borrower shall be permitted to consummate such sale notwithstanding the occurrence of such Default or an Event of Default; provided that the settlement for such sale occurs within the customary settlement period for similar trades.(b)Ineligible Collateral Loans. Notwithstanding Section 10.01(a), if on any day a Collateral Loan is no longer an Eligible Collateral Loan, the Borrower shall either make a deposit of the funds and/or deliver one or more replacement Collateral Loans for such ineligible Collateral Loan, in each case pursuant to the Loan Sale Agreement and in accordance with Section 10.03. Upon confirmation of the deposit of the amount described above into the Collection Account or the delivery to the Borrower of the replacement Collateral Loans, such ineligible Collateral Loan shall be removed from the Collateral and the Collateral Agent, for the benefit of the Secured Parties, shall automatically and without further action be deemed to release to the Borrower, without recourse, representation or warranty, all the right, title and interest and any Lien of the Collateral Agent, for the benefit of the Secured Parties in, to and under such ineligible Collateral Loan.(c)Sales of Equity Securities. The Borrower (or the Servicer on behalf of the Borrower) may sell any Equity Security at any time without restriction, and shall use its commercially reasonable efforts to effect the sale of any Equity Security, regardless of price, within forty-five (45) days of receipt if such Equity Security constitutes Margin Stock, unless such sale is prohibited by Applicable Law or contract, in which case such Equity Security should be sold as soon as such sale is permitted by Applicable Law or contract.(d)Substitutions. The Borrower may, with the consent of the Administrative Agent in its sole discretion, replace any Collateral Loan as a Collateral Loan so long as (i) no event has occurred, or would result from such substitution, which constitutes an Event of Default and no event has occurred and is continuing, or would result from such substitution, which constitutes a Default, (ii) simultaneously therewith, the Borrower pledges (in accordance with all of the terms and provisions contained herein) a Substitute Eligible Collateral Loan and (iii) the Coverage Tests are satisfied (or, if not satisfied immediately prior to such substitution, compliance with the Coverage Tests is maintained or improved).-133-(e)Optional Sales. On any Optional Sale Date, the Borrower shall have the right to prepay all or a portion of the outstanding Advances in connection with the sale and assignment by the Borrower of all or a portion of the Collateral Loans, as the case may be, in connection with a Permitted Securitization or a Permitted Refinancing (each, an "Optional Sale"), subject to the following terms and conditions:(i)the Borrower shall have given the Administrative Agent (with a copy to the Collateral Agent) at least 45 days' prior written notice of its intent to effect an Optional Sale in connection with a Permitted Securitization or a Permitted Refinancing, and the Administrative Agent shall have delivered to the Borrower its prior written consent (in its sole discretion) to such Optional Sale, unless such 45 days' notice requirement is waived or reduced by the Administrative Agent; provided that no such consent will be required for any Optional Sale of any Collateral Loan at a price equal to or greater than the Adjusted Principal Balance of such Collateral Loan as of the date of the Optional Sale to the extent that, after giving effect to such proposed sale, the Aggregate Principal Balance of all Collateral Loans sold or disposed of by the Borrower pursuant to this proviso during the immediately preceding twelve calendar months would not be greater than 30% of the highest Aggregate Principal Balance of any month during such 12-month period (or such higher percentage as agreed to by the Administrative Agent); provided, further that the Administrative Agent in its sole discretion may consent (which may be by email) to exclude such sale from the calculation of the Aggregate Principal Balance of all Collateral Loans sold or disposed of by the Borrower for purposes of this clause (i); (ii)unless an Optional Sale is to be effected on a Payment Date (in which case the relevant calculations with respect to such Optional Sale shall be reflected on the applicable Payment Date Report), the Servicer shall deliver to the Administrative Agent (with a copy to the Collateral Agent) a certificate and evidence to the reasonable satisfaction of the Administrative Agent (which evidence may consist solely of a certificate from the Servicer) that the Borrower shall have sufficient funds on the related Optional Sale Date to effect the contemplated Optional Sale in accordance with this Agreement. In effecting an Optional Sale, the Borrower may use the proceeds of sales of the Collateral Loans to repay all or a portion of the Obligations;(iii)no Default or Event of Default exists or would result upon giving effect to such Optional Sale;(iv)upon giving effect thereto and the application of the proceeds thereof, the Collateral Quality Test is satisfied (or, if not satisfied immediately prior to such sale, compliance with such Collateral Quality Test is maintained or improved);(v)the Coverage Tests will be satisfied following such proposed sale

(or, if not satisfied immediately prior to such Optional Sale, compliance with the Coverage Tests will be maintained or improved); and(vi)on the related Optional Sale Date, the Borrower shall have deposited into the Collection Account, in immediately available funds, the proceeds of such -134-Optional Sale, which shall at least equal the aggregate Adjusted Principal Balance of the Collateral Loans being sold.(f)Lien Release Dividend. Notwithstanding any provision contained in this Agreement to the contrary, provided no Event of Default has occurred and is continuing and no Default exists, on a Lien Release Dividend Date, the Borrower may distribute to the Equityholder any Collateral Loan that was sold by the Equityholder to the Borrower, or any portion thereof (each, a "Lien Release Dividend"), subject to the following terms and conditions, the satisfaction of which shall have been certified by the Borrower and the Equityholder to the Administrative Agent (with a copy to the Collateral Agent):(i)the Borrower and the Equityholder shall have given the Administrative Agent, with a copy to the Collateral Agent, at least five Business Days prior written notice of its intent to effect a Lien Release Dividend, in the form of Exhibit J hereto (a "Notice and Request for Consent"), and the Administrative Agent shall have delivered to the Borrower prior written consent, which consent shall be given in the sole and absolute discretion of the Administrative Agent; provided that, if the Administrative Agent shall not have responded to the Notice and Request for Consent by 11:00 a.m. on the day that is one Business Day prior to the proposed Lien Release Dividend Date, the Administrative Agent shall be deemed not to have given its consent;(ii)the proposed Lien Release Dividend Date shall take place during the Reinvestment Period and on any such Lien Release Dividend Date, no more than four Lien Release Dividends shall have been made during the 12-month period immediately preceding the proposed Lien Release Dividend Date;(iii)after giving effect to the Lien Release Dividend on the Lien Release Dividend Date, (A) no Default or Event of Default shall exist, (B) the representations and warranties contained in Sections 4.01 hereof shall continue to be correct in all material respects, except to the extent relating to an earlier date, (C) the eligibility of any Collateral Loan remaining as part of the Collateral after the Lien Release Dividend will be redetermined as of the Lien Release Dividend Date, (D) no claim shall have been asserted or proceeding commenced challenging the enforceability or validity of any of the Related Documents, (E) there shall have been no material adverse change as to the Servicer or the Borrower, and (F) the Coverage Tests will be satisfied (or, if not satisfied immediately prior to such Lien Release Dividend, compliance with the Coverage Tests will be maintained or improved);(iv)such Lien Release Dividend must be in compliance with Applicable Law and may not (A) be made with the intent to hinder, delay or defraud any creditor of the Borrower or (B) leave the Borrower, immediately after giving effect to the Lien Release Dividend, (x) insolvent, (y) with insufficient funds to pay its obligations as and when they become due or (z) with inadequate capital for its present and anticipated business and transactions;(v)on or prior to the Lien Release Dividend Date, the Borrower shall have-135-(1)delivered to the Administrative Agent, with a copy to the Collateral Agent, a list specifying all Collateral Loans or portions thereof to be transferred pursuant to such Lien Release Dividend and the Administrative Agent shall have approved the same in its sole discretion and (B) obtained all authorizations, consents and approvals required to effectuate the Lien Release Dividend;(vi)a portion of a Collateral Loan may be transferred pursuant to a Lien Release Dividend provided that (A) such transfer does not have an adverse effect on the portion of such Collateral Loan remaining as a part of the Collateral, any other aspect of the Collateral, the Lenders, the Administrative Agent or any other Secured Party and (B) a new promissory note (other than with respect to a noteless Collateral Loan) for the portion of the Collateral Loan remaining as a part of the Collateral has been executed, and the original thereof has been endorsed and delivered to the Custodian;(vii)each Collateral Loan, or portion thereof, as applicable, shall be transferred at a value equal to the Principal Balance thereof, exclusive of any accrued and unpaid interest;(viii)the Borrower shall deliver a Borrowing Base Calculation Statement (including a calculation of the Borrowing Base after giving effect to such Lien Release Dividend) to the Administrative Agent;(ix)the Borrower shall have paid in full an aggregate amount equal to the sum of all amounts due and owing to the Administrative Agent, the Lenders, the Collateral Agent or the Custodian, as applicable, under this Agreement and the other Facility Documents, to the extent accrued to such date with respect to the Collateral Loans to be transferred pursuant to such Lien Release Dividend and incurred in connection with the transfer of such Collateral Loans pursuant to such Lien Release Dividend; and(x)the Borrower and the Servicer (on behalf of the Borrower) shall pay the reasonable legal fees and expenses of the Administrative Agent, the Lenders, the Collateral Agent and the Custodian in connection with any Lien Release Dividend (including, but not limited to, expenses incurred in connection with the release of the Lien of the Collateral, on behalf of the Secured Parties, and any other party having an interest in the Collateral Loans in connection with such Lien Release Dividend).Section 10.02 Purchase of Additional Collateral Loans. (a) On any date during the Reinvestment Period, if no Event of Default has occurred and is continuing, the Borrower (or the Servicer on behalf of the Borrower) may, if each of the conditions specified in this Section10.02 and Section 10.04 are met, invest Principal Proceeds (and accrued interest received with respect to any Collateral Loan to the extent used to pay for accrued interest on additional Collateral Loans and other amounts on deposit in the Principal Collection Subaccount) in additional Collateral Loans on the current Approved List or subject to an Approval Request; provided that no Collateral Loan may be purchased unless each of the following conditions are satisfied as of the date the Servicer commits on behalf of the Borrower to make such purchase -136-and after giving effect to such purchase and all other sales or purchases previously or simultaneously committed to:(i)the Borrower shall have delivered and the Administrative Agent shall have approved an Approval Request with respect to the Collateral Loan pursuant to the terms of Section 2.02;(ii)such obligation is an Eligible Collateral Loan; and(iii)the Coverage Tests and the Collateral Quality Test are satisfied (or, if not satisfied immediately prior to such investment, compliance with such Coverage Test and/or Collateral Quality Test is maintained or improved).Section 10.03 Conditions Applicable to All Sale and Purchase Transactions. (a) Any transaction effected under this Article X (other than sales required by Section 10.01(c)) or in connection with the acquisition of additional Collateral Loans shall be for fair market value and, if effected with a Person that is the Equityholder or an Affiliate thereof, shall be (i) in compliance with Section 5.03(h) hereof or Section 6.1 of the Loan Sale Agreement, (ii) effected in accordance with all Applicable Laws, (iii) unless such transaction is effected pursuant to Section 6.1 of the Loan Sale Agreement, during the 12-month period most recently ended prior to the relevant date of determination (or such lesser number of months as shall have elapsed since the Closing Date), and after giving pro forma effect to such transaction, the value of Collateral Loans (other than Ineligible Collateral Loans and Defaulted Collateral Loans) substituted or sold by the Borrower to Affiliates of the Servicer without the consent of the Administrative Agent may not exceed 20% of the highest Aggregate Principal Balance of Collateral Loans of the Borrower during such 12-month period (or such higher percentage as agreed to by the Administrative Agent) (provided, that the Administrative Agent in its sole discretion may consent (which may be by email) to exclude such sale from the calculation of the Collateral Loans substituted or sold by the Borrower for purposes of this clause (iii)), and (iv) unless such transaction is effected pursuant to Section 6.1 of the Loan Sale Agreement, during the 12-month period most recently ended prior to the relevant date of determination (or such lesser number of months as shall have elapsed since the Closing Date), and after giving pro forma effect to such transaction, the value of Defaulted Collateral Loans substituted or sold by the Borrower without the consent of the Administrative Agent to Affiliates of the Servicer may not exceed 10% (or such higher percentage as agreed to by the Administrative Agent) of the highest Aggregate Principal Balance of Collateral Loans of the Borrower during such 12-month period (provided, that the Administrative Agent in its sole discretion may consent (which may be by email) to exclude such sale from the calculation of the Collateral Loans substituted or sold by the Borrower for purposes of this clause (iv)).(b) Upon each acquisition by the Borrower of a Collateral Loan, (i) all of the Borrower's right, title and interest to such Collateral Loan shall be subject to the Lien granted to the Collateral Agent pursuant to this Agreement and (ii) such Collateral Loan shall be Delivered to the Collateral Agent.Section 10.04 Additional Equity Contributions. (a) The Equityholder may, but shall have no obligation to, at any time or from time to time make a capital contribution to the-137-Borrower for any purpose, including for the purpose of curing any Default, satisfying the Minimum OC Coverage Test, enabling the acquisition or sale of any Collateral Loan or satisfying any conditions under Section 3.02. Each contribution shall either be made (a) in Cash (in which event such contributions shall be made by deposit into the Collection Account), (b) by assignment and contribution of an Eligible Investment and/or (c) by assignment of a Collateral Loan that is an Eligible Collateral Loan. In connection with any contribution described in this Section 10.04, the Servicer shall provide written instruction to the Collateral Agent identifying(a) the subclause under which such contribution is being made (the "Contribution Notice") and (b)(i) in the case of contributions made in Cash, (A) the timing of such contribution and (B) the amount of such contribution and (ii) in the case of contributions made by assignment and contribution of an Eligible Investment and/or by assignment of a Collateral Loan that is an Eligible Collateral Loan, (A) the name of such Eligible Investment and/or Collateral Loan and(2)attaching the accompanying assignment forms. All Cash contributed to the Borrower shall be treated as Principal Proceeds, except to the extent that the Servicer specifies in the Contribution Notice that such Cash shall constitute Interest Proceeds and shall be deposited into a Collection Account in accordance with Section 8.02 as designated by the Servicer.ARTICLE XIADMINISTRATION AND SERVICING OF CONTRACTSSection 11.01 Appointment and Designation of the Servicer.(a)Initial Servicer. The Borrower hereby appoints Morgan Stanley Direct Lending Fund, pursuant to the terms and conditions of this Agreement, as Servicer, with the authority to service, administer and exercise rights and remedies, on behalf of the Borrower, in respect of the Collateral. Morgan Stanley Direct Lending Fund hereby accepts such appointment and agrees to perform the duties and responsibilities of the Servicer pursuant to the terms hereof. The Servicer and the Borrower hereby acknowledge that the Administrative Agent and the Secured Parties are third party beneficiaries of the obligations undertaken by the Servicer hereunder.(b)Servicer Removal Notice. The Borrower, the Servicer, each Lender and the Administrative Agent hereby agree that, upon the occurrence of a Servicer Removal Event, the Administrative Agent may provide a removal notice to the Servicer (with a copy to the Collateral Agent) (a "Servicer Removal Notice") and terminate all of the rights, obligations, power and authority of the Servicer under this Agreement. On and after the receipt by the Servicer of a Servicer Removal Notice pursuant to this Section 11.01(b), the Servicer shall continue to perform all servicing functions under this Agreement until the date specified in the Servicer Removal Notice or otherwise specified by the Administrative Agent in writing or, if no such date is specified in such Servicer Removal Notice or otherwise specified by the Administrative Agent, until a date mutually agreed upon by the Servicer and the Administrative Agent and shall be entitled to receive the Servicer Fee therefor accrued until such date. After such date, the Servicer agrees that it will terminate its activities as Servicer hereunder in a manner that the Administrative Agent believes will facilitate the transition of the performance of such activities to the Replacement Servicer, and except as provided herein the Replacement Servicer shall assume each and all of the Servicer's obligations to service and administer the-138-Collateral, on the terms and subject to the conditions herein set forth, and the Servicer shall use its commercially reasonable efforts to assist the Replacement Servicer in assuming such obligations.(c)Appointment of Replacement Servicer. At any time following the delivery of a Servicer Removal Notice, the Administrative Agent may appoint a successor servicer (the "Replacement Servicer"), which appointment shall take effect upon the Replacement Servicer accepting such appointment by a written assumption in a form satisfactory to the Administrative Agent in its sole discretion; provided that the Required Lenders shall have consented to the appointment of such Replacement Servicer. Upon the appointment of a Replacement Servicer, the initial Servicer shall have no liability with respect to any action performed by the Replacement Servicer on or after the date that the Replacement Servicer assumes the servicing duties of the Servicer.(d)Liabilities and Obligations of Replacement Servicer. Upon its appointment, the Replacement Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, and all references in this Agreement to the Servicer shall be deemed to refer to the Replacement Servicer; provided that the Replacement Servicer shall have (i) no liability with respect to any action performed by the terminated Servicer prior to the date that the Replacement Servicer becomes the successor to the Servicer or any claim of a third party based on any alleged action or inaction of the terminated Servicer, (ii) no obligation to perform any advancing or any repurchase obligations, if any, of the Servicer unless it elects to in its sole discretion, (iii) no obligation to pay any Taxes required to be paid by the Servicer (provided that the Replacement Servicer shall pay any income Taxes for which it is liable), (iv) no obligation to pay any of the fees and expenses of any other party to the transactions contemplated hereby, and (v) no liability or obligation with respect to any Servicer indemnification obligations of any prior Servicer, including the original Servicer. The indemnification obligations of the Replacement Servicer, upon becoming a Replacement Servicer, are expressly limited to those arising on account of its failure to act in good faith and with reasonable care under the circumstances. In addition, the Replacement Servicer shall have no liability relating to the representations and warranties of the Servicer contained in Section 4.02. Any other provision in this Agreement notwithstanding, if a Replacement Servicer is appointed, it shall perform its obligations hereunder in good faith and with reasonable care, exercising a degree of skill and attention no less than what it exercises to service similar assets for itself and for others, such standard of care to be the "Servicing Standard" applicable to it.(e)Subcontracts. The Servicer may, with the prior written consent (such consent not to be unreasonably withheld and shall not be required for any subcontracting to Affiliates of the Servicer) of the Administrative Agent, subcontract with any other Person for servicing, administering or collecting the Collateral; provided that (i) the Servicer shall select any such Person with reasonable care and shall be solely responsible for the fees and expenses payable to any such Person, (ii) the Servicer shall not be relieved of, and shall remain liable for, the performance of the duties and obligations of the Servicer pursuant to the terms hereof without regard to any subcontracting arrangement and (iii) any such subcontract shall be terminable upon the occurrence of a Servicer Removal Event.-139-(f)Waiver. The Borrower acknowledges that, after delivery of a Servicer Removal Notice and appointment as a Replacement Servicer pursuant to this Section 11.01, the Administrative Agent or any of its Affiliates may act as the Replacement Servicer, and the Borrower waives any and all claims against the Administrative Agent, each Lender or any of their respective Affiliates, the Collateral Agent and any of its Affiliates and the Servicer (other than claims relating to such party's gross negligence or willful misconduct) relating in any way to the custodial or collateral administration functions having been performed by the Administrative Agent or any of its Affiliates in any capacity hereunder in accordance with the terms and provisions (including the standard of care) set forth in the Facility Documents.Section 11.02 Duties of the Servicer.(a)Duties. The Servicer shall take or cause to be taken all such actions as may be necessary or advisable to service, administer and collect on the Collateral from time to time, all in accordance with Applicable Law and the Servicing Standard. Prior to the delivery of a Servicer Removal Notice, but subject to the terms of this Agreement (including Section 11.04 and Article VI), the Servicer has the sole and exclusive authority to make any and all decisions with respect to the Collateral and take or refrain from taking any and all actions with respect to the Collateral. Without limiting the foregoing, the duties of the Servicer shall include the following (to the extent required under the terms of this Agreement): (i)supervising the Collateral, including communicating with Obligors, executing amendments, providing consents and waivers, exercising voting rights, enforcing and collecting on the Collateral and otherwise managing the Collateral on behalf of the Borrower;(ii)maintaining all necessary servicing records with respect to the Collateral and providing such reports to the Administrative Agent and each Lender (with a copy to the Collateral Agent and the Custodian) in respect of the servicing of the Collateral (including information relating to its performance under this Agreement) as may be required hereunder or as the Administrative Agent or any Lender may reasonably request in accordance with the requirements of this Agreement and which can be obtained without any undue burden or expense;-140-(v)identifying each Collateral Loan in its internal servicing records to reflect the ownership of such Collateral Loan by the Borrower;(vi)in accordance with the requirements of this Agreement, notifying the Administrative Agent and each Lender of any material action, suit, proceeding, dispute, offset, deduction, defense or counterclaim (A) that is or is threatened to be asserted by an Obligor with respect to any Collateral Loan (or portion thereof) of which it has actual knowledge or has received notice; or (B) that could reasonably be expected to have a Material Adverse Effect;(vii)maintaining the perfected security interest of the Collateral Agent, for the benefit of the Secured Parties, in the Collateral;(viii)directing the Collateral Agent to make payments pursuant to the terms of the Payment Date Report;(ix)assisting the Borrower with respect to the purchase and sale of and payment for the Collateral Loans and Eligible Investments;(x)instructing the Obligors and the administrative agents on the Collateral Loans to make payments directly into the Collection Account established and maintained with the Collateral Agent;(xi)delivering assignments and promissory notes to the Custodian; (xii)complying with such other duties and responsibilities as may be required of the Servicer by this Agreement; and(xiii)assisting in the acquisition and sale of Collateral Loans and other Collateral in accordance with Article X and the Servicing Standard.It is acknowledged and agreed that in circumstances in which a Person other than the Borrower or the Servicer acts as lead agent with respect to any Collateral Loan, the Servicer shall perform its servicing duties hereunder only to the extent a lender under the applicable Related Documents has the right to do so. (b)Notwithstanding anything to the contrary contained herein, the exercise by the Administrative Agent, the Collateral Agent and the Secured Parties of their rights hereunder shall not release the Servicer (unless replaced by a Replacement Servicer) or the Borrower from any of their duties or responsibilities with respect to the Collateral. The Secured Parties, the Administrative

Agent, each Lender and the Collateral Agent shall not have any obligation or liability with respect to any Collateral, nor shall any of them be obligated to perform any of the obligations of the Servicer hereunder, unless one of them becomes a Replacement Servicer hereunder.(c)Any payment by an Obligor in respect of any indebtedness owed by it to the Borrower shall, except as otherwise specified by such Obligor or otherwise required by-141-contract or law and unless otherwise instructed by the Administrative Agent, be applied as a collection of a payment by such Obligor (starting with the oldest such outstanding payment due, provided such obligation is not on non-accrual) to the extent of any amounts then due and payable thereunder before being applied to any other receivable or other obligation of such Obligor.(d)The Servicer agrees to supervise and assist in the investment and reinvestment of the Collateral, and shall perform on behalf of the Borrower the duties that have been expressly delegated to the Servicer in this Agreement and any other Facility Document (and the Servicer shall have no obligation to perform any other duties hereunder or otherwise) and, to the extent necessary or appropriate to perform such duties, the Servicer shall have the power to execute and deliver all necessary and appropriate documents and instruments on behalf of the Borrower with respect thereto. The Servicer shall comply with the terms and conditions hereof and any other Facility Document expressly applicable to it, in its capacity as the Servicer, or otherwise affecting the duties and functions that have been delegated to it thereunder and hereunder as the Servicer and shall perform its obligations hereunder and thereunder in good faith and with reasonable care, using a degree of skill and attention no less than (i) that which would be exercised by a prudent institutional servicer in connection with the servicing and administration of assets similar to the Collateral Loans under similar circumstances and (ii) the Servicer and its Affiliates exercise with respect to comparable assets that it services for itself and for others having similar investment objectives and restrictions substantially in accordance with its existing practices and procedures relating to assets of the nature and character of the Collateral Loans (such standard of care, the “Servicing Standard”).Section 11.03 Authorization of the Servicer.À Á À Á (a)À Á À Á Each of the Borrower, the Administrative Agent and each Lender hereby authorizes the Servicer (including any successor thereto) to take any and all reasonable steps in its name and on its behalf necessary or desirable in the determination of the Servicer and not inconsistent with the grant by the Borrower to the Collateral Agent on behalf of the Secured Parties hereunder, to collect all amounts due under any and all Collateral, including, endorsing any of their names on checks and other instruments representing Collections, executing and delivering any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments, with respect to the Collateral and, after the delinquency of any Collateral and to the extent permitted under and in compliance with Applicable Law, to commence proceedings with respect to enforcing payment thereof. The Borrower and the Collateral Agent on behalf of the Secured Parties shall furnish the Servicer (and any successors thereto) with any powers of attorney and other documents reasonably necessary or appropriate to enable the Servicer to carry out its servicing and administrative duties hereunder. In case any reasonable question arises as to its duties hereunder, the Collateral Agent may request instructions from the Borrower or the Servicer, prior to the occurrence and continuation of an Event of Default, or the Administrative Agent after the occurrence and during the continuation of an Event of Default and shall be entitled at all times to refrain from taking any actions unless it has received instruction from the Borrower, the Servicer or the Administrative Agent, as applicable. In no event shall the Servicer be entitled to make any Secured Party a party to any litigation without such party’s express prior written consent, or to make the Borrower a party to any litigation (other than any routine foreclosure or similar collection procedure) without the Administrative Agent’s consent.-142-(b) The Administrative Agent may, at any time that an Event of Default has occurred and is continuing and the Administrative Agent has accelerated the Obligations under this Agreement in accordance with Section 6.01, notify any Obligor with respect to any Collateral of the assignment of such Collateral to the Collateral Agent on behalf of the Secured Parties and direct that payments of all amounts due or to become due be made directly to the Administrative Agent or any servicer, collection agent or account designated by the Administrative Agent and, upon such notification and at the expense of the Borrower, the Administrative Agent may enforce collection of any such Collateral, and adjust, settle or compromise the amount or payment thereof.Section 11.04 Collection Efforts, Modification of Collateral. (a) The Servicer will use commercially reasonable efforts to collect, or cause to be collected, all payments called for under the terms and provisions of the Collateral Loans included in the Collateral as and when the same become due, all in accordance with the Servicing Standard.(b) In the performance of its obligations hereunder, the Borrower (or the Servicer on its behalf) may enter into any amendment or waiver of or supplement to any Related Document; provided that the prior written consent of the Required Lenders shall be required if an Event of Default has occurred and is continuing or an Event of Default or Default would result from such amendment, waiver or supplement. For the avoidance of doubt, any Collateral Loan that, as a result of any amendment or supplement thereto, ceases to qualify as an Eligible Collateral Loan shall not be included in the Borrowing Base.Section 11.05 Servicer Compensation and Expenses. The Servicer shall be entitled to be paid the Servicer Fee and have its expenses reimbursed as provided in the Priority of Payments.Section 11.06 The Servicer Not to Resign. The Servicer shall not resign from the obligations and duties hereby imposed on it except upon the Servicer’s determination that (a) the performance of its duties hereunder is or becomes impermissible under Applicable Law and (b) there is no reasonable action that the Servicer could take to make the performance of its duties hereunder permissible under Applicable Law. Any such determination permitting the resignation of the Servicer shall be evidenced as to clause (a) above by an opinion or memorandum of counsel to such effect delivered to the Administrative Agent and each Lender. No such resignation shall become effective until a Replacement Servicer shall have assumed the responsibilities and obligations of the Servicer in accordance with Section 11.01(c).ARTICLE XII THE AGENTSSection 12.01 Authorization and Action. (a) Each Lender hereby irrevocably appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and, to the extent applicable, the other Facility Documents as are delegated to such Agent by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, subject to the terms-143-hereof. No Agent shall have any duties or responsibilities, except those expressly set forth herein or in the other Facility Documents to which it is a party or any fiduciary relationship with any Secured Party and no implied covenants, functions, responsibilities, duties or obligations or liabilities on the part of such Agent shall be read into this Agreement or any other Facility Document to which such Agent is a party (if any) as duties on its part to be performed or observed. No Agent shall have or be construed to have any other duties or responsibilities in respect of this Agreement or any other Facility Document and the transactions contemplated hereby or thereby. As to any matters not expressly provided for by this Agreement or the other Facility Documents, no Agent shall be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or, with respect to the Collateral Agent, the Administrative Agent); provided that such Agent shall not be required to take any action which exposes such Agent, in its judgment, to personal liability, cost or expense or which is contrary to this Agreement, the other Facility Documents or Applicable Law, or would be, in its judgment, contrary to its duties hereunder, under any other Facility Document or under Applicable Law. Each Lender agrees that in any instance in which the Facility Documents provide that an Agent’s consent may not be unreasonably withheld, provide for the exercise of such Agent’s reasonable discretion, or provide to a similar effect, it shall not in its instructions (or by refusing to provide instruction) to such Agent withhold its consent or exercise its discretion in an unreasonable manner.(b)If the Collateral Agent has been requested or directed by the Required Lenders (or by the Administrative Agent acting at the direction of the Required Lenders), to take any action pursuant to any provision of this Agreement or any other Facility Document, the Collateral Agent shall not be under any obligation to exercise any of the rights or powers vested in it by this Agreement or such Facility Document in the manner so requested unless it shall have been provided indemnity reasonably satisfactory to it against the costs, expenses and liabilities which may be incurred by it in compliance with or in performing such request or direction. No provision of this Agreement or any other Facility Document shall otherwise be construed to require the Collateral Agent to expend or risk its own funds or to take any action that could in its judgment cause it to incur any cost, expenses or liability, unless it is provided indemnity acceptable to it against any such expenditure, risk, costs, expense or liability. For the avoidance of doubt, the Collateral Agent shall not have any duty or obligation to take any action to exercise or enforce any power, right or remedy available to it under this Agreement or any other Facility Document or any Related Document unless and until directed by the Required Lenders (or the Administrative Agent on their behalf).(c)Neither the Collateral Agent nor any officer, agent or representative thereof shall be personally liable for any action taken by any such Person in accordance with any direction, instruction or notice given by the Required Lenders (or by the Administrative Agent acting at the direction of the Required Lenders), pursuant to the terms of this Agreement or any other Facility Document even if, at the time such action is taken by any such Person, the Required Lenders or Persons purporting to be the Required Lenders are not entitled to give such direction, instruction or notice, except where the Responsible Officer of the Collateral Agent has actual knowledge (without any duty of inquiry or investigation on its part) that the Required Lenders or Persons purporting to be the Required Lenders are not entitled to give such direction, instruction or notice. If any dispute or disagreement shall arise as to the allocation of any sum of-144-money received by the Collateral Agent hereunder or under any Facility Document, the Collateral Agent shall have the right to deliver such sum to a court of competent jurisdiction and therein commence an action for interpleader.(d)If in performing its duties under this Agreement, the Collateral Agent is required to decide between alternative courses of action, it may request written instructions from the Borrower or the Servicer, with a copy to the Administrative Agent, prior to the occurrence and continuation of an Event of Default, or the Administrative Agent, after the occurrence and during the continuation of an Event of Default, as to the course of action desired by it. If the Collateral Agent does not receive such instructions within five (5) Business Days after it has requested them, the Collateral Agent may, but shall be under no duty to, take or refrain from taking any such courses of action. The Collateral Agent shall act in accordance with instructions received after such five (5) Business Day period except to the extent it has already, in good faith, taken or committed itself to take, action inconsistent with such instructions.Section 12.02 Delegation of Duties. Each Agent may execute any of its duties under this Agreement and each other Facility Document by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties; provided that, so long as no Event of Default has occurred, the Agent may not execute any of its duties under this Agreement or any other Facility Document by or through any MS Competitor without the prior consent of the Borrower. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care other than any Affiliates of such Agent.Section 12.03 Agents’ Reliance, Etc. (a) Neither Agent nor any of their respective directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or any of the other Facility Documents, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, each Agent: (i) may consult with legal counsel (including counsel for the Borrower or the Servicer or any of their Affiliates) and independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) makes no warranty or representation to any Secured Party or any other Person and shall not be responsible to any Secured Party or any Person for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or the other Facility Documents; (iii) shall not have any duty to monitor, ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement, the other Facility Documents or any Related Document on the part of the Borrower, the Servicer or any other Person or to inspect the property (including the books and records) of the Borrower or the Servicer; (iv) shall not be responsible to any Secured Party or any other Person for the due execution, legality, validity, enforceability, perfection, genuineness, sufficiency or value of any Collateral (or the validity, perfection, priority or enforceability of the Liens on the Collateral), this Agreement, the other Facility Documents, any Related Document or any other instrument or document furnished pursuant hereto or thereto; and (v) shall incur no liability under or in respect of this Agreement or any other Facility Document by relying on, acting upon (or by refraining from action in reliance on) any notice, consent, certificate (including, for the avoidance of doubt, the Borrowing Base Calculation Statement), instruction or waiver, report, statement, opinion,-145-direction or other instrument or writing (which may be delivered by telecopier, email, cable or telex, if acceptable to it) reasonably believed by it to be genuine and believed by it to be signed or sent by the proper party or parties. No Agent shall have any liability to the Borrower or any Lender or any other Person for the Borrower’s, the Servicer’s, any Lender’s or any other Person’s, as the case may be, performance of, or failure to perform, any of their respective obligations and duties under this Agreement or any other Facility Document.(b)No Agent shall be liable for the actions or omissions of any other Agent (including concerning the application of funds), or under any duty to monitor or investigate compliance on the part of any other Agent with the terms or requirements of this Agreement, any Facility Document or any Related Document, or their duties hereunder or thereunder. Each Agent shall be entitled to assume the due authority of any signatory and genuineness of any signature appearing on any instrument or document it may receive (including each Notice of Borrowing received hereunder) in the absence of its own gross negligence or willful misconduct. No Agent shall be liable for any action taken in good faith and reasonably believed by it to be within the powers conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed, or omitted to be taken by it by reason of the lack of direction or instruction required hereby for such action (including for refusing to exercise discretion or for withholding its consent in the absence of its receipt of, or resulting from a failure, delay or refusal on the part of the Required Lenders to provide, written instruction to exercise such discretion or grant such consent from the Required Lenders, as applicable). No Agent shall be liable for any error of judgment made in good faith unless it shall be proven by a court of competent jurisdiction that such Agent was grossly negligent in ascertaining the relevant facts. Nothing herein or in any Facility Document or Related Document shall obligate any Agent to advance, expend or risk its own funds, or to take any action which in its reasonable judgment may cause it to incur any expense or financial or other liability for which it is not adequately indemnified. No Agent shall be liable for any indirect, special, punitive or consequential damages (including diminution in value or lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action. No Agent shall be charged with knowledge or notice of any matter unless actually known to a Responsible Officer of such Agent, or unless and to the extent written notice of such matter is received by such Agent at its address in accordance with Section13.02. Any permissive grant of power to an Agent hereunder shall not be construed to be a duty to act. Each Agent shall have only the duties and responsibilities as are specifically set forth in this Agreement and no covenants or obligations shall be implied in this Agreement against any Agent. Before acting hereunder, an Agent shall be entitled to request, receive and rely upon such certificates and opinions as it may reasonably determine appropriate with respect to the satisfaction of any specified circumstances or conditions precedent to such action. Neither Agent shall be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper, electronic communication or document. Neither Agent shall be liable for any error of judgment, or for any act done or step taken or omitted by it, in good faith, or for any mistakes of fact or law, or for anything that it may do or refrain from doing in connection herewith, except in the case of its willful misconduct or grossly negligent performance or omission of its duties.(c)No Agent shall be responsible or liable for delays or failures in performance resulting from acts beyond its control. Such acts shall include acts of God, strikes,-146-lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, computer viruses, power failures, loss or malfunction of utilities, communications or computers (software and hardware) services, earthquakes or other disasters.(d)The delivery of reports and other documents and information to the Collateral Agent hereunder or under any other Facility Document is for informational purposes only and the Collateral Agent’s receipt of such documents and information shall not constitute constructive notice of any information contained therein or determinable from information contained therein. The Collateral Agent is hereby authorized and directed to execute and deliver the other Facility Documents to which it is a party. Whether or not expressly stated in such Facility Documents, in performing (or refraining from acting) thereunder, the Collateral Agent shall have all of the rights, benefits, protections and indemnities which are afforded to it in this Agreement.(e)Each Lender acknowledges that, except as expressly set forth in this Agreement, neither Agent has made any representation or warranty to it, and that no act by either Agent hereafter taken, including any consent and acceptance of any assignment or review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by such Agent to any Secured Party as to any matter. Each Lender represents to each Agent that it has, independently and without reliance upon such Agent and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the Servicer, and made its own decision to enter into this Agreement and the other Facility Documents to which it is a party. Each Lender also represents that it will, independently and without reliance upon either Agent or any other Secured Party and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the Facility Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the Servicer. Neither Agent shall have any duty or responsibility to provide any Secured Party with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of the Borrower or Servicer which may come into the possession of such Agent.Section 12.04 Indemnification. Each of the Lenders agrees to indemnify and hold the Agents harmless (to the extent not reimbursed by or on behalf of the Borrower pursuant to Section

13.04 (or otherwise) from and against any and all Liabilities which may be imposed on, incurred by, or asserted against the Agents in any way relating to or arising out of this Agreement or any other Facility Document or any Related Document or any action taken or omitted by the Agents under this Agreement or any other Facility Document or any Related Document; provided that no Lender shall be liable to any Agent for any portion of such Liabilities resulting from such Agent's gross negligence or willful misconduct; and provided, further, that no Lender shall be liable to the Collateral Agent for any portion of such Liabilities unless such Liabilities are imposed on, incurred by, or asserted against the Collateral Agent as a result of any action taken, or not taken, by the Collateral Agent by the express terms of this Agreement or at the direction of the Administrative Agent or such Lender or Lenders, as the case may be, in accordance with the terms and conditions set forth in this Agreement (it being-147-understood and agreed that the Collateral Agent shall be under no obligation to exercise or to honor any of the rights or powers vested in it by this Agreement at the request or direction of the Administrative Agent or any of the Lenders (or other Persons authorized or permitted under the terms hereof to make such request or give such direction) pursuant to this Agreement or any of the other Facility Document, unless the Administrative Agent or such Lenders shall have provided to the Collateral Agent security or indemnity reasonably satisfactory to it against the costs, expenses (including reasonable and documented attorney's fees and expenses) and Liabilities which might reasonably be incurred by it in compliance with such request or direction, whether such indemnity is provided under this Section 12.04 (or otherwise). The rights of the Agents and obligations of the Lenders under or pursuant to this Section 12.04 shall survive the termination of this Agreement, and the earlier removal or resignation of any Agent hereunder. Section 12.05 Successor Agents. (a) Subject to the terms of this Section 12.05, each Agent may, upon thirty (30) days' notice to the Lenders and the Borrower, resign as Administrative Agent or Collateral Agent, as applicable. If an Agent shall resign, then the Required Lenders shall appoint a successor agent. If for any reason a successor agent is not so appointed and does not accept such appointment within thirty (30) days of notice of resignation, such Agent may appoint a successor agent. The appointment of any successor Agent shall be subject to the prior written consent of the Borrower (which consent shall not be unreasonably withheld or delayed); provided that the consent of the Borrower to any such appointment shall not be required if (i) a Material Default or Event of Default shall have occurred and is continuing (other than with respect to a MS Competitor) or (ii) if such successor agent is a Lender or an Affiliate of such Agent or any Lender. Any resignation of an Agent shall be effective upon the appointment of a successor agent pursuant to this Section 12.05. After the effectiveness of any retiring Agent's resignation hereunder as Agent, the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Facility Documents and the provisions of this Article XII shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while it was Agent under this Agreement and under the other Facility Documents. If no successor Collateral Agent shall have been appointed and an instrument of acceptance by a successor Collateral Agent shall not have been delivered to the Collateral Agent within sixty days after giving of notice of resignation by the Collateral Agent, the resigning Collateral Agent may petition any court of competent jurisdiction for the appointment of a successor Collateral Agent. (b) Any Person (i) into which the Collateral Agent may be merged or consolidated, (ii) that may result from any merger or consolidation to which the Collateral Agent shall be a party, or (iii) that may succeed to the corporate trust properties and assets of the Collateral Agent substantially as a whole, shall be the successor to the Collateral Agent under this Agreement without further act of any of the parties to this Agreement. Section 12.06 The Collateral Agent. A.A.A. (a) A.A.A. The Collateral Agent shall have no liability for losses arising from (i) any cause beyond its control, (ii) any delay, error, omission or default of any mail, telegraph, cable or wireless agency or operator, or (iii) the acts or edicts of any government or governmental agency or other group or entity exercising governmental powers. -148- (b) It is expressly acknowledged and agreed that the Collateral Agent is not guaranteeing the performance of or assuming any liability for the obligations of the other parties hereto or any portion of the Collateral. (c) The Collateral Agent shall not be responsible for the preparation or filing of any UCC financing statements or continuation statements or the correctness of any financing statements filed in connection with this Agreement or the validity or perfection of any lien or security interest created pursuant to this Agreement. (d) The Collateral Agent shall not be liable for interest on any money received by it except as the Collateral Agent may agree in writing with the Borrower. In no event shall the Collateral Agent be liable for the selection of any investments or any losses in connection therewith (except in its capacity as obligor thereunder, if applicable), or for any failure of the relevant party to provide investment instruction to the Collateral Agent in connection with the investment of funds in or from any account set forth herein. (e) The Collateral Agent shall have no liability for any failure, inability or unwillingness on the part of the Servicer, the Borrower or the Administrative Agent to provide accurate and complete information on a timely basis to the Collateral Agent, or otherwise on the part of any such party to comply with the terms of this Agreement, and shall have no liability for any inaccuracy or error in the performance or observance on the Collateral Agent's part of any of its duties hereunder that is caused by or results from any such inaccurate, incomplete or untimely information received by it, or other failure on the part of any such other party to comply with the terms hereof. (f) The Collateral Agent shall not be bound to make any investigation into the facts or matters stated in any certificate, report or other document or electronic communication; provided, however, that, if the form thereof is prescribed by this Agreement, the Collateral Agent shall examine the same to determine whether it conforms on its face to the requirements hereof. The Collateral Agent shall not be deemed to have knowledge or notice of any matter unless actually known to a Responsible Officer. It is expressly acknowledged by the Borrower, the Servicer, the Lenders and the Administrative Agent that performance by the Collateral Agent of its various duties hereunder (including recalculations to be performed in respect of the matters contemplated hereby) shall be based upon, and in reliance upon, data, information and notices provided to it by the Servicer (and/or the Borrower) and/or any related bank agent, obligor or similar party with respect to the Collateral, and the Collateral Agent shall have no responsibility for the accuracy of any such information or data provided to it by such persons and shall be entitled to update its records (as it may deem necessary or appropriate). Nothing herein shall impose or imply any duty or obligation on the part of the Collateral Agent to verify, investigate or audit any such information or data, or to determine or monitor on an independent basis whether any issuer of the Collateral is in default or in compliance with the underlying documents governing or securing such item of Collateral, from time to time. (g) The Collateral Agent shall have no duty to determine or inquire into the happening or occurrence of any event or contingency, and it is agreed that its duties hereunder are purely ministerial in nature. -149- (h) Should any controversy arise between the undersigned with respect to the Collateral held by the Collateral Agent, the Collateral Agent shall follow the instructions of the Administrative Agent on behalf of the Secured Parties (provided that to the extent practicable, the Collateral Agent shall provide written notice of such controversy to the Servicer). (i) The powers conferred on the Collateral Agent hereunder are solely to protect its interest (on behalf of the Secured Parties) in the Collateral and shall not impose any duty on it to exercise any such powers. Except for performing the obligations expressly imposed on the Collateral Agent hereunder, the Collateral Agent shall have no duty as to any Collateral or responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters or taking any steps to preserve rights against prior parties or other rights pertaining to any Collateral. (j) In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering, the Collateral Agent may be required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Collateral Agent. Accordingly, each of the parties hereto agrees to provide to the Collateral Agent upon its request from time to time such identifying information and documentation as may be available to such party in order to enable the Collateral Agent to comply with such requirements. (k) If U.S. Bank, any Affiliate thereof or the Collateral Agent is also acting in another capacity, including as Custodian or Securities Intermediary, the rights, protections, immunities and indemnities afforded to U.S. Bank, its applicable Affiliates or the Collateral Agent pursuant to this Article XII shall also be afforded to U.S. Bank, its applicable Affiliates or the Collateral Agent acting in such capacities; provided that such rights, protections, benefits, immunities and indemnities shall be in addition to, and not in limitation of, any rights, protections, benefits, immunities and indemnities provided in the Custodian Agreement, Account Control Agreement or any other Facility Documents to which U.S. Bank, its applicable Affiliates or the Collateral Agent in such capacity is a party. (l) The Collateral Agent shall not have any obligation to determine if a Collateral Loan meets the criteria specified in the definition of Eligible Collateral Loan or if the requirements set forth in the definition of "Deliverable" have been satisfied. (m) The Collateral Agent shall not be under any obligation (i) to monitor, determine or verify the unavailability or cessation of Term SOFR (or any other Applicable Index, floating rate, interest rate or Benchmark Replacement), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of, any Benchmark Replacement Date, Benchmark Transition Event, Benchmark Unavailability Period, (ii) to select, determine or designate any Benchmark Replacement or other alternate benchmark rate, or other successor or replacement rate, or whether any conditions to the designation of such a rate have been satisfied, or (iii) to select, determine or designate any Benchmark Replacement Adjustment or other modifier to any Benchmark Replacement or other replacement or successor rate or 150-index, or (iv) to determine whether or what Benchmark Replacement Conforming Changes are necessary or advisable, if any, in connection with any of the foregoing. (n) The Collateral Agent shall not be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement as a result of the unavailability of Term SOFR (or any Benchmark Replacement or other Applicable Index, floating rate or other Interest Rate) and absence of any Benchmark Replacement or other replacement index or floating rate, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Administrative Agent, the Borrower or the Servicer, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties. ARTICLE XIII MISCELLANEOUS Section 13.01 No Waiver; Modifications in Writing. (a) No failure or delay on the part of any Secured Party exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver of any provision of this Agreement or any other Facility Document, and any consent to any departure by any party to this Agreement or any other Facility Document from the terms of any provision of this Agreement or such other Facility Document, shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower or the Servicer in any case shall entitle the Borrower or the Servicer to any other or further notice or demand in similar or other circumstances. (b) No amendment, modification, supplement or waiver of this Agreement shall be effective unless signed by the Borrower, the Servicer, the Administrative Agent and the Required Lenders; provided that: (i) any Fundamental Amendment shall require the written consent of all Lenders affected thereby; and (ii) no such amendment, modification, supplement or waiver shall amend, modify or otherwise affect the rights or duties of any Agent hereunder without the prior written consent of such Agent. (c) Notwithstanding anything to the contrary herein, (i) in connection with the increase of the Individual Lender Maximum Funding Amounts hereunder, only the consent of the Lender increasing its Individual Lender Maximum Funding Amount (or providing a new Individual Lender Maximum Funding Amount) shall be required for any amendment that effects such increase in Individual Lender Maximum Funding Amounts and (ii) the Administrative Agent and the Borrower shall be permitted to amend any provision of the Facility Documents (and such amendment shall become effective without any further action or consent of any other party to any Facility Document) if the Administrative Agent and the Borrower shall have jointly-151-identified an obvious error or any error or omission of a technical or immaterial nature in any such provision. (d) Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Individual Lender Maximum Funding Amount of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender. Section 13.02 Notices, Etc. Except where telephonic instructions are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered, certified or express mail, postage prepaid, or by facsimile transmission, or by prepaid courier service, or by electronic mail (if the recipient has provided an email address in Schedule 5). Notices and communications by facsimile and e-mail shall be effective when sent, and notices and communications sent by other means shall be effective when received by the intended recipient thereof in accordance with the provisions of this Section 13.02. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section 13.02, notices, demands, instructions and other communications in writing shall be given to or made upon the respective parties hereto at their respective addresses (or to their respective facsimile numbers or email addresses) indicated in Schedule 5, and, in the case of telephonic instructions or notices, by calling the telephone number or numbers indicated for such party in Schedule 5. U.S. Bank or any Affiliates in each of its capacities under the Facility Documents agrees to accept and act upon instructions or directions pursuant to this Agreement, any other Facility Document, or any Related Document or any document executed in connection herewith or therewith sent by unsecured email, facsimile transmission or other similar unsecured electronic methods; provided, however, that any person providing such instructions or directions shall provide to U.S. Bank or such Affiliate an incumbency certificate listing persons designated to provide such instructions or directions as such incumbency certificate may be supplemented from time to time. If any person elects to give U.S. Bank or any Affiliate email or facsimile instructions (or instructions by a similar electronic method) and U.S. Bank or its Affiliates in its discretion elects to act upon such instructions, U.S. Bank's or such Affiliate's reasonable understanding of such instructions shall be deemed controlling. U.S. Bank and its Affiliates shall not be liable for any losses, costs or expenses arising directly or indirectly from U.S. Bank's or such Affiliate's reliance upon and compliance with such instructions notwithstanding such instructions conflicting with or being inconsistent with a subsequent written instruction. Any person providing such instructions or directions acknowledges and agrees that there may be more secure methods of transmitting such instructions than the method(s) selected by it and agrees that the security procedures (if any) to be followed in connection with its transmission of such instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances. -152- In addition to all other instruction methods permitted under this Agreement, the Borrower hereby directs U.S. Bank and its Affiliates in each of their respective capacities under the Facility Documents to accept instructions sent pursuant to secure financial messaging services provided by SWIFT, which shall constitute instructions from the Borrower (or the Servicer on behalf of the Borrower) for all purposes hereunder. The Borrower instructs U.S. Bank and its Affiliates to accept and process SWIFT transmissions initiated by the Borrower or the Servicer on its behalf to the same extent that written wire transfer instructions are accepted and processed by U.S. Bank or such Affiliate, as applicable. U.S. Bank and its Affiliates their each of its capacities under the Facility Documents may conclusively rely on SWIFT transmissions to release payments as instructed, subject to any verification of information as requested by U.S. Bank or such Affiliate in such capacity, including the call back process to an individual designated by the Borrower or the Servicer as authorized to provide such verification. U.S. Bank and any applicable Affiliate may also request, and the Borrower or the Servicer will provide, an additional signed direction (whether by manual, facsimile, PDF or other electronic signature) in order for U.S. Bank or any applicable Affiliate to make such payment in connection with any SWIFT transmission. For purposes of compliance with any incumbency certificate of the Borrower or the Servicer, all instructions received by U.S. Bank or any Affiliate through the methodology described herein shall be deemed in compliance with the procedures outlined therein (to the extent applicable). Section 13.03 Taxes. (a) Any and all payments by or on account of any obligation of the Borrower under any Facility Document shall be made without deduction or withholding for any and all Taxes with respect thereto, unless required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of the Borrower or the Administrative Agent) requires the deduction or withholding of any Tax from any such payment by the Borrower or the Administrative Agent, then the Borrower or the Administrative Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as may be necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 13.03) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made. (b) The Borrower agrees to timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes. (c) The Borrower agrees to indemnify each Recipient, within 10 days after demand therefor, for (i) the full amount of any Indemnified Taxes (including any Indemnified Taxes imposed or asserted by any jurisdiction on or attributable to amounts payable under this Section 13.03) payable or paid by any Recipient or required to be withheld or deducted from a payment to such Recipient and (ii) any reasonable expenses arising therefrom or with respect thereto, in each case whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Recipient (with a copy to the Administrative-153-Agent), or by the Administrative Agent on its own behalf or on behalf of another Recipient, shall be conclusive absent manifest error. (d) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified

Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lenderâ€™s failure to comply with the provisions of Section 13.06(c)(ii) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Facility Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Facility Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 13.03(d). (e) As soon as practicable after the date of any payment of Taxes by the Borrower to Governmental Authority pursuant to this Section 13.03, the Borrower will furnish to the Administrative Agent the original or a certified copy of a receipt issued by the relevant Governmental Authority evidencing payment thereof, a copy of the return reporting such payment, or other evidence of payment as may be reasonably satisfactory to the Administrative Agent. (f) If any Recipient in its sole discretion, but acting in good faith, determines that it has received a refund of any Taxes with respect to which it has been indemnified pursuant to this Section 13.03 (including by the payment of additional amounts pursuant to Section 13.03(a)), such Recipient shall reimburse the Borrower (or the Servicer, as applicable) such amount of any refund received (net of reasonable out-of-pocket expenses incurred), but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), as such Secured Party shall determine in its sole discretion, but acting in good faith, to be attributable to the relevant Indemnified Taxes; provided that in the event that such Secured Party is required to repay such refund to the relevant taxing authority, the Borrower agrees to return the refund to such Secured Party. Notwithstanding anything to the contrary in this Section 13.03(f), in no event will any Secured Party be required to pay any amount to an indemnifying party pursuant to this Section 13.03(f) the payment of which would place such Secured Party in a less favorable net after-Tax position than such Secured Party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. Unless required by Applicable Law, at no time shall any Agent have any obligation to file for or otherwise pursue on behalf of a Lender, or have any obligation to pay to any Lender, any refund of Taxes withheld or deducted from funds paid for the account of such Lender, as the case may -154-be. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person. (g)(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Facility Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 13.03(g)(ii), (iii) and (v) below) shall not be required if in the Lenderâ€™s reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. (ii) Without limiting the generality of Section 13.03(g)(i), each Lender that is a U.S. Person shall, on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or any Agent), deliver to the Borrower and each Agent, two accurate, complete and signed copies of U.S. Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax. (iii) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and each Agent, on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or any Agent), two accurate, complete and signed copies of whichever of the following is applicable: (A) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Facility Document, executed copies of U.S. Internal Revenue Service Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the â€œinterestâ€ article of such tax treaty and (y) with respect to any other applicable payments under any Facility Document, U.S. Internal Revenue Service Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the â€œbusiness profitsâ€ or â€œother incomeâ€ article of such tax treaty; (B) executed copies of U.S. Internal Revenue Service Form W-8ECI-155-(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not a â€œbankâ€ within the meaning of Section 881(c)(3)(A) of the Code, a â€œ10 percent shareholderâ€ of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a â€œcontrolled foreign corporationâ€ described in Section 881(c)(3)(C) of the Code (a â€œU.S. Tax Compliance Certificateâ€) and (y) executed copies of U.S. Internal Revenue Service Form W-8BEN-E (or W-8BEN, as applicable); or (D) to the extent a Foreign Lender is not the beneficial owner, executed copies of U.S. Internal Revenue Service Form W-BIMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E (or W-8BEN, as applicable), a U.S. Tax Compliance Certificate, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate on behalf of each such direct and indirect partner. (iv) Each Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agents (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or any Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Agents to determine the withholding or deduction required to be made. (v) If a payment made to a Recipient under any Facility Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Recipient has complied with such Recipientâ€™s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 13.03(g)(v), â€œFATCAâ€ shall include any amendments made to FATCA after the date of this Agreement. Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or -156-certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so. (h) If any Lender requires the Borrower to pay any Indemnified Taxes or additional amount to such Lender or any Governmental Authority for the account of such Lender pursuant to this Section 13.03, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Advances hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if such Lender determines, in its sole discretion that such designation or assignment (i) would eliminate or reduce amounts payable pursuant to this Section 13.03 in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment. (i) Each partyâ€™s obligations under this Section 13.03 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Individual Lender Maximum Funding Amounts and the repayment, satisfaction or discharge of all obligations under any Facility Document. Section 13.04 Costs and Expenses; Indemnification. (a) The Borrower agrees to promptly pay on demand all reasonable and documented out-of-pocket costs and expenses of the Agents and the Lenders in connection with the preparation, review, negotiation, reproduction, execution and delivery of this Agreement and the other Facility Documents, including the reasonable and documented fees and disbursements of one outside counsel for the Administrative Agent and one outside counsel for the Collateral Agent, costs and expenses of creating, perfecting, releasing or enforcing the Collateral Agentâ€™s security interests in the Collateral, including filing and recording fees, expenses, search fees, UCC filing fees and the equivalent thereof in any foreign jurisdiction, if applicable, and all other related fees and expenses in connection therewith; and in connection with the administration and any waiver, consent, modification or amendment or similar agreement in respect of this Agreement, the Notes or any other Facility Document and advising the Agents and Lenders as to their respective rights, remedies and responsibilities. The Borrower agrees to promptly pay on demand all reasonable and documented costs and expenses of each of the Secured Parties in connection with the enforcement of this Agreement, the Notes or any other Facility Document, including all reasonable and documented out-of-pocket costs and expenses incurred by the Collateral Agent in connection with the preservation, collection, foreclosure or enforcement of the Collateral subject to the Facility Documents or any interest, right, power or remedy of the Collateral Agent and the Replacement Servicer (including in its capacity as Replacement Servicer) or in connection with the collection or enforcement of any of the Obligations or the proof, protection, administration or resolution of any claim based upon the Obligations in any insolvency proceeding, including all reasonable fees and disbursements of outside attorneys, accountants, auditors, consultants, appraisers and other professionals engaged by the Collateral Agent; provided that, in each case, there shall be one primary outside attorney and one local counsel representing each of (x) the Lenders and the Administrative Agent, taken as a whole and (y) the Collateral Agent, the Securities Intermediary and the Custodian, taken as a whole, unless any conflict of interest arises. Without prejudice to its rights hereunder, the expenses and the compensation for the services of the Secured Parties are intended to constitute expenses of administration under any -157-applicable bankruptcy law. For the avoidance of doubt, this Section 13.04(a) shall not apply to Taxes, other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim, which shall be covered by Section 13.03. (b) The Borrower agrees to indemnify and hold harmless each Secured Party and each of their Affiliates and the respective officers, directors, employees, agents, managers of, and any Person controlling any of, the foregoing (each, an â€œIndemnified Partyâ€) from and against any and all Liabilities that may be incurred by or asserted or awarded against any Indemnified Party, whether brought by or involving the Borrower or any third party, in each case arising out of or in connection with or by reason of the execution, delivery, enforcement, performance, administration of or otherwise arising out of or incurred in connection with this Agreement, any other Facility Document, any Related Document or any transaction contemplated hereby or thereby (and regardless of whether or not any such transactions are consummated); except that the Borrower shall not be liable to the extent any such Liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Partyâ€™s bad faith, gross negligence or willful misconduct; provided that any payment hereunder which relates to taxes, levies, imposes, deductions, charges and withholdings, and all liabilities (including penalties, interest and expenses) with respect thereto, or additional sums described in Sections 2.10, 2.11 or 13.03, shall not be covered by this Section 13.04(b). (c) The Servicer agrees to indemnify and hold harmless each Indemnified Party from and against any and all Liabilities that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of any one or more of the following: (i) any breach by the Servicer of any covenant or any of its obligations under any Facility Document, (ii) the failure of any of the representations or warranties of the Servicer set forth in any Facility Document or in any certificate, statement or report delivered in connection therewith to be true when made or when deemed made or repeated and (iii) by reason of any gross negligence, bad faith or willful misconduct (as determined by the final non-appealable judgment of a court of competent jurisdiction) on the part of the Servicer in its capacity as Servicer; except the Servicer shall not be liable to the extent any such Liability (x) results from the performance or non-performance of the Collateral Loans or (y) is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Partyâ€™s bad faith, gross negligence or willful misconduct; provided that any payment hereunder which relates to taxes, levies, imposes, deductions, charges and withholdings, and all liabilities (including penalties, interest and expenses) with respect thereto, or additional sums described in Sections 2.10, 2.11 or 13.03, shall not be covered by this Section 13.04(c). The Servicer shall not have any liability hereunder to any Indemnified Party to the extent an Indemnified Party affects any settlement of a matter that is (or could be) subject to indemnification hereunder without the prior written consent of the Servicer (which consent shall not be unreasonably withheld or delayed). (d) The Equityholder agrees to indemnify and hold harmless each Indemnified Party from and against any and all Liabilities that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of any one or more of the following: (i) any breach by the Equityholder of any covenant or any of its obligations set forth in Section 13.22 and (ii) the failure of any of the representations -158- or warranties of the Equityholder set forth in Section 4.03(o), (p), (q) and (r) and Section 13.22 or in any certificate, statement or report delivered in connection therewith to be true when made or when deemed made or repeated. Section 13.05 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Section 13.06 Assignability. Â Â Â Â (a) Â Â Â Â Each Lender may, with the consent of the Administrative Agent and the Borrower, assign to an assignee all or a portion of its rights and obligations under this Agreement (including all or a portion of its outstanding Advances or interests therein owned by it, together with ratable portions of its Individual Lender Maximum Funding Amount); provided that: (i) each of the Borrowerâ€™s and the Administrative Agentâ€™s consent to any such assignment (A) shall not be unreasonably withheld or delayed and (B) shall not be required if the assignee is a Permitted Assignee with respect to such assignor; and (ii) the Borrowerâ€™s consent to any such assignment pursuant to this Section 13.06(a) shall not be required (other than with respect to an assignment to a MS Competitor) if (x) a Material Default or an Event of Default shall have occurred and is continuing (and not been waived by the Lenders in accordance with Section 13.01) or (y) such assignment is required by any Change in Law. The parties to each such assignment shall execute and deliver to the Administrative Agent (with a copy to the Collateral Agent) an Assignment and Acceptance and the applicable tax forms required by Section 13.03(g). Notwithstanding any other provision of this Section 13.06, no assignment by any Lender to the Borrower or any of its Affiliates shall be permitted. (b) The Borrower may not assign its rights or obligations hereunder or any interest herein without the prior written consent of the Agents and the Lenders. (c)(i) Â Â Â Â Any Lender may, without the consent of (other than with respect to a participation to a MS Competitor), but with notice to, the Borrower, sell participations to Participants in all or a portion of such Lenderâ€™s rights and obligations under this Agreement; provided that (A) such Lenderâ€™s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) such Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lenderâ€™s rights and obligations under this Agreement, and (D) each Participant shall have agreed to be bound by this Section 13.06(c), Section 13.06(d), Section 13.06(e) and Section 13.17. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any -159-provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any Fundamental Amendment. Sections 2.10, 2.11, and 13.03 shall apply to each Participant as if it were a Lender and had acquired its interest by assignment pursuant to clause (a) of this Section 13.06 (subject to the requirements and limitations set forth in Section 13.03, including the requirements under Section 13.03(g)); provided that (A) such Participant agrees to be subject to the provisions of Section 13.03(g) as if it were an assignee under clause (a) of this Section 13.06 and (B) no Participant shall be entitled to any amount under Section 2.10, 2.11, or 13.03 which is greater than the amount the related Lender would have been entitled to under any such Sections or provisions if the applicable participation had not occurred, except to the extent such entitlement to receive a greater amount results from a Change in Law that occurs after the Participant acquired the applicable participation. (ii) In the event that any Lender sells participations in any portion of its rights and obligations hereunder, such Lender as nonfiduciary agent for the Borrower shall maintain a register on which it enters the name and address of all participants in the Advances held by it and the principal amount (and stated interest thereon) of the portion

of the Advance which is the subject of the participation (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Facility Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) and proposed Section 1.163-5(b) of the United States Treasury Regulations. The entries in a Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in such Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register. This Section 13.06(c)(ii) shall be construed so that such commitments, loans, letters of credit or other obligations are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code, Section 5f.103-1(c) of the United States Treasury regulations, and any other related regulations or successor provisions or regulations.(d)The Administrative Agent, on behalf of and acting solely for this purpose as the nonfiduciary agent of the Borrower, shall maintain at its address specified in Section 13.02 or such other address as the Administrative Agent shall designate in writing to the Lenders, a copy of this Agreement and each signature page hereto and each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the aggregate outstanding principal amount of the outstanding Advances maintained by each Lender under this Agreement (and any stated interest thereon). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice. An Advance (and a Note, if any, evidencing -160-the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each Note, if any, shall expressly so provide) and compliance with this Section 13.06. The Administrative Agent shall update and furnish to the Collateral Agent and the Borrower from time to time at the request of the Collateral Agent or the Borrower an updated version of Schedule 1 reflecting the then-current allocation of the Individual Lender Maximum Funding Amounts.(e)Notwithstanding anything to the contrary set forth herein or in any other Facility Document, each Lender hereunder, and each Participant, must at all times be a "qualified purchaser" as defined in the Investment Company Act (a "Qualified Purchaser") and a "qualified institutional buyer" as defined in Rule 144A under the Securities Act (a "QIB"). Each Lender represents to the Borrower, (i) on the date that it becomes a party to this Agreement (whether by being a signatory hereto or by entering into an Assignment and Acceptance) and (ii) on each date on which it makes an Advance hereunder, that it is a Qualified Purchaser and a QIB. Each Lender further agrees that it shall not assign, or grant any participations in, any of its Advances or its Individual Lender Maximum Funding Amounts to any Person unless such Person is a Qualified Purchaser and a QIB.(f)Notwithstanding any other provision of this Section 13.06, any Lender may at any time pledge or grant a security interest in all or any portion of its rights (including rights to payment of principal and interest) under this Agreement to secure obligations of such Lender, including any pledge or security interest granted to a Federal Reserve Bank, without notice to or consent of the Borrower or the Administrative Agent; provided that no such pledge or grant of a security interest shall release such Lender from any of its obligations hereunder or substitute any such pledgee or grantee for such Lender as a party hereto.Section 13.07 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FACILITY DOCUMENT (EXCEPT, AS TO ANY OTHER FACILITY DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. Section 13.08 Severability of Provisions. Any provision of this Agreement or any other Facility Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Section 13.09 Confidentiality. The parties hereto agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed by any party (a) to its Affiliates, directors, officers, members, principals and employees, and to its agents, counsel and other advisors that have a need for such information relative to this facility (collectively, the "Related Parties") (it being understood that, in each case, the Persons to -161-whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and the disclosing party shall be responsible for any breach by its Related Parties under this Section 13.09); (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), it being understood that the Persons to whom such disclosure is made shall be informed of the confidential nature of such Information; (c) to the extent required by Applicable Law or by any subpoena or similar legal process; provided that with respect to disclosures of Information pursuant to a subpoena or similar legal process, (A) prior to any disclosure under this clause (c) the disclosing party agrees to provide the Borrower with prior written notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior written notice to the Borrower pursuant to the terms of the subpoena or other legal process and (B) any disclosure under this clause (c) shall be limited to the portion of the Information as may be required by such Governmental Authority pursuant to such subpoena or other legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Facility Document or any action or proceeding relating to this Agreement or any other Facility Document or the enforcement of rights hereunder or thereunder; (f) solely with respect to the Administrative Agent or any Lender, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights and obligations under this Agreement; provided that (x) such assignee or participant (or prospective assignee or participant) would be permitted to be an assignee or participant pursuant to the terms hereof and (y) such assignee or participant (or prospective assignee or participant) has agreed to maintain confidentiality pursuant to this Section 13.09 or another non-disclosure agreement substantially similar hereto, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder that has agreed to maintain confidentiality pursuant to this Section 13.09; or (iii) any rating agency or (g) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section by such party, or (y) becomes available to such party or any of their respective Affiliates on a nonconfidential basis from a source other than a party to this Agreement. For purposes of this Section 13.09, "Information" means all information received from a party to this Agreement, the terms and substance of this Agreement and each other Facility Document and any term sheet. Section 13.10 Merger. This Agreement and the other Facility Documents executed by the Administrative Agent or the Lenders taken as a whole incorporate the entire agreement between the parties hereto and thereto concerning the subject matter hereof and thereof and this Agreement and such other Facility Documents supersede any prior agreements among the parties relating to the subject matter thereof. Section 13.11 Survival. All representations and warranties made hereunder, in the other Facility Documents and in any certificate delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery of this Agreement and the making of the Advances hereunder. The agreements in Sections 2.10, 2.11, 2.13, 12.04, 13.03, 13.04, 13.09, 13.15 and 13.17 and this Section 13.11 shall survive the termination of this Agreement in whole or in part, the payment in full of the principal of and interest on the -162-Advances, any foreclosure under, or modification, release or discharge of, any or all of the Related Documents and the resignation or replacement of any Agent. Section 13.12 Submission to Jurisdiction; Waivers; Etc. A A A Each party hereto hereby irrevocably and unconditionally: (a) submits for itself and its property in any legal action or proceeding relating to this Agreement or the other Facility Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York in the Borough of Manhattan, the courts of the United States of America for the Southern District of New York, and the appellate courts of any of them; (b) consents that any such action or proceeding may be brought in any court described in Section 13.12(a) and waives to the fullest extent permitted by Applicable Law any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) solely in the case of each party hereto (other than the Borrower, the Servicer, the Equityholder and the Collateral Agent) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address set forth in Section 13.02 or at such other address as may be permitted thereunder; (d) EACH OF THE BORROWER, SERVICER AND EQUITYHOLDER IRREVOCABLY APPOINTS THE CORPORATION TRUST COMPANY (THE "PROCESS AGENT") WITH AN OFFICE ON THE DATE HEREOF AT 1209 ORANGE STREET, CITY OF WILMINGTON, COUNTY OF NEW CASTLE, DELAWARE 19801, AS ITS AGENT TO RECEIVE ON ITS BEHALF AND PROPERTY SERVICE OF COPIES OF ANY SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED IN ANY SUCH ACTION OR PROCEEDING. SUCH SERVICE MAY BE MADE BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO THE BORROWER, SERVICER OR EQUITYHOLDER IN CARE OF THE PROCESS AGENT AT THE PROCESS AGENT'S ABOVE ADDRESS, AND EACH OF THE BORROWER, SERVICER AND EQUITYHOLDER HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS THE PROCESS AGENT TO ACCEPT SUCH SERVICE ON ITS BEHALF. AS AN ALTERNATIVE METHOD OF SERVICE, EACH OF THE BORROWER, SERVICER AND EQUITYHOLDER ALSO IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SET FORTH IN SECTION 13.02 IN THE MANNER DESCRIBED ABOVE. EACH OF THE BORROWER, SERVICER AND EQUITYHOLDER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PERMITTED BY LAW. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHTS OF ANY PARTY HERETO TO SERVE LEGAL PROCESS IN ANY MANNER PERMITTED -163-BY LAW OR AFFECT SUCH PARTY'S RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY OF THE BORROWER, SERVICER AND EQUITYHOLDER OR ANY OTHER PARTY HERETO OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION; and (e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding against any Secured Party arising out of or relating to this Agreement or any other Facility Document any special, exemplary, punitive or consequential damages. Section 13.13 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER FACILITY DOCUMENT OR FOR ANY COUNTERCLAIM HEREIN OR THEREIN OR RELATING HERETO OR THERETO. Section 13.14 Right of Setoff; Payments Pro Rata. (a) Subject to Section 9.01(a), if an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Facility Document to such Lender or their respective Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Facility Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.17 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application, provided, that the failure to give such notice shall not affect the validity of such setoff and application. (b) Each of the Lenders agrees that, if it should receive any amount under this Agreement (whether by voluntary payments, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Facility Documents, or otherwise) which is applicable to the payment of the principal of, or interest on, the Advances or fees, of a sum which with respect to the related sum or sums received by other Lenders is in a greater proportion than the total of such Obligation then owed -164-and due to such Lender bears to the total of such Obligation then owed and due to all of the Lenders immediately prior to such receipt, then such Lender receiving such excess payment shall purchase for cash without recourse or warranty from the other Lenders an interest in the Obligations to such other Lenders in such amount as shall result in a proportional participation by all of the Lenders in such disproportionate sum received; provided that if all or any portion of such excess amount is thereafter recovered from such Lender, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. Section 13.15 PATRIOT Act Notice. Each Agent and Lender hereby notifies the Borrower that, pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law on October 26, 2001)) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Agent or Lender to identify the Borrower in accordance with the PATRIOT Act. The Borrower shall provide, to the extent commercially reasonable, such information and take such actions as are reasonably requested by any Lender or Agent in order to assist such Lender or Agent, as applicable, in maintaining compliance with the PATRIOT Act. Section 13.16 Legal Holidays. In the event that the date of prepayment of Advances or the Final Maturity Date shall not be a Business Day, then notwithstanding any other provision of this Agreement or any other Facility Document, payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of any such date of prepayment or Final Maturity Date, as the case may be, and interest shall accrue on such payment for the period from and after any such nominal date to but excluding such next succeeding Business Day. Section 13.17 Non-Petition. Each of the Servicer and each Secured Party hereby agrees not to institute against, or join, cooperate with or encourage any other Person in instituting against, the Borrower any bankruptcy, reorganization, receivership, arrangement, insolvency, moratorium or liquidation proceeding or other proceeding under federal or state bankruptcy or similar laws until at least one year and one day, or, if longer, the applicable preference period then in effect plus one day, after the payment in full of all outstanding Obligations and the termination of all Individual Lender Maximum Funding Amounts; provided that nothing in this Section 13.17 shall preclude, or be deemed to prevent, any Secured Party (a) from taking any action prior to the expiration of the aforementioned one year and one day period, or, if longer, the applicable preference period then in effect, in (i) any case or proceeding voluntarily filed or commenced by the Borrower or (ii) any involuntary insolvency proceeding filed or commenced against the Borrower by a Person other than any such Secured Party, or (b) from commencing against the Borrower or any properties of the Borrower any legal action which is not a bankruptcy, reorganization, receivership, arrangement, insolvency, moratorium or liquidation proceeding or other proceeding under federal or state bankruptcy or similar laws. The provisions of this paragraph shall survive the termination of this Agreement. The provisions of this Section 13.17 are a material inducement for the Secured Parties to enter into this Agreement and the transactions contemplated hereby and are an essential term hereof. The parties hereby agree that monetary damages are not adequate for a breach of the provisions of this Section 13.17 and the Administrative Agent may seek and obtain specific performance of such provisions (including injunctive relief), including, without limitation, in any bankruptcy, -165-reorganization, arrangement, winding up, insolvency, moratorium, winding up or liquidation proceedings, or other proceedings under United States federal or state bankruptcy laws, or any similar laws. Section 13.18 Waiver of Setoff. Each of the Borrower and the Servicer hereby waives any right of setoff it may have or to which it may be entitled under this Agreement or under any Applicable Law from time to time against the Administrative Agent, any Lender or its respective assets. Section 13.19 Collateral Agent Execution and Delivery. By executing this Agreement, each Lender hereby consents to the terms of this Agreement, directs the Collateral Agent to execute and deliver this Agreement, and acknowledges and agrees that the Collateral Agent shall be fully protected in relying upon the foregoing consent and direction and hereby releases the Collateral Agent and its respective officers, directors, agents, employees and shareholders, as applicable, from any liability for complying with such direction, except as a result of gross negligence or willful misconduct of the Collateral Agent. Section 13.20 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Facility Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges and accepts that any liability of any Affected Financial Institution arising under or in connection with any Facility Document, to the extent such liability is unsecured, may be

subject to the write-down and conversion powers to the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and (b) the effects of any Bail-In Action on any such liability, including, if applicable:(i)a reduction in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest), or cancellation of any such liability;(ii)a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Facility Document; or (iii) the variation of the terms of any Facility Document to the extent necessary to give effect to any Bail-In Action in relation to such liability. Section 13.21 WAIVER OF SOVEREIGN IMMUNITY. To the extent that any of the Borrower, Servicer or Equityholder may be entitled, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Facility-166-Document, to claim for itself or its revenues, assets or properties any immunity from suit, the jurisdiction of any court, attachment prior to judgment, attachment in aid of execution of a judgment, set-off, execution of a judgment or any other legal process, and to the extent that in any such jurisdiction there may be attributed such immunity (whether or not claimed), each of the Borrower, the Servicer and the Equityholder irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction and hereby agrees that the foregoing waiver shall be enforced to the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America, as amended, and is intended to be irrevocable for the purpose of such act. Section 13.22 Securitisation Regulation Requirements. The Equityholder hereby represents and covenants, for the benefit of the Administrative Agent, the Lenders, the Collateral Agent (for the benefit of the Secured Parties) and, in respect of paragraphs (d) and (e) below only, the Servicer that, for so long as any Advance remains outstanding:(a)it will retain, as originator (for the purpose of the Securitisation Regulation), on an ongoing basis, a material net economic interest in the form specified in paragraph (d) of Article 6(3) of the Securitisation Regulation, being retention of the first loss tranche and, if necessary, other tranches having the same or a more severe risk profile than those transferred or sold to investors and not maturing any earlier than those transferred or sold to investors, through maintaining funding to the Borrower under the LLC Agreement, in an amount equal to not less than 5% of the Retention Basis Amount (such net economic interest being the "Retained Interest");(b)neither it nor any of its Affiliates will sell, hedge, enter into a short position or otherwise mitigate its credit risk under or associated with the Retained Interest where to do so would cause the transaction contemplated by the Facility Documents to cease to be compliant with the EU Risk Retention Requirement;(c)it will provide to the Administrative Agent and/or any Lender that is subject to the EU Due Diligence Requirements, the information, documents, reports and notifications that the Administrative Agent and/or such Lender reasonably requests as necessary to enable compliance with any of their obligations under the EU Due Diligence Requirements; provided that (i) such information is not subject to any duty of confidentiality and (x) in its possession or (y) not in its possession but obtainable using commercially reasonable efforts and without material expense (provided further that, if obtaining such information, documents, reports or notifications would involve material expense but the requesting Lender agrees to reimburse it, then it shall obtain the same) and (ii) such disclosure is not contrary to any requirement of law or regulation applicable to it;(d)it will confirm to each of the Borrower, the Administrative Agent, the Servicer, each Lender and the Collateral Agent, its continued compliance with the covenants set out at paragraphs (a) and (b) above in each Payment Date Report;(e)it will promptly notify the Borrower, the Administrative Agent, the Servicer, each Lender and the Collateral Agent in writing if for any reason it fails to comply with either of the covenants set out in paragraphs (a) or (b) above in any way;-(f)it will notify each of its Affiliates of the contents of paragraph (b) above and shall use reasonable endeavors to procure that each of its Affiliates complies with the terms of paragraph (b) as if it were a party thereto; and (g)(A) in relation to each Collateral Loan acquired by the Borrower which is a Retention Holder Originated Collateral Loan pursuant to part (a) of the definition thereof, it applied sound and well-defined credit granting criteria to the origination of the Collateral Loan;(B) in relation to each Collateral Loan acquired by the Borrower which is a Retention Holder Originated Collateral Loan pursuant to part (b) of the definition thereof, it has verified, in light of the information available to it and subject to its usual standard of care, and reasonably believes that the entity which was, directly or indirectly, involved in the original agreement which created the Collateral Loan applied sound and well-defined credit granting criteria to the origination of the Collateral Loan, and that it maintained clearly established processes for approving, amending, modifying, renewing and financing the Collateral Loan and had effective systems in place to apply those criteria and processes to ensure that the Collateral Loan was granted and approved based on a thorough assessment of the relevant Obligor's creditworthiness; and (C) it has, and reasonably expects to maintain, clearly established criteria and processes for originating, amending, modifying, renewing and financing the Collateral Loans (the "Collateral Loan Originations and Revisions") and has effective systems in place to apply those criteria and processes to ensure that Collateral Loan Originations and Revisions are granted and approved based on a thorough assessment of each Obligor's creditworthiness.(h)Notwithstanding anything to the contrary contained herein, neither the Equityholder nor the Borrower makes any representation as to compliance of the transaction or any of the parties hereto with respect to the Securitisation Regulation. Any Person accepting the benefits of this Section 13.22 and/or paragraphs (o) to (r) of Section 4.03 above (including any related definitions or provisions) shall be deemed to have agreed to the terms set forth in this paragraph and each Lender hereby represents it is not relying on any of the Borrower, the Servicer or the Equityholder or any of the respective Affiliates, for any financial, tax, legal, accounting or regulatory advice in connection with the matters set forth in this Section 13.22 and/or paragraphs (o) to (r) of Section 4.03 above. For the avoidance of doubt, none of this Section 13.22 and/or paragraphs (o) to (r) of Section 4.03 constitute regulatory advice. Section 13.23 Adequacy of Monetary Damages Against the Lenders. Each of the Borrower, the Servicer and the Equityholder hereby acknowledges and agrees that (i) any and all claims, damages and demands against the Administrative Agent or the Lenders arising out of, or in connection with, the exercise by the Administrative Agent or the Lenders of any Administrative Agent or any of the Lenders' rights or remedies pursuant to this Agreement can be sufficiently and adequately remedied by monetary damages, (ii) no irreparable injury will be caused to the Borrower, the Servicer or the Equityholder as a result of, or in connection with, any such claims, damages or demands, and (iii) no equitable or injunctive relief shall be sought by the Borrower, the Servicer or the Equityholder as a result of, or in connection with, any such claims, damages or demands; provided that this Section 13.23 shall not constitute a waiver of any rights of the Borrower, the Servicer or the Equityholder to seek injunctive relief to enforce its rights under Section 13.09-168-Section 13.24 EU Transparency Requirements. (a)The Borrower has agreed to be the designated reporting entity for purposes of Article 7(2) of the Securitisation Regulation, and has agreed to make available to (A) any Lender, (B) any potential Lender and (C) any Competent Authority (as defined under the Securitisation Regulation) (each, a "Relevant Recipient") the documents, reports and information necessary to fulfil any applicable reporting obligations under the EU Transparency Requirements, including, but not limited to each of the Investor Reports and the Portfolio Reports; provided that the first Investor Reports and Portfolio Reports shall not be required to be provided until the six-month anniversary of the Third Amendment Effective Date; provided further, that the Borrower and the Administrative Agent may agree to extend the time period set forth in the prior proviso such that the first Investor Reports and Portfolio Reports will be required to be provided on a date after the six-month anniversary of the Third Amendment Date if (x) the Borrower has provided evidence reasonably acceptable to the Administrative Agent that it has made good faith commercially reasonable attempts to engage FinDox or another agent reasonably acceptable to the Borrower and BNP Paribas to assist in satisfying its reporting obligations within the time frame set forth in the previous proviso and (y) BNP Paribas, in its capacity as Lender, has consented (such consent not to be unreasonably withheld or conditioned) to such extension.(b)Without prejudice to their rights hereunder and without accepting any liability, each Relevant Recipient a party hereto acknowledges (or in the case of additional Lenders, shall acknowledge) that the agreed form of the transaction summary as set out in Schedule 11 is the transaction summary to be provided to each Relevant Recipient by the Borrower in accordance with the requirements of Article 7(1)(c) of the Securitisation Regulation. The Borrower (or the Servicer on its behalf) shall make the same available to the Competent Authorities to the extent required under the EU Transparency Requirements.(c)None of the Borrower and the Servicer shall be liable for the relevant Lender's compliance with such Lender's own obligations under the Securitisation Regulation or any other similar regulatory obligations. For the avoidance of doubt, the preceding sentence shall not limit the liability of the Borrower or the Servicer for any breach of their respective obligations under this Agreement, including this Section 13.24-169-IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers hereunto duly authorized, as of the date first above written. DLF FINANCING SPV LLC, as BorrowerBy: A A A A A A A A Name: Title: MORGAN STANLEY DIRECT LENDING FUND, as ServicerBy: A A A A A A A A Name: Title: BNP PARIBAS, as Administrative Agent and a LenderBy: A A A A A A A A Name: Title: By: A A A A A A A A Name: Title: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral AgentBy: A A A A A A A A Name: Title: Conformed through Third Fourth Amendment, dated September 22 June 26, 2023 2024 25 SCHEDULE 1 INDIVIDUAL LENDER MAXIMUM FUNDING AMOUNTS AND PERCENTAGES 1.1 Lender Individual Lender Maximum Funding Amount Percentage of Individual Lender Maximum Funding Amount to Maximum Facility Amount BNP Paribas \$505,060,000 30.00% 0.00084.18% 5.1% Canadian Imperial Bank of Commerce \$94,940,000 29.94% 0.00015.82% 49.9% 1. As of Third Amendment Date Sch. 1-1 US Active 60628375.160628375.42 US Active 60628375.160628375.45 SCHEDULE 2 S&P INDUSTRY CLASSIFICATION Industry Code Description Industry Code Description 10200000 Energy Equipment & Services 51100000 Beverages 10300000 Oil, Gas & Consumable Fuels 51200000 Food Products 60200000 Chemicals 51300000 Tobacco 20300000 Construction Materials 52100000 Household Products 20400000 Containers & Packaging 52200000 Personal Products 20500000 Metals & Mining 60200000 Health Care Equipment & Supplies 20600000 Paper & Forest Products 60300000 Health Care Providers & Services 30200000 Aerospace & Defense 95517272 Life Sciences Tools & Services 30600000 Industrial Conglomerates 70110000 Banks 30700000 Machinery 70200000 Thrifts & Mortgage Finance 30800000 Trading Companies & 71100000 Diversified Financial Services 31100000 Distributors Commercial Services & Supplies 71200000 Consumer Finance 96120100 Professional Services 71300000 Capital Markets 32100000 Air Freight & Logistics 72100000 Insurance 32200000 Airlines 73110000 Real Estate Investment Trusts (REITs) 32300000 Marine 73100000 Real Estate Management & Development 32400000 Road & Rail 80200000 Internet Software & Services 32500000 Transportation Infrastructure 80300000 IT Services 41100000 Auto Components 80400000 Software 40200000 Automobiles 81100000 Communications Equipment 41100000 Household Durables 81200000 Technology Hardware, Storage & Peripherals 41200000 Leisure Products 81300000 Electronic Equipment, Instruments & Components 41300000 Textiles, Apparel & Luxury Goods 82100000 Semiconductors & Semiconductor Equipment 42100000 Hotels, Restaurants & Leisure 90200000 Diversified Telecommunication Services 95517011 Diversified Consumer Services 90300000 Wireless Telecommunication Services 43100000 Media 95200000 Electric Utilities 44100000 Distributors 95300000 Gas Utilities Sch. 2-1 US Active 60628375.160628375.4 Industry Code Description Industry Code Description 44200000 Internet and Catalog Retail 95400000 Multi-Utilities 44300000 Multiline Retail 95500000 Water Utilities 44400000 Specialty Retail Food & Staples Retailing 95517021 Independent Power and Renewable Electricity Producers Sch. 2-2 US Active 60628375.160628375.4 SCHEDULE 3 INITIAL COLLATERAL LOANS Asset Primary ID Asset ID Name Currency Type A Identifier Portfolio Name Issuer Name Asset Name Asset ID Position ID Par Amount Units Market Value Cost Price Cost Amount Unrealized Gains Quantity Sch. 3-1 US Active 60628375.160628375.4 SCHEDULE 4 MOODY AETM S INDUSTRY CLASSIFICATION 1. Aerospace & Defense 2. Automotive 3. Banking, Finance, Insurance & Real Estate 4. Beverage, Food & Tobacco 5. Capital Equipment 6. Chemicals, Plastics & Rubber 7. Construction & Building 8. Consumer goods: Durable 9. Consumer goods: Non-durable 10. Containers, Packaging & Glass 11. Energy: Electricity 12. Energy: Oil & Gas 13. Environmental Industries 14. Forest Products & Paper 15. Healthcare & Pharmaceuticals 16. High Tech Industries 17. Hotel, Gaming & Leisure 18. Media: Advertising, Printing & Publishing 19. Media: Broadcasting & Subscription 24. Services: Consumer 25. Sovereign & Public Finance 26. Telecommunications 27. Transportation: Cargo 28. Transportation: Consumer 29. Utilities: Electric 30. Utilities: Oil & Gas 31. Utilities: Water 32. Wholesale Sch. 2-2 US Active 60628375.160628375.4 SCHEDULE 5 NOTICE INFORMATION Borrower DLF Financing SPV 1585 Broadway, 39th 23rd Floor New York, NY 10036 Attention: Venu Jeff Rath Day Email: VenuJeff.Rath.Day@morganstanley.com Equityholder Morgan Stanley Direct Lending Fund 1585 Broadway, 39th 23rd Floor New York, NY 10036 Attention: Orit Mizrahi Telephone: (212) 761-0380 Email: Orit.Mizrahi@m

Day "i", the number of calendar days from, and including, that RFR Banking Day "i" up to, but excluding, the following RFR Banking Day;"dcc" means 365; and "d" means the number of calendar days during that Interest Accrual Period.Sch. 10-1USActive 60628375.160628375.4SCHEDULE 11TRANSACTION SUMMARYThe following summary has been prepared pursuant to the requirements of Article 7(c) of the Securitisation Regulation as a general overview of the main features of the transaction described herein. It does not purport to be complete and is qualified in its entirety by reference to the documents referred to herein. Capitalised terms not specifically defined in this transaction summary have the meanings given to them in the USD\$600,000,000 Revolving Credit and Security Agreement, dated October 14, 2020 (as amended pursuant to that certain First Amendment to the Revolving Credit and Security Agreement, dated as of December 11, 2020, that certain Second Amendment to the Revolving Credit and Security Agreement, dated as of March 2, 2021 and that certain Third Amendment to the Revolving Credit and Security Agreement dates as of September 22, 2023 and as the same may be further amended from time to time prior to the date hereof, the "Revolving Credit Agreement"), among DLF Financing SPV LLC (the "Borrower"), the LENDERS from time to time party thereto, BNP PARIBAS (the "Servicer"), as administrative agent (as hereinafter defined) (in such capacity, the "Administrative Agent"), Morgan Stanley Direct Lending Fund, as the servicer (in such capacity, the "Servicer"), and U.S. Bank Trust Company, National Association, as collateral agent (the "Collateral Agent"). References to clauses, schedules and paragraphs shall be construed as references to the clauses, schedules and paragraphs of the Revolving Credit Agreement unless otherwise stated.DIAGRAMMATIC OVERVIEW OF THE TRANSACTIONMorgan Stanley Direct Lending FundDLF Financing SPV LLCRevolving Credit Facility Mo PARTIESBorrowerDLF FINANCING SPV LLC, a Delaware limited liability companyServicerMORGAN STANLEY DIRECT LENDING FUND, a Delaware corporationEquityholderMORGAN STANLEY DIRECT LENDING FUND, a Delaware corporationRetention HolderDLF FINANCING SPV LLC, a Delaware limited liability companyAdministrative AgentBNP PARIBASSch. 9-2USActive 60628375.160628375.4 Collateral AgentU.S. BANK TRUST COMPANY, NATIONAL ASSOCIATIONAccount BankU.S. BANK NATIONAL ASSOCIATIONFACILITYTotal CommitmentUSD\$600,000,000Minimum AdvanceUSD\$500,000Required LendersAs of any date of determination, (a) Lenders having Percentages aggregating greater than or equal to 50.1% and (b) the Administrative Agent; provided that, in addition to the foregoing, (x) if there are two (2) or more Lenders that are not Affiliates at such time, at least two (2) Lenders that are not Affiliates shall be required to constitute "Required Lenders" and (y) Percentages owing to Defaulting Lenders shall be disregarded for the purposes of this definition.FacilityUSD\$600,000,000 revolving loan facilityAssetsCollateral Loans that are Eligible Collateral Loans.Borrowing BaseAt any time and date, an amount equal to the sum of (i) the Dollar Equivalent of the amounts in the Principal Collection Subaccount, (ii) an amount equal to the product of (x) the Weighted Average Advance Rate as of such date (excluding any Sale Settlement Pending Collateral from the calculation of the Weighted Average Advance Rate), (y) the Aggregate Net Collateral Balance as of such date (excluding any Sale Settlement Pending Collateral from the calculation of the Aggregate Net Collateral Balance) and (z) the Portfolio Advance Rate Adjustment as of such date and (iii) the aggregate sale price (expressed in Dollars) of the Sale Settlement Pending Collateral as of such date.Advance RateWith respect to any Collateral Loan, the percentage set forth in the below table corresponding to the Loan Type and Loan Class of such Collateral Loan, subject to the exceptions and adjustments set forth immediately following such table:Loan TypeLoan ClassAdvance RateFirst Lien Loans that are not Recurring Revenue Loans.....Class 1 Loans.....67.5%Class 2A Loans.....65.0%Class 2B Loans.....62.5%Class 3 Loans.....60.0%First Lien Last Out Loans.....Class 1 Loans.....55%Class 2A Loans.....55%Class 2B Loans.....50%Class 3 Loans.....50%Sch. 9-3USActive 60628375.160628375.4 Second Lien Loans.....Class 1 Loans.....35%Class 2A Loans.....35%Class 2B Loans.....35%Class 3 Loans.....30%Notwithstanding the percentages set forth in the preceding table:(a)if such Collateral Loan is a First Lien Loan that is a Recurring Revenue Loan, the Administrative Agent will assign an Advance Rate in its sole discretion;(b)any First Lien Last Out Loans with a First Out Leverage greater than 2.00:1.00 will be assigned the percentages set forth in the preceding table corresponding to Second Lien Loans of the Loan Class applicable to such Collateral Loan;(c)the Advance Rate of any First Lien Last Out Loans, or First Lien Loans that are not Recurring Revenue Loans, with a Senior Net Leverage Ratio exceeding the First Lien Senior Leverage Cut-Off will be a blended rate, calculated as follows:(i)the portion of such First Lien Loan or First Lien Last Out Loan up to the First Lien Senior Leverage Cut-Off will be assigned the percentage set forth in the preceding table corresponding to First Lien Loans of the Loan Class applicable to such Collateral Loan;(ii)the portion of such First Lien Loan or First Lien Last Out Loan above the First Lien Senior Leverage Cut-Off up to the First Lien Senior Leverage Cap will be assigned the percentage set forth in the preceding table corresponding to Second Lien Loans of the Loan Class applicable to such Collateral Loan; and(iii)the portion of such First Lien Loan or First Lien Last Out Loan above the First Lien Senior Leverage Cap will be assigned an Advance Rate of zero;(d)portions of First Lien Loans or First Lien Last Out Loans assigned a percentage set forth in the preceding table corresponding to Second Lien Loans will be treated as First Lien Loans or First Lien Last Out Loans, respectively, and not be treated as Second Lien Loans for all other purposes hereunder, including for purposes of calculating Concentration Limitations;(e)for the purposes of determining Advance Rates, the Senior Net Leverage Ratio of a Collateral Loan will be based on the senior leverage of the Obligor on the date the Administrative Agent has approved an Approval Request for such Collateral Loan pursuant to Section 2.02 as of the most recent financial reporting of the Obligor prior to such date or, after the occurrence of a Revaluation Event, as of the most recent financial reporting of the Obligor;(f)if such Collateral Loan is a Cap Adjusted Loan, the Administrative Agent may further increase its Advance Rate in its sole discretion; andSch. 9-4USActive 60628375.160628375.4 (g) if such Collateral Loan was acquired in the form of a participation and such participation is not elevated to an assignment of the Collateral Loan to the Borrower within 60 days of the Borrower's acquisition of such Collateral Loan, thereafter, for so long as such Collateral Loan remains in the form of a participation, the Administrative Agent shall have the ability at any time and from time to time to reduce the Advance Rate of such Collateral Loan (including assigning an Advance Rate of zero) in its sole discretion (provided that, upon the date such Collateral Loan is elevated to an assignment, the Advance Rate of such Collateral Loan shall be the initial Advance Rate assigned to such Collateral Loan).First Lien Senior Leverage Cut-OffWith respect to any Collateral Loan, if such Collateral Loan is (a) a Class 1 Loan, a Senior Net Leverage Ratio of 5.50:1.00, (b) a Class 2A Loan, a Senior Net Leverage Ratio of 5.50:1.00, (c) a Class 2B Loan, a Senior Net Leverage Ratio of 5.25:1.00 or (d) a Class 3 Loan, a Senior Net Leverage Ratio of 4.50:1.00.Senior Net Leverage RatioWith respect to any Collateral Loan for any Relevant Test Period, the meaning of "Senior Net Leverage Ratio" or any comparable term defined in the Related Documents for such Collateral Loan, and in any case that "Senior Net Leverage Ratio" or such comparable term is not defined in such Related Documents, the ratio of (a) total indebtedness of the Obligor (other than indebtedness of such Obligor that is junior in terms of lien subordination to indebtedness of such Obligor held by the Borrower) minus Unrestricted Cash and cash equivalents to (b) EBITDA as calculated by the Servicer in accordance with the Servicing Standard.Portfolio Advance Rate AdjustmentAs of any date of determination, the percentage set forth on the table below corresponding to the highest Diversity Score then-applicable to the Collateral Loans:Advance RateDiversity ScoreA A A A A A A A A A A A AdjustmentA A A A Less than 4A A A A A A A A A A A A A A A A A A A A A A 0% Greater than or equal to 4, but less than 6A A A A A A A A A A A A A A A A A A A A A A 50% Greater than or equal to 6, but less than 8A A A A A A A A A A A A A A A A A A A A A A 70% Greater than or equal to 8, but less than 10A A A A A A A A A A A A A A A A A A A A A A 80% Greater than or equal to 10, but less than 12A A A A A A A A A A A A A A A A A A A A A A 90% Greater than or equal to 12A A A A A A A A A A A A A A A A A A A A A A 100%First Lien LoanAny Collateral Loan (for purposes of this definition, a "loan") that meets the following criteria:(a)is not (and is not expressly permitted by its terms to become) subordinate to any obligation of the relevant Obligor in any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings (other than pursuant to a Permitted Lien, a Permitted Working Capital Lien and customary waterfall provisions contained in the applicable loan agreement or indenture);(b)is secured by a pledge of collateral, which security interest is (i) validly perfected.Sch. 9-5USActive 60628375.160628375.4 and first priority under Applicable Law (subject to liens permitted under the applicable credit agreement that are reasonable for similar Collateral Loans, Permitted Working Capital Liens and liens accorded priority by law in favor of any Governmental Authority) or (ii) (1) validly perfected and second priority in the accounts, documents, instruments, chattel paper, letter-of-credit rights, supporting obligations, deposit accounts, investments accounts (as such terms are defined in the UCC) and any other assets securing any Working Capital Revolver under Applicable Law and proceeds of any of the foregoing (a first priority lien on such assets, a "Permitted Working Capital Lien") and (2) validly perfected and first priority (subject to liens permitted under the applicable credit agreement that are reasonable for similar Collateral Loans and liens accorded priority by law in favor of any Governmental Authority) in all other collateral under Applicable Law;(c)the Servicer determines in good faith that the value of the collateral for such Collateral Loan (including based on enterprise value) on or about the time of acquisition equals or exceeds the outstanding principal balance of the Collateral Loan plus the aggregate outstanding balances of all other Collateral Loans of equal or higher seniority secured by a first priority Lien over the same collateral; and(d)for which the Obligor of such loan and its Affiliates has been designated on the date such Collateral Loan was acquired by the Borrower as a "First Lien Loan" by the Administrative Agent.First Lien Last Out LoanA Collateral Loan that would be a First Lien Loan but for the fact that at any time prior to and/or after an event of default under the Related Documents, such Collateral Loan will be paid after any First Lien First Out Loan issued by the Obligor has been paid in full in accordance with a specified waterfall or other priority of payments as specified in the Related Documents, an agreement among lenders or other applicable agreement or the Obligor has a Working Capital Revolver that is at any time prior to and/or after an event of default, senior to such Collateral Loan in payment priority or in lien priority with respect to all collateral securing such Collateral Loan; provided that (x) if the First Out Leverage of such Collateral Loan that is a Class 3 Loan is less than 0.50:1.00 or (y) if the First Out Leverage of such Collateral Loan that is a Class 1 Loan, a Class 2A Loan or Class 2B Loan is less than 0.75:1.00, in each case as determined by the Servicer in accordance with the Servicing Standard, then such Collateral Loan will constitute a First Lien Loan; provided, further, that the Administrative Agent shall have discretion to increase the First Out Leverage thresholds set forth in the proviso above in designating a Collateral Loan as a First Lien Loan.Second Lien LoanAny Collateral Loan (for purposes of this definition, a "loan") that meets the following criteria:(a)is secured by a pledge of collateral, which security interest is validly perfected and second priority (subject to liens permitted under the related underlying instruments that are reasonable and customary for similar Collateral Loans) under Applicable Law (other than a Collateral Loan that is second priority to a Permitted Working Capital Lien); andSch. 9-6USActive 60628375.160628375.4 (b) the Servicer determines in good faith that the value of the collateral securing the Collateral Loan (including based on enterprise value) on or about the time of origination or acquisition by the Borrower equals or exceeds the outstanding principal balance of the Collateral Loan plus the aggregate outstanding balances of all other Collateral Loans of equal or higher seniority secured by the same collateral.Recurring Revenue LoanA Collateral Loan that meets each of the following criteria as of the date of acquisition by the Borrower, subject to waiver by the Administrative Agent in accordance with the definition of Eligible Collateral Loan in the Revolving Credit Agreement (for the avoidance of doubt, if any Collateral Loan does not meet the below listed conditions, but such failure is waived by the Administrative Agent, such Collateral Loan shall still be subject to the Advance Rates, Concentration Limitations and Revaluation Events applicable to Recurring Revenue Loans set forth in the Revolving Credit Agreement):(a)such Collateral Loan is a First Lien Loan;(b)the Obligor with respect to such Collateral Loan is in a high growth industry or industry that customarily has businesses with recurring revenue models as determined by the Administrative Agent in its sole discretion or, if agreed to by the Administrative Agent, by the Servicer, in good faith in accordance with the Servicing Standard;(c)the Obligor with respect to such Collateral Loan has generated a minimum of \$15,000,000 in TTM Recurring Revenue during the most recent reporting period;(d)the Net-Debt-to-Recurring-Revenue Ratio with respect to such Collateral Loan is less than 2.50:1.00 as of the later of the initial closing date of such Collateral Loan or the most recent Obligor Measurement Date, as applicable; and(e)the Related Documents for such Collateral Loan require the Obligor with respect to such Collateral Loan to meet a minimum of two (2) financial covenants as determined by the Administrative Agent in its sole discretion, including a covenant for minimum liquidity and maximum ratio of principal loan amount outstanding to TTM Recurring Revenue.Loan ClassA Class 1 Loan, a Class 2A Loan, Class 2B Loan or a Class 3 Loan, as applicable.Adjusted Principal BalanceFor any Eligible Collateral Loan, as of any date of determination, an amount equal to the Loan Value of such Eligible Collateral Loan as of such date multiplied by the Principal Balance of such Eligible Collateral Loan as of such date; provided that, the parties hereby agree that the Adjusted Principal Balance of any Ineligible Collateral Loan as of such date of determination shall be zero.Loan ValueWith respect to each Collateral Loan, as of any date of determination and expressed as a percentage of the Principal Balance of such Collateral Loan, a percentage equal to:Sch. 9-7USActive 60628375.160628375.4 (a)if a Revaluation Event has not occurred with respect to such Collateral Loan, the purchase price of such Collateral Loan (excluding any original issue discount of 4% or less);(b)if a Revaluation Event has occurred with respect to such Collateral Loan and such Collateral Loan is not a Defaulted Collateral Loan:(i)if such Collateral Loan is a Listed Collateral Loan as of such date, the lesser of (x) the Listed Value of such Collateral Loan as at such date and (y) the purchase price of such Collateral Loan; and(ii)if such Collateral Loan is not a Listed Collateral Loan as of such date (A) and the Servicer provides three bona fide bids that are acceptable to the Administrative Agent (in its sole discretion), the average of such bona fide bids; otherwise (B) the fair market value of such Collateral Loan as determined by the Administrative Agent in its sole discretion; and(c)if a Revaluation Event has occurred with respect to such Collateral Loan and such Collateral Loan is a Defaulted Collateral Loan, the fair market value of such Collateral Loan as determined by the Administrative Agent in its sole discretion.If the Borrower disagrees with the Loan Value assigned by the Administrative Agent to a Collateral Loan pursuant to clauses (b)(ii) or (c) above (an "Agent Valuation"), then the Borrower may at its own expense and within sixty (60) days from the date on which the Administrative Agent assigned the Agent Valuation (the "Dispute Period") obtain an Appraisal (the "New Valuation") from an Approved Valuation Firm or a valuation firm selected by the Borrower with the consent of the Administrative Agent (such process, a "New Valuation Agent Dispute"). Such Appraisal must be no older than 30 days to be a valid New Valuation. If a New Valuation is obtained during the Dispute Period, then the New Valuation shall be treated as the amended Loan Value, otherwise the Agent Valuation shall be treated as the amended Loan Value. During the Dispute Period, the Loan Value shall be the Agent Valuation. The Administrative Agent may, in its sole discretion, further amend the Loan Value in respect of such Collateral Loan on any subsequent date, subject to the valuation procedures and dispute mechanics set forth above, and such further determination shall constitute the Loan Value; provided, that (x) to the extent the New Valuation is treated as the amended Loan Value, such New Valuation shall be the Loan Value for at least 90 days after such New Valuation becomes effective as the amended Loan Value and (y) the Administrative Agent may only amend such Loan Value during such 90 day period (i) if the Administrative Agent or the Servicer obtains knowledge of additional adverse information relevant to such Collateral Loan or Obligor or following the occurrence of a subsequent Revaluation Event; or (ii) in the case of a Class 1 Loan, if the Listed Value has declined by the lower of 10% or 7.5 points from the prior valuation. For the avoidance of doubt, the Borrower may at any time resubmit a New Valuation for any Collateral Loan for approval by the Administrative Agent.Sch. 9-8USActive 60628375.160628375.4 Revaluation EventWith respect to any Collateral Loan as of any date of determination, the occurrence of any one or more of the following events after the date on which such Collateral Loan is acquired by the Borrower (any of which, for the avoidance of doubt, may occur more than once):(a)with respect to any Class 1 Loan, (i) either S&P or Moody's downgrades such Collateral Loan two or more notches below the rating at the time of acquisition (provided that any credit on negative watch will be treated as having been downgraded by one rating subcategory), (ii) S&P downgrades such Collateral Loan to "CCC" or below or (iii) Moody's downgrades such Collateral Loan to "Caal" or below;(b)the Debt Service Coverage Ratio of the Obligor of such Collateral Loan (x) decreases by 20.0% or more from the time the Collateral Loan was acquired by the Borrower and (y) is less than 1.60:1.00;(c)(i) for Obligor with a Senior Net Leverage Ratio less than 6.50:1.00 at the time the Collateral Loan was acquired, the Senior Net Leverage Ratio for the current period of the related Obligor with respect to such Collateral Loan increases by (x) 20.00% and (y) 1.00:1.00, or more, in either case, from the ratio calculated on the date the Borrower acquired such Collateral Loan or (ii) for Obligor with a Senior Net Leverage Ratio equal to or greater than 6.50:1.00 at the time the Collateral Loan was acquired, the Senior Net Leverage Ratio for the current period of the related Obligor with respect to such Collateral Loan increases by 1.00:1.00 or more from the ratio calculated on the date the Borrower acquired such Collateral Loan, in the case of each of (i) or (ii), unless it is agreed upon in documentation at the time of acquisition of the Collateral Loan that the Obligor is permitted to increase leverage to consummate acquisitions pursuant to the terms of the Related Documents;(d)an Insolvency Event occurs with respect to the Obligor;(e)an Obligor defaults in the payment of principal or interest on revolving loan facilities (after giving effect to any applicable grace period under the Related Documents, but not to exceed five days) with respect to such Collateral Loan or any other debt obligation of such Obligor secured by the same collateral and which is senior or pari passu to such Collateral Loan or the occurrence of any other default with respect to such Collateral Loan, in each case, together with the election by any agent or lender (including the Borrower) to accelerate such Collateral Loan or to enforce any other respective secured creditor rights or remedies;(f)the occurrence of a Material Modification with respect to such Collateral Loan that was not approved by the Administrative Agent (in its sole discretion); or(g)the related Obligor fails to deliver to the Borrower or the Servicer any financial reporting information as required by the Related Documents of such Collateral Loan.Sch. 9-9USActive 60628375.160628375.4 Loan (after giving effect to any applicable grace period thereunder); provided that, if the Servicer provides the

Administrative Agent without written confirmation from all related Obligor(s)'s failure to deliver any such financial reporting information is not related to credit issues, then, at the consent of the Administrative Agent (not to be unreasonably withheld), any such grace period shall be extended by an additional 30 days; provided that, for any Collateral Loan that is determined to be a Recurring Revenue Loan or a Cap Adjusted Loan, the Revaluation Events in respect of such Recurring Revenue Loan or Cap Adjusted Loan will be determined by the Administrative Agent in its sole discretion and provided by the Administrative Agent to the Servicer in writing prior to the initial inclusion of such Recurring Revenue Loan or Cap Adjusted Loan in the Borrowing Base or, if agreed to by the Administrative Agent, the Revaluation Events provided by the Servicer to the Administrative Agent. TERMS OF THE REVOLVING CREDIT AGREEMENT Closing Date: October 14, 2020 Reinvestment Period The period from and including the Closing Date to and including the earlier of (a) the date that is the third anniversary of the Third Amendment Effective Date (or such later date as may be agreed by the Borrower, the Administrative Agent and each Lender pursuant to Section 2.16 of the Revolving Credit Agreement) and (b) the date of the termination of the Individual Lender Maximum Funding Amounts pursuant to Section 6.01 of the Revolving Credit Agreement. Final Maturity Date The earlier to occur of (i) the Business Day 24 months after the Facility Termination Date and (ii) the date on which the Final Maturity Date is declared pursuant to Section 6.01 of the Revolving Credit Agreement. Facility Termination Date The last day of the Reinvestment Period (as and to the extent extended in accordance with Section 2.16 of the Revolving Credit Agreement). Optional prepayments The Borrower may, from time to time on any Business Day, voluntarily prepay Advances under one or more Classes in whole or in part, without penalty or premium; provided that the Borrower shall have delivered to the Collateral Agent, the Lenders and the Administrative Agent written notice of such prepayment (such notice, a "Notice of Prepayment") in the form of Exhibit C to the Revolving Credit Agreement not later than 2:00 p.m. two (2) Business Days prior to the date of such prepayment. The Administrative Agent shall promptly notify the Lenders of such Notice of Prepayment. Each such Notice of Prepayment shall specify the portion of the outstanding principal balance that shall be prepaid and be irrevocable and effective upon receipt and shall be dated the date such notice is being given, signed by a Responsible Officer of the Borrower and otherwise appropriately completed. Each Notice of Prepayment shall provide for prepayment of Advances by the Borrower pursuant to Section 2.06(a) of the Revolving Credit Agreement, in each case, in an aggregate principal amount of at least the Dollar Equivalent of \$500,000 or, if less, the entire outstanding principal amount of the Advances of the Borrower. If a Notice of Prepayment is given by the Borrower, the Borrower shall make such prepayment and the payment. Sch. 9-10 US Active 60628375.160628375.4 amount specified in such notice shall be due and payable on the date specified therein. Mandatory prepayments The Borrower shall prepay the Advances on each Payment Date in the manner and to the extent provided in the Priority of Payments. Facility Reduction Fee fee payable to the Lenders prior to the Facility Termination Date equal to (a) within the first 18 months after the Closing Date, 1.00% of the amount of any reduction of the unused amount of the Facility Amount pursuant to Section 2.07(b) of the Revolving Credit Agreement or (b) following the first 18 months after the Closing Date but within the first 24 months after the Closing Date, 0.50% of the amount of any reduction of the unused amount of the Facility Amount pursuant to Section 2.07(b) of the Revolving Credit Agreement; provided that no Facility Reduction Fee will apply to the reduction of the unused amount of the Facility Amount to the extent that the Maximum Facility Amount is reduced (x) upon the occurrence and during the continuance of a Non-Approval Event or (y) in connection with a refinancing of all or a portion of the facility by BNP Paribas or any affiliate thereof. Calculation of interest Interest shall accrue on the unpaid principal amount of each Advance from the date of such Advance until such principal amount is paid in full. The Administrative Agent shall, prior to each Payment Date, determine the accrued and unpaid Interest for the related Interest Accrual Period and Unused Fees payable thereto using the Interest Rate applicable during such Interest Accrual Period to be paid by the Borrower on each Payment Date for the related Interest Accrual Period and shall advise each Lender, the Collateral Agent and the Servicer thereof and shall send a consolidated invoice of all such Interest and Unused Fees to the Borrower on the third (3rd) Business Day prior to the Payment Date Report Determination Date with respect to such Payment Date. Interest Rate(s) of any date of determination, an interest rate per annum equal to the Benchmark (or the Base Rate, if applicable) plus the Applicable Margin. Administrative Agent Fee The Borrower shall pay or cause to be paid to BNP, in its capacity as Administrative Agent, a per annum fee equal to (a) \$25,000, or (b) if an Event of Default has occurred and is continuing and the Administrative Agent has exercised any of its rights and remedies under Section 7.03 of the Revolving Credit Agreement, \$50,000 until such time that such Event of Default is cured or waived (the "Administrative Agent Fee"). The Administrative Agent Fee accrues on a straight-line basis during each Interest Accrual Period and will be due and payable on each Payment Date in accordance with Section 9.01 of the Revolving Credit Agreement, to the extent funds are available therefor. Any amount of accrued Administrative Agent Fee that remains unpaid following a Payment Date will be paid on the next following Payment Date to the extent funds are available therefor, until such amount is paid in full. Administrative Expense Cap For any Payment Date, an amount not to exceed \$225,000 for any twelve (12) month period. Applicable Margin As of any date of determination, a rate equal to: (i) during the Reinvestment Period, 2.85% per annum with respect to any Dollar Advances and (ii) following the Reinvestment Period, 3.35% per annum with respect to any Dollar Advances; provided that (x) with respect to any CDORCAD Advance, the Applicable Margin of such Advance will be the relevant rate set out above plus 0.00% per annum, (y) with respect to any Euro Advance, the Applicable Margin of such Advance will be the relevant rate set out above plus 0.10% per annum and (z) with respect to any GBP Advance, the Applicable Margin of such Advance will be the relevant rate set out above plus 0.20% per annum. Sch. 9-11 US Active 60628375.160628375.4 Benchmark Initially, each Applicable Index; provided that if a Benchmark Transition Event or CAD Benchmark Transition Event, as applicable, and its related Benchmark Replacement Date or Term CORRA Transition Event, as applicable, has occurred with respect to an Applicable Index or a then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement or CAD Benchmark Replacement, to the extent that such Benchmark Replacement or CAD Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.18 or Section 2.19 of the Revolving Credit Agreement, as applicable. Interest Accrual Period(s) with respect to the first Payment Date, the period from and including the Closing Date to and including day before the first Business Day of the calendar month in which such Payment Date occurs and (b) with respect to any subsequent Payment Date, the period from and including the first Business Day of the calendar month in which the preceding Payment Date occurred and ending on the day before the first Business Day of the calendar month in which such Payment Date occurs; provided that the final Interest Accrual Period hereunder shall end on and include the day prior to the payment in full of the Advances hereunder. Payment Date The 17th day of each month, commencing with February 2021; provided that, if any such day is not a Business Day, then such Payment Date shall be the next succeeding Business Day. Interest Collections Priority of Payments On each Payment Date prior to the occurrence and continuance of an Event of Default, Interest Proceeds on deposit in the Interest Collection Subaccount, to the extent received on or before the related Determination Date (or, if such Determination Date is not a Business Day, the next succeeding Business Day) (or if received after the related Determination Date but expected to be received on or before the related Determination Date, to the extent received before the related Payment Date) will be transferred into the Payment Account, to be applied in the following order of priority: (A) to pay registration, registered office and filing fees, if any, of the Borrower, subject to a cap of \$15,000 per annum; (B)(1) first, to pay Administrative Expenses; provided that the amounts in this clause (B)(1) shall not exceed the Administrative Expense Cap; and (2) second, to the Administrative Agent to pay all fees and expenses of the Administrative Agent under the Facility Documents; (C) to each Lender, pro rata, based on amounts owed, to pay accrued and unpaid Interest on the Advances and Unused Fees due to each such Lender and amounts payable to each such Lender under Section 2.11 of the Revolving Credit Agreement; (D)(1) first, to the Servicer to pay the Servicer Fee, plus any Servicer Fee that remains due and unpaid in respect of any prior Payment Dates as a result. Sch. 9-12 US Active 60628375.160628375.4 of insufficient funds; and (2) second, to pay Servicer Expenses; provided that the amounts in this clause (D)(2) shall not exceed the Servicer Expense Cap for such Payment Date; (E) to make Permitted Tax Distributions; (F) on each Payment Date occurring after the 15-month anniversary of the Facility Termination Date, pro rata to the Lenders to reduce the outstanding principal amount to not more than the percentage set forth in the table below of the outstanding principal amount as of the Facility Termination Date (calculated after giving effect to any payday on such Payment Date pursuant to Section 9.01(a)(ii) of the Revolving Credit Agreement); On the Payment Date occurring after: Outstanding principal amount AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA reduced to not more than the below AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA percent of the outstanding principal AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA amount as of the Facility AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA Termination Date; 15-month anniversary of the Facility Termination Date: 75% 18-month anniversary of the Facility Termination Date: 50% 21-month anniversary of the Facility Termination Date: 25% 24-month anniversary of the Facility Termination Date: 0%(G) if the Coverage Tests are not satisfied as of the relevant Determination Date, to pay principal of the Advances of each Lender (pro rata, based on each Lender's Percentage) until the Coverage Tests are satisfied (on a pro forma basis as at such Determination Date); (H)(i) during the Reinvestment Period, at the discretion of the Servicer, for deposit into the Revolving Reserve Account until the amount on deposit therein equals the Revolving Exposure and (ii) after the Reinvestment Period, for deposit into the Revolving Reserve Account until the amount on deposit therein equals the Revolving Exposure; (I) to pay, on a pro rata basis, accrued and unpaid amounts owing to Affected Persons (if any) under Sections 2.10 and 13.04 of the Revolving Credit Sch. 9-13 US Active 60628375.160628375.4 Agreement, all unpaid Facility Reduction Fees and all other fees, expenses or indemnities owed to the Secured Parties or Indemnified Parties; (J)(1) first, to the payment or application of amounts referred to in clause (B)(1) above (in the same order of priority specified therein), to the extent not paid in full pursuant to applications under such clause, and (2) second, to the payment or application of amounts referred to in clause (D) of Section 9.01(a)(i) of the Revolving Credit Agreement to the extent not paid in full pursuant to such clause; and (K)(1) if a Default has occurred and is continuing, to remain in the Interest Collection Subaccount (other than a Permitted Tax Distribution) or (2) otherwise, any remaining amount shall be released to the Equityholder or its designee (or, at the direction of the Borrower, deposited into the Principal Collection Subaccount for investment in Collateral Loans); provided that if any such Default under clause (K)(1) is subsequently cured prior to the next Payment Date, such amounts held under clause (K)(1) may be distributed pursuant to clause (K)(2) prior to the next Payment Date. Principal Collections Priority of Payments On each Payment Date prior to the occurrence and continuance of an Event of Default, except for any Principal Proceeds that will be used to settle binding commitments entered into prior to the related Determination Date for the purchase of Collateral Loans, Principal Proceeds on deposit in the Principal Collection Subaccount to the extent received on or before the related Determination Date (or, if such Determination Date is not a Business Day, the next succeeding Business Day) will be transferred to the Payment Account to be applied in the following order of priority: (A) to the payment of unpaid amounts under clauses (A) through (D) in clause (i) of Section 9.01 of the Revolving Credit Agreement (in the same order of priority specified therein), to the extent not paid in full thereunder, but subject to any caps specified therein; (B) during the Reinvestment Period, (i) first, if the Coverage Tests not satisfied as of the relevant Determination Date, to pay principal of the Advances of each Lender (pro rata, based on each Lender's Percentage) until the Coverage Tests are satisfied (on a pro forma basis as at such Determination Date) and (ii) second, to the Principal Collection Subaccount for the purchase of additional Collateral Loans (including funding Revolving Collateral Loans and Delayed Drawdown Collateral Loans) and/or for the making of any Permitted Distribution or Permitted Tax Distribution; (C) after the Reinvestment Period, to pay the Advances of each Lender (pro rata, based on each Lender's Percentage) until the Advances are paid in full; (D) to the payment of amounts referred to in clauses (I) and (J) of clause Section 9.01(a)(i) of the Revolving Credit Agreement (in the same order of priority specified therein), to the extent not paid in full thereunder; and Sch. 9-14 US Active 60628375.160628375.4 (E) (1) if a Default has occurred and is continuing (unless all Obligations owing to the Lenders have been paid in full (other than contingent indemnification and expense reimbursement obligations as to which no claim has been asserted)), to remain in the Principal Collection Subaccount (other than a Permitted Tax Distribution) or (2) otherwise, any remaining amount shall be released to the Equityholder or its designee (or, at the direction of the Borrower, deposited into the Principal Collection Subaccount for investment in Collateral Loans); provided that if any such Default under clause (E)(1) of Section 9.01(a)(ii) of the Revolving Credit Agreement is subsequently cured prior to the next Payment Date, such amounts held under clause (E)(1) of Section 9.01(a)(ii) of the Revolving Credit Agreement may be distributed pursuant to clause (E)(2) of Section 9.01(a)(ii) of the Revolving Credit Agreement prior to the next Payment Date. Post-Event of Default Priority of Payments On each Payment Date following the occurrence and continuance of an Event of Default, all Interest Proceeds in the Interest Collection Subaccount and all Principal Proceeds in the Principal Collection Subaccount, except for any Principal Proceeds that will be used to settle binding commitments entered into prior to the related Determination Date for the purchase of Collateral Loans, in each case, to the extent received on or before the related Determination Date (or, if such Determination Date is not a Business Day, the next succeeding Business Day) will be transferred to the Payment Account to be applied in the following order of priority: (A) to pay registration, registered office and filing fees, if any, of the Borrower, subject to a cap of \$15,000 per annum; (B)(1) first, to pay Administrative Expenses as provided in Section 9.01(a)(i)(B)(1) of the Revolving Credit Agreement subject to the Administrative Expense Cap and (2) second, to the Administrative Agent to pay all fees and expenses of the Administrative Agent under the Facility Documents; (C) to each Lender, pro rata, based on amounts owed, to pay accrued and unpaid Interest on the Advances and Unused Fees due to each such Lender and amounts payable to each such Lender under Section 2.11 of the Revolving Credit Agreement; (D)(1) first, to the Servicer to pay the Servicer Fee, plus any Servicer Fee that remains due and unpaid in respect of any prior Payment Dates as a result of insufficient funds; and (2) second, to pay Servicer Expenses in accordance with the priorities specified in the definition thereof; provided that the amounts clause (D)(2) of Section 9.01(a)(iii) of the Revolving Credit Agreement shall not exceed the Servicer Expense Cap; (E) to pay the principal of the Advances of each Lender (pro rata, based on each Lender's Percentage) until paid in full; provided that the Administrative Agent shall allocate such principal payments among the Classes in its sole discretion; (F) to pay, on a pro rata basis, accrued and unpaid amounts owing to Affected Persons Sch. 9-15 US Active 60628375.160628375.4 (if any) under Sections 2.10 and 13.04 of the Revolving Credit Agreement, all unpaid Facility Reduction Fees and all other

amounts shall automatically become due and payable, without any further action by any party. Event of Default Any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body): (a) a default in the payment, when due and payable, of (x) any principal in respect of the Advances or (y) any interest or other payment required to be made pursuant to the Revolving Credit Agreement or any other Facility Document and if such date is not the Final Maturity Date, such default, solely in the case of this clause (y), has not been cured within three (3) Business Days after written notice thereof by the Administrative Agent; provided, that, in the case of clauses (x) and (y) on a date other than on the Final Maturity Date resulting solely from an administrative error or omission by the Administrative Agent, the Collateral Agent, the Securities Intermediary or any paying agent, such default continues for a period of two (2) Business Days and five (5) Business Days, respectively, after the Administrative Agent, the Collateral Agent or the Securities Intermediary receives written notice or a Responsible Officer of such party has actual knowledge of such administrative error or omission; (b) any failure by the Borrower to deposit or credit, or to deliver for deposit, in the Covered Accounts any amount required hereunder to be so deposited credited or delivered by it, on or before the date occurring three (3) Business Days after the date such deposit or distribution is required to be made by the Servicer; (c) the Borrower or the pool of Collateral becomes an investment company required to be registered under the Investment Company Act; (d) except as otherwise provided in Section 6.01 of the Revolving Credit Agreement, a default in the performance, or breach, of any covenant or agreement of the Borrower or Equityholder under the Revolving Credit Agreement or the other Facility Documents to which it is a party (it being understood, without limiting the generality of the foregoing, that any failure to meet any Concentration Limitation, the Collateral Quality Test or any Coverage Test is not an Event of Default under this clause (d)), or the failure of any representation or warranty of the Borrower or the Equityholder made in the Revolving Credit Agreement or in any other Facility Document to be correct, in each case, in all material respects when the same shall have been made, and the continuation of such default, breach or failure for a period of thirty (30) days after the earlier of (i) written notice to the Borrower and the Servicer (which may be by e-mail) by either Agent, and (ii) a Responsible Officer of the Borrower or the Servicer has acquired actual knowledge thereof; provided that if such default, breach or failure cannot be cured, such Event of Default shall occur immediately after receipt by the Borrower of such written notice from the Administrative Agent; Sch. 9-17USActive 60628375.160628375.4 (e) the Borrower ceases to have a valid ownership interest in all of the Collateral (subject to Permitted Liens); (f) the Borrower assigns any of its rights, obligations, or duties under the Facility Documents without the prior written consent of each Lender; (g) the Borrower's assets (or the Collateral) constitute aëœœplan assetsaëœœ for purposes of the Plan Asset Rule; (h) (i) any Facility Document or any material provision thereof shall (except in accordance with its terms) terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Borrower, the Equityholder or the Servicer, (ii) the Borrower, the Equityholder, the Servicer or any Governmental Authority shall, directly or indirectly, contest in any manner the effectiveness, validity, binding nature or enforceability of any Facility Document or any Lien purported to be created thereunder, or (iii) any Lien securing any obligation under any Facility Document shall, in whole or in part, cease to be a first priority perfected security interest of the Collateral Agent, except as otherwise permitted in accordance with the Facility Documents (subject to Permitted Liens); (i) an Insolvency Event relating to the Borrower or the Equityholder; (j) failure to reduce the Advances to \$0 by the Final Maturity Date; (k) reserved; (l) the occurrence of an OC Ratio Breach and such OC Ratio Breach remains unremedied for a period of 10 consecutive Business Days without being cured; (m) the rendering of one or more final judgments, decrees or orders by a court or arbitrator of competent jurisdiction for the payment of money in excess individually or in the aggregate of the Dollar Equivalent of \$250,000, with respect to the Borrower (net of amounts covered by insurance), and the Borrower shall not have either (i) discharged or provided for the discharge of any such judgment, decree or order in accordance with its terms or (ii) perfected a timely appeal of such judgment, decree or order and caused the execution of same to be stayed during the pendency of the appeal, in each case, within sixty (60) days from the date of entry thereof; (n) the Borrower fails to have at least one Independent Director; provided that the resignation of an Independent Director or the removal of an Independent Director for a cause shall not affect this clause (n) unless the Borrower fails to appoint a new Independent Director within ten (10) Business Days of the effective date of such removal or resignation; (o) any Payment Date Report shall fail to be delivered when due and such failure shall continue for three (3) Business Days after receipt of written notice thereof to the Borrower and the Servicer by the Administrative Agent; Sch. 9-18USActive 60628375.160628375.4 (q) (i) the Internal Revenue Service shall file notice of a Lien pursuant to Section 6321 of the Code with regard to any asset of the Borrower and such Lien shall not have been released within five (5) Business Days or (ii) the PBGC shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any asset of the Borrower and such Lien shall not have been released within five (5) Business Days; (r) the failure of the Borrower or any of its subsidiaries to make any payment when due (after giving effect to any related grace period set forth in the related agreements) under one or more agreements for borrowed money to which it is a party in an amount in excess of the Dollar Equivalent of \$250,000, with respect to the Borrower and its subsidiaries, whether or not such failure is waived pursuant to the related agreement; (s) the Borrower shall have made payments to settle any litigation, claim or dispute totaling more than, in the aggregate, the Dollar Equivalent of \$250,000, with respect to the Borrower and its subsidiaries (net of amounts covered by insurance); or (t) the Borrower shall fail to qualify as a bankruptcy-remote entity based on customary criteria such that Borrower's special counsel or any other reputable counsel could no longer render a substantive non-consolidation opinion with respect to the Borrower. OC Ratio Breach On any Business Day, a failure of the Minimum OC Coverage Test. Minimum OC Coverage Test As of any date, a test that is satisfied if the OC Ratio as of such date is equal to or greater than 1.00:1.00. Interest Coverage Ratio Test A test that is satisfied at any time if the Interest Coverage Ratio is greater than or equal to 150%. Coverage Tests: Each of (a) the Minimum OC Coverage Test and (b) the Interest Coverage Ratio Test. Covered Account Each of the Collection Accounts (including the Interest Collection Subaccount, the Principal Collection Subaccount, the CAD Collection Account, the EUR Collection Account and the GBP Collection Account), the Payment Account, the Collateral Account, the Revolving Reserve Account and any other account established by the Borrower at the Securities Intermediary with the consent of the Administrative Agent and subject to the Lien of the Collateral Agent and subject to an agreement establishing aëœœcontrolaëœœ (as used in the UCC) over such account in favor of the Collateral Agent pursuant to the terms of the Facility Documents. Insolvency Event With respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under the Bankruptcy Code or any other applicable insolvency law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days; or (b) the commencement by such Person of a voluntary case under the Bankruptcy Code or any other applicable insolvency law now or Sch. 9-19USActive 60628375.160628375.4 hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing. Security (a) The Borrower has granted, pledged, transferred and collaterally assigned to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for all Obligations, a continuing security interest in, and a Lien upon, all of the Borrower's right, title and interest in, to and under, the following property, in each case whether tangible or intangible, wheresoever located, and whether now owned by the Borrower or hereafter acquired and whether now existing or hereafter coming into existence (in each case excluding the Excluded Amounts) (all of the property described in this Section 7.01(a) of the Revolving Credit Agreement being collectively referred to herein as the aëœœCollateralaëœœ): (i) all Collateral Loans and Related Documents (including those listed, as of the Closing Date, in Schedule 3 to the Revolving Credit Agreement), both now and hereafter owned, including all Collections and other Proceeds thereon or with respect thereto; (ii) each Covered Account and all money and all investment property (including all securities, all security entitlements with respect to such Covered Account and all financial assets carried in such Covered Account) from time to time on deposit in or credited to each Covered Account; (iii) all interest, dividends, distributions and other Money or property of any kind distributed in respect of the Collateral Loans of the Borrower, which the Borrower is entitled to receive, including all Collections in respect of its Collateral Loans; (iv) each Facility Document and all rights, remedies, powers, privileges and claims under or in respect thereto (whether arising pursuant to the terms thereof or otherwise available to the Borrower at law or equity), including the right to enforce each such Facility Document and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect thereto, to the same extent as the Borrower could but for the assignment and security interest granted to the Collateral Agent under the Revolving Credit Agreement; (v) all Cash or Money; (vi) all loans and investments and, in each case as defined in the UCC, securities, accounts, chattel paper, deposit accounts, instruments, financial assets, investment property, general intangibles, letter-of-credit rights, and supporting obligations of the Borrower, and all other property of any type or nature in which the Borrower has an interest (including the equity interests of each subsidiary of the Borrower), and all Sch. 9-20USActive 60628375.160628375.4 property of the Borrower which is delivered to the Collateral Agent by or on behalf of the Borrower (whether or not constituting Collateral Loans or Eligible Investments); (vii) all Liens, property, guaranties, supporting obligations, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of the assets, investments and properties described above; and (viii) all Proceeds of any and all of the foregoing. Change of Control An event or series of events by which (A) (i) the Equityholder or its Affiliates, collectively, ceases to possess, directly or indirectly, the right to elect or appoint (through contract, ownership of voting securities, or otherwise) directors that at all times have a majority of the votes of the board of directors (or similar governing body) of the Borrower or to direct the management policies and decisions of the Borrower or (ii) the Equityholder or its Affiliates cease, directly or indirectly, to own and control legally and beneficially all of the equity interests of the Borrower or (B) MS Capital Partners Adviser Inc. or its Affiliates shall cease to be the investment advisor of the Equityholder. Secured Parties The Administrative Agent, the Collateral Agent, the Custodian, each Lender and the Securities Intermediary. Modifications and Waivers (a) No amendment, modification, supplement or waiver of the Revolving Credit Agreement shall be effective unless signed by the Borrower, the Servicer, the Administrative Agent and the Required Lenders; provided that: (i) any Fundamental Amendment shall require the written consent of all Lenders affected thereby; and (ii) no such amendment, modification, supplement or waiver shall amend, modify or otherwise affect the rights or duties of any Agent hereunder without the prior written consent of such Agent. (b) Notwithstanding anything to the contrary in the Revolving Credit Agreement, (i) in connection with the increase of the Individual Lender Maximum Funding Amounts under the Revolving Credit Agreement, only the consent of the Lender increasing its Individual Lender Maximum Funding Amount (or providing a new Individual Lender Maximum Funding Amount) shall be required for any amendment that effects such increase in Individual Lender Maximum Funding Amounts and (ii) the Administrative Agent and the Borrower shall be permitted to amend any provision of the Facility Documents (and such amendment shall become effective without any further action or consent of any other party to any Facility Document) if the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature in any such provision. (c) Notwithstanding anything to the contrary in the Revolving Credit Agreement, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires Sch. 9-21USActive 60628375.160628375.4 the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Individual Lender Maximum Funding Amount of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender. ACQUISITION AND DISPOSITION OF COLLATERAL; ELIGIBILITY CRITERIA AND COLLATERAL QUALITY TESTS Purchase of Additional Collateral Loans (a) On any date during the Reinvestment Period, if no Event of Default has occurred and is continuing, the Borrower (or the Servicer on behalf of the Borrower) may, if each of the conditions specified in this Section 10.02 and Section 10.04 of the Revolving Credit Agreement are met, invest Principal Proceeds (and accrued interest received with respect to any Collateral Loan to the extent used to pay for accrued interest on additional Collateral Loans and other amounts on deposit in the Principal Collection Subaccount) in additional Collateral Loans on the current Approved List or subject to an Approval Request; provided that no Collateral Loan may be purchased unless each of the following conditions are satisfied as of the date the Servicer commits on behalf of the Borrower to make such purchase and after giving effect to such purchase and all other sales or purchases previously or simultaneously committed to: (i) the Borrower shall have delivered and the Administrative Agent shall have approved an Approval Request with respect to the Collateral Loan pursuant to the terms of Section 2.02 of the Revolving Credit Agreement; (ii) such obligation is an Eligible Collateral Loan; and (iii) the Coverage Tests and the Collateral Quality Test are satisfied (or, if not satisfied immediately prior to such investment, compliance with such Coverage Test and/or Collateral Quality Test is maintained or improved). Sales of Collateral Loans (a) Subject to the satisfaction of the conditions specified in Section 10.03 of the Revolving Credit Agreement, the Borrower (or the Servicer on behalf of the Borrower) may, but will not be required to, direct the Collateral Agent to sell, and the Collateral Agent shall sell in the manner directed by the Servicer, any Collateral Loan if such sale meets the requirements set forth below (as shown in the Borrowing Base Calculation Statement delivered with respect thereto in accordance with Section 5.02(d)(iii) of the Revolving Credit Agreement): (i) no Default or Event of Default exists or would result upon giving effect thereto; provided that the Borrower (or the Servicer on behalf of the Borrower) may sell one or more Collateral Loans if after giving effect thereto and the application of the proceeds thereof any existing Default or Event of Default would be cured; (ii) upon giving effect thereto and the application of the proceeds thereof, the Sch. 9-22USActive 60628375.160628375.4 Collateral Quality Test is satisfied (or, if not satisfied immediately prior to such sale, compliance with such Collateral Quality Test is maintained or improved); and (iii) the Administrative Agent has provided prior written consent to such sale, if: (A) the Coverage Tests would not be satisfied following such proposed sale (or, if not satisfied immediately prior to such sale, compliance with the Coverage Tests would not be maintained or improved); (B) (x) the proceeds from such proposed sale would be less than the Adjusted Principal Balance of such Collateral Loan and (y) such sale is to the Equityholder, the Servicer or a Person that is an Affiliate of the Borrower, the Equityholder or the Servicer (provided that any such sale must comply with Sections 5.03(h) and 10.03 of the Revolving Credit Agreement, unless such sale is made pursuant to Section 6.1 of the Loan Sale Agreement); (C) the proceeds from such proposed sale would be less than the lesser of (x) the Adjusted Principal Balance of such Collateral Loan and (y) the purchase price of such Collateral Loan paid by the Borrower; or (D) if the sale is during the Reinvestment Period, after giving effect to such proposed sale, the Aggregate Principal Balance of all Collateral Loans sold or disposed of by the Borrower during the immediately preceding twelve calendar months (or since the Closing Date, if the Trade Date of such proposed sale would occur earlier than twelve calendar months following the Closing Date) would be greater than 30% of the Maximum Facility Amount, unless such sale is made pursuant to Section 10.01(b) of the Revolving Credit Agreement or Section 6.1 of the Loan Sale Agreement; provided, that the Administrative Agent in its sole discretion may consent (which may be by email) to exclude such sale from the calculation of the Aggregate Principal Balance of all Collateral Loans sold or disposed of by the Borrower for purposes of this clause (D); provided, further, that the restriction in clause (iii)(B) in Section 10.01(a) of the Revolving Credit Agreement shall not apply to sales of Defaulted Collateral Loans or Ineligible Collateral Loans. Notwithstanding anything above that would otherwise prohibit the sale of a Collateral Loan after the occurrence or during the continuance of a Default or an Event of Default, if the Borrower entered into an agreement to sell any such Collateral prior to the occurrence of such Default or an Event of Default, but such sale did not settle prior to the occurrence of such Default or an Event of Default, then the Borrower shall be permitted to consummate such sale notwithstanding the occurrence of such Default or an Event of Default; provided that the settlement for such sale occurs within the customary settlement period for similar trades. Eligible Collateral Loans As of any date of determination, a Collateral Loan that meets each of the following criteria: (a) A A A it is (i) a First Lien Loan, (ii) a Second Lien Loan or (iii) a First Lien LastSch. 9-23USActive 60628375.160628375.4 Out Loan; (b) if such Collateral Loan is a Class 1 Loan, it is not rated below aëœœCaa1aëœœ by Moody's or below aëœœCCC+aëœœ by S&P at the time of acquisition by the Borrower; (c) if such Collateral Loan is a Class 3 Loan, it is not a Cov-Lite Loan; (d) except in the case of a Recurring Revenue Loan, as of the date the Borrower acquired such Collateral Loan, the Obligor of such Collateral Loan has a minimum EBITDA of the Dollar Equivalent of \$15,000,000 for the most recently ended quarterly financial period immediately preceding the origination date for which financial statements are available; (e) it was acquired by the Borrower for a price of not less than 80% of its Principal Balance; (f) it is not a Defaulted Collateral Loan at the time of acquisition by the Borrower; (g) it is denominated in a Permitted Currency and does not permit the currency or country in which such Collateral Loan is payable to be changed except to another Permitted Currency; (h) at the time of acquisition by the Borrower, the relevant Obligor's principal place of business and/or incorporation, formation or organization and/or headquarters are in an Eligible Country; (i) the Related Documents for such Collateral Loan are governed by the laws of the United States, Canada, the United Kingdom or a member state of the European Union; (j) it is not a credit linked note

[illegible]

designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; andd. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; andb. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.À Á Dated:AugustÀ 8, 2024/s/ Jeffrey S. LevinJeffrey S. LevinChief Executive Officer(Principal Executive Officer) EX-31.2 4 a2024630exhibit312.htm EX-31.2 DocumentExhibit 31.2CERTIFICATION OF PRINCIPAL FINANCIAL OFFICERCERTIFICATION, David Pessah, certify that:1.I have reviewed this quarterly report on Form 10-Q of MORGAN STANLEY DIRECT LENDING FUND;2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have-a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, if any, is made known to us by others within those entities, particularly during the period in which this report is being prepared;b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; andd. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; andb. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.À Á Dated: AugustÀ 8, 2024/s/ David PessahDavid PessahChief Financial Officer(Principal Financial Officer) EX-32.1 5 a2024630exhibit321.htm EX-32.1 DocumentExhibit 32.1CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER, SECTION 906CERTIFICATION PURSUANT TO18 U.S.C. SECTION 1350,AS ADOPTED PURSUANT TOSECTION 906 OF THE SARBANES-OXLEY ACT OF 2002l, Jeffrey S. Levin, the Chief Executive Officer (Principal Executive Officer) of MORGAN STANLEY DIRECT LENDING FUND (the “Company”), hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:À Á“the Form 10-Q of the Company for the quarter ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Form 10-Qâ€), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; andâ€the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company. Dated: AugustÀ 8, 2024 /s/ Jeffrey S. LevinJeffrey S. Levin Chief Executive Officer(Principal Executive Officer) EX-32.2 6 a2024630exhibit322.htm EX-32.2 DocumentExhibit 32.2CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER, SECTION 906CERTIFICATION PURSUANT TO18 U.S.C. SECTION 1350,AS ADOPTED PURSUANT TOSECTION 906 OF THE SARBANES-OXLEY ACT OF 2002l, David Pessah, the Chief Financial Officer (Principal Financial Officer) of MORGAN STANLEY DIRECT LENDING FUND (the “Company”), hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that: À“the Form 10-Q of the Company for the quarter ended June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Form 10-Qâ€), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and “the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company. Dated: AugustÀ 8, 2024/s/ David PessahDavid PessahChief Financial Officer(Principal Financial Officer) EX-101.SCH 7 msdflf-20240630.xsd XBRL TAXONOMY EXTENSION SCHEMA DOCUMENT 00000001 - Document - Cover link:presentationLink link:calculationLink link:definitionLink 00000002 - Statement - Consolidated Statements of Assets and Liabilities link:presentationLink link:calculationLink link:definitionLink 00000003 - Statement - Consolidated Statements of Assets and Liabilities (Parenthetical) link:presentationLink link:calculationLink link:definitionLink 00000004 - Statement - Consolidated Statements of Operations link:presentationLink link:calculationLink link:definitionLink 00000005 - Statement - Consolidated Statements of Changes in Net Assets link:presentationLink link:calculationLink link:definitionLink 00000006 - Statement - Consolidated Statements of Cash Flows link:presentationLink link:calculationLink link:definitionLink 00000007 - Statement - Consolidated Schedule of Investments link:presentationLink link:calculationLink link:definitionLink 00000007 - Statement - Consolidated Schedule of Investments link:presentationLink link:calculationLink link:definitionLink 00000007 - Statement - Consolidated Schedule of Investments link:presentationLink link:calculationLink link:definitionLink 00000008 - Disclosure - ORGANIZATION link:presentationLink link:calculationLink link:definitionLink 00000009 - Disclosure - SIGNIFICANT ACCOUNTING POLICIES link:presentationLink link:calculationLink link:definitionLink 00000010 - Disclosure - SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS link:presentationLink link:calculationLink link:definitionLink 00000011 - Disclosure - INVESTMENTS link:presentationLink link:calculationLink link:definitionLink 00000012 - Disclosure - FAIR VALUE MEASUREMENTS link:presentationLink link:calculationLink link:definitionLink 00000013 - Disclosure - DEBT link:presentationLink link:calculationLink link:definitionLink 00000014 - Disclosure - COMMITMENTS AND CONTINGENCIES link:presentationLink link:calculationLink link:definitionLink 00000015 - Disclosure - NET ASSETS link:presentationLink link:calculationLink link:definitionLink 00000016 - Disclosure - EARNINGS (LOSS) PER SHARE link:presentationLink link:calculationLink link:definitionLink 00000017 - Disclosure - CONSOLIDATED FINANCIAL HIGHLIGHTS link:presentationLink link:calculationLink link:definitionLink 00000018 - Disclosure - SUBSEQUENT EVENTS link:presentationLink link:calculationLink link:definitionLink 9954701 - Disclosure - SIGNIFICANT ACCOUNTING POLICIES (Policies) link:presentationLink link:calculationLink link:definitionLink 9954702 - Disclosure - INVESTMENTS (Tables) link:presentationLink link:calculationLink link:definitionLink 9954703 - Disclosure - FAIR VALUE MEASUREMENTS (Tables) link:presentationLink link:calculationLink link:definitionLink 9954704 - Disclosure - DEBT (Tables) link:presentationLink link:calculationLink link:definitionLink 9954705 - Disclosure - NET ASSETS (Tables) link:presentationLink link:calculationLink link:definitionLink 9954706 - Disclosure - EARNINGS (LOSS) PER SHARE (Tables) link:presentationLink link:calculationLink link:definitionLink 9954707 - Disclosure - CONSOLIDATED FINANCIAL HIGHLIGHTS (Tables) link:presentationLink link:calculationLink link:definitionLink 9954708 - Disclosure - ORGANIZATION (Details) link:presentationLink link:calculationLink link:definitionLink 9954709 - Disclosure - SIGNIFICANT ACCOUNTING POLICIES - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954710 - Disclosure - SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS (Details) link:presentationLink link:calculationLink link:definitionLink 9954711 - Disclosure - INVESTMENTS - Composition of Investments at Fair Value (Details) link:presentationLink link:calculationLink link:definitionLink 9954712 - Disclosure - FAIR VALUE MEASUREMENTS - Fair Value Levels (Details) link:presentationLink link:calculationLink link:definitionLink 9954713 - Disclosure - FAIR VALUE MEASUREMENTS - Level III Rollforward (Details) link:presentationLink link:calculationLink link:definitionLink 9954714 - Disclosure - FAIR VALUE MEASUREMENTS - Unobservable Inputs (Details) link:presentationLink link:calculationLink link:definitionLink 9954715 - Disclosure - FAIR VALUE MEASUREMENTS - Carrying Value and Fair Value of Debt (Details) link:presentationLink link:calculationLink link:definitionLink 9954716 - Disclosure - DEBT - Schedule of Debt Obligations (Details) link:presentationLink link:calculationLink link:definitionLink 9954717 - Disclosure - DEBT - Summary Information of Debt Obligations (Details) link:presentationLink link:calculationLink link:definitionLink 9954718 - Disclosure - DEBT - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954719 - Disclosure - DEBT - Schedule of Long-Term Debt (Details) link:presentationLink link:calculationLink link:definitionLink 9954720 - Disclosure - COMMITMENTS AND CONTINGENCIES (Details) link:presentationLink link:calculationLink link:definitionLink 9954721 - Disclosure - NET ASSETS - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954722 - Disclosure - NET ASSETS - Schedule of Distributable Earnings (Details) link:presentationLink link:calculationLink link:definitionLink 9954723 - Disclosure - NET ASSETS - Distributions Declared and Payable (Details) link:presentationLink link:calculationLink link:definitionLink 9954724 - Disclosure - EARNINGS (LOSS) PER SHARE (Details) link:presentationLink link:calculationLink link:definitionLink 9954725 - Disclosure - CONSOLIDATED FINANCIAL HIGHLIGHTS (Details) link:presentationLink link:calculationLink link:definitionLink 9954726 - Disclosure - SUBSEQUENT EVENTS - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink EX-101.CAL 8 msdflf-20240630_cal.xml XBRL TAXONOMY EXTENSION CALCULATION LINKBASE DOCUMENT EX-101.DEF 9 msdflf-20240630_def.xml XBRL TAXONOMY EXTENSION DEFINITION LINKBASE DOCUMENT EX-101.LAB 10 msdflf-20240630_lab.xml XBRL TAXONOMY EXTENSION LABEL LINKBASE DOCUMENT Interest income Interest Income, Operating, Paid in Cash Investment Company, Changes in Net Assets [Table] Investment Company, Change in Net Assets [Table] Adjustments to reconcile net increase (decrease) in net assets resulting from operations to net cash provided by (used in) operating activities: Adjustments to Reconcile Net Income (Loss) to Cash Provided by (Used in) Operating Activities [Abstract] Statistical Measurement [Domain] Statistical Measurement [Domain] SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS Related Party Transactions Disclosure [Text Block] Repayments on debt Repayments of Long-Term Debt Cover [Abstract] Debt Securities Debt Securities [Member] Net increase (decrease) in cash, cash equivalents and restricted cash Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Including Exchange Rate Effect Discount Rate Measurement Input, Discount Rate [Member] Other Income Revenue Recognition, Other Income, Policy [Policy Text Block] Revenue Recognition, Other Income, Policy Total return based on net asset value (in percent) Investment Company, Total Return Offering Costs Legal Costs, Policy [Policy Text Block] Directors’ fees Noninterest expense Directors Fees Trading Symbol Trading Symbol All Trading Arrangements All Trading Arrangements [Member] Compensation Actually Paid vs. Net Income Compensation Actually Paid vs. Net Income [Text Block] Non-NEOs Non-NEOs [Member] Schedule of Earnings Per Share, Basic and Diluted Schedule of Earnings Per Share, Basic and Diluted [Table Text Block] Rule 10b5-1 Arrangement Adopted Rule 10b5-1 Arrangement Adopted [Flag] Per Share Amount (in dollars per share) Common Stock, Dividends, Per Share, Declared Awards Close in Time to MNPI Disclosures Awards Close in Time to MNPI Disclosures [Table] Incentive fees waiver (Note 3) Investment Company, Contractual Incentive Fee Waived Investment Company, Contractual Incentive Fee Waived Investment Company, Financial Highlights [Roll Forward] Investment Company, Financial Highlights [Roll Forward] Investment Owned at Fair Value Investment Owned at Fair Value [Member] Investment Owned at Fair Value Position [Axis] Position [Axis] Pay vs Performance Disclosure [Line Items] Incentive Fee Rate Pre Incentive Fee Net Investment Income Exceeds Catch Up Threshold Incentive Fee Rate Pre Incentive Fee Net Investment Income Exceeds Catch Up Threshold [Member] Incentive Fee Rate Pre Incentive Fee Net Investment Income Exceeds Catch Up Threshold Excise tax paid Excise Taxes Paid, Net Excise Taxes Paid, Net Variable interest rate Investment, Basis Spread, Variable Rate Peer Group Total Shareholder Return Amount Peer Group Total Shareholder Return Amount Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation [Table] Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation [Table] Non-Rule 10b5-1 Arrangement Adopted Non-Rule 10b5-1 Arrangement Adopted [Flag] FAIR VALUE MEASUREMENTS Fair Value Disclosures [Text Block] Award Timing Disclosures [Line Items] Measurement input Investment Owned, Fair Value, Measurement Input Investment Owned, Fair Value, Measurement Input Other Performance Measure, Amount Other Performance Measure, Amount Automobiles Automobiles Sector [Member] Automobiles Sector Portion at Fair Value Measurement Portion at Fair Value Measurement [Member] Common stock, shares outstanding (in shares) Shares outstanding, end of period (in shares) Common Stock, Shares, Outstanding DRIP Shares Issued (in shares) Stock Issued During Period, Shares, Dividend Reinvestment Plan (Decrease) increase in interest payable Increase (Decrease) in Interest Payable, Net Payment-in-kind interest and dividend capitalized Interest and Dividend Income, Operating, Paid in Kind Capital transactions: Investment Company, Capital Share Transaction, Increase (Decrease) [Abstract] Fair Value Measurement Inputs and Valuation Techniques [Line Items] Fair Value Measurement Inputs and Valuation Techniques [Line Items] Industry Sector [Domain] Industry Sector [Domain] Net increase (decrease) in net assets resulting from capital transactions Investment Company, Capital Share Transaction and Dividend Distribution, Increase (Decrease) Investment Company, Capital Share Transaction and Dividend Distribution, Increase (Decrease) Sale of stock (in dollars per share) Sale of Stock, Price Per Share United States UNITED STATES Chemicals Chemicals Sector [Member] Entity Tax Identification Number Entity Tax Identification Number Containers & Packaging Container and Packaging Sector [Member] 2029 Notes 2029 Notes [Member] 2029 Notes Schedule of Long-Term Debt Instruments Schedule of Long-Term Debt Instruments [Table Text Block] Accretion of discount/amortization of premium Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Accretion (Amortization) of Discounts and Premiums, Investments Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Accretion (Amortization) of Discounts and Premiums, Investments Proceeds from sale of investments and principal repayments and change in receivable for investments sold/repaid Proceeds from Disposition of Investment, Operating Activity And Increase (Decrease) in Receivable For Investment Sold Or Repaid Proceeds from Disposition of Investment, Operating Activity And Increase (Decrease) in Receivable For Investment Sold Or Repaid Ratio of net expenses to average net assets Investment Company, Expense Ratio Including Waivers Investment Company, Expense Ratio Including Waivers Interest rate, PIK Investment, Interest Rate, Paid in Kind Net unrealized (appreciation) depreciation on investments Debt And Equity Securities, Unrealized Gain (Loss) On Investments Debt And Equity Securities, Unrealized Gain (Loss) On Investments INVESTMENTS Schedule of Investments [Text Block] Net cash provided by (used in) operating activities Net Cash Provided by (Used in) Operating Activities Sale of stock, consideration received Sale of Stock, Consideration Received on Transaction Cash flows from operating activities: Net Cash Provided by (Used in) Operating Activities [Abstract] Real Estate Management & Development Real Estate Sector [Member] Purchases of investments and change in payable for investments purchased Payments for Purchase of Investment, Operating Activity And Increase (Decrease) In Payable For Investment Purchased Payments for Purchase of Investment, Operating Activity And Increase (Decrease) In Payable For Investment Purchased Electronic Equipment, Instruments & Components Electronic Equipment, Instruments And Components Sector [Member] Electronic Equipment, Instruments And Components Sector Federal Reserve Bank of New York Rate Federal Reserve Bank of New York Rate [Member] Federal Reserve Bank of New York Rate Equity Components [Axis] Equity Components [Axis] Award Timing Method Award Timing Method [Text Block] Trading Arrangements, by Individual Trading Arrangements, by Individual [Table] Administrative service fees Administrative Fees Expense Entity Common Stock, Shares Outstanding Entity Common Stock, Shares Outstanding Insider Trading Policies and Procedures [Line Items] Fair value, beginning of period Fair value, end of period Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset Value Use of Estimates Use of Estimates, Policy [Policy Text Block] Adjustment to Compensation, Amount Adjustment to Compensation Amount Investments [Domain] Investments [Domain] Compensation Amount Outstanding Recovery Compensation Amount Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table [Member] Financial Support for Nonconsolidated Legal Entity [Line Items] Financial Support for Nonconsolidated Legal Entity [Line Items] Entity Small Business Entity Small Business Company Selected Measure Amount Company Selected Measure Amount Geographical [Axis] Geographical [Axis] Debt issuance costs paid Payments of Debt Issuance Costs Tabular List, Table Tabular List [Table Text Block] Pre-Incentive Fee Rate Quarterly Hurdle Rate Pre-Incentive Fee Rate Quarterly Hurdle Rate [Member] Pre-Incentive Fee Rate Quarterly Hurdle Rate Level 3 Fair Value, Inputs, Level 3 [Member] Weighted Average(3) Weighted Average [Member] Delayed Draw and Revolving Senior Secured Loans Delayed Draw and Revolving Senior Secured Loans [Member] Delayed Draw and Revolving Senior Secured Loans Fair Value Measurement Inputs and Valuation Techniques [Table] Fair Value

Measurement Inputs and Valuation Techniques [Table] Change in Unrealized Appreciation/(Depreciation) Unrealized Gain (Loss) on Derivatives Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table [Member] Cash, cash equivalents and restricted cash, beginning of period Cash, cash equivalents and restricted cash, end of period Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents Pharmaceuticals Pharmaceuticals Sector [Member] Pharmaceuticals Sector Net accretion of discount and amortization of premium on investments Accretion (Amortization) of Discounts and Premiums, Investments Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation [Roll Forward] Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation [Roll Forward] Investments at amortized cost Cost Investment Owned, Cost Incentive Fee Rate Pre Incentive Fee Net Investment Income Below Catch Up Threshold Incentive Fee Rate Pre Incentive Fee Net Investment Income Below Catch Up Threshold [Member] Incentive Fee Rate Pre Incentive Fee Net Investment Income Below Catch Up Threshold Special distribution (in dollars per share) Common Stock, Dividends, Per Share, Declared, Special Distribution Common Stock, Dividends, Per Share, Declared, Special Distribution Share repurchase, authorized amount Share Repurchase Program, Authorized, Amount Administration Agreement Administration Agreement [Member] Administration Agreement Forgone Recovery due to Disqualification of Tax Benefits, Amount Forgone Recovery due to Disqualification of Tax Benefits, Amount Prime Rate Prime Rate [Member] Management fees waiver (Note 3) Investment Company, Contractual Management Fee Waived Investment Company, Contractual Management Fee Waived Combined weighted average interest rate Long-Term Debt, Weighted Average Interest Rate, Over Time, Excluding Unused Fees and Financing Costs Long-Term Debt, Weighted Average Interest Rate, Over Time, Excluding Unused Fees and Financing Costs Employee Stock Option Share-Based Payment Arrangement, Option [Member] Income based incentive fees payable Incentive Fee Payable, Income Incentive Fee Payable, Income Fair Value Disclosures [Abstract] Income Approach Valuation, Income Approach [Member] Fair Value Derivative, Fair Value, Net Net change in unrealized appreciation (depreciation) from investments still held Fair Value, Asset, Recurring Basis, Still Held, Unrealized Gain (Loss) Preferred stock, shares outstanding (in shares) Preferred Stock, Shares Outstanding Second Lien Debt Debt Securities, Second Lien [Member] Debt Securities, Second Lien Security Exchange Name Security Exchange Name Interest rate Debt Instrument, Basis Spread on Variable Rate Award Type Award Type [Axis] Related Party Transaction [Domain] Related Party Transaction [Domain] Schedule of Financial Highlights Investment Company, Financial Highlights [Table Text Block] Financial Services Financial Services Sector [Member] Total increase (decrease) in net assets (in dollars per share) Investment Company, Net Asset Value Per Share, Period Increase (Decrease) Pre-Incentive Fee Net Investment Income Incentive Fee Cap Pre-Incentive Fee Net Investment Income Incentive Fee Cap [Member] Pre-Incentive Fee Net Investment Income Incentive Fee Cap First Lien Debt Debt Securities, First Lien [Member] Debt Securities, First Lien Eurodollar Eurodollar [Member] Professional Services Professional Services Sector [Member] Professional Services Sector Total liabilities Liabilities Common stock, par value (in dollars per share) Common Stock, Par or Stated Value Per Share Forgone Recovery, Explanation of Impracticability Forgone Recovery, Explanation of Impracticability [Text Block] Restricted Securities Restricted Securities [Member] Restricted Securities Foreign Currency Translation Foreign Currency Transactions and Translations Policy [Policy Text Block] 3-month Period Interest Rate Period Two [Member] Interest Rate Period Two Expiration Date Trading Arrangement Expiration Date Proceeds from principal repayments and sales of investments Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Sales Par Amount, Shares (in shares) Investment Owned, Balance, Shares Total Shareholder Return Amount Total Shareholder Return Amount Common stock, shares issued (in shares) Common Stock, Shares, Issued Entity [Domain] Entity [Domain] Equity Awards Adjustments, Footnote Equity Awards Adjustments, Footnote [Text Block] Maximum borrowing capacity Line of Credit Facility, Maximum Borrowing Capacity % of Total Investments at Fair Value Concentration Risk, Percentage Derivative fair value Derivative Liability Facility unused commitment fees Line of Credit Facility, Commitment Fee Amount Total Portfolio Investments, Cash and Cash Equivalents Total Portfolio Investments, Cash and Cash Equivalents [Member] Total Portfolio Investments, Cash and Cash Equivalents Insider Trading Policies and Procedures Adopted Insider Trading Policies and Procedures Adopted [Flag] Subsequent Event [Line Items] Subsequent Event [Line Items] Incentive Fee Rate Realized Capital Gains, Waiver Period Waiver Period, Incentive Fee Rate Realized Capital Gains [Member] Waiver Period, Incentive Fee Rate Realized Capital Gains Weighted average outstanding balance Line of Credit Facility, Average Outstanding Amount Unused Portion Available capacity Debt Instrument, Unused Borrowing Capacity, Amount Debt Instrument [Line Items] Debt Instrument [Line Items] Named Executive Officers, Footnote Named Executive Officers, Footnote [Text Block] Common stock, shares authorized (in shares) Common Stock, Shares Authorized (Increase) decrease in interest and dividend receivable Increase (Decrease) in Interest and Dividends Receivable Weighted average interest rate Long-Term Debt, Weighted Average Interest Rate, over Time Basis of Presentation Basis of Accounting, Policy [Policy Text Block] Equity Equity Investments [Member] Equity Investments Weighted average shares outstanding - diluted (in shares) Weighted average shares outstanding - diluted (in shares) Weighted Average Number of Shares Outstanding, Diluted MNPI Disclosure Timed for Compensation Value MNPI Disclosure Timed for Compensation Value [Flag] Yield Analysis Valuation, Yield Analysis [Member] Valuation, Yield Analysis Long-Term Debt, Type [Axis] Long-Term Debt, Type [Axis] Deferred financing costs paid Payments of Deferred Financing Costs Payments of Deferred Financing Costs Total net assets Net assets at the beginning of period Net assets at end of period Equity, Attributable to Parent Dividends per share (in dollars per share) Dividends declared (in dollars per share) Investment Company, Distribution to Shareholders, Per Share Related Party Related Party [Member] Payment-in-kind Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Payment-in-Kind Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Payment-in-Kind Income based incentive fees Income Based Incentive Fee Expense Income Based Incentive Fee Expense Schedule of Investments Investment Holdings, Schedule of Investments [Table Text Block] Concentration Risk Type [Domain] Concentration Risk Type [Domain] Outstanding letters of credit Letters of Credit Outstanding, Amount Interest rate floor Investment, Interest Rate, Floor Sale of Stock [Domain] Sale of Stock [Domain] Debt (net of unamortized debt issuance costs of \$8,331 and \$5,564) Long-Term Debt Pension Adjustments Prior Service Cost Pension Adjustments Prior Service Cost [Member] Financial Support for Nonconsolidated Legal Entity [Table] Financial Support for Nonconsolidated Legal Entity [Table] Net expenses Investment Company, Expense, after Reduction of Fee Waiver and Reimbursement Document Fiscal Period Focus Document Fiscal Period Focus All Executive Categories All Executive Categories [Member] Life Sciences Tools & Services Life Sciences Tools and Services [Member] Life Sciences Tools and Services Equity Securities Equity Securities [Member] Changed Peer Group, Footnote Changed Peer Group, Footnote [Text Block] Assets Assets [Abstract] Document Type Document Type Derivative Contract [Domain] Derivative Contract [Domain] Pension Benefits Adjustments, Footnote Pension Benefits Adjustments, Footnote [Text Block] Total Shareholder Return Vs Peer Group Total Shareholder Return Vs Peer Group [Text Block] Net unrealized and realized gain (loss) (in dollars per share) Investment Company, Gain (Loss) on Investment, Per Share Software Software Sector [Member] Software Sector Total expenses Investment Income, Investment Expense BNP Funding Facility BNP Funding Facility [Member] BNP Funding Facility Dividends declared Investment Company, Dividend Distribution Investment, Identifier [Axis] Investment, Identifier [Axis] Subsequent Event [Table] Subsequent Event [Table] High Maximum [Member] Company 10b5-1 Plan Company 10b5-1 Plan [Member] Company 10b5-1 Plan Equity Valuation Assumption Difference, Footnote Equity Valuation Assumption Difference, Footnote [Text Block] Net realized gains (losses) Debt and Equity Securities, Realized Gain (Loss) [Member] Debt and Equity Securities, Realized Gain (Loss) Combined weighted average debt outstanding Long-Term Debt, Average Amount Outstanding Accounting Policies [Abstract] Investment Type [Axis] Investment Type [Axis] Liabilities Liabilities [Abstract] Investment Income: Revenues [Abstract] Incentive Fee Rate Annualized Catch Up Threshold Incentive Fee Rate Annualized Catch Up Threshold [Member] Incentive Fee Rate Annualized Catch Up Threshold Current Fiscal Year End Date Current Fiscal Year End Date Related party fees Related Party Transaction, Amounts of Transaction Schedule of Distributable Earnings Investment Company, Change in Net Assets [Table Text Block] Statistical Measurement [Axis] Statistical Measurement [Axis] PEO Name PEO Name Non-Rule 10b5-1 Arrangement Terminated Non-Rule 10b5-1 Arrangement Terminated [Flag] All Award Types Award Type [Domain] Non-PEO NEO Average Total Compensation Amount Non-PEO NEO Average Total Compensation Amount Tax reclassification of stockholders' equity Investment Company, Tax Reclassification, Increase (Decrease) Name Outstanding Recovery, Individual Name 2027 Notes 2027 Notes [Member] 2027 Notes Compensation Actually Paid vs. Company Selected Measure Compensation Actually Paid vs. Company Selected Measure [Text Block] Non-PEO NEO Non-PEO NEO [Member] (Decrease) increase in payable to affiliates Increase (Decrease) in Due to Affiliates Accrued expenses and other liabilities Accrued Liabilities and Other Liabilities Trust Credit Facility Trust Credit Facility [Member] Trust Credit Facility Award Timing Predetermined Award Timing Predetermined [Flag] Subsequent Event Type [Domain] Subsequent Event Type [Domain] Payable for investment purchased Payable, Investment, Purchase Net Accounting Pronouncements Net Accounting Pronouncements, Policy [Policy Text Block] Distributors Distributors Sector [Member] Distributors Sector Earnings per share - diluted (in dollars per share) Diluted earnings (loss) per share (in dollars per share) Earnings Per Share, Diluted General and other expenses Other General and Administrative Expense Company Pays Derivative, Basis Spread on Variable Rate Consumer Staples Distribution & Retail Consumer Staples Distribution And Retail [Member] Consumer Staples Distribution And Retail Name Measure Name Ground Transportation Ground Transportation [Member] Ground Transportation Entity Interactive Data Current Entity Interactive Data Current Unfunded Commitment Unfunded commitments Investment Company, Financial Support to Investee Contractually Required, Not Provided, Amount Restatement does not require Recovery Restatement Does Not Require Recovery [Text Block] Ownership percentage Limited Liability Company or Limited Partnership, Members or Limited Partners, Ownership Interest Ownership [Axis] Ownership [Axis] Canada CANADA Preferred stock, shares issued (in shares) Preferred Stock, Shares Issued Interest Rate Period [Domain] Interest Rate Period [Domain] Interest Rate Period [Domain] Industrial Conglomerates Industrial Conglomerates Sector [Member] Industrial Conglomerates Sector Dividend Declared, Payable on October 25, 2024 Dividend Declared, Payable on October 25, 2024 [Member] Dividend Declared, Payable on October 25, 2024 Net asset value per share (in dollars per share) Net asset value, beginning of period (in dollars per share) Net asset value, end of period (in dollars per share) Net Asset Value Per Share Statement of Financial Position [Abstract] Fair Value, Asset, Recurring Basis, Still Held, Unrealized Gain (Loss), Statement of Income or Comprehensive Income [Extensible Enumeration] Fair Value, Asset, Recurring Basis, Still Held, Unrealized Gain (Loss), Statement of Income or Comprehensive Income [Extensible Enumeration] Total gains or losses included in earnings Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Gain (Loss) Included in Earnings Machinery Machinery Sector [Member] Machinery Sector Net Asset Value Fair Value Measured at Net Asset Value Per Share [Member] Australia AUSTRALIA Investment Company, Net Assets [Roll Forward] Investment Company, Net Assets [Roll Forward] Non-controlled/non-affiliated investments, at fair value (amortized cost of \$3,542,035 and \$3,226,776) Fair Value Fair Value Investment Owned, Fair Value Dividend income Revenue Recognition, Dividends [Policy Text Block] Pre-Incentive Fee Rate Annualized Catch Up Threshold Pre-Incentive Fee Rate Annualized Catch Up Threshold [Member] Pre-Incentive Fee Rate Annualized Catch Up Threshold Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation [Line Items] Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation [Line Items] Stated interest rate Debt Instrument, Interest Rate, Stated Percentage Notional Amount Derivative, Notional Amount Changes in operating assets and liabilities: Increase (Decrease) in Other Operating Assets and Liabilities, Net [Abstract] Schedule of Investments [Line Items] Schedule of Investments [Line Items] Supplemental information and non-cash activities: Supplemental Cash Flow Information [Abstract] Concentration Risk Benchmark [Domain] Concentration Risk Benchmark [Domain] Construction & Engineering Construction And Engineering Sector [Member] Construction And Engineering Sector Revenue Recognition Revenue Recognition, Interest [Policy Text Block] Interest and other financing expenses Total Interest Expense, Operating and Nonoperating Variable Rate [Domain] Variable Rate [Domain] Total increase (decrease) in net assets Stockholders' Equity, Period Increase (Decrease) Total liabilities and net assets Liabilities and Equity Commercial Services & Supplies Commercial Services And Supplies Sector [Member] Commercial Services And Supplies Sector SUBSEQUENT EVENTS Subsequent Events [Text Block] Rule 10b5-1 Arrangement Terminated Rule 10b5-1 Arrangement Terminated [Flag] All Adjustments to Compensation All Adjustments to Compensation [Member] EBITDA Multiple Measurement Input, EBITDA Multiple [Member] Fair Value Hierarchy and NAV [Axis] Fair Value Hierarchy and NAV [Axis] Health Care Providers & Services Health Care Providers Services Sector [Member] Health Care Providers Services Sector (Increase) decrease in prepaid expenses and other assets Increase (Decrease) in Prepaid Expense and Other Assets Paid-in capital in excess of par value Additional Paid in Capital 6-month Period Interest Rate Period Three [Member] Interest Rate Period Three Automobile Components Auto Components Sector [Member] Auto Components Sector Energy Equipment & Services Energy Sector [Member] Non-cash sales of investments Non-cash Proceeds From Sale Of Investments Non-cash Proceeds From Sale Of Investments Issuance of common stock, net of underwriting and offering costs (in dollars per share) Investment Company, Share Issuance, Per Share Non-cash purchases of investments Non-cash Payments To Acquire Investments Non-cash Payments To Acquire Investments Commitments and Contingencies Disclosure [Abstract] Legal Entity [Axis] Legal Entity [Axis] Dividends paid in cash Payments of Dividends Per share market value, end of period (in dollars per share) Investment Company, Market Value, Per Share Net change in unrealized appreciation (depreciation) on non-controlled/non-affiliated investments Net change in unrealized appreciation (depreciation) Net unrealized appreciation (depreciation) Debt and Equity Securities, Unrealized Gain (Loss) Per Share Data Investment Company, Per Share Data [Abstract] Investment Company, Per Share Data Industry Sector [Axis] Industry Sector [Axis] Underlying Security Market Price Change Underlying Security Market Price Change, Percent Measurement Input Type [Axis] Measurement Input Type [Axis] Individual: Individual [Axis] Related Party Transaction [Axis] Related Party Transaction [Axis] Dividends [Domain] Dividends [Domain] Long-Term Debt, Type [Domain] Long-Term Debt, Type [Domain] Entity Address, State or Province Entity Address, State or Province Supplemental distribution (in dollars per share) Common Stock, Dividends, Per Share, Declared, Supplemental Distribution Common Stock, Dividends, Per Share, Declared, Supplemental Distribution Statement [Line Items] Statement [Line Items] Measurement Input Type [Domain] Measurement Input Type [Domain] Erroneous Compensation Analysis Erroneous Compensation Analysis [Text Block] Payment-in-kind Interest Income, Operating, Paid in Kind Fair Value, Asset, Recurring Basis, Unobservable Input Reconciliation, Gain (Loss), Statement of Income or Comprehensive Income [Extensible Enumeration] Fair Value, Asset, Recurring Basis, Unobservable Input Reconciliation, Gain (Loss), Statement of Income or Comprehensive Income [Extensible Enumeration] Payable to affiliates (Note 3) Payable to affiliates Accounts Payable, Other Expenses: Operating Expenses [Abstract] Compensation Actually Paid vs. Total Shareholder Return Compensation Actually Paid vs. Total Shareholder Return [Text Block] Financial Instruments [Domain] Financial Instruments [Domain] IPO IPO [Member] Deferred Financing Costs and Debt issuance Costs Deferred Charges, Policy [Policy Text Block] Derivative Instruments Derivatives, Policy [Policy Text Block] Changes in Level III Portfolio Investments Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation [Table Text Block] Low Minimum [Member] Company Receives Derivative, Fixed Interest Rate Restatement Determination Date Restatement Determination Date Fair Value Estimate of Fair Value Measurement [Member] Unamortized debt issuance costs Unamortized Debt Issuance Expense Net investment income (loss) before taxes Net Investment Income Adoption Date Trading Arrangement Adoption Date Pay vs Performance Disclosure Pay vs Performance Disclosure [Table] Related Party Transactions [Abstract] Waiver Period, Pre-Incentive Fee Net Investment Income Exceeds Catch Up Threshold Waiver Period, Pre-Incentive Fee Net Investment Income Exceeds Catch Up Threshold [Member] Waiver Period, Pre-Incentive Fee Net Investment Income Exceeds Catch Up Threshold United Kingdom UNITED KINGDOM Combined weighted average effective interest rate Long-Term Debt, Weighted Average Interest Rate, Over Time, Excluding Unused Fees Long-Term Debt, Weighted Average Interest Rate, Over Time, Excluding Unused Fees Financial Support to Nonconsolidated Legal Entity [Domain] Financial Support to Nonconsolidated Legal Entity [Domain] 1-month Period Interest Rate Period One [Member] Interest Rate Period One Erroneously Awarded Compensation Recovery Erroneously Awarded Compensation Recovery [Table] Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year [Member] Derivative Instrument [Axis] Derivative Instrument [Axis] Amortized cost Investment Owned, Nonaccrual, Amortized Cost Investment Owned, Nonaccrual, Amortized Cost Percentage of holders representing outstanding principal Debt Instrument, Outstanding Principal, Percentage Of Holders Debt Instrument, Outstanding Principal, Percentage Of Holders Outstanding Principal Outstanding amount Long-Term Debt, Gross Exercise Price Award Exercise Price Health Care Technology Health Care Technology [Member] Health Care Technology EARNINGS (LOSS) PER SHARE Earnings Per Share [Text Block] Arrangement Duration Trading Arrangement Duration Subsequent Event Subsequent Event [Member] Net realized gain (loss) on non-controlled/non-affiliated investments Net realized gain (loss) Net realized (gain) loss on investments Net realized gain (loss) Debt and Equity Securities, Realized Gain (Loss) Net assets Equity, Attributable to Parent [Abstract] Common equity Other Security Investments, Common Equity [Member] Other Security Investments, Common Equity Income Taxes Income Tax, Policy [Policy Text Block] Peer Group Issuers, Footnote Peer Group Issuers, Footnote [Text Block] Other income Other Income Pre-Incentive Fee Rate Quarterly Catch Up Threshold Pre-Incentive Fee Rate Quarterly Catch Up Threshold [Member] Pre-Incentive Fee Rate Quarterly Catch Up Threshold Dividend income Dividend Income, Operating Material Terms of Trading Arrangement Material Terms of Trading Arrangement [Text Block] Pre-Incentive Fee Net Investment Income Catch Up Threshold Pre-Incentive Fee Net Investment Income Catch Up Threshold [Member] Pre-Incentive Fee Net Investment Income Catch Up

Threshold Food Products Food and Beverage Sector [Member] Net realized and unrealized gain (loss): Net Realized Gains (Losses) [Abstract] Net Realized Gains (Losses) All Individuals All Individuals [Member] Financial Support to Nonconsolidated Legal Entity [Axis] Financial Support to Nonconsolidated Legal Entity [Axis] Ratio of expenses before waivers to average net assets Investment Company, Expense Ratio Before Waivers Investment Company, Expense Ratio Before Waivers CONSOLIDATED FINANCIAL HIGHLIGHTS Investment Company, Financial Highlights [Text Block] PEO PEO [Member] Variable Rate [Axis] Variable Rate [Axis] Name Trading Arrangement, Individual Name Unfunded Debt Securities, First Lien Unfunded Debt Securities, First Lien [Member] Unfunded Debt Securities, First Lien Insurance Services Insurance Sector [Member] Statement of Stockholders' Equity [Abstract] Multi-Utilities Utilities Sector [Member] Utilities Sector Interactive Media & Services Interactive Media And Services Sector [Member] Interactive Media And Services Sector Interest payable Interest Payable Other Debt Investments Other Debt Investments [Member] Other Debt Investments Unused fee percentage Line of Credit Facility, Unused Capacity, Commitment Fee Percentage Awards Close in Time to MNPI Disclosures, Table Awards Close in Time to MNPI Disclosures [Table Text Block] Net increase (decrease) in net assets resulting from operations (in dollars per share) Investment Company, Investment Income (Loss) from Operations, Per Share Euro Interbank Offered Rate (EURIBOR) Euro Interbank Offered Rate (EURIBOR) [Member] Euro Interbank Offered Rate (EURIBOR) Dividends payable Dividends Payable Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year [Member] Related Party [Domain] Related and Nonrelated Parties [Domain] Transfers into/(out) of Level 3 Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Liability, Transfers, Net Amended and Restated Investment Advisory Agreement Amended And Restated Investment Advisory Agreement [Member] Amended And Restated Investment Advisory Agreement Aggregate Erroneous Compensation Amount Aggregate Erroneous Compensation Amount EBITDA Multiple Measurement Input, Revenue Multiple [Member] Building Products Building Products [Member] Building Products Local Phone Number Local Phone Number Excise tax expense Investment Income, Operating, Tax Expense (Benefit) Aggregate Erroneous Compensation Not Yet Determined Aggregate Erroneous Compensation Not Yet Determined [Text Block] Interest Rate Investment Interest Rate Deferred financing costs Debt Issuance Costs, Line of Credit Arrangements, Net Valuation Approach and Technique [Axis] Valuation Approach and Technique [Axis] Secured Overnight Financing Rate (SOFR) Secured Overnight Financing Rate (SOFR) [Member] PEO Total Compensation Amount PEO Total Compensation Amount Dividend Declared, Payable On January 24, 2025 Dividend Declared, Payable On January 24, 2025 [Member] Dividend Declared, Payable On January 24, 2025 Income Statement Location [Axis] Statement of Income Location, Balance [Axis] Incentive rate Management and Service Fees, Incentive Rate Reinvestment of dividends Reinvestment Of Dividend Distributions Reinvestment Of Dividend Distributions Share Repurchase Program [Domain] Share Repurchase Program [Domain] Cash and Cash Equivalents Cash and Cash Equivalents, Policy [Policy Text Block] Investment Type Concentration Risk Investment Type Concentration Risk [Member] Investment Type Concentration Risk COMMITMENTS AND CONTINGENCIES Commitments and Contingencies Disclosure [Text Block] Debt Disclosure [Abstract] Par Amount Investment Owned, Balance, Principal Amount Measure: Measure [Axis] Distributions to stockholders from: Investment Company, Dividend Distribution, Increase (Decrease) [Abstract] Investment Company, Dividend Distribution, Increase (Decrease) Increase (decrease) in net assets resulting from operations: Net Income (Loss), Including Portion Attributable to Noncontrolling Interest [Abstract] Cumulative lookback provision term Related Party Transactions, Agreement, Cumulative Lookback Provision Term Related Party Transactions, Agreement, Cumulative Lookback Provision Term Asset Class [Domain] Asset Class [Domain] Portfolio turnover rate Investment Company, Portfolio Turnover Net realized and unrealized gain (loss) Gain (Loss), Investment and Derivative, Operating, and Foreign Currency Transaction, after Tax Preferred stock, shares authorized (in shares) Preferred Stock, Shares Authorized Forgone Recovery due to Expense of Enforcement, Amount Forgone Recovery due to Expense of Enforcement, Amount Line of Credit Line of Credit [Member] Entity Emerging Growth Company Entity Emerging Growth Company Entity Central Index Key Entity Central Index Key Total Portfolio Investments Total Portfolio Investments [Member] Total Portfolio Investments Annualized hurdle rate Incentive Fee Rate Annualized Hurdle Rate [Member] Incentive Fee Rate Annualized Hurdle Rate Other Securities Other Security Investments [Member] Non-GAAP Measure Description Non-GAAP Measure Description [Text Block] Non-PEO NEO Average Compensation Actually Paid Amount Non-PEO NEO Average Compensation Actually Paid Amount Subscription receivable Subscription Receivable Subscription Receivable NET ASSETS Equity [Text Block] Percentage of Net Assets Investment Owned, Net Assets, Percentage Award Timing, How MNPI Considered Award Timing, How MNPI Considered [Text Block] Equity Component [Domain] Equity Component [Domain] Preferred stock, par value (in dollars per share) Preferred Stock, Par or Stated Value Per Share Financial Instrument [Axis] Financial Instrument [Axis] Non-Accrual Investments Loans Receivable, Nonaccrual Status, Policy [Policy Text Block] Loans Receivable, Nonaccrual Status, Policy Level 1, Level 2, and Level 3 Fair Value, Inputs, Level 1, Level 2, and Level 3 [Member] Investment Advisory Agreement Investment Advisory Agreement [Member] Investment Advisory Agreement Additional 402(v) Disclosure Additional 402(v) Disclosure [Text Block] Professional fees Professional Fees Entity Shell Company Entity Shell Company Measurement Basis [Axis] Measurement Basis [Axis] Entity Incorporation, State or Country Code Entity Incorporation, State or Country Code Schedule of Dividends Declared and Payable Dividends Declared [Table Text Block] Title Trading Arrangement, Individual Title Biotechnology Biotechnology Sector [Member] Biotechnology Sector Statement [Table] Statement [Table] Borrowing interest expense Interest Expense, Debt SIGNIFICANT ACCOUNTING POLICIES Significant Accounting Policies [Text Block] Position [Domain] Position [Domain] City Area Code City Area Code Ratio of net investment income to average net assets Investment Company, Investment Income (Loss) Ratio Health Care Equipment & Supplies Health Care Equipment And Supplies Sector [Member] Health Care Equipment And Supplies Sector Interest expense paid Interest Paid, Excluding Capitalized Interest, Operating Activities Insider Trading Policies and Procedures Not Adopted Insider Trading Policies and Procedures Not Adopted [Text Block] Level 1 Fair Value, Inputs, Level 1 [Member] Concentration Risk Benchmark [Axis] Concentration Risk Benchmark [Axis] Statement of Cash Flows [Abstract] Senior Notes Senior Notes [Member] Dividends Payable [Table] Dividends Payable [Table] Interest Rate Period [Axis] Interest Rate Period [Axis] Interest Rate Period Schedule of Long-Term Debt Instruments [Table] Schedule of Long-Term Debt Instruments [Table] Schedule of Fair Value Measurement Inputs and Valuation Techniques Fair Value Measurement Inputs and Valuation Techniques [Table Text Block] Subsequent Event Type [Axis] Subsequent Event Type [Axis] Earnings Per Share [Abstract] Equity [Abstract] Interest and dividend receivable from non-controlled-non-affiliated investments Dividend and Interest Receivable Total distributable earnings (loss) Total distributable earnings (loss), beginning of period Total distributable earnings (loss), end of period Retained Earnings (Accumulated Deficit) Asset coverage ratio Investment Company, Senior Security, Indebtedness, Asset Coverage Ratio Long Long [Member] Related Party Transaction [Line Items] Related Party Transaction [Line Items] Organization, Consolidation and Presentation of Financial Statements [Abstract] Aggregate Available Trading Arrangement, Securities Aggregate Available Amount Equity Awards Adjustments Equity Awards Adjustments [Member] Receivable for investments sold/repaid Receivable, Investment, Sale Net cash provided by (used in) financing activities Net Cash Provided by (Used in) Financing Activities Underlying Securities Award Underlying Securities Amount Income based incentive fees, net of waivers Income Based Incentive Fee Expense, Net Of Waivers Income Based Incentive Fee Expense, Net Of Waivers Investment Company, Dividend Distribution, Increase (Decrease) Investment Company, Dividend Distribution, Increase (Decrease) Investment Company, Dividend Distribution, Increase (Decrease) Amendment Flag Amendment Flag Long-term debt Long-Term Debt, Fair Value Carrying Value Reported Value Measurement [Member] Entity Registrant Name Entity Registrant Name Stock Appreciation Rights (SARs) Stock Appreciation Rights (SARs) [Member] Adjustment to Non-PEO NEO Compensation Footnote Adjustment to Non-PEO NEO Compensation Footnote [Text Block] Fair Value as of Grant Date Award Grant Date Fair Value Subsequent Events [Abstract] Customer Concentration Risk Customer Concentration Risk [Member] Level 2 Fair Value, Inputs, Level 2 [Member] Shares Issued (in shares) Sale of Stock, Number of Shares Issued in Transaction DEBT Debt Disclosure [Text Block] Unamortized debt issuance costs Debt Issuance Costs, Net Fair Value Hierarchy and NAV [Domain] Fair Value Hierarchy and NAV [Domain] Base management fee rate Management and Service Fees, Base Rate Geographical [Domain] Geographical [Domain] Net investment income (loss) after taxes Net investment income (loss) after taxes Net investment income (loss) after taxes Investment Income, Operating, after Expense and Tax Recovery of Erroneously Awarded Compensation Disclosure [Line Items] Aggregate Principal Committed Aggregate principal amount Debt Instrument, Face Amount Issuance of common stock, net of underwriting and offering costs Stock Issued During Period, Value, New Issues Prepaid expenses and other assets Prepaid Expense and Other Assets Entity Address, Postal Zip Code Entity Address, Postal Zip Code Consolidation Consolidation, Policy [Policy Text Block] Interest Rate Swap Interest Rate Swap [Member] Incentive Fee Rate Quarterly Catch Up Threshold Incentive Fee Rate Quarterly Catch Up Threshold [Member] Incentive Fee Rate Quarterly Catch Up Threshold Restatement Determination Date: Restatement Determination Date [Axis] Title of 12(b) Security Title of 12(b) Security Concentration Risk Type [Axis] Concentration Risk Type [Axis] Common stock, par value \$0.001 (100,000,000 shares authorized; 89,407,009 and 83,278,831 shares issued and outstanding) Common Stock, Value, Issued Management fees payable Management Fee Payable Shares (in shares) Common Stock Dividends, Shares Cash and cash equivalents (restricted cash of \$2,000 and \$0) Cash and Cash Equivalents, at Carrying Value Schedule of Investments [Table] Schedule of Investments [Table] Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested [Member] Interest Rate Swap, Series 2029 Notes Interest Rate Swap, Series 2029 Notes [Member] Interest Rate Swap, Series 2029 Notes Net unrealized (appreciation) depreciation on interest rate swap attributed to unsecured notes Debt And Equity Securities, Unrealized Gain (Loss) On Interest Rate Swap Attributed To Unsecured Notes Debt And Equity Securities, Unrealized Gain (Loss) On Interest Rate Swap Attributed To Unsecured Notes (Decrease) increase in management fees payable Increase (Decrease) in Management Fee Payable Cash flows from financing activities: Net Cash Provided by (Used in) Financing Activities [Abstract] Year-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and Unvested Year-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and Unvested [Member] Preferred stock, \$0.001 par value (1,000,000 shares authorized; no shares issued and outstanding) Preferred Stock, Value, Issued MS Credit Partners Holdings MS Credit Partners Holdings [Member] MS Credit Partners Holdings Fair Value Measurement [Domain] Fair Value Measurement [Domain] Valuation Approach and Technique [Domain] Valuation Approach and Technique [Domain] Earnings per share - basic (in dollars per share) Basic earnings (loss) per share (in dollars per share) Earnings Per Share, Basic Quarterly hurdle rate Incentive Fee Rate Quarterly Hurdle Rate [Member] Incentive Fee Rate Quarterly Hurdle Rate Proceeds from issuance of common stock, net of underwriting & offering costs Proceeds from Issuance of Common Stock Cash and Cash Equivalents Cash and Cash Equivalents [Member] Award Timing MNPI Disclosure Award Timing MNPI Disclosure [Text Block] Adjustment To PEO Compensation, Footnote Adjustment To PEO Compensation, Footnote [Text Block] Upfront Payments/Receipts Payments for (Proceeds from) Hedge, Financing Activities Ownership [Domain] Ownership [Domain] Wireless Telecommunication Services Wireless Telecommunication Services Sector [Member] Wireless Telecommunication Services Sector Aggregate Pension Adjustments Service Cost Aggregate Pension Adjustments Service Cost [Member] Dividends Payable [Line Items] Dividends Payable [Line Items] Market Approach Valuation, Market Approach [Member] Compensation Actually Paid vs. Other Measure Compensation Actually Paid vs. Other Measure [Text Block] Vesting Date Fair Value of Equity Awards Granted and Vested in Covered Year Vesting Date Fair Value of Equity Awards Granted and Vested in Covered Year [Member] Share Repurchase Program [Axis] Share Repurchase Program [Axis] Total assets Assets Preferred equity Other Security Investments, Preferred Equity [Member] Other Security Investments, Preferred Equity Non Qualifying Assets Non Qualifying Assets [Member] Non Qualifying Assets Air Freight & Logistics Air Freight And Logistics Sector [Member] Air Freight And Logistics Sector Waiver Period, Pre-Incentive Fee Rate Quarterly Catch Up Threshold Waiver Period, Pre-Incentive Fee Rate Quarterly Catch Up Threshold Schedule of Portfolio Investments by Level in the Fair Value Hierarchy Fair Value, Assets Measured on Recurring Basis [Table Text Block] Reversal of capital gains incentive fees Capital Gains Incentive Fee Expense (Reversal) Capital Gains Incentive Fee Expense (Reversal) Forgone Recovery due to Violation of Home Country Law, Amount Forgone Recovery due to Violation of Home Country Law, Amount Commitments and Contingencies (Note 7) Commitments and Contingencies Morgan Stanley Direct Lending Fund Morgan Stanley Direct Lending Fund [Member] Morgan Stanley Direct Lending Fund Capital call proceeds received in advance Incentive Fee Payable, Capital Gains Incentive Fee Payable, Capital Gains Termination Date Trading Arrangement Termination Date ORGANIZATION Business Description and Basis of Presentation [Text Block] Schedule of Related Party Transactions, by Related Party [Table] Related Party Transaction [Table] Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] Threshold minimum rate for waived portion Management and Service Fees, Base Rate, Waived Rate Minimum Threshold Management and Service Fees, Base Rate, Waived Rate Minimum Threshold Assets, Total Assets, Total [Member] Total return based on market value (in percent) Investment Company, Total Return, Market Value Pre-Incentive Fee Net Investment Income Below Catch Up Threshold Pre-Incentive Fee Net Investment Income Below Catch Up Threshold Initial term Related Party Transactions, Agreement, Initial Term Related Party Transactions, Agreement, Initial Term Unfunded Debt Securities Unfunded Debt Securities [Member] Unfunded Debt Securities Entity Address, City or Town Entity Address, City or Town Borrowings on debt Proceeds from Issuance of Long-Term Debt 2025 Notes 2025 Notes [Member] 2025 Notes Debt Instrument [Axis] Debt Instrument [Axis] Diversified Consumer Services Consumer Sector [Member] Schedule of Carrying Values and Fair Values of Debt Schedule of Carrying Values and Estimated Fair Values of Debt Instruments [Table Text Block] Dividends [Axis] Dividends [Axis] Net increase (decrease) in net assets resulting from operations Net increase (decrease) in net assets resulting from operations Numeratorâ€net increase/(decrease) in net assets resulting from operations Net Income (Loss) Attributable to Parent Trading Arrangement: Trading Arrangement [Axis] Accretion of original issuance discount Amortization of Debt Discount (Premium) Pay vs Performance Disclosure, Table Pay vs Performance [Table Text Block] Leisure Products Leisure Products Sector [Member] Leisure Products Sector Schedule of Investments [Abstract] Equity Awards Adjustments, Excluding Value Reported in Compensation Table Equity Awards Adjustments, Excluding Value Reported in the Compensation Table [Member] Dividends payable Dividends Accrued but Not yet Paid Dividends Accrued but Not yet Paid Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year [Member] Entity File Number Securities Act File Number (Decrease) increase in incentive fees payable Increase (Decrease) in Incentive Fee Payable Document Fiscal Year Focus Document Fiscal Year Focus Income Statement [Abstract] Entity Address, Address Line One Entity Address, Address Line One Debt Instrument, Name [Domain] Debt Instrument, Name [Domain] (Decrease) increase in accrued expenses and other liabilities Increase (Decrease) in Accrued Liabilities and Other Operating Liabilities Amortization of deferred financing costs Amortization Of Deferred Financing Costs Amortization Of Deferred Financing Costs Name Forgone Recovery, Individual Name Unamortized original issuance discount Debt Instrument, Unamortized Discount (Premium), Net Document Period End Date Document Period End Date Sale of Stock [Axis] Sale of Stock [Axis] Investments Investment, Policy [Policy Text Block] Award Timing MNPI Considered Award Timing MNPI Considered [Flag] Base Rate Base Rate [Member] Incentive Fee Rate Realized Capital Gains Incentive Fee Rate Realized Capital Gains [Member] Incentive Fee Rate Realized Capital Gains Net change in unrealized appreciation (depreciation) Debt and Equity Securities, Unrealized Gain (Loss) [Member] Debt and Equity Securities, Unrealized Gain (Loss) Reinvestment of dividends Stock Issued During Period, Value, Dividend Reinvestment Plan Asset Class [Axis] Asset Class [Axis] Aerospace & Defense Aerospace Sector [Member] Insider Trading Arrangements [Line Items] Investment Company [Abstract] Investment Company, Changes in Net Assets [Line Items] Investment Company, Change in Net Assets [Line Items] Outstanding Aggregate Erroneous Compensation Amount Outstanding Aggregate Erroneous Compensation Amount PEO Actually Paid Compensation Amount PEO Actually Paid Compensation Amount Unsecured debt Other Security Investments, Unsecured Debt [Member] Other Security Investments, Unsecured Debt Adjustment to Compensation: Adjustment to Compensation [Axis] Subsidiary or Equity Method Investee, Sale of Stock by Subsidiary or Equity Investee [Table] Subsidiary or Equity Method Investee, Sale of Stock, Type [Table] Document Transition Report Document Transition Report Fair Value Investment Company, Financial Commitment to Investee, Fair Value Investment Company, Financial Commitment to Investee, Fair Value Document Quarterly Report Document Quarterly Report IT Services Technology Sector [Member] Fair Value, Recurring and Nonrecurring [Table] Fair Value, Recurring and Nonrecurring [Table] Entity Current Reporting Status Entity Current Reporting Status Retained Earnings Retained Earnings [Member] Purchases of investments Fair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Purchases Restricted cash Restricted Cash and Cash Equivalents Amortization of debt issuance costs Amortization of Debt Issuance Costs Pension Adjustments Service Cost Pension Adjustments Service Cost [Member] Total investment income Gross Investment Income, Operating Related Party [Axis] Related and Nonrelated Parties [Axis] Weighted average shares outstanding - basic (in shares) Weighted average shares outstanding - basic (in shares) Weighted Average Number of Shares Outstanding, Basic Stock Price or TSR Estimation Method Stock Price or TSR Estimation Method [Text Block] Management fees, net of waiver Investment Company, Management Fee Expense, After Reduction Of Fee Waiver And Reimbursement Investment

Company, Management Fee Expense, After Reduction Of Fee Waiver And Reimbursement Subsidiary, Sale of Stock [Line Items] Subsidiary, Sale of Stock [Line Items] Number of nonaccrual investments owned Investment Owned, Nonaccrual, Number Of Investments Investment Owned, Nonaccrual, Number Of Investments Amortization of debt issuance costs and original issuance discount on unsecured notes Amortization of Debt Issuance Costs and Discounts Executive Category: Executive Category [Axis] Name Awards Close in Time to MNPI Disclosures, Individual Name Pre-Incentive Fee Net Investment Income Exceeds Catch Up Threshold Pre-Incentive Fee Net Investment Income Exceeds Catch Up Threshold [Member] Pre-Incentive Fee Net Investment Income Exceeds Catch Up Threshold Net investment income (loss) per share (basic and diluted) (in dollars per share) Net investment income (loss) (in dollars per share) Investment Company, Investment Income (Loss), Per Share Ratio/Supplemental Data (all amounts in thousands except ratios): Investment Company, Financial Ratios [Abstract] Management fees Management Fee Expense Entity Filer Category Entity Filer Category Net assets, end of period (in shares) Net Assets Income Statement Location [Domain] Statement of Income Location, Balance [Domain] Company Selected Measure Name Company Selected Measure Name EX-101. PRE 11 msdflf-20240630_pre.xml XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE DOCUMENT GRAPHIC 12 image 8.jpg begin 644 image 8.jpg MB\$1.1PT&@H -2A\$4@ !G" 8 JK0.\$ "7!(67, \$SE M !,Y0%USO*5 *DE\$051XVNW*LOD @sL= !:=U L-\$F!| -N'(!DI^G7^~)JM7 \$E%3D2N0F"" end XML 14 R1.htm IDEA: XBRL DOCUMENT v3.24.2.u1 Cover - shares 6 Months Ended Jun. 30, 2024 Aug. 08, 2024 Cover [Abstract] A Document Type 10-Q A Document Quarterly Report true A Document Period End Date Jun. 30, 2024 A Document Transition Report false A Entity File Number 814-01332 A Entity Registrant Name Morgan Stanley Direct Lending Fund A Entity Incorporation, State or Country Code DE A Entity Tax Identification Number 84-2009506 A Entity Address, Address Line One 1585 Broadway A Entity Address, City or Town New York A Entity Address, State or Province NY A Entity Address, Postal Zip Code 10036 A City Area Code 212 A Local Phone Number 761-4000 A Title of 12(b) Security Common Stock, \$0.001 par value per share A Trading Symbol MSDL A Security Exchange Name NYSE A Entity Current Reporting Status Yes A Entity Interactive Data Current Yes A Entity Filer Category Non-accelerated Filer A Entity Small Business false A Entity Emerging Growth Company false A Entity Shell Company false A Entity Common Stock, Shares Outstanding A 89,366,279 Entity Central Index Key 0001782524 A Amendment Flag false A Document Fiscal Period Focus Q2 A Document Fiscal Year Focus 2024 A Current Fiscal Year End Date --12-31 A X - DefinitionBoolean flag that is true when the XBRL content amends previously-filed or accepted submission. + ReferencesNo definition available. + Details Name: dei AmendmentFlag Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration X - DefinitionArea code of city + ReferencesNo definition available. + Details Name: dei CityAreaCode Namespace Prefix: dei_ Data Type: xbrli:normalizedStringItemType Balance Type: na Period Type: duration X - DefinitionCover page. + ReferencesNo definition available. + Details Name: dei CoverAbstract Namespace Prefix: dei_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionEnd date of current fiscal year in the format --MM-DD. + ReferencesNo definition available. + Details Name: dei CurrentFiscalYearEndDate Namespace Prefix: dei_ Data Type: xbrli:gMonthDayItemType Balance Type: na Period Type: duration X - DefinitionFiscal period values are FY, Q1, Q2, and Q3. 1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY. + ReferencesNo definition available. + Details Name: dei DocumentFiscalPeriodFocus Namespace Prefix: dei_ Data Type: dei:fiscalPeriodItemType Balance Type: na Period Type: duration X - DefinitionThis is focus fiscal year of the document report in YYYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006. + ReferencesNo definition available. + Details Name: dei DocumentFiscalYearFocus Namespace Prefix: dei_ Data Type: xbrli:gYearItemType Balance Type: na Period Type: duration X - DefinitionFor the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period. The format of the date is YYYY-MM-DD. + ReferencesNo definition available. + Details Name: dei DocumentPeriodEndDate Namespace Prefix: dei_ Data Type: xbrli:dateItemType Balance Type: na Period Type: duration X - DefinitionBoolean flag that is true only for a form used as an quarterly report. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Form 10-Q -Number 240 -Section 308 -Subsection a> + Details Name: dei DocumentQuarterlyReport Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration X - DefinitionBoolean flag that is true only for a form used as a transition report. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Forms 10-K, 10-Q, 20-F -Number 240 -Section 13 -Subsection a-1> + Details Name: dei DocumentTransitionReport Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration X - DefinitionThe type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'. + ReferencesNo definition available. + Details Name: dei DocumentType Namespace Prefix: dei_ Data Type: dei:submissionTypeItemType Balance Type: na Period Type: duration X - DefinitionAddress Line 1 such as Attn, Building Name, Street Name + ReferencesNo definition available. + Details Name: dei EntityAddressAddressLine1 Namespace Prefix: dei_ Data Type: xbrli:normalizedStringItemType Balance Type: na Period Type: duration X - DefinitionName of the City or Town + ReferencesNo definition available. + Details Name: dei EntityAddressCityOrTown Namespace Prefix: dei_ Data Type: xbrli:normalizedStringItemType Balance Type: na Period Type: duration X - DefinitionCode for the postal or zip code + ReferencesNo definition available. + Details Name: dei EntityAddressPostalZipCode Namespace Prefix: dei_ Data Type: xbrli:normalizedStringItemType Balance Type: na Period Type: duration X - DefinitionName of the state or province. + ReferencesNo definition available. + Details Name: dei EntityAddressStateOrProvince Namespace Prefix: dei_ Data Type: dei:stateOrProvinceItemType Balance Type: na Period Type: duration X - DefinitionA unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2> + Details Name: dei EntityCentralIndexKey Namespace Prefix: dei_ Data Type: dei:centralIndexKeyItemType Balance Type: na Period Type: duration X - DefinitionIndicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument. + ReferencesNo definition available. + Details Name: dei EntityCommonStockSharesOutstanding Namespace Prefix: dei_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: instant X - DefinitionIndicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure. + ReferencesNo definition available. + Details Name: dei EntityCurrentReportingStatus Namespace Prefix: dei_ Data Type: dei:yesNoItemType Balance Type: na Period Type: duration X - DefinitionIndicate if registrant meets the emerging growth company criteria. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2> + Details Name: dei EntityEmergingGrowthCompany Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration X - DefinitionCommission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen. + ReferencesNo definition available. + Details Name: dei EntityFileNumber Namespace Prefix: dei_ Data Type: dei:fileNumberItemType Balance Type: na Period Type: duration X - DefinitionIndicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2> + Details Name: dei EntityFilerCategory Namespace Prefix: dei_ Data Type: dei:filerCategoryItemType Balance Type: na Period Type: duration X - DefinitionTwo-character EDGAR code representing the state or country of incorporation. + ReferencesNo definition available. + Details Name: dei EntityIncorporationStateCountryCode Namespace Prefix: dei_ Data Type: dei:edgarStateCountryItemType Balance Type: na Period Type: duration X - DefinitionBoolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). + ReferencesReference 1: [http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2](http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Regulation S-T -Number 232 -Section 405 + Details Name: dei EntityInteractiveDataCurrent Namespace Prefix: dei_ Data Type: dei:yesNoItemType Balance Type: na Period Type: duration X - DefinitionThe exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC. + ReferencesReference 1: <a href=) + Details Name: dei EntityRegistrantName Namespace Prefix: dei_ Data Type: xbrli:normalizedStringItemType Balance Type: na Period Type: duration X - DefinitionBoolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2> + Details Name: dei EntityShellCompany Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration X - DefinitionIndicates that the company is a Smaller Reporting Company (SRC). + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2> + Details Name: dei EntitySmallBusiness Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration X - DefinitionThe Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2> + Details Name: dei EntityTaxIdentificationNumber Namespace Prefix: dei_ Data Type: dei:employerIdItemType Balance Type: na Period Type: duration X - DefinitionLocal phone number for entity. + ReferencesNo definition available. + Details Name: dei LocalPhoneNumber Namespace Prefix: dei_ Data Type: xbrli:normalizedStringItemType Balance Type: na Period Type: duration X - DefinitionTitle of a 12(b) registered security. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b> + Details Name: dei Security12bTitle Namespace Prefix: dei_ Data Type: dei:securityTitleItemType Balance Type: na Period Type: duration X - DefinitionName of the Exchange on which a security is registered. + ReferencesReference 1: <http://www.xbrl.org/2003/role/presentationRef-Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection d1-1> + Details Name: dei SecurityExchangeName Namespace Prefix: dei_ Data Type: dei:edgarExchangeCodeItemType Balance Type: na Period Type: duration X - DefinitionTrading symbol of an instrument as listed on an exchange. + ReferencesNo definition available. + Details Name: dei TradingSymbol Namespace Prefix: dei_ Data Type: dei:tradingSymbolItemType Balance Type: na Period Type: duration XML 15 R2.htm IDEA: XBRL DOCUMENT v3.24.2.u1 Consolidated Statements of Assets and Liabilities - USD (\$) \$ in Thousands Jun. 30, 2024 Dec. 31, 2023 Assets A Non-controlled/non-affiliated investments, at fair value (amortized cost of \$3,542,035 and \$3,226,776) \$ 3,514,286 \$ 3,193,561 Cash and cash equivalents (restricted cash of \$2,000 and \$0) 94,966 69,705 Deferred financing costs 17,000 14,317 Interest and dividend receivable from non-controlled/non-affiliated investments 27,594 28,884 Subscription receivable 0 41 Receivable for investments sold/repaid 136 173 Prepaid expenses and other assets 1,917 53 Total assets 3,655,899 3,306,734 Liabilities A Debt (net of unamortized debt issuance costs of \$8,331 and \$5,564) 1,664,423 1,496,032 Payable for investment purchased 31,469 8 Payable to affiliates (Note 3) 1,508 2,870 Dividends payable 44,704 49,968 Management fees payable 6,479 2,012 Income based incentive fees payable 9,903 11,766 Interest payable 20,664 18,223 Accrued expenses and other liabilities 14,788 4,104 Total liabilities 1,793,938 1,585,583 Commitments and Contingencies (Note 7) Net assets A Preferred stock, \$0.001 par value (1,000,000 shares authorized; no shares issued and outstanding) 0 0 Common stock, par value \$0.001 (100,000,000 shares authorized; 89,407,009 and 83,278,831 shares issued and outstanding) 89 83 Paid-in capital in excess of par value 1,831,835 1,712,609 Total distributable earnings (loss) 30,037 8,459 Total net assets 1,861,961 1,721,151 Total liabilities and net assets \$ 3,655,899 \$ 3,306,734 Net asset value per share (in dollars per share) \$ 20.83 \$ 20.67 X - DefinitionIncentive Fee Payable, Income + ReferencesNo definition available. + Details Name: msdflf IncentiveFeePayableIncome Namespace Prefix: msdflf_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionSubscription Receivable + ReferencesNo definition available. + Details Name: msdflf SubscriptionReceivable Namespace Prefix: msdflf_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - DefinitionAmount of obligations incurred and payable classified as other. + ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.9-03\(15\)\(5\)\)](http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(15)(5))) -Publisher FASB -URI <https://asc.fasb.org/1943274/214747856/942-10-S99-1> + Details Name: us-gaap AccountsPayableOtherCurrentAndNoncurrent Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionAmount of expenses incurred but not yet paid nor invoiced, and liabilities classified as other. + ReferencesNo definition available. + Details Name: us-gaap AccruedLiabilitiesAndOtherLiabilities Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionAmount of excess of issue price over par or stated value of stock and from other transaction involving stock or stockholder. Includes, but is not limited to, additional paid-in capital (APIC) for common and preferred stock. + ReferencesReference 1: [http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-04\(18\)\)](http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(18))) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147479170/946-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(30\)\(a\)\(1\)\)](https://asc.fasb.org/1943274/2147479170/946-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(1))) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480566/210-10-S99-1> + Details Name: us-gaap AdditionalPaidInCapital Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionAmount of asset recognized for present right to economic benefit. + ReferencesReference 1:

<https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4>: [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(19\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5](http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5): [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(26\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 7](http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 6): [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(23\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 8](http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(26)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 7): [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(21\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9](http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9): [http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph \(c\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 10](http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 10): [http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph \(bb\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 12](http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 11): [http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph \(c\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 14](http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 13): [http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 16](http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 15): [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(4\)\(i\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(14)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 17): [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(4\)\(iii\)\(A\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19): [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(5\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21): [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph \(SX 210.13-02\(a\)\(4\)\(iii\)\(A\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 23): [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph \(SX 210.13-02\(a\)\(4\)\(iv\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25): [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 28](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27): [http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph \(d\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30 + Details Name: us-gaap Liabilities Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - ReferencesNo definition available. + Details Name: us-gaap LiabilitiesAbstract Namespace Prefix: us-gaap Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount of liabilities and equity items, including the portion of equity attributable to noncontrolling interests, if any. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2>: \[http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\(SX 210.4-08\\(g\\)\\(1\\)\\(iii\\)\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 4\]\(http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.7-03\(a\)\(25\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 3\): \[http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph \\(f\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6\]\(http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph \(c\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5\): \[http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\(SX 210.5-02\\(32\\)\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1 + Details Name: us-gaap LiabilitiesAndStockholdersEquity Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionAmount, after deduction of unamortized premium \\(discount\\) and debt issuance cost, of long-term debt. Excludes lease obligation. + ReferencesReference 1: \\[http://www.xbrl.org/2003/role/exampleRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 55 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482949/835-55-8Reference 3\\]\\(http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\(SX 210.5-02\\(22\\)\\) -SubTopic 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2\\): \\[http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69B -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69BReference 5\\]\\(http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\(SX 210.9-03\\(16\\)\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 4\\): \\[http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph \\\(b\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 7\\]\\(http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69C -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69CReference 6\\): \\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph \\\(b\\\)\\\(3\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-4 + Details Name: us-gaap LongTermDebt Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionAmount of fee payable for management of fund or trust. + ReferencesReference 1: \\\[http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 2\\\]\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\(SX 210.6-04\\\(12\\\)\\\(a\\\)\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1 + Details Name: us-gaap ManagementFeePayable Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionNet asset value per share or per unit of investments in certain entities that calculate net asset value per share. Includes, but is not limited to, by unit, membership interest, or other ownership interest. Investment includes, but is not limited to, investment in certain hedge funds, venture capital funds, private equity funds, real estate partnerships or funds. Excludes fair value disclosure. + ReferencesReference 1: <a href=\\\): \\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph \\\\(a\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7Reference 4\\\]\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477996/946-210-45-4Reference 3\\\): \\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-1Reference 6\\\]\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph \\\(h\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7Reference 5\\\): \\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \\\\(SX 210.6-05\\\\(4\\\\)\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2 + Details Name: us-gaap NetAssetValuePerShare Namespace Prefix: us-gaap Data Type: dtr-types:perShareItemType Balance Type: na Period Type: instant X - DefinitionAmount of payable for purchase of investment. + ReferencesReference 1: \\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2\\\\]\\\\(http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 2\\\\): \\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph \\\\\(g\\\\\)\\\\\(2\\\\\)\\\\\(i\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 4\\\\]\\\\(http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 3\\\\): \\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-11Reference 6\\\\]\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph \\\\(h\\\\)\\\\(2\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 5\\\\): \\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(17\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 8\\\\]\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\(SX 210.7-03\\\\(a\\\\)\\\\(23\\\\)\\\\(a\\\\)\\\\(4\\\\)\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 7\\\\): \\\\[http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2\\\\]\\\\(http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\(SX 210.3-04\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1 + Details Name: us-gaap RetainedEarningsAccumulatedDeficit Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionAmount of equity \\\\(deficit\\\\) attributable to parent. Excludes temporary equity and equity attributable to noncontrolling interest. + ReferencesReference 1: <a href=\\\\): \\\\[http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2\\\\]\\\\(http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\(SX 210.6-04\\\\(19\\\\)\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2\\\\): \\\\[http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 6\\\\]\\\\(http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\(SX 210.5-02\\\\(31\\\\)\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3\\\\): \\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \\\\\(SX 210.6-05\\\\\(4\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2 + Details Name: us-gaap PreferredStockValue Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionAmount of asset related to consideration paid in advance for costs that provide economic benefits in future periods, and amount of other assets. + ReferencesNo definition available. + Details Name: us-gaap PrepaidExpenseAndOtherAssets Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - DefinitionAmount of receivable from sale of investment. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 2>: \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 310 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph \\\\\\(b\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(1\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 3\\\\\): \\\\\[http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 5\\\\\]\\\\\(http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 5\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 6\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 6\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 8\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 8\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 9\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 9\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 10\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 10\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 11\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 11\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 12\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 12\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 13\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 13\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 14\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 14\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 15\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 15\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 16\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 16\\\\\): \\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\\(SX 210.6-04\\\\\\(19\\\\\\)\\\\\\) 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\\\\\[http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting\\\\\]\\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\\(SX 210.6-04\\\\\(19\\\\\)\\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 19\\\\\)\\\\]\\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\\(SX 210.6-04\\\\(19\\\\)\\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7\\\\)\\\]\\\(http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\\(SX 210.6-04\\\(19\\\)\\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7\\\)\\]\\(http://www.xbrl.org/2009/role/commonPracticeRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \\(SX 210.7-03\\(a\\)\\(16\\)\\(a\\)\\(2\\)\\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 8\\)\]\(http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.9-03\(23\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 7\)](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29)

https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 8: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 12: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 13: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 14: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SAB Topic 4.E) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480418/310-10-S99-2 + Details Name: us-gaap StockholdersEquity Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - ReferencesNo definition available. + Details Name: us-gaap StockholdersEquityAbstract Namespace Prefix: us-gaap Data Type: xbrli:stringItemType Balance Type: na Period Type: duration XML 16 R3.htm IDEA: XBRL DOCUMENT v3.24.2.u1 Consolidated Statements of Assets and Liabilities (Parenthetical) - USD (\$) \$ in Thousands Jun. 30, 2024 Dec. 31, 2023 Statement of Financial Position [Abstract] A A Restricted cash \$ 2,000 \$ 0 Investments at amortized cost 3,542,035 3,226,776 Unamortized debt issuance costs \$ 8,331 \$ 5,564 Preferred stock, par value (in dollars per share) \$ 0.001 \$ 0.001 Preferred stock, shares authorized (in shares) 1,000,000 1,000,000 Preferred stock, shares issued (in shares) 0 0 Preferred stock, shares outstanding (in shares) 0 0 Common stock, par value (in dollars per share) \$ 0.001 \$ 0.001 Common stock, shares authorized (in shares) 100,000,000 100,000,000 Common stock, shares issued (in shares) 89,407,009 83,278,831 Common stock, shares outstanding (in shares) 89,407,009 83,278,831 X - DefinitionFace amount or stated value per share of common stock. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1 + Details Name: us-gaap CommonStockParOrStatedValuePerShare Namespace Prefix: us-gaap Data Type: dtr-types:perShareItemType Balance Type: na Period Type: instant X - DefinitionThe maximum number of common shares permitted to be issued by an entity's charter and bylaws. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1 + Details Name: us-gaap CommonStockSharesAuthorized Namespace Prefix: us-gaap Data Type: xbrli:sharesItemType Balance Type: na Period Type: instant X - DefinitionTotal number of common shares of an entity that have been sold or granted to shareholders (includes common shares that were issued, repurchased and remain in the treasury). These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1 + Details Name: us-gaap CommonStockSharesIssued Namespace Prefix: us-gaap Data Type: xbrli:sharesItemType Balance Type: na Period Type: instant X - DefinitionNumber of shares of common stock outstanding. Common stock represent the ownership interest in a corporation. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap CommonStockSharesOutstanding Namespace Prefix: us-gaap Data Type: xbrli:sharesItemType Balance Type: na Period Type: instant X - DefinitionAmount, after accumulated amortization, of debt issuance costs. Includes, but is not limited to, legal, accounting, underwriting, printing, and registration costs. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-1Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482900/835-30-50-1Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1D + Details Name: us-gaap DeferredFinanceCostsNet Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - DefinitionCost of the investment. + ReferencesReference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 55 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477339/946-210-55-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-03(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479886/946-10-S99-3Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12(Column C)(Footnote 8)(a)(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12(Column C)(Footnote 11)(a)(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column F)(Footnote 5)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 19 -Subparagraph (3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-19 + Details Name: us-gaap InvestmentOwnedAtCost Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - DefinitionFace amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1 + Details Name: us-gaap PreferredStockSharesAuthorized Namespace Prefix: us-gaap Data Type: xbrli:sharesItemType Balance Type: na Period Type: instant X - DefinitionNumber of shares issued for nonredeemable preferred shares and preferred shares redeemable solely at option of issuer. Includes, but is not limited to, preferred shares issued, repurchased, and held as treasury shares. Excludes preferred shares classified as debt. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-13 + Details Name: us-gaap PreferredStockSharesIssued Namespace Prefix: us-gaap Data Type: dtr-types:perShareItemType Balance Type: na Period Type: instant X - DefinitionThe maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap PreferredStockSharesOutstanding Namespace Prefix: us-gaap Data Type: xbrli:sharesItemType Balance Type: na Period Type: instant X - DefinitionAggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. Does not include preferred shares that have been repurchased. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-8Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(1)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4 + Details Name: us-gaap RestrictedCashAndCashEquivalents Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - ReferencesNo definition available. + Details Name: us-gaap StatementOfFinancialPositionAbstract Namespace Prefix: us-gaap Data Type: xbrli:stringItemType Balance Type: na Period Type: duration XML 17 R4.htm IDEA: XBRL DOCUMENT v3.24.2.u1 Consolidated Statements of Operations - USD (\$) \$ in Thousands 3 Months Ended 6 Months Ended Jun. 30, 2024 Jun. 30, 2023 Jun. 30, 2024 Jun. 30, 2023 Investment Income: A A A Interest income \$ 99,072 \$ 86,573 \$ 193,703 \$ 168,290 Payment-in-kind 2,850 622 5,494 1,063 Dividend income 646 504 1,211 1,000 Other income 1,620 1,195 2,881 2,180 Total investment income 104,188 88,894 203,289 172,539 Expenses: A A A Interest and other financing expenses 29,302 27,907 56,562 54,574 Management fees 8,639 7,446 16,869 14,750 Income based incentive fees 11,554 10,138 22,890 19,519 Professional fees 1,687 847 2,904 2,088 Directors& fees 128 88 274 168 Administrative service fees 17 60 42 114 General and other expenses 51 197 159 365 Total expenses 51,378 46,683 99,700 91,578 Management fees waiver (Note 3) (2,160) (5,564) (5,257) (11,062) Incentive fees waiver (Note 3) (1,651) 0 (2,862) 0 Net expenses 47,567 41,099 91,581 80,516 Net investment income (loss) before taxes 56,621 47,795 111,708 92,017 Excise tax expense 500 0 936 0 Net investment income (loss) after taxes 56,121 47,795 110,772 92,017 Net realized and unrealized gain (loss): A A A Net realized gain (loss) on non-controlled/non-affiliated investments 108 0 (5,517) 122 Net change in unrealized appreciation (depreciation) on non-controlled/non-affiliated investments 2,816 8,647 5,474 8,080 Net realized and unrealized gain (loss) 2,924 8,647 (43) 8,202 Net increase (decrease) in net assets resulting from operations \$ 59,045 \$ 56,442 \$ 110,729 \$ 100,219 Net investment income (loss) per share (basic and diluted) (in dollars per share) \$ 0.63 \$ 0.67 \$ 1.25 \$ 1.29 Earnings per share - basic (in dollars per share) 0.66 0.79 1.25 1.41 Earnings per share - diluted (in dollars per share) 0.66 0.79 \$ 1.25 \$ 1.41 Weighted average shares outstanding - basic (in shares) 89,271,839 71,337,323 88,315,183 71,101,563 Weighted average shares outstanding - diluted (in shares) 89,271,839 71,337,323 88,315,183 71,101,563 X - DefinitionIncome Based Incentive Fee Expense + ReferencesNo definition available. + Details Name: msdlf IncomeBasedIncentiveFeeExpense Namespace Prefix: msdlf Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionInvestment Company, Contractual Incentive Fee Waived + ReferencesNo definition available. + Details Name: msdlf InvestmentCompanyContractualIncentiveFeeWaived Namespace Prefix: msdlf Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionInvestment Company, Contractual Management Fee Waived + ReferencesNo definition available. + Details Name: msdlf InvestmentCompanyContractualManagementFeeWaived Namespace Prefix: msdlf Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionNet Realized Gains (Losses) + ReferencesNo definition available. + Details Name: msdlf NetRealizedGainsLossesAbstract Namespace Prefix: msdlf Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount of expense for administrative fee from service provided, including, but not limited to, salary, rent, or overhead cost. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-3Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 850 -SubTopic 10 -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483326/850-10-50-1 + Details Name: us-gaap AdministrativeFeesExpense Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAmount of realized gain (loss) on investment in debt and equity securities. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting

Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: [http://www.xbrl.org/2003/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.5-03\(7\)\(c\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3](http://www.xbrl.org/2003/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column C\)\(Footnote 4\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 4](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 4): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column C\)\(Footnote 6\)\(e\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 5](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)(Footnote 6)(e)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 5): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column C\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 6): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(7\)\(a\)\(1\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 7](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 7): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(7\)\(a\)\(2\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name: us-gaap DebtAndEquitySecuritiesRealizedGainLoss Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of unrealized gain \(loss\) on investment in debt and equity securities. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.5-03\(9\)\(a\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name: us-gaap DebtAndEquitySecuritiesRealizedGainLoss Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of unrealized gain (loss) on investment in debt and equity securities. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2): [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.5-03\(7\)\(c\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column D\)\(Footnote 4\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 4](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column D)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 4): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column D\)\(Footnote 6\)\(f\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 5](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column D)(Footnote 6)(f)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 5): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column D\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column D)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 6): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(7\)\(c\)\(1\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 7](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(c)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 7): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column E\)\(1\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 3](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(c)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name: us-gaap DebtAndEquitySecuritiesUnrealizedGainLoss Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of operating dividend income on securities. + ReferencesReference 1: http://asc.fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column E)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column E)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 4): [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column E\)\(Footnote 4\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 4](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column E)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/214747721/946-320-S99-6Reference 4):

(a)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477271/946-320-S99-6>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column E)(Footnote 6)(c)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477271/946-320-S99-6>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(1)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1> + Details Name: us-gaap InterestIncomeOperatingPaidInKind Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount, after reimbursement and fee waiver, of expense for generation of investment income classified as operating. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(a)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1> + Details Name: us-gaap InvestmentCompanyExpenseAfterReductionOffFeeWaiverAndReimbursement Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionPer share or unit amount, after investment expense, of dividend and interest investment income (loss). + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147478494/946-205-50-7> + Details Name: us-gaap InvestmentCompanyInvestmentIncomeLossPerShare Namespace Prefix: us-gaap Data Type: dtr-types:perShareItem Type Balance Type: na Period Type: duration X - DefinitionAmount of expenses related to the generation of investment income. + ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef> -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483621/220-10-S99-2>Reference 2: <http://www.xbrl.org/2003/role/exampleRef> -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479168/946-830-55-1>Reference 3: <http://www.xbrl.org/2009/role/commonPracticeRef> -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(2)(c)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477250/944-220-S99-1> + Details Name: us-gaap InvestmentIncomeInvestmentExpense Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAmount, after expense and tax, of investment income classified as operating. Excludes realized and unrealized gain (loss) on investment. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef> -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479168/946-830-55-1>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (a) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147478009/946-205-45-3>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(6)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(a)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-3> + Details Name: us-gaap InvestmentIncomeOperatingAfterExpenseAndTax Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of tax expense (benefit) on investment income classified as operating. Excludes realized and unrealized gain (loss) on investment. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(5)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (g) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479105/946-220-45-3>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479105/946-220-45-4>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147478297/946-220-50-1> + Details Name: us-gaap InvestmentIncomeOperatingTaxExpenseBenefit Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAmount of expense for investment management fee, including, but not limited to, expense in connection with research, selection, supervision, and custody of investment. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef> -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479168/946-830-55-1>Reference 2: <http://www.xbrl.org/2009/role/commonPracticeRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (a) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479105/946-220-45-3>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(a)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 4: <http://fasb.org/us-gaap/role/ref/legacyRef> -Name Accounting Standards Codification -Section 850 -SubTopic 10 -Section 50 -Paragraph 1 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483326/850-10-50-1> + Details Name: us-gaap ManagementFeeExpense Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionThe portion of profit or loss for the period, net of income taxes, which is attributable to the parent. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-6>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-9>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (c) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-6>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147478666/740-323-65-2>Reference 5: <http://fasb.org/us-gaap/role/ref/legacyRef> -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483621/220-10-S99-2>Reference 6: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480678/235-10-S99-1>Reference 7: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147481687/323-10-50-3>Reference 8: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147482907/825-10-50-28>Reference 9: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147482765/220-10-50-6>Reference 10: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-3>Reference 11: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-1>Reference 12: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480175/815-40-65-1>Reference 13: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-8>Reference 14: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-11>Reference 15: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-11>Reference 16: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483443/250-10-50-4>Reference 17: <http://www.xbrl.org/2003/role/exampleRef> -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479168/946-830-55-1>Reference 18: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479105/946-220-45-7>Reference 19: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(18)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477250/944-220-S99-1>Reference 20: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 21: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(d)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-3>Reference 22: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1A>Reference 23: <http://www.xbrl.org/2009/role/commonPracticeRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1A>Reference 24: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1A>Reference 25: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1A>Reference 26: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1A>Reference 27: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1B>Reference 28: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1B>Reference 29: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1B>Reference 30: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1B>Reference 31: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480097/470-10-S99-1B>Reference 32: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147482689/260-10-45-60B>Reference 33: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483499/205-20-50-7>Reference 34: <http://fasb.org/us-gaap/role/ref/legacyRef> -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147482740/230-10-45-28>Reference 35: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147482790/220-10-45-1A>Reference 36: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147482790/220-10-45-1B>Reference 37: <http://fasb.org/us-gaap/role/ref/legacyRef> -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(22)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147478524/942-220-S99-1> + Details Name: us-gaap NetIncomeLoss Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount, after investment expense, of income earned from investments in securities and real estate. Includes, but is not limited to, real estate investment, policy loans, dividends, and interest. Excludes realized gain (loss) on investments. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef> -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479168/946-830-55-1>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(2)(d)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477250/944-220-S99-1>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(4)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(2)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477271/946-320-S99-6>Reference 5: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column E)(Footnote 4)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477271/946-320-S99-6>Reference 6: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column E)(Footnote 6)(b)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477271/946-320-S99-6>Reference 7: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(4)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147477250/944-220-S99-1>Reference 8: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(1)(c)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1> + Details Name: us-gaap OtherIncome Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionA fee charged for services from professionals such as doctors, lawyers and accountants. The term is often expanded to include other professions, for example, pharmacists charging to maintain a medicinal profile of a client or customer. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef> -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI

https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (k) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-3Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name: us-gaap_ProfessionalFees Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAmount, after tax, of realized and unrealized gain (loss) on investment and derivative, classified as operating, and foreign currency transaction. Investment includes, but is not limited to, debt and equity securities, security sold short, real estate, and commodity. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 45 -Paragraph 37 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477346/946-830-45-37Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap_RealizedAndUnrealizedGainLossInvestmentDerivativeAndForeignCurrencyTransactionOperatingAfterTax Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_RevenuesAbstract Namespace Prefix: us-gaap_Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionThe average number of shares or units issued and outstanding that are used in calculating diluted EPS or earnings per unit (EPU), determined based on the timing of issuance of shares or units in the period. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 16 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-16 + Details Name: us-gaap_WeightedAverageNumberOfDilutedSharesOutstanding Namespace Prefix: us-gaap_Data Type: xbrli:sharesItemType Balance Type: na Period Type: duration X - DefinitionNumber of [basic] shares or units, after adjustment for contingently issuable shares or units and other shares or units not deemed outstanding, determined by relating the portion of time within a reporting period that common shares or units have been outstanding to the total time in that period. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10 + Details Name: us-gaap_WeightedAverageNumberOfSharesOutstandingBasic Namespace Prefix: us-gaap_Data Type: xbrli:sharesItemType Balance Type: na Period Type: duration XML R15.htm IDÉA: XBRL DOCUMENT v.3.24.2.u1 Consolidated Statements of Changes in Net Assets - USD (\$) in Thousands 3 Months Ended Jun. 30, 2024 Jun. 30, 2023 Jun. 30, 2024 Jun. 30, 2023 Investment Company, Net Assets (Roll Forward) Á Á Á Net assets at the beginning of period \$ 1,837,027 \$ 1,414,596 \$ 1,721,151 \$ 1,397,305 Increase (decrease) in net assets resulting from operations: Á Á Á Net investment income (loss) after taxes 56,121 47,795 110,772 92,017 Net realized gain (loss) 108 0 (5,517) 122 Net change in unrealized appreciation (depreciation) 2,816 8,647 5,474 8,080 Net increase (decrease) in net assets resulting from operations 59,045 56,442 110,729 100,219 Distributions to stockholders from: Á Á Á Dividends declared (44,704) (40,735) (89,151) (76,112) Investment Company, Dividend Distribution, Increase (Decrease) (44,704) (40,735) (89,151) (76,112) Capital transactions: Á Á Á Issuance of common stock, net of underwriting and offering costs 0 95,847 0 Reinvestment of dividends 10,593 9,698 23,385 18,589 Net increase (decrease) in net assets resulting from capital transactions 10,593 9,698 119,232 18,589 Total increase (decrease) in net assets 24,934 25,405 140,810 42,696 Net assets at end of period \$ 1,861,961 \$ 1,440,001 \$ 1,861,961 \$ 1,440,001 Dividends per share (in dollars per share) \$ 0.50 \$ 0.57 \$ 1.00 \$ 1.07 X - DefinitionInvestment Company, Capital Share Transaction and Dividend Distribution, Increase (Decrease) + ReferencesNo definition available. + Details Name: msdlf_InvestmentCompanyCapitalShareTransactionAndDividendDistributionIncreaseDecrease Namespace Prefix: msdlf_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionInvestment Company, Dividend Distribution, Increase (Decrease) + ReferencesNo definition available. + Details Name: msdlf_InvestmentCompanyDividendDistributionIncreaseDecrease Namespace Prefix: msdlf_Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionInvestment Company, Dividend Distribution, Increase (Decrease) + ReferencesNo definition available. + Details Name: msdlf_InvestmentCompanyDividendDistributionIncreaseDecreaseAbstract Namespace Prefix: msdlf_Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount of realized gain (loss) on investment in debt and equity securities. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name: us-gaap_DebtAndEquitySecuritiesRealizedGainLoss Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of unrealized gain (loss) on investment in debt and equity securities. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column D)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column D)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.6-07(7)(c)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(c)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name: us-gaap_DebtAndEquitySecuritiesUnrealizedGainLoss Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_InvestmentCompanyCapitalShareTransactionsAbstract Namespace Prefix: us-gaap_Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionPer share or unit amount of distribution to shareholders. Includes, but is not limited to, dividend and capital gain. Excludes distribution for tax return of capital. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-8 + Details Name: us-gaap_InvestmentCompanyDistributionToShareholdersPerShare Namespace Prefix: us-gaap_Data Type: dtr-types:perShareItemType Balance Type: na Period Type: duration X - DefinitionAmount of dividend distribution from ordinary income and capital gain. Excludes distribution for tax return of capital. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-4Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-8Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap_InvestmentCompanyDividendDistribution Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionA roll forward is a reconciliation of a concept from the beginning of a period to the end of a period. + ReferencesNo definition available. + Details Name: us-gaap_InvestmentCompanyNetAssetsRollForward Namespace Prefix: us-gaap_Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount, after expense and tax, of investment income classified as operating. Excludes realized and unrealized gain (loss) on investment. + ReferencesReference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/214748009/946-205-45-3Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap_InvestmentIncomeOperatingAfterExpenseAndTax Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionThe portion of profit or loss for the period, net of income taxes, which is attributable to the parent. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 17: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-10Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-7Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards

diffinition -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1Reference 27:
http://www.xbrli.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1Reference 28: http://www.xbrli.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1Reference 29:
http://www.xbrli.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1Reference 30: http://www.xbrli.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1Reference 31:
http://www.xbrli.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1Reference 32: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 33: http://www.xbrli.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 34:
http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 35: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 36: http://www.xbrli.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1BReference 37:
http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/214748524/942-220-S99-1 + Details Name: us-gaap NetIncomeLoss Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - References No definition available. + Details Name: us-gaap NetIncomeLossAttributableToReportingEntityAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionValue of stock issued during the period from a dividend reinvestment plan (DRIP). A dividend reinvestment plan allows the holder of the stock to reinvest dividends paid to them by the entity on new issues of stock by the entity. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://www.xbrli.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 3: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-4Reference 4: http://www.xbrli.org/2003/role/exampleRef -Topic 946 -SubTopic 230 -Name Accounting Standards Codification -Section 55 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479083/946-230-55-1Reference 5: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-2Reference 6: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap StockIssuedDuringPeriodValueDividendReinvestmentPlan Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionEquity impact of the value of new stock issued during the period. Includes shares issued in an initial public offering or a secondary public offering. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrli.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 5: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-4Reference 6: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-2Reference 7: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1 + Details Name: us-gaap StockIssuedDuringPeriodValueNewIssues Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of equity (deficit) attributable to parent. Excludes temporary equity and equity attributable to noncontrolling interest. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrli.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 5: http://www.xbrli.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 6: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 8: http://www.xbrli.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 9: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 10: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 11: http://www.xbrli.org/2009/role/commonPracticeRef -Topic 235

Balance Type: debit Period Type: duration X - DefinitionAmount of cash and cash equivalents, and cash and cash equivalents restricted to withdrawal or usage. Excludes amount for disposal group and discontinued operations. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-8>Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24>Reference 3: <http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4> + Details Name: us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - DefinitionAmount of increase (decrease) in cash, cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; including effect from exchange rate change. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. + ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24>Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 1 -SubTopic 230 -Topic 830 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477401/830-230-45-1> + Details Name: us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeRateEffect Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAmount of realized gain (loss) on investment in debt and equity securities. + ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.5-03\(9\)\(a\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2)Reference 2: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.5-03\(7\)\(c\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2)Reference 3: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(C\)Column C\)\(Footnote 4\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(C)Column C)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6)Reference 4: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(C\)Column C\)\(Footnote 6\)\(e\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(C)Column C)(Footnote 6)(e)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6)Reference 5: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(C\)Column C\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(C)Column C)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6)Reference 6: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(7\)\(a\)\(1\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1)Reference 7: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(7\)\(a\)\(2\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1) + Details Name: us-gaap_DebtAndEquitySecuritiesRealizedGainLoss Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of increase (decrease) in accrued expenses, and obligations classified as other. + ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28) + Details Name: us-gaap_IncreaseDecreaseInAccruedLiabilitiesAndOtherOperatingLiabilities Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionThe increase (decrease) in obligations owed to an entity that is controlling, under the control of, or within the same control group as the reporting entity by means of direct or indirect ownership. + ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph \(a\) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28](http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28) + Details Name: us-gaap_IncreaseDecreaseInDueToAffiliates Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAmount of increase (decrease) in fee payable for management of operations based on performance under arrangement, including, but not limited to, investment. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 230 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477867/946-230-45-1> + Details Name: us-gaap_IncreaseDecreaseInIncentiveFeePayable Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionThe increase (decrease) during the reporting period in the aggregate amount due to the entity in the form of unpaid interest and dividends. + ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph \(a\) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28](http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28) + Details Name: us-gaap_IncreaseDecreaseInInterestAndDividendsReceivable Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionThe increase (decrease) during the reporting period in interest payable, which represents the amount owed to note holders, bond holders, and other parties for interest earned on loans or credit extended to the reporting entity. + ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph \(a\) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28](http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28) + Details Name: us-gaap_IncreaseDecreaseInInterestPayableNet Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAmount of increase (decrease) in fee payable for management of fund or trust. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 230 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477867/946-230-45-1> + Details Name: us-gaap_IncreaseDecreaseInManagementFeePayable Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_IncreaseDecreaseInOtherOperatingAssetsAndLiabilitiesNetAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount of increase (decrease) in prepaid expenses, and assets classified as other. + ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph \(a\) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28](http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28) + Details Name: us-gaap_IncreaseDecreaseInPrepaidDeferredExpenseAndOtherAssets Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of interest and dividend income from investment paid in kind, classified as operating. + ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(1\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1) + Details Name: us-gaap_InterestAndDividendIncomeOperatingPaidInKind Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of cash paid for interest, excluding capitalized interest, classified as operating activity. Includes, but is not limited to, payment to settle zero-coupon bond for accreted interest of debt discount and debt instrument with insignificant coupon interest rate in relation to effective interest rate of borrowing attributable to accreted interest of debt discount. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 17 -Subparagraph \(d\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-17](http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 17 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-17)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph \(e\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-25](http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-25)Reference 3: <http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-2> + Details Name: us-gaap_InterestPaidNet Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of cash inflow (outflow) from financing activities, including discontinued operations. Financing activity cash flows include obtaining resources from owners and providing them with a return on, and a return of, their investment; borrowing money and repaying amounts borrowed, or settling the obligation; and obtaining and paying for other resources obtained from creditors on long-term credit. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24> + Details Name: us-gaap_NetCashProvidedByUsedInFinancingActivities Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_NetCashProvidedByUsedInFinancingActivitiesAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount of cash inflow (outflow) from operating activities, including discontinued operations. Operating activity cash flows include transactions, adjustments, and changes in value not defined as investing or financing activities. + ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28>Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24>Reference 3: <http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-25> + Details Name: us-gaap_NetCashProvidedByUsedInOperatingActivities Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: na Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_NetCashProvidedByUsedInOperatingActivitiesAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionThe portion of profit or loss for the period, net of income taxes, which is attributable to the parent. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9>Reference 3: [http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph \(g\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1)Reference 4: [http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph \(g\)\(3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2)Reference 5: [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.5-03\(20\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2](http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2)Reference 6: [http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.4-08\(g\)\(1\)\(iii\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1)Reference 7: [http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph \(c\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3](http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3)Reference 8: [http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph \(f\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28](http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28)Reference 9: <http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6>Reference 10: <http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3>Reference 11: [http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(f\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-10-40-65-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-10-40-65-1)Reference 12: [http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph \(f\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-10-40-65-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-10-40-65-1)Reference 13: <http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8>Reference 14: [http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11](http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11)Reference 15: [http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph \(b\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11](http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11)Reference 16: <http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4>Reference 17: <http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-10>Reference 18: <http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-7>Reference 19: [http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.7-04\(18\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1)Reference 20: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(9\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1)Reference 21: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.6-09\(1\)\(d\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3)Reference 22: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(4\)\(i\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A)Reference 23: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(4\)\(ii\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A)Reference 24: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(4\)\(iii\)\(A\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A)Reference 25: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(4\)\(iv\)\) -Publisher FASB -URI https://asc.fas](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A)

205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 34: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 35: http://www.xbrli.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 36: http://www.xbrli.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1BReference 37: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210-9-04(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1 + Details Name: us-gaap_NetIncomeLoss Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionThe cash outflow paid to third parties in connection with debt origination, which will be amortized over the remaining maturity period of the associated long-term debt. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 15 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-15 + Details Name: us-gaap_PaymentsOfDebtIssuanceCosts Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionCash outflow in the form of capital distributions and dividends to common shareholders, preferred shareholders and noncontrolling interests. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 15 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-15 + Details Name: us-gaap_PaymentsOfDividends Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionThe cash inflow from the additional capital contribution to the entity. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 14 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-14 + Details Name: us-gaap_ProceedsFromIssuanceOfCommonStock Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionThe cash inflow from a debt initially having maturity due after one year or beyond the operating cycle, if longer. + ReferencesReference 1: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210-6-03(i)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479886/946-10-S99-3Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 14 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-14 + Details Name: us-gaap_ProceedsFromIssuanceOfLongTermDebt Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionThe cash outflow for debt initially having maturity due after one year or beyond the normal operating cycle, if longer. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 15 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-15Reference 2: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210-6-03(i)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479886/946-10-S99-3 + Details Name: us-gaap_RepaymentsOfLongTermDebt Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_SupplementalCashFlowInformationAbstract Namespace Prefix: us-gaap_Data Type: xbrli:stringItemType Balance Type: na Period Type: duration XML 20 R7.htm IDEA: XBRL DOCUMENT v3.24.2.u1 Consolidated Schedule of Investments ã, in Thousands, \$ in Thousands 3 Months Ended 6 Months Ended Mar. 31, 2024 Jun. 30, 2024 USD (\$) shares Jun. 30, 2024 EUR (ã, in Thousands) shares Dec. 31, 2023 USD (\$) shares Par Amount [1],[2],[3] A A \$ 10,667 Cost A \$ 3,542,035 A 3,226,776 Fair Value A 3,514,286 A 3,193,561 Interest Rate Swap, Series 2029 Notes A A A Notional Amount [4],[5],[6] A 350 A A Fair Value [4],[5],[6] A 1,636 A A Upfront Payments/Receipts [4],[5],[6] A 0 A A Change in Unrealized Appreciation/(Depreciation) [4],[5],[6] A \$ 1,636 A A Long Interest Rate Swap, Series 2029 Notes A A A Company Receives [4],[5],[6] A 6.41% 6.41% A Company Pays [4],[5],[6] A 2.37% 2.37% A Delayed Draw and Revolving Senior Secured Loans A A A Unfunded Commitment A \$ 511,230 A \$ 294,950 Euro Interbank Offered Rate (EURIBOR) A A A Variable interest rate A 3.71% 3.71% 3.91% Secured Overnight Financing Rate (SOFR) | 1-month Period A A A Variable interest rate A 5.34% 5.34% 5.35% Secured Overnight Financing Rate (SOFR) | 3-month Period A A A Variable interest rate A 5.32% 5.32% 5.33% Secured Overnight Financing Rate (SOFR) | 6-month Period A A A Variable interest rate A 5.25% 5.25% 5.16% Prime Rate A A A Variable interest rate A 8.50% 8.50% 8.50% Total Portfolio Investments A A A Cost [7],[8],[9] A \$ 3,542,035 A Fair Value [7],[8] A \$ 3,514,286 A Percentage of Net Assets [7],[8] A 188.74% 188.74% A Non Qualifying Assets | Assets, Total | Customer Concentration Risk A A A % of Total Investments at Fair Value 6.55% 7.22% A Debt Securities A A A Cost [7],[8],[10] A \$ 3,488,300 A Fair Value [7],[8] A \$ 3,457,354 A Percentage of Net Assets [7],[8] A 185.68% 185.68% A Debt Securities | Aerospace & Defense A A A Cost A \$ 82,996 A Fair Value A \$ 80,808 A Percentage of Net Assets A 4.34% 4.34% A Debt Securities | Air Freight & Logistics A A A Cost A \$ 15,767 A Fair Value A \$ 15,958 A Percentage of Net Assets A 0.86% 0.86% A Debt Securities | Automobile Components A A A Cost A \$ 113,519 A Fair Value A \$ 111,066 A Percentage of Net Assets A 5.97% 5.97% A Debt Securities | Automobiles A A A Cost A \$ 110,187 A Fair Value A \$ 107,382 A Percentage of Net Assets A 5.77% 5.77% A Debt Securities | Biotechnology A A A Cost A \$ 26,702 A Fair Value A \$ 26,702 A Percentage of Net Assets A 1.43% 1.43% A Debt Securities | Building Products A A A Cost A \$ 14,128 A Fair Value A \$ 14,128 A Percentage of Net Assets A 0.76% 0.76% A Debt Securities | Chemicals A A A Cost A \$ 20,959 A Fair Value A \$ 20,603 A Percentage of Net Assets A 1.11% 1.11% A Debt Securities | Commercial Services & Supplies A A A Cost A \$ 322,617 A Fair Value A \$ 321,604 A Percentage of Net Assets A 17.27% 17.27% A Debt Securities | Construction & Engineering A A A Cost A \$ 59,750 A Fair Value A \$ 58,128 A Percentage of Net Assets A 3.12% 3.12% A Debt Securities | Consumer Staples Distribution & Retail A A A Cost A \$ 22,246 A Fair Value A \$ 22,493 A Percentage of Net Assets A 1.21% 1.21% A Debt Securities | Containers & Packaging A A A Cost A \$ 43,859 A Fair Value A \$ 43,432 A Percentage of Net Assets A 2.33% 2.33% A Debt Securities | Distributors A A A Cost A \$ 94,693 A Fair Value A \$ 91,280 A Percentage of Net Assets A 4.90% 4.90% A Debt Securities | Diversified Consumer Services A A A Cost A \$ 164,208 A Fair Value A \$ 163,980 A Percentage of Net Assets A 8.81% 8.81% A Debt Securities | Electronic Equipment, Instruments & Components A A A Cost A \$ 70,973 A Fair Value A \$ 65,953 A Percentage of Net Assets A 3.54% 3.54% A Debt Securities | Energy Equipment & Services A A A Cost A \$ 14,876 A Fair Value A \$ 15,000 A Percentage of Net Assets A 0.81% 0.81% A Debt Securities | Financial Services A A A Cost A \$ 75,796 A Fair Value A \$ 76,174 A Percentage of Net Assets A 4.09% 4.09% A Debt Securities | Food Products A A A Cost A \$ 77,364 A Fair Value A \$ 76,258 A Percentage of Net Assets A 4.10% 4.10% A Debt Securities | Ground Transportation A A A Cost A \$ 22,336 A Fair Value A \$ 22,336 A Percentage of Net Assets A 1.20% 1.20% A Debt Securities | Health Care Equipment & Supplies A A A Cost A \$ 20,841 A Fair Value A \$ 21,145 A Percentage of Net Assets A 1.14% 1.14% A Debt Securities | Health Care Providers & Services A A A Cost A \$ 143,720 A Fair Value A \$ 144,581 A Percentage of Net Assets A 7.76% 7.76% A Debt Securities | Health Care Technology A A A Cost A \$ 60,361 A Fair Value A \$ 61,154 A Percentage of Net Assets A 3.28% 3.28% A Debt Securities | Industrial Conglomerates A A A Cost A \$ 43,897 A Fair Value A \$ 44,802 A Percentage of Net Assets A 2.41% 2.41% A Debt Securities | Insurance Services A A A Cost A \$ 493,713 A Fair Value A \$ 497,730 A Percentage of Net Assets A 26.73% 26.73% A Debt Securities | Interactive Media & Services A A A Cost A \$ 104,085 A Fair Value A \$ 100,185 A Percentage of Net Assets A 5.38% 5.38% A Debt Securities | IT Services A A A Cost A \$ 303,943 A Fair Value A \$ 298,535 A Percentage of Net Assets A 16.03% 16.03% A Debt Securities | Leisure Products A A A Cost A \$ 21,467 A Fair Value A \$ 21,601 A Percentage of Net Assets A 1.16% 1.16% A Debt Securities | Life Sciences Tools & Services A A A Cost A \$ 13,839 A Fair Value A \$ 13,839 A Percentage of Net Assets A 0.74% 0.74% A Debt Securities | Machinery A A A Cost A \$ 72,285 A Fair Value A \$ 72,788 A Percentage of Net Assets A 3.91% 3.91% A Debt Securities | Multi-Utilities A A A Cost A \$ 31,575 A Fair Value A \$ 31,845 A Percentage of Net Assets A 1.71% 1.71% A Debt Securities | Pharmaceuticals A A A Cost A \$ 11,713 A Fair Value A \$ 11,311 A Percentage of Net Assets A 0.61% 0.61% A Debt Securities | Professional Services A A A Cost A \$ 126,601 A Fair Value A \$ 127,722 A Percentage of Net Assets A 6.86% 6.86% A Debt Securities | Real Estate Management & Development A A A Cost A \$ 135,625 A Fair Value A \$ 135,906 A Percentage of Net Assets A 7.30% 7.30% A Debt Securities | Software A A A Cost A \$ 545,745 A Fair Value A \$ 534,904 A Percentage of Net Assets A 28.73% 28.73% A Debt Securities | Wireless Telecommunication Services A A A Cost A \$ 5,914 A Fair Value A \$ 6,021 A Percentage of Net Assets A 0.32% 0.32% A First Lien Debt A A A Cost A \$ 3,356,586 A Fair Value A \$ 3,027,413 Fair Value A 3,345,743 A \$ 3,004,544 Percentage of Net Assets A A 174.57% First Lien Debt | Aerospace & Defense A A A Cost A \$ 69,354 Fair Value A A \$ 69,364 Percentage of Net Assets A A 4.03% First Lien Debt | Air Freight & Logistics A A A Cost A A \$ 30,213 Fair Value A A \$ 29,744 Percentage of Net Assets A A 1.73% First Lien Debt | Automobile Components A A A Cost A A \$ 86,754 Fair Value A A \$ 86,173 Percentage of Net Assets A A 5.01% First Lien Debt | Automobiles A A A Cost A A \$ 151,741 Fair Value A A \$ 150,980 Percentage of Net Assets A A 8.77% First Lien Debt | Biotechnology A A A Cost A A \$ 15,580 Fair Value A A \$ 15,619 Percentage of Net Assets A A 0.91% First Lien Debt | Chemicals A A A Cost A A \$ 20,940 Fair Value A A \$ 20,481 Percentage of Net Assets A A 1.19% First Lien Debt | Commercial Services & Supplies A A A Cost A A \$ 306,475 Fair Value A A \$ 304,534 Percentage of Net Assets A A 17.69% First Lien Debt | Construction & Engineering A A A Cost A A \$ 47,178 Fair Value A A \$ 46,877 Percentage of Net Assets A A 2.72% First Lien Debt | Containers & Packaging A A A Cost A A \$ 43,466 Fair Value A A \$ 43,688 Percentage of Net Assets A A 2.54% First Lien Debt | Distributors A A A Cost A A \$ 98,033 Fair Value A A \$ 93,930 Percentage of Net Assets A A 5.46% First Lien Debt | Diversified Consumer Services A A A Cost A A \$ 81,164 Fair Value A A \$ 80,159 Percentage of Net Assets A A 4.66% First Lien Debt | Electronic Equipment, Instruments & Components A A A Cost A A \$ 45,611 Fair Value A A \$ 44,711 Percentage of Net Assets A A 2.60% First Lien Debt | Financial Services A A A Cost A A \$ 59,701 Fair Value A A \$ 59,992 Percentage of Net Assets A A 3.49% First Lien Debt | Food Products A A A Cost A A \$ 73,733 Fair Value A A \$ 72,784 Percentage of Net Assets A A 4.23% First Lien Debt | Health Care Equipment & Supplies A A A Cost A A \$ 22,434 Fair Value A A \$ 22,614 Percentage of Net Assets A A 1.31% First Lien Debt | Health Care Providers & Services A A A Cost A A \$ 139,406 Fair Value A A \$ 138,138 Percentage of Net Assets A A 8.03% First Lien Debt | Health Care Technology A A A Cost A A \$ 61,205 Fair Value A A \$ 61,443 Percentage of Net Assets A A 3.57% First Lien Debt | Industrial Conglomerates A A A Cost A A \$ 33,707 Fair Value A A \$ 34,595 Percentage of Net Assets A A 2.01% First Lien Debt | Insurance Services A A A Cost A A \$ 472,289 Fair Value A A \$ 471,507 Percentage of Net Assets A A 27.39% First Lien Debt | Interactive Media & Services A A A Cost A A \$ 104,479 Fair Value A A \$ 100,782 Percentage of Net Assets A A 5.86% First Lien Debt | IT Services A A A Cost A A \$ 230,636 Fair Value A A \$ 224,725 Percentage of Net Assets A A 13.06% First Lien Debt | Leisure Products A A A Cost A A \$ 21,552 Fair Value A A \$ 21,453 Percentage of Net Assets A A 1.25% First Lien Debt | Machinery A A A Cost A A \$ 68,230 Fair Value A A \$ 66,966 Percentage of Net Assets A A 3.89% First Lien Debt | Multi-Utilities A A A Cost A A \$ 20,654 Fair Value A A \$ 20,828 Percentage of Net Assets A A 1.21% First Lien Debt | Pharmaceuticals A A A Cost A A \$ 12,398 Fair Value A A \$ 12,629 Percentage of Net Assets A A 0.73% First Lien Debt | Professional Services A A A Cost A A \$ 116,655 Fair Value A A \$ 118,043 Percentage of Net Assets A A 6.86% First Lien Debt | Real Estate Management & Development A A A Cost A A \$ 168,456 Fair Value A A \$ 168,090 Percentage of Net Assets A A 9.77% First Lien Debt | Software A A A Cost A A \$ 419,529 Fair Value A A \$ 417,855 Percentage of Net Assets A A 24.28% First Lien Debt | Wireless Telecommunication Services A A A Cost A A \$ 5,840 Fair Value A A \$ 5,840 Percentage of Net Assets A A 0.34% Second Lien Debt A A A Cost A A \$ 122,416 A \$ 146,014 Fair Value A 103,144 A \$ 132,415 Percentage of Net Assets A A 7.69% Second Lien Debt | Health Care Providers & Services A A A Cost A A \$ 5,419 Fair Value A A \$ 5,387 Percentage of Net Assets A A 0.31% Second Lien Debt | IT Services A A A Cost A A \$ 40,092 Fair Value A A \$ 36,979 Percentage of Net Assets A A 2.15% Second Lien Debt | Software A A A Cost A A \$ 23,808 Fair Value A A \$ 19,233 Percentage of Net Assets A A 1.12% Unsecured debt A A A Cost A A \$ 3,410 Fair Value A A \$ 2,064 Percentage of Net Assets A A 0.12% Unfunded Debt Securities, First Lien A A A Unfunded Commitment A 511,230 A \$ 294,950 Fair Value A (4,350) A (4,552) Unfunded Debt Securities A A A Fair Value A (4,350) A (4,552) Equity Securities A A A Cost A \$ 53,735 A Fair Value A \$ 56,932 A Percentage of Net Assets A 3.06% 3.06% A Equity Securities | Aerospace & Defense A A A Cost [7],[8],[9] A \$ 654 A Fair Value [7],[8] A \$ 522 A Percentage of Net Assets [7],[8] A 0.03% 0.03% A Equity Securities | Automobile Components A A A Cost A \$ 850 A Fair Value A \$ 1,290 A Percentage of Net Assets A 0.07% 0.07% A Equity Securities | Commercial Services & Supplies A A A Cost A \$ 1,860 A Fair Value A \$ 2,763 A Percentage of Net Assets A 0.15% 0.15% A Equity Securities | Containers & Packaging A A A Cost A \$ 2,709 A Fair Value A \$ 1,927 A Percentage of Net Assets A 0.10% 0.10% A Equity Securities | Diversified Consumer Services A A A Cost A \$ 123 A Fair Value A \$ 71 A Percentage of Net Assets A 0.00% 0.00% A Equity Securities | Food Products A A A Cost A \$ 2,013 A Fair Value A \$ 1,840 A Percentage of Net Assets A 0.10% 0.10% A Equity Securities | Health Care Providers & Services A A A Cost A \$ 4,874 A Fair Value A \$ 4,797 A Percentage of Net Assets A 0.26% 0.26% A Equity Securities | Insurance Services A A A Cost A \$ 4,474 A Fair Value A \$ 4,477 A Percentage of Net Assets A 0.24% 0.24% A Equity Securities | IT Services A A A Cost A \$ 13,881 A Fair Value A \$ 16,993 A Percentage of Net Assets A 0.91% 0.91% A Equity Securities | Leisure Products A A A Cost A \$ 450 A Fair Value A \$ 1,168 A Percentage of Net Assets A 0.06% 0.06% A Equity Securities | Professional Services A A A Cost A \$ 3,459 A Fair Value A \$ 2,310 A Percentage of Net Assets A 0.12% 0.12% A Equity Securities | Real Estate Management & Development A A A Cost A \$ 1,937 A Fair Value A \$ 1,996 A Percentage of Net Assets A 0.11% 0.11% A Equity Securities | Software A A A Cost A \$ 16,451 A Fair Value A \$ 16,778 A Percentage of Net Assets A 0.90% 0.90% A Restricted Securities A A A Fair Value A \$ 56,932 A \$ 54,538 Percentage of Net Assets A 3.06% 3.06% Common equity A A A Cost A A \$ 30,022 Fair Value A A \$ 34,505 Percentage of Net Assets A A 2.00% Other Securities A A A Cost A A \$ 53,349 Fair Value A A \$ 56,602 Percentage of Net Assets A A 3.29% Preferred equity A A A Cost A A \$ 19,917 Fair Value A A \$ 20,033 Percentage of Net Assets A A 1.16% Cash and Cash Equivalents A A A Cost A \$ 94,966 A Fair Value A \$ 94,966 A Percentage of Net Assets A 5.10% 5.10% A Total Portfolio Investments, Cash and Cash Equivalents A A A Cost [7],[8],[9] A \$ 3,637,001 A Fair Value [7],[8] A \$ 3,609,252 A Percentage of Net Assets [7],[8] A 193.84% 193.84% A Investment, Identifier [Axis]: 365 Retail Market, LLC A A A Unfunded Commitment A A \$ 2,800 Fair Value A A \$ 0 Investment, Identifier [Axis]: 365 Retail Markets, LLC 1 A A A Variable interest rate [3],[11] A A 4.75% Interest Rate [3],[11],[12] A A 10.30% Par Amount [3],[11] A \$ 17,105 Fair Value [3],[11] A \$ 17,105 Percentage of Net Assets [3],[11] A A 0.99% Investment, Identifier [Axis]: 365 Retail Markets, LLC 2 A A A Variable interest rate [3],[11] A A 4.75% Interest Rate [3],[11],[12] A A 10.30% Par Amount [3],[11] A A \$ 5,488 Cost [3],[11] A A \$ 5,442 Fair Value [3],[11] A A \$ 5,488 Percentage of Net Assets [3],[11] A A 0.32% Investment, Identifier [Axis]: 365 Retail Markets, LLC 3 A A A Variable interest rate [3],[11],[13] A A 4.75% Interest Rate [3],[11],[12],[13] A A 10.30% Par Amount [3],[11],[13] A A \$ 0 Cost [3],[11],[13] A A (27) Fair Value [3],[11],[13] A A 0 Percentage of Net Assets [3],[11],[13] A A 0.00% Investment, Identifier [Axis]: 365 Retail Markets, LLC, First Lien Debt 1 A A A Variable interest rate [14],[15] A 4.75% 4.75% A Interest Rate [14],[15],[16] A 10.20% 10.20% A Par Amount [9],[14],[15] A \$ 17,017 A Cost [14],[15] A 16,862 A Fair Value [14],[15] A \$ 17,017 A Percentage of Net Assets [14],[15] A 0.91% 0.91% A Investment, Identifier [Axis]: 365 Retail Markets, LLC, First Lien Debt 2 A A A Variable interest rate [14],[15] A 4.75% 4.75% A Interest Rate [14],[15],[16] A 10.20% 10.20% A Par Amount [9],[14],[15] A \$ 5,460 A Cost [14],[15] A 5,421 A Fair Value [14],[15] A \$ 5,460 A Percentage of Net Assets [14],[15] A 0.29% 0.29% A Investment, Identifier [Axis]: 365 Retail Markets, LLC, First Lien Debt 3 A A A Variable interest rate [14],[15],[17] A 4.75% 4.75% A Interest Rate [14],[15],[16],[17] A 10.20% 10.20% A Par Amount [9],[14],[15],[17] A \$ 0 A Cost [14],[15],[17] A \$ 0 A Percentage of Net Assets [14],[15],[17] A 0.00% 0.00% A Investment, Identifier [Axis]: 365 Retail Markets, LLC, Revolver A A A Unfunded Commitment A \$ 2,800 A Fair Value A \$ 0 A Investment, Identifier [Axis]: 48Forty Solutions, LLC A A A Unfunded Commitment A A \$ 1,086 Fair Value A A \$ (68) Investment, Identifier [Axis]: 48Forty Solutions, LLC 1 A A A Variable interest rate [3],[11],[18] A A 6.00% Interest Rate [3],[11],[18] A A 11.44% Par Amount [3],[11],[18] A A \$ 17,722 Cost [3],[11],[18] A A 17,455 Fair Value [3],[11],[18] A A \$ 16,618 Percentage of Net Assets [3],[11],[18] A A 0.97% Investment, Identifier [Axis]: 48Forty Solutions, LLC 2 A A A Variable interest rate [3],[13] A A 5.00% Interest Rate [3],[13] A A 13.50% Par Amount [3],[13] A A \$ 1,629 Cost [3],[13] A A 1,594 Fair Value [3],[13] A A \$ 1,459 Percentage of Net Assets [3],[13] A A 0.08% Investment, Identifier [Axis]: 48Forty

Solutions, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 6.00% 6.00% Á Interest Rate [14],[15],[16] Á 11.43% 11.43% Á Par Amount [9],[14],[15] Á \$ 17,632 Á Á Cost [14],[15] Á 17,407 Á Á Fair Value [14],[15] Á \$ 15,436 Á Á Percentage of Net Assets [14],[15] Á 0.83% 0.83% Á Investment, Identifier [Axis]: 48Forty Solutions, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 6.00% 6.00% Á Interest Rate [14],[15],[16],[17] Á 11.43% 11.43% Á Par Amount [9],[14],[15],[17] Á \$ 2,172 Á Á Cost [14],[15],[17] Á 2,143 Á Á Fair Value [14],[15],[17] Á \$ 1,834 Á Á Percentage of Net Assets [14],[15],[17] Á 0.10% 0.10% Á Investment, Identifier [Axis]: 48Forty Solutions, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 543 Á Á Fair Value Á \$ (68) Á Á Investment, Identifier [Axis]: ABB Concise Optical Group, LLC Á Á Á Variable interest rate [3],[19] Á Á Á 7.50% Interest Rate [3],[19] Á Á Á 13.01% Par Amount [3],[19] Á Á Á \$ 17,008 Cost [3],[19] Á Á Á 16,685 Fair Value [3],[19] Á Á Á 14,653 Percentage of Net Assets [3],[19] Á Á Á 0.85% Investment, Identifier [Axis]: ABB Concise Optical Group, LLC, First Lien Debt Á Á Á Á Variable interest rate [15],[20] Á 7.50% 7.50% Á Interest Rate [15],[16],[20] Á 12.99% 12.99% Á Par Amount [9],[15],[20] Á \$ 17,008 Á Á Cost [15],[20] Á 16,716 Á Á Fair Value [15],[20] Á \$ 15,227 Á Á Percentage of Net Assets [15],[20] Á 0.82% 0.82% Á Investment, Identifier [Axis]: AGI-CFI Holdings, Inc. Á Á Á Variable interest rate [3],[19] Á Á Á 5.75% Interest Rate [3],[12],[19] Á Á Á 11.18% Par Amount [3],[19] Á Á Á \$ 14,263 Cost [3],[19] Á Á Á 14,048 Fair Value [3],[19] Á Á Á 14,159 Percentage of Net Assets [3],[19] Á Á Á 0.82% Investment, Identifier [Axis]: AGI-CFI Holdings, Inc., First Lien Debt Á Á Á Á Variable interest rate [15],[20] Á 5.75% 5.75% Á Interest Rate [15],[16],[20] Á 11.26% 11.26% Á Par Amount [9],[15],[20] Á \$ 14,191 Á Á Cost [15],[20] Á 14,003 Á Á Fair Value [15],[20] Á \$ 14,191 Á Á Percentage of Net Assets [15],[20] Á 0.76% 0.76% Á Investment, Identifier [Axis]: AMCP Pet Holdings, Inc. (Brightpet) Á Á Á Á Unfunded Commitment Á Á Á \$ 2,042 Fair Value Á Á Á (44) Investment, Identifier [Axis]: AMCP Pet Holdings, Inc. (Brightpet) 1 Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 7.00% Interest Rate, PIK [3],[11],[18] Á Á Á 0.75% Interest Rate [3],[11],[18] Á Á Á 12.50% Par Amount [3],[11],[18] Á Á Á \$ 41,763 Cost [3],[11],[18] Á Á Á 41,011 Fair Value [3],[11],[18] Á Á Á \$ 40,856 Percentage of Net Assets [3],[11],[18] Á Á Á 2.37% Investment, Identifier [Axis]: AMCP Pet Holdings, Inc. (Brightpet) 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 7.00% Interest rate, PIK [3],[11],[13] Á Á Á 0.75% Interest Rate [3],[11],[13] Á Á Á 12.50% Par Amount [3],[11],[13] Á Á Á \$ 3,798 Cost [3],[11],[13] Á Á Á 3,715 Fair Value [3],[11],[13] Á Á Á \$ 3,671 Percentage of Net Assets [3],[11],[13] Á Á Á 0.21% Investment, Identifier [Axis]: AMCP Pet Holdings, Inc. (Brightpet), First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 7.00% 7.00% Á Interest rate, PIK [14],[15] Á 0.75% 0.75% Á Interest Rate [14],[15],[16] Á 12.33% 12.33% Á Par Amount [9],[14],[15] Á \$ 41,708 Á Á Cost [14],[15] Á 41,078 Á Á Fair Value [14],[15] Á \$ 41,141 Á Á Percentage of Net Assets [14],[15] Á 2.21% 2.21% Á Investment, Identifier [Axis]: AMCP Pet Holdings, Inc. (Brightpet), First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15] Á 7.00% 7.00% Á Interest rate, PIK [14],[15] Á 0.75% 0.75% Á Interest Rate [14],[15],[16] Á 12.33% 12.33% Á Par Amount [9],[14],[15] Á \$ 5,855 Á Á Cost [14],[15] Á 5,787 Á Á Fair Value [14],[15] Á \$ 5,775 Á Á Percentage of Net Assets [14],[15] Á 0.31% 0.31% Á Investment, Identifier [Axis]: ARI Network Services, Inc. Á Á Á Á Unfunded Commitment Á Á Á \$ 3,030 Fair Value Á Á Á (29) Investment, Identifier [Axis]: ARI Network Services, Inc. 1 Á Á Á Á Variable interest rate [3],[18],[19] Á Á Á 5.25% Interest Rate [3],[12],[18],[19] Á Á Á 10.60% Par Amount [3],[18],[19] Á Á Á 20,512 Cost [3],[18],[19] Á Á Á 20,369 Fair Value [3],[18],[19] Á Á Á \$ 20,315 Percentage of Net Assets [3],[18],[19] Á Á Á 1.18% Investment, Identifier [Axis]: ARI Network Services, Inc. 2 Á Á Á Á Variable interest rate [3],[18],[19] Á Á Á 5.25% Interest Rate [3],[12],[18],[19] Á Á Á 10.60% Par Amount [3],[18],[19] Á Á Á \$ 3,594 Cost [3],[18],[19] Á Á Á 3,569 Fair Value [3],[18],[19] Á Á Á \$ 3,559 Percentage of Net Assets [3],[18],[19] Á Á Á 0.21% Investment, Identifier [Axis]: ARI Network Services, Inc. 3 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 5.25% Interest Rate [3],[12],[13],[19] Á Á Á 10.60% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (19) Fair Value [3],[13],[19] Á Á Á (29) Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: ARI Network Services, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20],[21] Á 5.25% 5.25% Á Interest Rate [15],[16],[20],[21] Á 10.69% 10.69% Á Par Amount [9],[15],[20],[21] Á \$ 20,406 Á Á Cost [15],[20],[21] Á 20,324 Á Á Fair Value [15],[20],[21] Á \$ 20,406 Á Á Percentage of Net Assets [15],[20],[21] Á 1.10% 1.10% Á Investment, Identifier [Axis]: ARI Network Services, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [15],[20],[21] Á 5.25% 5.25% Á Interest Rate [15],[16],[20],[21] Á 10.69% 10.69% Á Par Amount [9],[15],[20],[21] Á \$ 3,575 Á Á Cost [15],[20],[21] Á 3,561 Á Á Fair Value [15],[20],[21] Á \$ 3,575 Á Á Percentage of Net Assets [15],[20],[21] Á 0.19% 0.19% Á Investment, Identifier [Axis]: ARI Network Services, Inc., First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.25% 5.25% Á Interest Rate [15],[16],[17],[20] Á 10.69% 10.69% Á Par Amount [9],[15],[17],[20] Á \$ 1,454 Á Á Cost [15],[17],[20] Á 1,443 Á Á Fair Value [15],[17],[20] Á \$ 1,454 Á Á Percentage of Net Assets [15],[17],[20] Á 0.08% 0.08% Á Investment, Identifier [Axis]: ARI Network Services, Inc., First Lien Debt 4 Á Á Á Á Variable interest rate [15],[20] Á 5.25% 5.25% Á Interest Rate [15],[16],[20] Á 10.69% 10.69% Á Par Amount [9],[15],[20] Á \$ 314 Á Á Cost [15],[20] Á 309 Á Á Fair Value [15],[20] Á \$ 314 Á Á Percentage of Net Assets [15],[20] Á 0.02% 0.02% Á Investment, Identifier [Axis]: ARI Network Services, Inc., Revolver Á Á Á Á Unfunded Commitment Á \$ 1,576 Á Á Fair Value Á 0 Á Á Investment, Identifier [Axis]: AWP Group Holdings, Inc 1 Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 5.50% Interest Rate [3],[11],[18] Á Á Á 10.95% Par Amount [3],[11],[18] Á Á Á \$ 6,152 Cost [3],[11],[18] Á Á Á 5,917 Fair Value [3],[11],[18] Á Á Á \$ 6,058 Percentage of Net Assets [3],[11],[18] Á Á Á 0.35% Unfunded Commitment Á Á Á \$ 1,579 Fair Value Á Á Á (24) Investment, Identifier [Axis]: AWP Group Holdings, Inc 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.50% Interest Rate [3],[11],[13] Á Á Á 10.95% Par Amount [3],[11],[13] Á Á Á \$ 79 Cost [3],[11],[13] Á Á Á 63 Fair Value [3],[11],[13] Á Á Á \$ 54 Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Unfunded Commitment Á Á Á \$ 620 Fair Value Á Á Á (9) Investment, Identifier [Axis]: AWP Group Holdings, Inc 3 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.50% Interest Rate [3],[11],[13] Á Á Á 10.95% Par Amount [3],[11],[13] Á Á Á \$ 170 Cost [3],[11],[13] Á Á Á 154 Fair Value [3],[11],[13] Á Á Á \$ 158 Percentage of Net Assets [3],[11],[13] Á Á Á 0.01% Investment, Identifier [Axis]: AWP Group Holdings, Inc., Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á 837 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: AWP Group Holdings, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15],[21] Á 5.50% 5.50% Á Interest Rate [14],[15],[16],[21] Á 10.94% 10.94% Á Par Amount [9],[14],[15],[21] Á \$ 6,121 Á Á Cost [14],[15],[21] Á 5,901 Á Á Fair Value [14],[15],[21] Á \$ 6,121 Á Á Percentage of Net Assets [14],[15],[21] Á 0.33% 0.33% Á Investment, Identifier [Axis]: AWP Group Holdings, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 5.50% 5.50% Á Interest Rate [14],[15],[16],[17] Á 10.94% 10.94% Á Par Amount [9],[14],[15],[17] Á \$ 821 Á Á Cost [14],[15],[17] Á 806 Á Á Fair Value [14],[15],[17] Á \$ 821 Á Á Percentage of Net Assets [14],[15],[17] Á 0.04% 0.04% Á Investment, Identifier [Axis]: AWP Group Holdings, Inc., First Lien Debt 3 Á Á Á Á Variable interest rate [14],[15],[17] Á 5.50% 5.50% Á Interest Rate [14],[15],[16],[17] Á 10.94% 10.94% Á Par Amount [9],[14],[15],[17] Á \$ 371 Á Á Cost [14],[15],[17] Á 357 Á Á Fair Value [14],[15],[17] Á \$ 371 Á Á Percentage of Net Assets [14],[15],[17] Á 0.02% 0.02% Á Investment, Identifier [Axis]: AWP Group Holdings, Inc., Revolver Á Á Á Á Unfunded Commitment Á \$ 419 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: Abacus Data Holdings, Inc. (AbacusNext) Á Á Á Á Par Amount, Shares (in shares) [3],[22] Á Á \$ 29,441 Cost [3],[22] Á Á \$ 2,944 Fair Value [3],[22] Á Á \$ 2,586 Percentage of Net Assets [3],[22] Á Á Á 0.15% Unfunded Commitment Á Á Á \$ 350 Fair Value Á Á Á \$ 0 Á Á Investment, Identifier [Axis]: Abacus Data Holdings, Inc. (AbacusNext) 1 Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 6.25% Interest Rate [3],[11],[18] Á Á Á 11.71% Par Amount [3],[11],[18] Á Á Á \$ 18,427 Cost [3],[11],[18] Á Á Á 18,180 Fair Value [3],[11],[18] Á Á Á \$ 18,427 Percentage of Net Assets [3],[11],[18] Á Á Á 1.07% Investment, Identifier [Axis]: Abacus Data Holdings, Inc. (AbacusNext) 2 Á Á Á Á Variable interest rate [3],[11] Á Á Á 6.25% Interest Rate [3],[11] Á Á Á 11.71% Par Amount [3],[11] Á Á Á \$ 1,931 Cost [3],[11] Á Á \$ 1,919 Fair Value [3],[11] Á Á \$ 1,931 Percentage of Net Assets [3],[11] Á Á Á 0.11% Investment, Identifier [Axis]: Abacus Data Holdings, Inc. (AbacusNext) 3 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.25% Interest Rate [3],[11],[13] Á Á Á 11.71% Par Amount [3],[11],[13] Á Á Á \$ 1,050 Cost [3],[11],[13] Á Á Á 1,032 Fair Value [3],[11],[13] Á Á Á \$ 1,050 Percentage of Net Assets [3],[11],[13] Á Á Á 0.06% Investment, Identifier [Axis]: Abacus Data Holdings, Inc. (AbacusNext), Common Equity Á Á Á Á Par Amount, Shares (in shares) [3],[15],[23],[24] Á 67,388 67,388 Á Cost [15],[23],[24] Á \$ 2,981 Á Á Fair Value [15],[23],[24] Á \$ 1,832 Á Á Percentage of Net Assets [15],[23],[24] Á 0.10% 0.10% Á Investment, Identifier [Axis]: Abacus Data Holdings, Inc. (AbacusNext), First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15],[21] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[21] Á 11.17% 11.17% Á Par Amount [9],[14],[15],[21] Á \$ 9,130 Á Á Cost [14],[15],[21] Á 9,024 Á Á Fair Value [14],[15],[21] Á \$ 8,730 Á Á Percentage of Net Assets [14],[15],[21] Á 0.47% 0.47% Á Investment, Identifier [Axis]: Abacus Data Holdings, Inc. (AbacusNext), First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[17] Á 11.17% 11.17% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Á Cost [14],[15],[17] Á (15) Á Á Fair Value [14],[15],[17] Á \$ (61) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Abacus Data Holdings, Inc. (AbacusNext), Revolver Á Á Á Á Unfunded Commitment Á \$ 1,400 Á Á Fair Value Á (61) Á Á Investment, Identifier [Axis]: Abracon Group Holdings, LLC Á Á Á Á Unfunded Commitment Á Á Á \$ 441 Fair Value Á Á Á (77) Investment, Identifier [Axis]: Abracon Group Holdings, LLC 1 Á Á Á Á Variable interest rate [3],[19] Á Á Á 6.00% Interest Rate [3],[19] Á Á Á 11.54% Par Amount [3],[19] Á Á Á \$ 6,037 Cost [3],[19] Á Á Á 5,943 Fair Value [3],[19] Á Á Á \$ 4,986 Percentage of Net Assets [3],[19] Á Á Á 0.29% Investment, Identifier [Axis]: Abracon Group Holdings, LLC 2 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 6.00% Interest Rate [3],[13],[19] Á Á Á 11.54% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (8) Fair Value [3],[13],[19] Á Á Á (77) Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: Abracon Group Holdings, LLC 3 Á Á Á Á Variable interest rate [3],[19] Á Á Á 6.00% Interest Rate [3],[19] Á Á Á 11.54% Par Amount [3],[19] Á Á Á \$ 401 Cost [3],[19] Á Á Á 395 Fair Value [3],[19] Á Á Á \$ 331 Percentage of Net Assets [3],[19] Á Á Á 0.02% Investment, Identifier [Axis]: Abracon Group Holdings, LLC, Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á 441 Á Á Fair Value Á \$ (107) Á Á Investment, Identifier [Axis]: Abracon Group Holdings, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 6.00% 6.00% Á Interest Rate [15],[16],[20] Á 11.48% 11.48% Á Par Amount [9],[15],[20] Á \$ 6,006 Á Á Cost [15],[20] Á 5,921 Á Á Fair Value [15],[20] Á \$ 4,547 Á Á Percentage of Net Assets [15],[20] Á 0.24% 0.24% Á Investment, Identifier [Axis]: Abracon Group Holdings, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 6.00% 6.00% Á Interest Rate [15],[16],[17],[20] Á 11.48% 11.48% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Á Cost [15],[17],[20] Á (7) Á Á Fair Value [15],[17],[20] Á \$ (107) Á Á Percentage of Net Assets [15],[17],[20] Á (0.01%) (0.01%) Á Investment, Identifier [Axis]: Abracon Group Holdings, LLC, First Lien Debt 3 Á Á Á Á Variable interest rate [15],[20] Á 6.00% 6.00% Á Interest Rate [15],[16],[20] Á 11.48% 11.48% Á Par Amount [9],[15],[20] Á \$ 401 Á Á Cost [15],[20] Á 396 Á Á Fair Value [15],[20] Á \$ 304 Á Á Percentage of Net Assets [15],[20] Á 0.02% 0.02% Á Investment, Identifier [Axis]: Advarra Holdings, Inc. Á Á Á Á Unfunded Commitment Á Á Á \$ 41 Fair Value Á Á Á (1) Investment, Identifier [Axis]: Advarra Holdings, Inc. 1 Á Á Á Á Variable interest rate [2],[3] Á Á Á 5.25% Interest Rate [2],[3] Á Á Á 10.61% Par Amount [2],[3] Á Á Á \$ 454 Cost [2],[3] Á Á Á 447 Fair Value [2],[3] Á Á Á \$ 447 Percentage of Net Assets [2],[3] Á Á Á 0.03% Investment, Identifier [Axis]: Advarra Holdings, Inc. 2 Á Á Á Á Variable interest rate [2],[3],[13] Á Á Á 5.25% Interest Rate [2],[3],[13] Á Á Á 10.61% Par Amount [2],[3],[13] Á Á Á \$ 0 Cost [2],[3],[13] Á Á Á 0 Fair Value [2],[3],[13] Á Á Á (1) Percentage of Net Assets [2],[3],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Advarra Holdings, Inc., Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á \$ 41 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: Advarra Holdings, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [15],[25] Á 5.25% 5.25% Á Interest Rate [15],[16],[25] Á 10.60% 10.60% Á Par Amount [9],[15],[25] Á \$ 452 Á Á Cost [15],[25] Á 445 Á Á Fair Value [15],[25] Á \$ 452 Á Á Percentage of Net Assets [15],[25] Á 0.02% 0.02% Á Investment, Identifier [Axis]: Advarra Holdings, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[25] Á 5.25% 5.25% Á Interest Rate [15],[16],[17],[25] Á 10.60% 10.60% Á Par Amount [9],[15],[17],[25] Á \$ 0 Á Á Cost [15],[17],[25] Á 0 Á Á Percentage of Net Assets [15],[17],[25] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Alert Media, Inc. Á Á Á Á Unfunded Commitment Á Á Á \$ 3,043 Fair Value Á Á Á (53) Investment, Identifier [Axis]: Alert Media, Inc. 1 Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 6.25% Interest Rate [3],[11],[18] Á Á Á \$ 19,283 Cost [3],[11],[18] Á Á Á 19,048 Fair Value [3],[11],[18] Á Á Á \$ 18,983 Percentage of Net Assets [3],[11],[18] Á Á Á 1.10% Investment, Identifier [Axis]: Alert Media, Inc. 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.25% Interest Rate [3],[11],[13] Á Á Á \$ 13.08% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (37) Fair Value [3],[11],[13] Á Á Á (53) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Alert Media, Inc., First Lien Debt 1 Á Á Á Á Interest Rate [14],[15],[16] Á 12.05% 12.05% Á Par Amount [9],[14],[15] Á \$ 19,594 Á Á Cost [14],[15] Á 19,391 Á Á Fair Value [14],[15] Á \$ 19,274 Á Á Percentage of Net Assets [14],[15] Á 1.04% 1.04% Á Investment, Identifier [Axis]: Alert Media, Inc., First Lien Debt 2 Á Á Á Á Interest Rate [14],[15],[16],[17] Á 12.05% 12.05% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Á Cost [14],[15],[17] Á (29) Á Á Fair Value [14],[15],[17] Á \$ (65) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Alert Media, Inc., Revolver Á Á Á Á Unfunded Commitment Á \$ 3,043 Á Á Fair Value Á \$ (65) Á Á Investment, Identifier [Axis]: Amerilife Holdings, LLC Á Á Á Á Par Amount, Shares (in shares) [3],[15],[23],[24] Á 908 908 Á Cost [15],[23],[24] Á \$ 25 Á Á Fair Value [15],[23],[24] Á \$ 40 Á Á Percentage of Net Assets [15],[23],[24] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Amerilife Holdings, LLC, Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á 2,596 Á Á Fair Value Á \$ (6) Á Á Investment, Identifier [Axis]: Amerilife Holdings, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 5.75% 5.75% Á Interest Rate [15],[16],[20] Á 11.08% 11.08% Á Par Amount [9],[15],[20] Á \$ 2,014 Á Á Cost [15],[20] Á 1,982 Á Á Fair Value [15],[20] Á \$ 2,014 Á Á Percentage of Net Assets [15],[20] Á 0.11% 0.11% Á Investment, Identifier [Axis]: Amerilife Holdings, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.75% 5.75% Á Interest Rate [15],[16],[17],[20] Á 11.08% 11.08% Á Par Amount [9],[15],[17],[20] Á \$ 866 Á Á Cost [15],[17],[20] Á 846 Á Á Fair Value [15],[17],[20] Á \$ 860 Á Á Percentage of Net Assets [15],[17],[20] Á 0.05% 0.05% Á Investment, Identifier [Axis]: Amerilife Holdings, LLC, First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.75% 5.75% Á Interest Rate [15],[16],[17],[20] Á 11.08% 11.08% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Á Cost [15],[17],[20] Á (6) Á Á Fair Value [15],[17],[20] Á \$ 0 Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Amerilife Holdings, LLC, Revolver Á Á Á Á Unfunded Commitment Á 437 Á Á Fair Value Á \$ 437 Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Anaplan, Inc. Á Á Á Á Variable interest rate [3],[19] Á Á Á 6.50% Interest Rate [3],[19] Á Á Á 11.85% Par Amount [3],[19] Á Á Á \$ 24,000 Cost [3],[19] Á Á \$ 23,597 Fair Value [3],[19] Á Á \$ 24,000 Percentage of Net Assets [3],[19] Á Á Á 1.39% Investment, Identifier [Axis]: Anaplan, Inc., First Lien Debt Á Á Á Á Variable interest rate [15],[20] Á 5.75% 5.75% Á Interest Rate [15],[16],[20] Á 11.09% 11.09% Á Par Amount [9],[15],[20] Á \$ 33,040 Á Á Cost [15],[20] Á 32,581 Á Á Fair Value [15],[20] Á \$ 32,875 Á Á Percentage of Net Assets [15],[20] Á 1.77% 1.77% Á Investment, Identifier [Axis]: Answer Acquisition, LLC Á Á Á Á Unfunded Commitment Á Á Á \$ 192 Fair Value Á Á Á (3) Investment, Identifier [Axis]: Answer Acquisition, LLC 1 Á Á Á Á Variable interest rate [3],[11] Á Á Á 5.75% Interest Rate [3],[11] Á Á Á 11.25% Par Amount [3],[11] Á Á Á \$ 10,611 Cost [3],[11] Á Á \$ 10,472 Fair Value [3],[11] Á Á \$ 10,454 Percentage of Net Assets [3],[11] Á Á Á 0.61% Investment, Identifier [Axis]: Answer Acquisition, LLC 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[13] Á Á Á 11.25% Par Amount [3],[11],[13] Á Á Á \$ 641 Cost [3],[11],[13] Á Á Á 631 Fair Value [3],[11],[13] Á Á Á \$ 629 Percentage of Net Assets [3],[11],[13] Á Á Á 0.04% Investment, Identifier [Axis]: Answer Acquisition, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 6.00% 6.00% Á Interest Rate [14],[15],[16] Á 11.49% 11.49% Á Par Amount [9],[14],[15] Á \$ 2,326 Á Á Cost [14],[15] Á 2,281 Á Á Fair Value [14],[15] Á \$ 2,281 Á Á Percentage of Net Assets [14],[15] Á 0.12% 0.12% Á Investment, Identifier [Axis]: Answer Acquisition, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15] Á 6.00% 6.00% Á Interest Rate [14],[15],[16] Á 11.49% 11.49% Á Par Amount [9],[14],[15] Á \$ 11,136 Á Á Cost [14],[15] Á 11,012 Á Á Fair Value [14],[15] Á \$ 11,082 Á Á Percentage of Net Assets [14],[15] Á 0.60% 0.60% Á Investment, Identifier [Axis]: Answer Acquisition, LLC, First Lien Debt 3 Á Á Á Á Variable interest rate [14],[15],[17] Á 6.00% 6.00% Á Interest Rate [14],[15],[16],[17] Á 11.49% 11.49% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Á Cost [14],[15],[17] Á (14) Á Á Fair Value [14],[15],[17] Á \$ (6) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Answer Acquisition, LLC, Revolver Á Á Á Á Unfunded Commitment Á \$ 1,249 Á Á Fair Value Á (6) Á Á Investment, Identifier [Axis]: Any Hour, LLC, Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á 6,926 Á Á Fair Value Á \$ (51) Á Á Investment, Identifier [Axis]: Any Hour, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[21] Á 5.00% 5.00% Á Interest Rate [15],[16],[21] Á 10.33% 10.33% Á Par Amount [9],[15],[21] Á \$ 23,723 Á Á Cost [15],[21] Á 23,372 Á Á Fair Value [15],[21] Á \$ 23,372 Á Á Percentage of Net Assets [15],[21]

A 1.26% 1.26% Á Investment, Identifier [Axis]: Any Hour, LLC, First Lien Debt 2 Á Á Á Variable interest rate [15],[17] Á 5.00% 5.00% Á Interest Rate [15],[16],[17] Á 10.33% 10.33% Á Par Amount [9],[15],[17] Á \$ 0 Á Cost [15],[17] Á (51) Á Á Fair Value [15],[17] Á \$ (51) Á Á Percentage of Net Assets [15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Any Hour, LLC, First Lien Debt 3 Á Á Á Variable interest rate [15],[17] Á 5.00% 5.00% Á Interest Rate [15],[16],[17] Á 10.33% 10.33% Á Par Amount [9],[15],[17] Á \$ 450 Á Á Cost [15],[17] Á 399 Á Á Fair Value [15],[17] Á \$ 399 Á Á Percentage of Net Assets [15],[17] Á 0.02% 0.02% Á Investment, Identifier [Axis]: Any Hour, LLC, Other Debt Á Á Á Interest rate, PIK [15] Á 13.00% 13.00% Á Interest Rate [15],[16] Á 13.00% 13.00% Á Par Amount [9],[15] Á \$ 5,964 Á Á Cost [15] Á 5,847 Á Á Fair Value [15] Á \$ 5,847 Á Á Percentage of Net Assets [15] Á 0.31% 0.31% Á Investment, Identifier [Axis]: Any Hour, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 3,013 Á Á Fair Value [15] Á \$ 3,013 Á Á Investment, Identifier [Axis]: Apex Service Partners, LLC 1 Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 7.00% Interest rate, PIK [3],[11],[18] Á Á Á 2.00% Interest Rate [3],[11],[18] Á Á Á 12.38% Par Amount [3],[11],[18] Á Á Á \$ 31,834 Cost [3],[11],[18] Á Á Á 31,235 Fair Value [3],[11],[18] Á Á Á \$ 31,235 Percentage of Net Assets [3],[11],[18] Á Á Á 1.81% Unfunded Commitment Á Á Á \$ 5,922 Fair Value Á Á Á \$ (73) Investment, Identifier [Axis]: Apex Service Partners, LLC 2 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 7.00% Interest rate, PIK [3],[11],[13] Á Á Á 2.00% Interest Rate [3],[11],[13] Á Á Á 12.38% Par Amount [3],[11],[13] Á Á Á \$ 1,692 Cost [3],[11],[13] Á Á Á \$ 1,598 Fair Value [3],[11],[13] Á Á Á \$ 1,598 Percentage of Net Assets [3],[11],[13] Á Á Á 0.09% Unfunded Commitment Á Á Á \$ 2,335 Fair Value Á Á Á \$ (43) Investment, Identifier [Axis]: Apex Service Partners, LLC 3 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 7.00% Interest rate, PIK [3],[11],[13] Á Á Á 2.00% Interest Rate [3],[11],[13] Á Á Á 12.38% Par Amount [3],[11],[13] Á Á Á \$ 203 Cost [3],[11],[13] Á Á Á \$ 156 Fair Value [3],[11],[13] Á Á Á \$ 156 Percentage of Net Assets [3],[11],[13] Á Á Á 0.01% Investment, Identifier [Axis]: Apex Service Partners, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 792 Á Á Fair Value Á \$ (5) Á Á Investment, Identifier [Axis]: Apex Service Partners, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15],[21] Á 7.00% 7.00% Á Interest rate, PIK [14],[15],[21] Á 2.00% 2.00% Á Interest Rate [14],[15],[21] Á 12.33% 12.33% Á Par Amount [9],[14],[15],[21] Á \$ 32,130 Á Á Cost [14],[15],[21] Á 31,565 Á Á Fair Value [14],[15],[21] Á \$ 31,944 Á Á Percentage of Net Assets [14],[15],[21] Á 1.72% 1.72% Á Investment, Identifier [Axis]: Apex Service Partners, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 7.00% 7.00% Á Interest rate, PIK [14],[15],[17] Á 2.00% 2.00% Á Interest Rate [14],[15],[17] Á 12.33% 12.33% Á Par Amount [9],[14],[15],[17] Á \$ 6,852 Á Á Cost [14],[15],[17] Á 6,702 Á Á Fair Value [14],[15],[17] Á \$ 6,808 Á Á Percentage of Net Assets [14],[15],[17] Á 0.37% 0.37% Á Investment, Identifier [Axis]: Apex Service Partners, LLC, First Lien Debt 3 Á Á Á Variable interest rate [14],[15],[17] Á 7.00% 7.00% Á Interest rate, PIK [14],[15],[17] Á 2.00% 2.00% Á Interest Rate [14],[15],[16],[17] Á 12.33% 12.33% Á Par Amount [9],[14],[15],[17] Á \$ 1,134 Á Á Cost [14],[15],[17] Á 1,091 Á Á Fair Value [14],[15],[17] Á \$ 1,119 Á Á Percentage of Net Assets [14],[15],[17] Á 0.06% 0.06% Á Investment, Identifier [Axis]: Apex Service Partners, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 1,404 Á Á Fair Value Á (8) Á Á Investment, Identifier [Axis]: Appfire Technologies, LLC 1 Á Á Á Variable interest rate [3],[11] Á Á Á 5.65% Interest Rate [3],[11] Á Á Á 11.03% Par Amount [3],[11] Á Á Á \$ 18,667 Cost [3],[11] Á Á Á \$ 18,576 Fair Value [3],[11] Á Á Á \$ 18,426 Percentage of Net Assets [3],[11] Á Á Á 1.07% Unfunded Commitment Á Á Á \$ 1,083 Fair Value Á Á Á \$ (14) Investment, Identifier [Axis]: Appfire Technologies, LLC 2 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.65% Interest Rate [3],[11],[13] Á Á Á 11.03% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (9) Fair Value [3],[11],[13] Á Á Á \$ (14) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Unfunded Commitment Á Á Á \$ 129 Fair Value Á Á Á \$ (2) Investment, Identifier [Axis]: Appfire Technologies, LLC 3 Á Á Á Variable interest rate [3],[13] Á Á Á 4.50% Interest Rate [3],[13] Á Á Á 13.00% Par Amount [3],[13] Á Á Á \$ 38 Cost [3],[13] Á Á Á \$ 36 Fair Value [3],[13] Á Á Á \$ 36 Percentage of Net Assets [3],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Appfire Technologies, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 5,036 Á Á Fair Value Á \$ (23) Á Á Investment, Identifier [Axis]: Appfire Technologies, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 4.75% 4.75% Á Interest Rate [14],[15],[16] Á 10.74% 10.74% Á Par Amount [9],[14],[15] Á \$ 20,115 Á Á Cost [14],[15] Á 20,037 Á Á Fair Value [14],[15] Á \$ 20,063 Á Á Percentage of Net Assets [14],[15] Á 1.08% 1.08% Á Investment, Identifier [Axis]: Appfire Technologies, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 4.75% 4.75% Á Interest Rate [14],[15],[16],[17] Á 10.74% 10.74% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Á Cost [14],[15],[17] Á (28) Á Á Fair Value [14],[15],[17] Á \$ (23) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Appfire Technologies, LLC, First Lien Debt 3 Á Á Á Variable interest rate [15],[17] Á 3.75% 3.75% Á Interest Rate [15],[16],[17] Á 12.25% 12.25% Á Par Amount [9],[15],[17] Á \$ 38 Á Á Cost [15],[17] Á 37 Á Á Fair Value [15],[17] Á \$ 38 Á Á Percentage of Net Assets [15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Appfire Technologies, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 129 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: Applitoools, Inc. Á Á Á Unfunded Commitment Á Á \$ 433 Fair Value Á Á Á \$ (10) Investment, Identifier [Axis]: Applitoools, Inc. 1 Á Á Á Interest rate, PIK [3],[19],[26] Á Á Á 6.25% Interest Rate [3],[19],[26] Á Á Á 11.61% Par Amount [3],[19],[26] Á Á Á \$ 3,584 Cost [3],[19],[26] Á Á Á \$ 3,541 Fair Value [3],[19],[26] Á Á Á \$ 3,498 Percentage of Net Assets [3],[19],[26] Á Á Á 0.20% Investment, Identifier [Axis]: Applitoools, Inc. 2 Á Á Á Variable interest rate [3],[13],[19],[26] Á Á Á 6.25% Interest Rate [3],[13],[19],[26] Á Á Á 11.61% Par Amount [3],[13],[19],[26] Á Á Á \$ 0 Cost [3],[13],[19],[26] Á Á Á (6) Fair Value [3],[13],[19],[26] Á Á Á \$ (10) Percentage of Net Assets [3],[13],[19],[26] Á Á Á 0.00% Investment, Identifier [Axis]: Applitoools, Inc., First Lien Debt 1 Á Á Á Interest rate, PIK [15],[20],[27] Á 6.25% 6.25% Á Interest Rate [15],[16],[20],[27] Á 11.59% 11.59% Á Par Amount [9],[15],[20],[27] Á \$ 3,799 Á Á Cost [15],[20],[27] Á 3,759 Á Á Fair Value [15],[20],[27] Á \$ 3,754 Á Á Percentage of Net Assets [15],[20],[27] Á 0.20% 0.20% Á Investment, Identifier [Axis]: Applitoools, Inc., First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[20],[27] Á 6.25% 6.25% Á Interest Rate [15],[16],[17],[20],[27] Á 11.58% 11.58% Á Par Amount [9],[15],[17],[20],[27] Á \$ 0 Á Cost [15],[17],[20],[27] Á (6) Á Á Fair Value [15],[17],[20],[27] Á \$ (5) Á Á Percentage of Net Assets [15],[17],[20],[27] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Applitoools, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 433 Á Á Fair Value Á (5) Á Á Investment, Identifier [Axis]: Aptean, Inc. Á Á Á Variable interest rate [3],[19] Á Á Á 7.00% Interest Rate [3],[19] Á Á Á 12.46% Par Amount [3],[19] Á Á Á \$ 5,950 Cost [3],[19] Á Á Á \$ 5,950 Fair Value [3],[19] Á Á Á \$ 5,950 Percentage of Net Assets [3],[19] Á Á Á 0.35% Investment, Identifier [Axis]: Aptean, Inc., Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 1,824 Á Á Fair Value Á (8) Á Á Investment, Identifier [Axis]: Aptean, Inc., First Lien Debt 1 Á Á Á Variable interest rate [15],[20],[21] Á 5.25% 5.25% Á Interest Rate [15],[16],[20],[21] Á 10.59% 10.59% Á Par Amount [9],[15],[20],[21] Á \$ 10,611 Á Á Cost [15],[20],[21] Á 10,509 Á Á Fair Value [15],[20],[21] Á \$ 10,566 Á Á Percentage of Net Assets [15],[20],[21] Á 0.57% 0.57% Á Investment, Identifier [Axis]: Aptean, Inc., First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[20] Á 5.25% 5.25% Á Interest Rate [15],[16],[17],[20] Á 10.59% 10.59% Á Par Amount [9],[15],[17],[20] Á \$ 93 Á Á Cost [15],[17],[20] Á 84 Á Á Fair Value [15],[17],[20] Á \$ 85 Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Aptean, Inc., First Lien Debt 3 Á Á Á Variable interest rate [15],[17],[20] Á 5.25% 5.25% Á Interest Rate [15],[16],[17],[20] Á 10.59% 10.59% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (9) Á Á Fair Value [15],[17],[20] Á \$ (4) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Aptean, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 984 Á Á Fair Value Á (4) Á Á Investment, Identifier [Axis]: Arcoro Holdings Corp., First Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 5.50% 5.50% Á Interest Rate [14],[15],[16] Á 10.84% 10.84% Á Par Amount [9],[14],[15] Á \$ 13,043 Á Á Cost [14],[15] Á 12,791 Á Á Fair Value [14],[15] Á \$ 12,897 Á Á Percentage of Net Assets [14],[15] Á 0.69% 0.69% Á Investment, Identifier [Axis]: Arcoro Holdings Corp., First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 5.50% 5.50% Á Interest Rate [14],[15],[16],[17] Á 10.84% 10.84% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Á Cost [14],[15],[17] Á (37) Á Á Fair Value [14],[15],[17] Á \$ (22) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Arcoro Holdings Corp., Revolver Á Á Á Unfunded Commitment Á \$ 1,957 Á Á Fair Value Á (22) Á Á Investment, Identifier [Axis]: Artifact Bidco, Inc, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 7,759 Á Á Fair Value Á \$ (39) Á Á Investment, Identifier [Axis]: Artifact Bidco, Inc, First Lien Debt 1 Á Á Á Variable interest rate [15],[28] Á 4.50% 4.50% Á Interest Rate [15],[16],[28] Á 9.85% 9.85% Á Par Amount [9],[15],[28] Á \$ 31,700 Á Á Cost [15],[28] Á 31,382 Á Á Fair Value [15],[28] Á \$ 31,382 Á Á Percentage of Net Assets [15],[28] Á 1.69% 1.69% Á Investment, Identifier [Axis]: Artifact Bidco, Inc, First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[28] Á 4.50% 4.50% Á Interest Rate [15],[16],[17],[28] Á 9.85% 9.85% Á Par Amount [9],[15],[17],[28] Á \$ 0 Á Cost [15],[17],[28] Á (39) Á Á Fair Value [15],[17],[28] Á \$ (39) Á Á Percentage of Net Assets [15],[17],[28] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Artifact Bidco, Inc, First Lien Debt 3 Á Á Á Variable interest rate [15],[17],[28] Á 4.50% 4.50% Á Interest Rate [15],[16],[17],[28] Á 9.85% 9.85% Á Par Amount [9],[15],[17],[28] Á \$ 0 Á Cost [15],[17],[28] Á (55) Á Á Fair Value [15],[17],[28] Á \$ (55) Á Á Percentage of Net Assets [15],[17],[28] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Artifact Bidco, Inc, Revolver Á Á Á Unfunded Commitment Á \$ 5,542 Á Á Fair Value Á (55) Á Á Investment, Identifier [Axis]: Assembly Intermediate, LLC 1 Á Á Á Variable interest rate [3],[11] Á Á Á 6.00% Interest Rate [3],[11] Á Á Á 11.45% Par Amount [3],[11] Á Á Á \$ 20,741 Cost [3],[11] Á Á Á \$ 20,451 Fair Value [3],[11] Á Á Á \$ 19,961 Percentage of Net Assets [3],[11] Á Á Á 1.16% Unfunded Commitment Á Á Á \$ 1,556 Fair Value Á Á Á \$ (58) Investment, Identifier [Axis]: Assembly Intermediate, LLC 2 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.00% Interest Rate [3],[11],[13] Á Á Á 11.45% Par Amount [3],[11],[13] Á Á Á \$ 3,630 Cost [3],[11],[13] Á Á Á \$ 3,568 Fair Value [3],[11],[13] Á Á Á \$ 3,435 Percentage of Net Assets [3],[11],[13] Á Á Á 0.20% Unfunded Commitment Á Á Á \$ 2,074 Fair Value Á Á Á \$ (78) Investment, Identifier [Axis]: Assembly Intermediate, LLC 3 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.00% Interest Rate [3],[11],[13] Á Á Á 11.45% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (26) Fair Value [3],[11],[13] Á Á Á \$ (78) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Assembly Intermediate, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 1,556 Á Á Fair Value Á \$ (74) Á Á Investment, Identifier [Axis]: Assembly Intermediate, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 5.25% 5.25% Á Interest Rate [14],[15],[16] Á 10.59% 10.59% Á Par Amount [9],[14],[15] Á \$ 20,741 Á Á Cost [14],[15] Á 20,483 Á Á Fair Value [14],[15] Á \$ 19,756 Á Á Percentage of Net Assets [14],[15] Á 1.06% 1.06% Á Investment, Identifier [Axis]: Assembly Intermediate, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 5.25% 5.25% Á Interest Rate [14],[15],[16],[17] Á 10.59% 10.59% Á Par Amount [9],[14],[15],[17] Á \$ 3,630 Á Á Cost [14],[15],[17] Á 3,575 Á Á Fair Value [14],[15],[17] Á \$ 3,383 Á Á Percentage of Net Assets [14],[15],[17] Á 0.18% 0.18% Á Investment, Identifier [Axis]: Assembly Intermediate, LLC, First Lien Debt 3 Á Á Á Variable interest rate [14],[15],[17] Á 5.25% 5.25% Á Interest Rate [14],[15],[16],[17] Á 10.59% 10.59% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Á Cost [14],[15],[17] Á (23) Á Á Fair Value [14],[15],[17] Á \$ (98) Á Á Percentage of Net Assets [14],[15],[17] Á (0.01% 0.01%) Á Investment, Identifier [Axis]: Assembly Intermediate, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 2,074 Á Á Fair Value Á \$ (99) Á Á Investment, Identifier [Axis]: Associations, Inc. 1 Á Á Á Variable interest rate [3],[11],[14],[15] Á 6.50% 6.50% Á Interest rate, PIK [3],[11],[18] Á Á Á 2.50% Interest Rate [3],[11],[18] Á Á Á 12.17% Par Amount [3],[11],[18] Á Á Á \$ 17,780 Cost [3],[11],[18] Á Á Á \$ 17,669 Fair Value [3],[11],[18] Á Á Á \$ 17,610 Percentage of Net Assets [3],[11],[18] Á Á Á 1.02% Unfunded Commitment Á Á Á \$ 60 Fair Value Á Á Á \$ (1) Investment, Identifier [Axis]: Associations, Inc. 2 Á Á Á Variable interest rate [3],[11],[13] Á 6.50% 6.50% Interest rate, PIK [3],[11],[13] Á Á Á 2.50% Interest Rate [3],[11],[13] Á Á Á 12.17% Par Amount [3],[11],[13] Á Á Á \$ 21,896 Cost [3],[11],[13] Á Á Á \$ 21,757 Fair Value [3],[11],[13] Á Á Á \$ 21,687 Percentage of Net Assets [3],[11],[13] Á Á Á 1.26% Unfunded Commitment Á Á Á \$ 1,203 Fair Value Á Á Á \$ (11) Investment, Identifier [Axis]: Associations, Inc. 3 Á Á Á Variable interest rate [3],[11],[13] Á 6.50% 6.50% Interest rate, PIK [3],[11],[13] Á Á Á 2.50% Interest Rate [3],[11],[13] Á Á Á 12.17% Par Amount [3],[11],[13] Á Á Á \$ 657 Cost [3],[11],[13] Á Á Á \$ 646 Fair Value [3],[11],[13] Á Á Á \$ 640 Percentage of Net Assets [3],[11],[13] Á Á Á 0.04% Investment, Identifier [Axis]: Associations, Inc., Delayed Draw Term Loan Á Á Á Unfunded Commitment Á \$ 846 Á Á Fair Value Á \$ (1) Á Á Investment, Identifier [Axis]: Associations, Inc., First Lien Debt 1 Á Á Á Interest Rate [14],[15],[16] Á 12.09% 12.09% Á Par Amount [9],[14],[15] Á \$ 10,948 Á Á Cost [14],[15] Á 10,938 Á Á Fair Value [14],[15] Á \$ 10,937 Á Á Percentage of Net Assets [14],[15] Á 0.59% 0.59% Á Investment, Identifier [Axis]: Associations, Inc., First Lien Debt 2 Á Á Á Interest Rate [14],[15],[16],[17] Á 12.09% 12.09% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (1) Á Á Fair Value [14],[15],[17] Á (1) Á Á Fair Value [14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (1) Á Á Fair Value [14],[15],[17] Á (1) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Associations, Inc., First Lien Debt 3 Á Á Á Interest Rate [14],[15],[16],[17] Á 12.09% 12.09% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (1) Á Á Fair Value [14],[15],[17] Á \$ (1) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Associations, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 678 Á Á Fair Value Á \$ (1) Á Á Investment, Identifier [Axis]: Atlas Purchaser, Inc. Á Á Á Variable interest rate [18],[19] Á Á Á 5.25% Interest Rate [18],[19] Á Á Á 10.88% Par Amount [18],[19] Á Á Á \$ 8,831 Cost [18],[19] Á Á Á \$ 8,710 Fair Value [18],[19] Á Á Á \$ 5,210 Percentage of Net Assets [18],[19] Á Á Á 0.30% Investment, Identifier [Axis]: Atlas Purchaser, Inc., First Lien Debt 1 Á Á Á Variable interest rate [20],[21] Á 7.50% 7.50% Á Interest rate, PIK [20],[21] Á 12.96% 12.96% Á Par Amount [9],[20],[21] Á \$ 2,426 Á Á Cost [20],[21] Á 2,426 Á Á Fair Value [20],[21] Á \$ 1,941 Á Á Percentage of Net Assets [20],[21] Á 0.10% 0.10% Á Investment, Identifier [Axis]: Atlas Purchaser, Inc., First Lien Debt 2 Á Á Á Variable interest rate [20],[21] Á 7.50% 7.50% Á Interest rate, PIK [20],[21] Á 12.96% 12.96% Á Par Amount [9],[20],[21] Á \$ 5,646 Á Á Cost [20],[21] Á 5,646 Á Á Fair Value [20],[21] Á \$ 3,388 Á Á Percentage of Net Assets [20],[21] Á 0.18% 0.18% Á Investment, Identifier [Axis]: Atlas US Finco, Inc. Á Á Á Variable interest rate [3],[26] Á Á Á 7.25% Interest Rate [3],[12],[26] Á Á Á 12.51% Par Amount [3],[26] Á Á Á \$ 6,984 Cost [3],[26] Á Á Á \$ 6,845 Fair Value [3],[26] Á Á Á \$ 6,845 Percentage of Net Assets [3],[26] Á Á Á 0.40% Investment, Identifier [Axis]: Atlas US Finco, Inc. Á Á Á Unfunded Commitment Á Á \$ 186 Fair Value Á Á Á \$ 0 Investment, Identifier [Axis]: Atlas US Finco, Inc. 1 Á Á Á Variable interest rate [3],[11],[26] Á Á Á 7.25% Interest Rate [3],[11],[12],[26] Á Á Á 12.51% Par Amount [3],[11],[26] Á Á Á \$ 2,009 Cost [3],[11],[26] Á Á Á \$ 1,955 Fair Value [3],[11],[26] Á Á Á \$ 2,009 Percentage of Net Assets [3],[11],[26] Á Á Á 0.12% Investment, Identifier [Axis]: Atlas US Finco, Inc. 2 Á Á Á Variable interest rate [3],[11],[13],[26] Á Á Á 7.25% Interest Rate [3],[11],[12],[13],[26] Á Á Á 12.51% Par Amount [3],[11],[13],[26] Á Á Á \$ 0 Cost [3],[11],[13],[26] Á Á Á (5) Fair Value [3],[11],[13],[26] Á Á Á \$ 0 Percentage of Net Assets [3],[11],[13],[26] Á Á Á 0.00% Investment, Identifier [Axis]: Atlas US Finco, Inc., First Lien Debt 1 Á Á Á Variable interest rate [14],[15],[27] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[27] Á 11.08% 11.08% Á Par Amount [9],[14],[15],[27] Á \$ 8,993 Á Á Cost [14],[15],[27] Á 8,811 Á Á Fair Value [14],[15],[27] Á \$ 8,959 Á Á Percentage of Net Assets [14],[15],[27] Á 0.48% 0.48% Á Investment, Identifier [Axis]: Atlas US Finco, Inc., First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17],[27] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[17],[27] Á 11.08% 11.08% Á Par Amount [9],[14],[15],[17],[27] Á \$ 0 Á Cost [14],[15],[17],[27] Á (4) Á Á Fair Value [14],[15],[17],[27] Á \$ 0 Á Percentage of Net Assets [14],[15],[17],[27] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Atlas US Finco, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 186 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: Avalara, Inc. Á Á Á Unfunded Commitment Á Á \$ 1,130 Fair Value Á Á Á \$ 0 Investment, Identifier [Axis]: Avalara, Inc. 1 Á Á Á Variable interest rate [3],[19] Á Á Á 7.25% Interest Rate [3],[19] Á Á Á 12.60% Par Amount [3],[19] Á Á Á \$ 11,302 Cost [3],[19] Á Á Á \$ 11,070 Fair Value [3],[19] Á Á Á \$ 11,302 Percentage of Net Assets [3],[19] Á Á Á 0.66% Investment, Identifier [Axis]: Avalara, Inc. 2 Á Á Á Variable interest rate [3],[13],[19] Á Á Á 7.25% Interest Rate [3],[13],[19] Á Á Á 12.60% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (22) Fair Value [3],[13],[19] Á Á Á \$ 0 Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: Avalara, Inc., First Lien Debt 1 Á Á Á Variable interest rate [15],[20] Á 7.25% 7.25% Á Interest Rate [15],[16],[20] Á 12.59% 12.59% Á Par Amount [9],[15],[20] Á \$ 10,402 Á Á Cost [15],[20] Á 10,206 Á Á Fair Value [15],[20] Á \$ 10,402 Á Á Percentage of Net Assets [15],[20] Á 0.56% 0.56% Á Investment, Identifier [Axis]: Avalara, Inc., First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[20] Á 7.25% 7.25% Á Interest Rate [15],[16],[17],[20] Á 12.59% 12.59% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (18) Á Á Fair Value [15],[17],[20] Á \$ 0 Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Avalara, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 1,040 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: BP Purchaser, LLC Á Á Á Variable interest rate [3],[19] Á Á Á 5.50% Interest Rate [3],[19] Á Á Á 10.95% Par Amount [3],[19] Á Á Á \$ 17,161 Cost [3],[19] Á Á Á \$ 16,898 Fair Value [3],[19] Á Á Á \$ 16,677 Percentage of Net Assets [3],[19] Á Á Á 0.97% Investment, Identifier [Axis]: BP Purchaser, LLC Rights, Common Equity Á Á Á Par Amount, Shares (in shares) Á shares [9],[15],[23],[24] Á 1,666,989 Á 1,666,989 Á Cost [15],[23],[24] Á \$ 75 Á Á Fair Value [15],[23],[24] Á \$ 76 Á Á Percentage of Net Assets [15],[23],[24] Á 0.00% 0.00% Á Investment, Identifier [Axis]: BP Purchaser, LLC, Common Equity Á Á Á Par Amount, Shares (in shares) Á shares Á 1,383,156 [9],[15],[23],[24] Á 1,383,156 [9],[15],[23],[24] Á 1,383,156 [3],[22] Cost Á \$ 1,379 [15],[23],[24] Á \$ 1,378 [3],[22] Fair Value Á \$ 878 [15],[23],[24] Á \$ 1,297 [3],[22] Percentage of Net Assets Á 0.05% [15],[23],[24] 0.05% [15],[23],[24] 0.08% [3],[22] Investment, Identifier [Axis]: BP Purchaser, LLC, First Lien Debt Á Á Á Variable interest rate [15],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[20] Á 11.1% 11.1% Á Par Amount [9],[15],[20] Á \$ 17,074 Á Á Cost [15],[20] Á 16,833 Á Á Fair Value [15],[20] Á \$ 16,003 Á Á Percentage of Net Assets [15],[20] Á 0.86% 0.86% Á Investment, Identifier [Axis]: BPG Holdings IV Corp. Á Á Á Variable interest rate [3],[19] Á Á Á 6.00% Interest Rate [3],[12],[19] Á Á Á 11.36% Par Amount [3],[19] Á Á Á \$ 11,647 Cost [3],[19] Á Á Á \$ 10,972 Fair Value [3],[19] Á Á Á \$ 11,374 Percentage of Net Assets [3],[19] Á Á Á 0.66% Investment, Identifier [Axis]: BPG Holdings IV Corp., First Lien Debt Á Á Á Variable interest rate [15],[20] Á

6.00% 6.00% Â Interest Rate [15],[16],[20] Â 11.94% 11.34% Â Par Amount [9],[15],[20] Â \$ 11,588 Â Â Cost [15],[20] Â 10,960 Â Â Fair Value [15],[20] Â \$ 10,515 Â Â Percentage of Net Assets [15],[20] Â 0.56% 0.56% Â Investment, Identifier [Axis]: Bottomline Technologies, Inc. Â Â Â Â Â Unfunded Commitment Â Â Â \$ 267 Fair Value Â Â Â \$ 0 Investment, Identifier [Axis]: Bottomline Technologies, Inc. 1 Â Â Â Â Variable interest rate [3],[19] Â Â Â 5.25% Interest Rate [3],[19] Â Â Â 10.68% Par Amount [3],[19] Â Â Â \$ 3,692 Cost [3],[19] Â Â Â 3,630 Fair Value [3],[19] Â Â Â \$ 3,682 Percentage of Net Assets [3],[19] Â Â Â 0.21% Investment, Identifier [Axis]: Bottomline Technologies, Inc. 2 Â Â Â Â Variable interest rate [3],[13], [19] Â Â Â 5.25% Interest Rate [3],[13],[19] Â Â Â 10.68% Par Amount [3],[13],[19] Â Â Â \$ 0 Cost [3],[13],[19] Â Â Â (4) Fair Value [3],[13],[19] Â Â Â \$ 0 Percentage of Net Assets [3],[13],[19] Â Â Â 0.00% Investment, Identifier [Axis]: Bottomline Technologies, Inc., First Lien Debt 1 Â Â Â Â Variable interest rate [15],[20] Â 5.75% 5.75% Â Interest Rate [15],[16],[20] Â 11.09% 11.09% Â Par Amount [9],[15],[20] Â \$ 3,675 Â Â Cost [15],[20] Â 3,617 Â Â Fair Value [15],[20] Â \$ 3,673 Â Â Percentage of Net Assets [15],[20] Â 0.20% 0.20% Â Investment, Identifier [Axis]: Bottomline Technologies, Inc., First Lien Debt 2 Â Â Â Â Variable interest rate [15],[17],[20] Â 5.75% 5.75% Â Interest Rate [15],[16],[17],[20] Â 11.09% 11.09% Â Par Amount [9],[15],[17],[20] Â \$ 0 Â Â Cost [15],[17],[20] Â (3) Â Â Fair Value [15],[17],[20] Â \$ 0 Â Â Percentage of Net Assets [15],[17],[20] Â 0.00% 0.00% Â Investment, Identifier [Axis]: Bottomline Technologies, Inc., Revolver Â Â Â Â Unfunded Commitment Â 267 Â Â Fair Value 0 Â Â Investment, Identifier [Axis]: Bradyfish Holdings, LLC 1 Â Â Â Â Variable interest rate [3],[11],[18] Â Â Â 6.00% Interest Rate [3],[11],[18] Â Â Â 11.38% Par Amount [3],[11],[18] Â Â Â \$ 7,444 Cost [3],[11],[18] Â Â Â 7,298 Fair Value [3],[11],[18] Â Â Â \$ 7,298 Percentage of Net Assets [3],[11],[18] Â Â Â 0.42% Unfunded Commitment Â Â Â 619 Fair Value Â Â Â (8) Investment, Identifier [Axis]: Bradyfish Holdings, LLC 2 Â Â Â Â Variable interest rate [3],[11],[13] Â Â Â 6.00% Interest Rate [3],[11],[13] Â Â Â 11.38% Par Amount [3],[11],[13] Â Â Â \$ 201 Cost [3],[11],[13] Â Â Â 191 Fair Value [3],[11],[13] Â Â Â \$ 191 Percentage of Net Assets [3],[11],[13] Â Â Â 0.01% Unfunded Commitment Â Â Â 631 Fair Value Â Â Â (12) Investment, Identifier [Axis]: Bradyfish Holdings, LLC 3 Â Â Â Â Variable interest rate [3],[11],[13] Â Â Â 6.00% Interest Rate [3],[11],[13] Â Â Â 11.38% Par Amount [3],[11],[13] Â Â Â \$ 0 Cost [3],[11],[13] Â Â Â (12) Fair Value [3],[11],[13] Â Â Â \$ (12) Percentage of Net Assets [3],[11],[13] Â Â Â 0.00% Investment, Identifier [Axis]: Bradyfish Holdings, LLC, Delayed Draw Term Loan Â Â Â Â Unfunded Commitment Â 311 Â Â Fair Value Â \$ (1) Â Â Investment, Identifier [Axis]: Bradyfish Holdings, LLC, First Lien Debt 1 Â Â Â Â Variable interest rate [14],[15],[21] Â 6.00% 6.00% Â Interest Rate [14],[15],[16],[21] Â 11.33% 11.33% Â Par Amount [9],[14],[15],[21] Â \$ 7,406 Â Â Cost [14],[15],[21] Â 7,270 Â Â Fair Value [14],[15],[21] Â \$ 7,392 Â Â Percentage of Net Assets [14],[15],[21] Â 0.40% 0.40% Â Investment, Identifier [Axis]: Bradyfish Holdings, LLC, First Lien Debt 2 Â Â Â Â Variable interest rate [14],[15],[17] Â 6.00% 6.00% Â Interest Rate [14],[15],[16],[17] Â 11.33% 11.33% Â Par Amount [9],[14],[15],[17] Â \$ 507 Â Â Cost [14],[15],[17] Â 495 Â Â Fair Value [14],[15],[17] Â \$ 505 Â Â Percentage of Net Assets [14],[15],[17] Â 0.03% 0.03% Â Investment, Identifier [Axis]: Bradyfish Holdings, LLC, First Lien Debt 3 Â Â Â Â Variable interest rate [14],[15],[17] Â 6.00% 6.00% Â Interest Rate [14],[15],[16],[17] Â 11.33% 11.33% Â Par Amount [9],[14],[15],[17] Â \$ 0 Â Â Cost [14],[15],[17] Â (11) Â Â Fair Value [14],[15],[17] Â \$ (1) Â Â Percentage of Net Assets [14],[15],[17] Â 0.00% 0.00% Â Investment, Identifier [Axis]: Bradyfish Holdings, LLC, Revolver Â Â Â Â Unfunded Commitment Â 631 Â Â Fair Value (1) Â Â Investment, Identifier [Axis]: Bridgepointe Technologies, LLC Â Â Â Â Unfunded Commitment Â Â Â \$ 4,426 Fair Value Â Â Â (73) Investment, Identifier [Axis]: Bridgepointe Technologies, LLC 1 Â Â Â Â Variable interest rate [3],[11] Â Â Â 6.50% Interest Rate [3],[11] Â Â Â 12.00% Par Amount [3],[11] Â Â Â \$ 17,230 Cost [3],[11] Â Â Â 16,726 Fair Value [3],[11] Â Â Â \$ 16,944 Percentage of Net Assets [3],[11] Â Â Â 0.98% Investment, Identifier [Axis]: Bridgepointe Technologies, LLC 2 Â Â Â Â Variable interest rate [3],[11],[13] Â Â Â 6.50% Interest Rate [3],[11],[13] Â Â Â 12.00% Par Amount [3],[11],[13] Â Â Â \$ 10,091 Cost [3],[11],[13] Â Â Â 9,582 Fair Value [3],[11],[13] Â Â Â \$ 9,850 Percentage of Net Assets [3],[11],[13] Â Â Â 0.57% Investment, Identifier [Axis]: Bridgepointe Technologies, LLC, Delayed Draw Term Loan Â Â Â Â Unfunded Commitment Â 2,453 Â Â Fair Value 0 Â Â Investment, Identifier [Axis]: Bridgepointe Technologies, LLC, First Lien Debt 1 Â Â Â Â Variable interest rate [14],[15] Â 6.50% 6.50% Â Interest Rate [14],[15],[16] Â 11.99% 11.99% Â Par Amount [9],[14],[15] Â \$ 17,143 Â Â Cost [14],[15] Â 16,692 Â Â Fair Value [14],[15] Â \$ 17,143 Â Â Percentage of Net Assets [14],[15] Â 0.92% 0.92% Â Investment, Identifier [Axis]: Bridgepointe Technologies, LLC, First Lien Debt 2 Â Â Â Â Variable interest rate [14],[15], [17] Â 6.50% 6.50% Â Interest Rate [14],[15],[16],[17] Â 11.99% 11.99% Â Par Amount [9],[14],[15],[17] Â \$ 12,014 Â Â Cost [14],[15],[17] Â 11,563 Â Â Fair Value [14],[15],[17] Â \$ 12,014 Â Â Percentage of Net Assets [14],[15],[17] Â 0.65% 0.65% Â Investment, Identifier [Axis]: Bullhorn, Inc. Â Â Â Â Unfunded Commitment Â Â Â 593 Fair Value Â Â Â \$ (2) Investment, Identifier [Axis]: Bullhorn, Inc. 1 Â Â Â Â Variable interest rate [3],[11],[18] Â Â Â 5.50% Interest Rate [3],[11],[18] Â Â Â 10.96% Par Amount [3],[11],[18] Â Â Â \$ 15,447 Cost [3],[11],[18] Â Â Â 15,364 Fair Value [3],[11],[18] Â Â Â \$ 15,399 Percentage of Net Assets [3],[11],[18] Â Â Â 0.89% Investment, Identifier [Axis]: Bullhorn, Inc. 2 Â Â Â Â Variable interest rate [3],[11] Â Â Â 5.50% Interest Rate [3],[11] Â Â Â 10.96% Par Amount [3],[11] Â Â Â \$ 63 Cost [3],[11] Â Â Â 61 Fair Value [3],[11] Â Â Â \$ 62 Percentage of Net Assets [3],[11] Â Â Â 0.00% Investment, Identifier [Axis]: Bullhorn, Inc. 3 Â Â Â Â Variable interest rate [3],[11],[13] Â Â Â 5.50% Interest Rate [3],[11],[13] Â Â Â 10.96% Par Amount [3],[11],[13] Â Â Â \$ 0 Cost [3],[11],[13] Â Â Â (4) Fair Value [3],[11],[13] Â Â Â \$ (2) Percentage of Net Assets [3],[11],[13] Â Â Â 0.00% Investment, Identifier [Axis]: Bullhorn, Inc., Delayed Draw Term Loan Â Â Â Â Unfunded Commitment Â 474 Â Â Fair Value Â \$ (2) Â Â Investment, Identifier [Axis]: Bullhorn, Inc., First Lien Debt 1 Â Â Â Â Variable interest rate [14],[15] Â 5.00% 5.00% Â Interest Rate [14],[15],[16] Â 10.34% 10.34% Â Par Amount [9],[14],[15] Â \$ 15,407 Â Â Cost [14],[15] Â 15,305 Â Â Fair Value [14],[15] Â \$ 15,403 Â Â Percentage of Net Assets [14],[15] Â 0.83% 0.83% Â Investment, Identifier [Axis]: Bullhorn, Inc., First Lien Debt 2 Â Â Â Â Variable interest rate [14],[15] Â 5.00% 5.00% Â Interest Rate [14],[15],[16] Â 10.34% 10.34% Â Par Amount [9],[14],[15] Â \$ 1,832 Â Â Cost [14],[15] Â 1,821 Â Â Fair Value [14],[15] Â \$ 1,822 Â Â Percentage of Net Assets [14],[15] Â 0.10% 0.10% Â Investment, Identifier [Axis]: Bullhorn, Inc., First Lien Debt 3 Â Â Â Â Variable interest rate [14],[15],[17] Â 5.00% 5.00% Â Interest Rate [14],[15],[16],[17] Â 10.34% 10.34% Â Par Amount [9],[14],[15],[17] Â \$ 0 Â Â Cost [14],[15],[17] Â (6) Â Â Fair Value [14],[15],[17] Â \$ 0 Â Â Percentage of Net Assets [14],[15],[17] Â 0.00% 0.00% Â Investment, Identifier [Axis]: Bullhorn, Inc., Revolver Â Â Â Â Unfunded Commitment Â 717 Â Â Fair Value 0 Â Â Investment, Identifier [Axis]: CLEO Communications Holding, LLC Â Â Â Â Unfunded Commitment Â Â Â 12,502 Fair Value Â Â Â \$ (196) Investment, Identifier [Axis]: CLEO Communications Holding, LLC 1 Â Â Â Â Variable interest rate [3],[11],[18] Â Â Â 6.50% Interest Rate [3],[11],[18] Â Â Â 11.96% Par Amount [3],[11],[18] Â Â Â \$ 39,998 Cost [3],[11],[18] Â Â Â 39,743 Fair Value [3],[11],[18] Â Â Â \$ 39,370 Percentage of Net Assets [3],[11],[18] Â Â Â 2.29% Investment, Identifier [Axis]: CLEO Communications Holding, LLC 2 Â Â Â Â Variable interest rate [3],[11],[13] Â Â Â 6.50% Interest Rate [3],[11],[13] Â Â Â 11.96% Par Amount [3],[11],[13] Â Â Â \$ 0 Cost [3],[11],[13] Â Â Â (72) Fair Value [3],[11],[13] Â Â Â \$ (196) Percentage of Net Assets [3],[11],[13] Â Â Â (0.01%) Investment, Identifier [Axis]: CLEO Communications Holding, LLC, First Lien Debt 1 Â Â Â Â Variable interest rate [14],[15],[21] Â 5.50% 5.50% Â Interest Rate [14],[15],[16],[21] Â 10.94% 10.94% Â Par Amount [9],[14],[15],[21] Â \$ 39,898 Â Â Cost [14],[15],[21] Â 39,675 Â Â Fair Value [14],[15],[21] Â \$ 39,583 Â Â Percentage of Net Assets [14],[15],[21] Â 2.13% 2.13% Â Investment, Identifier [Axis]: CLEO Communications Holding, LLC, First Lien Debt 2 Â Â Â Â Variable interest rate [14],[15],[17] Â 5.50% 5.50% Â Interest Rate [14],[15],[16],[17] Â 10.94% 10.94% Â Par Amount [9],[14

4.75% 4.75% Á Interest Rate [15],[16],[17],[20] Á 10.09% 10.09% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (22) Á Á Fair Value [15],[17],[20] Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Consor Intermediate II, LLC, First Lien Debt 3 Á Á Á Variable interest rate [15],[17],[20] Á 4.75% 4.75% Á Interest Rate [15],[16],[17],[20] Á 10.09% 10.09% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (12) Á Á Fair Value [15],[17],[20] Á \$ (12) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Consor Intermediate II, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 1,220 Á Á Fair Value Á \$ (12) Á Á Investment, Identifier [Axis]: Continental Battery Company Á Á Á Variable interest rate [3],[11] Á Á Á 6.75% Interest rate, PIK [3],[11] Á Á Á 4.08% Interest Rate [3],[11],[12] Á Á Á 12.34% Par Amount [3],[11] Á Á Á \$ 6,204 Cost [3],[11] Á Á Á 6,121 Fair Value [3],[11] Á Á Á \$ 5,165 Percentage of Net Assets [3],[11] Á Á Á 0.30% Investment, Identifier [Axis]: Continental Battery Company, First Lien Debt Á Á Á Á Variable interest rate [14],[15],[29] Á 7.00% 7.00% Á Interest rate, PIK [14],[15],[29] Á 4.08% 4.08% Á Interest Rate [14],[15],[16],[29] Á 12.49% 12.49% Á Par Amount [9],[14],[15],[29] Á \$ 6,338 Á Cost [14],[15],[29] Á 6,268 Á Á Fair Value [14],[15],[29] Á \$ 5,177 Á Á Percentage of Net Assets [14],[15],[29] Á 0.28% 0.28% Á Investment, Identifier [Axis]: Coupa Holdings, LLC 1 Á Á Á Variable interest rate [3],[19] Á Á Á 7.50% Interest Rate [3],[19] Á Á Á 12.86% Par Amount [3],[19] Á Á Á \$ 2,264 Cost [3],[19] Á Á Á 2,212 Fair Value [3],[19] Á Á Á \$ 2,239 Percentage of Net Assets [3],[19] Á Á Á 0.13% Unfunded Commitment Á Á Á \$ 1,085 Fair Value Á Á Á \$ (12) Investment, Identifier [Axis]: Coupa Holdings, LLC 2 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 7.50% Interest Rate [3],[13],[19] Á Á Á 12.86% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (12) Fair Value [3],[13],[19] Á Á Á \$ (12) Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Unfunded Commitment Á Á Á \$ 831 Fair Value Á Á Á \$ (9) Investment, Identifier [Axis]: Coupa Holdings, LLC 3 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 7.50% Interest Rate [3],[13],[19] Á Á Á 12.86% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (18) Fair Value [3],[13],[19] Á Á Á \$ (9) Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: Coupa Holdings, LLC, Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á \$ 1,085 Á Á Fair Value Á \$ (8) Á Á Investment, Identifier [Axis]: Coupa Holdings, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[20] Á 10.83% 10.83% Á Par Amount [9],[15],[20] Á \$ 2,264 Á Cost [15],[20] Á 2,215 Á Á Fair Value [15],[20] Á \$ 2,248 Á Á Percentage of Net Assets [15],[20] Á 0.12% 0.12% Á Investment, Identifier [Axis]: Coupa Holdings, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.83% 10.83% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (11) Á Á Fair Value [15],[17],[20] Á \$ (8) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Coupa Holdings, LLC, First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.83% 10.83% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (16) Á Á Fair Value [15],[17],[20] Á \$ (6) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Coupa Holdings, LLC, Revolver Á Á Á Á Unfunded Commitment Á \$ 831 Á Á Fair Value Á \$ (6) Á Á Investment, Identifier [Axis]: Cyara AcquisitionCo, LLC Á Á Á Á Unfunded Commitment Á Á Á \$ 313 Fair Value Á Á Á \$ (6) Investment, Identifier [Axis]: Cyara AcquisitionCo, LLC 1 Á Á Á Á Variable interest rate [3],[11] Á Á Á 6.75% Interest rate, PIK [3],[11] Á Á Á 2.75% Interest Rate [3],[11] Á Á Á 12.08% Par Amount [3],[11] Á Á Á 4,664 Cost [3],[11] Á Á Á 4,545 Fair Value [3],[11] Á Á Á \$ 4,580 Percentage of Net Assets [3],[11] Á Á Á 0.27% Investment, Identifier [Axis]: Cyara AcquisitionCo, LLC 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.75% Interest rate, PIK [3],[11],[13] Á Á Á 2.75% Interest Rate [3],[11],[13] Á Á Á 12.08% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (8) Fair Value [3],[11],[13] Á Á Á \$ (6) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Cyara AcquisitionCo, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 7.25% 7.25% Á Interest rate, PIK [14],[15] Á 2.75% 2.75% Á Interest Rate [14],[15],[16] Á 12.58% 12.58% Á Par Amount [9],[14],[15] Á \$ 4,729 Á Cost [14],[15] Á 4,618 Á Á Fair Value [14],[15] Á \$ 4,692 Á Á Percentage of Net Assets [14],[15] Á 0.25% 0.25% Á Investment, Identifier [Axis]: Cyara AcquisitionCo, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 7.25% 7.25% Á Interest rate, PIK [14],[15],[17] Á 2.75% 2.75% Á Interest Rate [14],[15],[16],[17] Á 12.58% 12.58% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (7) Á Á Fair Value [14],[15],[17] Á \$ (2) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Cyara AcquisitionCo, LLC, Revolver Á Á Á Á Unfunded Commitment Á \$ 313 Á Á Fair Value Á \$ (2) Á Á Investment, Identifier [Axis]: Cyara AcquisitionCo, LLC, First Lien Debt Á Á Á Á Variable interest rate [14],[15] Á 7.25% 7.25% Á Interest rate, PIK [14],[15] Á 2.75% 2.75% Á Interest Rate [14],[15],[16] Á 12.58% 12.58% Á Par Amount [9],[14],[15] Á \$ 1,032 Á Á Cost [14],[15] Á 1,022 Á Á Fair Value [14],[15] Á \$ 1,022 Á Á Percentage of Net Assets [14],[15] Á 0.05% 0.05% Á Investment, Identifier [Axis]: DCA Investment Holdings, LLC 1 Á Á Á Á Variable interest rate [3],[18],[19] Á Á Á 6.50% Interest Rate [3],[18],[19] Á Á Á 11.85% Par Amount [3],[18],[19] Á Á Á \$ 18,680 Cost [3],[18],[19] Á Á Á 18,377 Fair Value [3],[18],[19] Á Á Á \$ 18,247 Percentage of Net Assets [3],[18],[19] Á Á Á 1.06% Investment, Identifier [Axis]: DCA Investment Holdings, LLC 2 Á Á Á Á Variable interest rate [3],[19] Á Á Á 6.50% Interest Rate [3],[19] Á Á Á 11.85% Par Amount [3],[19] Á Á Á \$ 3,625 Cost [3],[19] Á Á Á 3,564 Fair Value [3],[19] Á Á Á \$ 3,541 Percentage of Net Assets [3],[19] Á Á Á 0.21% Investment, Identifier [Axis]: DCA Investment Holdings, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 6.50% 6.50% Á Interest Rate [15],[16],[20] Á 11.80% 11.80% Á Par Amount [9],[15],[20] Á \$ 20,392 Á Cost [15],[20] Á 20,102 Á Á Fair Value [15],[20] Á \$ 20,189 Á Á Percentage of Net Assets [15],[20] Á 1.08% 1.08% Á Investment, Identifier [Axis]: DCA Investment Holdings, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[20] Á 6.50% 6.50% Á Interest Rate [15],[16],[20] Á 11.80% 11.80% Á Par Amount [9],[15],[20] Á \$ 1,793 Á Cost [15],[20] Á 1,753 Á Á Fair Value [15],[20] Á \$ 1,775 Á Á Percentage of Net Assets [15],[20] Á 0.10% 0.10% Á Investment, Identifier [Axis]: Diligent Corporation Á Á Á Á Variable interest rate [3],[22] Á Á Á 10.50% Par Amount, Shares (in shares) | shares [3],[22] Á Á \$ 5,000 Cost [3],[22] Á Á \$ 6,329 Fair Value [3],[22] Á Á Á \$ 6,513 Percentage of Net Assets [3],[22] Á Á Á 0.38% Unfunded Commitment Á Á Á \$ 2,070 Fair Value Á Á Á \$ (4) Investment, Identifier [Axis]: Diligent Corporation 1 Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 5.75% Interest Rate [3],[11],[18] Á Á Á 11.28% Par Amount [3],[11],[18] Á Á Á \$ 29,740 Cost [3],[11],[18] Á Á Á 29,629 Fair Value [3],[11],[18] Á Á Á \$ 29,678 Percentage of Net Assets [3],[11],[18] Á Á Á 1.72% Investment, Identifier [Axis]: Diligent Corporation 2 Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 5.75% Interest Rate [3],[11],[18] Á Á Á 11.23% Par Amount [3],[11],[18] Á Á Á \$ 2,179 Cost [3],[11],[18] Á Á Á 2,170 Fair Value [3],[11],[18] Á Á Á \$ 2,174 Percentage of Net Assets [3],[11],[18] Á Á Á 0.13% Investment, Identifier [Axis]: Diligent Corporation 3 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[13] Á Á Á 11.23% Par Amount [3],[11],[13] Á Á Á \$ 2,430 Cost [3],[11],[13] Á Á Á 2,413 Fair Value [3],[11],[13] Á Á Á \$ 2,421 Percentage of Net Assets [3],[11],[13] Á Á Á 0.14% Investment, Identifier [Axis]: Diligent Corporation, Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á \$ 4,118 Á Á Fair Value Á \$ (30) Á Á Investment, Identifier [Axis]: Diligent Corporation, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 5.00% 5.00% Á Interest Rate [15],[16],[20] Á 10.34% 10.34% Á Par Amount [9],[15],[20] Á \$ 28,138 Á Cost [15],[20] Á 27,930 Á Á Fair Value [15],[20] Á \$ 27,930 Á Á Percentage of Net Assets [15],[20] Á 1.50% 1.50% Á Investment, Identifier [Axis]: Diligent Corporation, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.00% 5.00% Á Interest Rate [15],[16],[17],[20] Á 10.34% 10.34% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (30) Á Á Fair Value [15],[17],[20] Á \$ (30) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Diligent Corporation, First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.00% 5.00% Á Interest Rate [15],[16],[17],[20] Á 10.34% 10.34% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (20) Á Á Fair Value [15],[17],[20] Á \$ (20) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Diligent Corporation, Preferred Equity Á Á Á Á Variable interest rate [15],[23] Á 10.50% 10.50% Á Par Amount, Shares (in shares) | shares [9],[15],[23] Á 5,000 5,000 Á Cost [15],[23] Á \$ 6,674 Á Á Fair Value [15],[23] Á \$ 6,901 Á Á Percentage of Net Assets [15],[23] Á 0.37% 0.37% Á Investment, Identifier [Axis]: Diligent Corporation, Revolver Á Á Á Á Unfunded Commitment Á \$ 2,745 Á Á Fair Value Á \$ (20) Á Á Investment, Identifier [Axis]: Donuts, Inc. Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 6.00% Interest Rate [3],[11],[18] Á Á Á 11.59% Par Amount [3],[11],[18] Á Á Á \$ 24,855 Cost [3],[11],[18] Á Á Á 24,618 Fair Value [3],[11],[18] Á Á Á \$ 24,838 Percentage of Net Assets [3],[11],[18] Á Á Á 1.44% Investment, Identifier [Axis]: Donuts, Inc., First Lien Debt Á Á Á Á Variable interest rate [14],[15] Á 5.25% 5.25% Á Interest Rate [14],[15],[16] Á 10.78% 10.78% Á Par Amount [9],[14],[15] Á \$ 24,727 Á Cost [14],[15] Á 24,515 Á Á Fair Value [14],[15] Á \$ 24,631 Á Á Percentage of Net Assets [14],[15] Á 1.32% 1.32% Á Investment, Identifier [Axis]: Dwyer Instruments, Inc. 1 Á Á Á Á Variable interest rate [3],[19] Á Á Á 5.75% Interest Rate [3],[19] Á Á Á 11.17% Par Amount [3],[19] Á Á Á \$ 10,512 Cost [3],[19] Á Á Á 10,342 Fair Value [3],[19] Á Á Á \$ 10,303 Percentage of Net Assets [3],[19] Á Á Á 0.60% Unfunded Commitment Á Á Á \$ 2,954 Fair Value Á Á Á \$ (29) Investment, Identifier [Axis]: Dwyer Instruments, Inc. 2 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 5.75% Interest Rate [3],[13],[19] Á Á Á 11.17% Par Amount [3],[13],[19] Á Á Á \$ 2,023 Cost [3],[13],[19] Á Á Á 1,960 Fair Value [3],[13],[19] Á Á Á \$ 1,953 Percentage of Net Assets [3],[13],[19] Á Á Á 0.11% Unfunded Commitment Á Á Á \$ 1,014 Fair Value Á Á Á \$ (20) Investment, Identifier [Axis]: Dwyer Instruments, Inc. 3 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 5.75% Interest Rate [3],[13],[19] Á Á Á 11.17% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (14) Fair Value [3],[13],[19] Á Á Á \$ (20) Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: Dwyer Instruments, Inc., Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á \$ 2,954 Á Á Fair Value Á \$ (17) Á Á Investment, Identifier [Axis]: Dwyer Instruments, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 5.75% 5.75% Á Interest Rate [15],[16],[20] Á 11.19% 11.19% Á Par Amount [9],[15],[20] Á \$ 10,471 Á Cost [15],[20] Á 10,322 Á Á Fair Value [15],[20] Á \$ 10,430 Á Á Percentage of Net Assets [15],[20] Á 0.56% 0.56% Á Investment, Identifier [Axis]: Dwyer Instruments, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.75% 5.75% Á Interest Rate [15],[16],[17],[20] Á 11.19% 11.19% Á Par Amount [9],[15],[17],[20] Á \$ 2,012 Á Cost [15],[17],[20] Á 1,958 Á Á Fair Value [15],[17],[20] Á \$ 1,989 Á Á Percentage of Net Assets [15],[17],[20] Á 0.11% 0.11% Á Investment, Identifier [Axis]: Dwyer Instruments, Inc., First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.75% 5.75% Á Interest Rate [15],[16],[17],[20] Á 11.19% 11.19% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (12) Á Á Fair Value [15],[17],[20] Á \$ (3) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Dwyer Instruments, Inc., Revolver Á Á Á Á Unfunded Commitment Á \$ 1,014 Á Á Fair Value Á \$ (3) Á Á Investment, Identifier [Axis]: E-Discovery AcquireCo, LLC Á Á Á Á Unfunded Commitment Á Á Á \$ 1,618 Fair Value Á Á Á \$ (28) Investment, Identifier [Axis]: E-Discovery AcquireCo, LLC 1 Á Á Á Á Variable interest rate [3],[11] Á Á Á 6.50% Interest Rate [3],[11] Á Á Á 11.89% Par Amount [3],[11] Á Á Á \$ 17,795 Cost [3],[11] Á Á Á 17,368 Fair Value [3],[11] Á Á Á \$ 17,482 Percentage of Net Assets [3],[11] Á Á Á 1.02% Investment, Identifier [Axis]: E-Discovery AcquireCo, LLC 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.50% Interest Rate [3],[11],[13] Á Á Á 11.89% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (38) Fair Value [3],[11],[13] Á Á Á \$ (29) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: E-Discovery AcquireCo, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 6.50% 6.50% Á Interest Rate [14],[15],[16] Á 11.85% 11.85% Á Par Amount [9],[14],[15] Á \$ 19,505 Á Cost [14],[15] Á 19,088 Á Á Fair Value [14],[15] Á \$ 19,360 Á Á Percentage of Net Assets [14],[15] Á 1.04% 1.04% Á Investment, Identifier [Axis]: E-Discovery AcquireCo, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 6.50% 6.50% Á Interest Rate [14],[15],[16],[17] Á 11.85% 11.85% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (35) Á Á Fair Value [14],[15],[17] Á \$ (12) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: E-Discovery AcquireCo, LLC, Revolver Á Á Á Á Unfunded Commitment Á \$ 1,618 Á Á Fair Value Á (12) Á Á Investment, Identifier [Axis]: EVDR Purchaser, Inc., Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á 5,881 Á Á Fair Value Á \$ (15) Á Á Investment, Identifier [Axis]: EVDR Purchaser, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[20] Á 10.84% 10.84% Á Par Amount [9],[15],[20] Á \$ 20,531 Á Cost [15],[20] Á 20,136 Á Á Fair Value [15],[20] Á \$ 20,478 Á Á Percentage of Net Assets [15],[20] Á 1.10% 1.10% Á Investment, Identifier [Axis]: EVDR Purchaser, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.84% 10.84% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (56) Á Á Fair Value [15],[17],[20] Á \$ (15) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: EVDR Purchaser, Inc., First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.84% 10.84% Á Par Amount [9],[15],[17],[20] Á \$ 412 Á Á Cost [15],[17],[20] Á 345 Á Á Fair Value [15],[17],[20] Á \$ 403 Á Á Percentage of Net Assets [15],[17],[20] Á 0.02% 0.02% Á Investment, Identifier [Axis]: EVDR Purchaser, Inc., Revolver Á Á Á Á Unfunded Commitment Á \$ 3,117 Á Á Fair Value Á \$ (8) Á Á Investment, Identifier [Axis]: Encore Holdings, LLC Á Á Á Par Amount, Shares (in shares) | shares [3],[22] Á Á \$ 2,796 Cost [3],[22] Á Á Á 348 Fair Value [3],[22] Á Á Á \$ 696 Percentage of Net Assets [3],[22] Á Á Á 0.04% Investment, Identifier [Axis]: Encore Holdings, LLC 1 Á Á Á Á Variable interest rate [3],[19] Á Á Á 4.50% Interest Rate [3],[12],[19] Á Á Á 10.45% Par Amount [3],[19] Á Á Á \$ 1,831 Cost [3],[19] Á Á Á 1,807 Fair Value [3],[19] Á Á Á \$ 1,831 Percentage of Net Assets [3],[19] Á Á Á 0.11% Unfunded Commitment Á Á Á \$ 539 Fair Value Á Á Á \$ 0 Investment, Identifier [Axis]: Encore Holdings, LLC 2 Á Á Á Á Variable interest rate [3],[19] Á Á Á 4.50% Interest Rate [3],[12],[19] Á Á Á 10.45% Par Amount [3],[19] Á Á Á \$ 3,561 Cost [3],[19] Á Á Á 3,511 Fair Value [3],[19] Á Á Á \$ 3,561 Percentage of Net Assets [3],[19] Á Á Á 0.21% Investment, Identifier [Axis]: Encore Holdings, LLC 3 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 4.50% Interest Rate [3],[12],[13],[19] Á Á Á 10.45% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (6) Fair Value [3],[13],[19] Á Á Á \$ 0 Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: Encore Holdings, LLC, Common Equity Á Á Á Á Par Amount, Shares (in shares) | shares [9],[15],[23],[24] Á 2,796 2,796 Á Cost [15],[23],[24] Á 348 Á Á Fair Value [15],[23],[24] Á \$ 923 Á Á Percentage of Net Assets [15],[23],[24] Á 0.05% 0.05% Á Investment, Identifier [Axis]: Encore Holdings, LLC, Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á \$ 3,774 Á Á Fair Value Á \$ (57) Á Á Investment, Identifier [Axis]: Encore Holdings, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 5.25% 5.25% Á Interest Rate [15],[16],[20] Á 10.69% 10.69% Á Par Amount [9],[15],[20] Á \$ 1,822 Á Cost [15],[20] Á 1,799 Á Á Fair Value [15],[20] Á \$ 1,810 Á Á Percentage of Net Assets [15],[20] Á 0.10% 0.10% Á Investment, Identifier [Axis]: Encore Holdings, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[20] Á 5.25% 5.25% Á Interest Rate [15],[16],[20] Á 10.69% 10.69% Á Par Amount [9],[15],[20] Á \$ 8,545 Á Cost [15],[20] Á 8,384 Á Á Fair Value [15],[20] Á \$ 8,392 Á Á Percentage of Net Assets [15],[20] Á 0.45% 0.45% Á Investment, Identifier [Axis]: Encore Holdings, LLC, First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17] Á 4.00% 4.00% Á Interest Rate [15],[16],[17] Á 12.50% 12.50% Á Par Amount [9],[15],[17] Á \$ 198 Á Á Cost [15],[17] Á 192 Á Á Fair Value [15],[17] Á \$ 194 Á Á Percentage of Net Assets [15],[17] Á 0.01% 0.01% Á Investment, Identifier [Axis]: Encore Holdings, LLC, Revolver Á Á Á Á Unfunded Commitment Á \$ 341 Á Á Fair Value Á (2) Á Á Investment, Identifier [Axis]: Energy Labs Holdings Corp. Á Á Á Á Unfunded Commitment Á Á Á \$ 39 Fair Value Á Á Á \$ 0 Investment, Identifier [Axis]: Energy Labs Holdings Corp. 1 Á Á Á Á Variable interest rate [3],[11] Á Á Á 5.25% Interest Rate [3],[11],[12] Á Á Á 10.71% Par Amount [3],[11] Á Á Á \$ 384 Cost [3],[11] Á Á Á 379 Fair Value [3],[11] Á Á Á \$ 379 Percentage of Net Assets [3],[11] Á Á Á 0.02% Investment, Identifier [Axis]: Energy Labs Holdings Corp. 2 Á Á Á Á Variable interest rate [3],[11] Á Á Á 5.25% Interest Rate [3],[11],[12] Á Á Á 10.71% Par Amount [3],[11] Á Á Á \$ 36 Cost [3],[11] Á Á Á 36 Fair Value [3],[11] Á Á Á \$ 36 Percentage of Net Assets [3],[11] Á Á Á 0.00% Investment, Identifier [Axis]: Energy Labs Holdings Corp. 3 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.25% Interest Rate [3],[11],[12],[13] Á Á Á 10.71% Par Amount [3],[11],[13] Á Á Á \$ 24 Cost [3],[11],[13] Á Á Á 23 Fair Value [3],[11],[13] Á Á Á \$ 23 Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Energy Labs Holdings Corp., Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á 636 Á Á Fair Value Á \$ (5) Á Á Investment, Identifier [Axis]: Energy Labs Holdings Corp., First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 5.00% 5.00% Á Interest Rate [14],[15],[16] Á 10.44% 10.44% Á Par Amount [9],[14],[15] Á \$ 469 Á Cost [14],[15] Á 464 Á Á Fair Value [14],[15] Á \$ 462 Á Á Percentage of Net Assets [14],[15] Á 0.02% 0.02% Á Investment, Identifier [Axis]: Energy Labs Holdings Corp., First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 5.00% 5.00% Á Interest Rate [14],[15],[16],[17] Á 10.44% 10.44% Á Par Amount [9],[14],[15],[17] Á \$ 36 Á Cost [14],[15],[17] Á 31 Á Á Fair Value [14],[15],[17] Á \$ 31 Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Energy Labs Holdings Corp., First Lien Debt 3 Á Á Á Á Variable interest rate [14],[15],[17] Á 5.00% 5.00% Á Interest Rate [14],[15],[16],[17] Á 10.44% 10.44% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (3) Á Á Fair Value [14],[15],[17] Á \$ (3) Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Energy Labs Holdings Corp., Revolver Á Á Á Á Unfunded Commitment Á 222 Á Á Fair Value Á (3) Á Á Investment, Identifier [Axis]: Essential Services Holding Corporation, Delayed Draw Term Loan Á Á Á Á Unfunded Commitment Á 4,773 Á Á Fair Value Á \$ (24) Á Á Investment, Identifier [Axis]: Essential Services Holding Corporation, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 5.00% 5.00% Á Interest Rate [15],[16],[20] Á 10.33% 10.33% Á Par Amount [9],[15],[20] Á \$ 17,245 Á Cost [15],[20] Á 17,073 Á Á Fair Value [15],[20] Á \$ 17,073 Á Á Percentage of Net Assets [15],[20] Á 0.92% 0.92% Á Investment, Identifier [Axis]: Essential Services Holding Corporation, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.00% 5.00% Á Interest Rate [15],[16],[17],[20] Á 10.33% 10.33% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (24) Á Á Fair Value [15],[17],[20] Á \$ (24) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Essential Services Holding Corporation, First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.00% 5.00% Á Interest Rate [15],[16],[17],[20] Á 10.33% 10.33% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á

[3],[15],[17],[20] (30) A Fair Value [15],[16],[20] (30) A Percentage of Net Assets [15],[17],[20] 0.00% 0.00% Investment, Identifier [Axis]: Essential Services Holding Corporation, Revolver A A A Unfunded Commitment A \$ 2,983 A Fair Value A (30) A Investment, Identifier [Axis]: Excelitas Technologies Corp. 1 A A A Variable interest rate [3],[19] A A 5.75% Interest Rate [3],[19] A A 11.23% Par Amount [3],[19] A A 1,455 Cost [3],[19] A A 1,431 Fair Value [3],[19] A A 1,442 Percentage of Net Assets [3],[19] A A 0.08% Unfunded Commitment A A \$ 44 Fair Value A A \$ 0 Investment, Identifier [Axis]: Excelitas Technologies Corp. 2 A A A Variable interest rate [3],[19] A A 5.75% Interest Rate [3],[19] A A 9.74% Par Amount [3],[19] A A 239 Cost [3],[19] A A 244 Fair Value [3],[19] A A 262 Percentage of Net Assets [3],[19] A A 0.02% Unfunded Commitment A A \$ 51 Fair Value A A \$ 0 Investment, Identifier [Axis]: Excelitas Technologies Corp. 3 A A A Variable interest rate [3],[19] A A 5.75% Interest Rate [3],[13], [19] A A 11.23% Par Amount [3],[13],[19] A A 126 Cost [3],[13],[19] A A 124 Fair Value [3],[13],[19] A A 125 Percentage of Net Assets [3],[13],[19] A A 0.01% Investment, Identifier [Axis]: Excelitas Technologies Corp. 4 A A A Variable interest rate [3],[13],[19] A A 5.75% Interest Rate [3],[13],[19] A A 11.23% Par Amount [3],[13],[19] A A \$ 80 Cost [3],[13],[19] A A 78 Fair Value [3],[13],[19] A A 79 Percentage of Net Assets [3],[13],[19] A A 0.00% Investment, Identifier [Axis]: Excelitas Technologies Corp., Delayed Draw Term Loan A A A Unfunded Commitment A 2,044 A Fair Value A (\$ 15) A Investment, Identifier [Axis]: Excelitas Technologies Corp., First Lien Debt 1 A A A Variable interest rate [15],[20] 5.25% 5.25% Interest Rate [15],[16],[20] 10.59% 10.59% Par Amount [9],[15],[20] 1,298 A Cost [15],[20] 1,277 A Fair Value [15],[20] 1,281 A A Percentage of Net Assets [15],[20] 0.07% 0.07% Investment, Identifier [Axis]: Excelitas Technologies Corp., First Lien Debt 2 A A A Variable interest rate [15],[20] 5.25% 5.25% Interest Rate [15],[16],[20] 8.97% 8.97% Par Amount [9],[15],[20] 238 A Cost [15],[20] 243 A Fair Value [15],[20] 252 A A Percentage of Net Assets [15],[20] 0.01% 0.01% Investment, Identifier [Axis]: Excelitas Technologies Corp., First Lien Debt 3 A A A Variable interest rate [15],[17],[20] 5.25% 5.25% Interest Rate [15],[16],[17],[20] 10.59% 10.59% Par Amount [9],[15],[17],[20] 0 A Cost [15],[17],[20] 15 A Fair Value [15],[17],[20] 16 A A Percentage of Net Assets [15],[17],[20] 0.00% 0.00% Investment, Identifier [Axis]: Excelitas Technologies Corp., First Lien Debt 4 A A A Variable interest rate [15],[17],[20] 5.25% 5.25% Interest Rate [15],[16],[17],[20] 10.59% 10.59% Par Amount [9],[15],[17],[20] 0 A Cost [15],[17],[20] 2 A Fair Value [15],[17],[20] 2 A A Percentage of Net Assets [15],[17],[20] 0.00% 0.00% Investment, Identifier [Axis]: Excelitas Technologies Corp., Revolver A A A Unfunded Commitment A \$ 131 A Fair Value A (2) A Investment, Identifier [Axis]: FLS Holding, Inc. A A A Unfunded Commitment A A \$ 1,802 Fair Value A A (\$ 11) Investment, Identifier [Axis]: FLS Holding, Inc. 1 A A A Variable interest rate [3],[11],[26] A A 5.25% Interest Rate [3],[11],[12], [26] A A 10.77% Par Amount [3],[11],[26] A A 19,025 Cost [3],[11],[26] A A 18,733 Fair Value [3],[11],[26] A A 18,911 Percentage of Net Assets [3],[11],[26] A A 1.10% Investment, Identifier [Axis]: FLS Holding, Inc. 2 A A A Variable interest rate [3],[11],[26] A A 5.25% Interest Rate [3],[11],[12], [26] A A 10.77% Par Amount [3],[11],[26] A A 4,461 Cost [3],[11],[26] A A 4,390 Fair Value [3],[11],[26] A A 4,434 Percentage of Net Assets [3],[11],[26] A A 0.26% Investment, Identifier [Axis]: FLS Holding, Inc. 3 A A A Variable interest rate [3],[11],[13],[26] A A 5.25% Interest Rate [3],[11],[12], [26] A A 10.77% Par Amount [3],[11],[13],[26] A A 0 Cost [3],[11],[13],[26] A A 24 Fair Value [3],[11],[13],[26] A A (\$ 11) Percentage of Net Assets [3],[11],[13],[26] A A 0.00% Investment, Identifier [Axis]: FLS Holding, Inc., First Lien Debt 1 A A A Variable interest rate [14], [15],[27] 5.25% 5.25% Interest Rate [14],[15],[16],[27] 10.74% 10.74% Par Amount [9],[14],[15],[27] 18,929 A Cost [14],[15],[27] 18,661 A Fair Value [14],[15],[27] A \$ 17,521 A A Percentage of Net Assets [14],[15],[27] 0.94% 0.94% Investment, Identifier [Axis]: FLS Holding, Inc., First Lien Debt 2 A A A Variable interest rate [14],[15],[27] 5.25% 5.25% Interest Rate [14],[15],[16],[27] 10.74% 10.74% Par Amount [9],[14],[15],[27] 4,438 A Cost [14],[15],[27] 4,373 A Fair Value [14],[15],[27] A 4,108 A A Percentage of Net Assets [14],[15],[27] 0.22% 0.22% Investment, Identifier [Axis]: FLS Holding, Inc., First Lien Debt 3 A A A Variable interest rate [14],[15],[17],[27] 5.25% 5.25% Interest Rate [14],[15],[16],[17],[27] 10.74% 10.74% Par Amount [9],[14],[15],[17],[27] 901 A Cost [14],[15],[17],[27] 880 A Fair Value [14],[15],[17],[27] A \$ 767 A A Percentage of Net Assets [14],[15],[17],[27] 0.04% 0.04% Investment, Identifier [Axis]: FLS Holding, Inc., Revolver A A A Unfunded Commitment A \$ 901 A Fair Value A (\$ 67) A Investment, Identifier [Axis]: FMG Suite Holdings, LLC A A A Unfunded Commitment A A 1,542 Fair Value A A (\$ 10) Investment, Identifier [Axis]: FMG Suite Holdings, LLC 1 A A A Variable interest rate [3],[11] A A 5.50% Interest Rate [3],[11] A A 10.78% Par Amount [3],[11] A A 23,574 Cost [3],[11] A A 23,267 Fair Value [3],[11] A A \$ 23,392 Percentage of Net Assets [3],[11] A A 1.36% Investment, Identifier [Axis]: FMG Suite Holdings, LLC 2 A A A Variable interest rate [3],[11] A A 5.50% Interest Rate [3],[11] A A 10.78% Par Amount [3],[11] A A 4,568 Cost [3],[11] A A 4,521 Fair Value [3],[11] A A 4,538 Percentage of Net Assets [3],[11] A A 0.26% Investment, Identifier [Axis]: FMG Suite Holdings, LLC 3 A A A Variable interest rate [3],[13] A A 4.25% Interest Rate [3],[13] A A 12.75% Par Amount [3],[13] A A \$ 777 Cost [3],[13] A A 753 Fair Value [3],[13] A A \$ 762 Percentage of Net Assets [3],[13] A A 0.04% Investment, Identifier [Axis]: FMG Suite Holdings, LLC, First Lien Debt 1 A A A Variable interest rate [14],[15] 5.50% 5.50% Interest Rate [14],[15],[16] 10.79% 10.79% Par Amount [9],[14],[15] 23,564 A Cost [14],[15] 23,307 A Fair Value [14],[15] 23,327 A A Percentage of Net Assets [14],[15] 1.25% 1.25% Investment, Identifier [Axis]: FMG Suite Holdings, LLC, First Lien Debt 2 A A A Variable interest rate [14],[15] 5.50% 5.50% Interest Rate [14],[15], [16] 10.79% 10.79% Par Amount [9],[14],[15] 4,557 A Cost [14],[15] 4,518 A Fair Value [14],[15] 4,506 A A Percentage of Net Assets [14],[15] 0.24% 0.24% Investment, Identifier [Axis]: FMG Suite Holdings, LLC, First Lien Debt 3 A A A Variable interest rate [14],[15],[17] 5.50% 5.50% Interest Rate [14],[15],[16],[17] 10.79% 10.79% Par Amount [9],[14],[15],[17] 0 A Cost [14],[15],[17] 20 A Fair Value [14],[15],[17] 26 A A Percentage of Net Assets [14],[15],[17] 0.00% 0.00% Investment, Identifier [Axis]: FORTIS Solutions Group, LLC A A A Unfunded Commitment A \$ 2,319 A Fair Value A (26) A Investment, Identifier [Axis]: FORTIS Solutions Group, LLC A A A Variable interest rate [3],[22] A A 12.25% Par Amount, Shares (in shares) | shares [3],[22] A A 1,000,000 Cost [3],[22] A A \$ 1,179 Fair Value [3],[22] A A \$ 970 Percentage of Net Assets [3],[22] A A 0.06% Investment, Identifier [Axis]: FORTIS Solutions Group, LLC 1 A A A Variable interest rate [3],[19] A A 5.50% Interest Rate [3],[19] A A 10.95% Par Amount [3],[19] A A \$ 26,772 Cost [3],[19] A A 26,371 Fair Value [3],[19] A A 26,772 Percentage of Net Assets [3],[19] A A 1.56% Unfunded Commitment A A \$ 908 Fair Value A A \$ 0 Investment, Identifier [Axis]: FORTIS Solutions Group, LLC 2 A A A Variable interest rate [3],[13],[19] A A 5.50% Interest Rate [3],[13],[19] A A 10.95% Par Amount [3],[13],[19] A A \$ 104 Cost [3],[13],[19] A A 96 Fair Value [3],[13],[19] A A 104 Percentage of Net Assets [3],[13],[19] A A 0.01% Unfunded Commitment A A \$ 2,564 Fair Value A A \$ 0 Investment, Identifier [Axis]: FORTIS Solutions Group, LLC 3 A A A Variable interest rate [3],[13],[19] A A 5.50% Interest Rate [3],[13],[19] A A 10.95% Par Amount [3],[13],[19] A A \$ 135 Cost [3],[13],[19] A A 101 Fair Value [3],[13],[19] A A 135 Percentage of Net Assets [3],[13],[19] A A 0.01% Investment, Identifier [Axis]: FORTIS Solutions Group, LLC, Delayed Draw Term Loan A A A Unfunded Commitment A 758 A Fair Value A \$ 0 A Investment, Identifier [Axis]: FORTIS Solutions Group, LLC, First Lien Debt 1 A A A Variable interest rate [15],[20] 5.50% 5.50% Interest Rate [15],[16],[20] 10.94% 10.94% Par Amount [9],[15],[20] 26,636 A Cost [15],[20] 26,636 A Fair Value [15],[20] 26,636 A A Percentage of Net Assets [15],[20] 1.43% 1.43% Investment, Identifier [Axis]: FORTIS Solutions Group, LLC, First Lien Debt 2 A A A Variable interest rate [15],[20] 5.50% 5.50% Interest Rate [15],[16],[20] 10.94% 10.94% Par Amount [9],[15],[20] 253 A Cost [15],[20] 247 A Fair Value [15],[20] 253 A A Percentage of Net Assets [15],[20] 0.01% 0.01% Investment, Identifier [Axis]: FORTIS Solutions Group, LLC, First Lien Debt 3 A A A Variable interest rate [15],[17],[20] 5.50% 5.50% Interest Rate [15],[16],[17],[20] 10.94% 10.94% Par Amount [9],[15],[17],[20] 540 A Cost [15],[17],[20] 5

Value Holdings, Inc., Revolver 1 A A A Unfunded Commitment \$ 331 A A Fair Value (2) A A Investment, Identifier [Axis]: GI DI Cornfield Acquisition LLC, First Lien Debt 1 A A A Variable interest rate [15] A 4.50% 4.50% A Interest Rate [15],[16] A 9.94% 9.94% A Par Amount [9],[15] A \$ 30,393 A Cost [15] A 29,946 A Fair Value [15] A \$ 29,946 A Percentage of Net Assets [15] A 1.61% 1.61% A Investment, Identifier [Axis]: GI DI Cornfield Acquisition LLC, First Lien Debt 2 A A A Variable interest rate [15],[17] A 4.50% 4.50% A Interest Rate [15],[16],[17] A 9.94% 9.94% A Par Amount [9],[15],[17] A \$ 0 A Cost [15],[17] A (115) A A Fair Value [15],[17] A (115) A A Percentage of Net Assets [15],[17] A (0.01%) (0.01%) A Investment, Identifier [Axis]: GPS Merger Sub, LLC 1 A A A Variable interest rate [3],[11],[18] A A 6.00% Interest Rate [3],[11],[18] A A 11.38% Par Amount [3],[11],[18] A A \$ 4,927 Cost [3],[11],[18] A A 4,831 Fair Value [3],[11],[18] A A \$ 4,831 Percentage of Net Assets [3],[11],[18] A A 0.28% Unfunded Commitment A A A \$ 1,274 Fair Value A A A (12) Investment, Identifier [Axis]: GPS Merger Sub, LLC 2 A A A Variable interest rate [3],[11],[13] A A 6.00% Interest Rate [3],[11],[13] A A 11.38% Par Amount [3],[11],[13] A A \$ 0 Cost [3],[11],[13] A A (12) Fair Value [3],[11],[13] A A (12) Percentage of Net Assets [3],[11],[13] A A 0.00% Unfunded Commitment A A A \$ 1,019 Fair Value A A A (20) Investment, Identifier [Axis]: GPS Merger Sub, LLC 3 A A A Variable interest rate [3],[11],[13] A A 6.00% Interest Rate [3],[11],[13] A A 11.38% Par Amount [3],[11],[13] A A \$ 0 Cost [3],[11],[13] A A (20) Fair Value [3],[11],[13] A A (20) Percentage of Net Assets [3],[11],[13] A A 0.00% Investment, Identifier [Axis]: GPS Merger Sub, LLC, Delayed Draw Term Loan A A A Unfunded Commitment A A \$ 1,274 A Fair Value A \$ (7) A Investment, Identifier [Axis]: GPS Merger Sub, LLC, First Lien Debt 1 A A A Variable interest rate [14],[15],[21] A 6.00% 6.00% A Interest Rate [14],[15],[16],[21] A 11.33% 11.33% A Par Amount [9],[14],[15],[21] A \$ 4,902 A Cost [14],[15],[21] A 4,813 A Fair Value [14],[15],[21] A \$ 4,875 A Percentage of Net Assets [14],[15],[21] A 0.26% 0.26% A Investment, Identifier [Axis]: GPS Merger Sub, LLC, First Lien Debt 2 A A A Variable interest rate [14],[15],[17] A 6.00% 6.00% A Interest Rate [14],[15],[16],[17] A 11.33% 11.33% A Par Amount [9],[14],[15],[17] A \$ 0 A Cost [14],[15],[17] A (11) A Fair Value [14],[15],[17] A (7) A Percentage of Net Assets [14],[15],[17] A 0.00% 0.00% A Investment, Identifier [Axis]: GPS Merger Sub, LLC, First Lien Debt 3 A A A Variable interest rate [14],[15],[17] A 6.00% 6.00% A Interest Rate [14],[15],[16],[17] A 11.33% 11.33% A Par Amount [9],[14],[15],[17] A \$ 0 A Cost [14],[15],[17] A (18) A Fair Value [14],[15],[17] A (6) A Percentage of Net Assets [14],[15],[17] A 0.00% 0.00% A Investment, Identifier [Axis]: GPS Merger Sub, LLC, Revolver A A A Unfunded Commitment A \$ 1,019 A Fair Value A (6) A Investment, Identifier [Axis]: GS AcquisitionCo, Inc. A A A Unfunded Commitment A A \$ 2,420 Fair Value A A \$ 0 Investment, Identifier [Axis]: GS AcquisitionCo, Inc. 1 A A A Variable interest rate [3],[11],[18] A A 5.50% Interest Rate [3],[11],[18] A A 11.00% Par Amount [3],[11],[18] A A \$ 75,145 Cost [3],[11],[18] A A \$ 74,784 Fair Value [3],[11],[18] A A \$ 75,145 Percentage of Net Assets [3],[11],[18] A A 4.37% Investment, Identifier [Axis]: GS AcquisitionCo, Inc. 2 A A A Variable interest rate [3],[11],[13] A A 5.50% Interest Rate [3],[11],[13] A A 11.00% Par Amount [3],[11],[13] A A \$ 0 Cost [3],[11],[13] A A (13) Fair Value [3],[11],[13] A A \$ 0 Percentage of Net Assets [3],[11],[13] A A 0.00% Investment, Identifier [Axis]: GS AcquisitionCo, Inc., Delayed Draw Term Loan A A A Unfunded Commitment A 189 A Fair Value A \$ 0 A Investment, Identifier [Axis]: GS AcquisitionCo, Inc., First Lien Debt 1 A A A Variable interest rate [14],[15],[21] A 5.25% 5.25% A Interest Rate [14],[15],[16],[21] A 10.59% 10.59% A Par Amount [9],[14],[15],[21] A \$ 74,805 A Cost [14],[15],[21] A 74,388 A Fair Value [14],[15],[21] A \$ 74,805 A Percentage of Net Assets [14],[15],[21] A 4.02% 4.02% A Investment, Identifier [Axis]: GS AcquisitionCo, Inc., First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.25% 5.25% A Interest Rate [15],[16],[17],[20] A 10.59% 10.59% A Par Amount [9],[15],[17],[20] A \$ 11 A Cost [15],[17],[20] A 10 A Fair Value [15],[17],[20] A \$ 11 A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: GS AcquisitionCo, Inc., First Lien Debt 3 A A A Variable interest rate [14],[15],[17] A 5.25% 5.25% A Interest Rate [14],[15],[16],[17] A 10.59% 10.59% A Par Amount [9],[14],[15],[17] A \$ 329 A Cost [14],[15],[17] A 314 A Fair Value [14],[15],[17] A \$ 329 A Percentage of Net Assets [14],[15],[17] A 0.02% 0.02% A Investment, Identifier [Axis]: GS AcquisitionCo, Inc., Revolver A A A Unfunded Commitment A \$ 2,140 A Fair Value A \$ 0 A Investment, Identifier [Axis]: GSM Acquisition Corp. (GSM Outdoors) A A A Unfunded Commitment A A \$ 4,280 Fair Value A A (43) Investment, Identifier [Axis]: GSM Acquisition Corp. (GSM Outdoors) 1 A A A Variable interest rate [3],[11],[18] A A 5.00% Interest Rate [3],[11],[18] A A 10.47% Par Amount [3],[11],[18] A A \$ 17,269 Cost [3],[11],[18] A A 17,170 Fair Value [3],[11],[18] A A \$ 17,096 Percentage of Net Assets [3],[11],[18] A A 0.99% Investment, Identifier [Axis]: GSM Acquisition Corp. (GSM Outdoors) 2 A A A Variable interest rate [3],[11] A A 5.00% Interest Rate [3],[11] A A 10.47% Par Amount [3],[11] A A \$ 4,445 Cost [3],[11] A A 4,411 Fair Value [3],[11] A A \$ 4,400 Percentage of Net Assets [3],[11] A A 0.26% Investment, Identifier [Axis]: GSM Acquisition Corp. (GSM Outdoors) 3 A A A Variable interest rate [3],[11],[13] A A 5.00% Interest Rate [3],[11],[13] A A 10.47% Par Amount [3],[11],[13] A A \$ 0 Cost [3],[11],[13] A A (29) Fair Value [3],[11],[13] A A \$ (43) Percentage of Net Assets [3],[11],[13] A A 0.00% Investment, Identifier [Axis]: GSM Acquisition Corp. (GSM Outdoors), First Lien Debt 1 A A A Variable interest rate [14],[15],[21] A 5.00% 5.00% A Interest Rate [14],[15],[16],[21] A 10.46% 10.46% A Par Amount [9],[14],[15],[21] A \$ 17,180 A Cost [14],[15],[21] A 17,097 A Fair Value [14],[15],[21] A \$ 17,180 A Percentage of Net Assets [14],[15],[21] A 0.92% 0.92% A Investment, Identifier [Axis]: GSM Acquisition Corp. (GSM Outdoors), First Lien Debt 2 A A A Variable interest rate [14],[15] A 5.00% 5.00% A Interest Rate [14],[15],[16] A 10.46% 10.46% A Par Amount [9],[14],[15] A \$ 4,421 A Cost [14],[15] A 4,394 A Fair Value [14],[15] A \$ 4,421 A Percentage of Net Assets [14],[15] A 0.24% 0.24% A Investment, Identifier [Axis]: GSM Acquisition Corp. (GSM Outdoors), First Lien Debt 3 A A A Variable interest rate [14],[15],[17] A 5.00% 5.00% A Interest Rate [14],[15],[16],[17] A 10.46% 10.46% A Par Amount [9],[14],[15],[17] A \$ 0 A Cost [14],[15],[17] A (24) A Fair Value [14],[15],[17] A \$ 0 A Percentage of Net Assets [14],[15],[17] A 0.00% 0.00% A Investment, Identifier [Axis]: GSM Acquisition Corp. (GSM Outdoors), Revolver A A A Unfunded Commitment A \$ 4,280 A Fair Value A \$ 0 A Investment, Identifier [Axis]: GSM Equity Investors, LP (GSM Outdoors) A A A Par Amount, Shares (in shares) / shares [3],[22] A A 4,500 Cost [3],[22] A A \$ 4,500 Fair Value [3],[22] A A \$ 884 Percentage of Net Assets [3],[22] A A 0.05% Investment, Identifier [Axis]: GSM Equity Investors, LP (GSM Outdoors), Common Equity A A A Par Amount, Shares (in shares) / shares [9],[15],[23],[24] A 4,500 4,500 A Cost [15],[23],[24] A \$ 450 A Fair Value [15],[23],[24] A \$ 1,168 A Percentage of Net Assets [15],[23],[24] A 0.06% 0.06% A Investment, Identifier [Axis]: Galway Borrower, LLC 1 A A A Variable interest rate [3],[19] A A 5.25% Interest Rate [3],[19] A A 10.71% Par Amount [3],[19] A A \$ 33,377 Cost [3],[19] A A \$ 32,879 Fair Value [3],[19] A A \$ 32,430 Percentage of Net Assets [3],[19] A A 1.88% Unfunded Commitment A A A \$ 1,712 Fair Value A A A (18) Investment, Identifier [Axis]: Galway Borrower, LLC 2 A A A Variable interest rate [3],[13],[19] A A 5.25% Interest Rate [3],[13],[19] A A 10.71% Par Amount [3],[13],[19] A A \$ 0 Cost [3],[13],[19] A A (15) Fair Value [3],[13],[19] A A \$ (18) Percentage of Net Assets [3],[13],[19] A A 0.00% Unfunded Commitment A A A \$ 2,053 Fair Value A A A (60) Investment, Identifier [Axis]: Galway Borrower, LLC 3 A A A Variable interest rate [3],[13],[19] A A 5.25% Interest Rate [3],[13],[19] A A 10.71% Par Amount [3],[13],[19] A A \$ 0 Cost [3],[13],[19] A A (26) Fair Value [3],[13],[19] A A \$ (59) Percentage of Net Assets [3],[13],[19] A A 0.00% Investment, Identifier [Axis]: Galway Borrower, LLC, Delayed Draw Term Loan A A A Unfunded Commitment A \$ 2,992 A Fair Value A (42) A Investment, Identifier [Axis]: Galway Borrower, LLC, First Lien Debt 1 A A A Variable interest rate [15],[20] A 5.25% 5.25% A Interest Rate [15],[16],[20] A 10.78% 10.78% A Par Amount [9],[15],[20] A \$ 33,207 A Cost [15],[20] A 32,753 A Fair Value [15],[20] A \$ 32,742 A Percentage of Net Assets [15],[20] A 1.76% 1.76% A Investment, Identifier [Axis]: Galway Borrower, LLC, First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.25% 5.25% A Interest Rate [15],[16],[17],[20] A 10.78% 10.78% A Par Amount [9

À Á 0.24% Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC 3 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 4.75% Interest Rate [3],[11],[13] Á Á Á 10.21% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (2) Fair Value [3],[11],[13] Á Á Á \$ (3) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC 4 Á Á Á Variable interest rate [3],[11] Á Á Á 8.00% Interest Rate [3],[11] Á Á Á 13.46% Par Amount [3],[11] Á Á Á \$ 3,960 Cost [3],[11] Á Á Á 3,903 Fair Value [3],[11] Á Á Á \$ 3,879 Percentage of Net Assets [3],[11] Á Á Á 0.23% Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC 5 Á Á Á Variable interest rate [3],[11] Á Á Á 8.00% Interest Rate [3],[11] Á Á Á 13.46% Par Amount [3],[11] Á Á Á \$ 1,540 Cost [3],[11] Á Á Á 1,516 Fair Value [3],[11] Á Á Á \$ 1,508 Percentage of Net Assets [3],[11] Á Á Á 0.09% Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 4.75% Á Interest Rate [14],[15],[16] Á 10.19% 10.19% Á Par Amount [9],[14],[15] Á 1,838 Á Cost [14],[15] Á 1,828 Á Fair Value [14],[15] Á 1,838 Á Percentage of Net Assets [14],[15] Á 0.10% 0.10% Á Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15] Á 4.75% Á Interest Rate [14],[15],[16] Á 10.19% 10.19% Á Par Amount [9],[14],[15] Á 4,161 Á Cost [14],[15] Á 4,141 Á Fair Value [14],[15] Á 4,161 Á Percentage of Net Assets [14],[15] Á 0.22% 0.22% Á Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC, First Lien Debt 3 Á Á Á Variable interest rate [14],[15],[17] Á 4.75% Á Interest Rate [14],[15],[16],[17] Á 10.19% 10.19% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (2) Á Fair Value [14],[15],[17] Á \$ 0 Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC, Revolver Á Á Á Unfunded Commitment Á 375 Á Fair Value Á 0 Á Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC, Second Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 14.50% 14.50% Á Interest rate, PIK [14],[15] Á 7.00% 7.00% Á Interest Rate [14],[15],[16] Á 14.50% 14.50% Á Par Amount [9],[14],[15] Á 4,030 Á Cost [14],[15] Á 3,978 Á Fair Value [14],[15] Á 4,018 Á Percentage of Net Assets [14],[15] Á 0.22% 0.22% Á Investment, Identifier [Axis]: Heartland Veterinary Partners, LLC, Second Lien Debt 2 Á Á Á Variable interest rate [14],[15] Á 14.50% 14.50% Á Interest rate, PIK [14],[15] Á 7.00% 7.00% Á Interest Rate [14],[15],[16] Á 14.50% 14.50% Á Par Amount [9],[14],[15] Á \$ 1,567 Á Cost [14],[15] Á 1,546 Á Fair Value [14],[15] Á 1,563 Á Percentage of Net Assets [14],[15] Á 0.08% 0.08% Á Investment, Identifier [Axis]: Helios Service Partners, LLC 1 Á Á Variable interest rate [3],[11] Á Á 6.25% Interest Rate [3],[11],[12] Á Á Á 11.88% Par Amount [3],[11] Á Á \$ 6,859 Cost [3],[11] Á Á 6,703 Fair Value [3],[11] Á Á Á \$ 6,790 Percentage of Net Assets [3],[11] Á Á 0.39% Unfunded Commitment Á Á \$ 5,933 Fair Value Á Á Á (59) Investment, Identifier [Axis]: Helios Service Partners, LLC 2 Á Á Variable interest rate [3],[11],[13] Á Á 6.25% Interest Rate [3],[11],[12],[13] Á Á Á 11.88% Par Amount [3],[11],[13] Á Á Á \$ 6,965 Cost [3],[11],[13] Á Á 6,737 Fair Value [3],[11],[13] Á Á Á \$ 6,836 Percentage of Net Assets [3],[11],[13] Á Á 0.40% Unfunded Commitment Á Á \$ 542 Fair Value Á Á Á (5) Investment, Identifier [Axis]: Helios Service Partners, LLC 3 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.00% Interest Rate [3],[11],[12],[13] Á Á Á 11.62% Par Amount [3],[11],[13] Á Á Á \$ 748 Cost [3],[11],[13] Á Á Á 719 Fair Value [3],[11],[13] Á Á Á \$ 735 Percentage of Net Assets [3],[11],[13] Á Á Á 0.04% Investment, Identifier [Axis]: Helios Service Partners, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 2,408 Á Fair Value Á 0 Á Investment, Identifier [Axis]: Helios Service Partners, LLC, First Lien Debt Á Á Á Variable interest rate [14],[15],[17] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[17] Á 11.85% 11.85% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (37) Á Fair Value [14],[15],[17] Á (31) Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Helios Service Partners, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 6.25% 6.25% Á Interest Rate [14],[15],[16] Á 11.85% 11.85% Á Par Amount [9],[14],[15] Á \$ 6,824 Á Cost [14],[15] Á 6,690 Á Fair Value [14],[15] Á \$ 6,824 Á Percentage of Net Assets [14],[15] Á 0.37% 0.37% Á Investment, Identifier [Axis]: Helios Service Partners, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[17] Á 11.85% 11.85% Á Par Amount [9],[14],[15],[17] Á \$ 10,473 Á Cost [14],[15],[17] Á 10,238 Á Fair Value [14],[15],[17] Á \$ 10,473 Á Percentage of Net Assets [14],[15],[17] Á 0.56% 0.56% Á Investment, Identifier [Axis]: Helios Service Partners, LLC, First Lien Debt 3 Á Á Á Variable interest rate [14],[15],[17] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[17] Á 11.85% 11.85% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (24) Á Fair Value [14],[15],[17] Á \$ 0 Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Helios Service Partners, LLC, Revolver Á Á Á Unfunded Commitment Á 1,290 Á Fair Value Á 0 Á Investment, Identifier [Axis]: Help HP SCF Investor, LP (Help/Systems) Á Á Á Par Amount, Shares (in shares) | shares [22],[26] Á Á \$ 9,619,564 Cost [22],[26] Á Á \$ 12,460 Fair Value [22],[26] Á Á \$ 15,966 Percentage of Net Assets [22],[26] Á Á 0.93% Investment, Identifier [Axis]: Help HP SCF Investor, LP (Help/Systems), Common Equity Á Á Á Par Amount, Shares (in shares) | shares [9],[23],[27] Á 9,619,564 9,619,564 Á Cost [23],[27] Á \$ 12,460 Á Fair Value [23],[27] Á \$ 15,427 Á Percentage of Net Assets [23],[27] Á 0.83% 0.83% Á Investment, Identifier [Axis]: Help/Systems Holdings, Inc. Á Á Á Variable interest rate [19] Á Á Á 6.75% Interest Rate [19] Á Á Á 12.35% Par Amount [19] Á Á Á \$ 17,500 Cost [19] Á Á Á 17,500 Fair Value [19] Á Á Á \$ 14,147 Percentage of Net Assets [19] Á Á Á 0.82% Investment, Identifier [Axis]: Help/Systems Holdings, Inc., Second Lien Debt Á Á Á Variable interest rate [20] Á 6.75% 6.75% Á Interest Rate [16],[20] Á 12.20% 12.20% Á Par Amount [9],[20] Á \$ 17,500 Á Cost [20] Á 17,500 Á Fair Value [20] Á \$ 14,481 Á Percentage of Net Assets [20] Á 0.78% 0.78% Á Investment, Identifier [Axis]: Hercules Borrower LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 4,519 Á Fair Value Á \$ (23) Á Investment, Identifier [Axis]: Hercules Borrower LLC, First Lien Debt Á Á Á Variable interest rate [17],[20] Á 5.25% 5.25% Á Interest Rate [16],[17],[20] Á 10.69% 10.69% Á Par Amount [9],[17],[20] Á \$ 480 Á Cost [17],[20] Á 455 Á Fair Value [17],[20] Á \$ 455 Á Percentage of Net Assets [17],[20] Á 0.02% 0.02% Á Investment, Identifier [Axis]: Higginbotham Insurance Agency, Inc. Á Á Á Unfunded Commitment Á Á \$ 1,254 Fair Value Á Á \$ 0 Á Investment, Identifier [Axis]: Higginbotham Insurance Agency, Inc. 1 Á Á Á Variable interest rate [3],[11],[18] Á Á Á 5.50% Interest Rate [3],[11],[18] Á Á Á 10.96% Par Amount [3],[11],[18] Á Á Á \$ 18,295 Cost [3],[11],[18] Á Á Á 18,118 Fair Value [3],[11],[18] Á Á Á \$ 18,290 Percentage of Net Assets [3],[11],[18] Á Á Á 1.06% Investment, Identifier [Axis]: Higginbotham Insurance Agency, Inc. 2 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.50% Interest Rate [3],[11],[13] Á Á Á 10.96% Par Amount [3],[11],[13] Á Á Á \$ 2,494 Cost [3],[11],[13] Á Á Á 2,464 Fair Value [3],[11],[13] Á Á Á \$ 2,493 Percentage of Net Assets [3],[11],[13] Á Á Á 0.14% Investment, Identifier [Axis]: Higginbotham Insurance Agency, Inc., Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 7,081 Á Fair Value Á \$ (32) Á Investment, Identifier [Axis]: Higginbotham Insurance Agency, Inc., First Lien Debt 1 Á Á Á Variable interest rate [14],[15],[21] Á 5.50% 5.50% Á Interest Rate [14],[15],[16],[21] Á 10.94% 10.94% Á Par Amount [9],[14],[15],[21] Á \$ 18,202 Á Cost [14],[15],[21] Á 18,039 Á Fair Value [14],[15],[21] Á \$ 18,202 Á Percentage of Net Assets [14],[15],[21] Á 0.98% 0.98% Á Investment, Identifier [Axis]: Higginbotham Insurance Agency, Inc., First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 5.50% 5.50% Á Interest Rate [14],[15],[16],[17] Á 10.94% 10.94% Á Par Amount [9],[14],[15],[17] Á \$ 4,616 Á Cost [14],[15],[17] Á 4,541 Á Fair Value [14],[15],[17] Á \$ 4,580 Á Percentage of Net Assets [14],[15],[17] Á 0.25% 0.25% Á Investment, Identifier [Axis]: High Street Buyer, Inc. Á Á Á Unfunded Commitment Á Á \$ 2,136 Fair Value Á Á \$ 0 Á Investment, Identifier [Axis]: High Street Buyer, Inc. 1 Á Á Á Variable interest rate [3],[18],[19] Á Á Á \$ 9,890 Cost [3],[18],[19] Á Á Á 9,756 Fair Value [3],[18],[19] Á Á Á \$ 9,890 Percentage of Net Assets [3],[18],[19] Á Á Á 0.57% Investment, Identifier [Axis]: High Street Buyer, Inc. 2 Á Á Á Variable interest rate [3],[18],[19] Á Á Á 5.75% Interest Rate [3],[18],[19] Á Á Á 11.25% Par Amount [3],[18],[19] Á Á Á \$ 39,719 Cost [3],[18],[19] Á Á Á 39,156 Fair Value [3],[18],[19] Á Á Á \$ 39,719 Percentage of Net Assets [3],[18],[19] Á Á Á 2.31% Investment, Identifier [Axis]: High Street Buyer, Inc. 3 Á Á Á Variable interest rate [3],[13],[19] Á Á Á 5.75% Interest Rate [3],[13],[19] Á Á Á 11.25% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (23) Fair Value [3],[13],[19] Á Á Á \$ 0 Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: High Street Buyer, Inc., Delayed Draw Term Loan Á Á Á Unfunded Commitment Á \$ 8,711 Á Fair Value Á \$ (48) Á Investment, Identifier [Axis]: High Street Buyer, Inc., First Lien Debt 1 Á Á Á Variable interest rate [15],[20],[21] Á 5.25% 5.25% Á Interest Rate [15],[16],[20],[21] Á 10.59% 10.59% Á Par Amount [9],[15],[20],[21] Á \$ 9,840 Á Cost [15],[20],[21] Á 9,718 Á Fair Value [15],[20],[21] Á \$ 9,832 Á Percentage of Net Assets [15],[20],[21] Á 0.53% 0.53% Á Investment, Identifier [Axis]: High Street Buyer, Inc., First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[20] Á 5.25% 5.25% Á Interest Rate [15],[16],[17],[20] Á 10.59% 10.59% Á Par Amount [9],[15],[17],[20] Á \$ 39,516 Á Cost [15],[17],[20] Á 38,925 Á Fair Value [15],[17],[20] Á \$ 39,436 Á Percentage of Net Assets [15],[17],[20] Á 2.12% 2.12% Á Investment, Identifier [Axis]: High Street Buyer, Inc., First Lien Debt 3 Á Á Á Variable interest rate [15],[17],[20] Á 5.25% 5.25% Á Interest Rate [15],[16],[17],[20] Á 10.59% 10.59% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (20) Á Fair Value [15],[17],[20] Á (2) Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: High Street Buyer, Inc., Revolver Á Á Á Unfunded Commitment Á 2,136 Á Fair Value Á (2) Á Investment, Identifier [Axis]: Hootsuite Inc., First Lien Debt 1 Á Á Á Variable interest rate [15],[27] Á 5.50% 5.50% Á Interest Rate [15],[16],[27] Á 10.85% 10.85% Á Par Amount [9],[15],[27] Á \$ 22,500 Á Cost [15],[27] Á 22,167 Á Fair Value [15],[27] Á \$ 22,167 Á Percentage of Net Assets [15],[27] Á 1.19% 1.19% Á Investment, Identifier [Axis]: Hootsuite Inc., First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[27] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[27] Á 10.85% 10.85% Á Par Amount [9],[15],[17],[27] Á \$ 0 Á Cost [15],[17],[27] Á (37) Á Fair Value [15],[17],[27] Á \$ (37) Á Percentage of Net Assets [15],[17],[27] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Hootsuite Inc., Revolver Á Á Á Unfunded Commitment Á 2,500 Á Fair Value Á (37) Á Investment, Identifier [Axis]: Hyland Software, Inc. Á Á Á Unfunded Commitment Á Á \$ 1,879 Fair Value Á Á \$ (21) Investment, Identifier [Axis]: Hyland Software, Inc. 1 Á Á Á Variable interest rate [3],[18] Á Á 6.00% Interest Rate [3],[18] Á Á Á 11.36% Par Amount [3],[18] Á Á Á \$ 39,656 Cost [3],[18] Á Á Á 39,077 Fair Value [3],[18] Á Á Á \$ 39,212 Percentage of Net Assets [3],[18] Á Á Á 2.28% Investment, Identifier [Axis]: Hyland Software, Inc. 2 Á Á Á Variable interest rate [3],[13] Á Á Á 6.00% Interest Rate [3],[13] Á Á Á 11.36% Par Amount [3],[13] Á Á Á \$ 0 Cost [3],[13] Á Á Á (27) Fair Value [3],[13] Á Á Á \$ (21) Percentage of Net Assets [3],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Hyland Software, Inc., First Lien Debt 1 Á Á Á Variable interest rate [15],[20],[21] Á 6.00% 6.00% Á Interest Rate [15],[16],[20],[21] Á 11.34% 11.34% Á Par Amount [9],[15],[20],[21] Á \$ 39,457 Á Cost [15],[20],[21] Á 38,912 Á Fair Value [15],[20],[21] Á \$ 39,457 Á Percentage of Net Assets [15],[20],[21] Á 2.12% 2.12% Á Investment, Identifier [Axis]: Hyland Software, Inc., First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[20] Á 6.00% 6.00% Á Interest Rate [15],[16],[17],[20] Á 11.34% 11.34% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (24) Á Fair Value [15],[17],[20] Á \$ 0 Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Hyland Software, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 1,879 Á Fair Value Á 0 Á Investment, Identifier [Axis]: Icefall Parent, Inc., First Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 6.50% 6.50% Á Interest Rate [14],[15],[16] Á 11.84% 11.84% Á Par Amount [9],[14],[15] Á 11.84% Á Par Amount [9],[14],[15] Á \$ 5,323 Á Cost [14],[15] Á 5,222 Á Fair Value [14],[15] Á \$ 5,224 Á Percentage of Net Assets [14],[15] Á 0.28% 0.28% Á Investment, Identifier [Axis]: Icefall Parent, Inc., First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 6.50% 6.50% Á Interest Rate [14],[15],[16],[17] Á 11.84% 11.84% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (9) Á Fair Value [14],[15],[17] Á (9) Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Icefall Parent, Inc., Revolver Á Á Á Unfunded Commitment Á 507 Á Fair Value Á (9) Á Investment, Identifier [Axis]: Idera, Inc. Á Á Á Variable interest rate [3],[19] Á Á 6.75% Interest Rate [3],[19] Á Á Á 12.28% Par Amount [3],[19] Á Á Á \$ 3,887 Cost [3],[19] Á Á Á 3,865 Fair Value [3],[19] Á Á Á \$ 3,887 Percentage of Net Assets [3],[19] Á Á Á 0.23% Investment, Identifier [Axis]: Idera, Inc., Second Lien Debt Á Á Á Variable interest rate [15],[20] Á 6.75% 6.75% Á Interest Rate [15],[16],[20] Á 12.23% 12.23% Á Par Amount [9],[15],[20] Á \$ 2,607 Á Cost [15],[20] Á 2,594 Á Fair Value [15],[20] Á \$ 2,607 Á Percentage of Net Assets [15],[20] Á 0.14% 0.14% Á Investment, Identifier [Axis]: Infinite Bidco, LLC 1 Á Á Á Variable interest rate [2],[3] Á Á Á 6.25% Interest Rate [2],[3] Á Á Á 11.88% Par Amount [2],[3] Á Á Á \$ 12,360 Cost [2],[3] Á Á Á 12,043 Fair Value [2],[3] Á Á Á \$ 12,285 Percentage of Net Assets [2],[3] Á Á Á 0.71% Investment, Identifier [Axis]: Infinite Bidco, LLC 2 Á Á Á Variable interest rate [2] Á Á 7.00% Interest Rate [2] Á Á Á 12.65% Par Amount [2] Á Á \$ 25,500 Cost [2] Á Á 25,446 Fair Value [2] Á Á Á \$ 21,420 Percentage of Net Assets [2] Á Á Á 1.24% Investment, Identifier [Axis]: Infinite Bidco, LLC, First Lien Debt Á Á Á Variable interest rate [15],[25] Á 6.25% 6.25% Á Interest Rate [15],[16],[25] Á 11.84% 11.84% Á Par Amount [9],[15],[25] Á \$ 12,298 Á Cost [15],[25] Á 12,012 Á Fair Value [15],[25] Á \$ 12,298 Á Percentage of Net Assets [15],[25] Á 0.66% 0.66% Á Investment, Identifier [Axis]: Infinite Bidco, LLC, Second Lien Debt Á Á Á Variable interest rate [25] Á 7.00% 7.00% Á Interest Rate [16],[25] Á 12.59% 12.59% Á Par Amount [9],[25] Á \$ 25,500 Á Cost [25] Á 25,450 Á Fair Value [25] Á \$ 21,377 Á Percentage of Net Assets [25] Á 1.15% 1.15% Á Investment, Identifier [Axis]: Inszone Mid, LLC 1 Á Á Á Variable interest rate [3],[11] Á Á Á 5.75% Interest Rate [3],[11] Á Á Á 11.11% Par Amount [3],[11] Á Á Á \$ 4,460 Cost [3],[11] Á Á 4,372 Fair Value [3],[11] Á Á Á 4,372 Percentage of Net Assets [3],[11] Á Á Á 0.25% Unfunded Commitment Á Á \$ 6,000 Fair Value Á Á \$ (64) Investment, Identifier [Axis]: Inszone Mid, LLC 2 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[13] Á Á Á 11.11% Par Amount [3],[11],[13] Á Á Á \$ 533 Cost [3],[11],[13] Á Á 463 Fair Value [3],[11],[13] Á Á Á \$ 464 Percentage of Net Assets [3],[11],[13] Á Á Á 0.03% Unfunded Commitment Á Á \$ 817 Fair Value Á Á \$ (16) Investment, Identifier [Axis]: Inszone Mid, LLC 3 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[13] Á Á Á 11.11% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á (16) Fair Value [3],[11],[13] Á Á Á (16) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Inszone Mid, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 4,207 Á Fair Value Á \$ (37) Á Investment, Identifier [Axis]: Inszone Mid, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15] Á 5.75% 5.75% Á Interest Rate [14],[15],[16] Á 11.10% 11.10% Á Par Amount [9],[14],[15] Á 4,449 Á Cost [14],[15] Á 4,366 Á Fair Value [14],[15] Á \$ 4,410 Á Percentage of Net Assets [14],[15] Á 0.24% 0.24% Á Investment, Identifier [Axis]: Inszone Mid, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[17] Á 11.10% 11.10% Á Par Amount [9],[14],[15],[17] Á \$ 3,234 Á Cost [14],[15],[17] Á 2,243 Á Fair Value [14],[15],[17] Á \$ 2,267 Á Percentage of Net Assets [14],[15],[17] Á 0.12% 0.12% Á Investment, Identifier [Axis]: Inszone Mid, LLC, First Lien Debt 3 Á Á Á Variable interest rate [14],[15],[17] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[17] Á 11.10% 11.10% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (15) Á Fair Value [14],[15],[17] Á (7) Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Inszone Mid, LLC, Revolver Á Á Á Unfunded Commitment Á 817 Á Fair Value Á (7) Á Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC Á Á Á Variable interest rate [3],[22] Á Á Á 10.50% Par Amount, Shares (in shares) | shares [3],[22] Á Á \$ 3,250,000 Cost [3],[22] Á Á \$ 3,956 Fair Value [3],[22] Á Á \$ 3,900 Percentage of Net Assets [3],[22] Á Á 0.23% Unfunded Commitment Á Á \$ 52 Fair Value Á Á Á (1) Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC 1 Á Á Á Variable interest rate [3],[18],[19] Á Á 6.00% Interest Rate [3],[18],[19] Á Á Á 11.39% Par Amount [3],[18],[19] Á Á Á \$ 392 Cost [3],[18],[19] Á Á Á 385 Fair Value [3],[18],[19] Á Á Á \$ 384 Percentage of Net Assets [3],[18],[19] Á Á Á 0.02% Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC 2 Á Á Á Variable interest rate [3],[18],[19] Á Á Á 6.00% Interest Rate [3],[18],[19] Á Á Á 11.54% Par Amount [3],[18],[19] Á Á Á \$ 85,345 Cost [3],[18],[19] Á Á Á 84,685 Fair Value [3],[18],[19] Á Á Á \$ 83,705 Percentage of Net Assets [3],[18],[19] Á Á Á 4.86% Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC 3 Á Á Á Variable interest rate [3],[13],[19] Á Á Á 6.00% Interest Rate [3],[13],[19] Á Á Á 11.39% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á (2) Fair Value [3],[13],[19] Á Á Á \$ (1) Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC, First Lien Debt 1 Á Á Á Variable interest rate [15],[20],[21] Á 6.00% 6.00% Á Interest Rate [15],[16],[20],[21] Á 11.35% 11.35% Á Par Amount [9],[15],[20],[21] Á \$ 390 Á Cost [15],[20],[21] Á 384 Á Fair Value [15],[20],[21] Á \$ 388 Á Percentage of Net Assets [15],[20],[21] Á 0.02% 0.02% Á Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC, First Lien Debt 2 Á Á Á Variable interest rate [15],[20] Á 6.00% 6.00% Á Interest Rate [15],[16],[20] Á 11.35% 11.35% Á Par Amount [9],[15],[20] Á \$ 84,915 Á Cost [15],[20] Á 84,369 Á Fair Value [15],[20] Á \$ 84,517 Á Percentage of Net Assets [15],[20] Á 4.54% 4.54% Á Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC, First Lien Debt 3 Á Á Á Variable interest rate [15],[17],[20] Á 6.00% 6.00% Á Interest Rate [15],[16],[17],[20] Á 11.35% 11.35% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (2) Á Fair Value [15],[17],[20] Á \$ 0 Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC, Preferred Equity Á Á Á Variable interest rate [15],[23] Á 10.50% 10.50% Á Par Amount, Shares (in shares) | shares [9],[15],[23] Á 3,250,000 3,250,000 Á Cost [15],[23] Á \$ 4,172 Á Fair Value [15],[23] Á \$ 4,160 Á Percentage of Net Assets [15],[23] Á 0.22% 0.22% Á Investment, Identifier [Axis]: Integrity Marketing Acquisition, LLC, Revolver Á Á Á Unfunded Commitment Á 52 Á Fair Value Á 0 Á Investment, Identifier [Axis]: Intelrad Medical Systems Incorporated 1 Á Á Á Variable interest rate [3],[11],[26] Á Á Á 6.50% Interest Rate [3],[11],[26] Á Á Á 12.03% Par Amount [3],[11],[26] Á Á Á \$ 495 Cost [3],[11],[26] Á Á Á 484 Fair Value [3],[11],[26] Á Á Á \$ 466 Percentage of Net Assets [3],[11],[26] Á Á Á 0.03% Investment, Identifier [Axis]: Intelrad Medical Systems Incorporated 2 Á Á Á Variable interest rate [3],[11],[26] Á Á Á 6.50% Interest Rate [3],[11],[26] Á Á Á 12.03% Par Amount [3],[11],[26] Á Á Á \$ 34 Cost [3],[11],[26] Á Á 33 Fair Value [3],[11],[26] Á Á Á \$ 32 Percentage of Net Assets [3],[11],[26] Á Á Á 0.00% Investment, Identifier [Axis]: Intelrad Medical

Systems Incorporated, First Lien Debt 1 A A A Variable interest rate [14],[15],[27] A 6.50% 6.50% A Interest Rate [14],[15],[16],[27] A 11.98% 11.98% A Par Amount [9],[14],[15],[27] A \$ 493 A A Cost [14],[15],[27] A 484 A A Fair Value [14],[15],[27] A \$ 468 A A Percentage of Net Assets [14],[15],[27] A 0.03% 0.03% A Investment, Identifier [Axis]: Intelared Medical Systems Incorporated, First Lien Debt 2 A A A Variable interest rate [14],[15],[27] A 6.50% 6.50% A Interest Rate [14],[15],[16],[27] A 11.98% 11.98% A Par Amount [9],[14],[15],[27] A \$ 34 A A Cost [14],[15],[27] A 33 A A Fair Value [14],[15],[27] A \$ 32 A A Percentage of Net Assets [14],[15],[27] A 0.00% 0.00% A Investment, Identifier [Axis]: Investment One A A A Interest rate floor 1.00% 1.00% 1.00% Investment, Identifier [Axis]: Investment Three A A A Interest rate floor A 0.50% 0.50% 0.50% Investment, Identifier [Axis]: Investment Two A A A A Interest rate floor A 0.75% 0.75% 0.75% Investment, Identifier [Axis]: Invictus Buyer, LLC, Delayed Draw Term Loan A A A A Unfunded Commitment A \$ 1,688 A A Fair Value A \$ (8) A A Investment, Identifier [Axis]: Invisits Buyer, LLC, First Lien Debt 1 A A A A Variable interest rate [15],[20] A 5.00% 5.00% A Interest Rate [15],[16],[20] A 10.34% 10.34% A Par Amount [9],[15],[20] A \$ 4,050 A A Cost [15],[20] A 4,010 A A Fair Value [15],[20] A \$ 4,010 A A Percentage of Net Assets [15],[20] A 0.22% 0.22% A Investment, Identifier [Axis]: Invictus Buyer, LLC, First Lien Debt 2 A A A A Variable interest rate [15],[17],[20] A 5.00% 5.00% A Interest Rate [15],[16],[17],[20] A 10.34% 10.34% A Par Amount [9],[15],[17],[20] A \$ 0 A A Cost [15],[17],[20] A (8) A A Fair Value [15],[17],[20] A (8) A A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: Invictus Buyer, LLC, First Lien Debt 3 A A A A Variable interest rate [15],[17],[20] A 5.00% 5.00% A Interest Rate [15],[16],[17],[20] A 10.34% 10.34% A Par Amount [9],[15],[17],[20] A \$ 0 A A Cost [15],[17],[20] A (6) A A Fair Value [15],[17],[20] A (6) A A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: Invictus Buyer, LLC, Revolver A A A A Unfunded Commitment A \$ 625 A A Fair Value A (6) A A Investment, Identifier [Axis]: Iris Buyer, LLC 1 A A A A Variable interest rate [3],[11] A A 6.25% Interest Rate [3],[11],[12] A A A 11.60% Par Amount [3],[11] A A \$ 7,008 Cost [3],[11] A A 6,820 Fair Value [3],[11] A A \$ 6,820 Percentage of Net Assets [3],[11] A A 0.40% Unfunded Commitment A A A \$ 856 Fair Value A A A \$ (13) Investment, Identifier [Axis]: Iris Buyer, LLC 2 A A A A Variable interest rate [3],[11],[13] A A 6.25% Interest Rate [3],[11],[12],[13] A A A 11.60% Par Amount [3],[11],[13] A A A \$ 145 Cost [3],[11],[13] A A 130 Fair Value [3],[11],[13] A A A 130 Percentage of Net Assets [3],[11],[13] A A A 0.01% Unfunded Commitment A A A \$ 1,001 Fair Value A A A \$ (26) Investment, Identifier [Axis]: Iris Buyer, LLC 3 A A A A Variable interest rate [3],[11],[13] A A 6.25% Interest Rate [3],[11],[12],[13] A A A 11.60% Par Amount [3],[11],[13] A A A \$ 0 Cost [3],[11],[13] A A (26) Fair Value [3],[11],[13] A A A (26) Percentage of Net Assets [3],[11],[13] A A 0.00% Investment, Identifier [Axis]: Iris Buyer, LLC, Delayed Draw Term Loan A A A A Unfunded Commitment A 340 A A Fair Value A (3) A A Investment, Identifier [Axis]: Iris Buyer, LLC, First Lien Debt 1 A A A A Variable interest rate [14],[15] A 6.25% 6.25% A Interest Rate [14],[15],[16] A 11.59% 11.59% A Par Amount [9],[14],[15] A 6,973 A A Cost [14],[15] A 6,795 A A Fair Value [14],[15] A \$ 6,910 A A Percentage of Net Assets [14],[15] A 0.37% 0.37% A Investment, Identifier [Axis]: Iris Buyer, LLC, First Lien Debt 2 A A A A Variable interest rate [14],[15],[17] A 6.25% 6.25% A Interest Rate [14],[15],[16],[17] A 11.59% 11.59% A Par Amount [9],[14],[15],[17] A \$ 657 A A Cost [14],[15],[17] A 636 A A Fair Value [14],[15],[17] A \$ 648 A A Percentage of Net Assets [14],[15],[17] A 0.03% 0.03% A Investment, Identifier [Axis]: Iris Buyer, LLC, First Lien Debt 3 A A A A Variable interest rate [14],[15],[17] A 6.25% 6.25% A Interest Rate [14],[15],[16],[17] A 11.59% 11.59% A Par Amount [9],[14],[15],[17] A \$ 0 A A Cost [14],[15],[17] A (24) A A Fair Value [14],[15],[17] A (9) A A Percentage of Net Assets [14],[15],[17] A 0.00% 0.00% A Investment, Identifier [Axis]: Iris Buyer, LLC, Revolver A A A A Unfunded Commitment A \$ 1,001 A A Fair Value A (9) A A Investment, Identifier [Axis]: J.P. Morgan US Government Money Market Fund, Common Equity A A A A Cost A 21,107 A A Fair Value A \$ 21,107 A A Percentage of Net Assets A 1.13% 1.13% A Investment, Identifier [Axis]: Jonathan Acquisition Company A A A A Variable interest rate [3],[11] A A 5.00% Interest Rate [3],[11],[12] A A A 10.45% Par Amount [3],[11] A A \$ 2,684 Cost [3],[11] A A 2,641 Fair Value [3],[11] A A A \$ 2,659 Percentage of Net Assets [3],[11] A A 0.15% Investment, Identifier [Axis]: Jonathan Acquisition Company, First Lien Debt A A A A Variable interest rate [14],[15] A 5.00% 5.00% A Interest Rate [14],[15],[16] A 10.44% 10.44% A Par Amount [9],[14],[15] A \$ 3,405 A A Cost [14],[15] A 3,352 A A Fair Value [14],[15] A \$ 3,395 A A Percentage of Net Assets [14],[15] A 0.18% 0.18% A Investment, Identifier [Axis]: KENG Acquisition, Inc 1 A A A A Variable interest rate [3],[11] A A 6.25% Interest Rate [3],[11] A A A 11.60% Par Amount [3],[11] A A A \$ 3,221 Cost [3],[11] A A A 3,144 Fair Value [3],[11] A A A \$ 3,180 Percentage of Net Assets [3],[11] A A A 0.18% Unfunded Commitment A A A \$ 2,040 Fair Value A A A (26) Investment, Identifier [Axis]: KENG Acquisition, Inc 2 A A A A Variable interest rate [3],[11],[13] A A 6.25% Interest Rate [3],[11],[13] A A A 11.60% Par Amount [3],[11],[13] A A A \$ 400 Cost [3],[11],[13] A A 367 Fair Value [3],[11],[13] A A A 369 Percentage of Net Assets [3],[11],[13] A A A 0.02% Unfunded Commitment A A A \$ 781 Fair Value A A A (10) Investment, Identifier [Axis]: KENG Acquisition, Inc 3 A A A A Variable interest rate [3],[11],[13] A A 6.25% Interest Rate [3],[11],[13] A A A 11.60% Par Amount [3],[11],[13] A A A \$ 98 Cost [3],[11],[13] A A 77 Fair Value [3],[11],[13] A A A \$ 86 Percentage of Net Assets [3],[11],[13] A A A 0.00% Investment, Identifier [Axis]: KENG Acquisition, Inc., Delayed Draw Term Loan A A A A Unfunded Commitment A \$ 1,862 A A Fair Value A (5) A A Investment, Identifier [Axis]: KENG Acquisition, Inc., First Lien Debt 1 A A A A Variable interest rate [14],[15] A 6.00% 6.00% A Interest Rate [14],[15],[16] A 11.34% 11.34% A Par Amount [9],[14],[15] A \$ 3,205 A A Cost [14],[15] A 3,133 A A Fair Value [14],[15] A \$ 3,196 A A Percentage of Net Assets [14],[15] A 0.17% 0.17% A Investment, Identifier [Axis]: KENG Acquisition, Inc., First Lien Debt 2 A A A A Variable interest rate [14],[15],[17] A 6.00% 6.00% A Interest Rate [14],[15],[16],[17] A 11.34% 11.34% A Par Amount [9],[14],[15],[17] A \$ 576 A A Cost [14],[15],[17] A 543 A A Fair Value [14],[15],[17] A \$ 569 A A Percentage of Net Assets [14],[15],[17] A 0.03% 0.03% A Investment, Identifier [Axis]: KENG Acquisition, Inc., First Lien Debt 3 A A A A Variable interest rate [14],[15],[17] A 6.00% 6.00% A Interest Rate [14],[15],[16],[17] A 11.34% 11.34% A Par Amount [9],[14],[15],[17] A \$ 0 A A Cost [14],[15],[17] A (19) A A Fair Value [14],[15],[17] A (2) A A Percentage of Net Assets [14],[15],[17] A 0.00% 0.00% A Investment, Identifier [Axis]: KENG Acquisition, Inc., Revolver A A A A Unfunded Commitment A \$ 878 A A Fair Value A (2) A A Investment, Identifier [Axis]: KPSKY Acquisition, Inc. 1 A A A A Variable interest rate [3],[19] A A 5.25% Interest Rate [3],[12],[19] A A A 10.74% Par Amount [3],[19] A A A \$ 33,864 Cost [3],[19] A A 33,358 Fair Value [3],[19] A A A \$ 33,085 Percentage of Net Assets [3],[19] A A 1.92% Investment, Identifier [Axis]: KPSKY Acquisition, Inc. 2 A A A A Variable interest rate [3],[19] A A 5.25% Interest Rate [3],[19] A A A 10.74% Par Amount [3],[19] A A A \$ 7,754 Cost [3],[19] A A 7,630 Fair Value [3],[19] A A A \$ 7,576 Percentage of Net Assets [3],[19] A A A 0.44% Investment, Identifier [Axis]: KPSKY Acquisition, Inc., First Lien Debt 1 A A A A Variable interest rate [15],[20] A 5.50% 5.50% A Interest Rate [15],[16],[20] A 10.93% 10.93% A Par Amount [9],[15],[20] A \$ 33,691 A A Cost [15],[20] A 33,229 A A Fair Value [15],[20] A \$ 31,673 A A Percentage of Net Assets [15],[20] A 1.70% 1.70% A Investment, Identifier [Axis]: KPSKY Acquisition, Inc., First Lien Debt 2 A A A A Variable interest rate [15],[20] A 5.50% 5.50% A Interest Rate [15],[16],[20] A 10.93% 10.93% A Par Amount [9],[15],[20] A \$ 7,715 A A Cost [15],[20] A 7,601 A A Fair Value [15],[20] A \$ 7,253 A A Percentage of Net Assets [15],[20] A 0.39% 0.39% A Investment, Identifier [Axis]: KWOR Acquisition, Inc. 1 A A A A Variable interest rate [3],[11] A A 5.25% Interest Rate [3],[11] A A A 10.71% Par Amount [3],[11] A A A \$ 5,333 Cost [3],[11] A A 5,250 Fair Value [3],[11] A A A \$ 5,257 Percentage of Net Assets [3],[11] A A A 0.31% Unfunded Commitment A A A \$ 3,473 Fair Value A A A (50) Investment, Identifier [Axis]: KWOR Acquisition, Inc. 2 A A A A Variable interest rate [3],[11],[13] A A 5.

À Á 5.75% Interest Rate [3],[13],[19] À Á 11.11% Par Amount [3],[13],[19] À Á \$ 1,000 Cost [3],[13],[19] À Á 938 Fair Value [3],[13],[19] À Á \$ 963 Percentage of Net Assets [3],[13],[19] À Á 0.06% Investment, Identifier [Axis]: LegitScript, LLC, First Lien Debt 1 À Á À Á Variable interest rate [15],[20] À 5.75% 5.75% À Interest Rate [15],[16],[20] À 11.09% 11.09% À Par Amount [9],[15],[20] À \$ 26,434 À Á Cost [15],[20] À 26,026 À Á Fair Value [15],[20] À \$ 26,434 À Á Percentage of Net Assets [15],[20] À 1.42% 1.42% À Investment, Identifier [Axis]: LegitScript, LLC, First Lien Debt 2 À Á À Á Variable interest rate [15],[20] À 5.75% 5.75% À Interest Rate [15],[16],[20] À 11.09% 11.09% À Par Amount [9],[15],[20] À \$ 699 À Á Cost [15],[20] À 688 À Á Fair Value [15],[20] À \$ 699 À Á Percentage of Net Assets [15],[20] À 0.04% 0.04% À Investment, Identifier [Axis]: LegitScript, LLC, First Lien Debt 3 À Á À Á Variable interest rate [15],[17],[20] À 5.75% 5.75% À Interest Rate [15],[16],[17],[20] À 11.09% 11.09% À Par Amount [9],[15],[17],[20] À \$ 1,000 À Á Cost [15],[17],[20] À 945 À Á Fair Value [15],[17],[20] À \$ 1,000 À Á Percentage of Net Assets [15],[17],[20] À 0.05% 0.05% À Investment, Identifier [Axis]: LegitScript, LLC, Revolver À Á À Á Unfunded Commitment À \$ 3,167 À Á Fair Value À \$ 0 À Á Investment, Identifier [Axis]: Lightspeed Buyer, Inc. 1 À Á À Á Variable interest rate [3],[11],[18],[26] À Á À 5.25% Interest Rate [3],[11],[18],[26] À Á À 10.71% Par Amount [3],[11],[18],[26] À Á À \$ 12,540 Cost [3],[11],[18],[26] À Á À 12,381 Fair Value [3],[11],[18],[26] À Á À 12,429 Percentage of Net Assets [3],[11],[18],[26] À Á À 0.72% Investment, Identifier [Axis]: Lightspeed Buyer, Inc. 2 À Á À Á Variable interest rate [3],[11],[26] À Á À 5.25% Interest Rate [3],[11],[26] À Á À 10.71% Par Amount [3],[11],[26] À Á À \$ 9,911 Cost [3],[11],[26] À Á À 9,774 Fair Value [3],[11],[26] À Á À \$ 9,823 Percentage of Net Assets [3],[11],[26] À Á À 0.57% Investment, Identifier [Axis]: Lightspeed Buyer, Inc., First Lien Debt 1 À Á À Á Variable interest rate [14],[15] À 5.25% 5.25% À Interest Rate [14],[15],[16] À 10.70% 10.70% À Par Amount [9],[14],[15] À \$ 11,837 À Á Cost [14],[15] À 11,719 À Á Fair Value [14],[15] À \$ 11,837 À Á Percentage of Net Assets [14],[15] À 0.64% 0.64% À Investment, Identifier [Axis]: Lightspeed Buyer, Inc., First Lien Debt 2 À Á À Á Variable interest rate [14],[15] À 5.25% 5.25% À Interest Rate [14],[15],[16] À 10.70% 10.70% À Par Amount [9],[14],[15] À \$ 9,860 À Á Cost [14],[15] À 9,754 À Á Fair Value [14],[15] À \$ 9,860 À Á Percentage of Net Assets [14],[15] À 0.53% 0.53% À Investment, Identifier [Axis]: Lightspeed Solution, LLC À Á À Á Unfunded Commitment À Á À \$ 2,024 Fair Value À Á À \$ (36) Investment, Identifier [Axis]: Lightspeed Solution, LLC 1 À Á À Á Variable interest rate [3],[19] À Á À 6.50% Interest rate, PIK [3],[19] À Á À 2.17% Interest Rate [3],[19] À Á À 11.86% Par Amount [3],[19] À Á À \$ 7,881 Cost [3],[19] À Á À 7,768 Fair Value [3],[19] À Á À \$ 7,741 Percentage of Net Assets [3],[19] À Á À 0.45% Investment, Identifier [Axis]: Lightspeed Solution, LLC 2 À Á À Á Variable interest rate [3],[13],[19] À Á À 6.50% Interest rate, PIK [3],[13],[19] À Á À 2.17% Interest Rate [3],[13],[19] À Á À 11.86% Par Amount [3],[13],[19] À Á À \$ 423 Cost [3],[13],[19] À Á À 402 Fair Value [3],[13],[19] À Á À \$ 379 Percentage of Net Assets [3],[13],[19] À Á À 0.02% Investment, Identifier [Axis]: Lightspeed Solution, LLC, First Lien Debt 1 À Á À Á Variable interest rate [15],[20] À 6.50% 6.50% À Interest rate, PIK [15],[20] À 2.17% 2.17% À Interest Rate [15],[16],[20] À 11.85% 11.85% À Par Amount [9],[15],[20] À \$ 8,040 À Á Cost [15],[20] À 7,937 À Á Fair Value [15],[20] À \$ 8,040 À Á Percentage of Net Assets [15],[20] À 0.43% 0.43% À Investment, Identifier [Axis]: Lightspeed Solution, LLC, First Lien Debt 2 À Á À Á Variable interest rate [15],[20] À 6.50% 6.50% À Interest rate, PIK [15],[20] À 2.17% 2.17% À Interest Rate [15],[16],[20] À 11.85% 11.85% À Par Amount [9],[15],[20] À \$ 530 À Á Cost [15],[20] À 523 À Á Fair Value [15],[20] À \$ 530 À Á Percentage of Net Assets [15],[20] À 0.03% 0.03% À Investment, Identifier [Axis]: Long Term Care Group, Inc, First Lien Debt À Á À Á Variable interest rate [15],[20],[29] À 7.00% 7.00% À Interest rate, PIK [15],[20],[29] À 5.00% 5.00% À Interest Rate [15],[16],[20],[29] À 11.59% 11.59% À Par Amount [9],[15],[20],[29] À \$ 5,262 À Á Cost [15],[20],[29] À 5,199 À Á Fair Value [15],[20],[29] À \$ 4,453 À Á Percentage of Net Assets [15],[20],[29] À 0.24% 0.24% À Investment, Identifier [Axis]: Long Term Care Group, Inc. À Á À Á Variable interest rate [3],[19] À Á À 7.00% Interest rate, PIK [3],[19] À Á À 6.00% Interest Rate [3],[19] À Á À 12.66% Par Amount [3],[19] À Á À \$ 5,115 Cost [3],[19] À Á À 5,043 Fair Value [3],[19] À Á À \$ 4,235 Percentage of Net Assets [3],[19] À Á À 0.25% Investment, Identifier [Axis]: MHE Intermediate Holdings, LLC À Á À Á Unfunded Commitment À Á À \$ 2,500 Fair Value À Á À \$ (25) Investment, Identifier [Axis]: MHE Intermediate Holdings, LLC 1 À Á À Á Variable interest rate [3],[11],[18] À Á À 6.00% Interest Rate [3],[11],[18] À Á À 11.60% Par Amount [3],[11],[18] À Á À \$ 19,165 Cost [3],[11],[18] À Á À 18,905 Fair Value [3],[11],[18] À Á À \$ 18,990 Percentage of Net Assets [3],[11],[18] À Á À 1.10% Investment, Identifier [Axis]: MHE Intermediate Holdings, LLC 2 À Á À Á Variable interest rate [3],[11] À Á À 6.00% Interest Rate [3],[11] À Á À 11.60% Par Amount [3],[11] À Á À \$ 3,674 Cost [3],[11] À Á À 3,624 Fair Value [3],[11] À Á À \$ 3,636 Percentage of Net Assets [3],[11] À Á À 0.21% Investment, Identifier [Axis]: MHE Intermediate Holdings, LLC 3 À Á À Á Variable interest rate [3],[11],[13] À Á À 6.00% Interest Rate [3],[11],[13] À Á À 11.60% Par Amount [3],[11],[13] À Á À \$ 0 Cost [3],[11],[13] À Á À (30) Fair Value [3],[11],[13] À Á À \$ (25) Percentage of Net Assets [3],[11],[13] À Á À 0.00% Investment, Identifier [Axis]: MHE Intermediate Holdings, LLC, First Lien Debt 1 À Á À Á Variable interest rate [14],[15],[21] À 6.00% 6.00% À Interest Rate [14],[15],[16],[21] À 11.54% 11.54% À Par Amount [9],[14],[15],[21] À \$ 18,149 À Á Cost [14],[15],[21] À 17,931 À Á Fair Value [14],[15],[21] À \$ 18,149 À Á Percentage of Net Assets [14],[15],[21] À 0.97% 0.97% À Investment, Identifier [Axis]: MHE Intermediate Holdings, LLC, First Lien Debt 2 À Á À Á Variable interest rate [14],[15] À 6.00% 6.00% À Interest Rate [14],[15],[16] À 11.54% 11.54% À Par Amount [9],[14],[15] À \$ 3,655 À Á Cost [14],[15] À 3,611 À Á Fair Value [14],[15] À \$ 3,655 À Á Percentage of Net Assets [14],[15] À 0.20% 0.20% À Investment, Identifier [Axis]: MHE Intermediate Holdings, LLC, First Lien Debt 3 À Á À Á Variable interest rate [14],[15],[17] À 6.00% 6.00% À Interest Rate [14],[15],[16],[17] À 11.54% 11.54% À Par Amount [9],[14],[15],[17] À \$ 0 À Á Cost [14],[15],[17] À (25) À Á Fair Value [14],[15],[17] À \$ 0 À Á Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: MHE Intermediate Holdings, LLC, Revolver À Á À Á Unfunded Commitment À \$ 2,500 À Á Fair Value À 0 À Á Investment, Identifier [Axis]: MRI Software, LLC À Á À Á Unfunded Commitment À Á À \$ 3,167 Fair Value À Á À \$ (28) Investment, Identifier [Axis]: MRI Software, LLC 1 À Á À Á Variable interest rate [3],[11],[18] À Á À 5.50% Interest Rate [3],[11],[18] À Á À 10.90% Par Amount [3],[11],[18] À Á À \$ 59,262 Cost [3],[11],[18] À Á À 58,975 Fair Value [3],[11],[18] À Á À \$ 58,936 Percentage of Net Assets [3],[11],[18] À Á À 3.42% Unfunded Commitment À Á À \$ 74 Fair Value À Á À \$ 0 Investment, Identifier [Axis]: MRI Software, LLC 2 À Á À Á Variable interest rate [3],[11],[13] À Á À 5.50% Interest Rate [3],[11],[13] À Á À 10.90% Par Amount [3],[11],[13] À Á À \$ 0 Cost [3],[11],[13] À Á À 0 Fair Value [3],[11],[13] À Á À \$ 0 Percentage of Net Assets [3],[11],[13] À Á À 0.00% Unfunded Commitment À Á À \$ 2,252 Fair Value À Á À \$ (12) Investment, Identifier [Axis]: MRI Software, LLC 3 À Á À Á Variable interest rate [3],[11],[13] À Á À 5.50% Interest Rate [3],[11],[13] À Á À 10.90% Par Amount [3],[11],[13] À Á À \$ 0 Cost [3],[11],[13] À Á À (8) Fair Value [3],[11],[13] À Á À \$ (12) Percentage of Net Assets [3],[11],[13] À Á À 0.00% Investment, Identifier [Axis]: MRI Software, LLC, Delayed Draw Term Loan À Á À Á Unfunded Commitment À 61 À Á Fair Value À \$ 0 À Á Investment, Identifier [Axis]: MRI Software, LLC, First Lien Debt 1 À Á À Á Variable interest rate [14],[15],[21] À 5.50% 5.50% À Interest Rate [14],[15],[16],[21] À 10.94% 10.94% À Par Amount [9],[14],[15],[21] À \$ 58,955 À Á Cost [14],[15],[21] À 58,594 À Á Fair Value [14],[15],[21] À \$ 58,955 À Á Percentage of Net Assets [14],[15],[21] À 3.17% 3.17% À Investment, Identifier [Axis]: MRI Software, LLC, First Lien Debt 2 À Á À Á Variable interest rate [14],[15],[17] À 5.50% 5.50% À Interest Rate [14],[15],[16],[17] À 10.94% 10.94% À Par Amount [9],[14],[15],[17] À \$ 14 À Á Cost [14],[15],[17] À 13 À Á Fair Value [14],[15],[17] À \$ 14 À Á Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: MRI Software, LLC, First Lien Debt 3 À Á À Á Variable interest rate [14],[15],[17] À 5.50% 5.50% À Interest Rate [14],[15],[16],[17] À 10.94% 10.94% À Par Amount [9],[14],[15],[17] À \$ 0 À Á Cost [14],[15],[17] À (9) À Á Fair Value [14],[15],[17] À \$ 0 À Á Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: MRI Software, LLC, Revolver À Á À Á Unfunded Commitment À 2,252 À Á Fair Value À 0 À Á Investment, Identifier [Axis]: Magneto Components Buyco, LLC 1 À Á À Á Variable interest rate [3],[18],[19] À Á À 6.00% Interest Rate [3],[18],[19] À Á À 11.36% Par Amount [3],[18],[19] À Á À \$ 15,302 Cost [3],[18],[19] À Á À 15,024 Fair Value [3],[18],[19] À Á À \$ 15,024 Percentage of Net Assets [3],[18],[19] À Á À 0.87% Unfunded Commitment À Á À \$ 3,035 Fair Value À Á À \$ (28) Investment, Identifier [Axis]: Magneto Components Buyco, LLC 2 À Á À Á Variable interest rate [3],[13],[19] À Á À 6.00% Interest Rate [3],[13],[19] À Á À 11.36% Par Amount [3],[13],[19] À Á À \$ 0 Cost [3],[13],[19] À Á À (28) Fair Value [3],[13],[19] À Á À \$ (28) Percentage of Net Assets [3],[13],[19] À Á À 0.00% Unfunded Commitment À Á À \$ 2,529 Fair Value À Á À \$ (46) Investment, Identifier [Axis]: Magneto Components Buyco, LLC 3 À Á À Á Variable interest rate [3],[13],[19] À Á À 6.00% Interest Rate [3],[13],[19] À Á À 11.36% Par Amount [3],[13],[19] À Á À \$ 0 Cost [3],[13],[19] À Á À (46) Fair Value [3],[13],[19] À Á À \$ (46) Percentage of Net Assets [3],[13],[19] À Á À 0.00% Investment, Identifier [Axis]: Magneto Components Buyco, LLC, Delayed Draw Term Loan À Á À Á Unfunded Commitment À 3,035 À Á Fair Value À \$ (21) À Á Investment, Identifier [Axis]: Magneto Components Buyco, LLC, First Lien Debt 1 À Á À Á Variable interest rate [15],[20],[21] À 6.00% 6.00% À Interest Rate [15],[16],[20],[21] À 11.34% 11.34% À Par Amount [9],[15],[20],[21] À \$ 15,264 À Á Cost [15],[20],[21] À 15,000 À Á Fair Value [15],[20],[21] À \$ 15,157 À Á Percentage of Net Assets [15],[20],[21] À 0.81% 0.81% À Investment, Identifier [Axis]: Magneto Components Buyco, LLC, First Lien Debt 2 À Á À Á Variable interest rate [15],[17],[20] À 6.00% 6.00% À Interest Rate [15],[16],[17],[20] À 11.34% 11.34% À Par Amount [9],[15],[17],[20] À \$ 0 À Á Cost [15],[17],[20] À (25) À Á Fair Value [15],[17],[20] À \$ (21) À Á Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Magneto Components Buyco, LLC, First Lien Debt 3 À Á À Á Variable interest rate [15],[17],[20] À 6.00% 6.00% À Interest Rate [15],[16],[17],[20] À 11.34% 11.34% À Par Amount [9],[15],[17],[20] À \$ 0 À Á Cost [15],[17],[20] À (42) À Á Fair Value [15],[17],[20] À \$ (18) À Á Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Magneto Components Buyco, LLC, Revolver À Á À Á Unfunded Commitment À \$ 2,529 À Á Fair Value À \$ (18) À Á Investment, Identifier [Axis]: Magnolia Wash Holdings À Á À Á Unfunded Commitment À Á À \$ 71 Fair Value À Á À \$ (7) Investment, Identifier [Axis]: Magnolia Wash Holdings 1 À Á À Á Variable interest rate [3],[11] À Á À 6.50% Interest Rate [3],[11] À Á À 12.16% Par Amount [3],[11] À Á À \$ 3,263 Cost [3],[11] À Á À 3,210 Fair Value [3],[11] À Á À \$ 2,947 Percentage of Net Assets [3],[11] À Á À 0.17% Investment, Identifier [Axis]: Magnolia Wash Holdings 2 À Á À Á Variable interest rate [3],[11] À Á À 6.50% Interest Rate [3],[11] À Á À 12.16% Par Amount [3],[11] À Á À \$ 699 Cost [3],[11] À Á À 687 Fair Value [3],[11] À Á À \$ 631 Percentage of Net Assets [3],[11] À Á À 0.04% Investment, Identifier [Axis]: Magnolia Wash Holdings 3 À Á À Á Variable interest rate [3],[11],[13] À Á À 6.50% Interest Rate [3],[11],[13] À Á À 12.16% Par Amount [3],[11],[13] À Á À \$ 87 Cost [3],[11],[13] À Á À 85 Fair Value [3],[11],[13] À Á À \$ 72 Percentage of Net Assets [3],[11],[13] À Á À 0.00% Investment, Identifier [Axis]: Magnolia Wash Holdings, First Lien Debt 1 À Á À Á Variable interest rate [15],[19] À 6.50% 6.50% À Interest Rate [15],[16],[19] À 12.06% 12.06% À Par Amount [9],[15],[19] À \$ 3,263 À Á Cost [15],[19] À 3,214 À Á Fair Value [15],[19] À \$ 2,970 À Á Percentage of Net Assets [15],[19] À 0.16% 0.16% À Investment, Identifier [Axis]: Magnolia Wash Holdings, First Lien Debt 2 À Á À Á Variable interest rate [15],[19] À 6.50% 6.50% À Interest Rate [15],[16],[19] À 12.06% 12.06% À Par Amount [9],[15],[19] À \$ 695 À Á Cost [15],[19] À 685 À Á Fair Value [15],[19] À \$ 633 À Á Percentage of Net Assets [15],[19] À 0.03% 0.03% À Investment, Identifier [Axis]: Magnolia Wash Holdings, First Lien Debt 3 À Á À Á Variable interest rate [14],[15],[17] À 6.50% 6.50% À Interest Rate [14],[15],[16],[17] À 12.06% 12.06% À Par Amount [9],[14],[15],[17] À \$ 87 À Á Cost [14],[15],[17] À 85 À Á Fair Value [14],[15],[17] À \$ 73 À Á Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: Magnolia Wash Holdings, Revolver À Á À Á Unfunded Commitment À \$ 71 À Á Fair Value À \$ (6) À Á Investment, Identifier [Axis]: Majesco À Á À Á Unfunded Commitment À Á À \$ 1,575 Fair Value À Á À \$ (18) Investment, Identifier [Axis]: Majesco 1 À Á À Á Variable interest rate [3],[11],[18] À Á À 7.25% Interest Rate [3],[11],[18] À Á À 12.60% Par Amount [3],[11],[18] À Á À \$ 23,182 Cost [3],[11],[18] À Á À 22,792 Fair Value [3],[11],[18] À Á À \$ 22,920 Percentage of Net Assets [3],[11],[18] À Á À 1.33% Investment, Identifier [Axis]: Majesco 2 À Á À Á Variable interest rate [3],[11],[13] À Á À 7.25% Interest Rate [3],[11],[13] À Á À 12.60% Par Amount [3],[11],[13] À Á À \$ 0 Cost [3],[11],[13] À Á À (21) Fair Value [3],[11],[13] À Á À \$ (18) Percentage of Net Assets [3],[11],[13] À Á À 0.00% Investment, Identifier [Axis]: Majesco, First Lien Debt 1 À Á À Á Variable interest rate [14],[15],[21] À 4.75% 4.75% À Interest Rate [14],[15],[16],[21] À 10.99% 10.99% À Par Amount [9],[14],[15],[21] À \$ 33,730 À Á Cost [14],[15],[21] À 33,195 À Á Fair Value [14],[15],[21] À \$ 33,318 À Á Percentage of Net Assets [14],[15],[21] À 1.79% 1.79% À Investment, Identifier [Axis]: Majesco, First Lien Debt 2 À Á À Á Variable interest rate [14],[15],[17] À 4.75% 4.75% À Interest Rate [14],[15],[16],[17] À 10.99% 10.99% À Par Amount [9],[14],[15],[17] À \$ 0 À Á Cost [14],[15],[17] À (17) À Á Fair Value [14],[15],[17] À \$ (19) À Á Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: Majesco, Revolver À Á À Á Unfunded Commitment À \$ 1,575 À Á Fair Value À (19) À Á Investment, Identifier [Axis]: Mantech International CP 1 À Á À Á Variable interest rate [3],[19] À Á À 5.75% Interest Rate [3],[12],[19] À Á À 11.13% Par Amount [3],[19] À Á À \$ 355 Cost [3],[19] À Á À 349 Fair Value [3],[19] À Á À \$ 355 Percentage of Net Assets [3],[19] À Á À 0.02% Unfunded Commitment À Á À \$ 56 Fair Value À Á À \$ 0 Investment, Identifier [Axis]: Mantech International CP 2 À Á À Á Variable interest rate [3],[13],[19] À Á À 5.75% Interest Rate [3],[12],[13],[19] À Á À 11.13% Par Amount [3],[13],[19] À Á À \$ 31 Cost [3],[13],[19] À Á À 30 Fair Value [3],[13],[19] À Á À \$ 31 Percentage of Net Assets [3],[13],[19] À Á À 0.00% Unfunded Commitment À Á À \$ 53 Fair Value À Á À \$ 0 Investment, Identifier [Axis]: Mantech International CP 3 À Á À Á Variable interest rate [3],[13],[19] À Á À 5.75% Interest Rate [3],[12],[13],[19] À Á À 11.13% Par Amount [3],[13],[19] À Á À \$ 0 Cost [3],[13],[19] À Á À (1) Fair Value [3],[13],[19] À Á À \$ 0 Percentage of Net Assets [3],[13],[19] À Á À 0.00% Investment, Identifier [Axis]: Mantech International CP, Delayed Draw Term Loan À Á À Á Unfunded Commitment À 636 À Á Fair Value À \$ 0 À Á Investment, Identifier [Axis]: Mantech International CP, First Lien Debt 1 À Á À Á Variable interest rate [15],[20] À 5.00% 5.00% À Interest Rate [15],[16],[20] À 10.33% 10.33% À Par Amount [9],[15],[20] À \$ 3,867 À Á Cost [15],[20] À 3,863 À Á Fair Value [15],[20] À \$ 3,867 À Á Percentage of Net Assets [15],[20] À 0.21% 0.21% À Investment, Identifier [Axis]: Mantech International CP, First Lien Debt 2 À Á À Á Variable interest rate [15],[17],[20] À 5.00% 5.00% À Interest Rate [15],[16],[17],[20] À 10.33% 10.33% À Par Amount [9],[15],[17],[20] À \$ 348 À Á Cost [15],[17],[20] À 347 À Á Fair Value [15],[17],[20] À \$ 348 À Á Percentage of Net Assets [15],[17],[20] À 0.02% 0.02% À Investment, Identifier [Axis]: Mantech International CP, First Lien Debt 3 À Á À Á Variable interest rate [15],[17],[20] À 5.00% 5.00% À Interest Rate [15],[16],[17],[20] À 10.33% 10.33% À Par Amount [9],[15],[17],[20] À \$ 0 À Á Cost [15],[17],[20] À (1) À Á Fair Value [15],[17],[20] À \$ 0 À Á Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Mantech International CP, Revolver À Á À Á Unfunded Commitment À 507 À Á Fair Value À \$ 0 À Á Investment, Identifier [Axis]: Matrix Parent, Inc. 1 À Á À Á Variable interest rate [19] À Á À 5.00% Interest Rate [19] À Á À 10.35% Par Amount [19] À Á À \$ 499 Cost [19] À Á À 370 Fair Value [19] À Á À \$ 339 Percentage of Net Assets [19] À Á À 0.02% Investment, Identifier [Axis]: Matrix Parent, Inc. 2 À Á À Á Variable interest rate [1],[2],[3] À Á À 8.00% Interest Rate [1],[2],[3] À Á À 13.53% Cost [1],[2],[3] À Á À \$ 10,505 Fair Value [1],[2],[3] À Á À \$ 5,733 Percentage of Net Assets [1],[2],[3] À Á À 0.33% Investment, Identifier [Axis]: Matrix Parent, Inc., First Lien Debt À Á À Á Variable interest rate [15],[20],[30] À 5.00% 5.00% À Interest Rate [15],[16],[20],[30] À 10.26% 10.26% À Par Amount [9],[15],[20],[30] À \$ 507 À Á Cost [15],[20],[30] À 368 À Á Fair Value [15],[20],[30] À \$ 172 À Á Percentage of Net Assets [15],[20],[30] À 0.01% 0.01% À Investment, Identifier [Axis]: Matrix Parent, Inc., Second Lien Debt À Á À Á Variable interest rate [15],[25],[30] À 8.00% 8.00% À Interest Rate [15],[16],[25],[30] À 13.26% 13.26% À Par Amount [9],[15],[25],[30] À \$ 10,880 À Á Cost [15],[25],[30] À 10,505 À Á Fair Value [15],[25],[30] À \$ 0 À Á Percentage of Net Assets [15],[25],[30] À 0.00% 0.00% À Investment, Identifier [Axis]: Mobile Communications America, Inc. 1 À Á À Á Variable interest rate [3],[11],[18] À Á À 6.00% Interest Rate [3],[11],[18] À Á À 11.35% Par Amount [3],[11],[18] À Á À \$ 5,955 Cost [3],[11],[18] À Á À 5,868 Fair Value [3],[11],[18] À Á À \$ 5,868 Percentage of Net Assets [3],[11],[18] À Á À 0.34% Unfunded Commitment À Á À \$ 1,921 Fair Value À Á À \$ (14) Investment, Identifier [Axis]: Mobile Communications America, Inc. 2 À Á À Á Variable interest rate [3],[11],[13] À Á À 6.00% Interest Rate [3],[11],[13] À Á À 11.35% Par Amount [3],[11],[13] À Á À \$ 0 Cost [3],[11],[13] À Á À (14) Fair Value [3],[11],[13] À Á À \$ (14) Percentage of Net Assets [3],[11],[13] À Á À 0.00% Unfunded Commitment À Á À \$ 960 Fair Value À Á À \$ (14) Investment, Identifier [Axis]: Mobile Communications America, Inc. 4 À Á À Á Variable interest rate [3],[11],[13] À Á À 6.00% Interest Rate [3],[11],[13] À Á À 11.35% Par Amount [3],[11],[13] À Á À \$ 0 Cost [3],[11],[13] À Á À (14) Fair Value [3],[11],[13] À Á À \$ (14) Percentage of Net Assets [3],[11],[13] À Á À 0.00% Unfunded Commitment À Á À \$ 1,825 À Á Fair Value À \$ 0 À Á Investment, Identifier [Axis]: Mobile Communications America, Inc., First Lien Debt 1 À Á À Á Variable interest rate [14],[15],[21] À 5.50% 5.50% À Interest Rate [14],[15],[16],[21] À 10.84% 10.84% À Par Amount [9],[14],[15],[21] À \$ 5,925 À Á Cost [14],[15],[21] À 5,844 À Á Fair Value [14],[15],[21] À \$ 5,925 À Á Percentage of Net Assets [14],[15],[21] À 0.32% 0.32% À Investment, Identifier [Axis]: Mobile Communications America, Inc., First Lien Debt 2 À Á À Á Variable interest rate [14],[15],[17] À 5.50% 5.50% À Interest Rate [14],[15],[16],[17] À 10.84% 10.84% À Par Amount [9],[14],[15],[17] À \$ 96 À Á Cost [14],[15],[17] À 83 À Á Fair Value [14],[15],[17] À \$ 96 À Á Percentage of Net Assets [14],[15],[17] À 0.01% 0.01% À Investment, Identifier [Axis]: Mobile Communications America, Inc., First Lien Debt 3 À Á À Á Variable interest rate [14],[15],[17] À 5.50% 5.50% À Interest Rate [14],[15],[16],[17] À 10.84% 10.84% À Par Amount [9],[14],[15],[17] À \$ 0 À Á Cost [14],[15],[17] À (13) À Á Fair Value [14],[15],[17] À \$ 0 À Á Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: Mobile Communications America, Inc., Revolver À Á À Á Unfunded Commitment À 960 À Á Fair Value À 0 À Á Investment, Identifier [Axis]: Model N, Inc., Delayed Draw Term Loan À Á À Á Unfunded Commitment À 3,683 À Á Fair Value À \$ (18) À Á Investment, Identifier [Axis]: Model N, Inc., First Lien Debt 1 À Á À Á Variable interest rate [15],[20] À 5.00% 5.00% À

Interest Rate [15],[16],[20] A 10.34% 10.34% A Par Amount [9],[15],[20] A \$ 14,017 A Cost [15],[20] A 13,877 A Fair Value [15],[20] A \$ 13,877 A Percentage of Net Assets [15],[20] A 0.75% 0.75% A Investment, Identifier [Axis]: Model N, Inc., First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.00% 5.00% A Interest Rate [15],[16],[17],[20] A 10.34% 10.34% A Par Amount [9],[15],[17],[20] A \$ 0 A Cost [15],[17],[20] A (18) A Fair Value [15],[17],[20] A \$ (18) A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: Model N, Inc., First Lien Debt 3 A A A Variable interest rate [15],[17],[20] A 5.00% 5.00% A Interest Rate [15],[16],[17],[20] A 10.34% 10.34% A Par Amount [9],[15],[17],[20] A \$ 0 A Cost [15],[17],[20] A (20) A Fair Value [15],[17],[20] A \$ (20) A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: Model N, Inc., Revolver A A A Unfunded Commitment A \$ 1,964 A Fair Value A \$ (20) A Investment, Identifier [Axis]: Montana Buyer, Inc. A A A Unfunded Commitment A A A \$ 400 Fair Value A A A \$ (3) Investment, Identifier [Axis]: Montana Buyer, Inc. 1 A A A A Variable interest rate [3],[19] A A A 5.75% Interest Rate [3],[19] A A A 11.11% Par Amount [3],[19] A A A \$ 4,089 Cost [3],[19] A A A 4,020 Fair Value [3],[19] A A A \$ 4,056 Percentage of Net Assets [3],[19] A A A 0.24% Investment, Identifier [Axis]: Montana Buyer, Inc. 2 A A A A Variable interest rate [3],[13] A A A 4.75% Interest Rate [3],[13] A A A 13.25% Par Amount [3],[13] A A A \$ 67 Cost [3],[13] A A A 60 Fair Value [3],[13] A A A \$ 63 Percentage of Net Assets [3],[13] A A A 0.00% Investment, Identifier [Axis]: Montana Buyer, Inc., First Lien Debt 1 A A A Variable interest rate [15],[20] A 5.75% 5.75% A Interest Rate [15],[16],[20] A 11.09% 11.09% A Par Amount [9],[15],[20] A \$ 4,069 A Cost [15],[20] A 4,004 A Fair Value [15],[20] A \$ 4,069 A Percentage of Net Assets [15],[20] A 0.22% 0.22% A Investment, Identifier [Axis]: Montana Buyer, Inc., First Lien Debt 2 A A A Variable interest rate [15],[17] A 4.75% 4.75% A Interest Rate [15],[16],[17] A 13.25% 13.25% A Par Amount [9],[15],[17] A \$ 27 A A Cost [15],[17] A 20 A Fair Value [15],[17] A \$ 27 A Percentage of Net Assets [15],[17] A 0.00% 0.00% A Investment, Identifier [Axis]: Montana Buyer, Inc., Revolver A A A Unfunded Commitment A \$ 440 A Fair Value A \$ 0 A Investment, Identifier [Axis]: Nellson Nutraceutical, Inc. A A A Variable interest rate [3],[11],[18] A A A 5.75% Interest Rate [3],[11],[18] A A A 11.30% Par Amount [3],[11],[18] A A A \$ 18,419 Cost [3],[11],[18] A A A 18,265 Fair Value [3],[11],[18] A A A \$ 18,329 Percentage of Net Assets [3],[11],[18] A A A 1.06% Investment, Identifier [Axis]: Nellson Nutraceutical, Inc., First Lien Debt A A A Variable interest rate [14],[15],[21] A 5.75% 5.75% A Interest Rate [14],[15],[16],[21] A 11.20% 11.20% A Par Amount [9],[14],[15],[21] A \$ 18,353 A Cost [14],[15],[21] A 18,236 A Fair Value [14],[15],[21] A \$ 18,353 A Percentage of Net Assets [14],[15],[21] A 0.99% 0.99% A Investment, Identifier [Axis]: Netwrix Corporation And Concept Searching, Inc. 1 A A A Variable interest rate [3],[19] A A A 5.00% Interest Rate [3],[19] A A A 10.39% Par Amount [3],[19] A A A \$ 5,489 Cost [3],[19] A A A 5,446 Fair Value [3],[19] A A A \$ 5,407 Percentage of Net Assets [3],[19] A A A 0.31% Unfunded Commitment A A A \$ 1,528 Fair Value A A A \$ (23) Investment, Identifier [Axis]: Netwrix Corporation And Concept Searching, Inc. 2 A A A Variable interest rate [3],[13],[19] A A A 5.00% Interest Rate [3],[13],[19] A A A 10.39% Par Amount [3],[13],[19] A A A \$ 0 Cost [3],[13],[19] A A A (7) Fair Value [3],[13],[19] A A A \$ (23) Percentage of Net Assets [3],[13],[19] A A A 0.00% Unfunded Commitment A A A \$ 431 Fair Value A A A \$ (6) Investment, Identifier [Axis]: Netwrix Corporation And Concept Searching, Inc. 3 A A A Variable interest rate [3],[13],[19] A A A 5.00% Interest Rate [3],[13],[19] A A A 10.39% Par Amount [3],[13],[19] A A A \$ 0 Cost [3],[13],[19] A A A (3) Fair Value [3],[13],[19] A A A \$ (6) Percentage of Net Assets [3],[13],[19] A A A 0.00% Investment, Identifier [Axis]: Netwrix Corporation And Concept Searching, Inc., First Lien Debt 1 A A A Variable interest rate [15],[20] A 5.00% 5.00% A Interest Rate [15],[16],[20] A 10.35% 10.35% A Par Amount [9],[15],[20] A \$ 6,936 A Cost [15],[20] A 6,884 A Fair Value [15],[20] A \$ 6,936 A Percentage of Net Assets [15],[20] A 0.37% 0.37% A Investment, Identifier [Axis]: Netwrix Corporation And Concept Searching, Inc., First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.00% 5.00% A Interest Rate [15],[16],[17],[20] A 10.35% 10.35% A Par Amount [9],[15],[17],[20] A \$ 0 A Cost [15],[17],[20] A (3) A Fair Value [15],[17],[20] A \$ 0 A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: Netwrix Corporation And Concept Searching, Inc., Revolver A A A Unfunded Commitment A \$ 431 A Fair Value A 0 A Investment, Identifier [Axis]: Oak Purchaser, Inc. 1 A A A Variable interest rate [3],[19] A A A 5.50% Interest Rate [3],[19] A A A \$ 2,792 Cost [3],[19] A A A 2,770 Fair Value [3],[19] A A A \$ 2,732 Percentage of Net Assets [3],[19] A A A 0.16% Unfunded Commitment A A A \$ 127 Fair Value A A A \$ (3) Investment, Identifier [Axis]: Oak Purchaser, Inc. 2 A A A Variable interest rate [3],[13],[19] A A A 5.50% Interest Rate [3],[13],[19] A A A 10.85% Par Amount [3],[13],[19] A A A \$ 1,735 Cost [3],[13],[19] A A A 1,721 Fair Value [3],[13],[19] A A A \$ 1,694 Percentage of Net Assets [3],[13],[19] A A A 0.10% Unfunded Commitment A A A \$ 372 Fair Value A A A (8) Investment, Identifier [Axis]: Oak Purchaser, Inc. 3 A A A Variable interest rate [3],[13],[19] A A A 5.50% Interest Rate [3],[13],[19] A A A 10.85% Par Amount [3],[13],[19] A A A \$ 0 Cost [3],[13],[19] A A A (3) Fair Value [3],[13],[19] A A A \$ (8) Percentage of Net Assets [3],[13],[19] A A A 0.00% Investment, Identifier [Axis]: Oak Purchaser, Inc., Delayed Draw Term Loan A A A Unfunded Commitment A 1,010 A Fair Value A \$ (12) A Investment, Identifier [Axis]: Oak Purchaser, Inc., First Lien Debt 1 A A A Variable interest rate [15],[20] A 5.50% 5.50% A Interest Rate [15],[16],[20] A 10.84% 10.84% A Par Amount [9],[15],[20] A \$ 3,336 A Cost [15],[20] A 3,306 A Fair Value [15],[20] A \$ 3,295 A Percentage of Net Assets [15],[20] A 0.18% 0.18% A Investment, Identifier [Axis]: Oak Purchaser, Inc., First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.50% 5.50% A Interest Rate [15],[16],[17],[20] A 10.84% 10.84% A Par Amount [9],[15],[17],[20] A \$ 1,861 A Cost [15],[17],[20] A 1,840 A Fair Value [15],[17],[20] A \$ 1,827 A Percentage of Net Assets [15],[17],[20] A 0.10% 0.10% A Investment, Identifier [Axis]: Oak Purchaser, Inc., First Lien Debt 3 A A A Variable interest rate [15],[17],[20] A 5.50% 5.50% A Interest Rate [15],[16],[17],[20] A 10.84% 10.84% A Par Amount [9],[15],[17],[20] A \$ 0 A Cost [15],[17],[20] A (2) A Fair Value [15],[17],[20] A \$ (5) A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: Oak Purchaser, Inc., Revolver A A A Unfunded Commitment A \$ 372 A Fair Value A (5) A Investment, Identifier [Axis]: Omni Intermediate Holdings, LLC 1 A A A Variable interest rate [3],[11] A A A 5.00% Interest Rate [3],[11],[12] A A \$ 10.54% Par Amount [3],[11] A A \$ 12,410 Cost [3],[11] A A 12,324 Fair Value [3],[11] A A \$ 11,824 Percentage of Net Assets [3],[11] A A A 0.69% Unfunded Commitment A A A \$ 138 Fair Value A A A (7) Investment, Identifier [Axis]: Omni Intermediate Holdings, LLC 2 A A A Variable interest rate [3],[11],[13] A A A 5.00% Interest Rate [3],[11],[12],[13] A A A 10.54% Par Amount [3],[11],[13] A A A \$ 1,263 Cost [3],[11],[13] A A A 1,247 Fair Value [3],[11],[13] A A A \$ 1,196 Percentage of Net Assets [3],[11],[13] A A A 0.07% Unfunded Commitment A A A \$ 233 Fair Value A A A (11) Investment, Identifier [Axis]: Omni Intermediate Holdings, LLC 3 A A A Variable interest rate [3],[11],[13] A A A 4.00% Interest Rate [3],[11],[12],[13] A A A 12.50% Par Amount [3],[11],[13] A A A \$ 832 Cost [3],[11],[13] A A A 826 Fair Value [3],[11],[13] A A A \$ 781 Percentage of Net Assets [3],[11],[13] A A A 0.05% Investment, Identifier [Axis]: Omni Intermediate Holdings, LLC 4 A A A Variable interest rate [3],[11] A A A 9.15% Interest Rate [3],[11] A A A 14.53% Par Amount [3],[11] A A A \$ 4,500 Cost [3],[11] A A A 4,393 Fair Value [3],[11] A A A \$ 4,223 Percentage of Net Assets [3],[11] A A A 0.25% Investment, Identifier [Axis]: Orion Group Holdco, LLC, Delayed Draw Term Loan A A A Unfunded Commitment A 3,473 A Fair Value A \$ (31) A Investment, Identifier [Axis]: PAI Holdco, Inc. A A A Variable interest rate [3],[11] A A A 7.50% Interest rate, PIK [3],[11] A A A 2.00% Interest Rate [3],[11] A A A 13.03% Par Amount [3],[11] A A A \$ 26,565 Cost [3],[11] A A A 26,053 Fair Value [3],[11] A A A \$ 24,823 Percentage of Net Assets [3],[11] A A A 1.44% Investment, Identifier [Axis]: PAI Holdco, Inc., Second Lien Debt A A A Variable interest rate [14],[15] A 7.50% 7.50% A Interest rate, PIK [14],[15] A 2.00% 2.00% A Interest Rate [14],[15],[16] A 12.98% 12.98% A Par Amount [9],[14],[15] A \$ 26,835 A Cost [14],[15] A 26,364 A Fair Value [14],[15] A \$ 24,261 A Percentage of Net Assets [14],[15] A 1.30% 1.30% A Investment, Identifier [Axis]: PCX Holding Corp. A A A Par Amount, Shares (in shares) / shares [3],[22] A A A 6,538 Cost [3],[22] A A A \$ 654 Fair Value [3],[22] A A A \$ 675 Percentage of Net Assets [3],[22] A A A 0.04% Unfunded Commitment A A A \$ 987 Fair Value A A A \$ (6) Investment, Identifier [Axis]: PCX Holding Corp. 1 A A A Variable interest rate [3],[11],[18] A A A 6.25% Interest Rate [3],[11],[12],[18] A A A 11.75% Par Amount [3],[11],[18] A A A \$ 18,047 Cost [3],[11],[18] A A A 17,936 Fair Value [3],[11],[18] A A A \$ 17,944 Percentage of Net Assets [3],[11],[18] A A A 1.04% Investment, Identifier [Axis]: PCX Holding Corp. 2 A A A Variable interest rate [3],[11] A A A 6.25% Interest Rate [3],[11],[12] A A A 11.75% Par Amount [3],[11] A A A \$ 18,172 Cost [3],[11] A A A 17,937 Fair Value [3],[11] A A A \$ 18,068 Percentage of Net Assets [3],[11] A A A 1.05% Investment, Identifier [Axis]: PCX Holding Corp. 3 A A A Variable interest rate [3],[11],[13] A A A 6.25% Interest Rate [3],[11],[12],[13] A A A 11.75% Par Amount [3],[11],[13] A A A \$ 864 Cost [3],[11],[13] A A A 854 Fair Value [3],[11],[13] A A A \$ 853 Percentage of Net Assets [3],[11],[13] A A A 0.05% Investment, Identifier [Axis]: PCX Holding Corp., Common Equity A A A Par Amount, Shares (in shares) / shares [9],[15],[23],[24] A 6,538 6,538 A Cost [15],[23],[24] A 654 A Fair Value [15],[23],[24] A 522 A Percentage of Net Assets [15],[23],[24] A 0.03% 0.03% A Investment, Identifier [Axis]: PCX Holding Corp., First Lien Debt 1 A A A Variable interest rate [14],[15],[21] A 6.25% 6.25% A Interest Rate [14],[15],[16],[21] A 11.74% 11.74% A Par Amount [9],[14],[15],[21] A \$ 17,954 A Cost [14],[15],[21] A 17,858 A Fair Value [14],[15],[21] A \$ 16,654 A Percentage of Net Assets [14],[15],[21] A 0.89% 0.89% A Investment, Identifier [Axis]: PCX Holding Corp., First Lien Debt 2 A A A Variable interest rate [14],[15] A 6.25% 6.25% A Interest Rate [14],[15],[16] A 11.74% 11.74% A Par Amount [9],[14],[15] A \$ 18,079 A Cost [14],[15] A 17,876 A Fair Value [14],[15] A \$ 16,770 A Percentage of Net Assets [14],[15] A 0.90% 0.90% A Investment, Identifier [Axis]: PCX Holding Corp., First Lien Debt 3 A A A Variable interest rate [14],[15],[17] A 6.25% 6.25% A Interest Rate [14],[15],[16],[17] A 11.74% 11.74% A Par Amount [9],[14],[15],[17] A \$ 1,542 A Cost [14],[15],[17] A 1,534 A Fair Value [14],[15],[17] A \$ 1,408 A Percentage of Net Assets [14],[15],[17] A 0.08% 0.08% A Investment, Identifier [Axis]: PCX Holding Corp., Revolver A A A Unfunded Commitment A \$ 308 A Fair Value A \$ (22) A Investment, Identifier [Axis]: PDFTron Systems, Inc. A A A Unfunded Commitment A A A \$ 3,850 Fair Value A A A \$ (62) Investment, Identifier [Axis]: PDFTron Systems, Inc. 1 A A A Variable interest rate [3],[11],[18],[26] A A A 5.50% Interest Rate [3],[11],[12],[18],[26] A A A 10.86% Par Amount [3],[11],[18],[26] A A A \$ 30,330 Cost [3],[11],[18],[26] A A A 29,694 Fair Value [3],[11],[18],[26] A A A \$ 29,550 Percentage of Net Assets [3],[11],[18],[26] A A A 1.72% Investment, Identifier [Axis]: PDFTron Systems, Inc. 2 A A A Variable interest rate [3],[11],[26] A A A 5.50% Interest Rate [3],[11],[12],[26] A A A 10.86% Par Amount [3],[11],[26] A A A \$ 9,727 Cost [3],[11],[26] A A A 9,595 Fair Value [3],[11],[26] A A A \$ 9,571 Percentage of Net Assets [3],[11],[26] A A A 0.56% Investment, Identifier [Axis]: PDFTron Systems, Inc. 3 A A A Variable interest rate [3],[11],[13],[26] A A A 5.50% Interest Rate [3],[11],[12],[13],[26] A A A 10.86% Par Amount [3],[11],[13],[26] A A A \$ 3,850 Cost [3],[11],[13],[26] A A A \$ 3,772 Fair Value [3],[11],[13],[26] A A A \$ 3,727 Percentage of Net Assets [3],[11],[13],[26] A A A 0.22% Investment, Identifier [Axis]: PDFTron Systems, Inc., First Lien Debt 1 A A A Variable interest rate [14],[15],[21],[27] A 5.50% 5.50% A Interest Rate [14],[15],[16],[21],[27] A 10.83% 10.83% A Par Amount [9],[14],[15],[21],[27] A \$ 29,876 A Cost [14],[15],[21],[27] A 29,582 A Fair Value [14],[15],[21],[27] A \$ 29,876 A Percentage of Net Assets [14],[15],[21],[27] A 1.60% 1.60% A Investment, Identifier [Axis]: PDFTron Systems, Inc., First Lien Debt 2 A A A Variable interest rate [14],[15],[27] A 5.50% 5.50% A Interest Rate [14],[15],[16],[27] A 10.83% 10.83% A Par Amount [9],[14],[15],[27] A \$ 9,678 A Cost [14],[15],[27] A 9,562 A Fair Value [14],[15],[27] A \$ 9,678 A Percentage of Net Assets [14],[15],[27] A 0.52% 0.52% A Investment, Identifier [Axis]: PDFTron Systems, Inc., First Lien Debt 3 A A A Variable interest rate [14],[15],[17],[27] A 5.50% 5.50% A Interest Rate [14],[15],[16],[17],[27] A 10.83% 10.83% A Par Amount [9],[14],[15],[17],[27] A \$ 0 A Cost [14],[15],[17],[27] A (63) A Fair Value [14],[15],[17],[27] A \$ 0 A Percentage of Net Assets [14],[15],[17],[27] A 0.00% 0.00% A Investment, Identifier [Axis]: PDFTron Systems, Inc., Revolver A A A Unfunded Commitment A \$ 7,700 A Fair Value A 0 A Investment, Identifier [Axis]: PDI TA Holdings, Inc., Delayed Draw Term Loan A A A Unfunded Commitment A 5,212 A Fair Value A \$ (3) A Investment, Identifier [Axis]: PDI TA Holdings, Inc., First Lien Debt 1 A A A Variable interest rate [15],[20] A 5.25% 5.25% A Interest Rate [15],[16],[20] A 10.83% 10.83% A Par Amount [9],[15],[20] A \$ 20,100 A Cost [15],[20] A 19,907 A Fair Value [15],[20] A \$ 20,090 A Percentage of Net Assets [15],[20] A 1.08% 1.08% A Investment, Identifier [Axis]: PDI TA Holdings, Inc., First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.25% 5.25% A Interest Rate [15],[16],[17],[20] A 10.83% 10.83% A Par Amount [9],[15],[17],[20] A \$ 2,408 A Cost [15],[17],[20] A 2,360 A Fair Value [15],[17],[20] A \$ 2,404 A Percentage of Net Assets [15],[17],[20] A 0.13% 0.13% A Investment, Identifier [Axis]: PDI TA Holdings, Inc., First Lien Debt 3 A A A Variable interest rate [15],[17],[20] A 5.25% 5.25% A Interest Rate [15],[16],[17],[20] A 10.83% 10.83% A Par Amount [9],[15],[17],[20] A \$ 0 A Cost [15],[17],[20] A (21) A Fair Value [15],[17],[20] A \$ (1) A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: PDI TA Holdings, Inc., Revolver A A A Unfunded Commitment A \$ 2,280 A Fair Value A (1) A Investment, Identifier [Axis]: PPV Intermediate Holdings LLC A A A Variable interest rate [3] A A A 5.75% Interest Rate [3] A A A 11.14% Par Amount [3] A A A \$ 4,357 Cost [3] A A A 4,198 Fair Value [3] A A A \$ 4,275 Percentage of Net Assets [3] A A A 0.25% Unfunded Commitment A A A \$ 15,090 Fair Value A A A (124) Investment, Identifier [Axis]: PPV Intermediate Holdings, LLC A A A Variable interest rate [3],[13] A A A 5.75% Interest Rate [3],[13] A A A 11.14% Par Amount [3],[13] A A A \$ 0 Cost [3],[13] A A A (71) Fair Value [3],[13] A A A \$ (124) Percentage of Net Assets [3],[13] A A A (0.01%) Investment, Identifier [Axis]: PPV Intermediate Holdings, LLC, Delayed Draw Term Loan A A A Unfunded Commitment A 7,545 A Fair Value A \$ 0 A Investment, Identifier [Axis]: PPV Intermediate Holdings, LLC, First Lien Debt 1 A A A Variable interest rate [15],[20] A 5.75% 5.75% A Interest Rate [15],[16],[20] A 11.10% 11.10% A Par Amount [9],[15],[20] A \$ 4,357 A Cost [15],[20] A 4,209 A Fair Value [15],[20] A \$ 4,344 A Percentage of Net Assets [15],[20] A 0.23% 0.23% A Investment, Identifier [Axis]: PPV Intermediate Holdings, LLC, First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.75% 5.75% A Interest Rate [15],[16],[17],[20] A 11.10% 11.10% A Par Amount [9],[15],[17],[20] A \$ 7,545 A Cost [15],[17],[20] A 7,443 A Fair Value [15],[17],[20] A \$ 7,545 A Percentage of Net Assets [15],[17],[20] A 0.41% 0.41% A Investment, Identifier [Axis]: PT Intermediate Holdings III, LLC 1 A A A Variable interest rate [3],[19] A A A 5.98% Interest Rate [3],[19] A A A 11.47% Par Amount [3],[19] A A A \$ 28,342 Cost [3],[19] A A A 28,128 Fair Value [3],[19] A A A \$ 27,257 Percentage of Net Assets [3],[19] A A A 1.58% Investment, Identifier [Axis]: PT Intermediate Holdings III, LLC 2 A A A Variable interest rate [3],[19] A A A 5.98% Interest Rate [3],[19] A A A 11.47% Par Amount [3],[19] A A A \$ 15,768 Cost [3],[19] A A A 15,646 Fair Value [3],[19] A A A \$ 15,164 Percentage of Net Assets [3],[19] A A A 0.88% Investment, Identifier [Axis]: PT Intermediate Holdings III, LLC, Delayed Draw Term Loan A A A Unfunded Commitment A 3,287 A Fair Value A \$ (5) A Investment, Identifier [Axis]: PT Intermediate Holdings III, LLC, First Lien Debt 1 A A A Variable interest rate [15],[20] A 5.00% 5.00% A Interest Rate, PIK [15],[20] A 1.75% 1.75% A Interest Rate [15],[16],[20] A 10.33% 10.33% A Par Amount [9],[15],[20] A \$ 40,872 A Cost [15],[20] A 40,490 A Fair Value [15],[20] A \$ 40,490 A Percentage of Net Assets [15],[20] A 2.17% 2.17% A Investment, Identifier [Axis]: PT Intermediate Holdings III, LLC, First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.00% 5.00% A Interest Rate, PIK [15],[17],[20] A 1.75% 1.75% A Interest Rate [15],[16],[17],[20] A 10.33% 10.33% A Par Amount [9],[15],[17],[20] A \$ 0 A Cost [15],[17],[20] A (5) A Fair Value [15],[17],[20] A \$ (5) A Percentage of Net Assets [15],[17],[20] A 0.00% 0.00% A Investment, Identifier [Axis]: Pareto Health Intermediate Holdings, Inc. 1 A A A Variable interest rate [3],[11],[26] A A A 6.50% Interest Rate [3],[11],[26] A A A 11.97% Par Amount [3],[11],[26] A A A \$ 6,745 Cost [3],[11],[26] A A A 6,619 Fair Value [3],[11],[26] A A A \$ 6,695 Percentage of Net Assets [3],[11],[26] A A A 0.39% Investment, Identifier [Axis]: Pareto Health Intermediate Holdings, Inc. 2 A A A Variable interest rate [3],[11],[13],[26] A A A 6.50% Interest Rate [15],[16],[30] 16.25% [15],[16],[30] 11.97% [3],[11],[13],[26] Par Amount [3],[11],[13],[26] A A A \$ 0 Cost [3],[11],[13],[26] A A A (14) Fair Value [3],[11],[13],[26] A A A \$ (6) Percentage of Net Assets [3],[11],[13],[26] A A A 0.00% Investment, Identifier [Axis]: Pareto Health Intermediate Holdings, Inc., First Lien Debt 1 A A A Variable interest rate [14],[15] A 6.25% 6.25% A Interest Rate [14],[15],[16] A 11.59% 11.59% A Par Amount [9],[14],[15] A \$ 6,712 A Cost [14],[15] A 6,592 A Fair Value [14],[15] A \$ 6,712 A Percentage of Net Assets [14],[15] A 0.36% 0.36% A Investment, Identifier [Axis]: Pareto Health Intermediate Holdings, Inc., First Lien Debt 2 A A A Variable interest rate [14],[15],[17] A 6.25% 6.25% A Interest Rate [14],[15],[16],[17] A 11.59% 11.59% A Par Amount [9],[14],[15],[17] A \$ 0 A Cost [14],[15],[17] A (13) A Fair Value [14],[15],[17] A \$ 0 A Percentage of Net Assets [14],[15],[17] A 0.00% 0.00% A Investment, Identifier [Axis]: Pareto Health Intermediate Holdings, Inc., Revolver A A A Unfunded Commitment A \$ 792 A Fair Value A \$ 0 A Investment, Identifier [Axis]: Patriot Growth Insurance Services, LLC A A A Unfunded Commitment A A A \$ 4,485 Fair Value A A A \$ (44) Investment, Identifier [Axis]: Patriot Growth Insurance Services, LLC 1 A A A Variable interest rate [3],[18],[19] A A A 5.50% Interest Rate [3],[18],[19] A A A 11.00% Par Amount [3],[18],[19] A A A \$ 62,358 Cost [3],[18],[19] A A A 61,419 Fair Value [3],[18],[19] A A A \$ 61,747 Percentage of Net Assets [3],[18],[19] A A A 3.59% Investment, Identifier [Axis]: Patriot Growth Insurance Services, LLC 2 A A A Variable interest rate [3],[13],[19] A A A 5.50% Interest Rate [3],[13],[19] A A A 11.00% Par Amount [3],[13],[19] A A A \$ 0 Cost [3],[13],[19] A A A (61) Fair Value [3],[13],[19] A A A \$ (44) Percentage of Net Assets [3],[13],[19] A A A 0.00% Investment, Identifier [Axis]: Patriot Growth Insurance Services, LLC, First Lien Debt 1 A A A Variable interest rate [15],[20],[21] A 5.50% 5.50% A Interest Rate [15],[16],[20],[21] A 10.99% 10.99% A Par Amount [9],[15],[20],[21] A \$ 62,040 A Cost [15],[20],[21] A 61,184 A Fair Value [15],[20],[21] A \$ 62,040 A Percentage of Net Assets [15],[20],[21] A 3.33% 3.33% A Investment, Identifier [Axis]: Patriot Growth Insurance Services, LLC, First Lien Debt 2 A A A Variable interest rate [15],[17],[20] A 5.50% 5.50% A Interest Rate [15],[16],[17],[20] A 10.99% 10.99% A Par Amount [9],[15],[17],[20] A \$ 0 A Cost [15],[17],

[20] Å (55) Å Å Fair Value [15],[17],[20] Å \$ 0 Å Percentage of Net Assets [15],[17],[20] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Patriot Growth Insurance Services, LLC, Revolver Å Å Å Unfunded Commitment Å \$ 4,485 Å Fair Value Å \$ 0 Å Å Investment, Identifier [Axis]: Performance Health & Wellness, First Lien Debt Å Å Å Variable interest rate [14], [15],[21] Å 5.75% 5.75% Å Interest Rate [14],[15],[16],[21] Å 11.11% 11.11% Å Par Amount [9],[14],[15],[21] Å \$ 9,397 Å Cost [14],[15],[21] Å 9,290 Å Fair Value [14],[15],[21] Å \$ 9,397 Å Percentage of Net Assets [14],[15],[21] Å 0.50% 0.50% Å Investment, Identifier [Axis]: Performance Health Holdings, Inc. Å Å Å Variable interest rate [3],[11],[18] Å Å 5.75% Interest Rate [3],[11],[18] Å Å 11.32% Par Amount [3],[11],[18] Å Å \$ 9,398 Cost [3],[11],[18] Å Å \$ 9,275 Fair Value [3],[11],[18] Å Å \$ 9,350 Percentage of Net Assets [3], [11],[18] Å Å 0.54% Investment, Identifier [Axis]: PerkinElmer U.S., LLC Å Å Å Variable interest rate [3],[11],[18] Å Å 6.75% Interest Rate [3],[11],[18] Å Å 12.00% Par Amount [3],[11],[18] Å Å Å 4,383 Cost [3],[11],[18] Å Å 4,268 Fair Value [3],[11],[18] Å Å Å 4,373 Percentage of Net Assets [3],[11],[18] Å Å 0.25% Investment, Identifier [Axis]: PerkinElmer U.S., LLC, Delayed Draw Term Loan Å Å Å Unfunded Commitment Å \$ 2,803 Å Fair Value Å \$ (20) Å Å Investment, Identifier [Axis]: PerkinElmer U.S., LLC, First Lien Debt 1 Å Å Å Variable interest rate [14],[15],[21] Å 5.00% 5.00% Å Interest Rate [14],[15],[16],[21] Å 10.34% 10.34% Å Par Amount [9],[14],[15],[21] Å \$ 4,363 Å Cost [14],[15],[21] Å 4,256 Å Fair Value [14],[15],[21] Å \$ 4,297 Å Percentage of Net Assets [14],[15],[21] Å 0.23% 0.23% Å Investment, Identifier [Axis]: PerkinElmer U.S., LLC, First Lien Debt 2 Å Å Å Variable interest rate [14],[15],[17] Å 5.00% 5.00% Å Interest Rate [14],[15],[16],[17] Å 10.34% 10.34% Å Par Amount [9],[14],[15],[17] Å \$ 0 Å Cost [14],[15],[17] Å (20) Å Å Fair Value [14],[15],[17] Å \$ (20) Å Å Percentage of Net Assets [14],[15],[17] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Pet Holdings, Inc. (Brightpet) Å Å Å Par Amount, Shares (in shares) | shares [3],[22] Å Å 17,543 Cost [3],[22] Å Å \$ 2,013 Fair Value [3],[22] Å Å \$ 1,762 Percentage of Net Assets [3],[22] Å Å 0.10% Investment, Identifier [Axis]: Pet Holdings, Inc. (Brightpet), Common Equity Å Å Å Par Amount, Shares (in shares) | shares [9],[15],[23],[24] Å 17,543 17,543 Å Cost [15],[23],[24] Å \$ 2,013 Å Fair Value [15],[23],[24] Å \$ 1,840 Å Percentage of Net Assets [15],[23],[24] Å 0.10% 0.10% Å Investment, Identifier [Axis]: Peter C. Foy & Associates Insurance Services, LLC 1 Å Å Å Variable interest rate [3], [18],[19] Å Å 6.00% Interest Rate [3],[18],[19] Å Å 11.47% Par Amount [3],[18],[19] Å Å \$ 20,205 Cost [3],[18],[19] Å Å 20,029 Fair Value [3],[18],[19] Å Å \$ 19,938 Percentage of Net Assets [3],[18],[19] Å Å 1.16% Unfunded Commitment Å \$ 1,695 Fair Value Å Å \$ (8) Investment, Identifier [Axis]: Peter C. Foy & Associates Insurance Services, LLC 2 Å Å Å Variable interest rate [3],[13],[19] Å Å 6.00% Interest Rate [3],[13],[19] Å Å 11.47% Par Amount [3],[13],[19] Å Å \$ 7,140 Cost [3],[13],[19] Å Å 7,060 Fair Value [3],[13],[19] Å Å \$ 7,033 Percentage of Net Assets [3],[13],[19] Å Å 0.41% Unfunded Commitment Å Å \$ 832 Fair Value Å Å \$ (12) Investment, Identifier [Axis]: Peter C. Foy & Associates Insurance Services, LLC 3 Å Å Å Variable interest rate [3],[13],[19] Å Å 6.00% Interest Rate [3],[13],[19] Å Å 11.47% Par Amount [3],[13],[19] Å Å \$ 0 Å Cost [3],[13],[19] Å Å (5) Fair Value [3],[13],[19] Å Å \$ (12) Percentage of Net Assets [3],[13],[19] Å Å 0.00% Investment, Identifier [Axis]: Peter C. Foy & Associates Insurance Services, LLC, Delayed Draw Term Loan Å Å Å Unfunded Commitment Å \$ 1,722 Å Fair Value Å \$ (10) Å Å Investment, Identifier [Axis]: Peter C. Foy & Associates Insurance Services, LLC, First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 5.50% 5.50% Å Interest Rate [15],[16],[20] Å 10.99% 10.99% Å Par Amount [9],[15],[20] Å \$ 20,101 Å Cost [15],[20] Å 19,941 Å Fair Value [15],[20] Å \$ 20,097 Å Percentage of Net Assets [15],[20] Å 1.08% 1.08% Å Investment, Identifier [Axis]: Peter C. Foy & Associates Insurance Services, LLC, First Lien Debt 2 Å Å Å Variable interest rate [15],[17],[20] Å 5.50% 5.50% Å Interest Rate [15],[16],[17],[20] Å 10.99% 10.99% Å Par Amount [9],[15],[17],[20] Å \$ 7,450 Å Cost [15],[17],[20] Å 7,379 Å Fair Value [15],[17],[20] Å \$ 7,438 Å Percentage of Net Assets [15],[17],[20] Å 0.40% 0.40% Å Investment, Identifier [Axis]: Peter C. Foy & Associates Insurance Services, LLC, First Lien Debt 3 Å Å Å Variable interest rate [15],[17],[20] Å 5.50% 5.50% Å Interest Rate [15],[16],[17],[20] Å 10.99% 10.99% Å Par Amount [9],[15],[17],[20] Å \$ 0 Å Cost [15],[17],[20] Å (5) Å Å Fair Value [15],[17],[20] Å \$ 0 Å Percentage of Net Assets [15],[17],[20] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Peter C. Foy & Associates Insurance Services, LLC, Revolver Å Å Å Unfunded Commitment Å \$ 832 Å Fair Value Å 0 Å Å Investment, Identifier [Axis]: Pound Bidco, Inc 2 Å Å Å Unfunded Commitment Å Å \$ 1,163 Fair Value Å Å 0 Å Investment, Identifier [Axis]: Pound Bidco, Inc. Å Å Å Unfunded Commitment Å Å 297 Fair Value Å Å \$ 0 Å Investment, Identifier [Axis]: Pound Bidco, Inc. 1 Å Å Å Variable interest rate [3],[11],[26] Å Å 6.50% Interest Rate [3],[11],[26] Å Å 11.96% Par Amount [3],[11],[26] Å Å \$ 10,832 Cost [3],[11],[26] Å Å 10,707 Fair Value [3],[11],[26] Å Å \$ 10,796 Percentage of Net Assets [3],[11],[26] Å Å 0.63% Investment, Identifier [Axis]: Pound Bidco, Inc. 2 Å Å Å Variable interest rate [3],[11],[13],[26] Å Å 6.50% Interest Rate [3], [11],[13],[26] Å Å 11.96% Par Amount [3],[11],[13],[26] Å Å \$ 0 Cost [3],[11],[13],[26] Å Å \$ 0 Fair Value [3],[11],[13],[26] Å Å \$ 0 Percentage of Net Assets [3],[11],[13],[26] Å Å 0.00% Investment, Identifier [Axis]: Pound Bidco, Inc. 3 Å Å Å Variable interest rate [3],[11],[13],[18],[26] Å Å 6.50% Interest Rate [3],[11],[13],[18],[26] Å Å 11.96% Par Amount [3],[11],[13],[18],[26] Å Å \$ 0 Cost [3],[11],[13],[18],[26] Å Å (10) Fair Value [3],[11],[13],[18],[26] Å Å \$ 0 Percentage of Net Assets [3],[11],[13],[18],[26] Å Å 0.00% Investment, Identifier [Axis]: Pound Bidco, Inc., Delayed Draw Term Loan Å Å Å Unfunded Commitment Å 2,023 Å Fair Value Å \$ 0 Å Investment, Identifier [Axis]: Pound Bidco, Inc., First Lien Debt 1 Å Å Å Variable interest rate [14],[15],[21],[27] Å 6.00% 6.00% Å Interest Rate [14],[15],[16],[21],[27] Å 11.34% 11.34% Å Par Amount [9],[14],[15],[21],[27] Å \$ 21,398 Å Cost [14],[15],[21],[27] Å 21,191 Å Fair Value [14],[15],[21],[27] Å \$ 21,398 Å Percentage of Net Assets [14],[15],[21],[27] Å 1.15% 1.15% Å Investment, Identifier [Axis]: Pound Bidco, Inc., First Lien Debt 2 Å Å Å Variable interest rate [14],[15],[17],[27] Å 6.00% 6.00% Å Interest Rate [14],[15],[16],[17],[27] Å 11.34% 11.34% Å Par Amount [9],[14],[15],[17],[27] Å \$ 135 Å Cost [14],[15],[17],[27] Å 135 Å Fair Value [14],[15],[17],[27] Å \$ 135 Å Percentage of Net Assets [14],[15],[17],[27] Å 0.01% 0.01% Å Investment, Identifier [Axis]: Pound Bidco, Inc., First Lien Debt 3 Å Å Å Variable interest rate [14],[15],[17],[21],[27] Å 6.00% 6.00% Å Interest Rate [14],[15],[16],[17],[21],[27] Å 11.34% 11.34% Å Par Amount [9],[14],[15],[17],[21],[27] Å \$ 0 Å Cost [14],[15],[17],[21],[27] Å (10) Å Fair Value [14],[15],[17],[21],[27] Å \$ 0 Å Percentage of Net Assets [14],[15],[17],[21],[27] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Pound Bidco, Inc., Revolver Å Å Å Unfunded Commitment Å \$ 1,163 Å Fair Value Å \$ 0 Å Å Investment, Identifier [Axis]: Pritchard Industries, Inc. Å Å Å Par Amount, Shares (in shares) | shares [3],[22] Å Å 1,700,000 Cost [3],[22] Å Å \$ 1,700 Fair Value [3],[22] Å Å \$ 1,785 Percentage of Net Assets [3],[22] Å Å 0.10% Investment, Identifier [Axis]: Pritchard Industries, LLC 1 Å Å Å Variable interest rate [3],[19] Å Å 5.50% Interest Rate [3],[19] Å Å 10.94% Par Amount [3],[19] Å Å \$ 25,274 Cost [3],[19] Å Å 24,925 Fair Value [3],[19] Å Å \$ 24,771 Percentage of Net Assets [3],[19] Å Å 1.44% Investment, Identifier [Axis]: Pritchard Industries, LLC 2 Å Å Å Variable interest rate [3],[19] Å Å 5.50% Interest Rate [3],[19] Å Å 10.94% Par Amount [3],[19] Å Å \$ 6,043 Cost [3],[19] Å Å 5,956 Fair Value [3],[19] Å Å \$ 5,922 Percentage of Net Assets [3],[19] Å Å 0.34% Investment, Identifier [Axis]: Pritchard Industries, LLC, Common Equity Å Å Å Par Amount, Shares (in shares) | shares [9],[15],[23],[24] Å 1,882,739 1,882,739 Å Cost [15],[23],[24] Å \$ 1,937 Å Fair Value [15],[23],[24] Å \$ 1,996 Å Percentage of Net Assets [15],[23],[24] Å 0.11% 0.11% Å Investment, Identifier [Axis]: Pritchard Industries, LLC, First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 5.50% 5.50% Å Interest Rate [15],[16],[20] Å 11.01% 11.01% Å Par Amount [9],[15],[20] Å \$ 25,145 Å Cost [15],[20] Å 24,837 Å Fair Value [15],[20] Å \$ 24,765 Å Percentage of Net Assets [15],[20] Å 1.33% 1.33% Å Investment, Identifier [Axis]: Pritchard Industries, LLC, First Lien Debt 2 Å Å Å Variable interest rate [15], [20] Å 5.50% 5.50% Å Interest Rate [15],[16],[20] Å 11.01% 11.01% Å Par Amount [9],[15],[20] Å \$ 6,012 Å Cost [15],[20] Å 5,935 Å Fair Value [15],[20] Å \$ 5,921 Å Percentage of Net Assets [15],[20] Å 0.32% 0.32% Å Investment, Identifier [Axis]: Procure Acquiom Financial, LLC (Procure Analytics) Å Å Å Par Amount, Shares (in shares) | shares [3],[22] Å Å 1,000,000 Cost [3],[22] Å Å \$ 1,000 Fair Value [3],[22] Å Å \$ 1,290 Percentage of Net Assets [3],[22] Å Å 0.07% Investment, Identifier [Axis]: Procure Acquiom Financial, LLC (Procure Analytics), Common Equity Å Å Å Par Amount, Shares (in shares) | shares [9],[15],[23],[24] Å 1,000,000 1,000,000 Å Cost [15],[23],[24] Å \$ 1,000 Å Fair Value [15],[23],[24] Å \$ 1,250 Å Percentage of Net Assets [15],[23],[24] Å 0.07% 0.07% Å Investment, Identifier [Axis]: Procure Acquireco, Inc. (Procure Analytics) 1 Å Å Å Variable interest rate [3],[19] Å Å 5.00% Interest Rate [3],[12],[19] Å Å 10.54% Par Amount [3],[19] Å Å \$ 3,889 Cost [3],[19] Å Å 3,829 Fair Value [3],[19] Å Å \$ 3,773 Percentage of Net Assets [3],[19] Å Å 0.22% Unfunded Commitment Å Å \$ 238 Fair Value Å Å \$ (7) Investment, Identifier [Axis]: Procure Acquireco, Inc. (Procure Analytics) 2 Å Å Å Variable interest rate [3],[19] Å Å 5.00% Interest Rate [3],[12],[19] Å Å 10.54% Par Amount [3],[19] Å Å \$ 192 Cost [3],[19] Å Å 189 Fair Value [3],[19] Å Å \$ 186 Percentage of Net Assets [3],[19] Å Å 0.01% Investment, Identifier [Axis]: Procure Acquireco, Inc. (Procure Analytics) 3 Å Å Å Variable interest rate [3],[13],[19] Å Å 5.00% Interest Rate [3],[12],[13],[19] Å Å 10.54% Par Amount [3],[13],[19] Å Å \$ 0 Cost [3],[13],[19] Å Å (3) Fair Value [3],[13],[19] Å Å \$ (7) Percentage of Net Assets [3],[13],[19] Å Å 0.00% Investment, Identifier [Axis]: Procure Acquireco, Inc. (Procure Analytics), First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 5.00% 5.00% Å Interest Rate [15],[16],[20] Å 10.50% 10.50% Å Par Amount [9],[15],[20] Å \$ 3,869 Å Cost [15],[20] Å 3,814 Å Fair Value [15],[20] Å \$ 3,869 Å Percentage of Net Assets [15],[20] Å 0.21% 0.21% Å Investment, Identifier [Axis]: Procure Acquireco, Inc. (Procure Analytics), First Lien Debt 2 Å Å Å Variable interest rate [15],[20] Å 5.00% 5.00% Å Interest Rate [15],[16],[20] Å 10.50% 10.50% Å Par Amount [9],[15],[20] Å \$ 191 Å Cost [15],[20] Å 188 Å Fair Value [15],[20] Å \$ 191 Å Percentage of Net Assets [15],[20] Å 0.01% 0.01% Å Investment, Identifier [Axis]: Procure Acquireco, Inc. (Procure Analytics), First Lien Debt 3 Å Å Å Variable interest rate [15],[17],[20] Å 5.00% 5.00% Å Interest Rate [15],[16],[17],[20] Å 10.50% 10.50% Å Par Amount [9],[15],[17],[20] Å \$ 0 Å Cost [15],[17],[20] Å (3) Å Å Fair Value [15],[17],[20] Å \$ 0 Å Percentage of Net Assets [15],[17],[20] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Procure Acquireco, Inc. (Procure Analytics), Revolver Å Å Å Unfunded Commitment Å 238 Å Fair Value Å \$ 0 Å Å Investment, Identifier [Axis]: Project Accelerate Parent, LLC, First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 5.25% 5.25% Å Interest Rate [15],[16],[20] Å 10.54% 10.54% Å Par Amount [9],[15],[20] Å \$ 8,750 Å Cost [15],[20] Å 8,666 Å Fair Value [15],[20] Å \$ 8,679 Å Percentage of Net Assets [15],[20] Å 0.47% 0.47% Å Investment, Identifier [Axis]: Project Accelerate Parent, LLC, First Lien Debt 2 Å Å Å Variable interest rate [15],[17],[20] Å 5.25% 5.25% Å Interest Rate [15], [16],[17],[20] Å 10.54% 10.54% Å Par Amount [9],[15],[17],[20] Å \$ 0 Å Cost [15],[17],[20] Å (12) Å Fair Value [15],[17],[20] Å (10) Å Percentage of Net Assets [15],[17],[20] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Project Accelerate Parent, LLC, Revolver Å Å Å Unfunded Commitment Å \$ 1,250 Å Fair Value Å \$ (10) Å Å Investment, Identifier [Axis]: Project Boost Purchaser, LLC 1 Å Å Å Variable interest rate [3],[19] Å Å 5.25% Interest Rate [3],[19] Å Å 10.64% Par Amount [3],[19] Å Å \$ 5,668 Cost [3],[19] Å Å 5,623 Fair Value [3],[19] Å Å \$ 5,662 Percentage of Net Assets [3],[19] Å Å 0.33% Unfunded Commitment Å Å \$ 589 Fair Value Å Å \$ (1) Investment, Identifier [Axis]: Project Boost Purchaser, LLC 2 Å Å Å Variable interest rate [3],[13],[19] Å Å 5.25% Interest Rate [3],[13],[19] Å Å 10.64% Par Amount [3],[13],[19] Å Å \$ 0 Cost [3],[13],[19] Å Å (4) Fair Value [3],[13],[19] Å Å \$ (1) Percentage of Net Assets [3],[13],[19] Å Å 0.00% Unfunded Commitment Å Å \$ 449 Fair Value Å Å \$ 0 Å Investment, Identifier [Axis]: Project Boost Purchaser, LLC 3 Å Å Å Variable interest rate [3],[13],[19] Å Å 5.25% Interest Rate [3],[13],[19] Å Å 10.64% Par Amount [3],[13],[19] Å Å \$ 0 Cost [3],[13],[19] Å Å (3) Fair Value [3],[13],[19] Å Å \$ 0 Percentage of Net Assets [3],[13],[19] Å Å 0.00% Investment, Identifier [Axis]: Project Boost Purchaser, LLC, First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 5.25% 5.25% Å Interest Rate [15],[16],[20] Å 10.60% 10.60% Å Par Amount [9],[15],[20] Å \$ 5,639 Å Cost [15],[20] Å 5,598 Å Fair Value [15],[20] Å \$ 5,639 Å Percentage of Net Assets [15],[20] Å 0.30% 0.30% Å Investment, Identifier [Axis]: Project Boost Purchaser, LLC, First Lien Debt 2 Å Å Å Variable interest rate [15],[17],[20] Å 5.25% 5.25% Å Interest Rate [15],[16],[17],[20] Å 10.60% 10.60% Å Par Amount [9],[15],[17],[20] Å \$ 52 Å Cost [15],[17],[20] Å 50 Å Fair Value [15],[17],[20] Å \$ 52 Å Percentage of Net Assets [15],[17],[20] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Project Boost Purchaser, LLC, Revolver Å Å Å Unfunded Commitment Å 397 Å Fair Value Å \$ 0 Å Å Investment, Identifier [Axis]: Project Leopard Holdings, Inc. Å Å Å Variable interest rate [3],[26] Å Å 5.25% Interest Rate [3],[26] Å Å 10.73% Par Amount [3],[26] Å Å \$ 6,217 Cost [3],[26] Å Å 5,849 Fair Value [3],[26] Å Å \$ 5,590 Percentage of Net Assets [3],[26] Å Å 0.32% Investment, Identifier [Axis]: Project Leopard Holdings, Inc., First Lien Debt Å Å Å Variable interest rate [25],[27] Å 5.25% 5.25% Å Interest Rate [16],[25],[27] Å 10.68% 10.68% Å Par Amount [9],[25],[27] Å \$ 6,186 Å Cost [25],[27] Å 5,844 Å Fair Value [25],[27] Å \$ 5,735 Å Percentage of Net Assets [25],[27] Å 0.31% 0.31% Å Investment, Identifier [Axis]: Project Potter Buyer, LLC, First Lien Debt 1 Å Å Å Variable interest rate [14],[15] Å 6.00% 6.00% Å Interest Rate [14],[15],[16] Å 11.32% 11.32% Å Par Amount [9],[14],[15] Å \$ 13,688 Å Cost [14],[15] Å 13,688 Å Fair Value [14],[15] Å \$ 13,688 Å Percentage of Net Assets [14],[15] Å 0.74% 0.74% Å Investment, Identifier [Axis]: Project Potter Buyer, LLC, First Lien Debt 2 Å Å Å Variable interest rate [14],[15],[17] Å 6.00% 6.00% Å Interest Rate [14],[15],[16],[17] Å 11.32% 11.32% Å Par Amount [9],[14],[15],[17] Å 440 Å Cost [14],[15],[17] Å 440 Å Fair Value [14],[15],[17] Å 440 Å Percentage of Net Assets [14],[15],[17] Å 0.02% 0.02% Å Investment, Identifier [Axis]: Project Potter Buyer, LLC, Revolver Å Å Å Unfunded Commitment Å 733 Å Fair Value Å 0 Å Å Investment, Identifier [Axis]: Promptcare Infusion Buyer, Inc, Delayed Draw Term Loan Å Å Å Unfunded Commitment Å 1,389 Å Fair Value Å \$ (20) Å Å Investment, Identifier [Axis]: Promptcare Infusion Buyer, Inc, First Lien Debt Å Å Å Variable interest rate [14],[15],[17] Å 6.00% 6.00% Å Interest Rate [14],[15],[16],[17] Å 11.44% 11.44% Å Par Amount [9],[14],[15],[17] Å \$ 1,389 Å Cost [14],[15],[17] Å 1,349 Å Fair Value [14],[15],[17] Å \$ 1,349 Å Percentage of Net Assets [14],[15],[17] Å 0.07% 0.07% Å Investment, Identifier [Axis]: Promptcare Infusion Buyer, Inc. 1 Å Å Å Variable interest rate [3],[11],[26] Å Å 6.00% Interest Rate [3],[11],[26] Å Å 11.46% Par Amount [3],[11],[26] Å Å \$ 8,981 Cost [3],[11],[26] Å Å 8,860 Fair Value [3],[11],[26] Å Å \$ 8,865 Percentage of Net Assets [3],[11],[26] Å Å 0.52% Investment, Identifier [Axis]: Promptcare Infusion Buyer, Inc. 2 Å Å Å Variable interest rate [3],[11],[26] Å Å 6.00% Interest Rate [3],[11],[26] Å Å 11.46% Par Amount [3],[11],[26] Å Å \$ 1,399 Cost [3],[11],[26] Å Å 1,385 Fair Value [3],[11],[26] Å Å \$ 1,381 Percentage of Net Assets [3],[11],[26] Å Å 0.08% Investment, Identifier [Axis]: Promptcare Infusion Buyer, Inc., First Lien Debt 1 Å Å Å Variable interest rate [14],[15] Å 6.00% 6.00% Å Interest Rate [14],[15],[16] Å 11.44% 11.44% Å Par Amount [9],[14],[15] Å \$ 8,935 Å Cost [14],[15] Å 8,829 Å Fair Value [14],[15] Å \$ 8,888 Å Percentage of Net Assets [14],[15] Å 0.48% 0.48% Å Investment, Identifier [Axis]: Promptcare Infusion Buyer, Inc., First Lien Debt 2 Å Å Å Variable interest rate [14],[15] Å 6.00% 6.00% Å Interest Rate [14],[15],[16] Å 11.44% 11.44% Å Par Amount [9],[14],[15] Å \$ 1,392 Å Cost [14],[15] Å 1,380 Å Fair Value [14],[15] Å \$ 1,384 Å Percentage of Net Assets [14],[15] Å 0.07% 0.07% Å Investment, Identifier [Axis]: Pye-Barker Fire & Safety, LLC, Delayed Draw Term Loan Å Å Å Unfunded Commitment Å 10,530 Å Fair Value Å \$ (52) Å Å Investment, Identifier [Axis]: Pye-Barker Fire & Safety, LLC, First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 4.50% 4.50% Å Interest Rate [15],[16],[20] Å 9.85% 9.85% Å Par Amount [9],[15],[20] Å \$ 26,325 Å Cost [15],[20] Å 26,325 Å Fair Value [15],[20] Å \$ 26,325 Å Percentage of Net Assets [15],[20] Å 1.41% 1.41% Å Investment, Identifier [Axis]: Pye-Barker Fire & Safety, LLC, First Lien Debt 2 Å Å Å Variable interest rate [15], [17],[20] Å 4.50% 4.50% Å Interest Rate [15],[16],[17],[20] Å 9.85% 9.85% Å Par Amount [9],[15],[17],[20] Å \$ 0 Å Cost [15],[17],[20] Å (52) Å Fair Value [15],[17],[20] Å (52) Å Percentage of Net Assets [15],[17],[20] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Pye-Barker Fire & Safety, LLC, First Lien Debt 3 Å Å Å Variable interest rate [15],[17],[20] Å 4.50% 4.50% Å Interest Rate [15],[16],[17],[20] Å 9.85% 9.85% Å Par Amount [9],[15],[17],[20] Å \$ 456 Å Cost [15],[17],[20] Å 420 Å Fair Value [15],[17],[20] Å 420 Å Percentage of Net Assets [15],[17],[20] Å 0.02% 0.02% Å Investment, Identifier [Axis]: Pye-Barker Fire & Safety, LLC, Revolver Å Å Å Unfunded Commitment Å 3,189 Å Fair Value Å \$ (31) Å Å Investment, Identifier [Axis]: QBS Parent, Inc. Å Å Å Variable interest rate [3] Å Å 8.50% Interest Rate [3] Å Å 14.04% Par Amount [3] Å Å \$ 15,000 Cost [3] Å Å 14,853 Fair Value [3] Å Å \$ 14,400 Percentage of Net Assets [3] Å Å 0.84% Investment, Identifier [Axis]: QBS Parent, Inc., Second Lien Debt Å Å Å Variable interest rate [15] Å 8.50% 8.50% Å Interest Rate [15],[16] Å 13.99% 13.99% Å Par Amount [9],[15] Å \$ 15,000 Å Cost [15] Å 14,876 Å Fair Value [15] Å \$ 15,000 Å Percentage of Net Assets [15] Å 0.81% 0.81% Å Investment, Identifier [Axis]: RFS Opco LLC, First Lien Debt 1 Å Å Å Variable interest rate [15],[25] Å 5.00% 5.00% Å Interest Rate [15],[16],[25] Å 10.34% 10.34% Å Par Amount [9],[15],[25] Å \$ 14,500 Å Cost [15],[25] Å 14,359 Å Fair Value [15],[25] Å \$ 14,358 Å Percentage of Net Assets [15],[25] Å 0.77% 0.77% Å Investment, Identifier [Axis]: RFS Opco LLC, First Lien Debt 2 Å Å Å Variable interest rate [15],[17],[25] Å 4.00% 4.00% Å Interest Rate [15],[16],[17],[25] Å 9.34% 9.34% Å Par Amount [9],[15],[17],[25] Å \$ 0 Å Cost [15],[17],[25] Å (5) Å Fair Value [15],[17],[25] Å (5) Å Percentage of Net Assets [15],[17],[25] Å 0.00% 0.00% Å Investment, Identifier [Axis]: RFS Opco LLC, Revolver Å Å Å Unfunded Commitment Å 500 Å Fair Value Å (5) Å Å Investment, Identifier [Axis]: RSC Acquisition, Inc. Å Å Å Unfunded Commitment Å Å \$ 610 Fair Value Å Å \$ (5) Investment, Identifier [Axis]: RSC Acquisition, Inc. 1 Å Å Å Variable interest rate [3],[18],[19] Å Å 5.50% Interest Rate [3],[18],[19] Å Å 11.02% Par Amount [3],[18],[19] Å Å \$ 32,400 Cost [3],[18],[19] Å Å 31,989 Fair Value [3],[18],[19] Å Å \$ 32,125 Percentage of Net Assets [3],[18],[19] Å Å 1.87% Investment, Identifier [Axis]: RSC Acquisition, Inc. 2 Å Å Å Variable interest rate [3],[13],[19] Å Å 6.00% Interest Rate [3],[13],[19] Å Å 11.39% Par Amount [3],[13],[19] Å Å \$ 135 Cost [3],[13],[19] Å Å 124 Fair Value [3],[13],[19] Å Å \$ 128 Percentage of Net Assets [3],[13],[19] Å Å 0.01% Investment, Identifier [Axis]: RSC Acquisition, Inc., Delayed Draw Term Loan Å Å Å Unfunded Commitment Å 107 Å Fair Value Å \$ 0 Å Å Investment, Identifier [Axis]: RSC Acquisition, Inc., First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 5.50% 5.50% Å Interest Rate [15],[16],[20] Å 10.98%

10.98% Par Amount [9],[15],[20] Á \$ 32,296 Á Á Cost [15],[20] Á 31,917 Á Á Fair Value [15],[20] Á \$ 32,296 Á Á Percentage of Net Assets [15],[20] Á 1.73% 1.73% Á Investment, Identifier [Axis]: RSC Acquisition, Inc., First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.98% 10.98% Á Par Amount [9],[15],[17],[20] Á \$ 3,693 Á Á Cost [15],[17],[20] Á 3,668 Á Á Fair Value [15],[17],[20] Á \$ 3,693 Á Á Percentage of Net Assets [15],[17],[20] Á 0.20% 0.20% Á Investment, Identifier [Axis]: RSK Holdings, Inc. (Riskconnect) Á Á Á Variable interest rate [3],[19],[22] Á Á 10.50% Par Amount, Shares (in shares) | shares [3],[19],[22] Á Á 1,012,200 Cost [3],[19],[22] Á Á \$ 1,137 Fair Value [3],[19],[22] Á Á Á \$ 1,275 Percentage of Net Assets [3],[19],[22] Á Á Á 0.07% Investment, Identifier [Axis]: RSK Holdings, Inc. (Riskconnect), Preferred Equity Á Á Á Variable interest rate [15],[23] Á 10.50% 10.50% Á Par Amount, Shares (in shares) | shares [9],[15],[23] Á 1,012,200 1,012,200 Á Cost [15],[23] Á 1,324 Á Á Fair Value [15],[23] Á \$ 1,397 Á Á Percentage of Net Assets [15],[23] Á 0.08% 0.08% Á Investment, Identifier [Axis]: Randy's Holdings, Inc. 1 Á Á Á Á Variable interest rate [3],[11] Á Á Á 6.50% Interest Rate [3],[11],[12] Á Á Á 11.87% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (27) Fair Value [3],[11],[13] Á Á Á \$ (8) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Unfunded Commitment Á Á Á \$ 639 Fair Value Á Á Á \$ (2) Investment, Identifier [Axis]: Randy's Holdings, Inc. 3 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.50% Interest Rate [3],[11],[12],[13] Á Á Á 11.87% Par Amount [3],[11],[13] Á Á Á Á \$ 260 Cost [3],[11],[13] Á Á Á 238 Fair Value [3],[11],[13] Á Á Á \$ 257 Percentage of Net Assets [3],[11],[13] Á Á Á 0.01% Investment, Identifier [Axis]: Randy's Holdings, Inc., Delayed Draw Term Loan Á Á Á Unfunded Commitment Á Á \$ 1,834 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: Randy's Holdings, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 6.25% 6.25% Á Interest Rate [14],[15],[16] Á 11.54% 11.54% Á Par Amount [9],[14],[15] Á \$ 6,642 Á Á Cost [14],[15] Á 6,486 Á Á Fair Value [14],[15] Á \$ 6,642 Á Á Percentage of Net Assets [14],[15] Á 0.36% 0.36% Á Investment, Identifier [Axis]: Randy's Holdings, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[17] Á 11.54% 11.54% Á Par Amount [9],[14],[15],[17] Á \$ 413 Á Á Cost [14],[15],[17] Á 383 Á Á Fair Value [14],[15],[17] Á \$ 413 Á Á Percentage of Net Assets [14],[15],[17] Á 0.02% 0.02% Á Investment, Identifier [Axis]: Randy's Holdings, Inc., First Lien Debt 3 Á Á Á Á Variable interest rate [14],[15],[17] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[17] Á 11.54% 11.54% Á Par Amount [9],[14],[15],[17] Á \$ 169 Á Á Cost [14],[15],[17] Á 149 Á Á Fair Value [14],[15],[17] Á \$ 169 Á Á Percentage of Net Assets [14],[15],[17] Á 0.01% 0.01% Á Investment, Identifier [Axis]: Randy's Holdings, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 731 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: Raptor Merger Sub Debt, LLC Á Á Á Unfunded Commitment Á Á \$ 1,953 Fair Value Á Á Á \$ (2) Investment, Identifier [Axis]: Raptor Merger Sub Debt, LLC 1 Á Á Á Á Variable interest rate [3],[18] Á Á Á 6.75% Interest Rate [3],[18] Á Á Á 12.10% Par Amount [3],[18] Á Á Á \$ 32,233 Cost [3],[18] Á Á Á 31,399 Fair Value [3],[18] Á Á Á \$ 32,201 Percentage of Net Assets [3],[18] Á Á Á 1.87% Investment, Identifier [Axis]: Raptor Merger Sub Debt, LLC 2 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 6.75% Interest Rate [3],[13],[19] Á Á Á 12.10% Par Amount [3],[13],[19] Á Á Á Á \$ 488 Cost [3],[13],[19] Á Á Á 431 Fair Value [3],[13],[19] Á Á Á \$ 486 Percentage of Net Assets [3],[13],[19] Á Á Á 0.03% Investment, Identifier [Axis]: Raptor Merger Sub Debt, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20],[21] Á 5.50% 5.50% Á Interest Rate [15],[16],[20],[21] Á 10.84% 10.84% Á Par Amount [9],[15],[20],[21] Á \$ 32,070 Á Á Cost [15],[20],[21] Á 31,300 Á Á Fair Value [15],[20],[21] Á \$ 32,070 Á Á Percentage of Net Assets [15],[20],[21] Á 1.72% 1.72% Á Investment, Identifier [Axis]: Raptor Merger Sub Debt, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.84% 10.84% Á Par Amount [9],[15],[17],[20] Á \$ 570 Á Á Cost [15],[17],[20] Á 510 Á Á Fair Value [15],[17],[20] Á \$ 570 Á Á Percentage of Net Assets [15],[17],[20] Á 0.03% 0.03% Á Investment, Identifier [Axis]: Raptor Merger Sub Debt, LLC, Revolver Á Á Á Á Unfunded Commitment Á \$ 1,872 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: Recovery Point Systems, Inc. Á Á Á Á Par Amount, Shares (in shares) | shares [3],[22] Á Á Á 1,000,000 Cost [3],[22] Á Á Á \$ 1,000 Fair Value [3],[22] Á Á Á \$ 810 Percentage of Net Assets [3],[22] Á Á Á 0.05% Unfunded Commitment Á Á Á \$ 4,000 Fair Value Á Á Á \$ 0 Investment, Identifier [Axis]: Recovery Point Systems, Inc. 1 Á Á Á Á Variable interest rate [3],[11],[18] Á Á Á 6.50% Interest Rate [3],[11],[18] Á Á Á 11.07% Par Amount [3],[11],[18] Á Á Á Á \$ 40,635 Cost [3],[11],[18] Á Á Á 40,229 Fair Value [3],[11],[18] Á Á Á Á \$ 40,635 Percentage of Net Assets [3],[11],[18] Á Á Á 2.36% Investment, Identifier [Axis]: Recovery Point Systems, Inc. 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.50% Interest Rate [3],[11],[13] Á Á Á 11.07% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (35) Fair Value [3],[11],[13] Á Á Á \$ 0 Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Recovery Point Systems, Inc., Common Equity Á Á Á Á Par Amount, Shares (in shares) | shares [9],[15],[23],[24] Á 1,000,000 1,000,000 Á Cost [15],[23],[24] Á \$ 1,000 Á Á Fair Value [15],[23],[24] Á \$ 720 Á Á Percentage of Net Assets [15],[23],[24] Á 0.04% 0.04% Á Investment, Identifier [Axis]: Recovery Point Systems, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15],[21] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[21] Á 11.20% 11.20% Á Par Amount [9],[14],[15],[21] Á \$ 40,425 Á Á Cost [14],[15],[21] Á 40,090 Á Á Fair Value [14],[15],[21] Á \$ 40,425 Á Á Percentage of Net Assets [14],[15],[21] Á 2.17% 2.17% Á Investment, Identifier [Axis]: Recovery Point Systems, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[17] Á 11.20% 11.20% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Á Cost [14],[15],[17] Á (28) Á Á Fair Value [14],[15],[17] Á \$ 0 Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Recovery Point Systems, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 4,000 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: Red Dawn SEI Buyer, Inc. Á Á Á Á Variable interest rate [3],[11] Á Á Á 8.50% Interest Rate [3],[11] Á Á Á 13.86% Par Amount [3],[11] Á Á Á \$ 19,000 Cost [3],[11] Á Á Á 18,727 Fair Value [3],[11] Á Á Á \$ 18,945 Percentage of Net Assets [3],[11] Á Á Á 1.10% Investment, Identifier [Axis]: Red Dawn SEI Buyer, Inc., Second Lien Debt Á Á Á Á Variable interest rate [14],[15] Á 8.50% 8.50% Á Interest Rate [14],[15],[16] Á 13.94% 13.94% Á Par Amount [9],[14],[15] Á \$ 19,000 Á Á Cost [14],[15] Á 18,767 Á Á Fair Value [14],[15] Á \$ 19,000 Á Á Percentage of Net Assets [14],[15] Á 1.02% 1.02% Á Investment, Identifier [Axis]: Redwood Services Group, LLC Á Á Á Unfunded Commitment Á Á \$ 505 Fair Value Á Á Á \$ (12) Investment, Identifier [Axis]: Redwood Services Group, LLC 1 Á Á Á Á Variable interest rate [3],[19] Á Á Á 6.25% Interest Rate [3],[19] Á Á Á 11.70% Par Amount [3],[19] Á Á Á \$ 10,829 Cost [3],[19] Á Á Á 10,648 Fair Value [3],[19] Á Á Á \$ 10,563 Percentage of Net Assets [3],[19] Á Á Á 0.61% Investment, Identifier [Axis]: Redwood Services Group, LLC 2 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 6.25% Interest Rate [3],[13],[19] Á Á Á 11.70% Par Amount [3],[13],[19] Á Á Á \$ 5,706 Cost [3],[13],[19] Á Á Á \$ 5,645 Fair Value [3],[13],[19] Á Á Á \$ 5,553 Percentage of Net Assets [3],[13],[19] Á Á Á 0.32% Investment, Identifier [Axis]: Redwood Services Group, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á \$ 2,638 Á Á Fair Value Á \$ (23) Á Á Investment, Identifier [Axis]: Redwood Services Group, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 6.25% 6.25% Á Interest Rate [15],[16],[20] Á 11.69% 11.69% Á Par Amount [9],[15],[20] Á 10,774 Á Á Cost [15],[20] Á 10,673 Á Á Fair Value [15],[20] Á \$ 10,774 Á Á Percentage of Net Assets [15],[20] Á 0.58% 0.58% Á Investment, Identifier [Axis]: Redwood Services Group, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 6.25% 6.25% Á Interest Rate [15],[16],[17],[20] Á 11.69% 11.69% Á Par Amount [9],[15],[17],[20] Á \$ 6,389 Á Á Cost [15],[17],[20] Á 6,283 Á Á Fair Value [15],[17],[20] Á \$ 6,364 Á Á Percentage of Net Assets [15],[17],[20] Á 0.34% 0.34% Á Investment, Identifier [Axis]: Revalize, Inc. Á Á Á Á Variable interest rate [3],[11],[22] Á Á Á 10.00% Par Amount, Shares (in shares) | shares [3],[11],[22] Á Á Á 2,255 Cost [3],[11],[22] Á Á Á \$ 2,776 Fair Value [3],[11],[22] Á Á Á \$ 2,833 Percentage of Net Assets [3],[11],[22] Á Á Á 0.16% Unfunded Commitment Á Á Á \$ 53 Fair Value Á Á Á \$ (1) Investment, Identifier [Axis]: Revalize, Inc. 1 Á Á Á Á Variable interest rate [3],[11] Á Á Á 5.75% Interest Rate [3],[11] Á Á Á 11.21% Par Amount [3],[11] Á Á Á \$ 19,455 Cost [3],[11] Á Á Á 19,376 Fair Value [3],[11] Á Á Á \$ 19,503 Percentage of Net Assets [3],[11] Á Á Á 1.11% Investment, Identifier [Axis]: Revalize, Inc. 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[13] Á Á Á 11.21% Par Amount [3],[11],[13] Á Á Á \$ 18 Cost [3],[11],[13] Á Á Á 17 Fair Value [3],[11],[13] Á Á Á \$ 16 Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Revalize, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 5.75% 5.75% Á Interest Rate [14],[15],[16] Á 11.23% 11.23% Á Par Amount [9],[14],[15] Á \$ 19,356 Á Á Cost [14],[15] Á 19,292 Á Á Fair Value [14],[15] Á \$ 18,070 Á Á Percentage of Net Assets [14],[15] Á 0.97% 0.97% Á Investment, Identifier [Axis]: Revalize, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[17] Á 11.23% 11.23% Á Par Amount [9],[14],[15],[17] Á \$ 27 Á Á Cost [14],[15],[17] Á 26 Á Á Fair Value [14],[15],[17] Á \$ 22 Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Revalize, Inc., Preferred Equity Á Á Á Á Variable interest rate [15],[23] Á 10.00% 10.00% Á Par Amount, Shares (in shares) | shares [9],[15],[23] Á 2,255 2,255 Á Cost [15],[23] Á \$ 2,992 Á Á Fair Value [15],[23] Á \$ 2,892 Á Á Percentage of Net Assets [15],[23] Á 0.16% 0.16% Á Investment, Identifier [Axis]: Revalize, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 44 Á Á Fair Value Á \$ (3) Á Á Investment, Identifier [Axis]: Reveal Data Solutions Á Á Á Á Par Amount, Shares (in shares) | shares [3],[22] Á Á Á 477,846 Cost [3],[22] Á Á Á \$ 621 Fair Value [3],[22] Á Á Á \$ 621 Percentage of Net Assets [3],[22] Á Á Á 0.04% Investment, Identifier [Axis]: Reveal Data Solutions, Common Equity Á Á Á Á Par Amount, Shares (in shares) | shares [9],[15],[23],[24] Á 477,846 477,846 Á Cost [15],[23],[24] Á \$ 621 Á Á Fair Value [15],[23],[24] Á \$ 688 Á Á Percentage of Net Assets [15],[23],[24] Á 0.04% 0.04% Á Investment, Identifier [Axis]: Riskconnect Parent, LLC Á Á Á Unfunded Commitment Á Á \$ 558 Fair Value Á Á Á \$ (1) Investment, Identifier [Axis]: Riskconnect Parent, LLC 1 Á Á Á Á Variable interest rate [3],[19] Á Á Á 5.50% Interest Rate [3],[19] Á Á Á 11.00% Par Amount [3],[19] Á Á Á \$ 519 Cost [3],[19] Á Á Á 511 Fair Value [3],[19] Á Á Á \$ 518 Percentage of Net Assets [3],[19] Á Á Á 0.03% Investment, Identifier [Axis]: Riskconnect Parent, LLC 2 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 5.50% Interest Rate [3],[13],[19] Á Á Á 11.00% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (5) Fair Value [3],[13],[19] Á Á Á \$ (1) Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: Riskconnect Parent, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á \$ 1,264 Á Á Fair Value Á \$ (13) Á Á Investment, Identifier [Axis]: Riskconnect Parent, LLC, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[20] Á 10.84% 10.84% Á Par Amount [9],[15],[20] Á \$ 5,708 Á Á Cost [15],[20] Á 5,605 Á Á Fair Value [15],[20] Á \$ 5,650 Á Á Percentage of Net Assets [15],[20] Á 0.30% 0.30% Á Investment, Identifier [Axis]: Riskconnect Parent, LLC, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.84% 10.84% Á Par Amount [9],[15],[17],[20] Á \$ 4,208 Á Á Cost [15],[17],[20] Á 4,114 Á Á Fair Value [15],[17],[20] Á \$ 4,152 Á Á Percentage of Net Assets [15],[17],[20] Á 0.22% 0.22% Á Investment, Identifier [Axis]: Riskconnect Parent, LLC, First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.84% 10.84% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Á Cost [15],[17],[20] Á (17) Á Á Fair Value [15],[17],[20] Á \$ (9) Á Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Riskconnect Parent, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 915 Á Á Fair Value Á (9) Á Á Investment, Identifier [Axis]: RoadOne IntermodalLogistics 1 Á Á Á Á Variable interest rate [3],[11] Á Á Á 6.25% Interest Rate [3],[11],[12] Á Á Á 11.61% Par Amount [3],[11] Á Á Á \$ 1,655 Cost [3],[11] Á Á Á 1,612 Fair Value [3],[11] Á Á Á \$ 1,626 Percentage of Net Assets [3],[11] Á Á Á 0.09% Unfunded Commitment Á Á Á \$ 273 Fair Value Á Á Á \$ (5) Investment, Identifier [Axis]: RoadOne IntermodalLogistics 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.25% Interest Rate [3],[11],[12],[13] Á Á Á 11.61% Par Amount [3],[11],[13] Á Á Á \$ 152 Cost [3],[11],[13] Á Á Á 144 Fair Value [3],[11],[13] Á Á Á \$ 144 Percentage of Net Assets [3],[11],[13] Á Á Á 0.01% Unfunded Commitment Á Á Á \$ 309 Fair Value Á Á Á \$ (6) Investment, Identifier [Axis]: RoadOne IntermodalLogistics 3 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.25% Interest Rate [3],[11],[12],[13] Á Á Á 11.61% Par Amount [3],[11],[13] Á Á Á \$ 20 Cost [3],[11],[13] Á Á Á 12 Fair Value [3],[11],[13] Á Á Á \$ 14 Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: RoadOne IntermodalLogistics, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 273 Á Á Fair Value Á \$ (6) Á Á Investment, Identifier [Axis]: RoadOne IntermodalLogistics, First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 6.25% 6.25% Á Interest Rate [14],[15],[16] Á 11.59% 11.59% Á Par Amount [9],[14],[15] Á \$ 1,647 Á Á Cost [14],[15] Á 1,607 Á Á Fair Value [14],[15] Á \$ 1,612 Á Á Percentage of Net Assets [14],[15] Á 0.09% 0.09% Á Investment, Identifier [Axis]: RoadOne IntermodalLogistics, First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[17] Á 11.59% 11.59% Á Par Amount [9],[14],[15],[17] Á \$ 151 Á Á Cost [14],[15],[17] Á 144 Á Á Fair Value [14],[15],[17] Á \$ 142 Á Á Percentage of Net Assets [14],[15],[17] Á 0.01% 0.01% Á Investment, Identifier [Axis]: RoadOne IntermodalLogistics, First Lien Debt 3 Á Á Á Á Variable interest rate [14],[15],[17] Á 6.25% 6.25% Á Interest Rate [14],[15],[16],[17] Á 11.59% 11.59% Á Par Amount [9],[14],[15],[17] Á \$ 20 Á Á Cost [14],[15],[17] Á 13 Á Á Fair Value [14],[15],[17] Á \$ 13 Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: RoadOne IntermodalLogistics, Revolver Á Á Á Unfunded Commitment Á \$ 309 Á Á Fair Value Á \$ (6) Á Á Investment, Identifier [Axis]: SDB Holdco, LLC, Common Equity Á Á Á Á Par Amount, Shares (in shares) | shares [9],[15],[23],[24] Á 5,460,555 5,460,555 Á Cost [15],[23],[24] Á \$ 0 Á Á Fair Value [15],[23],[24] Á \$ 0 Á Á Percentage of Net Assets [15],[23],[24] Á 0.00% 0.00% Á Investment, Identifier [Axis]: SV Newco 2 Inc, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á \$ 14,319 Á Á Fair Value Á \$ (106) Á Á Investment, Identifier [Axis]: SV Newco 2 Inc, First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20],[27] Á 4.75% 4.75% Á Interest Rate [15],[16],[20],[27] Á 10.10% 10.10% Á Par Amount [9],[15],[20],[27] Á \$ 22,910 Á Á Cost [15],[20],[27] Á 22,569 Á Á Fair Value [15],[20],[27] Á \$ 22,569 Á Á Percentage of Net Assets [15],[20],[27] Á 1.21% 1.21% Á Investment, Identifier [Axis]: SV Newco 2 Inc, First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20],[27] Á 4.75% 4.75% Á Interest Rate [15],[16],[17],[20],[27] Á 10.10% 10.10% Á Par Amount [9],[15],[17],[20],[27] Á \$ 0 Á Á Cost [15],[17],[20],[27] Á (106) Á Á Fair Value [15],[17],[20],[27] Á \$ (106) Á Á Percentage of Net Assets [15],[17],[20],[27] Á (0.01% 0.01%) Á Investment, Identifier [Axis]: SV Newco 2 Inc, First Lien Debt 3 Á Á Á Á Variable interest rate [15],[17],[20],[27] Á 4.75% 4.75% Á Interest Rate [15],[16],[17],[20],[27] Á 10.10% 10.10% Á Par Amount [9],[15],[17],[20],[27] Á \$ 0 Á Á Cost [15],[17],[20],[27] Á (127) Á Á Fair Value [15],[17],[20],[27] Á \$ (127) Á Á Percentage of Net Assets [15],[17],[20],[27] Á (0.01%) Á Investment, Identifier [Axis]: SV Newco 2 Inc, Revolver Á Á Á Unfunded Commitment Á \$ 8,591 Á Á Fair Value Á \$ (127) Á Á Investment, Identifier [Axis]: Securonix, Inc. Á Á Á Á Unfunded Commitment Á Á Á \$ 3,782 Fair Value Á Á Á \$ (210) Investment, Identifier [Axis]: Securonix, Inc. 1 Á Á Á Á Variable interest rate [3],[19] Á Á Á 6.00% Interest Rate [3],[19] Á Á Á 11.41% Par Amount [3],[19] Á Á Á \$ 21,010 Cost [3],[19] Á Á Á 20,727 Fair Value [3],[19] Á Á Á \$ 19,846 Percentage of Net Assets [3],[19] Á Á Á 1.15% Investment, Identifier [Axis]: Securonix, Inc. 2 Á Á Á Á Variable interest rate [3],[13],[19] Á Á Á 6.00% Interest Rate [3],[13],[19] Á Á Á 11.41% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (47) Fair Value [3],[13],[19] Á Á Á \$ (210) Percentage of Net Assets [3],[13],[19] Á Á Á (0.01%) Investment, Identifier [Axis]: Securonix, Inc., First Lien Debt 1 Á Á Á Á Variable interest rate [15],[20] Á 7.00% 7.00% Á Interest Rate [15],[16],[20] Á 12.31% 12.31% Á Par Amount [9],[15],[20] Á \$ 21,010 Á Á Cost [15],[20] Á 20,754 Á Á Fair Value [15],[20] Á \$ 19,667 Á Á Percentage of Net Assets [15],[20] Á 1.06% 1.06% Á Investment, Identifier [Axis]: Securonix, Inc., First Lien Debt 2 Á Á Á Á Variable interest rate [15],[17],[20] Á 7.00% 7.00% Á Interest Rate [15],[16],[17],[20] Á 12.31% 12.31% Á Par Amount [9],[15],[17],[20] Á \$ 85 Á Á Cost [15],[17],[20] Á 44 Á Á Fair Value [15],[17],[20] Á \$ (157) Á Á Percentage of Net Assets [15],[17],[20] Á (0.01%) 0.01% Á Investment, Identifier [Axis]: Securonix, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 3,697 Á Á Fair Value Á (236) Á Á Investment, Identifier [Axis]: Shelby 2021 Holdings Corp., Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 9,424 Á Á Fair Value Á \$ (69) Á Á Investment, Identifier [Axis]: Shelby Co-invest, LP (Spectrum Automotive), Common Equity Á Á Á Á Par Amount, Shares (in shares) | shares [9],[15],[23],[24] Á 8,500 8,500 Á Cost [15],[23],[24] Á \$ 850 Á Á Fair Value [15],[23],[24] Á \$ 1,290 Á Á Percentage of Net Assets [15],[23],[24] Á 0.07% 0.07% Á Investment, Identifier [Axis]: Shelby Co-invest, LP. (Spectrum Automotive) Á Á Á Par Amount, Shares (in shares) | shares [3],[22] Á Á Á 8,500 Cost [3],[22] Á Á Á \$ 850 Fair Value [3],[22] Á Á Á \$ 1,316 Percentage of Net Assets [3],[22] Á Á Á 0.08% Investment, Identifier [Axis]: Sherlock Buyer Corp. 1 Á Á Á Á Variable interest rate [3],[11] Á Á Á 5.75% Interest Rate [3],[11],[12] Á Á Á 11.20% Par Amount [3],[11] Á Á Á \$ 10,930 Cost [3],[11] Á Á Á 10,782 Fair Value [3],[11] Á Á Á \$ 10,943 Percentage of Net Assets [3],[11] Á Á Á 0.64% Unfunded Commitment Á Á Á \$ 3,215 Fair Value Á Á Á \$ (2) Investment, Identifier [Axis]: Sherlock Buyer Corp. 2 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[12],[13] Á Á Á 11.20% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (23) Fair Value [3],[11],[13] Á Á Á \$ (2) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Unfunded Commitment Á Á Á \$ 1,286 Fair Value Á Á Á \$ (1) Investment, Identifier [Axis]: Sherlock Buyer Corp. 3 Á Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[12],[13] Á Á Á 11.20% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (17) Fair Value [3],[11],[13] Á Á Á \$ (1) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Sherlock Buyer Corp., First Lien Debt 1 Á Á Á Á Variable interest rate [14],[15] Á 5.75% 5.75% Á Interest Rate [14],[15],[16] Á 11.19% 11.19% Á Par Amount [9],[14],[15] Á \$ 10,894 Á Á Cost [14],[15] Á 10,740 Á Á Fair Value [14],[15] Á \$ 10,894 Á Á Percentage of Net Assets [14],[15] Á 0.59% 0.59% Á Investment, Identifier [Axis]: Sherlock Buyer Corp., First Lien Debt 2 Á Á Á Á Variable interest rate [14],[15],[17] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[17] Á 11.19% 11.19% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Á Cost [14],[15],[17] Á (15) Á Á Fair Value [14],[15],[17] Á \$ 0 Á Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Sherlock Buyer Corp., Revolver Á Á Á Unfunded Commitment Á \$ 1,286 Á Á Fair Value Á \$ 0 Á Á Investment, Identifier [Axis]: SitusAMC Holdings Corp. 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À À Variable interest rate [3] À À 5.50% Interest Rate [3] À À 10.95% Par Amount [3] À À \$ 3,337 Cost [3] À À 3,312 Fair Value [3] À À \$ 3,330 Percentage of Net Assets [3] À À 0.19% Investment, Identifier [Axis]: SitusAMC Holdings Corp., First Lien Debt À À À Variable interest rate [15],[20] À 5.50% 5.50% À Interest Rate [15],[16],[20] À 10.94% À Par Amount [9],[15],[20] À \$ 3,346 À Cost [15],[20] À 3,323 À Fair Value [15],[20] À \$ 3,346 À Percentage of Net Assets [15],[20] À 0.18% 0.18% À Investment, Identifier [Axis]: Skykick, Inc. À À À Par Amount, Shares (in shares) | shares [3],[22] À À 134,101 Cost [3],[22] À À \$ 1,275 Fair Value [3],[22] À À \$ 1,275 Percentage of Net Assets [3],[22] À À 0.07% Investment, Identifier [Axis]: Skykick, Inc. 1 À À À Variable interest rate [3],[11] À À 10.25% Interest rate, PIK [3],[11] À À 7.00% Interest Rate [3],[11] À À 15.91% Par Amount [3],[11] À À \$ 7,754 Cost [3],[11] À À 7,647 Fair Value [3],[11] À À \$ 7,181 Percentage of Net Assets [3],[11] À À 0.42% Investment, Identifier [Axis]: Skykick, Inc. 2 À À À Variable interest rate [3],[11] À À 10.25% Interest rate, PIK [3],[11] À À 7.00% Interest Rate [3],[11] À À 15.91% Par Amount [3],[11] À À \$ 2,470 Cost [3],[11] À À 2,426 Fair Value [3],[11] À À \$ 2,250 Percentage of Net Assets [3],[11] À À 0.13% Investment, Identifier [Axis]: Skykick, Inc., First Lien Debt 1 À À À Variable interest rate [14],[15] À 10.25% 10.25% À Interest rate, PIK [14],[15] À 7.00% 7.00% À Interest Rate [14],[15],[16] À 15.82% 15.82% À Par Amount [9],[14],[15] À \$ 8,592 À Cost [14],[15] À 8,497 À Fair Value [14],[15] À \$ 8,162 À Percentage of Net Assets [14],[15] À 0.44% 0.44% À Investment, Identifier [Axis]: Skykick, Inc., First Lien Debt 2 À À À Variable interest rate [14],[15] À 10.25% 10.25% À Interest rate, PIK [14],[15] À 7.00% 7.00% À Interest Rate [14],[15],[16] À 15.82% 15.82% À Par Amount [9],[14],[15] À \$ 2,568 À Cost [14],[15] À 2,529 À Fair Value [14],[15] À \$ 2,440 À Percentage of Net Assets [14],[15] À 0.13% 0.13% À Investment, Identifier [Axis]: Skykick, Inc., Preferred Equity À À À Par Amount, Shares (in shares) | shares [9],[15],[23],[24] À 134,101 134,101 À Cost [15],[23],[24] À \$ 1,275 À Fair Value [15],[23],[24] À \$ 1,275 À Percentage of Net Assets [15],[23],[24] À 0.07% 0.07% À Investment, Identifier [Axis]: Smarsh, Inc. 1 À À À Variable interest rate [3] À À 5.75% Interest Rate [3] À À 11.10% Par Amount [3] À À \$ 4,286 Cost [3] À À 4,217 Fair Value [3] À À \$ 4,213 Percentage of Net Assets [3] À À 0.24% Unfunded Commitment À À À \$ 536 Fair Value À À À (9) Investment, Identifier [Axis]: Smarsh, Inc. 2 À À À Variable interest rate [3],[13] À À 5.75% Interest Rate [3],[13] À À 11.10% Par Amount [3],[13] À À \$ 536 Cost [3],[13] À À 523 Fair Value [3],[13] À À \$ 518 Percentage of Net Assets [3],[13] À À 0.03% Unfunded Commitment À À À \$ 268 Fair Value À À À (5) Investment, Identifier [Axis]: Smarsh, Inc. 3 À À À Variable interest rate [3],[13] À À 5.75% Interest Rate [3],[13] À À 11.10% Par Amount [3],[13] À À \$ 0 Cost [3],[13] À À (4) Fair Value [3],[13] À À \$ (5) Percentage of Net Assets [3],[13] À À 0.00% Investment, Identifier [Axis]: Smarsh, Inc., Delayed Draw Term Loan À À À Unfunded Commitment À \$ 536 À Fair Value À \$ 0 À Investment, Identifier [Axis]: Smarsh, Inc., First Lien Debt 1 À À À Variable interest rate [15],[20] À 5.75% 5.75% À Interest Rate [15],[16],[20] À 11.09% 11.09% À Par Amount [9],[15],[20] À \$ 4,286 À Cost [15],[20] À 4,223 À Fair Value [15],[20] À \$ 4,286 À Percentage of Net Assets [15],[20] À 0.23% 0.23% À Investment, Identifier [Axis]: Smarsh, Inc., First Lien Debt 2 À À À Variable interest rate [15],[17],[20] À 5.75% 5.75% À Interest Rate [15],[16],[17],[20] À 11.09% 11.09% À Par Amount [9],[15],[17],[20] À \$ 536 À Cost [15],[17],[20] À 524 À Fair Value [15],[17],[20] À \$ 536 À Percentage of Net Assets [15],[17],[20] À 0.03% 0.03% À Investment, Identifier [Axis]: Smarsh, Inc., First Lien Debt 3 À À À Variable interest rate [15],[17],[20] À 5.75% 5.75% À Interest Rate [15],[16],[17],[20] À 11.09% 11.09% À Par Amount [9],[15],[17],[20] À \$ 128 À Cost [15],[17],[20] À 125 À Fair Value [15],[17],[20] À \$ 128 À Percentage of Net Assets [15],[17],[20] À 0.01% 0.01% À Investment, Identifier [Axis]: Smarsh, Inc., Revolver À À À Unfunded Commitment À \$ 139 À Fair Value À 0 À Investment, Identifier [Axis]: Sonny's Enterprises, LLC 1 À À À Variable interest rate [3],[11],[18] À À 6.75% Interest Rate [3],[11],[12],[18] À À 12.28% Par Amount [3],[11],[18] À À \$ 46,018 Cost [3],[11],[18] À À \$ 46,462 Fair Value [3],[11],[18] À À \$ 46,018 Percentage of Net Assets [3],[11],[18] À À 2.67% Investment, Identifier [Axis]: Sonny's Enterprises, LLC, Delayed Draw Term Loan À À À Unfunded Commitment À 1,415 À Fair Value À \$ (10) À Investment, Identifier [Axis]: Sonny's Enterprises, LLC, First Lien Debt 1 À À À Variable interest rate [14],[15],[21] À 5.25% 5.25% À Interest Rate [14],[15],[16],[21] À 10.73% 10.73% À Par Amount [9],[14],[15],[21] À \$ 45,783 À Cost [14],[15],[21] À 45,280 À Fair Value [14],[15],[21] À \$ 45,783 À Percentage of Net Assets [14],[15],[21] À 2.46% 2.46% À Investment, Identifier [Axis]: Sonny's Enterprises, LLC, First Lien Debt 2 À À À Variable interest rate [14],[15],[17] À 5.25% 5.25% À Interest Rate [14],[15],[16],[17] À 10.73% 10.73% À Par Amount [9],[14],[15],[17] À \$ 0 À Cost [14],[15],[17] À (1) À Fair Value [14],[15],[17] À \$ (11) À Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: Spectrio, LLC À À À Unfunded Commitment À À \$ 493 Fair Value À À À (25) Investment, Identifier [Axis]: Spectrio, LLC 1 À À À Variable interest rate [3],[11],[18] À À 6.00% Interest rate, PIK [3],[11],[18] À À 5.00% Interest Rate [3],[11],[18] À À 11.38% Par Amount [3],[11],[18] À À \$ 31,645 Cost [3],[11],[18] À À \$ 31,343 Fair Value [3],[11],[18] À À \$ 30,028 Percentage of Net Assets [3],[11],[18] À À 1.74% Investment, Identifier [Axis]: Spectrio, LLC 2 À À À Variable interest rate [3],[11] À À 6.00% Interest rate, PIK [3],[11] À À 5.00% Interest Rate [3],[11] À À 11.38% Par Amount [3],[11] À À \$ 12,765 Cost [3],[11] À À 12,725 Fair Value [3],[11] À À \$ 12,113 Percentage of Net Assets [3],[11] À À 0.70% Investment, Identifier [Axis]: Spectrio, LLC 3 À À À Variable interest rate [3],[11],[13] À À 6.00% Interest rate, PIK [3],[11],[13] À À 5.00% Interest Rate [3],[11],[13] À À 11.38% Par Amount [3],[11],[13] À À \$ 3,498 Cost [3],[11],[13] À À 3,460 Fair Value [3],[11],[13] À À \$ 3,294 Percentage of Net Assets [3],[11],[13] À À 0.19% Investment, Identifier [Axis]: Spectrio, LLC, First Lien Debt 1 À À À Variable interest rate [14],[15],[21] À 6.00% 6.00% À Interest Rate [14],[15],[16],[21] À 11.35% 11.35% À Par Amount [9],[14],[15],[21] À \$ 31,885 À Cost [14],[15],[21] À 31,630 À Fair Value [14],[15],[21] À \$ 30,278 À Percentage of Net Assets [14],[15],[21] À 1.63% 1.63% À Investment, Identifier [Axis]: Spectrio, LLC, First Lien Debt 2 À À À Variable interest rate [14],[15] À 6.00% 6.00% À Interest Rate [14],[15],[16] À 11.35% 11.35% À Par Amount [9],[14],[15] À \$ 12,862 À Cost [14],[15] À 12,828 À Fair Value [14],[15] À \$ 12,214 À Percentage of Net Assets [14],[15] À 0.66% 0.66% À Investment, Identifier [Axis]: Spectrio, LLC, First Lien Debt 3 À À À Variable interest rate [14],[15],[17] À 6.00% 6.00% À Interest Rate [14],[15],[16],[17] À 11.35% 11.35% À Par Amount [9],[14],[15],[17] À \$ 3,543 À Cost [14],[15],[17] À 3,511 À Fair Value [14],[15],[17] À \$ 3,339 À Percentage of Net Assets [14],[15],[17] À 0.18% 0.18% À Investment, Identifier [Axis]: Spectrio, LLC, Revolver À À À Unfunded Commitment À \$ 493 À Fair Value À (25) À Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp. 1 À À À Variable interest rate [3],[18],[19] À À 5.75% Interest Rate [3],[12],[18],[19] À À 11.22% Par Amount [3],[18],[19] À À \$ 23,410 Cost [3],[18],[19] À À 23,162 Fair Value [3],[18],[19] À À \$ 22,888 Percentage of Net Assets [3],[18],[19] À À 1.33% Unfunded Commitment À À \$ 1,154 Fair Value À À À (26) Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp. 2 À À À Variable interest rate [3],[13],[19] À À 5.75% Interest Rate [3],[12],[13],[19] À À 11.22% Par Amount [3],[13],[19] À À \$ 5,366 Cost [3],[13],[19] À À 5,301 Fair Value [3],[13],[19] À À \$ 5,220 Percentage of Net Assets [3],[13],[19] À À 0.30% Unfunded Commitment À À \$ 881 Fair Value À À À (20) Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp. 3 À À À Variable interest rate [3],[13],[19] À À 5.75% Interest Rate [3],[12],[13],[19] À À 11.22% Par Amount [3],[13],[19] À À \$ 0 Cost [3],[13],[19] À À (8) Fair Value [3],[13],[19] À À \$ (20) Percentage of Net Assets [3],[13],[19] À À 0.00% Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp., Delayed Draw Term Loan À À À Unfunded Commitment À 820 À Fair Value À \$ (7) À Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp., First Lien Debt 1 À À À Variable interest rate [15],[17] À 5.25% 5.25% À Interest Rate [15],[16],[17] À 10.59% 10.59% À Par Amount [9],[15],[17] À \$ 0 À Cost [15],[17] À (69) À Fair Value [15],[17] À \$ (69) À Percentage of Net Assets [15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp., First Lien Debt 2 À À À Variable interest rate [15],[20],[21] À 5.25% 5.25% À Interest Rate [15],[16],[20],[21] À 10.59% 10.59% À Par Amount [9],[15],[20],[21] À \$ 23,290 À Cost [15],[20],[21] À 23,065 À Fair Value [15],[20],[21] À \$ 23,092 À Percentage of Net Assets [15],[20],[21] À 1.24% 1.24% À Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp., First Lien Debt 3 À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.59% 10.59% À Par Amount [9],[15],[17],[20] À \$ 5,672 À Cost [15],[17],[20] À 5,611 À Fair Value [15],[17],[20] À \$ 5,617 À Percentage of Net Assets [15],[17],[20] À 0.30% 0.30% À Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp., First Lien Debt 4 À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.59% 10.59% À Par Amount [9],[15],[17],[20] À \$ 0 À Cost [15],[17],[20] À (7) À Fair Value [15],[17],[20] À \$ (8) À Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Spectrum Automotive Holdings Corp., Revolver À À À Unfunded Commitment À \$ 881 À Fair Value À \$ (7) À Investment, Identifier [Axis]: Spotless Brands, LLC À À À Unfunded Commitment À À \$ 114 Fair Value À À À (1) Investment, Identifier [Axis]: Spotless Brands, LLC 1 À À À Variable interest rate [3],[11] À À 6.50% Interest Rate [3],[11] À À 12.03% Par Amount [3],[11] À À \$ 4,503 Cost [3],[11] À À 4,429 Fair Value [3],[11] À À \$ 4,463 Percentage of Net Assets [3],[11] À À 0.26% Investment, Identifier [Axis]: Spotless Brands, LLC 2 À À À Variable interest rate [3],[11] À À 6.50% Interest Rate [3],[11] À À 12.03% Par Amount [3],[11] À À \$ 852 Cost [3],[11] À À 838 Fair Value [3],[11] À À \$ 845 Percentage of Net Assets [3],[11] À À 0.05% Investment, Identifier [Axis]: Spotless Brands, LLC 3 À À À Variable interest rate [3],[11],[13] À À 6.50% Interest Rate [3],[11],[13] À À 12.03% Par Amount [3],[11],[13] À À \$ 31 Cost [3],[11],[13] À À 29 Fair Value [3],[11],[13] À À \$ 30 Percentage of Net Assets [3],[11],[13] À À 0.00% Investment, Identifier [Axis]: Spotless Brands, LLC, First Lien Debt 1 À À À Variable interest rate [14],[15] À 6.50% 6.50% À Interest Rate [14],[15],[16] À 11.97% 11.97% À Par Amount [9],[14],[15] À \$ 4,480 À Cost [14],[15] À 4,413 À Fair Value [14],[15] À \$ 4,480 À Percentage of Net Assets [14],[15] À 0.24% 0.24% À Investment, Identifier [Axis]: Spotless Brands, LLC, First Lien Debt 2 À À À Variable interest rate [14],[15] À 6.50% 6.50% À Interest Rate [14],[15],[16] À 11.98% 11.98% À Par Amount [9],[14],[15] À \$ 848 À Cost [14],[15] À 836 À Fair Value [14],[15] À \$ 848 À Percentage of Net Assets [14],[15] À 0.05% 0.05% À Investment, Identifier [Axis]: Spotless Brands, LLC, First Lien Debt 3 À À À Variable interest rate [14],[15],[17] À 6.50% 6.50% À Interest Rate [14],[15],[16],[17] À 11.98% 11.98% À Par Amount [9],[14],[15],[17] À \$ 58 À Cost [14],[15],[17] À 56 À Fair Value [14],[15],[17] À \$ 58 À Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: Spotless Brands, LLC, Revolver À À À Unfunded Commitment À \$ 87 À Fair Value À 0 À Investment, Identifier [Axis]: Stepping Stones Healthcare Services, LLC 1 À À À Variable interest rate [3] À À 5.75% Interest Rate [3] À À 11.20% Par Amount [3] À À \$ 4,288 Cost [3] À À 4,237 Fair Value [3] À À \$ 4,227 Percentage of Net Assets [3] À À 0.25% Unfunded Commitment À À \$ 276 Fair Value À À À (4) Investment, Identifier [Axis]: Stepping Stones Healthcare Services, LLC 2 À À À Variable interest rate [3],[13] À À 5.75% Interest Rate [3],[13] À À 11.20% Par Amount [3],[13] À À \$ 965 Cost [3],[13] À À 952 Fair Value [3],[13] À À \$ 947 Percentage of Net Assets [3],[13] À À 0.06% Unfunded Commitment À À \$ 625 Fair Value À À À (9) Investment, Identifier [Axis]: Stepping Stones Healthcare Services, LLC 3 À À À Variable interest rate [3],[13] À À 5.75% Interest Rate [3],[13] À À 11.20% Par Amount [3],[13] À À \$ 0 Cost [3],[13] À À (6) Fair Value [3],[13] À À \$ (9) Percentage of Net Assets [3],[13] À À 0.00% Investment, Identifier [Axis]: Stepping Stones Healthcare Services, LLC, Delayed Draw Term Loan À À À Unfunded Commitment À 1,250 À Fair Value À \$ (9) À Investment, Identifier [Axis]: Stepping Stones Healthcare Services, LLC, First Lien Debt 1 À À À Variable interest rate [15],[20] À 5.00% 5.00% À Interest Rate [15],[16],[20] À 10.34% 10.34% À Par Amount [9],[15],[20] À \$ 4,277 À Cost [15],[20] À 4,231 À Fair Value [15],[20] À \$ 4,277 À Percentage of Net Assets [15],[20] À 0.23% 0.23% À Investment, Identifier [Axis]: Stepping Stones Healthcare Services, LLC, First Lien Debt 2 À À À Variable interest rate [15],[17],[20] À 5.00% 5.00% À Interest Rate [15],[16],[17],[20] À 10.34% 10.34% À Par Amount [9],[15],[17],[20] À \$ 960 À Cost [15],[17],[20] À 940 À Fair Value [15],[17],[20] À \$ 951 À Percentage of Net Assets [15],[17],[20] À 0.05% 0.05% À Investment, Identifier [Axis]: Stepping Stones Healthcare Services, LLC, First Lien Debt 3 À À À Variable interest rate [15],[17],[20] À 5.00% 5.00% À Interest Rate [15],[16],[17],[20] À 10.34% 10.34% À Par Amount [9],[15],[17],[20] À \$ 0 À Cost [15],[17],[20] À (5) À Fair Value [15],[17],[20] À \$ 0 À Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Stepping Stones Healthcare Services, LLC, Revolver À À À Unfunded Commitment À \$ 625 À Fair Value À 0 À Investment, Identifier [Axis]: Summit Acquisition Inc À À À Variable interest rate [3],[18],[19] À À 6.75% Interest Rate [3],[18],[19] À À 12.10% Par Amount [3],[18],[19] À À \$ 7,353 Cost [3],[18],[19] À À 7,146 Fair Value [3],[18],[19] À À \$ 7,242 Percentage of Net Assets [3],[18],[19] À À 0.42% Investment, Identifier [Axis]: Summit Acquisition, Inc. 1 À À À Variable interest rate [3],[13],[19] À À 6.75% Interest Rate [3],[13],[19] À À 12.10% Par Amount [3],[13],[19] À À \$ 0 Cost [3],[13],[19] À À (22) Fair Value [3],[13],[19] À À \$ (25) Percentage of Net Assets [3],[13],[19] À À 0.00% Unfunded Commitment À À \$ 1,638 Fair Value À À À (25) Investment, Identifier [Axis]: Summit Acquisition, Inc. 2 À À À Variable interest rate [3],[13],[19] À À 6.75% Interest Rate [3],[13],[19] À À 12.10% Par Amount [3],[13],[19] À À \$ 0 Cost [3],[13],[19] À À (22) Fair Value [3],[13],[19] À À \$ (12) Percentage of Net Assets [3],[13],[19] À À 0.00% Unfunded Commitment À À \$ 819 Fair Value À À À (12) Investment, Identifier [Axis]: Summit Acquisition, Inc., Delayed Draw Term Loan À À À Unfunded Commitment À 1,638 À Fair Value À \$ 0 À Investment, Identifier [Axis]: Summit Acquisition, Inc., First Lien Debt 1 À À À Variable interest rate [15],[20],[21] À 6.75% 6.75% À Interest Rate [15],[16],[20],[21] À 12.09% 12.09% À Par Amount [9],[15],[20],[21] À \$ 7,334 À Cost [15],[20],[21] À 7,139 À Fair Value [15],[20],[21] À \$ 7,334 À Percentage of Net Assets [15],[20],[21] À 0.39% 0.39% À Investment, Identifier [Axis]: Summit Acquisition, Inc., First Lien Debt 2 À À À Variable interest rate [15],[17],[20] À 6.75% 6.75% À Interest Rate [15],[16],[17],[20] À 12.09% 12.09% À Par Amount [9],[15],[17],[20] À \$ 0 À Cost [15],[17],[20] À (20) À Fair Value [15],[17],[20] À \$ 0 À Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Summit Acquisition, Inc., First Lien Debt 3 À À À Variable interest rate [15],[17],[20] À 6.75% 6.75% À Interest Rate [15],[16],[17],[20] À 12.09% 12.09% À Par Amount [9],[15],[17],[20] À (20) À Fair Value [15],[17],[20] À \$ 0 À Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Summit Buyer, LLC 1 À À À Variable interest rate [3],[11] À À 5.75% Interest Rate [3],[11],[12] À À 11.26% Par Amount [3],[11] À À \$ 21,896 Cost [3],[11] À À 21,670 Fair Value [3],[11] À À \$ 21,370 Percentage of Net Assets [3],[11] À À 1.24% Unfunded Commitment À À \$ 197 Fair Value À À À (5) Investment, Identifier [Axis]: Summit Buyer, LLC 2 À À À Variable interest rate [3],[11],[13] À À 5.75% Interest Rate [3],[11],[12],[13] À À 11.26% Par Amount [3],[11],[13] À À \$ 32,011 Cost [3],[11],[13] À À 31,671 Fair Value [3],[11],[13] À À \$ 31,239 Percentage of Net Assets [3],[11],[13] À À 1.82% Unfunded Commitment À À \$ 2,443 Fair Value À À À (59) Investment, Identifier [Axis]: Summit Buyer, LLC 3 À À À Variable interest rate [3],[13] À À 4.75% Interest Rate [3],[12],[13] À À 13.25% Par Amount [3],[13] À À \$ 0 Cost [3],[13] À À (22) Fair Value [3],[13] À À \$ (59) Percentage of Net Assets [3],[13] À À 0.00% Investment, Identifier [Axis]: Superman Holdings, LLC À À À Unfunded Commitment À À \$ 380 Fair Value À À À (5) Investment, Identifier [Axis]: Superman Holdings, LLC 1 À À À Variable interest rate [3],[11] À À 6.13% Interest Rate [3],[11] À À 11.47% Par Amount [3],[11] À À \$ 1,601 Cost [3],[11] À À 1,566 Fair Value [3],[11] À À \$ 1,581 Percentage of Net Assets [3],[11] À À 0.09% Investment, Identifier [Axis]: Superman Holdings, LLC 2 À À À Variable interest rate [3],[11],[13] À À 6.13% Interest Rate [3],[11],[13] À À 11.47% Par Amount [3],[11],[13] À À \$ 0 Cost [3],[11],[13] À À (4) Fair Value [3],[11],[13] À À \$ (5) Percentage of Net Assets [3],[11],[13] À À 0.00% Investment, Identifier [Axis]: Superman Holdings, LLC, Delayed Draw Term Loan À À À Unfunded Commitment À 380 À Fair Value À \$ (1) À Investment, Identifier [Axis]: Superman Holdings, LLC, First Lien Debt 1 À À À Variable interest rate [14],[15] À 5.75% 5.75% À Interest Rate [14],[15],[16] À 11.09% 11.09% À Par Amount [9],[14],[15] À \$ 1,593 À Cost [14],[15] À 1,562 À Fair Value [14],[15] À \$ 1,590 À Percentage of Net Assets [14],[15] À 0.09% 0.09% À Investment, Identifier [Axis]: Superman Holdings, LLC, First Lien Debt 2 À À À Variable interest rate [14],[15],[17] À 5.75% 5.75% À Interest Rate [14],[15],[16],[17] À 11.09% 11.09% À Par Amount [9],[14],[15],[17] À \$ 0 À Cost [14],[15],[17] À (3) À Fair Value [14],[15],[17] À \$ (1) À Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: Surewex Purchaser III, Inc. 1 À À À Variable interest rate [3],[19],[26] À À 6.75% Interest Rate [3],[12],[19],[26] À À 12.10% Par Amount [3],[19],[26] À À \$ 5,447 Cost [3],[19],[26] À À 5,300 Fair Value [3],[19],[26] À À \$ 5,447 Percentage of Net Assets [3],[19],[26] À À 0.32% Unfunded Commitment À À \$ 1,128 Fair Value À À À 0 Investment, Identifier [Axis]: Surewex Purchaser III, Inc. 2 À À À Variable interest rate [3],[13],[19],[26] À À 6.75% Interest Rate [3],[12],[13],[19],[26] À À 12.10% Par Amount [3],[13],[19],[26] À À \$ 0 Cost [3],[13],[19],[26] À À (19) Fair Value [3],[13],[19],[26] À À \$ 0 Percentage of Net Assets [3],[13],[19],[26] À À 0.00% Unfunded Commitment À À \$ 494 Fair Value À À À 0 Investment, Identifier [Axis]: Surewex Purchaser III, Inc. 3 À À À Variable interest rate [3],[13],[19],[26] À À 6.75% Interest Rate [3],[12],[13],[19],[26] À À 12.10% Par Amount [3],[13],[19],[26] À À \$ 574 Cost [3],[13],[19],[26] À À 547 Fair Value [3],[13],[19],[26] À À \$ 574 Percentage of Net Assets [3],[13],[19],[26] À À 0.03% Investment, Identifier [Axis]: Surewex Purchaser III, Inc., Delayed Draw Term Loan À À À Unfunded Commitment À \$ 1,128 À Fair Value À \$ 0 À Investment, Identifier [Axis]: Surewex Purchaser III, Inc., First Lien Debt 1 À À À Variable interest rate [15],[20],[27] À 5.25% 5.25% À Interest Rate [15],[16],[20],[27] À 10.59% 10.59% À Par Amount [9],[15],[20],[27] À \$ 5,420 À Cost [15],[20],[27] À 5,282 À Fair Value [15],[20],[27] À \$ 5,420 À Percentage of Net Assets [15],[20],[27] À 0.29% 0.29% À Investment, Identifier [Axis]: Surewex Purchaser III, Inc., First Lien Debt 2 À À À Variable interest rate [15],[20],[27] À 5.25% 5.25% À Interest Rate [15],[16],[20],[27] À 10.59% 10.59% À Par Amount [9],[15],[20],[27] À \$

256.4 Å Cost [15],[20],[27] Å 186.4 Å Fair Value [15],[20],[27] Å 186.4 Å Percentage of Net Assets [15],[20],[27] Å 0.01% 0.01% Å Investment, Identifier [Axis]: Surewrex Purchaser III, Inc., First Lien Debt 3 Å Å Å Variable interest rate [15],[17],[20],[27] Å 5.25% 5.25% Å Interest Rate [15],[16],[17],[20],[27] Å 10.59% 10.59% Å Par Amount [9],[15],[17],[20],[27] Å \$ 0 Å Cost [15],[17],[20],[27] Å (18) Å Fair Value [15],[17],[20],[27] Å \$ 0 Å Percentage of Net Assets [15],[17],[20],[27] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Surewrex Purchaser III, Inc., First Lien Debt 4 Å Å Å Variable interest rate [15],[17],[20],[27] Å 5.25% 5.25% Å Interest Rate [15],[16],[17],[20],[27] Å 10.59% 10.59% Å Par Amount [9],[15],[17],[20],[27] Å \$ 469 Å Cost [15],[17],[20],[27] Å 445 Å Fair Value [15],[17],[20],[27] Å \$ 445 Å Percentage of Net Assets [15],[17],[20],[27] Å 0.02% 0.02% Å Investment, Identifier [Axis]: Surewrex Purchaser III, Inc., Revolver Å Å Å Unfunded Commitment Å 648 Å Fair Value Å \$ (14) Å Å Investment, Identifier [Axis]: Surewrex Topco, LP Å Å Å Par Amount, Shares (in shares) | shares [3],[22],[26] Å Å Å 512 Cost [3],[22],[26] Å Å Å \$ 512 Fair Value [3],[22],[26] Å Å Å \$ 565 Percentage of Net Assets [3],[22],[26] Å Å Å 0.03% Investment, Identifier [Axis]: Surewrex Topco, LP, Common Equity Å Å Å Par Amount, Shares (in shares) | shares [9],[15],[23],[24],[27] Å 512 512 Å Cost [15],[23],[24],[27] Å \$ 512 Å Fair Value [15],[23],[24],[27] Å \$ 590 Å Percentage of Net Assets [15],[23],[24],[27] Å 0.03% 0.03% Å Investment, Identifier [Axis]: Suvelto Å Å Å Unfunded Commitment Å Å Å \$ 930 Fair Value Å Å Å (19) Investment, Identifier [Axis]: Suvelto 1 Å Å Å Variable interest rate [3] Å Å Å 4.25% Interest Rate [3] Å Å Å 9.71% Par Amount [3] Å Å Å \$ 11,837 Cost [3] Å Å Å 11,753 Fair Value [3] Å Å Å \$ 11,597 Percentage of Net Assets [3] Å Å Å 0.67% Investment, Identifier [Axis]: Suvelto 2 Å Å Å Variable interest rate [3],[13] Å Å Å 4.25% Interest Rate [3],[13] Å Å Å 9.71% Par Amount [3],[13] Å Å Å \$ 366 Cost [3],[13] Å Å Å 352 Fair Value [3],[13] Å Å Å \$ 340 Percentage of Net Assets [3],[13] Å Å Å 0.02% Investment, Identifier [Axis]: Suvelto Buyer, LLC Å Å Å Par Amount, Shares (in shares) | shares [3],[22],[26] Å Å Å 19,257 Cost [3],[22],[26] Å Å Å \$ 1,926 Fair Value [3],[22],[26] Å Å Å \$ 1,701 Percentage of Net Assets [3],[22],[26] Å Å Å 0.10% Investment, Identifier [Axis]: Suvelto Buyer, LLC, Common Equity Å Å Å Par Amount, Shares (in shares) | shares [9],[15],[23],[24],[27] Å 19,257 19,257 Å Cost [15],[23],[24],[27] Å \$ 1,926 Å Fair Value [15],[23],[24],[27] Å \$ 1,737 Å Percentage of Net Assets [15],[23],[24],[27] Å 0.09% 0.09% Å Investment, Identifier [Axis]: Suvelto, First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 4.25% 4.25% Å Interest Rate [15],[16],[20] Å 9.69% 9.69% Å Par Amount [9],[15],[20] Å \$ 11,776 Å Cost [15],[20] Å 11,702 Å Fair Value [15],[20] Å \$ 11,429 Å Percentage of Net Assets [15],[20] Å 0.61% 0.61% Å Investment, Identifier [Axis]: Suvelto, First Lien Debt 2 Å Å Å Variable interest rate [15],[17],[20] Å 4.25% 4.25% Å Interest Rate [15],[16],[17],[20] Å 9.69% 9.69% Å Par Amount [9],[15],[17],[20] Å \$ 681 Å Cost [15],[17],[20] Å 669 Å Fair Value [15],[17],[20] Å \$ 642 Å Percentage of Net Assets [15],[17],[20] Å 0.03% 0.03% Å Investment, Identifier [Axis]: Suvelto, Revolver Å Å Å Unfunded Commitment Å 616 Å Fair Value Å (18) Å Investment, Identifier [Axis]: Sweep Midco, LLC, Second Lien Debt 1 Å Å Å Par Amount [9],[15],[24] Å 4,872 Å Cost [15],[24] Å 0 Å Fair Value [15],[24] Å \$ 0 Å Percentage of Net Assets [15],[24] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Sweep Midco, LLC, Second Lien Debt 2 Å Å Å Par Amount [9],[15],[24] Å \$ 1,674 Å Cost [15],[24] Å 836 Å Fair Value [15],[24] Å \$ 837 Å Percentage of Net Assets [15],[24] Å 0.04% 0.04% Å Investment, Identifier [Axis]: Sweep Purchaser, LLC 1 Å Å Å Variable interest rate [3],[11] Å Å Å 5.75% Interest Rate [3],[11], [12] Å Å Å 11.23% Par Amount [3],[11] Å Å Å \$ 8,616 Cost [3],[11] Å Å Å 8,522 Fair Value [3],[11] Å Å Å \$ 8,678 Percentage of Net Assets [3],[11] Å Å Å 0.40% Unfunded Commitment Å Å Å \$ 273 Fair Value Å Å Å (55) Investment, Identifier [Axis]: Sweep Purchaser, LLC 2 Å Å Å Variable interest rate [3],[11],[13] Å Å Å 5.75% Interest Rate [3],[11],[12],[13] Å Å Å 11.23% Par Amount [3],[11],[13] Å Å Å \$ 5,873 Cost [3],[11],[13] Å Å Å 5,803 Fair Value [3],[11],[13] Å Å Å \$ 4,634 Percentage of Net Assets [3],[11],[13] Å Å Å 0.27% Unfunded Commitment Å Å Å \$ 28 Fair Value Å Å Å (6) Investment, Identifier [Axis]: Sweep Purchaser, LLC 3 Å Å Å Variable interest rate [3],[11],[13] Å Å Å 5.75% Interest Rate [3],[11],[12],[13] Å Å Å 11.23% Par Amount [3],[11],[13] Å Å Å \$ 1,378 Cost [3],[11],[13] Å Å Å 1,364 Fair Value [3],[11],[13] Å Å Å \$ 1,094 Percentage of Net Assets [3],[11],[13] Å Å Å 0.06% Investment, Identifier [Axis]: Sweep Purchaser, LLC, First Lien Debt 1 Å Å Å Interest rate, PIK [14],[15] Å 5.75% 5.75% Å Interest Rate [14],[15],[16] Å 11.19% 11.19% Å Par Amount [9],[14],[15] Å \$ 5,835 Å Cost [14],[15] Å 5,835 Å Fair Value [14],[15] Å \$ 5,835 Å Percentage of Net Assets [14],[15] Å 0.31% 0.31% Å Investment, Identifier [Axis]: Sweep Purchaser, LLC, First Lien Debt 2 Å Å Å Variable interest rate [14],[15] Å 5.75% 5.75% Å Interest Rate [14],[15],[16] Å 11.19% 11.19% Å Par Amount [9],[14],[15] Å \$ 3,179 Å Cost [14],[15] Å 3,179 Å Fair Value [14],[15] Å \$ 3,179 Å Percentage of Net Assets [14],[15] Å 0.17% 0.17% Å Investment, Identifier [Axis]: Sweep Purchaser, LLC, First Lien Debt 3 Å Å Å Variable interest rate [14],[15],[24] Å 5.75% 5.75% Å Interest Rate [14],[15],[16],[24] Å 11.19% 11.19% Å Par Amount [9],[14],[15],[24] Å \$ 0 Å Cost [14],[15],[24] Å 0 Å Fair Value [14],[15],[24] Å \$ 0 Å Percentage of Net Assets [14],[15],[24] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Sweep Purchaser, LLC, Revolver Å Å Å Unfunded Commitment Å 1,406 Å Fair Value Å (4) Å Investment, Identifier [Axis]: Syntax Systems Ltd 1 Å Å Å Variable interest rate [3],[19],[26] Å Å Å 5.50% Interest Rate [3],[19],[26] Å Å Å 10.96% Par Amount [3],[19],[26] Å Å Å \$ 35,093 Cost [3],[19],[26] Å Å Å 34,830 Fair Value [3],[19],[26] Å Å Å \$ 34,469 Percentage of Net Assets [3],[19],[26] Å Å Å 2.00% Unfunded Commitment Å Å Å \$ 1,447 Fair Value Å Å Å (26) Investment, Identifier [Axis]: Syntax Systems Ltd 2 Å Å Å Variable interest rate [3],[13],[19],[26] Å Å Å 5.50% Interest Rate [3],[13],[19],[26] Å Å Å 10.96% Par Amount [3],[13],[19],[26] Å Å Å \$ 2,295 Cost [3],[13],[19],[26] Å Å Å 2,274 Fair Value [3],[13],[19],[26] Å Å Å \$ 2,229 Percentage of Net Assets [3],[13],[19],[26] Å Å Å 0.13% Investment, Identifier [Axis]: Syntax Systems, Ltd., First Lien Debt 1 Å Å Å Variable interest rate [15],[20],[27] Å 5.00% 5.00% Å Interest Rate [15],[16],[20],[27] Å 10.44% 10.44% Å Par Amount [9],[15],[20],[27] Å \$ 37,591 Å Cost [15],[20],[27] Å 37,338 Å Fair Value [15],[20],[27] Å \$ 37,452 Å Percentage of Net Assets [15],[20],[27] Å 2.01% 2.01% Å Investment, Identifier [Axis]: Tamarack Intermediate, LLC 1 Å Å Å Variable interest rate [3],[19] Å Å Å 5.75% Interest Rate [3],[12],[19] Å Å Å 11.28% Par Amount [3],[19] Å Å Å \$ 5,548 Cost [3],[19] Å Å Å 5,462 Fair Value [3],[19] Å Å Å \$ 5,415 Percentage of Net Assets [3],[19] Å Å Å 0.31% Unfunded Commitment Å Å Å \$ 398 Fair Value Å Å Å (6) Investment, Identifier [Axis]: Tamarack Intermediate, LLC 2 Å Å Å Variable interest rate [3],[13],[19] Å Å Å 5.75% Interest Rate [3],[12],[13],[19] Å Å Å 11.28% Par Amount [3],[13],[19] Å Å Å \$ 202 Cost [3],[13],[19] Å Å Å 192 Fair Value [3],[13],[19] Å Å Å \$ 192 Percentage of Net Assets [3],[13],[19] Å Å Å 0.01% Unfunded Commitment Å Å Å \$ 900 Fair Value Å Å Å (22) Investment, Identifier [Axis]: Tamarack Intermediate, LLC 3 Å Å Å Variable interest rate [3],[13],[19] Å Å Å 5.75% Interest Rate [3],[12],[13],[19] Å Å Å 11.28% Par Amount [3],[13],[19] Å Å Å \$ 0 Cost [3],[13],[19] Å Å Å (13) Fair Value [3],[13],[19] Å Å Å (22) Percentage of Net Assets [3],[13],[19] Å Å Å 0.00% Investment, Identifier [Axis]: Tamarack Intermediate, LLC, First Lien Debt 1 Å Å Å Variable interest rate [15],[20] Å 5.50% 5.50% Å Interest Rate [15],[16],[20] Å 11.00% 11.00% Å Par Amount [9],[15],[20] Å \$ 7,055 Å Cost [15],[20] Å 6,964 Å Fair Value [15],[20] Å \$ 6,932 Å Percentage of Net Assets [15],[20] Å 0.37% 0.37% Å Investment, Identifier [Axis]: Tamarack Intermediate, LLC, First Lien Debt 2 Å Å Å Variable interest rate [15],[20] Å 5.50% 5.50% Å Interest Rate [15],[16],[20] Å 11.00% 11.00% Å Par Amount [9],[15],[20] Å \$ 598 Å Cost [15],[20] Å 585 Å Fair Value [15],[20] Å \$ 587 Å Percentage of Net Assets [15],[20] Å 0.03% 0.03% Å Investment, Identifier [Axis]: Tamarack Intermediate, LLC, First Lien Debt 3 Å Å Å Variable interest rate [15],[17],[20] Å 5.50% 5.50% Å Interest Rate [15],[16],[17],[20] Å 11.00% 11.00% Å Par Amount [9],[15],[17],[20] Å \$ 0 Å Cost [15],[17],[20] Å (11) Å Fair Value [15],[17],[20] Å (18) Å Percentage of Net Assets [15],[17],[20] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Tamarack Intermediate, LLC, Revolver Å Å Å Unfunded Commitment Å 900 Å Fair Value Å (18) Å Å Investment, Identifier [Axis]: Tank Holding Corp. 1 Å Å Å Variable interest rate [3],[18] Å Å Å 5.75% Interest Rate [3],[12],[18] Å Å Å 11.21% Par Amount [3],[18] Å Å Å \$ 15,713 Cost [3],[18] Å Å Å 15,452 Fair Value [3],[18] Å Å Å \$ 15,050 Percentage of Net Assets [3],[18] Å Å Å 0.87% Unfunded Commitment Å Å Å 494 Fair Value Å Å Å (10) Investment, Identifier [Axis]: Tank Holding Corp. 2 Å Å Å Variable interest rate [3],[13],[19] Å Å Å 5.75% Interest Rate [3],[12],[13],[19] Å Å Å 11.21% Par Amount [3],[13],[19] Å Å Å \$ 250 Cost [3],[13],[19] Å Å Å 237 Fair Value [3],[13],[19] Å Å Å \$ 236 Percentage of Net Assets [3],[13],[19] Å Å Å 0.01% Unfunded Commitment Å Å Å \$ 587 Fair Value Å Å Å (26) Investment, Identifier [Axis]: Tank Holding Corp. 3 Å Å Å Variable interest rate [13] Å Å Å 5.75% Interest Rate [12],[13] Å Å Å 11.21% Par Amount [13] Å Å Å \$ 213 Cost [13] Å Å Å 202 Fair Value [13] Å Å Å \$ 177 Percentage of Net Assets [13] Å Å Å 0.01% Investment, Identifier [Axis]: Tank Holding Corp., Delayed Draw Term Loan Å Å Å Unfunded Commitment Å 410 Å Fair Value Å (8) Å Å Investment, Identifier [Axis]: Tank Holding Corp., First Lien Debt 1 Å Å Å Variable interest rate [20],[21] Å 5.75% 5.75% Å Interest Rate [16],[20],[21] Å 11.44% 11.44% Å Par Amount [9],[20],[21] Å \$ 15,633 Å Cost [20],[21] Å 15,399 Å Fair Value [20],[21] Å \$ 15,324 Å Percentage of Net Assets [20],[21] Å 0.82% 0.82% Å Investment, Identifier [Axis]: Tank Holding Corp., First Lien Debt 2 Å Å Å Variable interest rate [17],[20] Å 5.75% 5.75% Å Interest Rate [16],[17],[20] Å 11.44% 11.44% Å Par Amount [9],[17],[20] Å \$ 333 Å Cost [17],[20] Å 320 Å Fair Value [17],[20] Å \$ 319 Å Percentage of Net Assets [17],[20] Å 0.02% 0.02% Å Investment, Identifier [Axis]: Tank Holding Corp., First Lien Debt 3 Å Å Å Variable interest rate [17],[20] Å 5.75% 5.75% Å Interest Rate [16],[17],[20] Å 11.44% 11.44% Å Par Amount [9],[17],[20] Å \$ 0 Å Cost [17],[20] Å (10) Å Fair Value [17],[20] Å (16) Å Percentage of Net Assets [17],[20] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Tank Holding Corp., Revolver Å Å Å Unfunded Commitment Å 800 Å Fair Value Å (16) Å Å Investment, Identifier [Axis]: Teasdale Foods, Inc. (Teasdale Latin Foods) Å Å Å Variable interest rate [3],[11] Å Å Å 7.25% Interest Rate, PIK [3],[11] Å Å Å 1.00% Interest Rate [3],[11] Å Å Å 12.68% Par Amount [3],[11] Å Å Å \$ 10,837 Cost [3],[11] Å Å Å 10,742 Fair Value [3],[11] Å Å Å \$ 9,928 Percentage of Net Assets [3],[11] Å Å Å 0.58% Investment, Identifier [Axis]: Teasdale Foods, Inc. (Teasdale Latin Foods), First Lien Debt Å Å Å Variable interest rate [14],[15] Å 7.25% 7.25% Å Interest rate, PIK [14],[15] Å 1.00% 1.00% Å Interest Rate [14],[15],[16] Å 12.69% 12.69% Å Par Amount [9],[14],[15] Å \$ 10,835 Å Cost [14],[15] Å 10,763 Å Fair Value [14],[15] Å \$ 10,300 Å Percentage of Net Assets [14],[15] Å 0.55% 0.55% Å Investment, Identifier [Axis]: Thrive Buyer, Inc. (Thrive Networks) Å Å Å Unfunded Commitment Å Å Å 1,321 Fair Value Å Å Å (26) Investment, Identifier [Axis]: Thrive Buyer, Inc. (Thrive Networks) 1 Å Å Å Variable interest rate [3],[11],[18] Å Å Å 6.00% Interest Rate [3],[11],[18] Å Å Å 11.55% Par Amount [3],[11],[18] Å Å Å \$ 22,937 Cost [3],[11],[18] Å Å Å 22,634 Fair Value [3],[11],[18] Å Å Å \$ 22,516 Percentage of Net Assets [3],[11],[18] Å Å Å 1.31% Investment, Identifier [Axis]: Thrive Buyer, Inc. (Thrive Networks) 2 Å Å Å Variable interest rate [3],[11] Å Å Å 6.00% Interest Rate [3],[11] Å Å Å 11.50% Par Amount [3],[11] Å Å Å \$ 16,912 Cost [3],[11] Å Å Å 16,705 Fair Value [3],[11] Å Å Å 16,577 Percentage of Net Assets [3],[11] Å Å Å 0.96% Investment, Identifier [Axis]: Thrive Buyer, Inc. (Thrive Networks) 3 Å Å Å Variable interest rate [3],[13] Å Å Å 5.00% Interest Rate [3],[13] Å Å Å 13.50% Par Amount [3],[13] Å Å Å \$ 661 Cost [3],[13] Å Å Å 639 Fair Value [3],[13] Å Å Å \$ 621 Percentage of Net Assets [3],[13] Å Å Å 0.04% Investment, Identifier [Axis]: Thrive Buyer, Inc. (Thrive Networks), First Lien Debt 1 Å Å Å Variable interest rate [14],[15] Å 6.00% 6.00% Å Interest Rate [14],[15],[16] Å 11.54% 11.54% Å Par Amount [9],[14],[15] Å \$ 22,819 Å Cost [14],[15] Å 22,561 Å Fair Value [14],[15] Å \$ 22,639 Å Percentage of Net Assets [14],[15] Å 1.22% 1.22% Å Investment, Identifier [Axis]: Thrive Buyer, Inc. (Thrive Networks), First Lien Debt 2 Å Å Å Variable interest rate [14],[15] Å 6.00% 6.00% Å Interest Rate [14],[15],[16] Å 11.54% 11.54% Å Par Amount [9],[14],[15] Å \$ 16,826 Å Cost [14],[15] Å 16,649 Å Fair Value [14],[15] Å \$ 16,676 Å Percentage of Net Assets [14],[15] Å 0.90% 0.90% Å Investment, Identifier [Axis]: Thrive Buyer, Inc. (Thrive Networks), First Lien Debt 3 Å Å Å Variable interest rate [14],[15],[17] Å 6.00% 6.00% Å Interest Rate [14],[15],[16],[17] Å 14.50% 14.50% Å Par Amount [9],[14],[15],[17] Å \$ 661 Å Cost [14],[15],[17] Å 643 Å Fair Value [14],[15],[17] Å \$ 643 Å Percentage of Net Assets [14],[15],[17] Å 0.03% 0.03% Å Investment, Identifier [Axis]: Thrive Buyer, Inc. (Thrive Networks), Revolver Å Å Å Unfunded Commitment Å 1,321 Å Fair Value Å (12) Å Å Investment, Identifier [Axis]: Tidi Legacy Products, Inc. 1 Å Å Å Variable interest rate [3],[11] Å Å Å 5.50% Interest Rate [3],[11] Å Å Å 10.86% Par Amount [3],[11] Å Å Å \$ 3,470 Cost [3],[11] Å Å Å 3,400 Fair Value [3],[11] Å Å Å \$ 3,400 Percentage of Net Assets [3],[11] Å Å Å 0.20% Unfunded Commitment Å Å Å 913 Fair Value Å Å Å (9) Investment, Identifier [Axis]: Tidi Legacy Products, Inc. 2 Å Å Å Variable interest rate [3],[11],[13] Å Å Å 5.50% Interest Rate [3],[11],[13] Å Å Å 10.86% Par Amount [3],[11],[13] Å Å Å \$ 0 Cost [3],[11],[13] Å Å Å (9) Fair Value [3],[11],[13] Å Å Å (9) Percentage of Net Assets [3],[11],[13] Å Å Å 0.00% Unfunded Commitment Å Å Å 657 Fair Value Å Å Å (13) Investment, Identifier [Axis]: Tidi Legacy Products, Inc. 3 Å Å Å Variable interest rate [3],[11],[13] Å Å Å 5.50% Interest Rate [3],[11],[13] Å Å Å 10.86% Par Amount [3],[11],[13] Å Å Å \$ 0 Cost [3],[11],[13] Å Å Å (13) Fair Value [3],[11],[13] Å Å Å (13) Percentage of Net Assets [3],[11],[13] Å Å Å 0.00% Investment, Identifier [Axis]: Tidi Legacy Products, Inc., Delayed Draw Term Loan Å Å Å Unfunded Commitment Å 494 Å Fair Value Å (2) Å Å Investment, Identifier [Axis]: Tidi Legacy Products, Inc., First Lien Debt 1 Å Å Å Variable interest rate [14],[15] Å 5.50% 5.50% Å Interest Rate [14],[15],[16] Å 10.84% 10.84% Å Par Amount [9],[14],[15] Å \$ 1,867 Å Cost [14],[15] Å 1,832 Å Fair Value [14],[15] Å \$ 1,859 Å Percentage of Net Assets [14],[15] Å 0.10% 0.10% Å Investment, Identifier [Axis]: Tidi Legacy Products, Inc., First Lien Debt 2 Å Å Å Variable interest rate [14],[15],[17] Å 5.50% 5.50% Å Interest Rate [14],[15],[16],[17] Å 10.84% 10.84% Å Par Amount [9],[14],[15],[17] Å \$ 0 Å Cost [14],[15],[17] Å (5) Å Fair Value [14],[15],[17] Å (2) Å Percentage of Net Assets [14],[15],[17] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Tidi Legacy Products, Inc., First Lien Debt 3 Å Å Å Variable interest rate [14],[15],[17] Å 5.50% 5.50% Å Interest Rate [14],[15],[16],[17] Å 10.84% 10.84% Å Par Amount [9],[14],[15],[17] Å \$ 0 Å Cost [14],[15],[17] Å (6) Å Fair Value [14],[15],[17] Å (1) Å Percentage of Net Assets [14],[15],[17] Å 0.00% 0.00% Å Investment, Identifier [Axis]: Tidi Legacy Products, Inc., Revolver Å Å Å Unfunded Commitment Å 356 Å Fair Value Å (1) Å Å Investment, Identifier [Axis]: Tivity Health, Inc. Å Å Å Variable interest rate [3] Å Å Å 6.00% Interest Rate [3] Å Å Å 11.35% Par Amount [3] Å Å Å \$ 3,674 Cost [3] Å Å Å 3,627 Fair Value [3] Å Å Å \$ 3,668 Percentage of Net Assets [3] Å Å Å 0.21% Investment, Identifier [Axis]: Tivity Health, Inc., First Lien Debt Å Å Å Variable interest rate [15],[20] Å 6.00% 6.00% Å Interest Rate [15],[16],[20] Å 11.34% 11.34% Å Par Amount [9],[15],[20] Å \$ 3,655 Å Cost [15],[20] Å 3,612 Å Fair Value [15],[20] Å \$ 3,655 Å Percentage of Net Assets [15],[20] Å 0.20% 0.20% Å Investment, Identifier [Axis]: Total Portfolio Investments Å Å Å Cost [31],[32],[33] Å Å Å \$ 3,226,776 Fair Value [31],[32],[33] Å Å Å \$ 3,193,561 Percentage of Net Assets [31],[32],[33] Å Å Å 185.55% Investment, Identifier [Axis]: Trintech, Inc. Å Å Å Unfunded Commitment Å Å Å 2,092 Fair Value Å Å Å (39) Investment, Identifier [Axis]: Trintech, Inc. 1 Å Å Å Variable interest rate [3],[11],[18] Å Å Å 6.50% Interest Rate [3],[11],[18] Å Å Å 11.86% Par Amount [3],[11],[18] Å Å Å \$ 34,086 Cost [3],[11],[18] Å Å Å 33,440 Fair Value [3],[11],[18] Å Å Å \$ 33,445 Percentage of Net Assets [3],[11],[18] Å Å Å 1.94% Investment, Identifier [Axis]: Trintech, Inc. 2 Å Å Å Variable interest rate [3],[11],[13] Å Å Å 6.50% Interest Rate [3],[11],[13] Å Å Å 11.86% Par Amount [3],[11],[13] Å Å Å \$ 837 Cost [3],[11],[13] Å Å Å 782 Fair Value [3],[11],[13] Å Å Å \$ 782 Percentage of Net Assets [3],[11],[13] Å Å Å 0.05% Investment, Identifier [Axis]: Trintech, Inc., First Lien Debt 1 Å Å Å Variable interest rate [14],[15],[21] Å 5.50% 5.50% Å Interest Rate [14],[15],[16],[21] Å 10.84% 10.84% Å Par Amount [9],[14],[15],[21] Å \$ 33,915 Å Cost [14],[15],[21] Å 33,316 Å Fair Value [14],[15],[21] Å \$ 33,196 Å Percentage of Net Assets [14],[15],[21] Å 1.78% 1.78% Å Investment, Identifier [Axis]: Trintech, Inc., First Lien Debt 2 Å Å Å Variable interest rate [14],[15],[17] Å 5.50% 5.50% Å Interest Rate [14],[15],[16],[17] Å 10.84% 10.84% Å Par Amount [9],[14],[15],[17] Å \$ 837 Å Cost [14],[15],[17] Å 787 Å Fair Value [14],[15],[17] Å \$ 775 Å Percentage of Net Assets [14],[15],[17] Å 0.04% 0.04% Å Investment, Identifier [Axis]: Trintech, Inc., Revolver Å Å Å Unfunded Commitment Å \$ 2,092 Å Fair Value Å (44) Å Å Investment, Identifier [Axis]: Triple Lift, Inc. Å Å Å Unfunded Commitment Å Å Å 2,467 Fair Value Å Å Å (172) Investment, Identifier [Axis]: Triple Lift, Inc. 1 Å Å Å Variable interest rate [3],[18],[19] Å Å Å 5.75% Interest Rate [3],[18],[19] Å Å Å 11.17% Par Amount [3],[18],[19] Å Å Å \$ 27,300 Cost [3],[18],[19] Å Å Å 26,926 Fair Value [3],[18],[19] Å Å Å \$ 25,400 Percentage of Net Assets [3],[18],[19] Å Å Å 1.48% Investment, Identifier [Axis]: Triple Lift, Inc. 2 Å Å Å Variable interest rate [3],[13],[19] Å Å Å 5.75% Interest Rate [3],[13],[19] Å Å Å \$ 1,533 Cost [3],[13],[19] Å Å Å 1,484 Fair Value [3],[13],[19] Å Å Å \$ 1,255 Percentage of Net Assets [3],[13],[19] Å Å Å 0.07% Investment, Identifier [Axis]: Triple Lift, Inc., First Lien Debt 1 Å Å Å Variable interest rate [15],[20],[21] Å 5.75% 5.75% Å Interest Rate [15],[16],[20],[21] Å 11.24% 11.24% Å Par Amount [9],[15],[20],[21] Å \$ 27,160 Å Cost [15],[20],[21] Å 26,822 Å Fair Value [15],[20],[21] Å \$ 25,289 Å Percentage of Net Assets [15],[20],[21] Å 1.36% 1.36% Å Investment, Identifier [Axis]: Triple Lift, Inc., First Lien Debt 2 Å Å Å Variable interest rate [15],[17],[20] Å 5.75% 5.75% Å Interest Rate [15],[16],[17],[20] Å 11.24% 11.24% Å Par Amount [9],[15],[17],[20] Å \$ 1,533 Å Cost [15],[17],[20] Å 1,489 Å Fair Value [15],[17],[20] Å \$ 1,258 Å Percentage of Net Assets [15],[17],[20] Å 0.07% 0.07% Å Investment, Identifier [Axis]: Triple Lift, Inc., Revolver Å Å Å Unfunded Commitment Å 2,467 Å Fair Value Å (\$ 70) Å Å Investment, Identifier [Axis]: Trunk Acquisition, Inc. Å Å Å Unfunded Commitment Å Å Å 857 Fair Value Å Å Å (16) Investment, Identifier [Axis]: Trunk Acquisition, Inc. 1 Å Å Å Variable interest rate [3],[11] Å Å Å 5.75% Interest Rate [3],[11] Å Å Å 11.25% Par Amount [3],[11] Å Å Å \$ 8,960 Cost [3],[11] Å Å Å 8,901 Fair Value [3],[11] Å Å Å \$ 8,797 Percentage of Net Assets [3],[11] Å Å Å 0.51% Investment, Identifier [Axis]: Trunk Acquisition, Inc. 2 Å Å Å Variable interest rate [3],[11],[13] Å Å Å 5.75% Interest Rate [3],[11],[13] Å Å Å 11.25% Par Amount [3],[11],[13] Å Å Å \$ 0 Cost [3],[11],[13] Å Å Å (4) Fair Value [3],[11],[13] Å Å Å (16) Percentage of Net Assets [3],[11],[13] Å Å Å 0.00% Investment, Identifier [Axis]: Trunk Acquisition, Inc., First Lien Debt 1 Å Å Å Variable interest rate [14],[15] Å 5.75% 5.75% Å Interest Rate [14],[15],[16] Å 11.24% 11.24% Å Par Amount [9],[14],[15] Å \$ 8,937 Å Cost [14],[15] Å 8,886 Å Fair Value [14],[15] Å \$ 8,871 Å Percentage of Net Assets [14],[15] Å 0.48% 0.48% Å Investment, Identifier [Axis]: Trunk Acquisition, Inc., First Lien Debt 2 Å Å Å Variable interest rate [14],[15],[17] Å 5.75% 5.75% Å Interest Rate [14],[15],[16],[17] Å 11.24% 11.24% Å Par Amount [9],[14],[15],[17] Å \$ 0 Å Cost [14],[15],[17] Å (3) Å Fair Value [14],[15],[17] Å (6) Å

À Percentage of Net Assets [14],[15],[17] 0.00% 0.00% À Investment, Identifier [Axis]: Trunk Acquisition, Inc., Revolver À À À Unfunded Commitment À \$ 857 À À Fair Value À \$ (6) À À Investment, Identifier [Axis]: Turbo Buyer, Inc. 1 À À À À Variable interest rate [3],[11] À À À 6.00% Interest Rate [3],[11],[12] À À À 11.50% Par Amount [3],[11] À À À 37,555 Cost [3],[11] À À À 37,197 Fair Value [3],[11] À À À \$ 37,202 Percentage of Net Assets [3],[11] À À À 2.16% Investment, Identifier [Axis]: Turbo Buyer, Inc. 2 À À À À Variable interest rate [3],[11] À À À 6.00% Interest Rate [3],[11],[12] À À À 11.50% Par Amount [3],[11] À À À \$ 37,738 Cost [3],[11] À À À 37,306 Fair Value [3],[11] À À À \$ 37,383 Percentage of Net Assets [3],[11] À À À 2.17% Investment, Identifier [Axis]: Turbo Buyer, Inc., First Lien Debt 1 À À À À Variable interest rate [14],[15] À 6.00% 6.00% À Interest Rate [14],[15], [16] À 11.35% 11.35% À Par Amount [9],[14],[15] À \$ 37,363 À À Cost [14],[15] À 37,093 À À Fair Value [14],[15] À \$ 35,611 À À Percentage of Net Assets [14],[15] À 1.91% 1.91% À Investment, Identifier [Axis]: Turbo Buyer, Inc., First Lien Debt 2 À À À À Variable interest rate [14],[15] À 6.00% 6.00% À Interest Rate [14],[15],[16] À 11.35% 11.35% À Par Amount [9],[14],[15] À \$ 37,546 À À Cost [14],[15] À 37,221 À À Fair Value [14],[15] À \$ 35,785 À À Percentage of Net Assets [14],[15] À 1.92% 1.92% À Investment, Identifier [Axis]: Two Six Labs, LLC 1 À À À À Variable interest rate [3],[18],[19] À À À 5.50% Interest Rate [3],[12],[18],[19] À À À 10.85% Par Amount [3],[18],[19] À À À \$ 25,894 Cost [3],[18],[19] À À À 25,465 Fair Value [3],[18],[19] À À À \$ 25,366 Percentage of Net Assets [3],[18],[19] À À À 1.47% Unfunded Commitment À À À 2,134 Fair Value À À \$ (48) Investment, Identifier [Axis]: Two Six Labs, LLC 2 À À À À Variable interest rate [3],[19] À À À 5.50% Interest Rate [3],[12],[19] À À À 10.85% Par Amount [3],[19] À À À \$ 4,231 Cost [3],[19] À À À 4,169 Fair Value [3],[19] À À À \$ 4,136 Percentage of Net Assets [3],[19] À À À 0.24% Investment, Identifier [Axis]: Two Six Labs, LLC 3 À À À À Variable interest rate [3],[13],[19] À À À 5.50% Interest Rate [3],[12],[13],[19] À À À 10.85% Par Amount [3],[13],[19] À À À \$ 0 Cost [3],[13],[19] À À À (26) Fair Value [3],[13],[19] À À À \$ (48) Percentage of Net Assets [3],[13],[19] À À À 0.00% Investment, Identifier [Axis]: Two Six Labs, LLC, Delayed Draw Term Loan À À À À Unfunded Commitment À \$ 2,200 À À Fair Value À \$ (15) À À Investment, Identifier [Axis]: Two Six Labs, LLC, First Lien Debt 1 À À À À Variable interest rate [15],[20] À 5.25% 5.25% À Interest Rate [15],[16],[20] À 10.59% 10.59% À Par Amount [9],[15],[20] À \$ 34,541 À À Cost [15],[20] À 34,040 À À Fair Value [15],[20] À \$ 34,256 À À Percentage of Net Assets [15],[20] À 1.84% 1.84% À Investment, Identifier [Axis]: Two Six Labs, LLC, First Lien Debt 2 À À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.59% 10.59% À Par Amount [9],[15],[17],[20] À \$ 4,220 À À Cost [15],[17],[20] À 4,149 À À Fair Value [15],[17],[20] À \$ 4,142 À À Percentage of Net Assets [15],[17],[20] À 0.22% 0.22% À Investment, Identifier [Axis]: Two Six Labs, LLC, First Lien Debt 3 À À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.59% 10.59% À Par Amount [9],[15],[17],[20] À \$ 0 À À Cost [15],[17],[20] À (22) À À Fair Value [15],[17],[20] À \$ (32) À À Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Two Six Labs, LLC, Revolver À À À À Unfunded Commitment À 2,134 À À Fair Value À \$ (32) À À Investment, Identifier [Axis]: US Infra Svcs Buyer, LLC 1 À À À À Variable interest rate [3],[11],[18] À À À 7.25% Interest rate, PIK [3],[11],[18] À À À 0.50% Interest Rate [3],[11],[12],[18] À À À 12.33% Par Amount [3],[11],[18] À À À \$ 14,973 Cost [3],[11],[18] À À À 14,842 Fair Value [3],[11],[18] À À À \$ 14,193 Percentage of Net Assets [3],[11],[18] À À À 0.82% Investment, Identifier [Axis]: US Infra Svcs Buyer, LLC 2 À À À À Variable interest rate [3],[11],[18] À À À 7.25% Interest rate, PIK [3],[11],[18] À À À 0.50% Interest Rate [3],[11],[12],[18] À À À 12.33% Par Amount [3],[11],[18] À À À \$ 2,113 Cost [3],[11],[18] À À À 2,095 Fair Value [3],[11],[18] À À À \$ 2,003 Percentage of Net Assets [3],[11],[18] À À À 0.12% Investment, Identifier [Axis]: US Infra Svcs Buyer, LLC 3 À À À À Variable interest rate [3],[11] À À À 7.25% Interest rate, PIK [3],[11] À À À 0.50% Interest Rate [3],[11],[12] À À À 12.33% Par Amount [3],[11] À À À \$ 2,250 Cost [3],[11] À À À 2,233 Fair Value [3],[11] À À À \$ 2,133 Percentage of Net Assets [3],[11] À À À 0.12% Investment, Identifier [Axis]: US Infra Svcs Buyer, LLC, First Lien Debt 1 À À À À Variable interest rate [14],[15],[17],[21] À 7.25% 7.25% À Interest rate, PIK [14],[15],[17],[21] À 4.75% 4.75% À Interest Rate [14],[15],[16],[21] À 12.57% 12.57% À Par Amount [9],[14],[15],[21] À \$ 13,497 À À Cost [14],[15],[21] À 13,373 À À Fair Value [14],[15],[21] À \$ 12,248 À À Percentage of Net Assets [14],[15],[21] À 0.66% 0.66% À Investment, Identifier [Axis]: US Infra Svcs Buyer, LLC, First Lien Debt 2 À À À À Variable interest rate [14],[15],[21] À 7.25% 7.25% À Interest rate, PIK [14],[15],[21] À 4.75% 4.75% À Interest Rate [14],[15],[16],[21] À 12.57% 12.57% À Par Amount [9],[14],[15],[21] À \$ 1,904 À À Cost [14],[15],[21] À 1,892 À À Fair Value [14],[15],[21] À \$ 1,729 À À Percentage of Net Assets [14],[15],[21] À 0.09% 0.09% À Investment, Identifier [Axis]: US Infra Svcs Buyer, LLC, First Lien Debt 3 À À À À Variable interest rate [14],[15],[17] À 7.25% 7.25% À Interest rate, PIK [14],[15],[17] À 4.75% 4.75% À Interest Rate [14],[15],[16],[17] À 12.57% 12.57% À Par Amount [9],[14],[15],[17] À \$ 975 À À Cost [14],[15],[17] À 962 À À Fair Value [14],[15],[17] À \$ 767 À À Percentage of Net Assets [14],[15],[17] À 0.04% 0.04% À Investment, Identifier [Axis]: US Infra Svcs Buyer, LLC, Revolver À À À À Unfunded Commitment À \$ 1,275 À À Fair Value À (118) À À Investment, Identifier [Axis]: United Flow Technologies Intermediate Holdco II, LLC 1 À À À À Variable interest rate [3],[11] À À À 5.75% Interest Rate [3],[11],[12] À À À 11.28% Par Amount [3],[11] À À À \$ 16,801 Cost [3],[11] À À À 16,566 Fair Value [3],[11] À À À \$ 16,577 Percentage of Net Assets [3],[11] À À À 0.96% Unfunded Commitment À À \$ 32 Fair Value À À À \$ 0 Investment, Identifier [Axis]: United Flow Technologies Intermediate Holdco II, LLC 2 À À À À Variable interest rate [3],[11],[13] À À À 5.75% Interest Rate [3],[11],[12],[13] À À À 11.28% Par Amount [3],[11],[13] À À À \$ 19,651 Cost [3],[11],[13] À À À 19,349 Fair Value [3],[11],[13] À À À \$ 19,390 Percentage of Net Assets [3],[11],[13] À À À 1.13% Unfunded Commitment À À À \$ 1,155 Fair Value À À À (15) Investment, Identifier [Axis]: United Flow Technologies Intermediate Holdco II, LLC 3 À À À À Variable interest rate [3],[11],[13] À À À 5.75% Interest Rate [3],[11],[12],[13] À À À 11.28% Par Amount [3],[11],[13] À À À \$ 1,845 Cost [3],[11],[13] À À À 1,811 Fair Value [3],[11],[13] À À À \$ 1,805 Percentage of Net Assets [3],[11],[13] À À À 0.10% Investment, Identifier [Axis]: United Flow Technologies Intermediate Holdco II, LLC, Delayed Draw Term Loan À À À À Unfunded Commitment À 4,950 À À Fair Value À \$ (37) À À Investment, Identifier [Axis]: United Flow Technologies Intermediate Holdco II, LLC, First Lien Debt 1 À À À À Variable interest rate [14],[15] À 5.25% 5.25% À Interest Rate [14],[15],[16] À 10.60% 10.60% À Par Amount [9],[14],[15] À \$ 8,910 À À Cost [14],[15] À 8,777 À À Fair Value [14],[15] À \$ 8,777 À À Percentage of Net Assets [14],[15] À 0.47% 0.47% À Investment, Identifier [Axis]: United Flow Technologies Intermediate Holdco II, LLC, First Lien Debt 2 À À À À Variable interest rate [14],[15],[17] À 5.25% 5.25% À Interest Rate [14],[15],[16],[17] À 10.60% 10.60% À Par Amount [9],[14],[15],[17] À \$ 0 À À Cost [14],[15],[17] À (37) À À Fair Value [14],[15],[17] À \$ (37) À À Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: United Flow Technologies Intermediate Holdco II, LLC, First Lien Debt 3 À À À À Variable interest rate [14],[15],[17] À 5.25% 5.25% À Interest Rate [14],[15],[16],[17] À 10.60% 10.60% À Par Amount [9],[14],[15],[17] À \$ 40 À À Cost [14],[15],[17] À 25 À À Fair Value [14],[15],[17] À \$ 25 À À Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: United Flow Technologies Intermediate Holdco II, LLC, Revolver À À À À Unfunded Commitment À 950 À À Fair Value À (14) À À Investment, Identifier [Axis]: UpStack, Inc. 1 À À À À Variable interest rate [3],[11] À À À 5.75% Interest Rate [3],[11] À À À 11.60% Par Amount [3],[11] À À À \$ 8,250 Cost [3],[11] À À À 8,115 Fair Value [3],[11] À À À \$ 8,044 Percentage of Net Assets [3],[11] À À À 0.47% Unfunded Commitment À À À \$ 6,197 Fair Value À À À (155) Investment, Identifier [Axis]: UpStack, Inc. 2 À À À À Variable interest rate [3],[11],[13] À À À 6.25% Interest Rate [3],[11],[13] À À À 11.60% Par Amount [3],[11],[13] À À À \$ 6,767 Cost [3],[11],[13] À À À 6,548 Fair Value [3],[11],[13] À À À \$ 6,442 Percentage of Net Assets [3],[11],[13] À À À 0.37% Unfunded Commitment À À À 613 Fair Value À À À (15) Investment, Identifier [Axis]: UpStack, Inc. 3 À À À À Variable interest rate [3],[11],[13] À À À 6.25% Interest Rate [3],[11],[13] À À À 11.60% Par Amount [3],[11],[13] À À À \$ 263 Cost [3],[11],[13] À À À 248 Fair Value [3],[11],[13] À À À \$ 241 Percentage of Net Assets [3],[11],[13] À À À 0.01% Investment, Identifier [Axis]: UpStack, Inc., Delayed Draw Term Loan À À À À Unfunded Commitment À 1,556 À À Fair Value À \$ (16) À À Investment, Identifier [Axis]: UpStack, Inc., First Lien Debt 1 À À À À Variable interest rate [14],[15] À 6.00% 6.00% À Interest Rate [14],[15],[16] À 11.28% 11.28% À Par Amount [9],[14],[15] À \$ 8,208 À À Cost [14],[15] À 8,089 À À Fair Value [14],[15] À \$ 8,126 À À Percentage of Net Assets [14],[15] À 0.44% 0.44% À Investment, Identifier [Axis]: UpStack, Inc., First Lien Debt 2 À À À À Variable interest rate [14],[15] À 6.00% 6.00% À Interest Rate [14],[15],[16] À 11.28% 11.28% À Par Amount [9],[14],[15] À \$ 11,372 À À Cost [14],[15] À 11,124 À À Fair Value [14],[15] À \$ 11,243 À À Percentage of Net Assets [14],[15] À 0.60% 0.60% À Investment, Identifier [Axis]: UpStack, Inc., First Lien Debt 3 À À À À Variable interest rate [14],[15],[17] À 6.00% 6.00% À Interest Rate [14],[15],[16],[17] À 11.28% 11.28% À Par Amount [9],[14],[15],[17] À \$ 569 À À Cost [14],[15],[17] À 556 À À Fair Value [14],[15],[17] À \$ 560 À À Percentage of Net Assets [14],[15],[17] À 0.03% 0.03% À Investment, Identifier [Axis]: UpStack, Inc., Revolver À À À À Unfunded Commitment À 306 À À Fair Value À \$ (3) À À Investment, Identifier [Axis]: User Zoom Technologies, Inc. À À À À Variable interest rate [3],[19] À À À 7.00% Interest Rate [3],[19] À À À 12.49% Par Amount [3],[19] À À À \$ 38,689 Cost [3],[19] À À À 38,050 Fair Value [3],[19] À À À \$ 38,070 Percentage of Net Assets [3],[19] À À À 2.21% Investment, Identifier [Axis]: User Zoom Technologies, Inc., First Lien Debt À À À À Variable interest rate [15],[20] À 7.00% 7.00% À Interest Rate [15],[16],[20] À 12.31% 12.31% À Par Amount [9],[15],[20] À \$ 38,689 À À Cost [15],[20] À 38,094 À À Fair Value [15],[20] À \$ 38,689 À À Percentage of Net Assets [15],[20] À 2.08% 2.08% À Investment, Identifier [Axis]: V Global Holdings, LLC À À À À Unfunded Commitment À À \$ 396 Fair Value À À À (8) Investment, Identifier [Axis]: V Global Holdings, LLC 1 À À À À Variable interest rate [3],[18],[19] À À À 5.75% Interest Rate [3],[12],[18],[19] À À À 11.21% Par Amount [3],[18],[19] À À À \$ 4,854 Cost [3],[18],[19] À À À 4,780 Fair Value [3],[18],[19] À À À \$ 4,756 Percentage of Net Assets [3],[18],[19] À À À 0.28% Investment, Identifier [Axis]: V Global Holdings, LLC 2 À À À À Variable interest rate [3],[13],[19] À À À 5.75% Interest Rate [3],[12],[13],[19] À À À 11.21% Par Amount [3],[13],[19] À À À \$ 276 Cost [3],[13],[19] À À À 269 Fair Value [3],[13],[19] À À À \$ 262 Percentage of Net Assets [3],[13],[19] À À À 0.02% Investment, Identifier [Axis]: V Global Holdings, LLC, First Lien Debt 1 À À À À Variable interest rate [15],[20],[21] À 5.75% 5.75% À Interest Rate [15],[16],[20],[21] À 11.22% 11.22% À Par Amount [9],[15],[20],[21] À \$ 4,829 À À Cost [15],[20],[21] À 4,764 À À Fair Value [15],[20],[21] À \$ 4,527 À À Percentage of Net Assets [15],[20],[21] À 0.24% 0.24% À Investment, Identifier [Axis]: V Global Holdings, LLC, First Lien Debt 2 À À À À Variable interest rate [15],[17],[20] À 5.75% 5.75% À Interest Rate [15],[16],[17],[20] À 11.22% 11.22% À Par Amount [9],[15],[17],[20] À \$ 492 À À Cost [15],[17],[20] À 486 À À Fair Value [15],[17],[20] À \$ 449 À À Percentage of Net Assets [15],[17],[20] À 0.02% 0.02% À Investment, Identifier [Axis]: V Global Holdings, LLC, Revolver À À À À Unfunded Commitment À 180 À À Fair Value À (11) À À Investment, Identifier [Axis]: VRC Companies, LLC 1 À À À À Variable interest rate [3],[11],[18] À À À 5.75% Interest Rate [3],[11],[12],[18] À À À 11.12% Par Amount [3],[11],[18] À À À \$ 63,939 Cost [3],[11],[18] À À À 63,310 Fair Value [3],[11],[18] À À À \$ 63,856 Percentage of Net Assets [3],[11],[18] À À À 3.71% Unfunded Commitment À À À 1,653 Fair Value À À À (2) Investment, Identifier [Axis]: VRC Companies, LLC 2 À À À À Variable interest rate [3],[11] À À À 5.75% Interest Rate [3],[11],[12] À À À 11.12% Par Amount [3],[11] À À À \$ 9,063 Cost [3],[11] À À À 8,966 Fair Value [3],[11] À À À \$ 9,051 Percentage of Net Assets [3],[11] À À À 0.53% Investment, Identifier [Axis]: VRC Companies, LLC 3 À À À À Variable interest rate [3],[11],[13] À À À 5.75% Interest Rate [3],[11],[12],[13] À À À 11.12% Par Amount [3],[11],[13] À À À \$ 0 Cost [3],[11],[13] À À À (15) Fair Value [3],[11],[13] À À À (2) Percentage of Net Assets [3],[11],[13] À À À 0.00% Investment, Identifier [Axis]: VRC Companies, LLC, Delayed Draw Term Loan À À À À Unfunded Commitment À 320 À À Fair Value À \$ 0 À À Investment, Identifier [Axis]: VRC Companies, LLC, First Lien Debt 1 À À À À Variable interest rate [14],[15] À 5.75% 5.75% À Interest Rate [14],[15],[16] À 11.08% 11.08% À Par Amount [9],[14],[15] À \$ 72,629 À À Cost [14],[15] À 71,996 À À Fair Value [14],[15] À \$ 72,629 À À Percentage of Net Assets [14],[15] À 3.90% 3.90% À Investment, Identifier [Axis]: VRC Companies, LLC, First Lien Debt 2 À À À À Variable interest rate [14],[15],[17] À 5.75% 5.75% À Interest Rate [14],[15],[16],[17] À 11.08% 11.08% À Par Amount [9],[14],[15],[17] À \$ 177 À À Cost [14],[15],[17] À 171 À À Fair Value [14],[15],[17] À \$ 177 À À Percentage of Net Assets [14],[15],[17] À 0.01% 0.01% À Investment, Identifier [Axis]: VRC Companies, LLC, First Lien Debt 3 À À À À Variable interest rate [14],[15],[17] À 5.75% 5.75% À Interest Rate [14],[15],[16],[17] À 11.08% 11.08% À Par Amount [9],[14],[15],[17] À \$ 0 À À Cost [14],[15],[17] À (12) À À Fair Value [14],[15],[17] À \$ 0 À À Percentage of Net Assets [14],[15],[17] À 0.00% 0.00% À Investment, Identifier [Axis]: VRC Companies, LLC, Revolver À À À À Unfunded Commitment À 1,653 À À Fair Value À 0 À À Investment, Identifier [Axis]: Vardiman Black Holdings, LLC 1 À À À À Variable interest rate [1],[3] À À À 9.00% Interest rate, PIK [1],[3] À À À 2.00% Interest Rate [1],[3] À À À 14.40% Par Amount [1],[3] À À À \$ 3,386 Cost [1],[3] À À À 3,360 Fair Value [1],[3] À À À \$ 2,815 Percentage of Net Assets [1],[3] À À À 0.16% Investment, Identifier [Axis]: Vardiman Black Holdings, LLC 2 À À À À Variable interest rate [1],[3] À À À 9.00% Interest rate, PIK [1],[3] À À À 2.00% Interest Rate [1],[3] À À À 14.40% Par Amount [1],[3] À À À \$ 4,020 Cost [1],[3] À À À 3,988 Fair Value [1],[3] À À À \$ 3,342 Percentage of Net Assets [1],[3] À À À 0.19% Investment, Identifier [Axis]: Vardiman Black Holdings, LLC, Delayed Draw Term Loan À À À À Unfunded Commitment À 201 À À Fair Value À \$ (6) À À Investment, Identifier [Axis]: Vardiman Black Holdings, LLC, First Lien Debt 1 À À À À Variable interest rate [15],[25] À 7.00% 7.00% À Interest rate, PIK [15],[25] À 2.00% 2.00% À Interest Rate [15],[16],[25] À 12.43% 12.43% À Par Amount [9],[15],[25] À \$ 5,560 À À Cost [15],[25] À 5,560 À À Fair Value [15],[25] À \$ 5,560 À À Percentage of Net Assets [15],[25] À 0.30% 0.30% À Investment, Identifier [Axis]: Vardiman Black Holdings, LLC, First Lien Debt 2 À À À À Variable interest rate [15],[17],[25],[29] À 7.00% 7.00% À Interest rate, PIK [15],[17],[25],[29] À 2.00% 2.00% À Interest Rate [15],[16],[17],[25],[29] À 12.43% 12.43% À Par Amount [9],[15],[17],[25],[29] À \$ 465 À À Cost [15],[17],[25],[29] À 447 À À Fair Value [15],[17],[25],[29] À \$ 445 À À Percentage of Net Assets [15],[17],[25],[29] À 0.02% 0.02% À Investment, Identifier [Axis]: Vardiman Black Holdings, LLC, Preferred Equity À À À À Interest rate, PIK [15],[23] À 6.00% 6.00% À Par Amount, Shares (in shares) | shares [9],[15],[23] À 2,649,446 2,649,446 À Cost [15],[23] À \$ 1,728 À À Fair Value [15],[23] À \$ 1,688 À À Percentage of Net Assets [15],[23] À 0.09% 0.09% À Investment, Identifier [Axis]: Vehlo Purchaser, LLC, Delayed Draw Term Loan À À À À Unfunded Commitment À 16,495 À À Fair Value À \$ (85) À À Investment, Identifier [Axis]: Vehlo Purchaser, LLC, First Lien Debt 1 À À À À Variable interest rate [15],[20] À 5.25% 5.25% À Interest Rate [15],[16],[20] À 10.58% 10.58% À Par Amount [9],[15],[20] À \$ 2,936 À À Cost [15],[20] À 2,908 À À Fair Value [15],[20] À \$ 2,908 À À Percentage of Net Assets [15],[20] À 0.16% 0.16% À Investment, Identifier [Axis]: Vehlo Purchaser, LLC, First Lien Debt 2 À À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.58% 10.58% À Par Amount [9],[15],[17],[20] À \$ 713 À À Cost [15],[17],[20] À 621 À À Fair Value [15],[17],[20] À \$ 621 À À Percentage of Net Assets [15],[17],[20] À 0.03% 0.03% À Investment, Identifier [Axis]: Vehlo Purchaser, LLC, First Lien Debt 3 À À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.58% 10.58% À Par Amount [9],[15],[17],[20] À \$ 43 À À Cost [15],[17],[20] À 41 À À Fair Value [15],[17],[20] À \$ 41 À À Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Vehlo Purchaser, LLC, Revolver À À À À Unfunded Commitment À 100 À À Fair Value À (1) À À Investment, Identifier [Axis]: Vensure Employer Services, Inc. À À À À Variable interest rate [3],[13],[19] À À À 5.25% Interest Rate [3],[12],[13],[19] À À À 10.63% Par Amount [3],[13],[19] À À À \$ 328 Cost [3],[13],[19] À À À 306 Fair Value [3],[13],[19] À À À \$ 306 Percentage of Net Assets [3],[13],[19] À À À 0.02% Unfunded Commitment À À À 2,362 Fair Value À À À (20) Investment, Identifier [Axis]: Vensure Employer Services, Inc., Delayed Draw Term Loan À À À À Unfunded Commitment À 867 À À Fair Value À \$ 0 À À Investment, Identifier [Axis]: Vensure Employer Services, Inc., First Lien Debt À À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.58% 10.58% À Par Amount [9],[15],[17],[20] À \$ 1,818 À À Cost [15],[17],[20] À 1,788 À À Fair Value [15],[17],[20] À \$ 1,818 À À Percentage of Net Assets [15],[17],[20] À 0.10% 0.10% À Investment, Identifier [Axis]: Verdantas LLC, Common Equity À À À À Par Amount, Shares (in shares) | shares [9],[15],[23],[24] À 4,780 4,780 À Cost [15],[23],[24] À \$ 5 À À Fair Value [15],[23],[24] À \$ 5 À À Percentage of Net Assets [15],[23],[24] À 0.00% 0.00% À Investment, Identifier [Axis]: Verdantas LLC, Delayed Draw Term Loan À À À À Unfunded Commitment À 11,754 À À Fair Value À \$ (86) À À Investment, Identifier [Axis]: Verdantas LLC, First Lien Debt 1 À À À À Variable interest rate [15],[20] À 5.25% 5.25% À Interest Rate [15],[16],[20] À 10.58% 10.58% À Par Amount [9],[15],[20] À \$ 16,491 À À Cost [15],[20] À 16,248 À À Fair Value [15],[20] À \$ 16,248 À À Percentage of Net Assets [15],[20] À 0.87% 0.87% À Investment, Identifier [Axis]: Verdantas LLC, First Lien Debt 2 À À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.58% 10.58% À Par Amount [9],[15],[17],[20] À \$ 0 À À Cost [15],[17],[20] À (86) À À Fair Value [15],[17],[20] À \$ (86) À À Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Verdantas LLC, First Lien Debt 3 À À À À Variable interest rate [15],[17],[20] À 5.25% 5.25% À Interest Rate [15],[16],[17],[20] À 10.58% 10.58% À Par Amount [9],[15],[17],[20] À \$ 0 À À Cost [15],[17],[20] À (26) À À Fair Value [15],[17],[20] À \$ (26) À À Percentage of Net Assets [15],[17],[20] À 0.00% 0.00% À Investment, Identifier [Axis]: Verdantas LLC, Preferred Equity À À À À Par Amount, Shares (in shares) | shares [9],[15],[23] À 473,220 473,220 À Cost [15],[23] À \$ 473 À À Fair Value [15],[23] À \$ 473 À À Percentage of Net Assets [15],[23] À 0.03% 0.03% À Investment, Identifier [Axis]: Verdantas LLC, Revolver À À À À Unfunded Commitment À 1,754 À À Fair Value À \$ (26) À À Investment, Identifier [Axis]: Vermont Aus Pty Ltd À À À À Variable interest rate [3],[26] À À À 5.50% Interest Rate [3],[26] À À À 11.00% Par Amount [3],[26] À À À \$ 8,351 Cost [3],[26] À À À 8,190 Fair Value [3],[26] À À À \$ 8,194 Percentage of Net Assets [3],[26] À À À 0.48% Investment, Identifier [Axis]: Vermont Aus Pty Ltd., First Lien Debt À À À À Variable interest rate [15],[20],[27] À 5.50% 5.50% À Interest Rate [15],[16],[20],[27] À 10.99% 10.99% À Par Amount [9],[15],[20],[27] À \$ 8,309 À À Cost [15],[20],[27] À 8,163 À À Fair Value [15],[20],[27] À \$ 8,260 À À Percentage of Net Assets [15],[20],[27] À 0.44% 0.44% À Investment, Identifier [Axis]: Vertex Service

Partners, LLC 1 Á Á Á Variable interest rate [3],[18],[19] Á Á 5.50% Interest Rate [3],[18],[19] Á Á Á 10.90% Par Amount [3],[18],[19] Á Á Á \$ 1,730 Fair Value [3],[18],[19] Á Á Á \$ 1,730 Percentage of Net Assets [3],[18],[19] Á Á Á 0.10% Unfunded Commitment Á Á Á \$ 2,562 Fair Value Á Á Á \$ (39) Investment, Identifier [Axis]: Vertex Service Partners, LLC 2 Á Á Á Variable interest rate [3],[13],[19] Á Á Á 5.50% Interest Rate [3],[13],[19] Á Á Á 10.90% Par Amount [3],[13],[19] Á Á Á \$ 854 Cost [3],[13],[19] Á Á Á 802 Fair Value [3],[13],[19] Á Á Á \$ 802 Percentage of Net Assets [3],[13],[19] Á Á Á 0.05% Unfunded Commitment Á Á Á \$ 460 Fair Value Á Á Á \$ (11) Investment, Identifier [Axis]: Vertex Service Partners, LLC, 3 Á Á Á Variable interest rate [3],[13],[19] Á Á Á 5.50% Interest Rate [3],[13],[19] Á Á Á 10.90% Par Amount [3],[13],[19] Á Á Á \$ 0 Cost [3],[13],[19] Á Á Á (11) Fair Value [3],[13],[19] Á Á Á \$ (11) Percentage of Net Assets [3],[13],[19] Á Á Á 0.00% Investment, Identifier [Axis]: Vertex Service Partners, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á \$ 959 Á Fair Value Á \$ (12) Á Investment, Identifier [Axis]: Vertex Service Partners, LLC, First Lien Debt 1 Á Á Á Variable interest rate [15],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[20] Á 10.82% 10.82% Á Par Amount [9],[15],[20] Á \$ 1,769 Á Cost [15],[20] Á 1,728 Á Fair Value [15],[20] Á \$ 1,747 Á Percentage of Net Assets [15],[20] Á 0.09% 0.09% Á Investment, Identifier [Axis]: Vertex Service Partners, LLC, First Lien Debt 2 Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.82% 10.82% Á Par Amount [9],[15],[17],[20] Á \$ 2,451 Á Cost [15],[17],[20] Á 2,383 Á Fair Value [15],[17],[20] Á \$ 2,408 Á Percentage of Net Assets [15],[17],[20] Á 0.13% 0.13% Á Investment, Identifier [Axis]: Vertex Service Partners, LLC, First Lien Debt 3 Á Á Á Variable interest rate [15],[17],[20] Á 5.50% 5.50% Á Interest Rate [15],[16],[17],[20] Á 10.82% 10.82% Á Par Amount [9],[15],[17],[20] Á \$ 66 Á Cost [15],[17],[20] Á 55 Á Fair Value [15],[17],[20] Á \$ 60 Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Vertex Service Partners, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 394 Á Fair Value Á \$ (5) Á Investment, Identifier [Axis]: Vessco Midco Holdings, LLC Á Á Á Unfunded Commitment Á Á \$ 428 Fair Value Á Á Á \$ 0 Investment, Identifier [Axis]: Vessco Midco Holdings, LLC 1 Á Á Á Variable interest rate [3],[11],[18] Á Á Á 4.50% Interest Rate [3],[11],[18] Á Á Á 9.97% Par Amount [3],[11],[18] Á Á Á \$ 2,687 Cost [3],[11],[18] Á Á Á 2,673 Fair Value [3],[11],[18] Á Á Á \$ 2,687 Percentage of Net Assets [3],[11],[18] Á Á Á 0.16% Investment, Identifier [Axis]: Vessco Midco Holdings, LLC 2 Á Á Á Variable interest rate [3],[11] Á Á Á 4.50% Interest Rate [3],[11] Á Á Á 9.97% Par Amount [3],[11] Á Á Á \$ 1,751 Cost [3],[11] Á Á Á 1,742 Fair Value [3],[11] Á Á Á \$ 1,751 Percentage of Net Assets [3],[11] Á Á Á 0.10% Investment, Identifier [Axis]: Vessco Midco Holdings, LLC 3 Á Á Á Variable interest rate [3],[13] Á Á Á 3.50% Interest Rate [3],[13] Á Á Á 12.00% Par Amount [3],[13] Á Á Á \$ 20 Cost [3],[13] Á Á Á 18 Fair Value [3],[13] Á Á Á \$ 20 Percentage of Net Assets [3],[13] Á Á Á 0.00% Investment, Identifier [Axis]: Vessco Midco Holdings, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15],[21] Á 4.50% 4.50% Á Interest Rate [14],[15],[21] Á 9.94% 9.94% Á Par Amount [9],[14],[15],[21] Á \$ 2,673 Á Cost [14],[15],[21] Á 2,662 Á Fair Value [14],[15],[21] Á \$ 2,673 Á Percentage of Net Assets [14],[15],[21] Á 0.14% 0.14% Á Investment, Identifier [Axis]: Vessco Midco Holdings, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15] Á 4.50% 4.50% Á Interest Rate [14],[15],[16] Á 9.94% 9.94% Á Par Amount [9],[14],[15] Á \$ 1,742 Á Cost [14],[15] Á 1,734 Á Fair Value [14],[15] Á \$ 1,742 Á Percentage of Net Assets [14],[15] Á 0.09% 0.09% Á Investment, Identifier [Axis]: Vessco Midco Holdings, LLC, First Lien Debt 3 Á Á Á Variable interest rate [15],[17] Á 3.50% 3.50% Á Interest Rate [15],[16],[17] Á 12.00% 12.00% Á Par Amount [9],[15],[17] Á \$ 0 Á Cost [15],[17] Á (2) Á Fair Value [15],[17] Á \$ 0 Á Percentage of Net Assets [15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Vessco Midco Holdings, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 447 Á Fair Value Á \$ 0 Á Investment, Identifier [Axis]: World Insurance Associates, LLC Á Á Á Unfunded Commitment Á Á \$ 1,269 Fair Value Á Á Á \$ (41) Investment, Identifier [Axis]: World Insurance Associates, LLC 1 Á Á Á Variable interest rate [3],[11],[18] Á Á Á 6.00% Interest Rate [3],[11],[18] Á Á Á 11.88 Á Á Á 3.65% Investment, Identifier [Axis]: World Insurance Associates, LLC 2 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 6.00% Interest Rate [3],[11],[13] Á Á Á 11.36% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (11) Fair Value [3],[11],[13] Á Á Á \$ (41) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: World Insurance Associates, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15],[21] Á 6.00% 6.00% Á Interest Rate [14],[15],[16],[21] Á 11.36% 11.36% Á Par Amount [9],[14],[15],[21] Á \$ 67,008 Á Cost [14],[15],[21] Á 65,687 Á Fair Value [14],[15],[21] Á \$ 66,792 Á Percentage of Net Assets [14],[15],[21] Á 3.59% 3.59% Á Investment, Identifier [Axis]: World Insurance Associates, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 6.00% 6.00% Á Interest Rate [14],[15],[16],[17] Á 11.36% 11.36% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (9) Á Fair Value [14],[15],[17] Á \$ (23) Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: World Insurance Associates, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 1,269 Á Fair Value Á (23) Á Investment, Identifier [Axis]: YI, LLC 1 Á Á Variable interest rate [3],[11],[18] Á Á Á 5.75% Interest Rate [3],[11],[18] Á Á Á 11.09% Par Amount [3],[11],[18] Á Á Á \$ 5,654 Cost [3],[11],[18] Á Á Á 5,542 Fair Value [3],[11],[18] Á Á Á \$ 5,542 Percentage of Net Assets [3],[11],[18] Á Á Á 0.32% Unfunded Commitment Á Á \$ 1,178 Fair Value Á Á Á \$ (12) Investment, Identifier [Axis]: YI, LLC 2 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[13] Á Á Á 11.09% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (12) Fair Value [3],[11],[13] Á Á Á \$ (12) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Unfunded Commitment Á Á \$ 883 Fair Value Á Á Á \$ (17) Investment, Identifier [Axis]: YI, LLC 3 Á Á Á Variable interest rate [3],[11],[13] Á Á Á 5.75% Interest Rate [3],[11],[13] Á Á Á 11.09% Par Amount [3],[11],[13] Á Á Á \$ 0 Cost [3],[11],[13] Á Á Á (17) Fair Value [3],[11],[13] Á Á Á \$ (17) Percentage of Net Assets [3],[11],[13] Á Á Á 0.00% Investment, Identifier [Axis]: YI, LLC, Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 1,178 Á Fair Value Á \$ (2) Á Investment, Identifier [Axis]: YI, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15],[21] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[21] Á 11.08% 11.08% Á Par Amount [9],[14],[15],[21] Á \$ 5,625 Á Cost [14],[15],[21] Á 5,521 Á Fair Value [14],[15],[21] Á \$ 5,618 Á Percentage of Net Assets [14],[15],[21] Á 0.30% 0.30% Á Investment, Identifier [Axis]: YI, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[17] Á 11.08% 11.08% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (1) Á Fair Value [14],[15],[17] Á \$ (2) Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: YI, LLC, First Lien Debt 3 Á Á Á Variable interest rate [14],[15],[17] Á 5.75% 5.75% Á Interest Rate [14],[15],[16],[17] Á 11.08% 11.08% Á Par Amount [9],[14],[15],[17] Á \$ 0 Á Cost [14],[15],[17] Á (16) Á Fair Value [14],[15],[17] Á \$ (1) Á Percentage of Net Assets [14],[15],[17] Á 0.00% 0.00% Á Investment, Identifier [Axis]: YI, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 883 Á Fair Value Á \$ (1) Á Investment, Identifier [Axis]: Zarya Intermediate, LLC Á Á Á Unfunded Commitment Á Á \$ 521 Fair Value Á Á Á \$ 0 Investment, Identifier [Axis]: Zarya Intermediate, LLC 1 Á Á Á Variable interest rate [3],[11],[26] Á Á Á 6.50% Interest Rate [3],[11],[26] Á Á Á 11.89% Par Amount [3],[11],[26] Á Á Á \$ 3,128 Fair Value [3],[11],[26] Á Á Á \$ 3,128 Percentage of Net Assets [3],[11],[26] Á Á Á 11.89% Par Amount [3],[11],[26] Á Á Á \$ 3,128 Cost [3],[11],[26] Á Á Á 3,128 Fair Value [3],[11],[26] Á Á Á \$ 3,128 Percentage of Net Assets [3],[11],[26] Á Á Á 0.18% Investment, Identifier [Axis]: Zarya Intermediate, LLC, First Lien Debt 1 Á Á Á Variable interest rate [14],[15],[27] Á 6.50% 6.50% Á Interest Rate [14],[15],[16],[27] Á 11.85% 11.85% Á Par Amount [9],[14],[15],[27] Á \$ 35,319 Á Cost [14],[15],[27] Á 35,319 Á Fair Value [14],[15],[27] Á \$ 35,316 Á Percentage of Net Assets [14],[15],[27] Á 1.90% 1.90% Á Investment, Identifier [Axis]: Zarya Intermediate, LLC, First Lien Debt 2 Á Á Á Variable interest rate [14],[15],[17],[27] Á 6.50% 6.50% Á Interest Rate [14],[15],[16],[17],[27] Á 11.85% 11.85% Á Par Amount [9],[14],[15],[17],[27] Á \$ 0 Á Cost [14],[15],[17],[27] Á 0 Á Fair Value [14],[15],[17],[27] Á \$ 0 Á Percentage of Net Assets [14],[15],[17],[27] Á 0.00% 0.00% Á Investment, Identifier [Axis]: Zarya Intermediate, LLC, Revolver Á Á Á Unfunded Commitment Á \$ 3,649 Á Fair Value Á 0 Á Investment, Identifier [Axis]: iCIMS, Inc. 1 Á Á Variable interest rate [3] Á Á 7.25% Interest rate, PIK [3] Á Á 3.88% Interest Rate [3] Á Á 12.62% Par Amount [3] Á Á \$ 7,064 Cost [3] Á Á 6,963 Fair Value [3] Á Á \$ 7,064 Percentage of Net Assets [3] Á Á 0.41% Unfunded Commitment Á Á \$ 101 Fair Value Á Á \$ 0 Investment, Identifier [Axis]: iCIMS, Inc. 2 Á Á Variable interest rate [3],[13] Á Á 7.25% Interest rate, PIK [3],[13] Á Á 3.88% Interest Rate [3],[13] Á Á 12.62% Par Amount [3],[13] Á Á Á \$ 0 Cost [3],[13] Á Á Á (1) Fair Value [3],[13] Á Á Á \$ 0 Percentage of Net Assets [3],[13] Á Á 0.00% Unfunded Commitment Á Á \$ 38 Fair Value Á Á Á \$ 0 Investment, Identifier [Axis]: iCIMS, Inc. 3 Á Á Variable interest rate [3],[13] Á Á 7.25% Interest rate, PIK [3],[13] Á Á 3.88% Interest Rate [3],[13] Á Á 12.62% Par Amount [3],[13] Á Á \$ 8 Cost [3],[13] Á Á 7 Fair Value [3],[13] Á Á \$ 8 Percentage of Net Assets [3],[13] Á Á 0.00% Investment, Identifier [Axis]: iCIMS, Inc., Delayed Draw Term Loan Á Á Á Unfunded Commitment Á 92 Á Fair Value Á \$ 0 Á Investment, Identifier [Axis]: iCIMS, Inc., First Lien Debt 1 Á Á Variable interest rate [15],[20] Á 7.25% 7.25% Á Interest rate, PIK [15],[20] Á 3.38% 3.38% Á Interest Rate [15],[16],[20] Á 12.58% 12.58% Á Par Amount [9],[15],[20] Á \$ 7,073 Á Cost [15],[20] Á 6,981 Á Fair Value [15],[20] Á \$ 7,073 Á Percentage of Net Assets [15],[20] Á 0.38% 0.38% Á Investment, Identifier [Axis]: iCIMS, Inc., First Lien Debt 2 Á Á Variable interest rate [15],[17],[20] Á 7.25% 7.25% Á Interest rate, PIK [15],[17],[20] Á 3.38% 3.38% Á Interest Rate [15],[16],[17],[20] Á 12.58% 12.58% Á Par Amount [9],[15],[17],[20] Á \$ 0 Á Cost [15],[17],[20] Á (1) Á Fair Value [15],[17],[20] Á \$ 0 Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: iCIMS, Inc., First Lien Debt 3 Á Á Variable interest rate [15],[17],[20] Á 7.25% 7.25% Á Interest rate, PIK [15],[17],[20] Á 3.38% 3.38% Á Interest Rate [15],[16],[17],[20] Á 12.58% 12.58% Á Par Amount [9],[15],[17],[20] Á \$ 4 Á Percentage of Net Assets [15],[17],[20] Á 0.00% 0.00% Á Investment, Identifier [Axis]: iCIMS, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 41 Á Fair Value Á \$ 0 Á Investment, Identifier [Axis]: mPulse Mobile, Inc. Á Á Á Par Amount, Shares (in shares) shares [3],[22] Á Á 165,761 Cost [3],[22] Á Á \$ 1,220 Fair Value [3],[22] Á Á \$ 1,218 Percentage of Net Assets [3],[22] Á Á 0.07% Investment, Identifier [Axis]: mPulse Mobile, Inc. Á Á Á Unfunded Commitment Á Á \$ 2,668 Fair Value Á Á Á \$ (59) Investment, Identifier [Axis]: mPulse Mobile, Inc. 1 Á Á Variable interest rate [3] Á Á 6.50% Interest Rate [3] Á Á 11.83% Par Amount [3] Á Á \$ 40,740 Cost [3] Á Á 39,916 Fair Value [3] Á Á \$ 39,947 Percentage of Net Assets [3] Á Á 2.32% Investment, Identifier [Axis]: mPulse Mobile, Inc. 2 Á Á Á Variable interest rate [3] Á Á 6.50% Interest Rate [3] Á Á 11.98% Par Amount [3] Á Á \$ 5,417 Cost [3] Á Á 5,300 Fair Value [3] Á Á \$ 5,308 Percentage of Net Assets [3] Á Á 0.31% Investment, Identifier [Axis]: mPulse Mobile, Inc. 3 Á Á Variable interest rate [3],[13] Á Á 6.50% Interest Rate [3],[13] Á Á 11.83% Par Amount [3],[13] Á Á \$ 0 Cost [3],[13] Á Á (60) Fair Value [3],[13] Á Á \$ (59) Percentage of Net Assets [3],[13] Á Á 0.00% Investment, Identifier [Axis]: mPulse Mobile, Inc., Common Equity Á Á Á Par Amount, Shares (in shares) shares [9],[15],[23],[24] Á Á 165,761 165,761 Á Cost [15],[23],[24] Á Á \$ 1,220 Á Fair Value [15],[23],[24] Á Á \$ 1,372 Á Percentage of Net Assets [15],[23],[24] Á 0.07% 0.07% Á Investment, Identifier [Axis]: mPulse Mobile, Inc., First Lien Debt 1 Á Á Variable interest rate [15],[20] Á 6.50% 6.50% Á Interest Rate [15],[16],[20] Á 11.94% 11.94% Á Par Amount [9],[15],[20] Á \$ 12,050 Á Cost [15],[20] Á 11,895 Á Fair Value [15],[20] Á \$ 11,997 Á Percentage of Net Assets [15],[20] Á 0.64% 0.64% Á Investment, Identifier [Axis]: mPulse Mobile, Inc., First Lien Debt 2 Á Á Variable interest rate [15],[20] Á 6.50% 6.50% Á Interest Rate [15],[16],[20] Á 11.94% 11.94% Á Par Amount [9],[15],[20] Á \$ 20,029 Á Cost [15],[20] Á 19,596 Á Fair Value [15],[20] Á \$ 19,721 Á Percentage of Net Assets [15],[20] Á 1.06% 1.06% Á Investment, Identifier [Axis]: mPulse Mobile, Inc., First Lien Debt 3 Á Á Variable interest rate [15],[17],[20] Á 6.50% 6.50% Á Interest Rate [15],[16],[17],[20] Á 11.94% 11.94% Á Par Amount [9],[15],[17],[20] Á \$ 934 Á Cost [15],[17],[20] Á 881 Á Fair Value [15],[17],[20] Á \$ 897 Á Percentage of Net Assets [15],[17],[20] Á 0.05% 0.05% Á Investment, Identifier [Axis]: mPulse Mobile, Inc., Revolver Á Á Á Unfunded Commitment Á \$ 1,734 Á Fair Value Á \$ (22) Á [1] Investment was on non-accrual status as of December 31, 2023. [2] Loan includes interest rate floor of 0.50%. [3] These investments were valued using unobservable inputs and are considered Level 3 investments. Fair value was determined in good faith by or under the direction of the Company’s Valuation Designee, under the supervision of the Board of Directors (the “Board of Directors” or the “Board”) (see Note 2 and Note 5), pursuant to the Company’s valuation policy. [4] Instrument is used in a hedge accounting relationship. The associated change in fair value is recorded along with the change in fair value of the hedging item within interest expense. [5] For further details, see Note 6 “Debt” to our consolidated financial statements included in this report. [6] Contains a variable rate structure. Bears interest at a rate determined by SOFR. [7] Unless otherwise indicated, the Company’s investments are pledged as collateral supporting the amounts outstanding under the Trust Credit Facility (as defined below). See Note 6 “Debt”. [8] Unless otherwise indicated, issuers of debt and equity investments held by the Company (which such term “Company” shall include the Company’s consolidated subsidiaries for purposes of this Consolidated Schedule of Investments) are denominated in dollars. All debt investments are income producing unless otherwise indicated. All equity investments (including preferred equity investments) are non-income producing unless otherwise noted. Certain portfolio company investments are subject to contractual restrictions on sales. Under the Investment Company Act of 1940, as amended (together with the rules and regulations promulgated thereunder, the “1940 Act”), the Company would be deemed to “control” a portfolio company if the Company owned more than 25% of its outstanding voting securities and/or held the power to exercise control over the management or policies of the portfolio company. As of June 30, 2024 the Company does not “control” any of these portfolio companies. Under the 1940 Act, the Company would be deemed an “affiliated person” of a portfolio company if the Company owns 5% or more of the portfolio company’s outstanding voting securities. As of June 30, 2024, the Company is not an “affiliated person” of any of its portfolio companies. [9] Par amount is presented for debt investments, while the number of shares or units owned is presented for equity investments. Par amount is denominated in U.S. Dollars (“\$” or “USD”) unless otherwise noted, Euro (“€”), Great British Pound (“£GBP”), or Canadian dollar (“CAD”). [10] The cost represents the original cost adjusted for the amortization of discounts and premiums, as applicable, on debt investments using the effective interest method. [11] Loan includes interest rate floor of 1.00%. [12] Variable rate loans to the portfolio companies bear interest at a rate that is determined by reference to either EURIBOR (“E”) or SOFR (“S”) or an alternate base rate (commonly based on the Federal Funds Rate (“F”) or the U.S. Prime Rate (“P”), each of which generally resets periodically. For each loan, the Company has indicated the reference rate used and provided the spread and the interest rate in effect as of December 31, 2023. For investments with multiple reference rates or alternate base rates, the interest rate shown is the weighted average interest rate in effect at December 31, 2023. As of December 31, 2023, the reference rates for our variable rate loans were the 3-month F at 3.91%, 1-month S at 5.35%, the 3-month S at 5.33%, the 6-month S at 5.16% and the P at 8.50% . [13] Position or portion thereof is an unfunded loan commitment, and no interest is being earned on the unfunded portion, although the investment may earn unused commitment fees. Negative cost and fair value, if any, results from unamortized fees, which are capitalized to the cost of the investment. The unfunded loan commitment may be subject to a commitment termination date that may expire prior to the maturity date stated. See below for more information on the Company’s unfunded commitments as of December 31, 2023: Investments “A” – non-controlled/non-affiliated Commitment Type Commitment Expiration Date Unfunded Commitment Fair Value First Lien Debt 365 Retail Markets, LLC Revolver 12/23/2026 \$2,800 “A” 48Forty Solutions, LLC Revolver 11/30/2026 1,086 (AM) MCP Pet Holdings, Inc. (Brightpet) Revolver 10/5/2026 0,424 (AI) ARI Network Services, Inc. Revolver 2/28/2025 0,304 (29) AWP Group Holdings, Inc. Delayed Draw Term Loan 8/1/2025 1,579 (24) AWP Group Holdings, Inc. Revolver 12/24/2026 2,000 (9) Abacus Data Holdings, Inc. (AbacusNext) Revolver 3/10/2023 350 “A” Abracon Group Holdings, LLC Delayed Draw Term Loan 7/6/2024 441 (77) Advarra Holdings, Inc. Delayed Draw Term Loan 8/26/2024 41 (1) Alert Media, Inc. Revolver 4/10/2026 0,434 (53) Amerilife Holdings, LLC Delayed Draw Term Loan 10/7/2025 147 (2) Amerilife Holdings, LLC Revolver 8/31/2028 437 (6) Investments “B” – non-controlled/non-affiliated Commitment Type Commitment Expiration Date Unfunded Commitment Fair Value Answer Acquisition, LLC Revolver 12/30/2026 1,924 (3) Apex Service Partners, LLC Delayed Draw Term Loan 10/24/2025 922 (73) Apex Service Partners, LLC Revolver 10/24/2029 335 (43) Appfire Technologies, LLC Delayed Draw Term Loan 6/13/2024 0,834 (14) Appfire Technologies, LLC Revolver 3/9/2027 129 (2) Appltools, Inc. Revolver 5/25/2028 433 (10) Assembly Intermediate, LLC Delayed Draw Term Loan 1/1/2024 1,556 (58) Assembly Intermediate, LLC Revolver 10/19/2027 0,744 (78) Associations, Inc. Delayed Draw Term Loan 6/10/2024 60 (1) Associations, Inc. Revolver 7/2/2027 203 (1) Atlas US Finco, Inc. Revolver 12/2/2028 1,864 “A” Avalara, Inc. Revolver 10/19/2028 1,304 “A” Bottomline Technologies, Inc. Revolver 5/15/2028 267 “A” Bradyfids Holdings, LLC Delayed Draw Term Loan 3/1/2025 619 (8) Bradyfids Holdings, LLC Revolver 10/31/2026 314 (12) Bridgepointe Technologies, LLC Delayed Draw Term Loan 4/1/2025 426 (73) Bullhorn, Inc. Revolver 9/30/2026 593 (2) CLEO Communications Holding, LLC Revolver 6/9/2027 12,502 (196) Caerus US 1, Inc. Delayed Draw Term Loan 10/28/2024 893 “A” Caerus US 1, Inc. Revolver 5/25/2029 293 “A” Catalis Intermediate, Inc. Revolver 8/4/2027 778 (153) Chase Intermediate, LLC Delayed Draw Term Loan 8/31/2025 10,601 (196) Chase Intermediate, LLC Revolver 10/30/2028 530 (10) Citrin Cooperman Advisors, LLC Delayed Draw Term Loan 12/31/2025 275 (70) Coupa Holdings, LLC Delayed Draw Term Loan 8/27/2024 0,854 (12) Coupa Holdings, LLC Revolver 2/27/2029 831 (9) Cyara Acquisition Co, LLC Revolver 6/28/2023 314 (6) Diligent Corporation Revolver 8/24/2025 0,704 (4) Dwyer Instruments, Inc. Delayed Draw Term Loan 12/2/2025 954 (29) Dwyer Instruments, Inc. Revolver 7/21/2027 0,144 (20) E-Discovery AcquireCo, LLC Revolver 8/29/2029 1,618 (28) Encore Holdings,

LLCRevolver11/23/2027539A à€"À Energy Labs Holdings Corp.Revolver4/7/202839A à€"À Excelitas Technologies Corp.Delayed Draw Term Loan8/12/202444A à€"À Excelitas Technologies Corp.Revolver8/14/202851A à€"À FLS Holding, Inc.Revolver12/17/20271,802À (11)FMG Suite Holdings, LLCRevolver10/30/20261,542À (10)FORTIS Solutions Group, LLCDelayed Draw Term Loan6/24/2024908A à€"À Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueFORTIS Solutions Group, LLCRevolver10/15/202752,564À à€"À Foundation Risk Partners Corp.Revolver10/29/20274,571À à€"À Fullsteam Operations, LLCDelayed Draw Term Loan5/27/20253,902À (68)Fullsteam Operations, LLCRevolver11/27/2029608A (18)GC Waves Holdings, Inc.Delayed Draw Term Loan1,231/20246,095À (113)GC Waves Holdings, Inc.Revolver8/11/2028331A (6)GPS Merger Sub, LLCDelayed Draw Term Loan10/2/20251,274À (12)GPS Merger Sub, LLCRevolver10/7/20291,019A (20)GS AcquisitionCo, Inc.Revolvers5/22/20262,420A à€"À GSM Acquisition Corp. (GSM Outdoors)Revolver11/16/20264,280À (43)Galway Borrower, LLCDelayed Draw Term Loan4/28/20241,712À (18)Galway Borrower, LLCRevolver9/30/20272,053À (60)Gateway US Holdings, Inc.Revolver9/22/202630A à€"À GraphPad Software, LLCRevolver4/27/2027875A (3)Ground Penetrating Radar Systems, LLCRevolver6/26/20251,641A (14)Groundworks, LLCDelayed Draw Term Loan9/14/202454A à€"À Groundworks, LLCRevolver3/14/202962A à€"À Heartland Veterinary Partners, LLCRevolver12/10/2026375A (3)Helios Service Partners, LLCDelayed Draw Term Loan2/7/20255,933À (59)Helios Service Partners, LLCRevolver3/19/2027542A (5)Higginbotham Insurance Agency, Inc.Delayed Draw Term Loan8/23/20251,254A à€"À High Street Buyer, Inc.Revolver4/16/20272,136A à€"À Hyland Software, Inc.Revolvers9/19/20291,879À (21)Inszone Mid, LLCDelayed Draw Term Loan11/10/20256,000À (64)Inszone Mid, LLCRevolver11/12/2029817A (16)Integrity Marketing Acquisition, LLCRevolver8/27/202652A (1)Iris Buyer, LLCDelayed Draw Term Loan10/2/2030856A (13)Iris Buyer, LLCRevolver10/2/20291,001À (26)KENG Acquisition, Inc.Delayed Draw Term Loan8/1/20252,040À (26)KENG Acquisition, Inc.Revolver8/1/2029781A (10)KWOR Acquisition, Inc.Delayed Draw Term Loan6/22/20243,473À (50)KWOR Acquisition, Inc.Revolver12/22/202770A (1)Kaseya, Inc.Delayed Draw Term Loan6/23/2024803A (4)Kaseya, Inc.Revolver6/25/2029642A (3)Komline Sanderson Engineering Corp.Delayed Draw Term Loan5/27/20248,529À (266)Komline Sanderson Engineering Corp.Revolver3/17/20264,746À (148)Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueLJ Avalon Holdings, LLCDelayed Draw Term Loan8/1/202481,028À \$(24)LJ Avalon Holdings, LLCRevolver2/1/2029675A (16)LUV Car Wash Group, LLCDelayed Draw Term Loan3/14/2024274A (1)LegitScript, LLCDelayed Draw Term Loan6/24/20246,612À (59)LegitScript, LLCRevolver6/24/20283,167À (28)Lightspeed Solution, LLCDelayed Draw Term Loan3/1/20242,024À (36)MHE Intermediate Holdings, LLCRevolver7/21/20272,500À (25)MRI Software, LLCDelayed Draw Term Loan12/19/202574A à€"À MRI Software, LLCRevolver2/10/20262,252À (12)Magneto Components Buycio, LLCDelayed Draw Term Loan6/5/20253,035À (28)Magneto Components Buycio, LLCRevolver12/5/20292,529À (46)Magnolia Wash HoldingsRevolver7/14/202871A (7)MajescoRevolver9/21/20261,575À (18)Mantech International CPDelayed Draw Term Loan9/14/202456A à€"À Mantech International CPRevolver9/14/202853A à€"À Mobile Communications America, Inc.Delayed Draw Term Loan10/16/20251,921À (14)Mobile Communications America, Inc.Revolver10/16/2029960A (14)Montana Buyer, Inc.Revolver7/22/2028400A (3)Netwrix Corporation And Concept Searching, Inc.Delayed Draw Term Loan6/10/20241,528À (23)Netwrix Corporation And Concept Searching, Inc.Revolver6/11/2029431A (6)Oak Purchaser, Inc.Delayed Draw Term Loan4/28/2024127A (3)Oak Purchaser, Inc.Revolver4/28/2028372A (8)Omni Intermediate Holdings, LLCDelayed Draw Term Loan6/24/2024138A (7)Omni Intermediate Holdings, LLCRevolver12/30/2025233A (11)PCX Holding Corp.Revolver4/22/2027987A (6)PDFTron Systems, Inc.Revolver7/15/20263,850À (26)PPV Intermediate Holdings, LLCDelayed Draw Term Loan8/31/202515,090À (124)Pareto Health Intermediate Holdings, Inc.Revolver6/1/2029792A (6)Patriot Growth Insurance Services, LLCRevolver10/16/20284,485À (44)Peter C. Foy & Associates Insurance Services, LLCDelayed Draw Term Loan10/19/20241,695À (8)Peter C. Foy & Associates Insurance Services, LLCRevolver11/1/2027832A (12)Pound Bidco, Inc.Delayed Draw Term Loan12/31/2024297A à€"À Pound Bidco, Inc.Revolver1/30/20261,163À à€"À Procure Acquireco, Inc. (Procure Analytics)Revolver12/20/2028238A (7)Project Boost Purchaser, LLCDelayed Draw Term Loan5/2/2024589A (1)Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueProject Boost Purchaser, LLCRevolver5/2/20285449A à€"À RSC Acquisition, Inc.Delayed Draw Term Loan2/14/2025610A (5)Randy's Holdings, Inc.Delayed Draw Term Loan11/1/20242,248À (8)Randy's Holdings, Inc.Revolver11/1/2028639A (2)Raptor Merger Sub Debt, LLCRevolver4/1/20281,953À (2)Recovery Point Systems, Inc.Revolver8/12/20264,000A à€"À Redwood Services Group, LLCDelayed Draw Term Loan3/1/2025505A (12)Revalize, Inc.Revolver4/15/202753A (1)Riskconnect Parent, LLCDelayed Draw Term Loan7/7/2024558A (1)RoadOne IntermodalLogisticsDelayed Draw Term Loan6/30/2024273A (5)RoadOne IntermodalLogisticsRevolver12/29/2028309A (6)Securix, Inc.Revolver4/5/20283,782A (21)Sherlock Buyer Corp.Delayed Draw Term Loan9/6/20253,215À (2)Sherlock Buyer Corp.Revolver12/8/20271,286À (1)Smash, Inc.Delayed Draw Term Loan2/18/2024536A (9)Smash, Inc.Revolver2/16/2029268A (5)Spectrio, LLCRevolver12/9/2026493A (25)Spectrum Automotive Holdings Corp.Delayed Draw Term Loan6/29/20241,154À (26)Spectrum Automotive Holdings Corp.Revolver6/29/2027881A (20)Spotless Brands, LLCRevolver7/25/2028114A (1)Stepping Stones Healthcare Services, LLCDelayed Draw Term Loan1/1/2024276A (4)Stepping Stones Healthcare Services, LLCRevolver12/30/20262625A (9)Summit Acquisition, Inc.Delayed Draw Term Loan11/1/20241,638À (25)Summit Acquisition, Inc.Revolvers5/1/2029819A (12)Summit Buyer, LLCDelayed Draw Term Loan8/25/2025197A (5)Summit Buyer, LLCRevolver1/14/20262,443A (59)Superman Holdings, LLCDelayed Draw Term Loan5/1/2025380A (5)Surewex Purchaser III, Inc.Delayed Draw Term Loan6/28/20241,128A à€"À Surewex Purchaser III, Inc.Revolver12/28/2028494A à€"À SvetoRevolver9/9/2027930A (19)Sweep Purchaser, LLCDelayed Draw Term Loan5/5/2024273A (55)Sweep Purchaser, LLCRevolver11/30/202628A (6)Syntax Systems LtdRevolver10/29/20261,447A (26)Tamarack Intermediate, LLCDelayed Draw Term Loan10/6/2025398A (6)Tamarack Intermediate, LLCRevolver3/13/2028900A (22)Tank Holding Corp.Delayed Draw Term Loan5/22/2024494A (10)Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueTank Holding Corp.Revolvers3/31/2028587A \$(26)Thrive Buyer, Inc. (Thrive Networks)Revolver1/22/20271,321A (26)Tidi Legacy Products, Inc.Delayed Draw Term Loan6/19/2025913A (9)Tidi Legacy Products, Inc.Revolver12/19/2029657A (13)Trintech, Inc.Revolver7/25/20292,092À (39)Triple Lift, Inc.Revolvers5/20282,467A (172)Trunk Acquisition, Inc.Revolver2/19/2026857A (16)Two Six Labs, LLCRevolver8/20/20272,134À (48)United Flow Technologies Intermediate Holdco II, LLCDelayed Draw Term Loan1/1/202432A à€"À United Flow Technologies Intermediate Holdco II, LLCRevolver10/29/20261,155À (15)UpStack, Inc.Delayed Draw Term Loan6/30/20256,197A (155)UpStack, Inc.Revolvers8/20/2027613A (15)V Global Holdings, LLCRevolver12/22/2025396A (8)VRV Companies, LLCRevolver6/29/20271,653A (2)Vensure Employer Services, Inc.Delayed Draw Term Loan6/15/20252,362À (20)Vertex Service Partners, LLCDelayed Draw Term Loan11/8/20252,562À (39)Vertex Service Partners, LLCRevolver11/8/2030460A (11)Vessco Midco Holdings, LLCRevolver10/18/2026428A à€"À World Insurance Associates, LLCRevolver4/3/20281,269À (41)YI, LLCDelayed Draw Term Loan6/6/20251,178À (12)YI, LLCRevolver12/3/2029883A (17)Zarya Intermediate, LLCRevolver7/1/2027521A à€"À iCIMS, Inc.Delayed Draw Term Loan8/18/2025101A à€"À iCIMS, Inc.Revolver8/18/202838A à€"À mPulse Mobile, Inc.Revolver12/18/20272,668À (59)Total First Lien Debt Unfunded Commitments\$294,950À \$(4,552)Total Unfunded Commitments\$294,950À \$(4,552) [14] Loan includes interest rate floor of 1.00%. [15] These investments were valued using unobservable inputs and are considered Level 3 investments. Fair value was determined in good faith by or under the direction of the Company's Valuation Designee, under the supervision of the Board of Directors (the "Board of Directors" or the "Board") (see Note 2 and Note 5), pursuant to the Companyà€™s valuation policy. [16] Variable rate loans to the portfolio companies bear interest at a rate that is determined by reference to either EURIBOR ("E") or SOFR ("S") or an alternate base rate (commonly based on the Federal Funds Rate ("F") or the U.S. Prime Rate ("P")), each of which generally resets periodically. For each loan, the Company has indicated the reference rate used and provided the spread and the interest rate in effect as of June 30, 2024. For investments with multiple reference rates or alternate base rates, the interest rate shown is the weighted average interest rate in effect at June 30, 2024. As of June 30, 2024, the reference rates for our variable rate loans were the 3-month E at 3.71%, 1-month S at 5.34%, 3-month S at 5.32%, 6-month S at 5.25% and the P at 8.50%. [17] Position or portion thereof is an unfunded loan commitment, and no interest is being earned on the unfunded portion, although the investment may earn unused commitment fees. Negative cost and fair value, if any, results from unamortized fees, which are capitalized to the cost of the investment. The unfunded loan commitment may be subject to a commitment termination date that may expire prior to the maturity date stated. See below for more information on the Companyà€™s unfunded commitments as of June 30, 2024:Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueFirst Lien Debt365 Retail Markets, LLCRevolver12/23/202682,800À à€"À 48Forty Solutions, LLCRevolver1/30/2026543A (68)ARI Network Services, Inc.Revolver2/28/20251,576A à€"À AWP Group Holdings, Inc.Delayed Draw Term Loan8/1/2025837A à€"À AWP Group Holdings, Inc.Revolver12/24/2029419A à€"À Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueAbacus Data Holdings, Inc. (AbacusNext)Revolver3/10/2027\$1,400À \$(61)Abracon Group Holdings, LLCDelayed Draw Term Loan7/6/2024441A (107)Advarra Holdings, Inc.Delayed Draw Term Loan8/26/202441A à€"À Alert Media, Inc.Revolver4/10/20263,043À (65)Amerilife Holdings, LLCDelayed Draw Term Loan6/17/20262,596À (6)Amerilife Holdings, LLCRevolver8/31/2028437A à€"À Answer Acquisition, LLCRevolver12/30/20261,249À (6)Any Hour, LLCDelayed Draw Term Loan5/23/20266,926À (51)Any Hour, LLCRevolver5/23/20303,013A (44)Apex Service Partners, LLCDelayed Draw Term Loan10/24/2025792A (5)Apex Service Partners, LLCRevolver10/24/20291,404A (8)Appfire Technologies, LLCDelayed Draw Term Loan6/28/20265,036À (23)Appfire Technologies, LLCRevolver3/9/2028129A à€"À Applitools, Inc.Revolver5/25/2028433A (5)Aptean, Inc.Delayed Draw Term Loan1/30/20261,824A (8)Aptean, Inc.Revolver1/30/2031984A (4)Arcoro Holdings Corp.Revolvers3/28/20301,957A (22)Artifact Bidco, Inc.Delayed Draw Term Loan5/22/20277,759À (39)Artifact Bidco, Inc.Revolvers5/22/20305,542À (55)Assembly Intermediate, LLCDelayed Draw Term Loan10/19/20251,556À (74)Assembly Intermediate, LLCRevolver10/19/20272,074À (99)Associations, Inc.Delayed Draw Term Loan7/3/2028846A (1)Associations, Inc.Revolver7/3/2028678A (1)Atlas US Fincio, Inc.Revolver12/9/2028186A à€"À Avalara, Inc.Revolver10/19/20281,040A à€"À Bottomline Technologies, Inc.Revolvers15/2028267A à€"À Bradyfids Holdings, LLCDelayed Draw Term Loan10/31/2025311A (1)Bradyfids Holdings, LLCRevolver10/31/2029631A (1)Bridgepointe Technologies, LLCDelayed Draw Term Loan4/1/20252,453A à€"À Bullhorn, Inc.Delayed Draw Term Loan9/30/2026474A (2)Bullhorn, Inc.Revolver10/1/2029717A à€"À CLEO Communications Holding, LLCRevolver6/9/202712,502À (99)COP Collisionright Parent, LLCDelayed Draw Term Loan1/29/20263,416À (54)COP Collisionright Parent, LLCRevolver1/29/2030884A (14)Caerus US 1, Inc.Delayed Draw Term Loan10/28/20284893A (40)Caerus US 1, Inc.Revolvers5/25/2029937A (42)Catalis Intermediate, Inc.Revolvers4/4/20272,778A (89)Certy Partners, LLCDelayed Draw Term Loan6/7/20262,062À (20)Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueCerty Partners, LLCRevolver7/30/2029236A à€"À Chase Intermediate, LLCDelayed Draw Term Loan8/31/202510,442À (136)Chase Intermediate, LLCRevolver10/30/2028530A (5)Citrin Cooperman Advisors, LLCDelayed Draw Term Loan12/13/20254,992À (41)Conсор Intermediate II, LLCDelayed Draw Term Loan5/10/20264,577A (22)Conсор Intermediate II, LLCRevolver5/12/20311,220A (12)Coupa Holdings, LLCDelayed Draw Term Loan8/27/20251,085À (8)Coupa Holdings, LLCRevolver2/27/2029831A (6)Cyara AcquisitionCo, LLCRevolver6/28/2029313A (2)Diligent CorporationDelayed Draw Term Loan4/30/20264,118À (30)Diligent CorporationRevolver8/4/20302,745À (20)Dwyer Instruments, Inc.Delayed Draw Term Loan12/22/20252,954À (17)Dwyer Instruments, Inc.Revolver7/21/20271,014À (3)E-Discovery AcquireCo, LLCRevolver8/29/20291,618À (12)EVDР Purchaser, Inc.Delayed Draw Term Loan10/2/20245,881À (15)EVDР Purchaser, Inc.Revolver2/14/20313,117À (8)Encore Holdings, LLCDelayed Draw Term Loan3/28/20263,774À (57)Encore Holdings, LLCRevolver11/23/2027341A (2)Energy Labs Holdings Corp.Delayed Draw Term Loan5/24/2026636A (5)Energy Labs Holdings Corp.Revolver4/7/2028222A (3)Essential Services Holding CorporationDelayed Draw Term Loan6/17/20264,773A (24)Essential Services Holding CorporationRevolver6/3/20302,983A (30)Excelitas Technologies Corp.Delayed Draw Term Loan5/1/20262,044À (15)Excelitas Technologies Corp.Revolver8/14/2028131A (2)FLS Holding, Inc.Revolver12/17/2027901A (67)FMG Suite Holdings, LLCRevolver10/30/20262,319À (26)FORTIS Solutions Group, LLCDelayed Draw Term Loan6/24/2025758A à€"À FORTIS Solutions Group, LLCRevolver10/15/20272,159A à€"À Formstack Acquisition CoDelayed Draw Term Loan3/30/20263,273A (34)Formstack Acquisition CoRevolver3/28/20302,188À (23)Foundation Risk Partners Corp.Delayed Draw Term Loan5/21/20265,702À (28)Foundation Risk Partners Corp.Revolver10/29/20296,709A à€"À Fullsteam Operations, LLCDelayed Draw Term Loan5/27/20257,091À (107)Fullsteam Operations, LLCRevolver11/27/2029608A (9)GC Waves Holdings, Inc.Delayed Draw Term Loan12/31/20244,543À (22)GC Waves Holdings, Inc.Revolver8/10/2029331A (2)GI DI Cornfield Acquisition LLCDelayed Draw Term Loan5/31/202615,667À (115)GPS Merger Sub, LLCDelayed Draw Term Loan10/2/20251,274À (7)Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueGPS Merger Sub, LLCRevolver10/2/202991,019A à€"À GS AcquisitionCo, Inc.Delayed Draw Term Loan3/26/2026189A à€"À GS AcquisitionCo, Inc.Revolvers5/25/20282,140A à€"À GSM Acquisition Corp. (GSM Outdoors)Revolver11/16/20264,280A à€"À Galway Borrower, LLCDelayed Draw Term Loan2/6/20262,992À (42)Galway Borrower, LLCRevolver9/29/20281,910A (27)Gateway US Holdings, Inc.Revolver9/22/202630A à€"À Granicus, Inc.Delayed Draw Term Loan1/17/20261,900À (3)Granicus, Inc.Revolver1/17/20311,772A (3)GraphPad Software, LLCDelayed Draw Term Loan6/28/20267,982À (40)GraphPad Software, LLCRevolver6/30/20312,993À (15)Ground Penetrating Radar Systems, LLCDelayed Draw Term Loan4/5/20277,733A (56)Ground Penetrating Radar Systems, LLC, Revolver4/2/20312,605À (38)HSI Halo Acquisition, Inc.Delayed Draw Term Loan6/28/20263,248À (16)HSI Halo Acquisition, Inc.Revolver6/28/20302,165À (22)Heartland Veterinary Partners, LLCRevolver12/10/2026375A à€"À Helios Service Partners, LLCDelayed Draw Term Loan2/7/20252,408A à€"À Helios Service Partners, LLCRevolver3/19/20271,290A à€"À Hercules Borrower LLCDelayed Draw Term Loan4/5/20264,519À (23)Higginbotham Insurance Agency, Inc.Delayed Draw Term Loan3/27/20267,081À (32)High Street Buyer, Inc.Delayed Draw Term Loan3/11/20268,711À (48)High Street Buyer, Inc.Revolver4/16/20272,136À (2)Hootsuite Inc.Revolvers5/22/20302,500À (37)Hyland Software, Inc.Revolvers9/19/20291,879A à€"À Icefall Parent, Inc.Revolver1/25/2030507A (9)Inszone Mid, LLCDelayed Draw Term Loan11/10/20254,207À (37)Inszone Mid, LLCRevolver11/12/2029817A (7)Integrity Marketing Acquisition, LLCRevolver8/27/202652A à€"À Invictus Buyer, LLCDelayed Draw Term Loan6/3/20261,688À (8)Invictus Buyer, LLCRevolver6/3/2031625A (6)Iris Buyer, LLCDelayed Draw Term Loan10/2/2030340A (3)Iris Buyer, LLCRevolver10/2/20291,001À (9)KENG Acquisition, Inc.Delayed Draw Term Loan8/1/20251,862À (5)KENG Acquisition, Inc.Revolver8/1/2029878A (2)KWOR Acquisition, Inc.Revolver12/22/202728A (1)Kaseya, Inc.Delayed Draw Term Loan6/23/2025761A à€"À Kaseya, Inc.Revolver6/25/2029642A à€"À Komline Sanderson Engineering Corp.Revolvers3/17/20262,753A à€"À Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueLJ Avalon Holdings, LLCDelayed Draw Term Loan10/1/202582,366À \$(10)LJ Avalon Holdings, LLCRevolver2/1/2029675A (2)LUV Car Wash Group, LLCDelayed Draw Term Loan7/4/2024293A à€"À LegitScript, LLCRevolver6/24/20283,167A à€"À MHE Intermediate Holdings, LLCRevolver7/21/20272,500A à€"À MRI Software, LLCDelayed Draw Term Loan12/19/202561A à€"À MRI Software, LLCRevolver2/10/20272,252A à€"À Magneto Components Buycio, LLCDelayed Draw Term Loan6/5/20253,035À (21)Magneto Components Buycio, LLCRevolver12/5/20292,529A (18)Magnolia Wash HoldingsRevolver7/14/202871A (6)MajescoRevolver9/21/20271,575À (19)Mantech International CPDelayed Draw Term Loan6/14/2025636A à€"À Mantech International CPRevolver9/14/2028507A à€"À Mobile Communications America, Inc.Delayed Draw Term Loan10/16/20251,825A à€"À Mobile Communications America, Inc.Revolver10/16/2029960A à€"À Model N, Inc.Delayed Draw Term Loan6/27/20263,683À (18)Model N, Inc.Revolver6/27/20311,964À (20)Montana Buyer, Inc.Revolver7/22/2028440A à€"À Netwrix Corporation And Concept Searching, Inc.Revolver6/11/2029431A à€"À Oak Purchaser, Inc.Delayed Draw Term Loan2/2/20251,010À (12)Oak Purchaser, Inc.Revolver4/28/2028372A (5)Orion Group Holdco, LLCDelayed Draw Term Loan7/24/20253,473À (31)PCX Holding Corp.Revolver4/22/2027308A (22)PDFTron Systems, Inc.Revolver7/15/20267,700A à€"À PDI TA Holdings, Inc.Delayed Draw Term Loan2/1/20265,212À (3)PDI TA Holdings, Inc.Revolver2/3/20312,280À (1)PPV Intermediate Holdings, LLCDelayed Draw Term Loan8/31/20257,545A à€"À PT Intermediate Holdings III, LLCDelayed Draw Term Loan4/8/20263,287A (5)Pareto Health Intermediate Holdings, Inc.Revolver6/1/2029792A à€"À Patriot Growth Insurance Services, LLCRevolver10/16/20284,485A à€"À PerkinElmer U.S., LLCDelayed Draw Term Loan5/10/20262,803À (20)Peter C. Foy & Associates Insurance Services, LLCDelayed Draw Term Loan4/23/20261,722À (10)Peter C. Foy & Associates Insurance Services, LLCRevolver11/1/2027832A à€"À Pound Bidco, Inc.Delayed Draw Term Loan2/1/20272,023A à€"À Pound Bidco, Inc.Revolver2/1/20271,163A à€"À Procure Acquireco, Inc. (Procure Analytics)Revolver12/20/2028238A à€"À Project Accelerate Parent, LLCRevolver2/24/20311,250À (10)Project Boost Purchaser, LLCRevolver5/2/2028397A à€"À Investments à€" non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueProject Potter Buyer, LLCRevolver4/23/20267733A à€"À Promptcare Infusion Buyer, Inc.Delayed Draw Term Loan10/19/20251,389À (20)Pye-Barker Fire & Safety, LLCDelayed Draw Term Loan5/24/202610,530À (52)Pye-Barker Fire & Safety, LLCRevolver5/24/20303,189À (31)RFS Opco LLCRevolver4/4/2029500A (5)RSC Acquisition, Inc.Delayed Draw Term Loan2/14/2025107A à€"À Randy's Holdings, Inc.Delayed Draw Term Loan11/1/20241,834À à€"À Randy's Holdings, Inc.Revolver11/1/2028731A à€"À Raptor Merger Sub Debt,

LLCRevolver4/1/20291,872Å (3)Recovery Point Systems, Inc.Revolver8/12/20264,000Å (3)Redwood Services Group, LLCDelayed Draw Term Loan2/5/20262,638Å (23)Realize, Inc.Revolver4/15/202744Å (3)Riskconnect Parent, LLCDelayed Draw Term Loan3/1/20251,264Å (13)Riskconnect Parent, LLCRevolver12/7/2028915Å (9)RoadOne IntermodaLogisticsDelayed Draw Term Loan6/30/2025273Å (6)RoadOne IntermodaLogisticsRevolver12/29/2028309Å (6)SV Newco 2 IncDelayed Draw Term Loan5/31/202514,319Å (106)SV Newco 2 IncRevolver6/2/20318,591Å (127)Securinox, Inc.Revolver4/5/20283,697Å (236)Spectrum Automotive Holdings Corp.Delayed Draw Term Loan3/24/20269,424Å (69)Sherlock Buyer Corp.Revolver12/8/20271,286Å (3)A Smarsh, Inc.Delayed Draw Term Loan2/18/2025536Å (3)A Smarsh, Inc.Revolver2/16/2029139Å (3)A Sonny's Enterprises, LLCDelayed Draw Term Loan6/5/20261,415Å (10)Spectro, LLCRevolver12/9/2026493Å (25)Spectrum Automotive Holdings Corp.Delayed Draw Term Loan12/30/2024820Å (7)Spectrum Automotive Holdings Corp.Revolver6/29/2027881Å (7)Spotless Brands, LLCRevolver7/25/202887Å (3)A Stepping Stones Healthcare Services, LLCDelayed Draw Term Loan4/25/20261,250Å (9)Stepping Stones Healthcare Services, LLCRevolver12/30/2026625Å (3)A Summit Acquisition, Inc.Delayed Draw Term Loan11/1/20241,638Å (3)A Summit Acquisition, Inc.Revolver5/1/2029819Å (3)A Superman Holdings, LLCDelayed Draw Term Loan5/1/2025380Å (1)Surewex Purchaser III, Inc.Delayed Draw Term Loan7/9/20241,128Å (3)A Surewex Purchaser III, Inc.Revolver12/28/2028648Å (14)SuveToRevolver9/9/2027616Å (18)Sweep Purchaser, LLCRevolver6/30/20271,406Å (3)A Tamarack Intermediate, LLCRevolver3/13/2028900Å (18)Investments (3) non-controlled/non-affiliatedCommitment TypeCommitment Expiration DateUnfunded CommitmentFair ValueTank Holding Corp.Delayed Draw Term Loan9/30/2024\$410Å \$(8)Tank Holding Corp.Revolver3/31/2028800Å (16)Thrive Buyer, Inc. (Thrive Networks)Revolver1/22/20271,321Å (12)Tidi Legacy Products, Inc.Delayed Draw Term Loan6/19/2025494Å (2)Tidi Legacy Products, Inc.Revolver12/19/2029356Å (1)Trintech, Inc.Revolver7/25/20292,092Å (44)Triple Lift, Inc.Revolver5/5/20282,467Å (170)Trunk Acquisition, Inc.Revolver2/19/2026857Å (6)Two Six Labs, LLCDelayed Draw Term Loan10/9/20252,200Å (15)Two Six Labs, LLCRevolver8/20/20272,134Å (32)US Infra Svcs Buyer, LLCRevolver4/13/20271,275Å (118)United Flow Technologies Intermediate Holdco II, LLCDelayed Draw Term Loan6/21/20264,950Å (37)United Flow Technologies Intermediate Holdco II, LLCRevolver6/21/2030950Å (14)UpStack, Inc.Delayed Draw Term Loan6/30/20251,556Å (16)UpStack, Inc.Revolver8/20/2027306Å (3)V Global Holdings, LLCRevolver12/22/2025180Å (11)VRC Companies, LLCDelayed Draw Term Loan8/15/2025320Å (3)A VRC Companies, LLCRevolver6/29/20271,653Å (3)A Vardiman Black Holdings, LLCDelayed Draw Term Loan3/29/2026201Å (6)Vehlo Purchaser, LLCDelayed Draw Term Loan5/24/202514,495Å (85)Vehlo Purchaser, LLCRevolver5/24/2028100Å (1)Vensure Employer Services, Inc.Delayed Draw Term Loan6/15/2025867Å (3)A Verdantas LLCDelayed Draw Term Loan5/6/202611,754Å (86)Verdantas LLCRevolver5/6/20301,754Å (26)Vertex Service Partners, LLCDelayed Draw Term Loan11/8/2025959Å (12)Vertex Service Partners, LLCRevolver11/8/2030394Å (5)Vessco Midco Holdings, LLCRevolver10/18/2026447Å (3)A World Insurance Associates, LLCRevolver4/3/20281,269Å (23)YI, LLCDelayed Draw Term Loan6/6/20251,178Å (2)YI, LLCRevolver12/3/2029883Å (1)Zarya Intermediate, LLCRevolver7/1/20273,649Å (3)A iCIMS, Inc.Delayed Draw Term Loan8/18/202592Å (3)A iCIMS, Inc.Revolver8/18/202841Å (3)A mPulse Mobile, Inc.Revolver12/17/20271,734Å (22)Total First Lien Debt Unfunded Commitments\$511,230Å \$(4,350)Total Unfunded Commitments\$511,230Å \$(4,350) [18] Assets or a portion thereof are pledged as collateral for the BNP Funding Facility (as defined below). See Note 6 (3)Debt(3). [19] Loan includes interest rate floor of 0.75%. [20] Loan includes interest rate floor of 0.75%. [21] Assets or a portion thereof are pledged as collateral for the BNP Funding Facility (as defined below). See Note 6 (3)Debt(3). [22] Securities exempt from registration under the Securities Act of 1933, as amended, and may be deemed to be (3)restricted securities(3). As of December 31, 2023, the aggregate fair value of these securities is \$54,538 or 3.17% of the Company(3)'s net assets. The initial acquisition dates have been included for such securities. [23] Securities exempt from registration under the Securities Act of 1933, and may be deemed to be (3)restricted securities(3). As of June 30, 2024, the aggregate fair value of these securities is \$56,932 or 3.06% of the Company(3)'s net assets. The initial acquisition dates have been included for such securities. [24] Non-income producing security. [25] Loan includes interest rate floor of 0.50%. [26] The investment is not a qualifying asset under Section 55(a) of the 1940 Act. The Company may not acquire any non-qualifying asset unless, at the time of acquisition, qualifying assets represent at least 70% of the Company(3)'s total assets. As of December 31, 2023, non-qualifying assets represented 6.55% of total assets as calculated in accordance with regulatory requirements. [27] The investment is not a qualifying asset under Section 55(a) of the 1940 Act. The Company may not acquire any non-qualifying asset unless, at the time of acquisition, qualifying assets represent at least 70% of the Company(3)'s total assets. As of June 30, 2024, non-qualifying assets represented 7.22% of total assets as calculated in accordance with regulatory requirements. [28] Position was unsettled as of June 30th, 2024. [29] The investment includes an exit fee that is receivable upon certain conditions being met. See Note 2 "Significant Accounting Policies". [30] Investment was on non-accrual status as of June 30, 2024. [31] Unless otherwise indicated, the Company(3)'s investments are pledged as collateral supporting the amounts outstanding under the Trust Credit Facility (as defined below). See Note 6 (3)Debt(3). [32] Unless otherwise indicated, issuers of debt and equity investments held by the Company (where such term (3)Company(3) shall include the Company(3)'s consolidated subsidiaries for purposes of this Consolidated Schedule of Investments) are denominated in dollars. All debt investments are income producing unless otherwise indicated. All equity investments are non-income producing unless otherwise noted. Certain portfolio company investments are subject to contractual restrictions on sales. Under the Investment Company Act of 1940, as amended (together with the rules and regulations promulgated thereunder, the (3)1940 Act(3)), the Company would be deemed to (3)control(3) a portfolio company if the Company owned more than 25% of its outstanding voting securities and/or held the power to exercise control over the management or policies of the portfolio company. As of December 31, 2023, the Company does not (3)control(3) any of these portfolio companies. Under the 1940 Act, the Company would be deemed an (3)affiliated person(3) of a portfolio company if the Company owns 5% or more of the portfolio company(3)'s outstanding voting securities. As of December 31, 2023, the Company is not an (3)affiliated person(3) of any of its portfolio companies. [33] The cost represents the original cost adjusted for the amortization of discounts and premiums, as applicable, on debt investments using the effective interest method. X - DefinitionInvestment Company, Financial Commitment to Investee, Fair Value + ReferencesNo definition available. + Details Name: msdlf_InvestmentCompanyFinancialCommitmentToInvesteeFairValue Namespace Prefix: msdlf_Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - DefinitionFor an entity that discloses a concentration risk in relation to quantitative amount, which serves as the "benchmark" (or denominator) in the equation, this concept represents the concentration percentage derived from the division. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 42 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-42>Reference 2: [http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 825 -SubTopic 10 -Section 50 -Paragraph 21 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-21](http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 825 -SubTopic 10 -Section 50 -Paragraph 21 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-21)Reference 3: <http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 825 -SubTopic 10 -Section 50 -Paragraph 20 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-20>Reference 4: [http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 275 -SubTopic 10 -Section 50 -Paragraph 20 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-20](http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 275 -SubTopic 10 -Section 50 -Paragraph 18 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-18) + Details Name: us-gaap_ConcentrationRiskPercentage1 Namespace Prefix: us-gaap_Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - DefinitionThe percentage points added to the reference rate to compute the variable rate on the interest rate derivative. + ReferencesNo definition available. + Details Name: us-gaap_DerivativeBasisSpreadOnVariableRate Namespace Prefix: us-gaap_Data Type: dtr-types:percentItemType Balance Type: na Period Type: instant X - DefinitionFair value of the assets less the liabilities of a derivative or group of derivatives. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-10> + Details Name: us-gaap_DerivativeFairValueOfDerivativeNet Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - DefinitionFixed interest rate related to the interest rate derivative. + ReferencesNo definition available. + Details Name: us-gaap_DerivativeFixedInterestRate Namespace Prefix: us-gaap_Data Type: dtr-types:percentItemType Balance Type: na Period Type: instant X - DefinitionNominal or face amount used to calculate payment on derivative. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 815 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-1B>Reference 2: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 815 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1A -Subparagraph \(d\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-1A](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 815 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1A -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-1A) + Details Name: us-gaap_DerivativeNotionalAmount Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: na Period Type: instant X - DefinitionPercentage added to reference rate used to compute variable rate on investment. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.12-12A\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.12-12A)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-2)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.12-12\)\(Column A\)\(Footnote 4\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12)(Column A)(Footnote 4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1)Reference 3: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.12-12B\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3)Reference 4: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6) + Details Name: us-gaap_InvestmentBasisSpreadVariableRate Namespace Prefix: us-gaap_Data Type: dtr-types:percentItemType Balance Type: na Period Type: instant X - DefinitionAmount of financial support committed by investment company to investee that is contractually required but not provided. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 16 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-16](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 16 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-16) + Details Name: us-gaap_InvestmentCompanyFinancialCommitmentToInvesteeFutureAmount Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionRate of interest on investment. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 55 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477439/946-210-55-1>Reference 2: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 320 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481800/320-10-50-2>Reference 3: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 320 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481800/320-10-50-5>Reference 4: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.12-12A\)\(Column A\)\(Footnote 2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.12-12A)(Column A)(Footnote 2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-2)Reference 5: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.12-12A\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.12-12A)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-2)Reference 6: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.12-12\)\(Column A\)\(Footnote 2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12)(Column A)(Footnote 2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1)Reference 7: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\)\(Column A\)\(Footnote 2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14)(Column A)(Footnote 2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6)Reference 8: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.12-12\)\(Column A\)\(Footnote 4\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12)(Column A)(Footnote 4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1)Reference 9: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.12-12B\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3)Reference 10: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.12-12B\)\(Column A\)\(Footnote 4\)\(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B)(Column A)(Footnote 4)(a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3)Reference 11: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6) + Details Name: us-gaap_InvestmentInterestRate Namespace Prefix: us-gaap_Data Type: dtr-types:percentItemType Balance Type: na Period Type: instant X - DefinitionMinimum rate of interest on investment. + ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.12-12\)\(Column A\)\(Footnote 4\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12)(Column A)(Footnote 4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1)Reference 2: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph \(SX 210.12-12A\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-2](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.12-12A)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-2)Reference 3: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.12-12B\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3)Reference 4: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\)\(Column A\)\(Footnote 3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14)(Column A)(Footnote 3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6) + Details Name: us-gaap_InvestmentInterestRateFloor Namespace Prefix: us-gaap_Data Type: dtr-types:percentItemType Balance Type: na Period Type: instant X - DefinitionTotal of the investment. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 55 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477439/946-210-55-1>Reference 2: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(a\)\(1\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6)Reference 3: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(a\)\(2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6)Reference 4: <http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12>Reference 5: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(a\)\(3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6)Reference 6: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.6-03\)\(d\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479886/946-10-S99-3](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-03)(d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479886/946-10-S99-3)Reference 7: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.12-12\)\(Column C\)\(Footnote 8\)\(a\)\(3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12)(Column C)(Footnote 8)(a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1)Reference 8: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.12-12B\)\(Column C\)\(Footnote 11\)\(a\)\(3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B)(Column C)(Footnote 11)(a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3)Reference 9: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\)\(Column F\)\(Footnote 5\)\(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14)(Column F)(Footnote 5)(a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6)Reference 10: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 19 -Subparagraph \(3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-19](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 19 -Subparagraph (3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-19)

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R9.htm IDEA: XBRL DOCUMENT v3.24.2.u1 SIGNIFICANT ACCOUNTING POLICIES 6 Months Ended Jun. 30, 2024 Accounting Policies [Abstract] Â SIGNIFICANT ACCOUNTING POLICIES SIGNIFICANT ACCOUNTING POLICIESBASIS of PresentationThe accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America (â€œU.S. GAAPâ€). As an investment company, the Company applies the accounting and reporting guidance in Accounting Standards Codification (â€œASCâ€) Topic 946, Financial Services â€ Investment Companies (â€œASC 946â€) issued by the Financial Accounting Standards Board (â€œFASBâ€). The interim consolidated financial statements have been prepared in accordance with U.S. GAAP for interim financial information and pursuant to the requirements for reporting on Form 10-Q and Articles 6 and 10 of Regulation S-X. Accordingly, certain disclosures accompanying the annual consolidated financial statements prepared in accordance with U.S. GAAP are omitted. In the opinion of management, all adjustments and reclassifications, consisting solely of normal recurring accruals considered necessary for the fair presentation of consolidated financial statements for the interim period presented, have been included. The current periodâ€™s results of operations will not necessarily be indicative of results that the Company may ultimately achieve for the year ending December 31, 2024.

Use of Estimates The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and expenses and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Such amounts could differ from those estimates and such differences could be material. Managementâ€™s estimates are based on historical experiences and other factors, including expectations of future events that management believes to be reasonable under the circumstances. Assumptions and estimates regarding the valuation of investments involve a higher degree of judgment and complexity and these assumptions and estimates may be significant to the consolidated financial statements. ConsolidationAs provided under ASC 946, the Company will not consolidate its investment in a company other than an investment company subsidiary or a controlled operating company whose business consists of providing services to the Company. Accordingly, the Company consolidated the accounts of the Companyâ€™s wholly owned subsidiaries in the consolidated financial statements. All intercompany balances and transactions have been eliminated in consolidation. The Company has formed wholly owned subsidiaries, which are structured as Delaware limited liability companies, for the purpose of holding certain investments in portfolio companies made by the Company. The Companyâ€™s wholly owned subsidiaries include: DLF CA SPV LLC (â€œCA SPVâ€), DLF SPV LLC (â€œDLF SPVâ€), DLF Financing SPV LLC (â€œFinancing SPVâ€) and DLF Equity Holdings LLC (â€œEquity Holdingsâ€, and collectively with CA SPV, DLF SPV and Financing SPV, the â€subsidiariesâ€). The Company consolidates its wholly owned subsidiaries in these consolidated financial statements. Cash and Cash EquivalentsCash and cash equivalents consist of demand deposits and highly liquid investments, such as money market funds, with original maturities of three months or less, and restricted cash pledged as collateral. Cash and cash equivalents are carried at cost, which approximates fair value. The Company deposits its cash and cash equivalents with financial institutions and, at times, may exceed the Federal Deposit Insurance Corporation insured limit. Foreign Currency TranslationThe functional currency of the Company is the U.S. Dollar. Investments denominated in foreign currencies are translated into U.S. Dollars based upon currency exchange rates effective on the last business day of the current reporting period. Net changes in fair value of investments due to foreign exchange rates fluctuation is recorded as change in unrealized appreciation (depreciation) from translation of assets and liabilities in foreign currencies on the Consolidated Statements of Operations. Investment and non-investment activities denominated in foreign currencies, including purchase and sales of investments, borrowings and repayments of debt, income and expenses, are translated into U.S. dollars based upon currency exchange rates prevailing on the transaction dates. InvestmentsInvestment transactions are recorded on the trade date. Receivables/payables from investments sold/purchased on the Consolidated Statements of Assets and Liabilities consist of amounts receivable to or payable by the Company for transactions that have not settled at the reporting date. Realized gains or losses are measured by the difference between the net proceeds received (excluding prepayment fees, if any) and the amortized cost basis of the investment using the specific identification method without regard to unrealized gains or losses previously recognized, and include investments charged off during the period, net of recoveries. The net change in unrealized gains or losses primarily reflects the change in investment values, including the reversal of previously recorded unrealized gains or losses with respect to investments realized during the period. The Company's Board of Directors (the â€Board of Directorsâ€ or the â€Boardâ€), with the assistance of the Companyâ€™s audit committee (the â€Audit Committeeâ€), determines the fair value of the Companyâ€™s investments in accordance with ASC Topic 820, Fair Value Measurements (â€ASC 820â€) issued by the FASB. The Board of Directors has delegated to the Investment Adviser as the valuation designee (the â€Valuation Designeeâ€) the responsibility of determining the fair value of the Companyâ€™s investment portfolio, subject to oversight of the Board of Directors, pursuant to Rule 2a-5 under the 1940 Act. As such, the Valuation Designee is charged with determining the fair value of the Companyâ€™s investment portfolio, subject to oversight of the Board of Directors. ASC 820 defines fair value as â€the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.â€ Fair value is a market-based measurement, not an entity-specific measurement. For some investments, observable market transactions or market information might be available. For other investments, observable market transactions and market information might not be available. However, the objective of a fair value measurement in both cases is the same - to estimate the price when an orderly transaction to sell the investment would take place between market participants at the measurement date under current market conditions (that is, an exit price at the measurement date from the perspective of a market participant). Refer to Note 5 â€Fair Value Measurementsâ€ for the Companyâ€™s framework for determining fair value, fair value hierarchies, and the composition of the Companyâ€™s portfolio. Derivative InstrumentsPursuant to ASC 815 Derivatives and Hedging, all derivative instruments entered into by the Company are designated as hedging instruments. For all derivative instruments designated as a hedge, the entire change in the fair value of the hedging instrument shall be recorded in the same line item of the Consolidated Statements of Operations as the hedged item. The Companyâ€™s derivative instruments are used to hedge certain of the Companyâ€™s fixed rate debt, and therefore both the periodic payment and the change in fair value for the effective hedge, if applicable, will be recognized as components of interest expense in the Consolidated Statements of Operations. Fair value is estimated by discounting remaining payments using applicable current market rates, or market quotes, if available. Rule 18f-4 requires BDCs that use derivatives to, among other things, comply with a value-at-risk leverage limit, adopt a derivatives risk management program, and implement certain testing and board reporting procedures. Rule 18f-4 exempts BDCs that qualify as â€limited derivatives usersâ€ from the aforementioned requirements, provided that these BDCs adopt written policies and procedures that are reasonably designed to manage the BDCâ€™s derivatives risks and comply with certain recordkeeping requirements. Rule 18f-4 provides that a BDC may enter into an unfunded commitment agreement that is not a derivatives transaction, such as an agreement to provide financing to a portfolio company, if the BDC has, among other things, a reasonable belief, at the time it enters into such an agreement, that it will have sufficient cash and cash equivalents to meet its obligations with respect to all of its unfunded commitment agreements, in each case as it becomes due. Pursuant to Rule 18f-4, when we trade reverse repurchase agreements or similar financing transactions, including certain tender option bonds, we need to aggregate the amount of any other senior securities representing indebtedness (e.g., bank borrowings, if applicable) when calculating our asset coverage ratio. The Company currently qualifies as a â€limited derivatives userâ€ and expects to continue to do so. Revenue RecognitionInterest IncomeInterest income is recorded on an accrual basis and includes the accretion of discounts and amortizations of premiums. Discounts from and premiums to par value on debt investments purchased are accreted/amortized into interest income over the life of the respective investment using the effective interest method. The amortized cost of debt investments represents the original cost, including loan origination fees and upfront fees received that are deemed to be an adjustment to yield, adjusted for the accretion of discounts and amortization of premiums, if any. Exit fees that are receivable upon repayment of a loan or debt security are amortized into interest income over the life of the respective investment. Upon prepayment of a loan or debt investment, any prepayment premiums, unamortized upfront loan origination fees and unamortized discounts are recorded as interest income in the current period. PIK IncomeThe Company has debt investments in its portfolio that contain payment-in-kind (â€PIKâ€) provisions. PIK represents interest that is accrued and recorded as interest income at the contractual rates, increases the loan principal on the respective capitalization dates, and is generally due at maturity. Such income is included in PIK income on the Consolidated Statements of Operations. If at any point the Company believes PIK is not expected to be realized, the investment generating PIK will be placed on non-accrual status. When a PIK investment is placed on non-accrual status, the accrued, uncapitalized interest is generally reversed through PIK income. This non-cash source of income is included when determining what must be paid out to stockholders in the form of distributions in order for the Company to maintain its status as a RIC, even though the Company has not yet collected cash. Dividend Income Dividend income on preferred equity investments is recorded on an accrual basis to the extent that such amounts are payable by the portfolio company and are expected to be collected. Dividend income on common equity investments is recorded on the record date for private portfolio companies. Dividend income is presented net of withholding tax, if any. Other IncomeThe Company may receive various fees in the ordinary course of business such as structuring, consent, waiver, amendment and syndication fees as well as fees for managerial assistance rendered by the Company to the portfolio companies. Such fees are recognized in income when earned or when the services are rendered and there is no uncertainty or contingency related to the amount to be received. Non-Accrual InvestmentsLoans are generally placed on non-accrual status when there is reasonable doubt that principal or interest will be collected in full. Accrued interest is generally reversed when a loan is placed on non-accrual status. Additionally, any original issue discount and market discount are no longer accreted to interest income as of the date the loan is placed on non-accrual status. Interest payments received on non-accrual loans may be recognized as income or applied to principal depending upon managementâ€™s judgment regarding collectability. Non-accrual loans are restored to accrual status when past due principal and interest are paid current and, in managementâ€™s judgment, are likely to remain current. Management may determine to not place a loan on non-accrual status if the loan has sufficient collateral value and is in the process of collection. As of both June 30, 2024 and December 31, 2023, the Company had certain investments in two portfolio companies that were on non-accrual status. The amortized cost of investments on non-accrual status as of June 30, 2024 and December 31, 2023 was \$12,373 and \$19,353, respectively. Offering Costs The Company records expenses related to public equity offerings as a reduction of capital upon completion of an offering of registered securities. Deferred Financing Costs and Debt Issuance CostsDeferred financing and debt issuance costs consist of fees and expenses paid in connection with the closing of and amendments to the Companyâ€™s borrowings. The aforementioned costs are amortized using the straight-line method over each instrumentâ€™s term. Deferred financing costs related to a revolving credit facility is presented separately as an asset on the Companyâ€™s Consolidated Statements of Assets and Liabilities. Deferred debt issuance costs related to any notes are presented net against the outstanding debt balance on the Consolidated Statements of Assets and Liabilities. Income Taxes The Company has elected to be treated as a RIC under Subchapter M of the Code. So long as the Company maintains its status as a RIC, it generally will not pay corporate U.S. federal income taxes on any ordinary income or capital gains that it distributes, at least annually, to its stockholders as distributions. In order to continue to qualify as a RIC, the Company must meet certain minimum distribution, source-of-income and asset diversification requirements. If such requirements are met, then the Company is generally required to pay income taxes only on the portion of its taxable income and gains it does not distribute. The minimum distribution requirements applicable to RICs require the Company to distribute to its stockholders at least 90% of its investment company taxable income (the â€ICTIâ€), as defined by the Code, each year. Depending on the level of ICTI earned in a tax year, the Company may choose to carry forward ICTI in excess of current year distributions into the next tax year. Any such carryover ICTI must be distributed before the end of that next tax year through a distribution declared prior to filing the final tax return related to the year which generated such ICTI. Â Â Â Â In addition, based on the excise distribution requirements, the Company is subject to a 4% nondeductible federal excise tax on undistributed income unless the Company distributes in a timely manner an amount at least equal to the sum of (1) 98% of its ordinary income for each calendar year, (2) 98.2% of capital gain net income (both long-term and short-term) for the one-year period ending October 31 in that calendar year and (3) any income realized, but not distributed, in the preceding year. For this purpose, however, any ordinary income or capital gain net income retained by the Company that is subject to corporate income tax is considered to have been distributed. For the three and six months ended June 30, 2024, the Company accrued \$500 and \$936 of U.S. federal excise tax, respectively. For the three and six months ended June 30, 2023, the Company accrued \$0 and \$0 of U.S. federal excise tax, respectively. Â Â Â Â The Company evaluates tax positions taken or expected to be taken in the course of preparing its consolidated financial statements to determine whether the tax positions are â€more likely than notâ€ to be sustained by the applicable tax authority. All penalties and interest associated with income taxes, if any, are included in income tax expense. New Accounting Pronouncements In December 2023, the FASB issued ASU 2023-09 â€Income Taxes (Topic 740): Improvements to Income Tax Disclosuresâ€ (â€ASU 2023-09â€). ASU 2023-09 requires additional disaggregated disclosures on the entityâ€™s effective tax rate reconciliation and additional details on income taxes paid. ASU 2023-09 is effective on a prospective basis, with the option for retrospective application, for annual periods beginning after December 15, 2024 and early adoption is permitted. The Company does not expect the adoption of ASU 2023-09 to have a material impact on its consolidated financial statements. X - ReferencesNo definition available. + Details Name: us-gaap_AccountingPoliciesAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItem Type Balance Type: na Period Type: duration X - DefinitionThe entire disclosure for all significant accounting policies of the reporting entity. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483426/235-10-50-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 235 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/235/tableOfContent + Details Name: us-gaap_SignificantAccountingPoliciesTextBlock Namespace Prefix: us-gaap_ Data Type: dtr-types:textBlockItem Type Balance Type: na Period Type: duration XML 23 R10.htm IDEA: XBRL DOCUMENT v3.24.2.u1 SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS 6 Months Ended Jun. 30, 2024 Related Party Transactions [Abstract] Â SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONSRelated Party TransactionsInvestment Advisory Agreement On November 25, 2019, the Company entered into an investment advisory agreement with our Adviser (the "Original Investment Advisory Agreement"). The Original Investment Advisory Agreement had an initial term of two years continued thereafter from year to year if approved annually by the Board of Directors or the Companyâ€™s stockholders, including, in each case, a majority of the directors who are not â€interested personsâ€ as defined in Section 2(a)(19) of the 1940 Act (the â€Independent Directorsâ€). On January 24, 2024, the Company entered into the Amended and Restated Investment Advisory Agreement with the Adviser (as amended and restated, the â€Investment Advisory Agreementâ€). The Investment Advisory Agreement incorporates (i) a cumulative three-year lookahead provision and (ii) a cap on quarterly income incentive fee payments based on net realized capital loss, if any, during the applicable three-year lookahead period. The Investment Advisory Agreement will continue from year to year if approved annually the Board of Directors or the Companyâ€™s stockholders, including, in each case, a majority of the Independent Directors. The Company pays the Investment Adviser a fee for its services under the Investment Advisory Agreement consisting of two components: a base management fee (the â€Base Management Feeâ€) and an incentive fee. The cost of both the Base Management Fee and the incentive fee are ultimately borne by the stockholders. Base Management FeeThe Base Management Fee is calculated at an annual rate of 1.0% of the Company's average gross assets at the end of the two most recently completed calendar quarters, including assets purchased with borrowed funds or other forms of leverage but excluding cash and cash equivalents. Pursuant to the Original Investment Advisory Agreement, the Adviser agreed to irrevocably waive the portion of the Base Management Fee in excess of 0.25% of the Companyâ€™s average gross assets calculated in accordance with the Original Investment Advisory Agreement prior to a listing of the Common Stock on a national securities exchange. Pursuant to the Investment Advisory Agreement, the Adviser has agreed to irrevocably waive any portion of the Base Management Fee in excess of 0.75% of the Company's average gross assets calculated in accordance with the Investment Advisory Agreement for the period from January 24, 2024 to January 24, 2025 (the â€Waiver Periodâ€). Base Management Fees waived during the Waiver Period are not subject to recoupment by the Adviser. For services rendered under the Investment Advisory Agreement, the Base Management Fee is payable quarterly in arrears. Base Management Fees for any partial month or quarter will be appropriately pro-rated. For the three and six months ended June 30, 2024, Base Management Fees were \$6,479 and \$11,612, net of waiver, respectively. For the three and six months ended June 30, 2023, Base Management Fees were \$1,862 and \$3,688, net of waiver, respectively. As of June 30, 2024 and December 31, 2023, \$6,479 and \$2,012, respectively, were payable to the Investment Adviser relating to Base Management Fees. Incentive FeeThe incentive fee consists of two components that are determined independently of each other, with the result that one component may be payable even if the other is not. One component is based on income and the other component is based on capital gains. i. Incentive Fee Based on Income The first part is determined and paid quarterly based on the Company's pre-incentive fee net investment income, and is subject to an Incentive Fee Cap (as defined below) pursuant to the Investment Advisory Agreement. Pre-incentive fee net investment income is defined as interest income, dividend income and any other income accrued during the calendar quarter, minus operating expenses for the quarter, including the base management fee, expenses payable under the Administration Agreement (as defined below), any

interest expense and distributions paid on any issued and outstanding preferred stock, but excluding the incentive fee. Pre-incentive fee net investment income does not include any realized capital gains, realized capital losses or unrealized capital appreciation or depreciation.Pre-incentive fee net investment income includes, in the case of investments with a deferred interest feature (such as debt instruments with PIK interest and zero coupon securities), accrued income that the Company has not yet received in cash. The Investment Adviser is not obligated to return any incentive fee it receives on PIK interest that is later determined to be uncollectible in cash. Pursuant to the Original Investment Advisory Agreement, the Company paid its Adviser an income-based incentive fee with respect to the Companyâ€™s pre-incentive fee net investment income in each calendar quarter as follows:â€¢No income based incentive fee if the Companyâ€™s pre-incentive fee net investment income, expressed as a return on the value of the Companyâ€™s net assets at the end of the immediately preceding calendar quarter, does not exceed the hurdle rate of 1.5% (6.0% annualized);â€¢100% of the Companyâ€™s pre-incentive fee net investment income, if any, that exceeds the hurdle rate but is less than 1.8182% (7.2728% annualized). This portion of the pre-incentive fee net investment income (which exceeds the Hurdle Rate but is less than 1.8182%) is referred to as the â€œcatch-upâ€. This â€œcatch-upâ€ portion is meant to provide the Adviser with approximately 17.5% of the Companyâ€™s pre-incentive fee net investment income as if a hurdle rate did not apply if the â€œcatch-upâ€ is achieved; andâ€¢17.5% of the Companyâ€™s pre-incentive fee net investment income, if any, that exceeds the rate of return of 1.8182% (7.2728% annualized).Pursuant to the Investment Advisory Agreement, the Company pays its Adviser an incentive fee on its aggregate pre-incentive fee net investment income in respect of (1) for the quarter ending March 31, 2024 (the â€œFirst Calendar Quarterâ€), the First Calendar Quarter, and (2) commencing with the quarter ending June 30, 2024, the current calendar quarter and eleven preceding calendar quarters beginning with the calendar quarter commencing on April 1, 2024 (or the appropriate portion thereof in the case of any of our first eleven calendar quarters that commence on or after April 1, 2024) (in either case, the â€œTrailing Twelve Quartersâ€).Pre-incentive fee net investment income in respect of the First Calendar Quarter will be compared to a hurdle rate equal to 1.5% (6.0% annualized), and, if pre-incentive fee net investment income for the First Calendar Quarter exceeds the hurdle rate, the incentive fee will be 100% of pre-incentive fee net investment income until the Adviser has received a â€œcatch-upâ€ equal to 17.5%, plus 17.5% of pre-incentive fee net investment income above the catch up.Commencing with the quarter ending June 30, 2024, pre-incentive fee net investment income in respect of the relevant Trailing Twelve Quarters will be compared to a â€œHurdle Rateâ€ equal to the product of (i) the hurdle rate of 1.5% per quarter (6% annualized) and (ii) the sum of the Company's net assets (defined as total assets less indebtedness and before taking into account any incentive fees payable during the period) at the beginning of each applicable calendar quarter comprising the relevant Trailing Twelve Quarters. The incentive fee based on income for each calendar quarter will be determined as follows:â€¢No incentive fee based on pre-incentive fee net investment income in any calendar quarter in which pre-incentive fee net investment income in respect of the relevant Trailing Twelve Quarters does not exceed the Hurdle Rate;â€¢100% of pre-incentive fee net investment income in respect of the Trailing Twelve Quarters with respect to that portion of such pre-incentive fee net investment income, if any, that exceeds the hurdle rate but is less than 1.8182% in any calendar quarter (7.2728% annualized). This portion of the pre-incentive fee net investment income (which exceeds the hurdle rate but is less than 1.8182%) is referred to as the â€œcatch-upâ€.â€¢The â€œcatch-upâ€ is meant to provide the Adviser with approximately 17.5% of our pre-incentive fee net investment income as if a hurdle rate did not apply if this net investment income exceeds 1.8182% in any calendar quarter; andâ€¢17.5% of the pre-incentive fee net investment income in respect of the Trailing Twelve Quarters that exceeds 1.8182% in any calendar quarter (7.2728% annualized), which reflects that once the hurdle rate is reached and the catch-up is achieved, 17.5% of all pre-incentive fee net investment income is paid to the Adviser.Commencing with the quarter ending June 30, 2024, each income incentive fee will be subject to an incentive fee cap (the â€œIncentive Fee Capâ€) that in respect of any calendar quarter is an amount equal to 17.5% of the Cumulative Pre-Incentive Fee Net Return (as defined herein) during the Trailing Twelve Quarters less the aggregate incentive fees based on income that were paid to the Adviser in the preceding eleven calendar quarters (or portion thereof) comprising the relevant Trailing Twelve Quarters. In the event the Incentive Fee Cap is zero or a negative value then no income incentive fee shall be payable and if the Incentive Fee Cap is less than the amount of incentive fee based on income that would otherwise be payable, the amount of incentive fee based on income shall be reduced to an amount equal to the Incentive Fee Cap.â€¢Cumulative Pre-Incentive Fee Net Returnâ€ (A) during the First Calendar Quarter, the sum of pre-incentive fee net investment income in the First Calendar Quarter and (B) during the relevant Trailing Twelve Quarters, the sum of (x) pre-incentive fee net investment income in respect of the Trailing Twelve Quarters and (y) Adjusted Capital Returns (as defined below) in respect of the Trailing Twelve Quarters. If, in any calendar quarter, the Incentive Fee Cap is zero or a negative value, the Company shall pay no income incentive fee to the Adviser in respect of that quarter. If, in any calendar quarter, the Incentive Fee Cap is a positive value but is less than the incentive fee calculated as described above, the Company shall pay the Adviser the Income Incentive Fee Cap in respect of such quarter. If, in any calendar quarter, the Incentive Fee Cap is equal to or greater than the incentive fee calculated as described above, the Company shall pay the Adviser the incentive fee in respect of such quarter. â€œAdjusted Capital Returnsâ€ in respect of a particular period means the sum of aggregate realized losses and aggregate realized capital gains in respect of such period.For the Waiver Period, the Adviser has irrevocably waived its right to receive each component of the income incentive fee in excess of amounts calculated as described above using (1) 15.0% instead of 17.5% and (2) a catch-up amount (as applicable) calculated using 1.7647% in place of 1.8182%. For periods in which the waiver described in this paragraph is in effect for less than a full quarter or calendar year, as applicable, the applicable incentive fee shall be calculated at a weighted rate during the applicable days in such period during the Waiver Period.For the three and six months ended June 30, 2024, income based incentive fees were \$9,903 and \$20,028, net of waiver respectively. For the three and six months ended June 30, 2023, income based incentive fees were \$10,138 and \$19,519, respectively. As of June 30, 2024 and December 31, 2023, \$9,903 and \$11,766, respectively, were payable to the Investment Adviser relating to income based incentive fees. ii.Incentive Fee Based on Capital GainsThe second part of the incentive fee is determined on realized capital gains calculated and payable in arrears in cash as of the end of each calendar year or upon the termination of the Investment Advisory Agreement in an amount equal to 17.5% of realized capital gains, if any, on a cumulative basis from the date of the Company's election to be regulated as a BDC through the end of a given calendar year or upon the termination of the Investment Advisory Agreement, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis, less the aggregate amount of any previously paid capital gain incentive fees (the â€œCumulative Capital Gainsâ€).For the purpose of computing the incentive fee on capital gains, the calculation methodology looks through derivative financial instruments or swaps as if the Company owned the reference assets directly.For the calendar years ended December 31, 2024 and December 31, 2025, the Adviser has irrevocably waived any capital gains incentive fee in excess of amounts calculated as described above using 15.0% instead of 17.5%. in the calculation of any such capital gains incentive fee solely with respect to the Waiver Period, such that the capital gains incentive fee shall be calculated at a weighted rate calculated based on this waiver being applicable only during the applicable days in such calendar year during the Waiver Period, based, in each case, on the number of days in the applicable year.Under U.S. GAAP, the Company is required to accrue an incentive fee on capital gains, including unrealized capital appreciation even though such unrealized capital appreciation is not included in calculating the incentive fee payable under the Investment Advisory Agreement. If such amount is positive at the end of a period, then the Company records an incentive fee on capital gain incentive fee equal to 17.5% (or 15% during the Waiver Period) of such amount, less the aggregate amount of any previously paid capital gain incentive fees. If such amount is negative, no accrual is recorded for such period.For the three and six months ended June 30, 2024, the Investment Adviser accrued \$0 and \$0 capital gains incentive fees. For the three and six months ended June 30, 2023, the Investment Adviser accrued \$0 and \$0 capital gains incentive fees. The Investment Advisory Agreement does not permit unrealized capital appreciation for purposes of calculating the amount payable to the Investment Adviser. Amounts due related to unrealized capital appreciation, if any, will not be paid to the Investment Adviser until realized under the terms of the Investment Advisory Agreement and determined based on the calculation. Incentive fees on Cumulative Capital Gains crystallize at calendar year-end.As of June 30, 2024 and December 31, 2023, \$0 and \$0, respectively, were payable to the Investment Adviser relating to capital gains incentive fees payable. Administration AgreementMS Private Credit Administrative Services LLC (the â€œAdministratorâ€) is the administrator of the Company pursuant to an administration agreement (the â€œAdministration Agreementâ€). The Administrator is an indirect, wholly owned subsidiary of Morgan Stanley. Pursuant to the Administration Agreement, the Administrator provides services and receives reimbursements from the Company for its costs and expenses and the Companyâ€™s allocable portion of overhead costs incurred by the Administrator in performing its obligations under the Administration Agreement, including the Companyâ€™s allocable portion of the compensation paid to its Chief Financial Officer and Chief Compliance Officer. Reimbursement under the Administration Agreement occurs quarterly in arrears. The Administration Agreement had an initial term of two years and continues thereafter from year to year if approved annually by the Board of Directors. For the three and six months ended June 30, 2024, the Company incurred \$17 and \$42, respectively, in expenses under the Administration Agreement, which were recorded in administrative service fees on the Consolidated Statements of Operations. For the three and six months ended June 30, 2023, the Company incurred \$60 and \$114, respectively, in expenses under the Administration Agreement, which were recorded in administrative service fees on the Consolidated Statements of Operations.Amounts unpaid and included in payable to affiliates on the Consolidated Statements of Assets and Liabilities as of June 30, 2024 and December 31, 2023 were \$128 and \$178, respectively.Sub-Administration Agreement The Company has entered into sub-administration agreement with State Street Bank and Trust Company (the â€œSub-Administratorâ€) under which the Sub-Administrator provides various accounting and administrative services to the Company. The Sub-Administrator also serves as the Companyâ€™s custodian, transfer agent, distribution paying agent and registrar.Placement Agent AgreementOn August 30, 2019, the Company entered into a placement agent agreement (the â€œPlacement Agent Agreementâ€) with Morgan Stanley Distribution Inc. (the â€œPaying Agentâ€), Morgan Stanley Smith Barney LLC (the â€œPlacement Agentâ€) and the Investment Adviser. Under the terms of the Placement Agent Agreement, the Placement Agent and certain of its affiliates assisted in the placement of Common Stock in the Companyâ€™s private offerings. The Company was not liable for any payments to the Placement Agent pursuant to the Placement Agent Agreement. Payments were made by the Investment Adviser to the Placement Agent. To the extent the Paying Agent received any payments it would remit the payment to the Placement Agent. The Placement Agent Agreement terminated on January 24, 2024. MS Credit Partners Holdings, Inc. InvestmentMS Credit Partners Holdings, Inc., or MS Credit Partners Holdings, a wholly owned subsidiary of Morgan Stanley and an affiliate of the Investment Adviser, made an aggregate capital commitment of \$200,000 to the Company pursuant to a subscription agreement entered into in December 2019, which had been fully funded as of October 4, 2023. As of June 30, 2024 and December 31, 2023, MS Credit Partners Holdings held approximately 10.9% and 11.7% of the Companyâ€™s outstanding shares of Common Stock, respectively. Morgan Stanley has no further capital, liquidity or other financial obligation to the Company beyond this equity investment.Morgan Stanley & Co. Related TransactionsMorgan Stanley & Co. LLC, an indirect, wholly owned subsidiary of Morgan Stanley and an affiliate of the Investment Adviser, served as an initial purchaser in connection with the private placement of the Companyâ€™s 2027 Notes (as defined below in Note 6. â€œDebtâ€) and received fees of \$213 at closing on February 11, 2022, under the purchase agreement entered into by the Company in connection with such private placement.Morgan Stanley & Co. LLC served as a co-agent in connection with the private placement of the Companyâ€™s 2025 Notes (as defined below in Note 6. â€œDebtâ€) and received fees of \$138 at closing on September 13, 2022.Morgan Stanley & Co. LLC served as a co-agent in connection with the private placement of the Companyâ€™s 2029 Notes (as defined below in Note 6. â€œDebtâ€) and received fees of \$210 at closing on May 27, 2024.Morgan Stanley & Co. LLC served as an underwriter in the IPO and received \$1,241 of underwriting fees at closing on January 26, 2024. X - ReferencesNo definition available. + Details Name: us-gaap RelatedPartyTransactionsAbstract Namespace Prefix: us-gaap_ Data Type: xbrl:stringItemType Balance Type: na Period Type: duration X - DefinitionThe entire disclosure for related party transactions. Examples of related party transactions include transactions between (a) a parent company and its subsidiary; (b) subsidiaries of a common parent; (c) and entity and its principal owners; and (d) affiliates. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-2>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-5>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-6>Reference 4: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 235 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(c\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477968/946-235-50-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 235 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477968/946-235-50-2)Reference 5: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 235 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(e\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477968/946-235-50-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 235 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477968/946-235-50-2)Reference 6: [http://www.xbrl.org/2003/role/disclosureRef -Topic 850 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(d\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483326/850-10-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 850 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483326/850-10-50-1)Reference 7: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(2\)\(g\)\(3\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(g)(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1)Reference 8: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(2\)\(c\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1)Reference 9: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(2\)\(e\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(e)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1)Reference 10: <http://www.xbrl.org/2003/role/disclosureRef -Topic 850 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/850/tableOfContent>Reference 11: <http://www.xbrl.org/2003/role/disclosureRef -Topic 850 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483326/850-10-50-6>Reference 12: [http://www.xbrl.org/2003/role/disclosureRef -Topic 850 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483326/850-10-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 850 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483326/850-10-50-1)Reference 13: [http://www.xbrl.org/2003/role/disclosureRef -Topic 850 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(b\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483326/850-10-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 850 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483326/850-10-50-1) + Details Name: us-gaap RelatedPartyTransactionsDisclosureTextBlock Namespace Prefix: us-gaap_ Data Type: dtr-types:textBlockItem Type Balance Type: na Period Type: duration XML 24 R11.htm IDEA: XBRL DOCUMENT Y.24.2.u1 INVESTMENTS 6 Months Ended Jun 30, 2024 Schedule of Investments [Abstract] A INVESTMENTS INVESTMENTSThe composition of the Companyâ€™s investment portfolio at cost and fair value was as follows:June 30, 2024December 31, 2023(1)CostFair Value% of Total Investments at Fair ValueCostFair Value% of Total Investments at Fair ValueFirst Lien Debt\$3,356,586\$ 3,345,743\$ 95.3%\$3,027,413\$ 3,004,544\$ 94.1%Second Lien Debt122,416\$ 103,144\$ 2.9\$ 146,014\$ 132,415\$ 4.1Other Debt Investments9,298\$ 8,467\$ 0.2\$ 3,410\$ 2,064\$ 0.1A Equity53,336\$ 56,932\$ 1.6\$ 49,939\$ 54,538\$ 1.7A Total\$3,542,035\$ 3,514,286\$ 100.0%\$3,226,776\$ 3,193,561\$ 100.0% (1) The Company reclassified certain investment composition groupings by breaking out Other Securities into Other Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of Assets and Liabilities as of December 31, 2023.The industry composition of investments at fair value was as follows:June 30, 2024December 31, 2023Aerospace & Defense2.3% 2.2% Air Freight & Logistics0.5% 1.1% Automobile Components3.2% 3.5% Automobiles3.1% 4.7% Biotechnology0.8% 0.5% Building Products0.4% â€” Chemicals0.6% 0.6% Commercial Services & Supplies4.2% 9.6% Construction & Engineering1.7% 1.5% Consumer Staples Distribution & Retail0.6% â€” Containers & Packaging1.3% 1.4% Distributors2.6% 2.9% Diversified Consumer Services4.7% 2.5% Electronic Equipment, Instruments & Components1.9% 2.1% Energy Equipment & Services0.4% 0.5% Financial Services2.2% 1.9% Food Products2.2% 2.3% Ground Transportation0.6% â€” Health Care Equipment & Supplies0.6% 0.7% Health Care Providers & Services4.4% 4.6% Health Care Technology1.7% 1.9% Industrial Conglomerates1.3% 1.3% Insurance Services14.3% 14.9% Interactive Media & Services2.9% 3.2% IT Services9.0% 8.7% Leisure Products0.5% 0.7% Life Sciences Tools & Services0.4% â€” Machinery2.1% 2.1% Multi-Utilities0.8% 0.7% Pharmaceuticals0.3% 0.4% Professional Services3.7% 3.8% Real Estate Management & Development3.9% 5.3% Software15.7% 14.2% Wireless Telecommunication Services0.2% 0.2% Total100.0% 100.0% The geographic composition of investments at cost and fair value was as follows:June 30, 2024December 31, 2023CostFair Value% of Total Investments at Fair ValueCostFair Value% of Total Investments at Fair ValueAustralia\$16,970\$ 17,219\$ 0.5%\$16,985\$ 17,048\$ 0.5%Canada150,077\$ 151,102\$ 4.3% 98,674\$ 98,387\$ 3.1% United Kingdom11,713\$ 11,311\$ 0.3% 12,398\$ 12,629\$ 0.4% United States3,363,275\$ 3,334,654\$ 94.9% 3,098,719\$ 3,065,497\$ 96.0% Total\$3,542,035\$ 3,514,286\$ 100.0%\$3,226,776\$ 3,193,561\$ 100.0% X - DefinitionThe entire disclosure for investments owned by investment company. + ReferencesReference 1:

Paragraph 1 - Publisher FASB - URL https://asf.fsb.org/1943274/2147477271/946-320-1-Reference 2: http://www.xbrl.org/2003/role/disclosureRef - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Section S99 - Paragraph 1 - Publisher FASB - URL https://asc.fsb.org/1943274/2147477271/946-320-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Publisher FASB - URL https://asc.fsb.org/946-320/tableOfContentReference 4: http://www.xbrl.org/2003/role/disclosureRef - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Section S99 - Paragraph 1 - Subparagraph (SX 210.12-12(Column A)(Footnote 1)) - Publisher FASB - URL https://asc.fsb.org/1943274/2147477271/946-320-S99-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Section S99 - Paragraph 1 - Subparagraph (SX 210.12-12(Column C)(Footnote 8)) - Publisher FASB - URL https://asc.fsb.org/1943274/2147477271/946-320-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Section S99 - Paragraph 3 - Subparagraph (SX 210.12-12(Column C)(Footnote 11)) - Publisher FASB - URL https://asc.fsb.org/1943274/2147477271/946-320-S99-3Reference 7: http://www.xbrl.org/2003/role/disclosureRef - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Section S99 - Paragraph 6 - Subparagraph (SX 210.12-14(Column F)(Footnote 5)(a)) - Publisher FASB - URL https://asc.fsb.org/1943274/2147477271/946-320-S99-6Reference 8: http://www.xbrl.org/2003/role/disclosureRef - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Section S99 - Paragraph 3 - Subparagraph (SX 210.12-12(Column A)(Footnote 8)) - Publisher FASB - URL https://asc.fsb.org/1943274/2147477271/946-320-S99-3 + Details Name: us-gaap InvestmentHoldingsScheduleOfInvestmentsTextBlock Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItem Type Balance Type: na Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap ScheduleOfInvestmentsAbstract Namespace Prefix: us-gaap Data Type: xbrli:stringItem Type Balance Type: na Period Type: duration XML 25 R12.htm IDEA: XBRL DOCUMENT v3.24.2.u1 FAIR VALUE MEASUREMENTS 6 Months Ended Jun. 30, 2024 Fair Value Disclosures [Abstract] A FAIR VALUE MEASUREMENTS FAIR VALUE MEASUREMENTSASC 820 establishes a hierarchical disclosure framework which ranks the observability of inputs used in measuring financial instruments at fair value. The observability of inputs is impacted by a number of factors, including the type of financial instruments and their specific characteristics. Financial instruments with readily available quoted prices, or for which fair value can be measured from quoted prices in active markets, generally will have a higher degree of market price observability and a lesser degree of judgment applied in determining fair value. The three-level hierarchy for fair value measurements is defined as follows:Level 1â€ inputs to the valuation methodology are quoted prices available in active markets for identical financial instruments as of the measurement date. The types of financial instruments in this category include unrestricted securities, including equities and derivatives, listed in active markets. The Company will not adjust the quoted price for these instruments, even in situations where the Company holds a large position and a sale could reasonably impact the quoted price.Level 2â€ inputs to the valuation methodology are quoted prices in markets that are not active or for which all significant inputs are either directly or indirectly observable as of the measurement date. The types of financial instruments in this category include less liquid and restricted securities listed in active markets, securities traded in markets that are not active, and certain over-the-counter derivatives where the fair value is based on observable inputs.Level 3â€ inputs to the valuation methodology are unobservable and significant to the overall fair value measurement, and include situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. The types of financial instruments in this category include investments in privately held entities, non-investment grade residual interests in securitizations and certain over-the-counter derivatives where the fair value is based on unobservable inputs.In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the determination of which category within the fair value hierarchy is appropriate for any given financial instrument is based on the lowest level of input that is significant to the fair value measurement. Assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the financial instrument.Pursuant to the framework set forth above, the Company values securities traded in active markets on the measurement date by multiplying the exchange closing price of such traded securities/instruments by the quantity of shares or amount of the instrument held. The Company may also obtain quotes with respect to certain of the investments from pricing services, brokers or dealersâ€ quotes, or counterparty marks in order to value liquid assets that are not traded in active markets. Pricing services aggregate, evaluate and report pricing from a variety of sources including observed trades of identical or similar securities, broker or dealer quotes, model-based valuations and internal fundamental analysis and research. When doing so, the Company determines whether the quote obtained is sufficient according to U.S. GAAP to determine the fair value of the security. If determined adequate, the Company uses the quote obtained.Securities that are illiquid or for which the pricing source does not provide a valuation or methodology or provides a valuation or methodology that, in the judgment of the Valuation Designee or the Board of Directors, does not represent fair value, each is valued as of the measurement date using all techniques appropriate under the circumstances and for which sufficient data is available. These valuation techniques may vary by investment but include comparable public market valuations, comparable precedent transaction valuations and discounted cash flow analyses. Non-controlled debt investments are generally fair valued using discounted cash flow technique. Expected cash flows are projected based on contractual terms and discounted back to the measurement date based on a discount rate. Discount rate is determined based upon an assessment of current and expected yields for similar investments and risk profiles. Non-controlled equity investments are generally fair valued using a market approach and/or an income approach. The market approach typically utilizes market value multiples of comparable publicly traded companies. The income approach typically utilizes a discounted cash flow analysis of the portfolio company. The Valuation Designee, under the supervision of the Board of Directors undertakes a multi-step valuation process each quarter, as described below:1)each portfolio company or investment is initially valued by using a standardized template designed to approximate fair market value based on observable market inputs and updated credit statistics and unobservable inputs; 2)preliminary valuation conclusions are documented and reviewed by a valuation committee comprised of members of the Investment Adviserâ€™s senior management; 3)the Board of Directors or Valuation Designee engages independent third-party valuation firms to provide positive assurance on a portion of the Companyâ€™s illiquid investments each quarter (such that each illiquid investment is reviewed by an independent valuation firm at least once on a rolling twelve-month basis) including review of managementâ€™s preliminary valuation and conclusion of fair value; 4)the Audit Committee reviews the assessments of the Valuation Designee and the independent third-party valuation firms and provides the Board of Directors with recommendations with respect to the fair value of each investment in the Companyâ€™s portfolio; and 5)the Board of Directors discusses the valuation recommendations of the Audit Committee and determine the fair value of each investment in the Companyâ€™s portfolio in good faith based on the input of the Valuation Designee and, where applicable, the third-party valuation firms. The fair value is generally determined based on the assessment of the following factors, as relevant:â€ the nature and realizable value of any collateral; â€ call features, put features and other relevant terms of debt; â€ the portfolio companyâ€™s leverage and ability to make payments; â€ the portfolio companyâ€™s public or private letter credit ratings; â€ the portfolio companyâ€™s actual and expected earnings and discounted cash flow; â€ prevailing interest rates for like securities and expected volatility in future interest rates; â€ the markets in which the issuer does business and recent economic and/or market events; and â€ comparisons to publicly traded securities. Investment performance data utilized will be the most recently available as of the measurement date which in many cases may reflect up to a one quarter lag in information.The Board of Directors is ultimately responsible for the determination, in good faith, of the fair value of the Companyâ€™s portfolio investments. The following tables present the fair value hierarchy of investments: June 30, 2024December 31, 2023(2)Level 1Level 2Level 3TotalLevel 1Level 2Level 3TotalFirst Lien Debtâ€ \$26,691A \$3,319,052A \$3,345,743A â€ \$24,674A \$2,979,870A \$3,004,544A Second Lien Debtâ€ \$35,858A 67,286A 103,144A â€ \$35,567A 96,848A 132,415A Other Debt Investmentsâ€ \$4,674A 8,467A 14,141A â€ \$2,064A 2,064A Equityâ€ \$41,505A 41,505A â€ \$38,572A 38,572A Subtotalâ€ \$62,549A \$3,436,310A \$3,498,859A â€ \$60,241A measured at net asset value(1)15,427A 15,966A Total Investments\$3,514,286A \$3,193,561A Cash equivalents\$21,107A â€ \$21,107A â€ \$21,107A â€ \$21,107A (1) The Company, as a practical expedient, estimates the fair value of its investment in Help HP SCF Investor, LP using the net asset value of the Companyâ€™s membershipâ€™ interest in the entity. As such, the fair value has not been classified within the fair value hierarchy.(2) The Company reclassified certain investment composition groupings by breaking out Other Securities into Other Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of Assets and Liabilities as of December 31, 2023.The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2024:First Lien DebtSecond Lien DebtOther SecuritiesTotal InvestmentsFair value, beginning of period\$2,979,870A \$96,848A 2,064A \$38,572A \$3,117,354A Purchases of investments(1)660,813A 836A 5,770A 2,516A 669,939A Proceeds from principal repayments and sales of investments(1)337,511A (25,230)A â€ (362,741)A Accretion of discount/amortization of premium6,444A 426A 6A â€ 4,716A Payment-in-kind, 7,000A 365A 114A 1,281A 6,460A Net change in unrealized appreciation (depreciation)10,775A (5,959)513A (864)4,465A Net realized gains (losses)(4,750)A â€ (4,750)A Transfers into/(out) of Level 3(2) (1,589)A â€ (1,589)A Fair value, end of period\$3,319,052A \$67,286A 8,467A \$41,505A \$3,436,310A â€ Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2024\$9,438A \$(5,932)\$13A (\$84)\$3,155A (1) A A Includes transactions relating to restructurings. (2) A A Transfer of portfolio investments within the three-level hierarchy is recorded during the period of such reclassification occurrence at the fair value as of the beginning of the respective period. Generally, reclassifications are primarily due to increase/decrease of price transparency. The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2023:First Lien DebtSecond Lien DebtOther SecuritiesTotal InvestmentsFair value, beginning of period\$2,713,691A \$115,410A \$37,053A \$2,866,154A Purchases of investments82,682A 86A 17A 82,785A Proceeds from principal repayments and sales of investments(37,683)A â€ (37,683)A Accretion of discount/amortization of premium2,516A 69A 2A 2,587A Payment-in-kind425A 126A 506A 1,057A Net change in unrealized appreciation (depreciation)11,022A (2,607)1,524A 9,939A Net realized gains (losses)â€ (4,750)A â€ (4,750)A Transfers into/(out) of Level 3â€ (1,589)A â€ (1,589)A Fair value, end of period\$2,772,653A \$113,084A \$39,102A \$2,924,839A Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2023\$11,184A (2,607)\$1,524A \$10,101A The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the six months ended June 30, 2023:First Lien DebtSecond Lien DebtOther SecuritiesTotal InvestmentsFair value, beginning of period\$2,668,749A \$122,891A \$36,395A \$2,828,035A Purchases of investments212,587A 8,586A 91A 221,264A Proceeds from principal repayments and sales of investments(126,765)A â€ (126,765)A Accretion of discount/amortization of premium4,949A 136A 4A 5,089A Payment-in-kind806A 260A 994A 2,060A Net change in unrealized appreciation (depreciation)12,205A (2,600)1,618A 11,223A Net realized gains (losses)122A â€ (122A) Transfers into/(out) of Level 3(1)â€ (16,189)A (16,189)A Fair value, end of period\$2,772,653A \$113,084A \$39,102A \$2,924,839A Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2023\$11,813A (2,600)1,618A \$10,831A (1) A A Transfer of portfolio investments within the three-level hierarchy is recorded during the period of such reclassification occurrence at the fair value as of the beginning of

about the activity, region, or economic characteristics identifying a concentration, (b) the maximum amount of loss the entity is exposed to based on the gross fair value of the related item, (c) policy for requiring collateral or other security and information as to accessing such collateral or security, and (d) the nature and brief description of such collateral or security; (4) quantitative information about market risks and how such risks are managed; (5) for items measured on both a recurring and nonrecurring basis information regarding the inputs used to develop the fair value measurement; and (6) for items presented in the financial statement for which fair value measurement is elected: (a) information necessary to understand the reasons for the election, (b) discussion of the effect of fair value changes on earnings, (c) a description of [similar groups] items for which the election is made and the relation thereof to the balance sheet, the aggregate carrying value of items included in the balance sheet that are not eligible for the election; (7) all other required (as defined) and desired information. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 107 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482078/820-10-55-107>Reference 2: <http://www.xbrl.org/2003/role/exampleRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 100 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482078/820-10-55-100>Reference 3: [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(c\)\(3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 4: [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A](http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A)Reference 5: <http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2E -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2E>Reference 6: [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph \(h\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A](http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A)Reference 7: [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph \(f\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A](http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A)Reference 8: [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph \(e\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A](http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A)Reference 9: [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A](http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-6A)Reference 10: [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(h\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 11: [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(g\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 12: [http://www.xbrl.org/2003/role/disclosureRef -Topic 940 -SubTopic 820 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478119/940-820-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 940 -SubTopic 820 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478119/940-820-50-1) + Details Name: us-gaap_FairValueDisclosuresTextBlock Namespace Prefix: us-gaap_Data Type: dtr-types:textBlockItem Type Balance Type: na Period Type: duration XML 26 R13.htm IDEA: XBRL DOCUMENT v3.24.2.u1 DEBT 6 Months Ended June 30, 2024 Debt Disclosure [Abstract] A DEBT DEBTThe Companyâ€™s debt obligations were as follows. June 30, 2024December 31, 2023Aggregate Principal CommittedOutstanding PrincipalUnused PortionAggregate Principal CommittedOutstanding PrincipalUnused PortionBNP Funding Facilities\$600,000Â \$194,000Â \$406,000Â \$600,000Â \$282,000Â \$318,000Â Trust Credit Facility(1)1,300,000Â 431,474Â 864,364Â 1,120,000Â 520,263Â 599,484Â 2027 Notes(2)425,000Â 425,000Â â€”Â \$425,000Â 425,000Â â€”Â A 2025 Notes(2)275,000Â 275,000Â â€”Â A 275,000Â 275,000Â â€”Â A 2029 Notes(2)350,000Â 350,000Â â€”Â A â€”Â A â€”Â A â€”Â A Totals\$2,950,000Â \$1,675,474Â \$1,270,364Â \$2,420,000Â \$1,502,263Â \$917,484Â (1)As of June 30, 2024 and December 31, 2023, a letter of credit of \$4,161 and \$253, respectively, was outstanding, which reduced the unused availability under the Trust Credit Facility by the same amount. Under the Trust Credit Facility, the Company may borrow in U.S. dollars or certain other permitted currencies. As of June 30, 2024 and December 31, 2023, the Company had borrowings denominated in Euros (EUR) of 238 and 238, respectively and Canadian dollars (CAD) of 300 and 0, respectively. (2)As of June 30, 2024, the carrying value of the Companyâ€™s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Companyâ€™s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively. The Company's summary information of its debt obligations were as follows:For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Combined weighted average interest rate (1)6.57% %6.47% %6.63% %6.35% %Combined weighted average effective interest rate (2)7.03% %6.83% %7.07% %6.70% %Combined weighted average debt outstanding\$1,578,492\$1,570,147\$1,520,644\$1,577,438(1) Excludes unused fees and financing costs.(2) Excludes unused fees.As of June 30, 2024 and December 31, 2023, the Company was in compliance with all covenants and other requirements of each of the credit facilities, and each of the respective unsecured notes.BNP Funding FacilityOn October 14, 2020, DLF LLC entered into a Revolving Credit and Security Agreement (as amended, restated or otherwise modified from time to time, the â€œCredit and Security Agreementâ€) with DLF LLC, as the borrower, BNP Paribas (â€œBNPâ€), as the administrative agent and lender, the Company, as the equity holder and as the servicer, and U.S. Bank National Association, as collateral agent to (as amended, the â€œBNP Funding Facilityâ€). As of June 30, 2024, the borrowing capacity under the BNP Funding Facility was \$600,000. The applicable margin on borrowings during the reinvestment period is 2.85% and, after the reinvestment period, 3.35%. The obligations of DLF LLC under the BNP Funding Facility are secured by the assets held by DLF LLC. The BNP Funding Facility reinvestment period ends on September 22, 2026 and the facility has a final maturity date of September 22, 2028.The summary information of the BNP Funding Facility is as follows:For the Three Months EndedFor the Six Months EndedÂ June 30, 2024June 30, 2023June 30, 2024June 30, 2023Borrowing interest expense\$5,095Â \$7,053Â \$11,245Â \$13,958Â Facility unused commitment fees472Â 146Â 787Â 246Â Amortization of deferred financing costs413Â 283Â 827Â 543Â Totals\$5,980Â \$7,482Â \$12,859Â \$14,747Â Weighted average interest rate8.18% %7.38% %8.18% %7.14% %Weighted average outstanding balances246,527Â \$377,912Â \$271,846Â \$388,895Â Trust Credit FacilityOn July 16, 2021, the Company entered into a Senior Secured Revolving Credit Agreement with Trust Bank (as amended, restated or otherwise modified from time to time, the â€œTrust Credit Facilityâ€). The maximum principal amount of the Trust Credit Facility is \$1,300,000, subject to availability under the borrowing base. The Trust Credit Facility includes an uncommitted accordion feature that, as of June 30, 2024, allows the Company, under certain circumstances, to increase the borrowing capacity to up to \$1,950,000. As of June 30, 2024, the availability period of the Trust Credit Facility will terminate on April 19, 2028. The Trust Credit Facility is guaranteed by certain domestic subsidiaries of the Company (the â€œGuarantorsâ€). The Companyâ€™s obligations to the lenders under the Trust Credit Facility are secured by a first priority security interest in substantially all of the assets of the Company and each Guarantor, subject to certain exceptions. The Company may borrow amounts in U.S. dollars or certain other permitted currencies. Borrowings under the Trust Credit Facility bear interest at a per annum rate equal to, (x) for loans for which the Company elects the base rate option, the â€œalternate base rateâ€ (which is the highest of (a) the prime rate as publicly announced by Trust Bank, (b) the sum of (i) the weighted average of the rates on overnight federal funds transactions, as published by the Federal Reserve Bank of New York plus (ii) 0.5%, and (c) Term SOFR (as defined in the Trust Credit Facility agreement) on such day plus 1% per annum) plus and (y) for loans for which the Company elects the term benchmark option, Term SOFR, for borrowings denominated in U.S. dollars, or the applicable term benchmark rate for borrowings denominated in certain foreign currencies, in each case for the related interest period for such borrowing plus 1.875% per annum or such other applicable margin as is applicable to such foreign currency borrowings. The Company pays an unused fee of 0.375% per annum on the daily unused amount of the revolver commitments. The Company pays letter of credit participation fees and a fronting fee on the average daily amount of any letter of credit issued and outstanding under the Trust Credit Facility, as applicable. As of June 30, 2024, the Trust Credit Facility has a maturity date of April 19, 2029. The summary information of the Trust Credit Facility is as follows:For the Three Months EndedFor the Six Months EndedÂ June 30, 2024June 30, 2023June 30, 2024June 30, 2023Borrowing interest expense\$8,531Â \$8,651Â \$17,158Â \$16,474Â Facility unused commitment fees781Â 651Â 1,416Â 1,190Â Amortization of deferred financing costs517Â 516Â 1,029Â 955Â Totals\$9,829Â \$9,829Â \$18,812Â \$18,619Â Weighted average interest rate7.35% %6.95% %7.34% %6.71% %Weighted average outstanding balances458,887Â \$492,235Â \$462,259Â \$488,543Â Unsecured Notes2027 NotesOn February 11, 2022, the Company issued \$425,000 in aggregate principal amount of 4.50% notes due 2027 (the restricted securities initially issued on February 11, 2022 together with the unrestricted securities issued pursuant to the exchange offer described below, the â€œ2027 Notesâ€) pursuant to the First Supplemental Indenture dated February 11, 2022 (the â€œFirst Supplemental Indentureâ€), which supplements a base indenture, dated as of February 11, 2022 (as may be further amended, supplemented or otherwise modified from time to time, the â€œBase Indentureâ€ and together with the First Supplemental Indenture, the â€œFebruary 2027 Notes Indentureâ€). The 2027 Notes will mature on February 11, 2027 and may be redeemed in whole or in part at the Companyâ€™s option at any time or from time to time at the redemption prices set forth in the February 2027 Notes Indenture. The 2027 Notes are general unsecured obligations of the Company that rank senior in right of payment to all of the Companyâ€™s existing and future indebtedness that is expressly subordinated in right of payment to the 2027 Notes, rank pari passu with all existing and future unsecured unsubordinated indebtedness issued by the Company, rank effectively junior to any of the Companyâ€™s secured indebtedness (including unsecured indebtedness that the Company later secures) to the extent of the value of the assets securing such indebtedness, and rank structurally junior to all existing and future indebtedness (including trade payables) incurred by the Companyâ€™s subsidiaries, financing vehicles or similar facilities.Pursuant to a Registration Statement on Form N-14 (File No. 333-264774), filed on July 20, 2022, the Company closed an exchange offer in which holders of the 2027 Notes that were restricted because they were issued in a private placement were offered the opportunity to exchange such notes for new, registered notes with substantially identical terms. Through this exchange offer, holders representing 85.87% of the outstanding principal of the then restricted 2027 Notes obtained registered unrestricted 2027 Notes. The summary information of 2027 Notes is as follows:For the Three Months EndedFor the Six Months EndedÂ June 30, 2024June 30, 2023June 30, 2024June 30, 2023Borrowing interest expense\$4,781Â \$4,781Â \$9,563Â \$9,563Â Accretion of original issuance discount53Â 53Â 106Â 106Â Amortization of debt issuance costs288Â 280Â 568Â 557Â Totals\$5,122Â \$5,114Â \$10,237Â \$10,226Â Stated interest rate4.50% %4.50% %4.50% %4.50% %2025 NotesOn September 13, 2022, the Company entered into a Master Note Purchase Agreement (the â€œNote Purchase Agreementâ€) governing the issuance of \$275,000 in aggregate principal amount of Series A Senior Notes due September 13, 2025 (the â€œ2025 Notesâ€) to certain qualified institutional investors in a private placement. The 2025 Notes were delivered and paid for on September 13, 2022, subject to certain customary closing conditions. The 2025 Notes have a fixed interest rate of 7.55% per year. The 2025 Notes will mature on September 13, 2025 unless redeemed, purchased or prepaid prior to such date by the Company in accordance with the terms of the Note Purchase Agreement. Interest on the 2025 Notes is due semiannually in February and August of each year. Subject to the terms of the Note Purchase Agreement, the Company may redeem the 2025 Notes in whole or in part at any time or from time to time at the Companyâ€™s option at par plus accrued interest to the prepayment date and, if redeemed on or before June 13, 2025, a make-whole premium. The Companyâ€™s obligations under the Note Purchase Agreement are general unsecured obligations that rank pari passu with all outstanding and future unsecured unsubordinated indebtedness issued by the Company.The summary information of 2025 Notes is as follows:For the Three Months EndedFor the Six Months EndedÂ June 30, 2024June 30, 2023Borrowing interest expense\$5,191Â \$5,191Â \$10,381Â \$10,381Â Amortization of debt issuance costs302Â 302Â 604Â 601Â Totals\$5,493Â \$5,493Â \$10,985Â \$10,982Â Stated interest rate7.55% %7.55% %7.55% %7.55% %2029 NotesOn May 17, 2024, the Company issued \$350,000 in aggregate principal amount of 6.150% notes due 2029 (the â€œ2029 Notesâ€), pursuant to the Second Supplemental Indenture dated May 17, 2024 (the â€œSecond Supplemental Indentureâ€), which supplements the Base Indenture (together with the Second Supplemental Indenture, the â€œMarch 2029 Notes Indentureâ€).The 2029 Notes will mature on May 17, 2029 and may be redeemed in whole or in part at the Companyâ€™s option at any time prior to April 17, 2029 at par value plus a â€œmake-wholeâ€ premium calculated in accordance with the terms under â€œoptional redemptionâ€ in the March 2029 Notes Indenture and at par value on April 17, 2029 or thereafter. The 2029 Notes are general unsecured obligations of the Company that rank senior in right of payment to all of the Companyâ€™s existing and future indebtedness that is expressly subordinated in right of payment to the 2029 Notes, rank pari passu with all existing and future unsecured unsubordinated indebtedness issued by the Company, rank effectively junior to any of the Companyâ€™s secured indebtedness (including unsecured indebtedness that the Company later secures) to the extent of the value of the assets securing such indebtedness, and rank structurally junior to all existing and future indebtedness (including trade payables) incurred by the Companyâ€™s subsidiaries, financing vehicles or similar facilities.In connection with the 2029 Notes Offering, the Company entered into interest rate swaps. Under the interest rate swap agreement related to the 2029 Notes, the Company receives a fixed interest rate of 6.413% per annum and pays a floating interest rate of SOFR + 2.37% per annum on \$350,000 of the 2029 Notes. For the three and six months ended June 30, 2024, the Company paid no periodic payments. The interest expense related to the 2029 Notes is equally offset by the proceeds received from the interest rate swaps. The swap adjusted interest expense is included as a component of interest expense on the Company's Consolidated Statements of Operations. As of June 30, 2024, the interest rate swaps had a fair value of \$1,636. Based on the fair value measurement hierarchy, the swaps are classified as level 3 investments. Depending on the nature of the balance at period end, the fair value of the interest rate swaps are either included as a component of accrued expenses and other liabilities or prepaid expenses and other assets on the Company's Consolidated Statements of Assets and Liabilities. The change in fair value of the interest rate swaps is offset by the change in fair value of the 2029 Notes, with the remaining difference included as a component of interest expense on the Consolidated Statements of Operations. The Company designated each interest rate swap as the hedging instrument in a qualifying hedge accounting relationship.The summary information of 2029 Notes is as follows:For the Three Months EndedFor the Six Months EndedÂ June 30, 2024June 30, 2023Borrowing interest expense\$2,631Â \$â€”Â \$2,631Â \$â€”Â Accretion of original issuance discount96Â â€”Â 96Â â€”Â A Net change in unrealized (appreciation) depreciation on effective interest rate swaps and hedged items(7)â€”Â (7)â€”Â A Amortization of debt issuance costs158Â â€”Â 158Â â€”Â A Totals\$2,878Â \$â€”Â 2,878Â \$â€”Â A Stated interest rate6.15% %â€”Â %6.15% %â€”Â % X - ReferencesNo definition available. + Details Name: us-gaap_DebtDisclosureAbstract Namespace Prefix: us-gaap_Data Type: xbrl:stringItem Type Balance Type: na Period Type: duration X - DefinitionThe entire disclosure for information about short-term and long-term debt arrangements, which includes amounts of borrowings under each line of credit, note payable, commercial paper issue, bonds indenture, debenture issue, own-share lending arrangements and any other contractual agreement to repay funds, and about the underlying arrangements, rationale for a classification as long-term, including repayment terms, interest rates, collateral provided, restrictions on use of assets and activities, whether or not in compliance with debt covenants, and other matters important to users of the financial statements, such as the effects of refinancing and noncompliance with debt covenants. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(b\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-6)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-6](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-6)Reference 3: [http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(d\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1)Reference 4: [http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\)\(3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1)Reference 5: [http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\)\(2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1)Reference 6: [http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\)\(1\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1)Reference 7: [http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1)Reference 8: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph \(h\) -Publisher FASB -URI https://asc.fasb.org/1943274/214781139/470-20-50-1B](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/214781139/470-20-50-1B)Reference 9: [http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.4-08\(c\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1)Reference 10:

<http://fasb.org/us-gaap/role/ref/legacyRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/470/tableOfContentReference 11:>

150% after such borrowing. Prior to December 17, 2019, in accordance with the 1940 Act, with certain limited exceptions, the Company was allowed to borrow amounts such that its asset coverage, as defined in the 1940 Act, was at least 200% after such borrowing. X - ReferencesNo definition available. + Details Name: us-gaap_InvestmentCompanyAbstract Namespace Prefix: us-gaap_Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionThe entire disclosure of financial highlights reported by investment company. + ReferencesReference 1:

transfer a liability in an orderly transaction between market participants at the measurement date.â€¢ Fair value is a market-based measurement, not an entity-specific measurement. For some investments, observable market transactions or market information might be available. For other investments, observable market transactions and market information might not be available. However, the objective of a fair value measurement in both cases is the same - to estimate the price when an orderly transaction to sell the investment would take place between market participants at the measurement date under current market conditions (that is, an exit price at the measurement date from the perspective of a market participant). Derivative Instruments Pursuant to ASC 815 Derivatives and Hedging, all derivative instruments entered into by the Company are designated as hedging instruments. For all derivative instruments designated as a hedge, the entire change in the fair value of the hedging instrument shall be recorded in the same line item of the Consolidated Statements of Operations as the hedged item. The Companyâ€™s derivative instruments are used to hedge certain of the Companyâ€™s fixed rate debt, and therefore both the periodic payment and the change in fair value for the effective hedge, if applicable, will be recognized as components of interest expense in the Consolidated Statements of Operations. Fair value is estimated by discounting remaining payments using applicable current market rates, or market quotes, if available. Rule 18f-4 requires BDCs that use derivatives to, among other things, comply with a value-at-risk leverage limit, adopt a derivatives risk management program, and implement certain testing and board reporting procedures. Rule 18f-4 exempts BDCs that qualify as â€œlimited derivatives usersâ€ from the aforementioned requirements, provided that these BDCs adopt written policies and procedures that are reasonably designed to manage the BDCâ€™s derivatives risks and comply with certain recordkeeping requirements. Rule 18f-4 provides that a BDC may enter into an unfunded commitment agreement that is not a derivatives transaction, such as an agreement to provide financing to a portfolio company, if the BDC has, among other things, a reasonable belief, at the time it enters into such an agreement, that it will have sufficient cash and cash equivalents to meet its obligations with respect to all of its unfunded commitment agreements, in each case as it becomes due. Pursuant to Rule 18f-4, when we trade reverse repurchase agreements or similar financing transactions, including certain tender option bonds, we need to aggregate the amount of any other senior securities representing indebtedness (e.g., bank borrowings, if applicable) when calculating our asset coverage ratio. The Company currently qualifies as a â€œlimited derivatives userâ€ and expects to continue to do so. Revenue Recognition Interest Income Interest income is recorded on an accrual basis and includes the accretion of discounts and amortizations of premiums. Discounts from and premiums to par value on debt investments purchased are accreted/amortized into interest income over the life of the respective investment using the effective interest method. The amortized cost of debt investments represents the original cost, including loan origination fees and upfront fees received that are deemed to be an adjustment to yield, adjusted for the accretion of discounts and amortization of premiums, if any. Exit fees that are receivable upon repayment of a loan or debt security are amortized into interest income over the life of the respective investment. Upon prepayment of a loan or debt investment, any prepayment premiums, unamortized upfront loan origination fees and unamortized discounts are recorded as interest income in the current period. PIK Income The Company has debt investments in its portfolio that contain payment-in-kind (â€œPIKâ€) provisions. PIK represents interest that is accrued and recorded as interest income at the contractual rates, increases the loan principal on the respective capitalization dates, and is generally due at maturity. Such income is included in PIK income on the Consolidated Statements of Operations. If at any point the Company believes PIK is not expected to be realized, the investment generating PIK will be placed on non-accrual status. When a PIK investment is placed on non-accrual status, the accrued, uncapitalized interest is generally reversed through PIK income. This non-cash source of income is included when determining what must be paid out to stockholders in the form of distributions in order for the Company to maintain its status as a RIC, even though the Company has not yet collected cash. Dividend income Dividend income on preferred equity investments is recorded on an accrual basis to the extent that such amounts are payable by the portfolio company and are expected to be collected. Dividend income on common equity investments is recorded on the record date for private portfolio companies. Dividend income is presented net of withholding tax, if any. Other Income Other Income The Company may receive various fees in the ordinary course of business such as structuring, consent, waiver, amendment and syndication fees as well as fees for managerial assistance rendered by the Company to the portfolio companies. Such fees are recognized in income when earned or when the services are rendered and there is no uncertainty or contingency related to the amount to be received. Non-Accrual Investments Non-Accrual Investments Loans are generally placed on non-accrual status when there is reasonable doubt that principal or interest will be collected in full. Accrued interest is generally reversed when a loan is placed on non-accrual status. Additionally, any original issue discount and market discount are no longer accreted to interest income as of the date the loan is placed on non-accrual status. Interest payments received on non-accrual loans may be recognized as income or applied to principal depending upon managementâ€™s judgment regarding collectability. Non-accrual loans are restored to accrual status when past due principal and interest are paid current and, in managementâ€™s judgment, are likely to remain current. Management may determine to not place a loan on non-accrual status if the loan has sufficient collateral value and is in the process of collection. Offering Costs Offering Costs The Company records expenses related to public equity offerings as a reduction of capital upon completion of an offering of registered securities. Deferred Financing Costs and Debt Issuance Costs Deferred Financing Costs and Debt Issuance Costs Deferred financing and debt issuance costs consist of fees and expenses paid in connection with the closing of and amendments to the Companyâ€™s borrowings. The aforementioned costs are amortized using the straight-line method over each instrumentâ€™s term. Deferred financing costs related to a revolving credit facility is presented separately as an asset on the Companyâ€™s Consolidated Statements of Assets and Liabilities. Deferred debt issuance costs related to any notes are presented net against the outstanding debt balance on the Consolidated Statements of Assets and Liabilities. Income Taxes Income Taxes The Company has elected to be treated as a RIC under Subchapter M of the Code. So long as the Company maintains its status as a RIC, it generally will not pay corporate U.S. federal income taxes on any ordinary income or capital gains that it distributes, at least annually, to its stockholders as distributions. In order to continue to qualify as a RIC, the Company must meet certain minimum distribution, source-of-income and asset diversification requirements. If such requirements are met, then the Company is generally required to pay income taxes only on the portion of its taxable income and gains it does not distribute. The minimum distribution requirements applicable to RICs require the Company to distribute to its stockholders at least 90% of its investment company taxable income (the â€œICTIâ€), as defined by the Code, each year. Depending on the level of ICTI earned in a tax year, the Company may choose to carry forward ICTI in excess of current year distributions into the next tax year. Any such carryover ICTI must be distributed before the end of that next tax year through a distribution declared prior to filing the final tax return related to the year which generated such ICTI. A Â Â Â In addition, based on the excise distribution requirements, the Company is subject to a 4% nondeductible federal excise tax on undistributed income unless the Company distributes in a timely manner an amount at least equal to the sum of (1) 98% of its ordinary income for each calendar year, (2) 98.2% of capital gain net income (both long-term and short-term) for the one-year period ending October 31 in that calendar year and (3) any income realized, but not distributed, in the preceding year. For this purpose, however, any ordinary income or capital gain net income retained by the Company that is subject to corporate income tax is considered to have been distributed. For the three and six months ended June 30, 2024, the Company accrued \$500 and \$936 of U.S. federal excise tax, respectively. For the three and six months ended June 30, 2023, the Company accrued \$0 and \$0 of U.S. federal excise tax, respectively. A Â Â Â The Company evaluates tax positions taken or expected to be taken in the course of preparing its consolidated financial statements to determine whether the tax positions are â€œmore likely than notâ€ to be sustained by the applicable tax authority. All penalties and interest associated with income taxes, if any, are included in income tax expense. New Accounting Pronouncements New Accounting Pronouncements In December 2023, the FASB issued ASU 2023-09 â€œIncome Taxes (Topic 740): Improvements to Income Tax Disclosures,â€ (â€œASU 2023-09â€). ASU 2023-09 requires additional disaggregated disclosures on the entityâ€™s effective tax rate reconciliation and additional details on income taxes paid. ASU 2023-09 is effective on a prospective basis, with the option for retrospective application, for annual periods beginning after December 15, 2024 and early adoption is permitted. The Company does not expect the adoption of ASU 2023-09 to have a material impact on its consolidated financial statements. X - Definition Loans Receivable, Nonaccrual Status, Policy + References No definition available. + Details Name: msdlf Loans Receivable Nonaccrual Status Policy Policy Text Block Namespace Prefix: msdlf Data Type: dtr-types:1:textBlockItemType Balance Type: na Period Type: duration X - Definition Revenue Recognition, Other Income, Policy + References No definition available. + Details Name: msdlf Revenue Recognition Other Income Policy Policy Text Block Namespace Prefix: msdlf Data Type: dtr-types:1:textBlockItemType Balance Type: na Period Type: duration X - References No definition available. + Details Name: us-gaap Accounting Policies Abstract Namespace Prefix: us-gaap Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy for basis of accounting, or basis of presentation, used to prepare the financial statements (for example, US Generally Accepted Accounting Principles, Other Comprehensive Basis of Accounting, IFRS) + References No definition available. + Details Name: us-gaap BasisOfAccounting Policy Policy Text Block Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy for cash and cash equivalents, including the policy for determining which items are treated as cash equivalents. Other information that may be disclosed includes (1) the nature of any restrictions on the entity's use of its cash and cash equivalents, (2) whether the entity's cash and cash equivalents are insured or expose the entity to credit risk, (3) the classification of any negative balance accounts (overdrafts), and (4) the carrying basis of cash equivalents (for example, at cost) and whether the carrying amount of cash equivalents approximates fair value. + References Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef> - Name Accounting Standards Codification - Topic 230 - SubTopic 10 - Section 50 - Paragraph 1 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147482913/230-10-50-1> + Details Name: us-gaap CashAndCashEquivalents Policy Text Block Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy regarding (1) the principles it follows in consolidating or combining the separate financial statements, including the principles followed in determining the inclusion or exclusion of subsidiaries or other entities in the consolidated or combined financial statements and (2) its treatment of interests (for example, common stock, a partnership interest or other means of exerting influence) in other entities, for example consolidation or use of the equity or cost methods of accounting. The accounting policy may also address the accounting treatment for intercompany accounts and transactions, noncontrolling interest, and the income statement treatment in consolidation for issuances of stock by a subsidiary. + References Reference 1: <http://www.xbrl.org/2003/role/exampleRef> - Topic 235 - SubTopic 10 - Name Accounting Standards Codification - Section 50 - Paragraph 4 - Subparagraph (a) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147480436/235-10-50-4> Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef> - Name Accounting Standards Codification - Topic 810 - SubTopic 10 - Section 50 - Paragraph 1 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147481203/810-10-50-1> + Details Name: us-gaap Consolidation Policy Text Block Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy for deferral and amortization of significant deferred charges. + References Reference 1: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 210 - SubTopic 10 - Name Accounting Standards Codification - Section 599 - Paragraph 1 - Subparagraph (SX 210.5-02(17)) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147480566/210-10-599-1> + Details Name: us-gaap DeferredCharges Policy Text Block Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy for its derivative instruments and hedging activities. + References Reference 1: <http://fasb.org/us-gaap/role/ref/legacyRef> - Name Accounting Standards Codification - Section 50 - Paragraph 2 - SubTopic 10 - Topic 815 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147480434/815-10-50-2> Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 250 - SubTopic 10 - Name Accounting Standards Codification - Section 50 - Paragraph 9 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147483443/250-10-50-9> Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 235 - SubTopic 10 - Name Accounting Standards Codification - Section 599 - Paragraph 1 - Subparagraph (SX 210.4-08(n)) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147480678/235-10-599-1> Reference 4: <http://fasb.org/us-gaap/role/ref/legacyRef> - Name Accounting Standards Codification - Topic 815 - SubTopic 10 - Section 50 - Paragraph 1A - Publisher FASB - URI <https://asc.fasb.org/1943274/2147480434/815-10-50-1A> Reference 5: <http://fasb.org/us-gaap/role/ref/legacyRef> - Name Accounting Standards Codification - Topic 815 - SubTopic 10 - Section 50 - Paragraph 1 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147480434/815-10-50-1> Reference 6: <http://fasb.org/us-gaap/role/ref/legacyRef> - Name Accounting Standards Codification - Topic 815 - SubTopic 10 - Section 50 - Paragraph 4 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147480434/815-10-50-4> Reference 7: <http://fasb.org/us-gaap/role/ref/legacyRef> - Name Accounting Standards Codification - Topic 815 - SubTopic 10 - Section 50 - Paragraph 7 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147480434/815-10-50-7> + Details Name: us-gaap Derivatives Policy Text Block Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy for (1) transactions denominated in a currency other than the reporting enterprise's functional currency, (2) translating foreign currency financial statements that are incorporated into the financial statements of the reporting enterprise by consolidation, combination, or the equity method of accounting, and (3) remeasurement of the financial statements of a foreign reporting enterprise in a hyperinflationary economy. + References Reference 1: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 830 - Name Accounting Standards Codification - Publisher FASB - URI <https://asc.fasb.org/830/tableOfContent> + Details Name: us-gaap ForeignCurrencyTransactionsAndTranslations Policy Text Block Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy for income taxes, which may include its accounting policies for recognizing and measuring deferred tax assets and liabilities and related valuation allowances, recognizing investment tax credits, operating loss carryforwards, tax credit carryforwards, and other carryforwards, methodologies for determining its effective income tax rate and the characterization of interest and penalties in the financial statements. + References Reference 1: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 740 - SubTopic 10 - Name Accounting Standards Codification - Section 50 - Paragraph 20 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147482685/740-10-50-20> Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 740 - SubTopic 10 - Name Accounting Standards Codification - Section 50 - Paragraph 19 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147482685/740-10-50-19> Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 740 - SubTopic 10 - Name Accounting Standards Codification - Section 45 - Paragraph 25 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147482525/740-10-45-25> Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 946 - SubTopic 10 - Name Accounting Standards Codification - Section 599 - Paragraph 3 - Subparagraph (SX 210.6-03(h)(1)) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147479886/946-10-599-3> Reference 5: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 740 - SubTopic 10 - Name Accounting Standards Codification - Section 50 - Paragraph 17 - Subparagraph (b) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147482685/740-10-50-17> Reference 6: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 740 - SubTopic 10 - Name Accounting Standards Codification - Section 50 - Paragraph 9 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147482685/740-10-50-9> Reference 7: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 740 - SubTopic 10 - Name Accounting Standards Codification - Section 45 - Paragraph 28 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147482525/740-10-45-28> Reference 8: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 220 - SubTopic 10 - Name Accounting Standards Codification - Section 50 - Paragraph 1 - Publisher FASB - URI <https://asc.fasb.org/1943274/2147482765/220-10-50-1> + Details Name: us-gaap IncomeTax Policy Text Block Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy for investment in financial asset. + References Reference 1: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 944 - SubTopic 220 - Name Accounting Standards Codification - Section 599 - Paragraph 1 - Subparagraph (SX 210.7-04(3)(b)) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147477250/944-220-599-1> Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 946 - SubTopic 10 - Name Accounting Standards Codification - Section 599 - Paragraph 3 - Subparagraph (SX 210.6-03(d)) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147479886/946-10-599-3> Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 946 - SubTopic 10 - Name Accounting Standards Codification - Section 599 - Paragraph 3 - Subparagraph (SX 210.6-03(f)(1)) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147479886/946-10-599-3> Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 946 - SubTopic 10 - Name Accounting Standards Codification - Section 599 - Paragraph 3 - Subparagraph (SX 210.6-03(f)(2)) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147479886/946-10-599-3> Reference 5: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 946 - SubTopic 10 - Name Accounting Standards Codification - Section 599 - Paragraph 3 - Subparagraph (SX 210.6-03(f)(3)) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147479886/946-10-599-3> Reference 6: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Section 599 - Paragraph 12 - Subparagraph (i) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147477271/946-320-599-12> Reference 7: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 946 - SubTopic 320 - Name Accounting Standards Codification - Section 599 - Paragraph 19 - Subparagraph (2) - Publisher FASB - URI <https://asc.fasb.org/1943274/2147477271/946-320-599-19> + Details Name: us-gaap Investment Policy Text Block Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - Definition Disclosure of accounting policy for legal costs incurred to protect or defend the entity's assets and rights, or to obtain assets, including monetary damages, or to obtain rights. + References Reference 1: <http://www.xbrl.org/2003/role/disclosureRef> - Topic 450 - SubTopic 20 - Name

Accounting Standards Codification -Section S99 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480102/450-20-S99-2 + Details Name: us-gaap_LegalCostsPolicyTextBlock Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - DefinitionDisclosure of accounting policy pertaining to new accounting pronouncements that may impact the entity's financial reporting. Includes, but is not limited to, quantification of the expected or actual impact. + ReferencesNo definition available. + Details Name: us-gaap_NewAccountingPronouncementsPolicyTextBlock Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - DefinitionDisclosure of accounting policy for revenue recognition for dividend revenue. + ReferencesNo definition available. + Details Name: us-gaap_RevenueRecognitionDividends Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - DefinitionDisclosure of accounting policy for recognition of interest revenue. Disclosure may include the method of recognizing interest income on loan and trade receivables, the method of amortizing premiums or accreting discounts, and a statement about the policy for the treatment of related fees and costs, including the method of amortizing net deferred fees and costs. + ReferencesNo definition available. + Details Name: us-gaap_RevenueRecognitionInterest Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - DefinitionDisclosure of accounting policy for the use of estimates in the preparation of financial statements in conformity with generally accepted accounting principles. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 275 -SubTopic 10 -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-9Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 275 -SubTopic 10 -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-4Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b) -SubTopic 10 -Topic 275 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (c) -SubTopic 10 -Topic 275 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 50 -Paragraph 11 -SubTopic 10 -Topic 275 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-11Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 50 -Paragraph 12 -SubTopic 10 -Topic 275 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-12Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 275 -SubTopic 10 -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482861/275-10-50-8 + Details Name: us-gaap_UseOfEstimates Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration XML 35 R22.htm IDEA: XBRL DOCUMENT v3.24.2.u1 INVESTMENTS (Tables) 6 Months Ended Jun 30, 2024 Schedule of Investments [Abstract] A Schedule of Investments The composition of the Company's investment portfolio at cost and fair value was as follows:June 30, 2024December 31, 2023(1)CostFair Value% of Total Investments at Fair ValueCostFair Value% of Total Investments at Fair ValueFirst Lien Debt\$3,356,586\$ 3,345,743\$ 95.3%\$3,027,413\$ 3,004,544\$ 94.1%Second Lien Debt122,416\$ 103,144\$ 2.9\$ 146,014\$ 132,415\$ 4.1% Other Debt Investments9,298\$ 8,467\$ 0.2\$ 3,410\$ 2,064\$ 0.1\$ Equity53,735\$ 56,932\$ 1.6\$ 49,939\$ 54,538\$ 1.7\$ Total\$3,542,035\$ 3,514,286\$ 100.0%\$3,226,776\$ 3,193,561\$ 100.0% (1) The Company reclassified certain investment composition groupings by breaking out Other Securities into Total Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of Assets and Liabilities as of December 31, 2023. The industry composition of investments at fair value was as follows:June 30, 2024December 31, 2023Aerospace & Defense2.3% 2.2% Air Freight & Logistics0.5% 1.1% Automobile Components3.2% 3.5% Automobiles3.1% 4.7% Biotechnology0.8% 0.5% Building Products0.4% 0.6% Chemicals0.6% 0.6% Commercial Services & Supplies9.2% 9.6% Construction & Engineering1.7% 1.5% Consumer Staples Distribution & Retail0.6% 0.6% Containers & Packaging1.3% 1.4% Distributors2.6% 2.9% Diversified Consumer Services4.7% 2.5% Electronic Equipment, Instruments & Components1.9% 2.1% Energy Equipment & Services0.4% 0.5% Financial Services2.2% 1.9% Food Products2.2% 2.3% Ground Transportation0.6% 0.6% Health Care Equipment & Supplies0.6% 0.7% Health Care Providers & Services4.3% 4.6% Health Care Technology1.7% 1.9% Industrial Conglomerates1.3% 1.3% Insurance Services14.3% 14.9% Interactive Media & Services2.9% 3.2% IT Services9.0% 8.7% Leisure Products0.5% 0.7% Life Sciences Tools & Services0.4% 0.4% Machinery2.1% 2.1% Multi-Utilities0.8% 0.7% Pharmaceuticals0.3% 0.4% Professional Services3.7% 3.8% Real Estate Management & Development3.9% 5.3% Software15.7% 14.2% Wireless Telecommunication Services0.2% 0.2% Total100.0% 100.0% The geographic composition of investments at cost and fair value was as follows:June 30, 2024December 31, 2023CostFair Value% of Total Investments at Fair ValueCostFair Value% of Total Investments at Fair ValueAustralia\$16,970\$ 17,219\$ 0.5% \$16,985\$ 17,048\$ 0.5% Canada150,077\$ 151,102\$ 4.3% 98,674\$ 98,387\$ 3.1% United Kingdom11,713\$ 11,311\$ 0.3% 12,398\$ 12,629\$ 0.4% United States3,363,275\$ 3,334,654\$ 94.9% 3,098,719\$ 3,065,497\$ 96.0% Total\$3,542,035\$ 3,514,286\$ 100.0% \$3,226,776\$ 3,193,561\$ 100.0% X - DefinitionTabular disclosure of data and information required in the supplementary schedule applicable to management investment companies listing holdings of unaffiliated investments. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1 + Details Name: us-gaap_InvestmentHoldingsScheduleOfInvestmentsTableTextBlock Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_ScheduleOfInvestmentsAbstract Namespace Prefix: us-gaap Data Type: xbrli:stringItemType Balance Type: na Period Type: duration XML 36 R23.htm IDEA: XBRL DOCUMENT v3.24.2.u1 FAIR VALUE MEASUREMENTS (Tables) 6 Months Ended Jun 30, 2024 Fair Value Disclosures [Abstract] A Schedule of Portfolio Investments by Level in the Fair Value Hierarchy The following tables present the fair value hierarchy of investments: June 30, 2024December 31, 2023(2)Level 1Level 2Level 3TotalLevel 1Level 2Level 3TotalFirst Lien Debt\$26,691\$ 3,319,052\$ 3,345,743\$ 24,674\$ 2,979,870\$ 3,004,544\$ Second Lien Debt\$35,858\$ 67,286\$ 103,144\$ 35,567\$ 96,848\$ 132,415\$ Other Debt Investments\$8,467\$ 8,467\$ 0.2\$ 3,410\$ 2,064\$ Equity\$41,505\$ 41,505\$ 38,572\$ 38,572\$ Subtotal\$62,549\$ 3,436,310\$ 3,498,859\$ 60,241\$ measured at net asset value(1)15,427\$ 15,966\$ Total Investments\$3,514,286\$ 3,193,561\$ Cash equivalents\$21,107\$ 21,074\$ 21,074\$ 21,074\$ 21,074\$ (1) The Company, as a practical expedient, estimates the fair value of its investment in Help HP SCF Investor, LP using the net asset value of the Company's members' interest in the entity. As such, the fair value has not been classified within the fair value hierarchy. (2) The Company reclassified certain investment composition groupings by breaking out Other Securities into Other Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of Assets and Liabilities as of December 31, 2023. Changes in Level III Portfolio Investments The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2024:First Lien DebtSecond Lien DebtOther Debt InvestmentsEquityTotal InvestmentsFair value, beginning of period\$3,093,759\$ 82,186\$ 2,163\$ 41,565\$ 3,219,673\$ Purchases of investments(1)493,351\$ 5,770\$ 497\$ 499,618\$ Proceeds from principal repayments and sales of investments(1)(274,169)(14,780)\$ 0\$ 0\$ (288,949)\$ Accretion of discount/amortization of premium(4,238)255\$ 4\$ 4,497\$ Payment-in-kind(2,207)230\$ 95\$ 701\$ 3,233\$ Net change in unrealized appreciation (depreciation)(4,840)(605)(435)(1,258)\$ 3,412\$ Net realized gains (losses)\$ 0\$ 0\$ 0\$ 0\$ 0\$ Transfers into(out) of Level 3(2)(5,174)\$ 0\$ 0\$ 0\$ 0\$ (5,174)\$ Fair value, end of period\$3,319,052\$ 67,286\$ 8,467\$ 41,505\$ 3,436,310\$ Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2024\$3,387\$ 4(414)\$ 435\$ (1,295)\$ 2,113\$ The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the six months ended June 30, 2024:First Lien DebtSecond Lien DebtOther Debt InvestmentsEquityTotal InvestmentsFair value, beginning of period\$2,979,870\$ 96,848\$ 2,064\$ 38,572\$ 3,117,354\$ Purchases of investments(1)660,813\$ 836\$ 5,770\$ 2,516\$ 669,935\$ Proceeds from principal repayments and sales of investments(1)(337,511)(25,230)\$ 0\$ 0\$ (362,741)\$ Accretion of discount/amortization of premium(7,444)426\$ 6\$ 0\$ 7,166\$ Payment-in-kind(4,700)365\$ 114\$ 1,281\$ 6,460\$ Net change in unrealized appreciation (depreciation)(10,775)(9,595)(513)(864)(4,465)\$ Net realized gains (losses)(4,750)\$ 0\$ 0\$ 0\$ 0\$ (4,750)\$ Transfers into(out) of Level 3(2)(1,589)\$ 0\$ 0\$ 0\$ 0\$ (1,589)\$ Fair value, end of period\$3,319,052\$ 67,286\$ 8,467\$ 41,505\$ 3,436,310\$ Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2024\$9,438\$ 5(932)\$ 513\$ (864)\$ 3,155\$ (1) A to A Includes transactions relating to restructurings. (2) A to A Transfer of portfolio investments within the three-level hierarchy is recorded during the period of such reclassification occurrence at the fair value as of the beginning of the respective period. Generally, reclassifications are primarily due to increase/decrease of price transparency. The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2023:First Lien DebtSecond Lien DebtOther SecuritiesTotal InvestmentsFair value, beginning of period\$2,713,691\$ 115,410\$ 37,053\$ 2,866,154\$ Purchases of investments82,682\$ 86\$ 17\$ 82,785\$ Proceeds from principal repayments and sales of investments(37,683)\$ 0\$ 0\$ 0\$ (37,683)\$ Accretion of discount/amortization of premium(2,516)69\$ 2\$ 2,587\$ Payment-in-kind(245)126\$ 506\$ 1,057\$ Net change in unrealized appreciation (depreciation)11,022\$ (2,607)(1,524)9,939\$ Net realized gains (losses)\$ 0\$ 0\$ 0\$ 0\$ 0\$ Transfers into(out) of Level 3\$ 0\$ 0\$ 0\$ 0\$ 0\$ Fair value, end of period\$2,772,653\$ 113,084\$ 39,102\$ 2,924,839\$ Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2023\$11,844\$ (2,607)\$ 1,524\$ 10,101\$ The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the six months ended June 30, 2023:First Lien DebtSecond Lien DebtOther SecuritiesTotal InvestmentsFair value, beginning of period\$2,668,749\$ 122,891\$ 36,395\$ 2,828,035\$ Purchases of investments122,587\$ 8,586\$ 91\$ 221,264\$ Proceeds from principal repayments and sales of investments(126,765)\$ 0\$ 0\$ 0\$ (126,765)\$ Accretion of discount/amortization of premium(4,949)136\$ 4\$ 5,089\$ Payment-in-kind(806)260\$ 994\$ 2,060\$ Net change in unrealized appreciation (depreciation)12,205\$ (2,600)(1,618)11,223\$ Net realized gains (losses)122\$ 0\$ 0\$ 0\$ 122\$ Transfers into(out) of Level 3(1)\$ 0\$ 0\$ 0\$ (1,189)\$ Fair value, end of period\$2,772,653\$ 113,084\$ 39,102\$ 2,924,839\$ Net change in unrealized appreciation (depreciation) from investments still held as of June 30, 2023\$11,813\$ (2,600)\$ 1,618\$ 10,831\$ (1) A to A Transfer of portfolio investments within the three-level hierarchy is recorded during the period of such reclassification occurrence at the fair value as of the beginning of the respective period. Generally, reclassifications are primarily due to increase/decrease of price transparency. Schedule of Fair Value Measurement Inputs and Valuation Techniques The following tables present quantitative information about the significant unobservable inputs of the Company's Level 3 financial instruments. The tables are not intended to be all-inclusive but instead captures the significant unobservable inputs relevant to the Company's determination of fair value. June 30, 2024Range(1)Asset CategoryFair ValueValuation Technique (2)Significant Unobservable InputLowHighWeighted Average(3)Investments in first lien debt\$3,319,052\$ Yield AnalysisDiscount Rate8.84% 22.73% 11.18% %Investments in second lien debt\$67,286\$ Yield AnalysisDiscount Rate10.65% 15.35% 13.77% %A Unsecured debt\$7,788\$ Yield AnalysisDiscount Rate9.90% 16.60% 11.56% %689\$ Market ApproachEBITDA Multiple9.00x\$ A Preferred equity\$20,321\$ Income ApproachDiscount Rate9.88% 14.90% 12.72% 1.61,688\$ Market ApproachEBITDA Multiple8.50x\$ A Common equity\$16,060\$ Market ApproachEBITDA Multiple8.10x18.70x13.10x3,436\$ Market ApproachRevenue Multiple7.50x9.93x8.11xTotal Investments\$3,436,310\$ (1) For an asset category that contains a single investment, the range is not included. (2) During the six months ended June 30, 2024, one unsecured debt position with a fair value of \$1.93 million transitioned from an income approach to a yield analysis valuation technique. (3) Weighted average for an asset category consisting of multiple investments is calculated by weighting the significant unobservable input by the relative fair value of the investment. Weighted average for an asset category consisting of a single investment represents the significant unobservable input used in the fair value of the investment. December 31, 2023RangeAsset CategoryFair ValueValuation TechniqueSignificant Unobservable InputLowHighWeighted Average(1)Investments in first lien debts\$2,979,870\$ Yield AnalysisDiscount Rate8.61% 25.09% 11.00% %Investments in second lien debt\$96,848\$ Yield AnalysisDiscount Rate10.80% 31.13% 14.37% %Investments in other securitiesUnsecured debt1,894\$ Income ApproachDiscount Rate14.60% 14.60% 14.60% 170\$ Market ApproachEBITDA Multiple9.00x9.00xPreferred equity18,758\$ Income ApproachDiscount Rate12.19% 15.68% 13.47% 1,275\$ Market ApproachRevenue Multiple7.50x7.50x7.50xCommon equity16,600\$ Market ApproachEBITDA Multiple8.10x18.70x13.10x3,939\$ Market ApproachRevenue Multiple7.60x9.80x8.47xTotal Investments\$3,117,354\$ (1) Weighted average is calculated by weighting the significant unobservable input by the relative fair value of the investment. Schedule of Carrying Values and Fair Values of Debt The carrying value, fair value and level of the Company's debt were as follows: June 30, 2024December 31, 2023Level Carrying ValueFair ValueCarrying ValueFair ValueBNP Funding Facility\$319,000\$ 194,000\$ 282,000\$ 282,000\$ Trust Credit Facility\$343,474\$ 431,474\$ 520,263\$ 520,263\$ 2027 Notes(1)2421,500\$ 409,573\$ 420,834\$ 407,617\$ 2025 Notes(1)3273,539\$ 275,000\$ 272,935\$ 275,000\$ 2029 Notes(1)3343,909\$ 351,628\$ 0\$ 0\$ Total\$1,664,423\$ 1,661,675\$ 1,496,032\$ 1,484,880\$ (1) As of June 30, 2024, the carrying value of the Company's 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Company's 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively. X - DefinitionTabular disclosure of input and valuation technique used to measure fair value and change in valuation approach and technique for each separate class of asset and liability measured on recurring and nonrecurring basis. + ReferencesReference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 103 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482078/820-10-55-103Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2 + Details Name: us-gaap_FairValueAssetsAndLiabilitiesMeasuredOnRecurringAndNonrecurringBasisValuationTechniquesTableTextBlock Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - DefinitionTabular disclosure of assets, including [financial] instruments measured at fair value that are classified in stockholders' equity, if any, by class that are measured at fair value on a recurring basis. The disclosures contemplated herein include the fair value measurements at the reporting date by the level within the fair value hierarchy in which the fair value measurements in their entirety fall, segregating fair value measurements using quoted prices in active markets for identical assets (Level 1), significant other observable inputs (Level 2), and significant unobservable inputs (Level 3). + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2 + Details Name: us-gaap_FairValueAssetsMeasuredOnRecurringBasisTextBlock Namespace Prefix: us-gaap Data Type: dtr-types:textBlockItemType Balance Type: na Period Type: duration X - DefinitionTabular disclosure of the fair value measurement of assets using significant unobservable inputs (Level 3), a reconciliation of the beginning and ending balances, separately presenting changes during the period attributable to the following: (1) total gains or losses for the period (realized and unrealized), segregating those gains or losses included in earnings (or changes in net assets) and gains or losses recognized in other comprehensive income (loss), and a description of where

are gains or losses included in earnings (or charges in net assets) are reported in the statement of income (or activities); (2) purchases, sales, issues, and settlements (each type disclosed separately); and (3) transfers in and transfers out of Level 3 (for example, transfers due to changes in the observability of significant inputs), by class of asset. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef-Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 101 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482078/20-10-55-101>Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph \(b\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-3](http://www.xbrl.org/2003/role/disclosureRef-Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-3)Reference 3: [http://www.xbrl.org/2003/role/disclosureRef-Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(d\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2003/role/disclosureRef-Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2) + Details Name: us-gaap_FairValueAssetsMeasuredOnRecurringBasisUnobservableInputReconciliationTextBlock Namespace Prefix: us-gaap_ Data Type: dtr-types:textBlockItem Type Balance Type: na Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_FairValueDisclosuresAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItem Type Balance Type: na Period Type: duration X - DefinitionTabular disclosure of information pertaining to carrying amount and estimated fair value of short-term and long-term debt instruments or arrangements, including but not limited to, identification of terms, features, and collateral requirements. + ReferencesNo definition available. + Details Name: us-gaap_ScheduleOfCarryingValuesAndEstimatedFairValuesOfDebtInstrumentsTableTextBlock Namespace Prefix: us-gaap_ Data Type: dtr-types:textBlockItem Type Balance Type: na Period Type: duration XML 37 R24.htm IDEA: XBRL DOCUMENT v3.24.2.u1 DEBT (Tables) 6 Months Ended Jun. 30, 2024 Debt Disclosure [Abstract] A Schedule of Long-Term Debt Instruments The Companyâ€™s debt obligations were as follows. June 30, 2024December 31, 2023Aggregate Principal CommittedOutstanding PrincipalUnused PortionAggregate Principal CommittedOutstanding PrincipalUnused PortionBNP Funding Facility\$600,000Â \$194,000Â \$406,000Â \$600,000Â \$282,000Â \$318,000Â Trust Credit Facility(1)11,300,000Â 431,474Â 864,364Â 1,120,000Â 520,263Â 599,484Â 2027 Notes(2)425,000Â 425,000Â â€”Â 425,000Â 425,000Â â€”Â 2025 Notes(2)275,000Â 275,000Â â€”Â 275,000Â 275,000Â â€”Â 2029 Notes(2)350,000Â 350,000Â â€”Â 350,000Â 350,000Â â€”Â Total\$2,950,000Â \$1,675,474Â \$1,270,364Â \$2,420,000Â \$1,502,263Â \$917,484Â (1)As of June 30, 2024 and December 31, 2023, a letter of credit of \$4,161 and \$253, respectively, was outstanding, which reduced the unused availability under the Trust Credit Facility by the same amount. Under the Trust Credit Facility, the Company may borrow in U.S. dollars or certain other permitted currencies. As of June 30, 2024 and December 31, 2023, the Company had borrowings denominated in Euros (EUR) of 238 and 238, respectively and Canadian dollars (CAD) of 300 and 0, respectively. (2)As of June 30, 2024, the carrying value of the Companyâ€™s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Companyâ€™s 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively.The Company's summary information of its debt obligations were as follows:For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Combined weighted average interest rate (1)6.57% Â %6.47% Â %6.63% Â %6.35% Â %Combined weighted average effective interest rate (2)7.03% Â %6.83% Â %6.70% Â %6.70% Â %Combined weighted average debt outstanding\$1,578,492\$1,570,147\$1,520,644\$1,577,438(1) Excludes unused fees and financing costs.(2) Excludes unused fees.The summary information of the BNP Funding Facility is as follows:For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Borrowing interest expense\$5,095Â \$7,053Â \$11,245Â \$13,958Â Facility unused commitment fees472Â 146Â 787Â 246Â Amortization of deferred financing costs413Â 283Â 827Â 543Â Total\$5,980Â \$7,482Â \$12,859Â \$14,747Â Weighted average interest rate8.18% Â %7.38% Â %8.18% Â %7.14% Â %Weighted average outstanding balance\$246,572Â \$377,912Â \$271,846Â \$388,895Â The summary information of the Trust Credit Facility is as follows:For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Borrowing interest expense\$8,531Â \$8,651Â \$17,158Â \$16,474Â Facility unused commitment fees781Â 651Â 1,416Â 1,190Â Amortization of deferred financing costs517Â 516Â 1,029Â 955Â Total\$9,829Â \$9,818Â \$19,603Â \$18,619Â Weighted average interest rate7.35% Â %6.95% Â %7.34% Â %6.71% Â %Weighted average outstanding balance\$458,887Â \$492,235Â \$462,259Â \$488,543Â The summary information of 2027 Notes is as follows:For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Borrowing interest expense\$4,781Â \$4,781Â \$9,563Â \$9,563Â Accretion of original issue discount\$53A Â \$53A Â 106A Â 106A Â Amortization of debt issuance costs288A Â 280A Â 568A Â 557A Â Total\$5,122A Â \$5,114A Â \$10,237A Â \$10,226A Â Stated interest rate4.50A Â %4.50A Â %4.50A Â %The summary information of 2025 Notes is as follows:For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2023June 30, 2024June 30, 2023Borrowing interest expense\$5,191A Â \$5,191A Â \$10,381A Â \$10,381A Â Amortization of debt issuance costs302A Â 302A Â 604A Â 601A Â Total\$5,493A Â \$5,493A Â \$10,985A Â \$10,982A Â Stated interest rate7.55A Â %7.55A Â %7.55A Â %The summary information of 2029 Notes is as follows:For the Three Months EndedFor the Six Months EndedJune 30, 2024June 30, 2024June 30, 2024June 30, 2023Borrowing interest expense\$2,631A Â \$2,631A Â \$2,631A Â \$2,631A Â Accretion of original issue discount96A Â %7A Â %96A Â %A Net change in unrealized (appreciation) depreciation on effective interest rate swaps and hedged items(7)â€”A Â (7)â€”A Â Amortization of debt issuance costs158A Â %158A Â %A Total\$2,878A Â \$2,878A Â \$2,878A Â \$2,878A Â Stated interest rate6.15A Â %6.15A Â %X - ReferencesNo definition available. + Details Name: us-gaap_DebtDisclosureAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItem Type Balance Type: na Period Type: duration X - DefinitionTabular disclosure of long-debt instruments or arrangements, including identification, terms, features, collateral requirements and other information necessary to a fair presentation. These are debt arrangements that originally required repayment more than twelve months after issuance or greater than the normal operating cycle of the entity, if longer. + ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef-Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(2\)\) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1](http://fasb.org/us-gaap/role/ref/legacyRef-Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(2)) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1)Reference 2: <http://www.xbrl.org/2003/role/exampleRef-Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69B -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69B>Reference 3: <http://www.xbrl.org/2003/role/exampleRef-Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69E -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69E>Reference 4: [http://www.xbrl.org/2009/role/commonPracticeRef-Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.12-04\(a\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-3](http://www.xbrl.org/2009/role/commonPracticeRef-Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-04(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-3)Reference 5: [http://www.xbrl.org/2009/role/commonPracticeRef-Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -](http://www.xbrl.org/2009/role/commonPracticeRef-Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2)

gaap_SaleOfStockPricePerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItem Type Balance Type: na Period Type: instant X - DefinitionLine items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table. + ReferencesNo definition available. + Details Name: us-gaap_SaleOfStockPricePerShare Namespace Prefix: us-gaap_ Data Type: xbrli:stringItem Type Balance Type: na Period Type: duration X - Details Name: us-gaap_SubsidiarySaleOfStockAxis=us-gaap_IPOMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 42 R29.htm IDEA: XBRL DOCUMENT v3.24.2.u1 SIGNIFICANT ACCOUNTING POLICIES - Narrative (Details) \$ in Thousands 3 Months Ended 6 Months Ended Jun. 30, 2024 USD (\$) investment Jun. 30, 2023 USD (\$) investment Jun. 30, 2023 USD (\$) Dec. 31, 2023 USD (\$) Accounting Policies [Abstract] Á Á Á Á Number of nonaccrual investments owned | investment 2 Á 2 Á Amortized cost \$ 12,373 Á \$ 12,373 Á \$ 19,353 Excise tax expense \$ 500 \$ 0 \$ 936 \$ 0 Á X - DefinitionInvestment Owned, Nonaccrual, Amortized Cost + ReferencesNo definition available. + Details Name: msdlf_InvestmentOwnedNonaccrualAmortizedCost Namespace Prefix: msdlf_ Data Type: xbrli:monetaryItem Type Balance Type: debit Period Type: instant X - DefinitionInvestment Owned, Nonaccrual, Number Of Investments + ReferencesNo definition available. + Details Name: msdlf_InvestmentOwnedNonaccrualNumberOfInvestments Namespace Prefix: msdlf_ Data Type: xbrli:integerItem Type Balance Type: na Period Type: instant X - ReferencesNo definition available. + Details Name: us-gaap_AccountingPoliciesAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItem Type Balance Type: na Period Type: duration X - DefinitionAmount of tax expense (benefit) on investment income classified as operating. Excludes realized and unrealized gain (loss) on investment. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(5)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (g) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479105/946-220-45-3>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479105/946-220-45-4>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147478297/946-220-50-1> + Details Name: us-gaap_InvestmentIncomeOperatingTaxExpenseBenefit Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItem Type Balance Type: debit Period Type: duration XML 43 R30.htm IDEA: XBRL DOCUMENT v3.24.2.u1 SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS (Details) - USD (\$) \$ in Thousands 3 Months Ended 6 Months Ended Jan. 26, 2024 Jan. 24, 2024 Nov. 25, 2019 Jun. 30, 2024 Mar. 31, 2024 Jun. 30, 2023 Jun. 30, 2024 Jun. 30, 2023 Dec. 31, 2023 Dec. 31, 2019 Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Management fees, net of waiver Á Á Á \$ 6,479 Á \$ 1,862 Á 11,612 Á 3,688 Á Á Management fees payable Á Á Á 6,479 Á 6,479 Á \$ 2,012 Á Income based incentive fees, net of waivers Á Á Á 9,903 Á Á 20,028 Á Á Á Income based incentive fees Á Á Á 11,554 Á 10,138 22,890 19,519 Á Á Reversal of capital gains incentive fees Á Á Á 0 Á 0 Á 0 Á Income based incentive fees payable Á Á Á 9,903 Á Á 11,766 Á Capital call proceeds received in advance Á Á Á 0 Á 0 Á 0 Á Administrative service fees Á Á Á 17 Á \$ 60 42 Á 114 Á Payable to affiliates Á Á Á 1,508 Á Á \$ 1,508 Á 2,870 Á MS Credit Partners Holdings | Morgan Stanley Direct Lending Fund Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Ownership percentage Á Á Á Á 11.70% Á 10.90% Á Á MS Credit Partners Holdings Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Unfunded commitments Á Á Á Á Á Á Á \$ 200,000 Related Party Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Base management fee rate Á Á Á Á 1.00% Á Á Á Threshold minimum rate for waived portion Á Á Á Á Á Á 0.25% Á Á Related party fees \$ 1,241 Á Á Á Á Á Á Related Party | Investment Advisory Agreement Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Initial term Á Á Á 2 years Á Á Á Á Á Á Related Party | Quarterly hurdle rate Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á 1.50% Á Á Á Related Party | Annualized hurdle rate Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á 6.00% Á Á Á Related Party | Incentive Fee Rate Pre Incentive Fee Net Investment Income Below Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á 100.00% Á Á Á Related Party | Incentive Fee Rate Quarterly Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á 1.8182% Á Á Á Related Party | Incentive Fee Rate Annualized Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á 7.2728% Á Á Á Related Party | Incentive Fee Rate Pre Incentive Fee Net Investment Income Exceeds Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á 17.50% Á Á Á Related Party | Incentive Fee Rate Realized Capital Gains Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 17.50% Á Á Á Related Party | Incentive Fee Rate Realized Capital Gains, Waiver Period Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 15.00% Á Á Á Related Party | Administration Agreement Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Initial term Á Á Á Á Á Á 2 years Á Á Á Payable to affiliates Á Á Á \$ 128 Á Á \$ 178 Á Related Party | Amended and Restated Investment Advisory Agreement Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Cumulative lookback provision term Á 3 years Á Á Á Á Á Á Threshold minimum rate for waived portion Á 0.75% Á Á Á Á Á Á Á Related Party | Pre-Incentive Fee Rate Quarterly Hurdle Rate Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á 1.50% Á Á Á Related Party | Pre-Incentive Fee Net Investment Income Below Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 100.00% Á Á Á Related Party | Pre-Incentive Fee Rate Quarterly Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 1.8182% Á Á Á Related Party | Pre-Incentive Fee Rate Annualized Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 7.2728% Á Á Á Related Party | Pre-Incentive Fee Net Investment Income Exceeds Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 17.50% Á Á Á Related Party | Pre-Incentive Fee Net Investment Income Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 17.50% Á Á Á Related Party | Pre-Incentive Fee Net Investment Income Incentive Fee Cap Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 17.50% Á Á Á Related Party | Waiver Period, Pre-Incentive Fee Net Investment Income Exceeds Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 15.00% Á Á Á Related Party | Waiver Period, Pre-Incentive Fee Rate Quarterly Catch Up Threshold Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Incentive rate Á Á Á Á Á Á 1.7647% Á Á Á Related Party | 2027 Notes Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Related party fees Á Á Á Á Á Á \$ 213 Á Á Á Related Party | 2025 Notes Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Related party fees Á Á Á Á Á Á 138 Á Á Á Related Party | 2029 Notes Á Á Á Á Á Á Á Á Related Party Transaction [Line Items] Á Á Á Á Á Á Á Á Related party fees Á Á Á Á Á Á Á Á Á X - DefinitionCapital Gains Incentive Fee Expense (Reversal) + ReferencesNo definition available. + Details Name: msdlf_CapitalGainsIncentiveFeeExpenseReversal Namespace Prefix: msdlf_ Data Type: xbrli:monetaryItem Type Balance Type: debit Period Type: duration X - DefinitionIncentive Fee Payable, Capital Gains + ReferencesNo definition available. + Details Name: msdlf_IncentiveFeePayableCapitalGains Namespace Prefix: msdlf_ Data Type: xbrli:monetaryItem Type Balance Type: credit Period Type: instant X - DefinitionIncentive Fee Payable, Income + ReferencesNo definition available. + Details Name: msdlf_IncentiveFeePayableIncome Namespace Prefix: msdlf_ Data Type: xbrli:monetaryItem Type Balance Type: credit Period Type: instant X - DefinitionIncome Based Incentive Fee Expense + ReferencesNo definition available. + Details Name: msdlf_IncomeBasedIncentiveFeeExpense Namespace Prefix: msdlf_ Data Type: xbrli:monetaryItem Type Balance Type: debit Period Type: duration X - DefinitionIncome Based Incentive Fee Expense, Net Of Waivers + ReferencesNo definition available. + Details Name: msdlf_IncomeBasedIncentiveFeeExpenseNetOfWaivers Namespace Prefix: msdlf_ Data Type: xbrli:monetaryItem Type Balance Type: debit Period Type: duration X - DefinitionInvestment Company, Management Fee Expense, After Reduction Of Fee Waiver And Reimbursement + ReferencesNo definition available. + Details Name: msdlf_InvestmentCompanyManagementFeeExpenseAfterReductionOfFeeWaiverAndReimbursement Namespace Prefix: msdlf_ Data Type: xbrli:monetaryItem Type Balance Type: debit Period Type: duration X - DefinitionManagement and Service Fees, Base Rate, Waived Rate Minimum Threshold + ReferencesNo definition available. + Details Name: msdlf_ManagementAndServiceFeesBaseRateWaivedRateMinimumThreshold Namespace Prefix: msdlf_ Data Type: dtr-types:1-percentItem Type Balance Type: na Period Type: duration X - DefinitionRelated Party Transactions, Agreement, Cumulative Lookback Provision Term + ReferencesNo definition available. + Details Name: msdlf_RelatedPartyTransactionsAgreementCumulativeLookbackProvisionTerm Namespace Prefix: msdlf_ Data Type: xbrli:durationItem Type Balance Type: na Period Type: duration X - DefinitionRelated Party Transactions, Agreement, Initial Term + ReferencesNo definition available. + Details Name: msdlf_RelatedPartyTransactionsAgreementInitialTerm Namespace Prefix: msdlf_ Data Type: xbrli:durationItem Type Balance Type: na Period Type: duration X - DefinitionAmount of obligations incurred and payable classified as other. + ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef> -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(15)(5)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147478546/942-210-S99-1> + Details Name: us-gaap_AccountsPayableOtherCurrentAndNoncurrent Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItem Type Balance Type: credit Period Type: instant X - DefinitionAmount of expense for administrative fee from service provided, including, but not limited to, salary, rent, or overhead cost. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (b) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479105/946-220-45-3>Reference 2: <http://www.xbrl.org/2009/role/commonPracticeRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(b)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 3: <http://fasb.org/us-gaap/role/ref/legacyRef> -Name Accounting Standards Codification -Topic 850 -SubTopic 10 -Section 50 -Paragraph 1 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483326/850-10-50-1> + Details Name: us-gaap_AdministrativeFeesExpense Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItem Type Balance Type: debit Period Type: duration X - DefinitionAmount of financial support committed by investment company to investee that is contractually required but not provided. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 16 -Subparagraph (a) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147480990/946-20-50-16> + Details Name: us-gaap_InvestmentCompanyFinancialCommitmentToInvesteeFutureAmount Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItem Type Balance Type: credit Period Type: instant X - DefinitionPercentage investment held by members or limited partners of limited liability company (LLC) or limited partnership (LP). + ReferencesReference 1: <http://fasb.org/us-gaap/role/ref/legacyRef> -Name Accounting Standards Codification -Topic 272 -SubTopic 10 -Section 50 -Paragraph 3 -Subparagraph (b) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147482987/272-10-50-3> + Details Name: us-gaap_LimitedLiabilityCompanyLLCOrLimitedPartnershipLPMembersOrLimitedPartnersOwnershipInterest Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItem Type Balance Type: na Period Type: duration X - DefinitionBase rate for management and service fees under arrangement to manage operations, including, but not limited to, investment. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(c)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1> + Details Name: us-gaap_ManagementAndServiceFeesIncentiveRate Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItem Type Balance Type: na Period Type: duration X - DefinitionAmount of fee payable for management of fund or trust. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(12)(a)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479170/946-210-S99-1> + Details Name: us-gaap_ManagementFeePayable Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItem Type Balance Type: credit Period Type: instant X - DefinitionAmount of transactions with related party during the financial reporting period. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 850 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (c) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483326/850-10-50-1>Reference 2: <http://fasb.org/us-gaap/role/ref/legacyRef> -Name Accounting Standards Codification -Topic 850 -SubTopic 10 -Section 50 -Paragraph 3 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147483326/850-10-50-3> + Details Name: us-gaap_RelatedPartyTransactionAmountsOffTransaction Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItem Type Balance Type: debit Period Type: duration X - DefinitionLine items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table. + ReferencesReference 1: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 13 -Publisher FASB -URI <https://asc.fasb.org/1943274/2147481990/310-10-45-13>Reference 2: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(c)(2)(ii)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(c)(2)(ii)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1>Reference 4: <http://www.xbrl.org/2003/role/disclosureRef> -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(g)(3)) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147479134/946-220-S99-1> + Details Name: us-gaap_RelatedPartyTransactionLineItems Namespace Prefix: us-gaap_ Data Type: xbrli:stringItem Type Balance Type: na Period Type: duration X - Details Name: dei_LegalEntityAxis=msdlf_MSCreditPartnersHoldingsMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: srt_OwnershipAxis=msdlf_MorganStanleyDirectLendingFundMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionsByRelatedPartyAxis=msdlf_MSCreditPartnersHoldingsMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionsByRelatedPartyAxis=us-gaap_RelatedPartyMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_InvestmentAdvisoryAgreementMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_IncentiveFeeRateQuarterlyHurdleRateMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_IncentiveFeeRateAnnualizedHurdleRateMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_IncentiveFeeRatePreIncentiveFeeNetInvestmentIncomeBelowCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_IncentiveFeeRateQuarterlyCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_IncentiveFeeRateAnnualizedCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_IncentiveFeeRatePreIncentiveFeeNetInvestmentIncomeExceedsCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_IncentiveFeeRateRealizedCapitalGainsMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_WaiverPeriodIncentiveFeeRateRealizedCapitalGainsMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_AmendedAndRestatedInvestmentAdvisoryAgreementMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_PreIncentiveFeeRateQuarterlyHurdleRateMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_PreIncentiveFeeNetInvestmentIncomeBelowCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details

us-gaap_RelatedPartyTransactionAxis=msdlf_PrelncentiveFeeNetInvestmentIncomeExceedsCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_PrelncentiveFeeNetInvestmentIncomeExceedsCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_PrelncentiveFeeNetInvestmentIncomeExceedsCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_PrelncentiveFeeNetInvestmentIncomeExceedsCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_WaiverPeriodPrelncentiveFeeNetInvestmentIncomeExceedsCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_RelatedPartyTransactionAxis=msdlf_WaiverPeriodPrelncentiveFeeNetInvestmentIncomeExceedsCatchUpThresholdMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_DebtInstrumentAxis=msdlf_A2027NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_DebtInstrumentAxis=msdlf_A2025NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap_DebtInstrumentAxis=msdlf_A2029NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 44 R31.htm IDEA: XBRL DOCUMENT v3.24.2.u1 INVESTMENTS - Composition of Investments at Fair Value (Details) - USD (\$)

in Thousands 3 Months Ended 6 Months Ended Mar. 31, 2024 Jun. 30, 2024 Dec. 31, 2023 Schedule of Investments [Line Items] A A Cost \$ 3,542,035 \$ 3,226,776 Fair Value \$ 3,514,286 \$ 3,193,561 Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 100.00% 100.00% Australia A A Schedule of Investments [Line Items] A A Cost \$ 16,970 16,985 Fair Value \$ 17,219 17,048 Australia | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.50% 0.50% Canada A A Schedule of Investments [Line Items] A A Cost \$ 150,077 98,674 Fair Value \$ 151,102 98,387 Canada | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 3.10% 4.30% United Kingdom A A Schedule of Investments [Line Items] A A Cost \$ 11,713 12,398 Fair Value \$ 11,311 12,629 United Kingdom | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.40% 0.30% United States A A Schedule of Investments [Line Items] A A Cost \$ 3,363,275 3,098,719 Fair Value \$ 3,334,654 3,065,497 United States | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 96.00% 94.90% Aerospace & Defense | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 2.20% 2.30% Air Freight & Logistics | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 1.10% 0.50% Automobile Components | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 3.50% 3.20% Automobiles | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 4.70% 3.10% Biotechnology | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.50% 0.80% Building Products | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.00% 0.40% Chemicals | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.60% 0.60% Commercial Services & Supplies | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 9.60% 9.20% Construction & Engineering | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 1.50% 1.70% Consumer Staples Distribution & Retail | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.00% 0.60% Containers & Packaging | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 1.40% 1.30% Distributors | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 2.90% 2.60% Diversified Consumer Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 2.50% 4.70% Electronic Equipment, Instruments & Components | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 2.10% 1.90% Energy Equipment & Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.50% 0.40% Financial Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 1.90% 2.20% Food Products | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 2.30% 2.20% Ground Transportation | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.00% 0.60% Health Care Equipment & Supplies | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.70% 0.60% Health Care Providers & Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 4.60% 4.30% Health Care Technology | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 1.90% 1.70% Industrial Conglomerates | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 1.30% 1.30% Insurance Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 14.90% 14.30% Interactive Media & Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 3.20% 2.90% IT Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 8.70% 9.00% Leisure Products | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.70% 0.50% Life Sciences Tools & Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.00% 0.40% Machinery | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 2.10% 2.10% Multi-Utilities | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.70% 0.80% Pharmaceuticals | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.40% 0.30% Professional Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 3.80% 3.70% Real Estate Management & Development | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 5.30% 3.90% Software | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 14.20% 15.70% Wireless Telecommunication Services | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.20% 0.20% First Lien Debt A A Schedule of Investments [Line Items] A A Cost \$ 3,356,586 3,027,413 Fair Value \$ 3,345,743 3,004,544 First Lien Debt | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 94.10% 95.30% First Lien Debt | Aerospace & Defense A A Schedule of Investments [Line Items] A A Cost \$ 69,354 Fair Value \$ 69,364 First Lien Debt | Air Freight & Logistics A A Schedule of Investments [Line Items] A A Cost \$ 30,213 Fair Value \$ 29,744 First Lien Debt | Automobile Components A A Schedule of Investments [Line Items] A A Cost \$ 86,754 Fair Value \$ 86,173 First Lien Debt | Automobiles A A Schedule of Investments [Line Items] A A Cost \$ 151,741 Fair Value \$ 150,980 First Lien Debt | Biotechnology A A Schedule of Investments [Line Items] A A Cost \$ 15,580 Fair Value \$ 15,619 First Lien Debt | Chemicals A A Schedule of Investments [Line Items] A A Cost \$ 20,940 Fair Value \$ 20,481 First Lien Debt | Commercial Services & Supplies A A Schedule of Investments [Line Items] A A Cost \$ 306,475 Fair Value \$ 304,534 First Lien Debt | Construction & Engineering A A Schedule of Investments [Line Items] A A Cost \$ 47,178 Fair Value \$ 46,877 First Lien Debt | Containers & Packaging A A Schedule of Investments [Line Items] A A Cost \$ 43,466 Fair Value \$ 43,688 First Lien Debt | Distributors A A Schedule of Investments [Line Items] A A Cost \$ 98,033 Fair Value \$ 93,930 First Lien Debt | Diversified Consumer Services A A Schedule of Investments [Line Items] A A Cost \$ 81,164 Fair Value \$ 80,159 First Lien Debt | Electronic Equipment, Instruments & Components A A Schedule of Investments [Line Items] A A Cost \$ 45,611 Fair Value \$ 44,711 First Lien Debt | Financial Services A A Schedule of Investments [Line Items] A A Cost \$ 59,701 Fair Value \$ 59,992 First Lien Debt | Food Products A A Schedule of Investments [Line Items] A A Cost \$ 73,733 Fair Value \$ 72,784 First Lien Debt | Health Care Equipment & Supplies A A Schedule of Investments [Line Items] A A Cost \$ 22,434 Fair Value \$ 22,614 First Lien Debt | Health Care Providers & Services A A Schedule of Investments [Line Items] A A Cost \$ 139,406 Fair Value \$ 138,138 First Lien Debt | Health Care Technology A A Schedule of Investments [Line Items] A A Cost \$ 61,205 Fair Value \$ 61,443 First Lien Debt | Industrial Conglomerates A A Schedule of Investments [Line Items] A A Cost \$ 33,707 Fair Value \$ 34,595 First Lien Debt | Insurance Services A A Schedule of Investments [Line Items] A A Cost \$ 472,289 Fair Value \$ 471,507 First Lien Debt | Interactive Media & Services A A Schedule of Investments [Line Items] A A Cost \$ 104,479 Fair Value \$ 100,782 First Lien Debt | IT Services A A Schedule of Investments [Line Items] A A Cost \$ 230,636 Fair Value \$ 224,725 First Lien Debt | Leisure Products A A Schedule of Investments [Line Items] A A Cost \$ 21,552 Fair Value \$ 21,453 First Lien Debt | Machinery A A Schedule of Investments [Line Items] A A Cost \$ 68,230 Fair Value \$ 66,966 First Lien Debt | Multi-Utilities A A Schedule of Investments [Line Items] A A Cost \$ 20,654 Fair Value \$ 20,828 First Lien Debt | Pharmaceuticals A A Schedule of Investments [Line Items] A A Cost \$ 12,398 Fair Value \$ 12,629 First Lien Debt | Professional Services A A Schedule of Investments [Line Items] A A Cost \$ 116,655 Fair Value \$ 118,043 First Lien Debt | Real Estate Management & Development A A Schedule of Investments [Line Items] A A Cost \$ 168,456 Fair Value \$ 168,090 First Lien Debt | Software A A Schedule of Investments [Line Items] A A Cost \$ 419,529 Fair Value \$ 417,855 First Lien Debt | Wireless Telecommunication Services A A Schedule of Investments [Line Items] A A Cost \$ 5,840 Fair Value \$ 5,840 Second Lien Debt A A Schedule of Investments [Line Items] A A Cost \$ 122,416 146,014 Fair Value \$ 103,144 132,415 Second Lien Debt | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 4.10% 2.90% Second Lien Debt | Health Care Providers & Services A A Schedule of Investments [Line Items] A A Cost \$ 5,419 Fair Value \$ 5,387 Second Lien Debt | IT Services A A Schedule of Investments [Line Items] A A Cost \$ 40,092 Fair Value \$ 36,979 Second Lien Debt | Software A A Schedule of Investments [Line Items] A A Cost \$ 23,808 Fair Value \$ 19,233 Other Debt Investments A A Schedule of Investments [Line Items] A A Cost \$ 9,298 3,410 Fair Value \$ 8,467 2,064 Other Debt Investments | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line Items] A A % of Total Investments at Fair Value 0.10% 0.20% Equity A A Schedule of Investments [Line Items] A A Cost \$ 53,735 49,939 Fair Value \$ 56,932 \$ 54,538 Equity | Investment Owned at Fair Value | Investment Type Concentration Risk A A Schedule of Investments [Line

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[asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 24:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.12-12B\(Column A\)\(Footnote 7\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 25:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.12-12B\(Column C\)\(Footnote 9\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 26:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column F\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 27:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column A\)\(Footnote 1\)](#) (b)(2)) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 28:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column A\)\(Footnote 1\(b\)\(5\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 29:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column F\)\(Footnote 4\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 30:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph \(SX 210.12-14\(Column F\)\(Footnote 7\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147477271/946-320-S99-6 + Details Name: us-gaap InvestmentOwnedAtFairValue Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - Details Name: us-gaap FairValueByFairValueHierarchyLevelAxis=us-gaap FairValueInputsLevel1Member Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FairValueByFairValueHierarchyLevelAxis=us-gaap FairValueInputsLevel2Member Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FairValueByFairValueHierarchyLevelAxis=us-gaap FairValueInputsLevel3Member Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FairValueByFairValueHierarchyLevelAxis=us-gaap FairValueMeasuredAtNetAssetValuePerShareMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FinancialInstrumentAxis=msdlf DebtSecuritiesFirstLienMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FinancialInstrumentAxis=msdlf DebtSecuritiesSecondLienMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FinancialInstrumentAxis=msdlf OtherDebtInvestmentsMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FinancialInstrumentAxis=msdlf EquityInvestmentsMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 46 R33.htm IDEA: XBRL DOCUMENT v3.24.2.u1 FAIR VALUE MEASUREMENTS - Level III Rollforward \(Details\) - USD \(\\$\) \\$ in Thousands 3 Months Ended 6 Months Ended Jun. 30, 2024 Jun. 30, 2023 Jun. 30, 2024 Jun. 30, 2023 Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Fair value, beginning of period \\$ 3,219,673 \\$ 2,866,154 \\$ 3,117,354 \\$ 2,828,035 Purchases of investments 499,618 82,785 669,935 221,264 Proceeds from principal repayments and sales of investments \(288,949\) \(37,683\) \(362,741\) \(126,765\) Accretion of discount/amortization of premium 4,497 2,587 7,176 5,089 Payment-in-kind 3,233 1,057 6,460 2,060 Transfers into\(out\) of Level 3 \(5,174\) 0 \(1,589\) \(16,189\) Fair value, end of period 3,436,310 2,924,839 3,436,310 2,924,839 Net change in unrealized appreciation \(depreciation\) from investments still held 2,113 101 3,155 10,831 Net change in unrealized appreciation \(depreciation\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings \\$ 3,412 \\$ 9,939 \\$ 4,465 \\$ 11,223 Fair Value, Asset, Recurring Basis, Still Held, Unrealized Gain \(Loss\), Statement of Income or Comprehensive Income \[Extensible Enumeration\] Net change in unrealized appreciation \(depreciation\) on non-controlled/non-affiliated investments Net change in unrealized appreciation \(depreciation\) on non-controlled/non-affiliated investments Net change in unrealized appreciation \(depreciation\) on non-controlled/non-affiliated investments Net change in unrealized appreciation \(depreciation\) on non-controlled/non-affiliated investments Net change in unrealized appreciation \(depreciation\) on non-controlled/non-affiliated investments Net change in unrealized appreciation \(depreciation\) on non-controlled/non-affiliated investments Net change in unrealized appreciation \(depreciation\) on non-controlled/non-affiliated investments Net change in unrealized appreciation \(depreciation\) on non-controlled/non-affiliated investments Net realized gains \(losses\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings \\$ 0 \\$ 0 \\$ \(4,750\) \\$ 122 Fair Value, Asset, Recurring Basis, Unobservable Input Reconciliation, Gain \(Loss\), Statement of Income or Comprehensive Income \[Extensible Enumeration\] Á Net realized gain \(loss\) on non-controlled/non-affiliated investments Net realized gain \(loss\) on non-controlled/non-affiliated investments Net realized gain \(loss\) on non-controlled/non-affiliated investments First Lien Debt Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Fair value, beginning of period 3,093,759 \\$ 2,713,691 \\$ 2,979,870 \\$ 2,668,749 Purchases of investments 493,351 82,682 660,813 212,587 Proceeds from principal repayments and sales of investments \(274,169\) \(37,683\) \(337,511\) \(126,765\) Accretion of discount/amortization of premium 4,238 2,516 6,744 4,949 Payment-in-kind 2,207 425 4,700 806 Transfers into\(out\) of Level 3 \(5,174\) 0 \(1,589\) 0 Fair value, end of period 3,319,052 2,772,653 3,319,052 2,772,653 Net change in unrealized appreciation \(depreciation\) from investments still held 3,387 11,184 9,438 11,813 First Lien Debt | Net change in unrealized appreciation \(depreciation\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings 4,840 11,022 10,775 12,205 First Lien Debt | Net realized gains \(losses\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings 0 \(4,750\) 122 Second Lien Debt Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Fair value, beginning of period 82,186 115,410 96,848 122,891 Purchases of investments 0 86 836 8,586 Proceeds from principal repayments and sales of investments \(14,780\) 0 \(25,230\) 0 Accretion of discount/amortization of premium 255 69 426 136 Payment-in-kind 230 126 365 260 Transfers into\(out\) of Level 3 0 0 0 \(16,189\) Fair value, end of period 67,286 113,084 67,286 113,084 Net change in unrealized appreciation \(depreciation\) from investments still held \(414\) \(2,607\) \(5,932\) \(2,600\) Second Lien Debt | Net change in unrealized appreciation \(depreciation\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings \(605\) \(2,607\) \(5,959\) \(2,600\) Second Lien Debt | Net realized gains \(losses\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings 0 0 0 0 Other Debt Investments Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Fair value, beginning of period 2,163 2,064 4 Purchases of investments 5,770 5,770 4 Proceeds from principal repayments and sales of investments 0 0 0 0 Accretion of discount/amortization of premium 4 6 4 Payment-in-kind 95 114 4 Transfers into\(out\) of Level 3 0 0 0 0 Fair value, end of period 8,467 8,467 Á Net change in unrealized appreciation \(depreciation\) from investments still held 435 513 4 Other Debt Investments | Net change in unrealized appreciation \(depreciation\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings 435 513 4 Other Debt Investments | Net realized gains \(losses\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings 0 0 0 0 Equity Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Fair value, beginning of period 41,565 38,572 4 Purchases of investments 497 2,516 4 Proceeds from principal repayments and sales of investments 0 0 0 0 Accretion of discount/amortization of premium 0 0 0 0 Payment-in-kind 701 1,281 4 Transfers into\(out\) of Level 3 0 0 0 0 Fair value, end of period 41,505 41,505 Á Net change in unrealized appreciation \(depreciation\) from investments still held \(1,295\) \(864\) 4 Equity | Net change in unrealized appreciation \(depreciation\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings \(1,258\) \(864\) 4 Equity | Net realized gains \(losses\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings 0 0 0 0 Other Securities Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Fair value, beginning of period 37,053 36,395 4 Purchases of investments 17 91 4 Proceeds from principal repayments and sales of investments 0 0 0 0 Accretion of discount/amortization of premium 2 4 4 Payment-in-kind 506 994 4 Transfers into\(out\) of Level 3 0 0 0 0 Fair value, end of period 39,102 39,102 Á Net change in unrealized appreciation \(depreciation\) from investments still held 1,524 1,618 4 Other Securities | Net change in unrealized appreciation \(depreciation\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings 1,524 1,618 4 Other Securities | Net realized gains \(losses\) Á Á Á Fair Value, Assets Measured on Recurring Basis, Unobservable Input Reconciliation, Calculation \[Roll Forward\] Á Á Á Total gains or losses included in earnings \\$ 0 \\$ 0 \\$ 0 \\$ 0 X - DefinitionFair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Accretion \(Amortization\) of Discounts and Premiums, Investments + ReferencesNo definition available. + Details Name: msdlf.FairValueMeasurementWithUnobservableInputsReconciliationRecurringBasisAssetAccretionAmortizationOfDiscountsAndPremiumsInvestments Namespace Prefix: msdlf Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionFair Value, Measurement with Unobservable Inputs Reconciliation, Recurring Basis, Asset, Payment-in-Kind + ReferencesNo definition available. + Details Name: msdlf.FairValueMeasurementWithUnobservableInputsReconciliationRecurringBasisAssetPaymentInKind Namespace Prefix: msdlf Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionIndicates line item in statement of income or comprehensive income that includes unrealized gain \(loss\) from asset measured at fair value using unobservable input \(level 3\) and still held. + ReferencesReference 1:](#)

Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2 + Details Name: us-gaap_FairValueRecurringBasisUnobservableInputReconciliationAssetGainLossStatementOfIncomeExtensibleList Namespace Prefix: us-gaap_Data Type: enum2:enumerationSetItemType Balance Type: na Period Type: duration X -Details Name: us-gaap_IncomeStatementLocationAxis=msdlf_DebtAndEquitySecuritiesUnrealizedGainLossMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_IncomeStatementLocationAxis=msdlf_DebtAndEquitySecuritiesRealizedGainLossMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FairValueByAssetClassAxis=msdlf_DebtSecuritiesFirstLienMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FairValueByAssetClassAxis=msdlf_DebtSecuritiesSecondLienMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FairValueByAssetClassAxis=msdlf_OtherDebtInvestmentsMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FairValueByAssetClassAxis=msdlf_EquityInvestmentsMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FairValueByAssetClassAxis=us-gaap_OtherAggregatedInvestmentsMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 47 R34.htm IDEA: XBRL DOCUMENT v3.24.2.u1 FAIR VALUE MEASUREMENTS - Unobservable Inputs (Details) \$ in Thousands Jun. 30, 2024 USD (\$) Dec. 31, 2023 USD (\$) Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 3,514,286 \$ 3,193,561 Level 3 Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value 3,436,310 3,117,354 Level 3 | First Lien Debt Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value 3,319,052 2,979,870 Level 3 | First Lien Debt | Yield Analysis | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 3,319,052 \$ 2,979,870 Level 3 | First Lien Debt | Yield Analysis | Low | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.0884 0.0861 Level 3 | First Lien Debt | Yield Analysis | High | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.2273 0.2509 Level 3 | First Lien Debt | Yield Analysis | Weighted Average(3) | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1118 0.1100 Level 3 | Second Lien Debt Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 67,286 \$ 96,848 Level 3 | Second Lien Debt | Yield Analysis | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 67,286 \$ 96,848 Level 3 | Second Lien Debt | Yield Analysis | Low | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1065 0.1080 Level 3 | Second Lien Debt | Yield Analysis | High | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1535 0.3113 Level 3 | Second Lien Debt | Yield Analysis | Weighted Average(3) | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1377 0.1437 Level 3 | Unsecured debt | Yield Analysis Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 1,930 Á Level 3 | Unsecured debt | Yield Analysis | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 7,778 Á Level 3 | Unsecured debt | Yield Analysis | Low | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.0990 Á Level 3 | Unsecured debt | Yield Analysis | High | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1660 Á Level 3 | Unsecured debt | Yield Analysis | Weighted Average(3) | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1156 Á Level 3 | Unsecured debt | Income Approach | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 1,894 Level 3 | Unsecured debt | Income Approach | Low | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1460 Level 3 | Unsecured debt | Income Approach | High | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1460 Level 3 | Unsecured debt | Income Approach | Weighted Average(3) | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1460 Level 3 | Unsecured debt | Market Approach | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 689 Á 170 Level 3 | Unsecured debt | Market Approach | Low | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 9 Level 3 | Unsecured debt | Market Approach | High | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 9 Level 3 | Unsecured debt | Market Approach | Weighted Average(3) | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 9 Level 3 | Preferred equity | Income Approach | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 20,321 \$ 18,758 Level 3 | Preferred equity | Income Approach | Low | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.0988 0.1219 Level 3 | Preferred equity | Income Approach | High | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1490 0.1568 Level 3 | Preferred equity | Income Approach | Weighted Average(3) | Discount Rate Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 0.1272 0.1347 Level 3 | Preferred equity | Market Approach | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 1,688 \$ 1,275 Level 3 | Preferred equity | Market Approach | Low | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 7.5 Level 3 | Preferred equity | Market Approach | High | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 7.5 Level 3 | Preferred equity | Market Approach | Weighted Average(3) | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 8.5 Level 3 | Common equity | Market Approach | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 16,060 \$ 16,600 Level 3 | Common equity | Market Approach | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Fair Value \$ 3,436 \$ 1,939 Level 3 | Common equity | Market Approach | Low | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 8.1 8.1 Level 3 | Common equity | Market Approach | Low | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 7.5 7.6 Level 3 | Common equity | Market Approach | High | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 18.7 18.7 Level 3 | Common equity | Market Approach | High | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 9.93 9.8 Level 3 | Common equity | Market Approach | Weighted Average(3) | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 13.1 13.26 Level 3 | Common equity | Market Approach | Weighted Average(3) | EBITDA Multiple Á Á Fair Value Measurement Inputs and Valuation Techniques [Line Items] Á Á Measurement input 8.11 8.47 X - DefinitionInvestment Owned, Fair Value, Measurement Input + ReferencesNo definition available. + Details Name: msdlf_InvestmentOwnedFairValueMeasurementInput Namespace Prefix: msdlf_Data Type: xbrli:decimalItemType Balance Type: na Period Type: instant X -DefinitionLine items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table. + ReferencesReference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 103 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482078/820-10-55-103Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2 + Details Name: us-gaap_FairValueAssetsAndLiabilitiesMeasuredOnRecurringAndNonrecurringBasisValuationTechniquesLineItems Namespace Prefix: us-gaap_Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X -DefinitionFair value of investment in security owned. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(11)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 55 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477439/946-210-55-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (c)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-2Reference 11: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 12: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-03(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479886/946-10-S99-3Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(2)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(2)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12(Column C)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12(Column A)(Footnote 1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12(Column C)(Footnote 5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.12-12(Column C)(Footnote 6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-1Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B(Column C)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B(Column C)(Footnote 2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B(Column A)(Footnote 6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B(Column A)(Footnote 7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-12B(Column C)(Footnote 9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-3Reference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column F)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column A)(Footnote 1))(b)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column A)(Footnote 1))(b)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column F)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column F)(Footnote 7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6 + Details Name: us-gaap_InvestmentOwnedAtFairValue Namespace Prefix: us-gaap_Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X -Details Name: us-gaap_FairValueByFairValueHierarchyLevelAxis=us-gaap_FairValueInputsLevel3Member Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FinancialInstrumentAxis=msdlf_DebtSecuritiesFirstLienMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_MeasurementInputTypeAxis=us-gaap_MeasurementInputDiscountRateMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: srt_RangeAxis=srt_MinimumMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: srt_RangeAxis=srt_MaximumMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: srt_RangeAxis=srt_WeightedAverageMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FinancialInstrumentAxis=msdlf_DebtSecuritiesSecondLienMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FinancialInstrumentAxis=msdlf_OtherSecurityInvestmentsUnsecuredDebtMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_ValuationTechniqueAxis=us-gaap_IncomeApproachValuationTechniqueMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_ValuationTechniqueAxis=us-gaap_MarketApproachValuationTechniqueMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_MeasurementInputTypeAxis=us-gaap_MeasurementInputEbitdaMultipleMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FinancialInstrumentAxis=msdlf_OtherSecurityInvestmentsPreferredEquityMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_MeasurementInputTypeAxis=us-gaap_MeasurementInputRevenueMultipleMember Namespace Prefix: Data Type: na Balance Type: Period Type: X -Details Name: us-gaap_FinancialInstrumentAxis=msdlf_OtherSecurityInvestmentsCommonEquityMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 48 R35.htm IDEA: XBRL DOCUMENT v3.24.2.u1 FAIR VALUE MEASUREMENTS - Carrying Value and Fair Value of Debt (Details) - USD (\$) \$ in Thousands Jun. 30, 2024 Dec. 31, 2023 2027 Notes | Senior Notes Á Á Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] Á Á Unamortized debt issuance costs \$ 2,940 \$ 3,499 Unamortized original issuance discount 560 667 2025 Notes | Senior Notes Á Á Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] Á Á Unamortized debt issuance costs 1,461 2,065 Unamortized original issuance discount 0 0 2029 Notes | Senior Notes Á Á Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] Á Á Unamortized

debt issuance costs 3,930 0 Unamortized original issuance discount 3,789 0 Carrying Value | Line of Credit | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 1,664,423 1,496,032 Carrying Value | BNP Funding Facility | Line of Credit | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 194,000 282,000 Carrying Value | Trust Credit Facility | Line of Credit | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 431,474 520,263 Carrying Value | 2025 Notes | Senior Notes | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 421,500 420,834 Carrying Value | 2025 Notes | Senior Notes | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 273,539 272,935 Carrying Value | 2029 Notes | Senior Notes | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 343,909 0 Fair Value | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 1,661,675 1,484,880 Fair Value | BNP Funding Facility | Line of Credit | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 194,000 282,000 Fair Value | Trust Credit Facility | Line of Credit | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 431,474 520,263 Fair Value | 2025 Notes | Senior Notes | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 409,573 407,617 Fair Value | 2025 Notes | Senior Notes | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt 275,000 275,000 Fair Value | 2029 Notes | Senior Notes | A | Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items] | A | A Long-term debt \$ 351,628 \$ 0 X - DefinitionAmount, after accumulated amortization, of debt discount (premium). + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef-Topic 835-SubTopic 30-Name Accounting Standards Codification-Section 45-Paragraph 1A-Publisher FASB-URI https://asc.fasb.org/1943274/2147482925/835-30-45-1A>Reference 2: <http://www.xbrl.org/2009/role/commonPracticeRef-Topic 835-SubTopic 30-Name Accounting Standards Codification-Section 45-Paragraph 2-Publisher FASB-URI https://asc.fasb.org/1943274/2147482925/835-30-45-2>Reference 3: <http://www.xbrl.org/2009/role/commonPracticeRef-Topic 835-SubTopic 30-Name Accounting Standards Codification-Section 50-Paragraph 1-Publisher FASB-URI https://asc.fasb.org/1943274/2147482900/835-30-50-1>Reference 4: [http://www.xbrl.org/2009/role/commonPracticeRef-Topic 470-SubTopic 20-Name Accounting Standards Codification-Section 50-Paragraph 1D-Subparagraph \(a\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147481139/470-20-50-1D](http://www.xbrl.org/2009/role/commonPracticeRef-Topic 470-SubTopic 20-Name Accounting Standards Codification-Section 50-Paragraph 1D-Subparagraph (a)-Publisher FASB-URI https://asc.fasb.org/1943274/2147481139/470-20-50-1D) + Details Name: us-gaap DebtInstrumentUnamortizedDiscountPremiumNet Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - DefinitionLine items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table. + ReferencesReference 1: <http://www.xbrl.org/2003/role/exampleRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 55-Paragraph 100-Publisher FASB-URI https://asc.fasb.org/1943274/2147482078/820-10-55-100>Reference 2: [http://www.xbrl.org/2003/role/disclosureRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph \(b\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2003/role/disclosureRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph (b)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 3: [http://www.xbrl.org/2003/role/disclosureRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph \(a\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2003/role/disclosureRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph (a)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 4: [http://www.xbrl.org/2003/role/disclosureRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 3-Subparagraph \(a\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-3](http://www.xbrl.org/2003/role/disclosureRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 3-Subparagraph (a)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-3) + Details Name: us-gaap FairValueAssetsAndLiabilitiesMeasuredOnRecurringAndNonrecurringBasisLineItems Namespace Prefix: us-gaap Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionThe fair value amount of long-term debt whether such amount is presented as a separate caption or as a parenthetical disclosure. Additionally, this element may be used in connection with the fair value disclosures required in the footnote disclosures to the financial statements. The element may be used in both the balance sheet and disclosure in the same submission. + ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph \(a\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph (a)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 2: [http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph \(a\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph (a)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 3: [http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph \(bbb\)\(2\)\(i\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph (bbb)(2)(i)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 4: [http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph \(bbb\)\(2\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph (bbb)(2)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2)Reference 5: [http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph \(bbb\)\(1\)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2](http://www.xbrl.org/2009/role/commonPracticeRef-Topic 820-SubTopic 10-Name Accounting Standards Codification-Section 50-Paragraph 2-Subparagraph (bbb)(1)-Publisher FASB-URI https://asc.fasb.org/1943274/2147482106/820-10-50-2) + Details Name: us-gaap LongTermDebtFairValue Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionThe remaining balance of debt issuance expenses that were capitalized and are being amortized against income over the lives of the respective bond issues. This does not include the amounts capitalized as part of the cost of the utility plant or asset. + ReferencesNo definition available. + Details Name: us-gaap UnamortizedDebtIssuanceExpense Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - Details Name: us-gaap DebtInstrumentAxis=msdlf A2027NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap LongTermDebtTypeAxis=us-gaap SeniorNotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf A2025NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf A2029NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FairValueByMeasurementBasisAxis=us-gaap CarryingReportedAmountFairValueDisclosureMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf BNPfundingFacilityMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap LongTermDebtTypeAxis=us-gaap LineOfCreditMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf TrustCreditFacilityMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FairValueByMeasurementBasisAxis=us-gaap EstimateOffFairValueFairValueDisclosureMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FairValueByMeasurementBasisAxis=us-gaap EstimateOffFairValueFairValueDisclosureMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: XML 49 R36.htm IDEA: XBRL DOCUMENT v3.24.2.1 DEBT - Schedule of Debt Obligations (Details) | A - in Thousands, \$ in Thousands, \$ in Thousands Jun. 30

[https://asc.fasb.org/1943274/2147481544/470-10-50-6Reference 2:](#) [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(22\)\(b\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147480566/210-10-S99-1 + Details Name:](#) us-gaap DebtInstrumentUnusedBorrowingCapacityAmount Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionThe total amount of the contingent obligation under letters of credit outstanding as of the reporting date. + ReferencesNo definition available. + Details Name: us-gaap LettersOfCreditOutstandingAmount Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionThe remaining balance of debt issuance expenses that were capitalized and are being amortized against income over the lives of the respective bond issues. This does not include the amounts capitalized as part of the cost of the utility plant or asset. + ReferencesNo definition available. + Details Name: us-gaap UnamortizedDebtIssuanceExpense Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: instant X - Details Name: us-gaap DebtInstrumentAxis=msdfl BNPFFundingFacilityMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap LongtermDebtTypeAxis=us-gaap LineOfCreditMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdfl TrustCreditFacilityMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdfl A2027NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap SeniorNotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdfl A2025NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdfl A2029NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 50 R37.htm IDEA: XBRL DOCUMENT v3.24.2.u1 DEBT - Summary Information of Debt Obligations (Details) - USD (\$) in Thousands 3 Months Ended 6 Months Ended Jun. 30, 2024 Jun. 30, 2023 Jun. 30, 2024 Jun. 30, 2023 Debt Disclosure [Abstract] Á Á Á Combined weighted average interest rate 6.57% 6.47% 6.63% 6.35% Combined weighted average effective interest rate 7.03% 6.83% 7.07% 6.70% Combined weighted average debt outstanding \$ 1,578,492 \$ 1,570,147 \$ 1,520,644 \$ 1,577,438 X - DefinitionLong-Term Debt, Weighted Average Interest Rate, Over Time, Excluding Unused Fees + ReferencesNo definition available. + Details Name: msdlf LongTermDebtWeightedAverageInterestRateOverTimeExcludingUnusedFees Namespace Prefix: msdlf Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - DefinitionLong-Term Debt, Weighted Average Interest Rate, Over Time, Excluding Unused Fees and Financing Costs + ReferencesNo definition available. + Details Name: msdlf LongTermDebtWeightedAverageInterestRateOverTimeExcludingUnusedFeesAndFinancingCosts Namespace Prefix: msdlf Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap DebtDisclosureAbstract Namespace Prefix: us-gaap Data Type: xbrli:stringItemBalance Type: na Period Type: duration X - DefinitionAverage amount outstanding of long-term debt. + ReferencesReference 1:
[http://www.xbrl.org/2003/role/disclosureRef -Name Regulation S-K \(SK\) -Number 229 -Section 1402 -Paragraph a -Publisher SECReference 2:](#) [http://www.xbrl.org/2003/role/disclosureRef -Name Regulation S-K \(SK\) -Number 229 -Section 1402 -Paragraph b -Subparagraph \(1\) -Publisher SECReference 3:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-07\(3\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name:](#) us-gaap LongTermDebtAverageAmountOutstanding Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration XML 51 R38.htm IDEA: XBRL DOCUMENT v3.24.2.u1 DEBT - Narrative (Details) Á, ~ in Thousands, \$ in Thousands, \$ in Thousands 3 Months Ended 6 Months Ended May 17, 2024 USD (\$) Jun. 30, 2024 USD (\$) Jun. 30, 2023 Jun. 30, 2024 USD (\$) Jun. 30, 2023 Jun. 30, 2024 EUR (Á,-) Jun. 30, 2024 CAD (\$ Dec. 31, 2023 USD (\$) Dec. 31, 2023 EUR (Á,-) Dec. 31, 2023 CAD (\$ Sep. 13, 2022 USD (\$) Feb. 11, 2022 USD (\$) Jul. 16, 2021 USD (\$) Debt Instrument [Line Items] Á Á Á Á Á Á Á Á Á Outstanding amount Á \$ 1,675,474 Á \$ 1,675,474 Á Á \$ 1,502,263 Á Á Á Available capacity Á 1,270,364 Á \$ 1,270,364 Á Á 917,484 Á Á Á Unused fee percentage Á Á 0.375% Á Á Á Á Aggregate principal amount Á 2,950,000 Á \$ 2,950,000 Á Á Á 2,420,000 Á Á Á Interest Rate Swap | Level 2 Á Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Derivative fair value Á \$ 1,636 Á \$ 1,636 Á Á Á Á Á Á Á BNP Funding Facility | Line of Credit Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Weighted average interest rate Á 8.18% 7.38% 8.18% 7.14% Á Á Á Á Maximum borrowing capacity Á \$ 600,000 Á \$ 600,000 Á Á Á Á Outstanding amount Á 194,000 Á \$ 194,000 Á Á 282,000 Á Á Á Available capacity Á 406,000 Á 406,000 Á Á 318,000 Á Á Á Aggregate principal amount Á \$ 600,000 Á \$ 600,000 Á Á 600,000 Á Á Á Á Á Á BNP Funding Facility | Base Rate | Line of Credit | Low | 1-month Period Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Interest rate Á Á 2.85% Á Á Á Á Á Á Á BNP Funding Facility | Base Rate | Line of Credit | High | 3-month Period Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Interest rate Á Á 3.35% Á Á Á Á Á Á Á Trust Credit Facility | Line of Credit Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Weighted average interest rate Á 7.35% 6.95% 7.34% 6.71% Á Á Á Á Maximum borrowing capacity Á \$ 1,950,000 Á \$ 1,950,000 Á Á Á Á \$ 1,300,000 Outstanding amount Á 431,474 Á 431,474 Á Á 520,263 Á Á Á Available capacity Á 864,364 Á 864,364 Á Á 599,484 Á Á Á Aggregate principal amount Á 1,300,000 Á \$ 1,300,000 Á Á, ~ 238 \$ 0 1,120,000 Á, ~ 238 \$ 300 Á Á Trust Credit Facility | Federal Resere Bank of New York State | Line of Credit Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Interest rate Á Á 0.50% Á Á Á Á Trust Credit Facility | Eurodollar | Line of Credit Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Interest rate Á Á 1.875% Á Á Á Á Á Á Trust Credit Facility | Secured Overnight Financing Rate (SOFR) | Line of Credit Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Interest rate Á Á 1.00% Á Á Á Á Á 2027 Notes | Senior Notes Á Á Á Á Á 0 Á Á Á Aggregate principal amount Á \$ 425,000 Á \$ 425,000 Á Á 425,000 Á \$ 425,000 Á Stated interest rate Á 4.50% 4.50% 4.50% 4.50% 4.50% 4.50% Á Á 4.50% Á Percentage of holders representing outstanding principal Á Á Á Á Á Á Á 85.87% Á 2025 Notes | Senior Notes Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Outstanding amount Á \$ 275,000 Á \$ 275,000 Á Á 275,000 Á Á Á Available capacity Á 0 Á 0 Á 0 Á 0 Á Aggregate principal amount Á \$ 275,000 Á \$ 275,000 Á Á 275,000 Á \$ 275,000 Á Stated interest rate Á 7.55% 7.55% 7.55% 7.55% 7.55% Á Á 7.55% Á Á 2029 Notes | Senior Notes Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Outstanding amount Á \$ 350,000 Á \$ 350,000 Á Á 0 Á Á Stated interest rate Á 6.15% 6.15% 0.00% 6.15% 0.00% 6.15% 6.15% Á Á Á 2029 Notes | Secured Overnight Financing Rate (SOFR) | Senior Notes Á Á Á Á Á Á Á Debt Instrument [Line Items] Á Á Á Á Á Á Á Interest rate 2.37% Á Á Á Á Á Á Á X - DefinitionDebt Instrument, Outstanding Principal, Percentage Of Holders + ReferencesNo definition available. + Details Name: msdlf DebtInstrumentOutstandingPrincipalPercentageOfHolders Namespace Prefix: msdlf Data Type: dtr-types:1-percentItemBalance Type: na Period Type: instant X - DefinitionPercentage points added to the reference rate to compute the variable rate on the debt instrument. + ReferencesNo definition available. + Details Name: us-gaap DebtInstrumentBasisSpreadOnVariableRate1 Namespace Prefix: us-gaap Data Type: dtr-types:percentItemBalance Type: na Period Type: duration X - DefinitionAmount, before unamortized (discount) premium and debt issuance costs, of long-term debt. Includes, but is not limited to, notes payable, bonds payable, commercial loans, mortgage loans, convertible debt, subordinated debt and other types of debt. + ReferencesReference 1: [http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(22\)\)](#) -SubTopic 10 -Topic 210 -Publisher FASB -URI [https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2:](#) [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.9-03\(16\)\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 3:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph \(b\)\(1\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147481139/470-20-50-4 + Details Name:](#) us-gaap DebtInstrumentCarryingAmount Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemBalance Type: credit Period Type: instant X - DefinitionFace (par) amount of debt instrument at time of issuance. + ReferencesReference 1:
[http://www.xbrl.org/2003/role/exampleRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 55 -Paragraph 8 -Publisher FASB -URI](#) [https://asc.fasb.org/1943274/2147482949/835-30-55-8Reference 2:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph \(a\)](#) -Publisher FASB -URI [https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 3:](#) [http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69B -Publisher FASB -URI](#) [https://asc.fasb.org/1943274/2147481568/470-20-55-69BReference 4:](#) [http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69C -Publisher FASB -URI](#) [https://asc.fasb.org/1943274/2147481568/470-20-55-69CReference 5:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI](#) [https://asc.fasb.org/1943274/2147482900/835-30-50-1Reference 6:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI](#)

[https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 2:](#) [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(bbb\)\(2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 3:](#) [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(bbb\)\(1\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 4:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(b\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 5:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 6:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 7:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(e\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 8:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(a\)\(1\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 9:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(a\)\(2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 10:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(a\)\(4\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 11:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\)\(1\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 12:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(b\)\(1\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 13:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(b\)\(2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 14:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(c\)\(2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 15:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(f\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 16:](#) [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph \(a\)\(3\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 17:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-04\(9\)\(e\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 18:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5C -Subparagraph \(SX 210.12-13\(C\)Column H\)\(Footnote 7\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 19:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-04\(9\)\(b\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 20:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.6-04\(9\)\(d\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 21:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5 -Subparagraph \(SX 210.12-13\(Column G\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 22:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5C -Subparagraph \(SX 210.12-13\(C\)Column H\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 23:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5 -Subparagraph \(SX 210.12-13\(Column G\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 24:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5A -Subparagraph \(SX 210.12-13\(A\)Column E\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 25:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5B -Subparagraph \(SX 210.12-13\(B\)Column E\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 26:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5B -Subparagraph \(SX 210.12-13\(B\)Column E\)\(Footnote 4\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 27:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph \(c\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483466/210-20-50-3Reference 28:](#) [http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483444/210-20-55-22Reference 29:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483444/210-20-55-10Reference 30:](#) [http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-10 + Details Name: us-gaap DerivativeLiabilities Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionMaximum borrowing capacity under the credit facility without consideration of any current restrictions on the amount that could be borrowed or the amounts currently outstanding under the facility. + ReferencesReference 1:](#) [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(2\)\(b\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2:](#) [http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.5-02\(19\)\(b\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1 + Details Name: us-gaap LineOfCreditFacilityMaximumBorrowingCapacity Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionThe fee, expressed as a percentage of the line of credit facility, for available but unused credit capacity under the credit facility. + ReferencesNo definition available. + Details Name: us-gaap LineOfCreditFacilityUnusedCapacityCommitmentFeePercentage Namespace Prefix: us-gaap Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - DefinitionWeighted average interest rate of long-term debt outstanding calculated over time. + ReferencesNo definition available. + Details Name: us-gaap LongTermDebtWeightedAverageInterestRateOverTime Namespace Prefix: us-gaap Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - Details Name: us-gaap DerivativeInstrumentRiskAxis=us-gaap InterestRateSwapMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap FairValueByFairValueHierarchyLevelAxis=us-gaap FairValueInputsLevel2Member Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf BNPFFundingFacilityMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap LongtermDebtTypeAxis=us-gaap LineOfCreditMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap VariableRateAxis=us-gaap BaseRateMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: srt RangeAxis=srt MinimumMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: msdlf InterestRatePeriodAxis=msdlf InterestRatePeriodOneMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: srt RangeAxis=srt MaximumMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: msdlf InterestRatePeriodAxis=msdlf InterestRatePeriodTwoMember Namespace Prefix: Data Type: na Balance Type:](#)

20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 26: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 27: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482900/835-30-50-1 + Details Name: us-gaap DebtInstrumentLineItems Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount of interest expense classified as operating and nonoperating. Includes, but is not limited to, cost of borrowing accounted for as interest expense. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 49 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-49Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-24Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 835 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483013/835-20-50-1 + Details Name: us-gaap InterestExpense Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAmount of the cost of borrowed funds accounted for as interest expense for debt. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-599-2Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69E -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69EReference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69F -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69FReference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-6 + Details Name: us-gaap InterestExpenseDebt Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionAverage amount borrowed under the credit facility during the period. + ReferencesNo definition available. + Details Name: us-gaap LineOfCreditFacilityAverageOutstandingAmount Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of the fee for available but unused credit capacity under the credit facility. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-6Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-599-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-599-1 + Details Name: us-gaap LineOfCreditFacilityCommitmentFeeAmount Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionWeighted average interest rate of long-term debt outstanding calculated over time. + ReferencesNo definition available. + Details Name: us-gaap LongTermDebtWeightedAverageInterestRateOverTime Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - Details Name: us-gaap DebtInstrumentAxis=msdlf BNPFundingFacilityMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf TruistCreditFacilityMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf A2027NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap LongtermDebtTypeAxis=us-gaap SeniorNotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf A2025NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap DebtInstrumentAxis=msdlf A2029NotesMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 53 R40.htm IDEA: XBRL DOCUMENT v3.24.2.u1 COMMITMENTS AND CONTINGENCIES (Details) - USD (\$) \$ in Thousands Jun. 30, 2024 Dec. 31, 2023 Delayed Draw and Revolving Senior Secured Loans Á Á Financial Support for Nonconsolidated Legal Entity [Line Items] Á Á Unfunded commitments \$ 511,230 \$ 294,950 X - DefinitionLine items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 15 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-15Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 16 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-16 + Details Name: us-gaap FinancialSupportForNonconsolidatedLegalEntityLineItems Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount of financial support committed by investment company to investee that is contractually required but not provided. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 16 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-16 + Details Name: us-gaap InvestmentCompanyFinancialCommitmentToInvesteeFutureAmount Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - Details Name: us-gaap FinancialSupportToNonconsolidatedLegalEntityAxis=msdlf DelayedDrawAndRevolvingSeniorSecuredLoansMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 54 R41.htm IDEA: XBRL DOCUMENT v3.24.2.u1 NET ASSETS - Narrative (Details) - USD (\$) \$ / shares in Units, \$ in Millions Jan. 26, 2024 Jan. 25, 2024 Company 10b5-1 Plan Á Á Subsidiary, Sale of Stock [Line Items] Á Á Share repurchase, authorized amount Á \$ 100.0 IPO Á Á Subsidiary, Sale of Stock [Line Items] Á Á Shares Issued (in shares) 5,000,000 Á Sale of stock (in dollars per share) \$ 20.67 Á Sale of stock, consideration received \$ 97.1 Á X - DefinitionAmount authorized for purchase of share under share repurchase plan. Includes, but is not limited to, repurchase of stock and unit of ownership. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 505 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481520/505-30-50-4 + Details Name: srt_StockRepurchaseProgramAuthorizedAmount1 Namespace Prefix: srt_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - DefinitionCash received on stock transaction after deduction of issuance costs. + ReferencesNo definition available. + Details Name: us-gaap SaleOfStockConsiderationReceivedOnTransaction Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionThe number of shares issued or sold by the subsidiary or equity method investee per stock transaction. + ReferencesNo definition available. + Details Name: us-gaap SaleOfStockNumberOfSharesIssuedInTransaction Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: duration X - DefinitionPer share amount received by subsidiary or equity investee for each share of common stock issued or sold in the stock transaction. + ReferencesNo definition available. + Details Name: us-gaap SaleOfStockPricePerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: instant X - DefinitionLine items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table. + ReferencesNo definition available. + Details Name: us-gaap SubsidiarySaleOfStockLineItems Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - Details Name: srt_ShareRepurchaseProgramAxis=msdlf Company10b51PlanMember Namespace Prefix: Data Type: na Balance Type: Period Type: X - Details Name: us-gaap SubsidiarySaleOfStockAxis=us-gaap IPOMember Namespace Prefix: Data Type: na Balance Type: Period Type: XML 55 R42.htm IDEA: XBRL DOCUMENT v3.24.2.u1 NET ASSETS - Schedule of Distributable Earnings (Details) - USD (\$) \$ in Thousands 3 Months Ended 6 Months Ended Jun. 30, 2024 Jun. 30, 2023 Jun. 30, 2023 Investment Company, Net Assets [Roll Forward] Á Á Á Total distributable earnings (loss), beginning of period Á \$ 8,459 Á Net investment income (loss) after taxes \$ 56,121 \$ 47,795 110,772 \$ 92,017 Net realized gain (loss) 108 0 (5,17) 122 Net unrealized appreciation (depreciation) 2,816 8,647 5,474 8,800 Dividends declared (44,704) \$ (40,735) (89,151) (76,112) Total distributable earnings (loss), end of period 30,037 Á 30,037 Á Retained Earnings Á Á Á Investment Company, Net Assets [Roll Forward] Á Á Á Total distributable earnings (loss), beginning of period Á \$ 8,459 (54,779) Net investment income (loss) after taxes Á \$ 110,772 198,061 Net realized gain (loss) Á (5,517) 118 Net unrealized appreciation (depreciation) Á \$ 5,474 32,835 Dividends declared Á (89,151) (169,291) Tax reclassification of stockholdersâ€™ equity Á \$ 0 \$ 1,515 Total distributable earnings (loss), end of period \$ 30,037 Á \$ 30,037 Á X - DefinitionAmount of realized gain (loss) on investment in debt and equity securities. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-599-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-599-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)(Footnote 6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column C)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name: us-gaap DebtAndEquitySecuritiesRealizedGainLoss Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of unrealized gain (loss) on investment in debt and equity securities. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-599-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-599-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column D)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 6 -Subparagraph (SX 210.12-14(Column D)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-6Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(c)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(7)(c)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1 + Details Name: us-gaap DebtAndEquitySecuritiesUnrealizedGainLoss Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of dividend distribution from ordinary income and capital gain. Excludes distribution for tax return of capital. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-4Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-8Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap InvestmentCompanyDividendDistribution Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: debit Period Type: duration X - DefinitionA roll forward is a reconciliation of a concept from the beginning of a period to the end of a period. + ReferencesNo definition available. + Details Name: us-gaap InvestmentCompanyNetAssetsRollForward Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionAmount of increase (decrease) from reclassification to paid-in capital of permanent difference for distribution to ownership interest holder by investment company. + ReferencesReference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -

Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3 + Details Name: us-gaap InvestmentCompanyTaxReclassificationIncreaseDecrease Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount, after expense and tax, of investment income classified as operating. Excludes realized and unrealized gain (loss) on investment. + ReferencesReference 1: http://www.xbrli.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-1Reference 2: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3Reference 3: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 4: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap InvestmentIncomeOperatingAfterExpenseAndTax Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionAmount of accumulated undistributed earnings (deficit). + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrli.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-1Reference 3: http://www.xbrli.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 4: http://www.xbrli.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (h)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 5: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-11Reference 6: http://www.xbrli.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(23)(a)(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 7: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1 + Details Name: us-gaap RetainedEarningsAccumulatedDeficit Namespace Prefix: us-gaap Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: instant X - Details Name: us-gaap StatementEquityComponentsAxis=us-gaap RetainedEarningsMember Namespace Prefix: Data Type: na:Balance Type: Period Type: XML 56 R43.htm IDEA: XBRL DOCUMENT v3.24.2.u1 NET ASSETS - Distributions Declared and Payable (Details) - / shares 6 Months Ended Jun. 28, 2024 Mar. 29, 2024 Jan. 25, 2024 Jan. 11, 2024 Jun. 27, 2023 Mar. 28, 2023 Jan. 25, 2023 Jun. 30, 2024 Jun. 30, 2023 Dividends Payable [Line Items] Á Á Á Á Á Á Á Á Per Share Amount (in dollars per share) 0.50 0.50 Á Á 0.57 0.50 Á Á 1.00 1.07 Shares (in shares) 553,638 512,519 Á Á 554,001 482,721 Á 1,066,157 1,036,722 Special distribution (in dollars per share) Á Á Á 0.20 Á Á Á DRIP Shares Issued (in shares) Á Á 615,660 Á Á 445,235 Á Á Supplemental distribution (in dollars per share) Á Á Á 0.07 Á Á Á Dividend Declared, Payable on October 25, 2024 Á Á Á Á Á Á Á Dividends Payable [Line Items] Á Á Á Á Á Á Á Special distribution (in dollars per share) Á Á Á 0.10 Á Á Á Dividend Declared, Payable On January 24, 2025 Á Á Á Á Á Á Á Dividends Payable [Line Items] Á Á Á Á Á Á Á Special distribution (in dollars per share) Á Á Á 0.10 Á Á Á Á X - DefinitionCommon Stock, Dividends, Per Share, Declared, Special Distribution + ReferencesNo definition available. + Details Name: msdlf CommonStockDividendsPerShareDeclaredSpecialDistribution Namespace Prefix: msdlf Data Type: dtr-types:perShareItemType Balance Type: na:Period Type: duration X - DefinitionCommon Stock, Dividends, Per Share, Declared, Supplemental Distribution + ReferencesNo definition available. + Details Name: msdlf CommonStockDividendsPerShareDeclaredSupplementalDistribution Namespace Prefix: msdlf Data Type: dtr-types:perShareItemType Balance Type: na:Period Type: duration X - DefinitionAggregate dividends declared during the period for each share of common stock outstanding. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1 + Details Name: us-gaap CommonStockDividendsPerShareDeclared Namespace Prefix: us-gaap Data Type: dtr-types:perShareItemType Balance Type: na:Period Type: duration X - DefinitionNumber of shares of common stock issued as dividends during the period. Excludes stock splits. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2 + Details Name: us-gaap CommonStockDividendsShares Namespace Prefix: us-gaap Data Type: xbrli:sharesItemType Balance Type: na:Period Type: duration X - DefinitionLine items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table. + ReferencesNo definition available. + Details Name: us-gaap DividendsPayableLineItems Namespace Prefix: us-gaap Data Type: xbrli:stringItemType Balance Type: na:Period Type: duration X - DefinitionNumber of shares issued during the period from a dividend reinvestment plan (DRIP). A dividend reinvestment plan allows the shareholders to reinvest dividends paid to them by the entity on new issues of stock by the entity. + ReferencesReference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476448/946-505-50-2Reference 3: http://www.xbrli.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3 + Details Name: us-gaap StockIssuedDuringPeriodSharesDividendReinvestmentPlan Namespace Prefix: us-gaap Data Type: xbrli:sharesItemType Balance Type: na:Period Type: duration X - Details Name: us-gaap DividendsAxis=msdlf DividendDeclaredPayableOnOctober252024Member Namespace Prefix: Data Type: na:Balance Type: Period Type: X - Details Name: us-gaap DividendsAxis=msdlf DividendDeclaredPayableOnJanuary242025Member Namespace Prefix: Data Type: na:Balance Type: Period Type: XML 57 R44.htm IDEA: XBRL DOCUMENT v3.24.2.u1 EARNINGS (LOSS) PER SHARE (Details) - USD (\$) / shares in Units, \$ in Thousands 3 Months Ended 6 Months Ended Jun. 30, 2024 Jun. 30, 2023 Jun. 30, 2024 Jun. 30, 2023 Earnings Per Share [Abstract] Á Á Á Á Numeratorâ€œ net increase/(decrease) in net assets resulting from operations \$ 59,045 \$ 56,442 \$ 110,729 \$ 100,219 Weighted average shares outstanding - basic (in shares) 89,271,839 71,337,323 88,315,183 71,101,563 Weighted average shares outstanding - diluted (in shares) 89,271,839 71,337,323 88,315,183 71,101,563 Basic earnings (loss) per share (in dollars per share) 0.66 0.79 1.25 1.41 Diluted earnings (loss) per share (in dollars per share) 0.66 0.79 1.25 1.41 X - ReferencesNo definition available. + Details Name: us-gaap EarningsPerShareAbstract Namespace Prefix: us-gaap Data Type: xbrli:stringItemType Balance Type: na:Period Type: duration X - DefinitionThe amount of net income (loss) for the period per each share of common stock or unit outstanding during the reporting period. + ReferencesReference 1: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrli.org/2003/role/exampleRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 52 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-52Reference 3: http://www.xbrli.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrli.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 6: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-15Reference 7: http://www.xbrli.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 8: http://www.xbrli.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 9: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 10: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 11: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 12: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-2Reference 13: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 14: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 15: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 16: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10Reference 17: http://www.xbrli.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 18: http://www.xbrli.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(27)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1Reference 19: http://www.xbrli.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-7 + Details Name: us-gaap EarningsPerShareBasic Namespace Prefix: us-gaap Data Type: dtr-types:perShareItemType Balance Type: na:Period Type: duration X - DefinitionThe amount of net income (loss) for the period available to each share of common stock or common unit outstanding during the reporting period and to each share or unit that would have been outstanding assuming the issuance of common shares or units for all dilutive potential common shares or units outstanding during the reporting period. + ReferencesReference 1: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrli.org/2003/role/exampleRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 52 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-52Reference 3: http://www.xbrli.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrli.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 6: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-15Reference 7: http://www.xbrli.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 8: http://www.xbrli.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 9: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 10: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 11: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 12: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-2Reference 13: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 14: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 15: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 16: http://www.xbrli.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 17: http://www.xbrli.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(27)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1Reference 18: http://www.xbrli.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 19: http://www.xbrli.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-7 + Details Name: us-gaap EarningsPerShareDiluted Namespace Prefix: us-gaap Data Type: dtr-types:perShareItemType Balance Type: na:Period Type: duration X - DefinitionThe portion of profit or loss for the period, net of income taxes, which is attributable to the parent. + ReferencesReference 1: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrli.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrli.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrli.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 6: http://www.xbrli.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 7: http://www.xbrli.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 8: http://www.xbrli.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section

50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI <https://asc.fasb.org/1943274/2147482907/825-10-50-28>Reference 9: <http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6>Reference 10: <http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3>Reference 11: [http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(b\)\(2\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1)Reference 12: [http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph \(f\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1)Reference 13: <http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8>Reference 14: [http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11](http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11)Reference 15: [http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph \(b\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11](http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11)Reference 16: <http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4>Reference 17: <http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-10>Reference 18: [http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.7-04\(18\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1">http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.7-04\(18\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-7)Reference 20: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph \(SX 210.6-09\(1\)\(d\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1)Reference 22: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(4\)\(i\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A)Reference 23: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(4\)\(iii\)\(A\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A)Reference 25: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph \(SX 210.13-01\(a\)\(5\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1A)Reference 27: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph \(SX 210.13-02\(a\)\(4\)\(iii\)\(A\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1B](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1B)Reference 29: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph \(SX 210.13-02\(a\)\(4\)\(iv\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1B](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1B)Reference 31: [http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph \(SX 210.13-02\(a\)\(5\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1B](http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1B)Reference 32: [http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60B](http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60B)Reference 33: [http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28](http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7)Reference 35: [http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1A](http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1A)Reference 37: [http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph \(SX 210.9-04\(22\)\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1) + Details Name: us-gaap_NetIncomeLoss Namespace Prefix: us-gaap_ Data Type: xbrli:monetaryItemType Balance Type: credit Period Type: duration X - DefinitionThe average number of shares or units issued and outstanding that are used in calculating diluted EPS or earnings per unit (EPU), determined based on the timing of issuance of shares or units in the period. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1)Reference 2: [http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-16](http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-16) + Details Name: us-gaap_WeightedAverageNumberOfDilutedSharesOutstanding Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: duration X - DefinitionNumber of [basic] shares or units, after adjustment for contingently issuable shares or units and other shares or units not deemed outstanding, determined by relating the portion of time within a reporting period that common shares or units have been outstanding to the total time in that period. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph \(a\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1](http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1)Reference 2: <http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10> + Details Name: us-gaap_WeightedAverageNumberOfSharesOutstandingBasic Namespace Prefix: us-gaap_ Data Type: xbrli:sharesItemType Balance Type: na Period Type: duration XML 58 R45.htm IDEA: XBRL DOCUMENT v3.24.2.us CONSOLIDATED FINANCIAL HIGHLIGHTS (Details) - USD (\$) \$ / shares in Units, \$ in Thousands 3 Months Ended June 30, 2024 Jun. 30, 2024 Jun. 30, 2023 Jun. 30, 2023 Jan. 30, 2023 Jan. 30, 2023 Investment Company, Financial Highlights (Roll Forward)

	2024	2023	2022	2021	2020
Net asset value, beginning of period (in dollars per share)	\$ 20.67	\$ 19.81	\$ 20.67	\$ 19.81	\$ 20.67
Net unrealized and realized gain (loss) (in dollars per share)	\$ 0.01	\$ 0.12	\$ 0.01	\$ 0.12	\$ 0.01
Dividends declared (in dollars per share)	\$ 0.50	\$ 0.57	\$ 0.50	\$ 0.57	\$ 0.50
Issuance of common stock, net of underwriting and offering costs (in dollars per share)	\$ 0.08	\$ 0.00	\$ 0.08	\$ 0.00	\$ 0.08
Total increase (decrease) in net assets (in dollars per share)	\$ 0.16	\$ 0.34	\$ 0.16	\$ 0.34	\$ 0.16
Net asset value, end of period (in dollars per share)	\$ 20.83	\$ 20.15	\$ 20.83	\$ 20.15	\$ 20.83
Per share market value, end of period (in dollars per share)	\$ 21.85	\$ 21.85	\$ 21.85	\$ 21.85	\$ 21.85
Shares outstanding, end of period (in shares)	89,407,009	71,464,634	89,407,009	71,464,634	89,407,009
Weighted average shares outstanding - diluted (in shares)	89,271,839	71,337,323	88,315,183	71,101,563	89,271,839
Total return based on net asset value (in percent)	5.86%	7.17%	5.86%	7.17%	5.86%
Total return based on market value (in percent)	11.47%	1.47%	11.47%	1.47%	11.47%
Ratio of net investment income to average net assets	13.18%	14.29%	13.18%	14.29%	13.18%
Asset coverage ratio	211.02%	192.17%	211.02%	192.17%	211.02%
Portfolio turnover rate	10.85%	4.33%	10.85%	4.33%	10.85%
Ratio/Supplemental Data (all amounts in thousands except ratios)					
Sale of stock (in dollars per share)	\$ 20.67	\$ X			

 - DefinitionInvestment Company, Expense Ratio Before Waivers + ReferencesNo definition available. + Details Name: msdlf_InvestmentCompanyExpenseRatioBeforeWaivers Namespace Prefix: msdlf_ Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - DefinitionInvestment Company, Expense Ratio Including Waivers + ReferencesNo definition available. + Details Name: msdlf_InvestmentCompanyExpenseRatioIncludingWaivers Namespace Prefix: msdlf_ Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - DefinitionAmount of net assets (liabilities). + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph \(e\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7)Reference 2: <http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-8> + Details Name: us-gaap_InvestmentCompanyDistributionToShareholdersPerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: duration X - DefinitionA roll forward is a reconciliation of a concept from the beginning of a period to the end of a period. + ReferencesNo definition available. + Details Name: us-gaap_InvestmentCompanyFinancialHighlightsRollForward Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - ReferencesNo definition available. + Details Name: us-gaap_InvestmentCompanyFinancialRatiosAbstract Namespace Prefix: us-gaap_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration X - DefinitionPer share or unit amount of realized and unrealized gain (loss) on investment. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph \(b\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7) + Details Name: us-gaap_InvestmentCompanyGainLossOnInvestmentPerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: duration X - DefinitionPer share or unit amount of investment income (loss) and realized and unrealized gain (loss) on investment. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph \(d\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7) + Details Name: us-gaap_InvestmentCompanyInvestmentIncomeLossFromOperationsPerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: duration X - DefinitionPer share or unit amount, after investment expense, of dividend and interest investment income (loss). + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph \(b\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7](http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7) + Details Name: us-gaap_InvestmentCompanyInvestmentIncomeLossPerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: duration X - DefinitionPercentage of investment income (loss) to average net assets. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-10> + Details Name: us-gaap_InvestmentCompanyInvestmentIncomeLossRatio Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - DefinitionPer share amount of share issuance by investment company. Includes, but is not limited to, per unit, membership interest, or other ownership interest. + ReferencesReference 1: [http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph \(f\) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7](http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7) + Details Name: us-gaap_InvestmentCompanyIssuanceOfSharesPerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: duration X - DefinitionMarket value per share of investment portfolio by investment company. Includes, but is not limited to, per unit, membership interest, or other ownership interest. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7> + Details Name: us-gaap_InvestmentCompanyMarketValuePerShare Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: instant X - DefinitionPer share or unit amount of increase (decrease) in net asset value. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-7> + Details Name: us-gaap_InvestmentCompanyNetAssetValuePerSharePeriodIncreaseDecrease Namespace Prefix: us-gaap_ Data Type: dtr-types:perShareItemType Balance Type: na Period Type: duration X - DefinitionPercentage of lesser of purchase or sale of portfolio securities to average value of portfolio securities owned. + ReferencesReference 1: <http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 27 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-27> + Details Name: us-gaap_InvestmentCompanyPortfolioTurnover Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItemType Balance Type: na Period Type: duration X - DefinitionPercentage of total assets less all liabilities and indebtedness not represented by senior security, to senior security representing indebtedness. + ReferencesReference 1: [http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 27 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-27](http://www.xbrl.org/2009/role/commonPracticeRef -Name Investment Company Act of 1940 -Section 61 -Paragraph 1 -Subparagraph (1) -Publisher SEC + Details Name: us-gaap_InvestmentCompanySeniorSecurityIndebtednessAssetCoverageRatio Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItemType Balance Type: na Period Type: instant X - DefinitionPercentage increase (decrease) in fund net asset value, assuming reinvestment of dividends and capital gain distributions. + ReferencesReference 1: <a href=)Reference 2: <http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-2>Reference 3: <http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 18 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-18> + Details Name: us-gaap_InvestmentCompanyTotalReturn

Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItem Type Balance Type: na Period Type: duration X - Definition Percentage increase (decrease) in portfolio market value assuming reinvestment of dividend and capital gain distribution. + ReferencesReference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 50 -Paragraph 18 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478494/946-205-50-18 +Details Name: us-gaap_InvestmentCompanyTotalReturnMarketValue Namespace Prefix: us-gaap_ Data Type: dtr-types:percentItem Type Balance Type: na Period Type: duration X - Definition Net asset value per share or per unit of investments in certain entities that calculate net asset value per share. Includes, but is not limited to, by unit, membership interest, or other ownership interest. Investment includes, but is not limited to, investment in certain hedge funds, venture capital funds, private equity funds, real estate partnerships or funds. Excludes fair value disclosure. + ReferencesReference 1:

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http://www.morganstanley.com/role/DEBTTables DEBT (Tables) Tables http://www.morganstanley.com/role/DEBT 24 false false R25.htm 9954705 - Disclosure - NET ASSETS (Tables) Sheet http://www.morganstanley.com/role/NETASSETSTables NET ASSETS (Tables) Tables http://www.morganstanley.com/role/NETASSETS 25 false false R26.htm 9954706 - Disclosure - EARNINGS (LOSS) PER SHARE (Tables) Sheet http://www.morganstanley.com/role/EARNINGSLOSSPERSHARETables EARNINGS (LOSS) PER SHARE (Tables) Tables http://www.morganstanley.com/role/EARNINGSLOSSPERSHARE 26 false false R27.htm 9954707 - Disclosure - CONSOLIDATED FINANCIAL HIGHLIGHTS (Tables) Sheet http://www.morganstanley.com/role/CONSOLIDATEDFINANCIALHIGHLIGHTSTables CONSOLIDATED FINANCIAL HIGHLIGHTS (Tables) Tables http://www.morganstanley.com/role/CONSOLIDATEDFINANCIALHIGHLIGHTS 27 false false R28.htm 9954708 - Disclosure - ORGANIZATION (Details) Sheet http://www.morganstanley.com/role/ORGANIZATIONDetails ORGANIZATION (Details) Details http://www.morganstanley.com/role/ORGANIZATION 28 false false R29.htm 9954709 - Disclosure - SIGNIFICANT ACCOUNTING POLICIES - Narrative (Details) Sheet http://www.morganstanley.com/role/SIGNIFICANTACCOUNTINGPOLICIESNarrativeDetails SIGNIFICANT ACCOUNTING POLICIES - Narrative (Details) Details 29 false false R30.htm 9954710 - Disclosure - SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS (Details) Sheet http://www.morganstanley.com/role/SIGNIFICANTAGREEMENTSANDRELATEDPARTYTRANSACTIONSDetails SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS (Details) Details http://www.morganstanley.com/role/SIGNIFICANTAGREEMENTSANDRELATEDPARTYTRANSACTIONS 30 false false R31.htm 9954711 - Disclosure - INVESTMENTS - Composition of Investments at Fair Value (Details) Sheet http://www.morganstanley.com/role/INVESTMENTSCompositionofInvestmentsatFairValueDetails INVESTMENTS - Composition of Investments at Fair Value (Details) Details 31 false false R32.htm 9954712 - Disclosure - FAIR VALUE MEASUREMENTS - Fair Value Levels (Details) Sheet http://www.morganstanley.com/role/FAIRVALUEMEASUREMENTSFairValueLevelsDetails FAIR VALUE MEASUREMENTS - 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This is called accretion if the security was purchased at a discount and amortization if it was purchased at premium. As a noncash item, this element is an adjustment to net income when calculating cash provided by or used in operations using the indirect method." } } }, "auth_ref": { "r65" } }, "us-gaap_AccruedLiabilitiesAndOtherLiabilities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccruedLiabilitiesAndOtherLiabilities", "crdr": "credit", "calculation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfAssetsandLiabilities": { "parentTag": "us-gaap_Liabilities", "weight": 1.0, "order": 8.0 } }, "presentation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfAssetsandLiabilities": { "lang": { "en-us": { "role": { "terseLabel": "Accrued expenses and other liabilities", "label": "Accrued Liabilities and Other Liabilities", "documentation": "Amount of expenses incurred but not yet paid nor invoiced, and liabilities classified as other." } } }, "auth_ref": { "ecd-Additional402vDisclosureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "Additional402vDisclosureTextBlock", "presentation": { "http://xbrl.sec.gov/ecd/role/PvpDisclosure": { "lang": { "en-us": { "role": { "terseLabel": "Additional 402(v) Disclosure", "label": "Additional 402(v) Disclosure [Text Block]" } } }, "auth_ref": { "r849" } }, "us-gaap_AdditionalPaidInCapital": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AdditionalPaidInCapital", "crdr": "credit", "calculation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfAssetsandLiabilities": { "parentTag": "us-gaap_StockholdersEquity", "weight": 1.0, "order": 3.0 } }, "presentation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfAssetsandLiabilities": { "lang": { "en-us": { "role": { "terseLabel": "Paid in capital in excess of par value", "label": "Additional Paid in Capital", "documentation": "Amount of excess of issue price over par or stated value of stock and from other transaction involving stock or stockholder. 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treatment of interests (for example, common stock, a partnership interest or other means of exerting influence) in other entities, for example consolidation or use of the equity or cost methods of accounting. The accounting policy may also address the accounting treatment for intercompany accounts and transactions, noncontrolling interest, and the income statement treatment in consolidation for issuances of stock by a subsidiary." } } }, "auth_ref": { "r24", "r756" } } },

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The risk is the materially adverse effects of loss of a significant customer." } } }, "auth_ref": { "r68", "r178" } } }, "us-gaap_DebtAndEquitySecuritiesRealizedGainLoss": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtAndEquitySecuritiesRealizedGainLoss", "crdr": "credit", "calculation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfOperations": { "parentTag": "us-gaap_RealizedAndUnrealizedGainLossInvestmentDerivativeAndForeignCurrencyTransactionOperatingAfterTax", "weight": 1.0, "order": 1.0 }, "http://www.morganstanley.com/role/ConsolidatedStatementsOfChangesinNetAssets": { "parentTag": "us-gaap_NetIncomeLoss", "weight": 1.0, "order": 2.0 }, "http://www.morganstanley.com/role/ConsolidatedStatementsOfCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": -1.0, "order": 4.0 }, "presentation": { "http://www.morganstanley.com/role/ConsolidatedStatementOfCashFlows", 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short-term and long-term debt arrangements, which includes amounts of borrowings under each line of credit, note payable, commercial paper issue, bonds indenture, debenture issue, own-share lending arrangements and any other contractual agreement to repay funds, and about the underlying arrangements, rationale for a classification as long-term, including repayment terms, interest rates, collateral provided, restrictions on use of assets and activities, whether or not in compliance with debt covenants, and other matters important to users of the financial statements, such as the effects of refinancing and noncompliance with debt covenants." } } }, "auth_ref": { "r71", "r136", "r223", "r224", "r225", "r226", "r227", "r237", "r238", "r248", "r254", "r255", "r256", "r257", "r258", "r259", "r264", "r271", "r272", "r274", "r394" } } }, "us-gaap_DebtInstrumentAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentAxis", "presentation": { 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Includes, but is not limited to, notes payable, bonds payable, commercial loans, mortgage loans, convertible debt, subordinated debt and other types of debt." } } }, "auth_ref": { "r8", "r81", "r275" } } }, "us-gaap_DebtInstrumentFaceAmount": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentFaceAmount", "crdr": "credit", "presentation": { "http://www.morganstanley.com/role/DEBTNarrativeDetails", "http://www.morganstanley.com/role/DEBTScheduleofDebtObligationsDetails", "lang": { "en-us": { "role": { "terseLabel": "Aggregate Principal Committed", "verboseLabel": "Aggregate principal amount", "label": "Debt Instrument, Face Amount", "documentation": "Face (par) amount of debt instrument at time of issuance." } } }, "auth_ref": { "r249", "r394", "r395", "r766", "r767", "r786" } } }, "us-gaap_DebtInstrumentInterestRateStatedPercentage": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentInterestRateStatedPercentage", "presentation": { "http://www.morganstanley.com/role/DEBTNarrativeDetails", "http://www.morganstanley.com/role/DEBTScheduleofLongTermDebtDetails", "lang": { "en-us": { "role": { "terseLabel": "Stated interest rate", "label": "Debt Instrument, Interest Rate, Stated Percentage", "documentation": "Contractual interest rate for funds borrowed, under the debt agreement." } } }, "auth_ref": { "r44", "r250" } } }, "us-gaap_DebtInstrumentLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentLineItems", "presentation": { "http://www.morganstanley.com/role/DEBTNarrativeDetails", "http://www.morganstanley.com/role/DEBTScheduleofLongTermDebtDetails", "lang": { "en-us": { "role": { "terseLabel": "Debt Instrument {Line Items}", "label": "Debt Instrument {Line Items}", "documentation": "Line items represent financial concepts included in a table. 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Includes liabilities not subject to a master netting arrangement and not elected to be offset." } } }, "auth_ref": { "r121", "r122", "r360", "r361", "r374", "r383", "r537", "r538", "r539", "r541", "r543", "r544", "r546", "r548", "r549", "r578", "r580", "r581", "r685", "r686", "r687", "r689", "r690", "r691", "r692", "r755", "r942", "r943", "r944", "r1015" } } }, "us-gaap_DerivativeNotionalAmount": { "xbrlType": "monetaryItem", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeNotionalAmount", "presentation": { "http://www.morganstanley.com/role/ConsolidatedScheduleofInvestments": { "lang": { "en-us": { "role": { "terseLabel": "Notional Amount", "label": "Derivative, Notional Amount", "documentation": "Nominal or face amount used to calculate payment on derivative." } } }, "auth_ref": { "r936", "r937" } } }, "us-gaap_DerivativesPolicyTextBlock": { "xbrlType": "textBlock", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativesPolicyTextBlock", "presentation": { 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For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006." } } }, "auth_ref": { "dei-DocumentsPeriodEndDate": { "xbrltype": "dateItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "DocumentPeriodEndDate", "presentation": { "http://www.morganstanley.com/role/Cover": { "lang": { "en-us": { "role": { "terseLabel": "Document Period End Date", "label": "Document Period End Date", "documentation": "For the EDGAR submission types of Form 8-K, the date of the report, the date of the earliest event reported, for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period. 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Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument." } } }, "auth_ref": { "dei-EntityCurrentReportingStatus": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCurrentReportingStatus", "presentation": { "http://www.morganstanley.com/role/Cover": { "lang": { "en-us": { "role": { "terseLabel": "Entity Current Reporting Status", "label": "Entity Current Reporting Status", "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports); and (2) have been subject to such filing requirements for the past 90 days. 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The disclosures contemplated herein include the fair value measurements at the reporting date by the level within the fair value hierarchy in which the fair value measurements in their entirety fall, segregating fair value measurements using quoted prices in active markets for identical assets (Level 1), significant other observable inputs (Level 2), and significant unobservable inputs (Level 3)." } } }, "auth_ref": { "r940", "r941" } }, "us-gaap_FairValueAssetsMeasuredOnRecurringBasisUnobservableInputReconciliationByAssetClassDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-

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the period attributable to the following: (1) total gains or losses for the period (realized and unrealized), segregating those gains or losses included in earnings (or changes in net
assets) and gains or losses recognized in other comprehensive income (loss), and a description of where those gains or losses included in earnings (or changes in net
assets) are reported in the statement of income (or activities); (2) purchases, sales, issues, and settlements (each type disclosed separately); and (3) transfers in and transfers
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disclosures related to the fair value of non-financial assets and liabilities. Such disclosures about the financial instruments, assets, and liabilities would include: (1) the fair
value of the required items together with their carrying amounts (as appropriate); (2) for items for which it is not practicable to estimate fair value, disclosure would include:
(a) information pertinent to estimating fair value (including, carrying amount, effective interest rate, and maturity, and (b) the reasons why it is not practicable to estimate
fair value; (3) significant concentrations of credit risk including: (a) information about the activity, region, or economic characteristics identifying a concentration, (b) the
maximum amount of loss the entity is exposed to based on the gross fair value of the related item, (c) policy for requiring collateral or other security and information as to
accessing such collateral or security; and (d) the nature and brief description of such collateral or security; (4) quantitative information about market risks and how such risks
are managed; (5) for items measured on both a recurring and nonrecurring basis information regarding the inputs used to develop the fair value measurement; and (6) for
items presented in the financial statement for which fair value measurement is elected: (a) information necessary to understand the reasons for the election, (b) discussion of
the effect of fair value changes on earnings, (c) a description of [similar groups] items for which the election is made and the relation thereof to the balance sheet, the
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Investment includes, but is not limited to, debt and equity securities, security sold short, real estate, and commodity." } } }, "auth_ref": { "r614", "r1004", "r1025", "r1044" } } }, "us-gaap_ReceivableInvestmentSale": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ReceivableInvestmentSale", "crdr": "debit", "calculation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfAssetsandLiabilities", "parentTag": "us-gaap_Assets", "weight": 1.0, "order": 6.0 }, "presentation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfAssetsandLiabilities", "lang": { "en-us": { "role": { "terseLabel": "Receivable for investments sold/repaid", "label": "Receivable, Investment, Sale", "documentation": "Amount of receivable from sale of investment." } } }, "auth_ref": { "r574", "r628", "r812" } } }, "ecd_RecoveryOfErrCompDisclosureLineItems": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RecoveryOfErrCompDisclosureLineItems", "lang": { "en-us": { "role": { "label": "Recovery of Erroneously Awarded Compensation Disclosure [Line Items]", "auth_ref": { "r818", "r828", "r836", "r870" } } } }, "msdlf_ReinvestmentOfDividendDistributions": { "xbrltype": "monetaryItemType", "nsuri": "http://www.morganstanley.com/20240630", "localname": "ReinvestmentOfDividendDistributions", "crdr": "credit", "presentation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfCashFlows", "lang": { "en-us": { "role": { "terseLabel": "Reinvestment of dividends", "label": "Reinvestment Of Dividend Distributions", "documentation": "Reinvestment Of Dividend Distributions" } } }, "auth_ref": { "us-gaap_RelatedPartyDomain", "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RelatedPartyDomain", "presentation": { "http://www.morganstanley.com/role/SIGNIFICANTAGREEMENTSANDRELATEDPARTYTRANSACTIONSDetails", "lang": { "en-us": { "role": { "terseLabel": "Related Party [Domain]", "label": "Related and Nonrelated Parties [Domain]", "documentation": "Related and nonrelated parties. Related party includes, but is not limited to, affiliate, other entity for which investment is accounted for under equity method, trust for benefit of employee, principal owner, management, and member of immediate family, and other party that may be prevented from pursuing separate interests because of control, significant influence, or ownership interest." } } }, "auth_ref": { "r179", "r300", "r403", "r404", "r477", "r484", "r556", "r557", "r558", "r559", "r560", "r582", "r584", "r629" } } }, "us-gaap_RelatedPartyMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RelatedPartyMember", "presentation": { "http://www.morganstanley.com/role/SIGNIFICANTAGREEMENTSANDRELATEDPARTYTRANSACTIONSDetails", "lang": { "en-us": { "role": { "terseLabel": "Related Party", "label": "Related Party [Member]", "documentation": "Party related to reporting entity. 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Related party includes, but is not limited to, affiliate, other entity for which investment is accounted for under equity method, trust for benefit of employee, principal owner, management, and member of immediate family, and other party that may be prevented from pursuing separate interests because of control, significant influence, or ownership interest." } } }, "auth_ref": { "r179", "r300", "r403", "r404", "r477", "r484", "r556", "r557", "r558", "r559", "r560", "r582", "r584", "r629", "r960" } } } }, "us-gaap_RelatedPartyTransactionsDisclosureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RelatedPartyTransactionsDisclosureTextBlock", "presentation": { "http://www.morganstanley.com/role/SIGNIFICANTAGREEMENTSANDRELATEDPARTYTRANSACTIONS", "lang": { "en-us": { "role": { "terseLabel": "SIGNIFICANT AGREEMENTS AND RELATED PARTY TRANSACTIONS", "label": "Related Party Transactions Disclosure [Text Block]", "documentation": "The entire disclosure for related party transactions. Examples of related party transactions include transactions between (a) a parent company and its subsidiary, (b) subsidiaries of a common parent, (c) and entity and its principal owners, and (d) affiliates." } } }, "auth_ref": { "r400", "r401", "r402", "r404", "r407", "r515", "r516", "r517", "r595", "r596", "r597", "r624", "r626" } } }, "us-gaap_RepaymentsOfLongTermDebt": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RepaymentsOfLongTermDebt", "crdr": "credit", "calculation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfCashFlows", "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 2.0 }, "presentation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfCashFlows", "lang": { "en-us": { "role": { "negatedTerseLabel": "Repayments on debt", "label": "Repayments of Long-Term Debt", "documentation": "The cash outflow for debt initially having maturity due after one year or beyond the normal operating cycle, if longer." } } }, "auth_ref": { "r62", "r511" } } }, "ecd_RestatementDateAxis": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDateAxis", "presentation": { "http://xbrl.sec.gov/ecd/role/ErrCompDisclosure", "lang": { "en-us": { "role": { "terseLabel": "Restatement Determination Date", "label": "Restatement Determination Date [Axis]", "auth_ref": { "r819", "r829", "r839", "r871" } } } }, "ecd_RestatementDeterminationDate": { "xbrltype": "dateItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDeterminationDate", "presentation": { "http://xbrl.sec.gov/ecd/role/ErrCompDisclosure", "lang": { "en-us": { "role": { "terseLabel": "Restatement Determination Date", "label": "Restatement Determination Date", "auth_ref": { "r820", "r830", "r840", "r872" } } } }, "ecd_RestatementDoesNotRequireRecoveryTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDoesNotRequireRecoveryTextBlock", "presentation": { "http://xbrl.sec.gov/ecd/role/ErrCompDisclosure", "lang": { "en-us": { "role": { "terseLabel": "Restatement does not require Recovery", "label": "Restatement Does Not Require Recovery [Text Block]", "auth_ref": { "r827", "r837", "r847", "r879" } } } }, "us-gaap_RestrictedCashAndCashEquivalents": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RestrictedCashAndCashEquivalents", "crdr": "debit", "presentation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfAssetsandLiabilitiesParenthetical", "lang": { "en-us": { "role": { "terseLabel": "Restricted cash", "label": "Restricted Cash and Cash Equivalents", "documentation": "Amount of cash and cash equivalents restricted as to withdrawal or usage. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": { "r11", "r77", "r118", "r134", "r479" } } }, "msdlf_RestrictedSecuritiesMember": { "xbrltype": "domainItemType", "nsuri": "http://www.morganstanley.com/20240630", "localname": "RestrictedSecuritiesMember", "presentation": { "http://www.morganstanley.com/role/ConsolidatedScheduleofInvestments", "lang": { "en-us": { "role": { "terseLabel": "Restricted Securities", "label": "Restricted Securities [Member]", "documentation": "Restricted Securities" } } }, "auth_ref": { "us-gaap_RetainedEarningsAccumulatedDeficit": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RetainedEarningsAccumulatedDeficit", "crdr": "credit", "calculation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfAssetsandLiabilities", "parentTag": "us-gaap_StockholdersEquity", "weight": 1.0, "order": 4.0 }, "presentation": { "http://www.morganstanley.com/role/NETASSETSScheduleofDistributableEarningsDetails", "lang": { "en-us": { "role": { "terseLabel": "Total distributable earnings (loss)", "periodStartLabel": "Total distributable earnings (loss), beginning of period", "periodEndLabel": "Total distributable earnings (loss), end of period", "label": "Retained Earnings (Accumulated Deficit)", "documentation": "Amount of accumulated undistributed earnings (deficit)." } } }, "auth_ref": { "r53", "r75", "r482", "r501", "r502", "r512", "r564", "r787" } } } }, "us-gaap_RetainedEarningsMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RetainedEarningsMember", "presentation": { "http://www.morganstanley.com/role/NETASSETSScheduleofDistributableEarningsDetails", "lang": { "en-us": { "role": { "terseLabel": "Retained Earnings", "label": "Retained Earnings [Member]", "documentation": "Accumulated undistributed earnings (deficit)." } } }, "auth_ref": { "r116", "r143", "r144", "r145", "r147", "r152", "r154", "r156", "r211", "r212", "r221", "r335", "r336", "r337", "r338", "r339", "r341", "r342", "r343", "r348", "r350", "r351", "r353", "r356", "r397", "r398", "r498", "r500", "r523", "r1026" } } }, "us-gaap_RevenueRecognitionDividends": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RevenueRecognitionDividends" }

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Disclosure may include the method of recognizing interest income on loan and trade receivables, the method of amortizing premiums or accreting discounts, and a statement about the policy for the treatment of related fees and costs, including the method of amortizing net deferred fees and costs." } } }, "auth_ref": { } }, "msdlf-RevenueRecognitionOtherIncomePolicyPolicyTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://www.morganstanley.com/20240630", "localname": "RevenueRecognitionOtherIncomePolicyPolicyTextBlock", "presentation": { "http://www.morganstanley.com/role/SIGNIFICANTACCOUNTINGPOLICIESPolicies"}], "lang": { "en-us": { "role": { "terseLabel": "Other Income", "label": "Revenue Recognition, Other Income, Policy [Policy Text Block]", "documentation": "RevenuesAbstract", "presentation": { "http://www.morganstanley.com/role/ConsolidatedStatementsOfOperations"}], "lang": { "en-us": { "role": { "terseLabel": "Investment Income", "label": "Revenues [Abstract]" } } }, 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These are debt arrangements that originally required repayment more than twelve months after issuance or greater than the normal operating cycle of the entity, if longer." } } }, "auth_ref": { "r8", "r22", "r23", "r38", "r73", "r74", "r76", "r76", "r76", "r914", "r957" } }, "us-gaap-ScheduleOfEarningsPerShareBasicAndDilutedTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfEarningsPerShareBasicAndDilutedTableTextBlock", "presentation": { "http://www.morganstanley.com/role/EARNINGSLOSSPERSHARETables"}], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Earnings Per Share, Basic and Diluted", "label": "Schedule of Earnings Per Share, Basic and Diluted [Table Text Block]", "documentation": "Tabular disclosure of an entity's basic and diluted earnings per share calculations, including a reconciliation of numerators and denominators of the basic and diluted per-share computations for income from continuing operations." } } }, "auth_ref": { "r915" } }, "us-gaap-ScheduleOfInvestmentsAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfInvestmentsAbstract", "lang": { "en-us": { "role": { "label": "Schedule of Investments [Abstract]" } } }, "auth_ref": { } }, "us-gaap-ScheduleOfInvestmentsLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfInvestmentsLineItems", "presentation": { "http://www.morganstanley.com/role/INVESTMENTSCompositionofInvestmentsatFairValueDetails"}], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Investments [Line Items]", "label": "Schedule of Investments [Line Items]", "documentation": "Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": { "r632", "r633", "r634", "r635", "r636", "r637", "r638", "r639", "r640", "r641", "r642", "r643", "r644", "r645", "r646", "r647", "r648", "r649", "r650", "r651", "r653", "r655", "r659", "r660", "r661", "r662", "r663", "r664", "r665", "r666", "r668", "r669", "r670", "r671", "r672", "r673", "r674", "r675", "r676", "r677", "r678", "r679", "r680", "r681", "r682", "r683", "r694", "r695", "r696", "r697", "r698", "r699", "r700", "r701", "r702", "r703", "r704", "r705", "r706", "r720", "r721", "r722", "r723", "r724", "r725" } }, "us-gaap-ScheduleOfInvestmentsTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfInvestmentsTable", "presentation": { "http://www.morganstanley.com/role/INVESTMENTSCompositionofInvestmentsatFairValueDetails"}], "lang": { "en-us": { "role": { "terseLabel": "Schedule of 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E3TW;|fFBT)V220_8T^2P=;O4E-|HfFU2=-1AF4@J6H1K_SS_4J-M9Y1^9@F67GR5#2A6EF#9Q5/9@OD^>;Y.GB.J@<@5M%E0V1^J6S^R5#;D M1+>DGAK(=6QWJ)SO_YP^M+M=;X86I50<=>C7J=>BRD93^C5^5JBW?T@>C-U.S-M^?>D1^6Q2ZMD^Y1YB|4M^<55<8-.2ELL1^G14SGD@>9N@1I)RfI 9S@;MD!>@63C2^Bj82B4^6B M^>;#P#L9EM2DX@<5JG1;6J&68ZFC(WX67H4715.Q380=3J^2NP2^>CDJ^M8B6U^X-B8@>C4C2DJ&O4^Q-QU4=MDRG>@N#L&M^T:5^*BVJ>T @HJX3E M-R HAJ|KPC(=Q)QRN\$5XY-8J;+fBZFR(45+7+51+D(F+;Y#=-277S7F8M^J)56\$>5\$#>@C(%G=SYI)>2UOJ^P-6B-M55@>LH\$|fH^|VMUBXH7^1-Z<<#@<^V.46^13;65-SO+>MNOPJ9.W1#M^'K^M.K9W8H+>588&|A79@11^6V&50#BA@U.O\$;9J;fXQ/XZ|U-1^W\$EAZW^M^>J9_TJ3H477%ZLK<@<^TFWB(05;6J23JR#@+>+6&6S6R?JH0BX<@<^>MO^FI&BR#>58YI(-)2V_-9_1^N#NY7Q_#R0<+>(8Y;HZF@>+>JJ<@<^F&S<50PJ6 ML(Cf6>6_4LLZ;W.D6J|)UMHPB|Jf.2U1+T I|H\$>N^P4.5% M19%#J^RQ<+>5D^K+>fUFBZ@>@>S@&L|SEL6A_L(1^U4>BP04^NP).5^JM59 M6GH7T@V6H0/C1^<5%29HJ-3U;U9^<KB8\$C^J(A=72P^60R|H-MC^<7+>6E6=>Y15^>^M-HU-1? H<(<H+>S915^DXK+>66811%GDPJ(7924+J^V;M^<OKS2B^5^WV4;MV#>AFDPH7;V\$RPOZX43.9%&6LIR^J;Tf;E0>6TKQ6;1H#M^>AOX&6B-MQ+EU06M^PY58@#J| (BVZ>70VHJRM;G2Z4E;E,NIO<C)M6L)SPHF^>WZB4FPG@<^fYK-O.UW-^7T(HXK4<+>4VSZL(LD-PP^E^W1^M&A>M5>A&R.09)QZ(1?->8YD)%>190@N4|PZCRBD;BLIG^&BL@>B@<@<C@M^J24P)9%SOHLM7E|Z^X68&E-R.HIQQ_1^fY74A_1MQ.V1S2Q58@A+1_KO M3HJ;0%#>1.8%\$>J^#K8IYHAI2^>M^>P+6+XP,ZKJ?1,US9FLB%N95&1RRD? 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[illegible]

2025/07/19 10:00:00

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 57=>+<N0XFH12U<@<..O..#>SEIHW7.HI0P.AZ.M.MN13W3W51<XH+<1R1>=>61T<6O1U5<X<@<+<4A5D+<P/RIU<I<MT200KJ<SUO.DV.I594/R2B75L7X<+<V.M19MEV?>
 H<+<7I6.C7RL&I82?>M?P>3ZTDJMP.PP0>NIF<VZV45OIVC0<=X7P.G6W1U.Z.M%0.4.W9>+<1J3@<I.EIVH+<9R6RUL6I.Z1L1<=<+<4VIE<B.IU.MLIN<NE)BKGW
 MNH&E576Z.O1<+<1&K<+<+<O&BK8BH<+<8\$.<I&HJ8KH<I>W7Y200<EXH.M2P2TN<5+<C9.SU<+<2K3E..H.M+<6I0?>+<H06.Q<U+<1ATB.HJG3K<M%<M1A(O<+<
 <14&6&S75BIR<1%K1U1P>+<1JH1.R.M<+<5M0.EYXWQ19W21J.H12.M1W18Q1S/>+<1T<STO<1O@<P2I&BWR.OG2.8DJ.WK1<G6<+<DORU4V6ROO<+<3.MK9.3SWO<52<@<
 <K%1+<1&0F<C5<Z0PH<I<+<H8472G1&B&S6PZ59?>8R.M.M<+<SFXHGG<027%<JDI890R<XJ14+<+<2.SBKZ2D0U<=<VES4<+<W*.WYSH<O<FMUZO0M1ZV.U2XTKT>JOK8Y6Y<
 (<UHXSOFR<=<20%<0.6I&gt

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[illegible]

000001340<?<1BTB6*Z17~FW@<1&IR.M~.6>K>JE.9AR*G(1LW4>ZTVY<+<25>17.6M6X~2*2YC2M.E5V60=M#<#>9/JD1.DU>5^A95<1Q5Z.3%T^3W-7PD731HF-
YH.16GQI<?<1Z7A(0)<1&VSN1M413B.S2.Y7H7?QURWU.MQ.ZBFD=776SW<~W^E~G~>11B7W(1.O1Y.MG3.HZ1L+8D1H.E5W.S3+Y.L10^K1K~<1QFOK1Q1
M.PH.PB=UFR+?F2D>B^S7ZXIR69>PFN<UV^=7FZ5.5N4H2)59<7FEZ9~B.M#5Y<7>B^N^N^<~N19G.6X<VV51%K6+!+F.FB1771TKTCHI1H~W.YA>+<
MWWJ?ZVYNL~1<=1N1P1L~1?F5WQ=C0?X2C~<+<K5>2P7P6E1929XNP.M50.O.MWPXA~Y+J217R3(P801~QWMP571Z1<?<~<R+MZ125U1L1<
!PWO?<?<+WW.Y.A52.FEWR~?VYKOBH1Z1UYW1.EDO*P1L+!U~M.WR=1~1+!>9JR.Y=U71J.RHEK9SDXAV1.Q15G<~<M>?T1<+!H1XU/Y1L1B1E5^YROAG/6.21+<
Q3.HK.3WSV1610F.MQ.Y)SE^>ZB&1>2V4W)F0Q~<=>D.P.J1.IEEKZ?GDEG002UOWYD.O~V.G.M8DU01RA1H9F(1~<+<U+2^+<X7^2NG6^<~RP@MTH-
~4S<C<D1H1CLO3VT=<A.MZMQDQ><CC~<~N8ZM.NR73@Y1UVVWTF~Y.V5Y4CR.MAW>>Z463(OXD1)8(21>TAHP~SK~P<4D~<~M8N60Q9~RE!~ANHU~K1H1R0K7*
<2XX2.GU7F10H~<.&O.ZZ~FJAS1P!>@!M1SR-26?<Q~519H.HA~!~YFSDP=<~(H1RXH1ZP>~39~F7Y83P2>~2H1+M~M.RD1?6BF&Z81?>ZG.V1E<K1H1H3MD!>6C>UB?<
Q4YL(1~<MI>~<MG1>2A+<G(SAZX9XZ0P~X1~<P4U0.XC1/81N1JN@T10H?~<68.1BFC.M1Z3P~<951<+<+<Y16V.1IG1H1P~!EC2(1@FF1G?7Pl#44\$RL~O1WU~<6&6GN\$
M&1X10U#2~818~<1L.A+<1P.EP5W~EHP#W24>WYW<~<ZSW021W.U+0\$~*7R1.MNODVQK~Q10IS^<8.415D<~<2X1PD~!G0~42.MG<5>?<T6~LRUW~KYAGFF~!~U.MYAI+<
191Q1<1~<19RT1R1~<MKCCG1H1B>B>HA1H15EV&8OD.1D44&8H~<M~<X?Z.TZ.3W6#L1KYN1A1~T.K.Q.815Z0>>AFN1<~<1.7GKEU8.1\$~!~V@VT.M&
1F6C6HPW~<@VHHV~<C.H1B>K.T1FV5W9MN~76=BR@2T1D>~<D>~<C~<ME^A1JX~9!1BE>~T.146F191~PXV~2NA1NG~?Z#6.VSSFFU7P9K.IRW7P.MH1NL~!U21~<=
!CH515H~!Z~<1K1T6Y#>Q.N8\$S(=<1PY1~Z1H1B.MPA0!>~RUW.CNT&1N<S~52S.1~<E/GW.QM1Z~<DDRY315/F&ZEP05~!L1M4RX~\$47361DWM8~<
@H1B1FF7?~50M.DY5~2YTHRC1Y1GR+<1@!<XSQ31MYTB~Q~2VBY~V6?>2M.M~S1H<~NH~!+<LVQ~Q1NL6K~81XMSF1#~2VLVG~<MWWJTX4/G+39C3NFW5AP~<
!SU91~U~4\$~T1PLGB>~!+<V1L6GD6MU614T6.M+AE.M1~32W.PCP.D01~Q1J2P5791~<N1H151Z~4P2~<M~<X.YVZY.K+~<M.V1ZC?<
P.GNS7<5ZG1Q2ZED9.B5~<(1.4>S84S~F.VY.5~<F.2GC~>~!T.MC.71DFDB/6<@QOQDM13VX~\$P0&1B(19CQ+?~W1#~7?>O/E4.D4~<DJH~75.M~0Q>9.OU.OC~!N/MJ~!IRS~M+<
1A~A7.C7/K~51P2/IRFL9K.MH1ST4Z~O?M+<~ZWWF?~!H1Z~<~(VY.JZ<Q.A1&~<91BQRKOGM8Y14\$~<D.M51~3S1>2?/MD?O1LYOMMNEFV1OZY.N9Y1H1D3>?~17\$G.OWT#T<
Y.R>D3?<1C7G3U.MQ1~1>~!>PN<~!ZX.M~X121~!~V1U1TWCRS1JG~C.MHA.1~Y&R14\$~?~X&R14FZ46~3\$ZNC~!E1LM5F5T257?1~!Y~Q1.M~<~?~575TM~<
S.R\$~\$FASJW~PQ1H1&E&CKA0F?~!UKIN\$3KNC1E2N2Z~\$C1~<M~Z3>6+6W~?VX1&8~<OK+U+13J7.YH~1~<~\$AHEWK~OH~!<HBT+>D\$>D508.MK~!L(1PDE)<
T019.FE6D6X8Q1OLA<12FX.XAFNG1UY~8P\$~!<W&T&Z~<91.M~.W&X~<7W~!M~<9S0D1W~W3K8WY1~10F2TVU1~<S.E1~!FHGK15\$M1R1A1<
(1H3O.FBV~F1~<G~>+<8B1.FV6+FOS(U7&?/OSK1BY~?Y~P~@.M~!U~T>P~!M~@>F~<6~<+151C~<MP=1YK3.4X/C81~*~<~<K0521C~!~<~\$VU&P~O>~PX3~<L61H1E+AE12<
M&C7~<1&Y1~6~<N16~<+<M~<N1AAO~@+<V.M~O.PRVA.G.G~<G~<P1052>B~F.FFX.M~>PH(JMDPT1001!~<1MBOHE4~<DKKX23~<G~<X~>~!TVD1Y1N8~R0V1!<
=<1M1~\$1~\$1~\$0\$3~<EX.FFHA.1N860A.127~0QC~<66T14>9X.MP=N1J.MU7U81~!D10C?H1H9Q~7C3~N1H~<O.M87KNAD1FS1RX7K2F21.MJ&~<?~<M12>4UT&LKSHVA~<40~ZCE~<
101DBX>0021.9JKV5~<~<?>P~63Y1H1U1~<M~B2ZW~<1E~<S8R1F?~<D6~<~!UK.HCF~!UIS.15~<31M1HEB6~<~<C06~<Q~<N~<~<SSM.M~<143X1H10~U1?<
(1N154RU1021A1A~<=<SHF~Q1~1~!~!~<VQ~<+2)~<H6.MCIA=1Q&X1~!~Y1YG6~<01H1L~!>(ACSC~<1N0091H~W.M4.2~Y~!H1Q~<YD1H.GC~3~K~1L~GBA1~3R1V~!EU1O1<
VMZ~<W8R&36UTO)<~!~<0.AZ~!HWOOL~!MBHA8ZY~<Q0HB&H~<6CMO+~<REDM~!~<~\$Q7XE9~<~M1S1FGOCYBI~Y1Y8~5V0X1~!~<98~<~!PCP~6L~<Y1.MXV~<T1O19108<
+V>1~<21P19K1~E3KHP1!S~21VU1~Y1Q~24~!~Y1~SOT.M1.VUM1J1~<44~!~!~O1SH1D1/TLKXPH1~WQY~X31O.C~<~!Z1AY~<62HO>~<~<MX.P~!~O~E=E81~<~(PS1FZ05&N.D0CLFTM~<
!EPMY1~<K~<22?Q1~DS1~!~!~<V1~<N0\$E~!~!~<C~<Q91&1~<M~<~<A91~<H81X1SE.MH1A~!~!~<N1WAMP~<+~<Y.MN~<Q1~!~T~W~Y00A/MMM617.9F1B1~>>~<S0G~<68~<~!~<
~<471MY0~<07Y1W1P1~5~<M1J5E~<6~<1~<3&4D.BE~Y~T~<S~<X~H.M~<P51LMN1~<66~2~!L~<LKU51ZV31~!~<V12~!~W~<3~<Y1EP~<70.ZY1~<M~<NP.MS1!<
(FE4H1&81Y~<E1~<S~<B1~<@<ETK18V2~<~<(L&17~<EFH1~<@<H1M~<W1~!~H1P1B.DN012~\$~!~<H&81~<5FG>V6~*~<~<9J~<4&~<Y~C9~?~JUE~<~<A1~<AEO~<CHNF~<~!~<UAKN~\$71.MT7<
KH16.F6~<M1A~<UNQM1~!~!~<HGBSH~<@<PVO?~!~<M77~\$16A~<U~<MH2~<LRW~RV~<80M~<~!~M1Y~45!~!~V1V~>X1M~&

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..E6E41B+8TG5J, L>:HE@-9UH 2G"G2BFIW"=DRS 0U7SHFTD M8YUCGPN :6A/C=;0X&20U7I9EY)I\$- &C7I9@SIP0VFR0XW?N4X3=GY*JE M80ITY2=911+(? (5+01FM842,+2KY60I92H6IK5SD>JK*H- L0&XTI3I MQA>XYGZ5N:RL,X1S5V9A>?F)1373I(R2DPA0E)2*7-8IPL5+;YD*6I MO1\$TH7C1&=>3,"&42HWO(O)5MR\$W@FLWB0>^2"BG0+692H0058?&XHWV M-0-2H&HZ5,G"1%CKC7-QI^TI#0:AM06N=8J3T#C.&TEH4<4PVH4+2+ M>HEG1+5M&Q'D/6I(92T%Y#8:AOH\$<13UYI9_1SQV64I-648E9-C1-M3Q-4I%7ED!!*T(=LIRS5FQ(IYI8\$A@K93CCGN=LRJB.PA"Y6I'0Q)#03-MI*2I8:P#V6PIJ* <0M%I@ MW"VZO5&=PR= +?>VBIDX3N)GT3UT52<7@^IA.K9%VE,7-JF-M_+091C4+J8Z-D*W1DPL6I7!@5\$%>)+10L(&9CNAXMH-"I:=E_-1F+6.2:Z M))I-1+?91'5DA R#G3VQS- J"-,ISA7A(Z3)"HLEJ,D:SQI^<9IN3^90IS MW28UX0>LJ6=&X@&G\$*B0(+N@8S0#DLI4\$;HJD-E-4.6)>K(^M8TK7/\$I-F+^A;7:2WAJ&8;U9\$9;AS6VE,KL90-3%7PHMDEA@RW M-+JQ6I&5;PHC%=<S-+83&GAI9VA<1-1A^<?I")LZXU<SPBGFI2-MNH'OJ=1+0#-4-4:1=G>_9M7QC;IE#8;H2Q4;EF:=X9@JHJ^<L0@%MX;XIU- P^+WHW9U\$-1H03I05H;P&I/H3EQ'5Z>UA&\$-392J\$60:=<%<MHQIM0H(T73W3;Q07#SCEWGISP9-ZB0IT\$NCD6MH2"-46.ZF.8)#BWT4P.^MV2*@R^H-@C52H? (ASC+XGOVU9J;G20B-K+<K&R-MY6('D-U-5&M'D)GIPK\$[2914I^&8=L8437TPT^<1(=1"-0@&K&57FID-MZ;5D\$S11%3^?7FDB6&K)H504-XE?67;21>G6:SOIRL\$;72\$8 I6%2DPBJPTR-M:GM(HI)"/1T2Z"K9FT0,KI(608W))9'-(5A<";P"RW/X;Y%ZYRU2JHRAD-M&>S73Z5V<0#5;M9>'RO5D.RUE*1-M:E93H+A0B8FTZ)ZGONXID% (AP%2Z>HEPT3D-13I02-M/Z<H)YU.PY3;.).=4G=>D@ (PH9T4(I.P=K/M;B^D6&*OI56^<C+Z1-MUQ99-.8JPFT6D2+>+>R^HC"-L57FWVD;ZUCE^NG"D'W8K;RWMJ&8>I

>(I#7\$%ASM MW&\$1H:H(V4YOY!F@ (J2FE3VO5&46D03T@^#< M9K&TUH%CFSLLI\$ MH8J^U-%Y-VL;*FO5]*72I88<3 %1)UC;):!<=90I-E-#_M!N' #B(^)S4!8S?F1CM^/I,? +@2PFV<%T%69Q&K)?. \$ ^H*<I'!_+N,0RRN^6K MNG;5#5=@/I=6E_@W:3R=9YLO*1C? IG&D:[N A-F8UMA*/CMK?JXER]_,%MR M=I,0_1>9/Z&#/?>GC_Y3RF9XI9GNP^AL? 0)?/_O&)YQ,A#UACA4*_CCAJWU. M,482JEMT3+XR8T%W"7M7_Q9Z@8?I@+ (2(I#F>.)JYNFD\$VLWXQL#!+OZ/YW> MZ!N#,XHGZ(*IYE&6_CST1R^7;A(#H\$YT+Y1^!SC=IKHC<+0T/_M?O#%;;2-LDS\$[_- (((\$/KHQ?9!2.N\$;_C>K/4G*^_,ND)6T) M(SXX?M&I>S^YI?9RX3JL6<&)A0G- /UY9TH&66L,%/5Q||^+C ?UH6/RY2:R MK=*/M(^TV8B54*WIOI"W1U8KK/K" _> IE3'PM/*/*MJ*'WBXH5NQ&76WWFH7 MB<^QLEA|MK/AA@4MWP|EN7S!*(LKMN^Q0EE1!%SQMZ;A+X")!BR?_J323AE ML? *@.:) ^"26\$|H|3L>9QM46&WU|FI%|B/Z)/OXO?|W"?(.\$/E*|= &TFOD<3 MMB\,T&I*NC8% C%HB\$BU?/D7DHMR Z-MS+)U+JWH+"3L"L4WM5-\$JH_ H6> M4.F 7;5XG4"IVY)8'9.T-10ZO0FX;@^N*P:B"1 6'H@VZ|D+0DYW|ZW+G9^2 M5U51D- :%M.ZK\$JDZ7=1:FZZK9B0%RO%6S>NR=MJ:WRPI+87\$K@K^5+I?B :S1FG9X3^_6UHJ6LXQ2I7L=IS>RC&*I"U02J^_D M"U 0|B1="@<@G3) <9)@E880NXGA&G23|^O?:0YC&4%(,W+/H_ %0-X!|C"6 MZNCU.EY09/8|# /BGFFY5NEROJU% 0-3*7Z553HF+I@GNKP\$^@FZ205E"+U& M? I76,I*EM)01ZO7U9E/7P5J*J*/K6(%.\$ ^E1W4@03IZ?K4-C*U#NHK47** M-4,'9KK9- @H4ZJWJ18W>2._CD@..P\$Q5|*+2=7Q=IN,+|DMRO.AYB^|L\$&! M- ##28HD1=@Z/AK:6:%2SD_*%?&OZ4E9BU-?<8KX,&*D*OE2ZSJKTW<8".G) MN= (VK+.\$5&|<)X@|+0%)\$H5^G4=:@Z-8M8+F*8*WE&ZT*_KID90?20%.S|Y MB8->C_1U#W-1IXL8V":4WX|L1:.8PUQD:VE#-;LH4.:WQ"9ZO9&A0Z,8-5VD M=!U? 3X,CGY(BC2\$=I-LN8B3V4+4#A@DU-RN'M|<%'4!|=|M%E(='5^/EP?I M>FU-? *";0GRI=!U?#I.ME2HZOJ?--R4|TS92KIYQS;RCS('INUM+,*K91(%: M256I|A\$|RIB0RE33>TH7'_+,FBKX0\$7W|HZ/3X35UJ99,N=:M-"X%-AHR0E0 MC.\$&Z XSJ8|AD&Z-BIAP8:?(^7L8YB.8SJB MHR**"B*XC:R,HZ5V3K#K\$'1;8|+*,Z.D2>QWRH#4E117VH;!TB6I|/@M*L<%\5#W03EH1 DP(" + MJN ^92L/V9I93RT!J.C>WC,:QPD!Y2&@HIL>WUB<# 4MW"T64AGE(5NSF"JU M',B-JNE+92L/V9K=&UEUJHN-BBKJ3-O(S#I'175|B(W#:XM:2S&J6469XD.V MYE 76=)R |BF"@Y2MOB0K;GUE!6 ;|O^TER^X0^<S?ILY/D!T,A^PF4<^WQ MK2\$V@7+NL),RQ8ALS>N-D)(&R< I57"9LL6(%V#5J G|#+;R+;Z1RS-H7-X MN^S6DHEJAE&@!E&)4=19TRGHZZFFCY0M,F3KN-Z9%*"5>_O(-*7+0M<(79/D M(1R39U<)JD-,3?IW>H.4,P=-E,9\$2);-YB\$G^-'*Z:WE6V")&M,Q&B8HX; M*.)NM%)10-UM\$2Z#04(DUU'LC3P,E(26= M8Q\$*PITC|HUL.+XIQ3M^^15=S|,,3G-"? USWD1JT^|QM&-51\$|*|89FA>| O ME72ATM6\$, *L5*IY= H(IP(7^^^?;Y36ZCJ=S-LW,? |*;'50_TJ7)|WH@^2MS-*0 ^4B|J8*3'7U^\$;M&|^'(E-;JCM9C M K@8CHHJ&OZ5+E9D:\$SN\$3*HI^E0V|C=.D=6%QKR<#ITFV\$4*%94T84:.N>J M+O0&5=.(2M)6I8L8&:PPJ4Z?,V"FRKO5-M*USO%3UFI;8Y|4 M X*ZV3ZJ(UJD6+V133TD)%/;!!1H52CN6(E(*YI>|CY=\$I7S+|^?Y(K@D(M|42!LY9P5@?J? G<84'5\$C0RG-W+ZF@?G4=7DK-) %C0PF;J3!@=13=:EMI&=_ MXZOZPHL"7|UB&Z5J&AFL0YH&&5.UW:1T32-3ZXV*T0E(F#:/A%|OT/_X#RM1 M^A24C8!UEN@<&3Q5:@+MW&@E;8\$Z1Q5HZFS?B^6"46|20K3(E*\$^U-6@51' M)!!8I|H.M8T4K'.B,#9'05=9'298Y,\$V1T)7G(M2_3QDE4.19.03(,7AUT@X0G4U7"TX BW5W&4J#0457F;:&F'7V|1',5J*<*M?K4 %>%^U68)%^CC(L6S7EVC+R2Y)0FZGM| KE.H-VWCXS,.>GCY4&NY1S43 MJ8|JD>G0)>MCIW9/-""I0IQI 2G"G.G;&|4I'FJ2I XS_V9*Z'^#|&'\$Q|2F M)XSFO-)FI#|/I7(@BSEV,%V\$69Q3O?.\$FN(L?"#O'L,@NUN^J6M7W<19%M^? M:ZM+_)N4B? EMOJ1@?)N&D:[MPA%F8UKKEI7/SMJ?=<|ER-#/_EIS=),3_<>9/ MZ&#/_>FC_Y2R&5Y|HOLP.EN?P-?/00\$))Q-A3YACA6)_T;|G&*).RWZ)A| M9<:" |A+VJ0XM| (/^X'CN\$: S?*\$|W33"+2;|8V!@PEV|7I20_N-P1G%\$W3! MW0(H2W>^J.7RWA4I#FE2/L2)[?T6Z|S/YJ2)_0Q3,@X0Y|)Q#O,?Z)SH?PC

MT/FFKW48^!G=F%V/[T@PSQ=B93A3].9[Y,^#D/[*6_1F86CHWP]^N(VV49:)M^T> \$61H??0BK7[\$->)W/|S^FWC|>/7+>8J+R.4W<5S>M<@?5MF[EYYA-R)M16>Z=V;FKI0OX?ML^5-K:<^X8UEY@82^SFR1IOXL)>?+OIQ;TI8PXH/C%[VI MIY-::B\7KL.:%9P8G|#!XY4E'6BY-5VPP\4W+SX>T(^&Q9^;|K3*OU(&^@M;292)71KKR_4W8'E.KN^<+!&0-/*^H|JWT@8<;NA6;47?KK79Q^!PKB|5G-M.QMN6-#R_5"2RA>;(L?BNNU;,'9""#%G|+U)Z"M @B'HS^9A-.06<[FB|A MDUA.>/_f'6<;5SMLJ.UH108A^B?Z^+_+00S#1+Z2/'2M9GX'DW8OC!JRGIMVA0P9HDXM7SOY%W(. \$J-B|8QS=;|UIV+2&BA'J=VAD@UV/^|UA,J':ZK%JU3M1V379;V| ^UK|'FO-)4D!|NV!?!<4HM73)8\$OKC>HTC(. \$|X;F^OUZJF+&&J-M(>=;HAYL0_5'392H'IPB7W4J?MW07VI34B0IKYD85!?.GT_VD;*W+D8@37\$ MO\$><=>Y#G;&U%:35|J8Y_L_4|E^NFI@ZK!J#L!(H|QVI"#18C-.80KYK9)+,! M>L-^_<|'^^X20MQ@8|3U8.7I0%'5=)_2 M!85MC>ZG5#DY>^I4-"/,?WZ_!DUA2*>^|*\$8*.AVR^@(%!\$NL8IZ;V1 NK1-M0)6QK6;JT,"ZKFW|TS|*!S/03,8ZGB+;=*A|D"6=(?5%*#@7)&"V@:GH|I0M4"4I:|\$IPBFH23=;P\$!/R8NVD85UCG8N_"93>@?:N_81 ZA-8Z*O'MX?8!1:ZPT:JHR!LMAP;DGE0;FP(+%>)-I2L(VZR,J!B3 !HZ NZTC>RLG2Z!9|H0,_0==/=)GN4^Y/M^!|/(@9^N'M|<U36SQP8ZJEZU#9RM,Z1TH4/94<7@95NLHSJB!DY7,Q(MX&5JNE#I8L9 MT6\<81SDN)#B9|D4S|*T#|(M>)TR9(G=\$5_%I\$DA?I>D#8;Z7C(FN\$!(H|JM(P5J&Y781X^23J>VNP3**1\$)TH097-WT=8_@1J=AG*)KDCR\$8R+-@::1G'5>M9Y>K-%A_33>;4%>@R%%%;NKJC)J:6NWP+E!3B4"1YVM!!*DSOK:-W*US9-48MZA|4|^ZPFNJ((+ETW&|RF|W5+@'C@L<-C2 M0S0@U+O%=JJCF.3R?FR67KNA.'!8\$>G5(E)\$IU==NS?"()DDQ9F&M|=A=!-GM=X|NHS2>4+7C*#WMR0:/X&*+Y3_%@DL!A7?7193'?TDE^LG::ZN"#|Y>;!4 M|*W2|9-KY 50L!81VXZ@XKJ8Z< MDNOU1F|?T6O|4^"J0ORI=#DE3^N-2@Y75<|!7_:1H+6N92J.=1M2*GNL(OJ M2"9YO&))-XI'\$(&1JN!!I4LF>9@" @BI#<:QUDZ#S,"/!0.H8ZLO)TI'\$+= M9@W5D4;RN#225;|?&S!/(7Y3NC22QZ21ZK0\$!^:YM^+XB=05SKXP#N!=WJ+M4EX/>.=FJZB.\$)+'^|*Y3NTJ(^"=\$H\$BK937LZ&45SI\$+L=DXD^G|(@,74%(MCP(M9>U.L06T=(>U%*B-5&(:G=|(THI, WBG"KQ3NOB1Y|*|+|!&>XQ2O|-M71SZ\$@9P>|0J<5|I2GVA>W285\$-')>(5 W:J!-1CQUQP?4<*!%2((RT@1; C M=32M9@7B*."GK2-G*M|D))/Z3GQX|+;UW**21?0\$RAR56\$.|W)U8)E*.LF">G<|UNG#J<|>-%"A;5&(!? MC=|(*I9-I54%PBR'>\$=0@4'2JQ-MA@Y=% P=7M1TCK)5A1S-I7"3*8,YYB\$0#&!8FY(:VI#.-*YRS@*%!.J,8RL M\$YH)9S;5|).RU8(O+^A|XE0D||W4YDX|0G>82&64@QR= M-S%SI=K50L!"A3A3V1FG2.C"<)7'2+410H'%1B M\$"VZ*\$|M4A|@FT+|8P\$*POVC#8JTDOSC_SY%<@FG,Y|:%S%N33M@9+NK>4-MUH281:6#4=I&P)(\$=WZ4L*!%*&@_13|N0#;03YGV))+#9_6>' M912H_E-B%:W>R+\$A9=DF)\$@|DXDU.)-YJMZSC1RK/89#=#+5=F M|J:.,OB^W-M=8E_D;3>;YDH)5;AI?NK8+8)B:-8W Y+.S|N==LAS-S+|E M9S<)|7^<^1,ZV'-^N@_I6R&UY|H/HS.UB?P|;-O?,+)-1-@3YEBA;T6<|4^ MG|.|"/LM.B9?F:&@NX2|Q|+O<##?N XKA%@4(?PX2,,_29 M1.P%1Y_H7"C_"^2^Z6L=!GY&G0|OB!/!/%^(E6U-T9OOD3|0OHK;|&;A:A M?S_XX3;;1EDFXO<<>R|@()?)9W9(DW|64K.EW|Y MMV0P8<0'QR|Z=-^|GE N=+5R'-2LX,3ZA^<%^MS(&GE;^4>5;Z0,-W0K-J/N MUEOMHOYJ1?2()_KXO_PU"-,\$OI(= *U MF?@>3=B^,\$"K*>G:%##RB3C|?/'D'4@Q?OX=07_PIQ3ZO\53-N@4='G@O&11 M?:#|P&3M+)-JKV/?SWA"47VU%&RQ18+1MV49_M:(E6@'U|8%^I%KD\$|Z)K MD;-'|L4(Y_D7J>-&=+.I80Q'&?=:1:EBO-B)|K@#BOFAY2NC@O=N\$XJR0' M^?T?Z,)/T/_XZ1WZE3|,#(!(\$ QX|?C.T|R^2,Q!'7+!1DK5Z,5>;^35+I""M,F2)0)!6(&4T=VP'>.,>;I3Y0#W#6O1WLUTMT'4^R1S\A0%I!K:DH M::A|(->TPW)*%?TUK-X(U)L:01Y+M0&CGK2+K2-+*USM)3Z3 UHZ0Y3*5 & MN"HM91K! ?6R!HE.;@"/+|H|2^7|5AV(EG,CJ;-J(MD1SX_S)_&5!4H*B% M+*L%!'6'#16H)US5V;+&XGW-@"I?-:M|T@17>5K;G3W54>4'XBJZDZUC1RN M\$2DVC058%,J9H.LH \$X0|2|(V* M6B+T7XQ_|EZ3@&1MEM1NE! =>YN,ZB.WD)I40+1M^KK+P"C%.(PI2L4F4RA MJ!A?\$8IPE/2M1|?Y4==(BY)ZD_1Q15P2LATKFB-+JRVV M &Q3(A*D^4X+|N.X#OCFW!*>#L(BHXO=YXI>G|/S86WXVAC8RLXX24|0>P M@9'NL*7J!*Q9.@OQNAB*;|L\$%'E.%Q2.NN9TVTCE.L==G|TLU.9NL9X"=8Y*M3*71&WDV"!FU"0GR_"@(&1W#CP9DBOX F@HTM42'UV'NTP:6NMEH"M0PJLI2

M+79\$U'9K2JL#2Q52B%1 BNA"),NN>;0%V*AJ7K2--*QSO'A-PT=:.=F:ZB.
MCI'EL.BN9YN*D(Z3!TI%OUE BG" R1JH08M1.7XSROS(9WH*) \$. "N=I!N3@I
MAO.@.VRB0&&B\$GOHJ4:F63MH"J12(A*D:6WMYBJ.@&[N"Y\$ 2/:8A'^ABSB9
MQ0G/?;+W44#_'8T)G;)KXB?C. HP0\$B!D/(#,#5:=K>69U0RI%B@1E&)U=2I M2S5J:RP
XY2(!'DNM;EZ(F"B^T+D3_!NH3K^FGP\$0A&UJF3H^A9'>'Y10H
M4U0QJ&L;+*BKZK>HZ1ZEBQ;9=F14/-X\$*4!WC%AR_K?8H9U! "%YBQ-LN2
MH"!9M,M("I0LJLHV'59Z:SI0>JNF.RT@1;@I=2D@H#N+#"A<?R?I98\SX<"
MUP2NB4\$ =X=%E"I99+/F95KQ))P316<8P\$*HIVCPUJ7U0G%
MGZPBNJH#SDZ7;*^HT\$JLTU D58MY(#ZT# MZB7ZJOZYAQQDD.<6&<-
OX^'BH'^YD6\LJME.@=I#59VLT1M9?5Q2(0(D5062 M6D"*<))JID;%<#YPU/;
ITC92MLYQ5#PT#I=0Z CS4\$=ZR+%85VWL D55TWM* MEQYRF/00I#JE>^K?^1-
6^Y)\$/H96?.C8JN*VLC).DY)W:&A'UY5U%JJ4VW@I31#CMI2)4R=IFVN>IJQU;T!+DAIAI,C
#E7R+F^>GQK2!TMU %O-YX"E8^J M>EE>R>1JM94<@,^*"
\$7D2(!&Q#,QAIWI3;:G0Q0) B) 0? OWL'7J?IO&8 M18%3H+&0;ITGWXH-
2+CNL*'JZ":YO/6:4R(&)Q6!6K73?)=5E@"C*N'?2V M;21WG?
@5MI2U64ZJVDNOU1JX!Z=@Q_ ^KIDG%% .B93DK!CK.R\$:Y1!%A7X*FLE;AZN;M@1'J*.#1
MJY2P55O=\$ BKD"JE E)\$5REY=:N4@)A6=:0?XCC-UKN*0^EOYYFH-<3 0W?8
M1H'B2B5VD>DG>:">U"8DR.*AKM9<+5*3/28^3=300\A \C/C V<6\$T\ G(M?
J8_7@YD,?D.IJLSBI.0 <)Y0J;T-Q (N\HVC2I=VP4PS,9D;.+DL_ VIIWR7(T, ^6G-
TDQ/IOYD_H8, _IMZ:/_E+(97GNF^S Z6Y_ U\ ^\10DG\$V%/F&.%OA5QPE?
IG&*;).RWZ)A\9<:" MJA+V\$O\MI (/^X'CN\$: S?'\$W33"+2;+8V!@PEV\7\2HO*
P1G%\$W3!WO\H M2W\>^J.7RWA4I#FE2/L2)I?T6Z\S/YJ2)_21Y2
R)E\$O*WO)SH7RC\G6_Z M6H>!GY\$ 78_02##/%V)E6U/TYGODSX.0_LL;I&9A.:C?
#WZXC;91EHGX?1X1 M9&A\1#=BI@IKQ.IX'F;TV;:QZ\;C&I>1BB\B^?
TKD'ZMLS;=D*&'\$!G?O)I?4 M7BY?#R@'PV+/S?I5:95^I\$VT'_.S)E* MF-5>7ZBI
+MU=GWA?K+M.586J\IV-MRP MH.7\H21\+QA%CL5UVI?
8_ "&*F#/VWB3T%2#!D/W3GTS"*3MX%#3'Z0^?Q'*F
MF\I-.XVH2C;T\SL@_ #/I'_ ^6069AOD-'BI>NS<3W;.+VA0%:34G7IH"1
M3\39YXLG/U!2\8K./DG0A_F3^\$!H&I-KGE!L'BHVQLIF?9V\$(NJ0;W)3\9+&[N8S&D.:%
MX\KY)D?L9' YJZV4(JHT3L M:@YK_ :H#3574E\I6(G8UEP)"!YHJPS=ND9_SL8Q,%)
(99M#\$JH\K"%06% M7QD-***;K\$
!=%N4:_9\$1T8YMZF_ HBEV/*3PV!E##D0DMT#TU(A>XP MD0*UA\$O,H\YBLG
"MDU(D%9;I(-8\!2T@J.HB09\G!*G@8WC.618GZ M);DF"KN@27,8H<)
I051Q&&I^HLMW#^04 MR"E\8'?(6)D<>-RE(Y1\$H'YP5??JT0U17ZM?
B@3<52)0I+E7K*:|| (ES5Q(MQG& KDGR\$(I\7^E#S0#I@H9UD*ED@4G2I=;4\$N@I%-
%5XMYTW.I?DVKP;U,2*'948@H-NBJU M*X^ @PIQC-+%C+#9&I7QBT U\S;I8?
HCCB*N?PR=5(%EECV^D>=+#SL.TUKR M4,U\$JJ-A"W>5M6&,EXUG:ET^2)L4T
RSQ);H&M4YMJGCH0/ENCO,HD#- MHA*3Z/1&GEX\<IT4P4/*5V4"+L4#D W9=C^V
_ ^C)@>/:71\W'@?XYOPY2. M+@7*"91S\?CVT-"
<^ZPDU(%BI/#7&V%'H68UIXV\$BBY3NF"1H=&7%#CEJ;K, M-M*L+O)*I
&QW&\$:I0H5&7IO9&B@=JNFERO 0;B7Q/6\)!#>+?9%P_0\VHW&;
ML.#>9FUD4QTGDI;0@ 3F+MNHG@Z1P72(S+ZAUW:C0#:%N-\$"5(2\49)/P+=
M/'E'VD;&U3F*:0_964XF; , \$JB,R9/ ^9;976V(> M**<0SUE BG#/Z;*CF4 YI7C.&1EGR?
P>O9\G\7VR.N;&\$YWJNE;"T@1\5M-5CL\$;927.L=2;:Q M^ ?Z,\BB7\GVD;BUCEFJN.A>
ICX06L91R6C:*NC&F3J_ #RG6^0B0\$W5!8HT M@3ZSN>YGP%CW=JOW?
I+>@980<-.2WJ\$N\I=83.E*@N91F\DE43R@'RJBPIY MWK.YIF9 2A7SGFWD9ITCH\I?
VM",98>5%"@N5&(2F7Z0;6W;4*"/_97"LS
M8)M\^LXBE@3T%^8\9XE84I2T!4"YEDHU:VA!=\1NB%09*AJ5)=W-3-!@TC-MI&@1*
<*3HBX(XP))46GU1F\$,4K= 0%DVU(>*CNLH52E(9-U)/- :4A-QRA= M:B-'9> -1>.%3*
<6^RI.E)\$%J,PE;M&"I04B&T5+H4D56S.QG0TA;Y MUS8RM\Y1U>>)Q3;C&4
A6(2HRDUQO9)64B0%;518(TLFIK0%;E.I,Y6SWT M?ORO>9B&*[AQ">0TX(KU8?
ZX15\$K>4RGHXX8D53(6H2 Z/6JS'F>0'I7B M+1/R2)*_T-
4I&=_YI";H\O(2R"8<#"W6\GIP+'2'H51'B\CF%4WL(:T0D=XA%0=
(D>G#E&'KBMJ.D3I.D0.I@ZQ MN#T"(2(!#O&1D-F*-D)&\$QCCR%Z<5P'IH2U&4;#T4,6
K&-P<7@-6GZV"2C2 M K).!B*X:I+/ A2\$DTI:(?YS/R;*: '_ #<* \$1\3FY\PFOM\4#_3'R\LIAD
M\I-5F,7YT8\SA\$QD)B\H\CS.LKOEN\AVU4V<9?'IN;:ZO+D)X^D\VWQ)P;PV MC2-
=VP4DS"VI_KPD^>RL_7F7+\$Z M#Z.S\0E\>P;GW R\$?;\$58H^..\$K_8YQ1A)V&_1.?G*C
7=)>Q=_5OH!1\VM\=QC0";XXGGZ:81;#?C&P,'\$^SJ_W38OHC"&<43=,%>\RA+?

Q/ZHY?+>%2D

M.:5(^Q(GM_1;KS_ FI(GI#%,R#A#GTG\$7G#TB+|3*+SG3OS%E:+NY"508^
MH2\N6XZI/TO)^?(O|Y:D(XSX,/A%[RB)N:66<>\$DK%G!7?&IRS|>VK=BI(M3?
A|I6>4.DP7;4HG4!!W)((:4V9DGWXZ.E.P'7|<%U MQ?"S=/U>^HVC.M%GR-
\$JN8UI8ZJR@|E90X?<[Z+*%6HEW|;R(7):PIZ8?Y\$ZL*9@=)T90%S_X@V6:
<_ \$@+T|YQVM^Y

M0F'J+ # \$4"F\WDJXZ:05\$=EPD,5&F7V48:UCW>B1=>|C"U^M;RB6JF4;K,KLMD=BTX@J
ML^N"S*XL+YF\$=*W'=T F(8)/I'3S[MW0QF6+-51'2]=U*)GH:UZ14-"|5,%O-M%I
BW&^ZO9%91PH0Z&4%QSF;\$00YG&3 *H%5LM8M%LCD|C"(F5RJH.C|E. MTW:
"|\ED|O(Q1M?A7^BS?P-M0N&(:"&#J0UKE/FT MED-4,X_J2.QZ!B.;N/Y!%"";0AQI
2G"";E)WV\$+N.:)>=(VDJ|.L4S6S S: MM^RPB (5=*OZ3HOY3MV
"EHU?:=T@5W/|HT,**&5 87OU^@RFB0^NGX8|ANS MG\$!&.Y_J!F!=M(|OJ'+VL
M5V|46E)1S1K*U!KR-*8UI('6D)J.4;:6D*>Q>B)@EQ*0|_TZS2^|:?.+KBE0 MCPOUN%R-
+Y>!!V:YQ2P*%|TJ.8FL8,B%!*:.'E*VJI"G|7(AH(XR7.37"Y2O M5TC@X"<<-"RR2=V"@Y|
|/#1 E:\$2X^BOXPB0K&P3\$FIZR/50_"3|BP1G_R9) M7 8.7>M1(+A8Q^|4
4@7:*9,'H&QM4YBFD/L0='G?82H""0A5SESIO-&9;

MQ:@<\$%!U@2+|J>+&G"H0T|V=JH\$=,DC|&%*GT9:|!+>-'*WC%-58.-O#CJMT
MA)@(U"8J,9A,?DB#MIUJAG-EBP|YNEE/Q0^8Z-Y.D|Q-8W0U3|9W?BI>.Z&-
MU*SC5;76\$)N0^|QA(941(_TBQU%Z)M>;2D%H*9"G*EL-2)/MYE",N1&3|^;MMI%
|=;ZZ=ND_H>O*%J,H4(FHQ""RVB%0NE74/J6&O)T%SIYRG*/44K?3/3+
M_6P;/Y\$ \$79/D(1P3|4VOVTB|.LX|H5IU1*UE\$|6,I4!-H1)#Z5\$B4;|=&?!*
MB4B0EO+\$S=41=_)|B&JZFC(82Y MAE #;A-(J1"W*5U#"N|\$08-(4ENDXYN&<-
%5WZ2122!>EO@H@7|!"WHPI'0 M':92JL 0MIA^K0=D4TFO*5U@"-M,Y 3(YNEZS392L,
NU?23TF6&L-L;026M'#>9IN,8?0E9&Q0XR@GUM"LGJ0UU%U*;.TRC
M5(\$AS/J)F;4+@X!-2D2"M,(@ P2&Y\$/D?^)D&J!+5FY+EY.@|VD:CUEG,2":
M0#19=VSC|",IK647U>RF.F)#!A<;PG;M<"W04"\$TM(4T334P+T1KB,(#SQT
M7RC|7^C "?G,XM\$4&|*9.XRB0/F@JNZ3UPCICJL(_3AYH%1TG|+5A0Q6(P3)
MSI/PGFUD7YVCF\$K.^:8?'.S&10H(51B JW>R'5!059-CRA=(LBPZTD@)_<
M%PG_ST^>?3)+/0|"5A\$%O@E)#5'SE""#IP|K*) C:"JC))5!?!5M\$^IGVP04
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MI/E.\$V2\$3M5WMI&7=8Z(+KTEJ-5N-I*Z0-V@\$HNH|T8F=\$9I\$Q#D>_1A#X5"=|JZ5)Y
M7%1CD|;0|;NNN8F3@"1G63P|9PA)XVD8H.6L|WRSRU;S)LZR^/XX+;?JVPX-M|W_|G:=-
_9^|FCT3J.U3U?-9O9&EZWUL--7_9.|%W=|>+A86WJ?NO\$|5-PB"

M%9*JOE1V;V3V#:OX2E4N*A;Z-IT4.=^VNY"|FW@U395W\$UNNWW7-B_Y&I|;
M%|1|/+^9DF2,=-4|C|_2MO/:N93H(925=/I-+8?:7S%FI ZPP"L+K^SA6YZ"
MCL=QMSQN_2V/\$B|LWQ,-,Y|^(?UO\$#Z,^!.QV0^CN<|?Z6?^8_X|ST^3CXD^MR=2?
I>1|+^9=WRSU\$&/\$5YQ>|N_>3VS!:/J(U*XR'CS?_^-UC&&1W#",#+3?M
MBOW;XIL7'P_H1|BS_\$ &T;D)H+_WYICMYUL"RG:VWVK&?K+AM/-*[J%OL M7=2=
FZK/='_SM,LG#QM?"B*J4D<9U&+?4#,QSS9?4L@G-3VKNK9K6C\$;DX&?
YRHW/FM_LN\$RK(1> MX&\$;AJ!=C.^,7 PP:

|^3R81LKCH+EFA|9:D_NCEVA|5G@4^S>'YA9H@^JW7F1|
MR1/Z&"9DG*')&)V\$'VBR8|('A;\$?:H8F3EZ&-E|&+JEF59R;Y;4|N,K6R
MMETZHR_&0N14%Y*2>"0_=.?3,(L|)#^O"-L=(S6_|QRA+.R.)&9WC@%O<"M-WY*D-
0H6CPT W0H7LHK(N4\$5,K|FE!^O=)NQTVG5Z7IO,K MF9"\$,"7?K_0-0W3_C*YGE-
D'PJ;WB-9-&I'9U^|1KZ:6CTH"VV;(<^P';R# MI*:1_)G|R3,GM#'-62UZ4U6;TJO_
3EJ>@ANK|S\$X\$.""SDTR;(:HRLC7=N_4H8&8QLGSO7|X@J ME<+OY_?
>DR2F7SLFZ#_|^|D|ZOPF)\$J/NCN#ZSMQO90P4\$OF JX_|O6-<2\$E M+|I^E>6_OY&?
W=&O?3_ ^USQ8+?444*|1 M?|%+!G/FYM-:'PT3/|X#_)&05<2QG|7Q^XPRO'>#P M>B-
KH|7/;_P\$ZWCL=5QF'#(!|_*6M|?)6\$T3B<^=,##ZA:>F^\$^|9;6RJJEL#>
MBP.F=3%5&T<*G=XZ3#2C/8=\$1,XA|S.6N*W^1F#^1AQ9DQ3>""@C!+P1AY^(
MM@S^6EC';0K3Z&01TT|A|(B??_GY ^2Y8G|IV|V1MI |VXD5<)-.TX
MR,T7|27_:7669|'_N)3D(|O|I9R\$3^AZD_1Q94*:9X63!^|F'Q?G\$SY9Z
M,8|XWQ=G*O*#L86\$.>SF.#CP&DJ4@3KV. Z|H|SL;ZL^D-O-NJ5L7I2T|BM MB/-
Y0|WVT:N^TRW\$KC)X!; 2 9AGY
M*(@&)2T%2O|\$K@.040+*U98#E@3DY!;34W<15B?;8&HOV;?M?;EOM*=+%5.-
M1E\$Z6BWETO_K|H1,0=+7F;-7\$A|2QIZU834;|_56. MQ#CLM'#|/GV
DQ8;GHTGF|9;&T<':W,J**J|_VLB0./@=N"IBS4P5Q?_!_T6-M3|EPT46F;%|+@AJ7Q0QZ)Z
P(QC|;\$;V \$/MBX+KN#,PXY@| M,.'DRB6H?7F-!'.A%N1 |8LX?

N0=0RW(L>B;Y08UTU\$Z_PB@D@*J P5V";J MT^E[A@T@
A#5T:1QG!Q)Y@FIEW44274WB56.*3DLD3?0U 9-%VMHF@G1=+1X
MYL#P3!=K"!N1IS%QIJ\(\S7:'@&UK'!=P9GG&U9L,S4#=#SS/,):!W(4\$O
MWQY9X1E7Y^\$9W5'!|#Z 2@JH#@S/N'@1GJD=XP,0G0*(#@/N\$8>+;9=0%++
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M**%1:2,&)302F) N2#|&=7HCUU8|00B@D0*:S:>67)>"Q *0 \$AV" MGD\A03,C*-1P6IG
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03'7R,,A>/M:*U^JY7FSU#7KG|H#JPS,4S.8A,6^T\,X!(\$H@.+W/O+(XD
MPZY|G@V0U/-)8J40#4NY#>J?I(4R%R5#-!TM(^|=FZ, P*Y_!;E?G0?E,N|IG
MCJK1#^V5H'Y&*;-M-AZ@H0,SH'Y&U77<\$:"AHS&A?D8EEP'U,Q*(D-EX@&9;
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M&Z9T>*D*&0BX_J2OEYK#4'PNX/KC7M_%@T/O?|T\N_ATN=3(3?OH,AJ#2"Z<
M'E*I.*6+(4W>#ZN'HOLP6GAXZ!!'NHZW!Z M2'!4S99->HB^:.P,S.QC&P0O
52'Y@ATBX-(*ZE\$!!U\$ \$0UXOTV1Y)NP4FT MMB.HB:Q4NS>80>(W-H^.
44BFJ\$Z@\$FBZ6P'R_->#/B"RB*G'@UU,4.T|UR|%;'QUX5JF+10!0^"+. M=!N:B\$"*W109
PS",@JNX^Y BL.%9>SB;@T*7XX42,\$>"Z2X4/@BC.Z|?'UD M%;X8/-
=L6|7WN)|K;C^F#BQ\,3R.(5UM80? D"0,'5|X8FH<2/7C>0"DEF|1
MJT1I3)U':=36(NIBX40#49KCU+PH\$*6!FA>0E5'\$?NL"0C4F;C14 ^08X#KN
M#-681K.A&JAY.6JH!O*->U\$B75#-B|ET?BVH>0'0;*EY,;F.+XAY \$AVU;R8 M-
B#E%)!2=Q=7*9K"17HUM0NEH.:EI34OK3Y!U,4B "A|\$6B_L8AHB@N%+ZJN
MX^YHB@>%+RKMR*#P10;GP8*B*9;6&^':&KR02VX_9C8'4RQ^9A,P AC9\$4NQ
MF(IN|5 * *7E6|B-H93U4J=-)^!<)SOY-DKATEV<9/8H;%^OXG=)X;KQF1?'V
MW"!JNZ^7F@U6?"Z\$A=50XB0@R5D6S\Z9I4GC:1@.@9L|/R4N4;B<,&;74EMD; M&5H?
Z|65*"NM5POR.0 ||078ED49L|=W&LL9 OK:A+Y-FV-#0)|18KGI@=-6
M,W=;&4CO%6Z<4MR|G|IB6_""4\$7|?V,|H^B3(GD(UQ_TM=+S4LH/A=P_7&O
M|^ (YG@OZ&R\$S|OX4??"SC"1/W 'XT9.B%?JJS2"TACZ5,SQ;D16\$#|M|%Z:W
M)5M|4T!)BN6PDA2GI"0%00FC|72 A USO>+BR@^#R^B_PR@H'Z7+I7?=DE%> M7?
|WZMVEBZP<*M5|@Z6L:/DZ>ER%UX!&UVI\$&_0AYB*|#AQ(\$A= 1K;XH>H J8,#-"QYT|?
J-T\$!#)T"AFH\$:%QNC*S:%7|D;O\$ "L%:'A7:P/\$ M?56+,308H.EI/1
(^YY&49!Z".AFHDPP%%8%7#,%V<
MJ|HFW1\$1AK&A6\$;5==P=AG&@6\$;EC1H4RT@(PSB"!(\$=EW)G&Q2! 33; BP>
M!8E1),T D@Z"9&MPQ67ZXE;1,P-2VH64NINX*O4LKMY,>R6H9VF:UL91Q-(I MOI
=YRP)4Y+VT>?/%XJFJ|5L56V#R@T4M"ABO%T!D107;Q*R@74|ICKNC*2X
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MCCX+|AS|0NZB)-9FZI?E C9N%#| L4O"IAQ3T3(QNV-K.9"-K".#;|CHI- MW@X;%SD
%+|< PDV=,,6SXR|8|1L/);*-OJF#L4Q *I#8S:>SD&DUX_9 (A. M
42'QVP|3)&\$^ZX+95AM1U+=36*5F(W'4GP#0VV%H4X6UXB)V1RGS.;H)Y9<
M\$(Z!;AM%|+BI"0C:>&;C01M8QP;7<6?0QK.:#=I GZ0% M;6S6\L2P:|O|0F*|_9@Z-&;C<
S5/Y &#H%#-4(V;|!\$6Q|CM5OI)#\$|O K M16P|Z+^D9*#AI*IL6AVQZ6+)
939"+3C>O,1&SH2*+-1=1UW16QT38I:
MA%.2JH|P@.M/^GJ|*00%YP*N/^|U73Q.|/|K);U3|A@G/I U21H",8'^TS*E
M7|3/F'KY>3A%)' ;XBH2?'8-A|#*2(%UW%G38JN|4;Z-BAIU@*GB(Z!!#S\$ M+JM)L>
4D;AHFG&\$4T2ZSE0|M+ZE@|J@.K0W("..8@,VP,0 8CJQ/EU(T>2 M7MRW
9+;A:2ZF|0J,7O=9-(OBFL\GU9D_BBQFHX>(*97C@_I(KY-@7\$;G2K MT5@-
K&.#Z|@|5F,W&ZM1.!G7@5@-%&;008C,H|1JG-|Z%M>|0H|*/9O/Z8. M#=6X'\$/U(S6
H5/ 4(U(C<=>!9 &0V@ZDNCOS\$H\$;K#'%%PP-L%6+,YQ\$4G_Q#@#*:0%EJ|0+MJCG
+2HCQ9A&|TFI%ZPW0XW M51Z+&6;.I=#_!N'#Z&?ZQ_+7%PO@8+I"LS@-V?;
<)>V3J,PG;=X|AD-TM5V?M MJGP0Y|KJ\$O|FC.?S;/_EA8UETQC3M5T@PVQ,K-
W58IWX7*S_>9>L9O&6G-U0 MAO?CS)_0P9|TT?_*67SN?9,|V%TMCZ!KY|HXQ-)L*>;
<0?2WBQ.H&' ;H!-K_9^|F|M&CF|AOX)B
MJ2|512%F0\$P&#0%JET|SOI=;ZXKVN36_92"1,AB+4WJ_2GO.K_ ^Q8#22C8A M@L#;
W@?(BCM0P)G#YH=)|^W7UY=2GXXIK'|#|R,O|%@|?;7NOM0-8|H9_M/4_F7YNQ4Z0=-
%D72/MYDWW,?^O%+EFOTB_>FV667NV| ^E:/Y->V_PLR'^\$
M_+R+_OL\05YX%U)N;XA'W|KU""V*D?^37J5ZA>O|C4R|-'0>&.BY_X
MR_>CI9O|>V|V3_?>_ ^?|; ML_Q;YX=_SZ.99+ST6_Z,U?
Q|Sj):5SQW4W*F(FKW%.0_B=HJR9D0DM@|M8PG

MFUP=Q<|WTCV%,Q4+80<4S;@*B=U3.(NE&NP|L9F0QU'0M!1|_*Z?QT=GP1T
M|%;0,9SQ M\$^ZR)/W3,YC.^"P^C
4NDVVZSRE>L,|>|&|#D@Y*6DWQTF65HQPL;S>;W7JS
M:SB:Z93C5&,ZSG^FUVF6KJ|23|?YO#Q^|O:UVRX+L*Z|6VN)S*E^;U|A+8Z^MA|Y-M.?
86JGV#N>|CG9W67+W1?OS1-D|>E)IG>D'Y+,VY=OS|V+FR1S^*"
MAWPX=%WB|*%C#!#QV8SXDF7F%?7+/CYQ|,|SOM27?"RXZG^D.V|?|#OA=,?8
M^>OB3:1DE0P2|29H|V<@!8BEEA32=6.U>+E
M>+^E,D*:.8FW|3MG@1801V@S=R=>CKIH,^=J,N=L&JO#1XU2EUXM4!D#B5JP
M|F<3(YQ|^(-|1!IVS0N_>"0B>=@Z@T>""F|P2#1|)H/1"L>"|D)Z+D<8?MI@%|G2D
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!X6S!^SK'\$PS|HKI0QP2Z""VG87A(=%*J+)4 MK8"JH3HFB L0,24!(H#(1!T3J
))^:L&2.HYDDR#Q#KJF%"WKLZ8<2|WU#\$D
MZ1F,*:)U601258PIQ<^=JGYX)F55Z!G:T,=*>B;D=ND9B&.ZI&=0=#PE M"?
KZZ6F+G@E%D0|)\$9.N/)4K8"J(3T3!@6(A#^@65<47,0-:=GPG"/I%@
M23U'DFF06(N>B0IZQ|@=|I=ZQK1&C.MQ/94J-?&S<;'W|_7U_L5V//#|7O^M*B@-
*E@KD;G,D|>0365@JZ_^-/(UH!(\$Y+40SNJFZM"?JMAXM"/@UT/X/1<#
M,Q7#;.15;M2#05N2/3>|>JE4CKPX)H*,?!*|J M6AN(1 \$BR8PWJ!\$0P!|H
|, @T2ZS#V43B9^|,83474J: + M/,U(.XLBS-|%
|%TJOENX(&HB3=2@08BB':N)&EG,WD5|9%7AAE1 ^GU2>F0
ML\$+4E"0_|60>EPPAIR2|!FA: +=JS4DLC|)B%^F|JAZ:<+)
(ASP;26)\$;3CSL.+>RBZ4<6LYRF MDAG/ABS'-772#"R41\$H)C)-@Q#|7P B,W9?
%4CR2U2D0%*_D&0:)-9AZF, M:/JAW;@Z+#Z^58ZFFX:?SCF:&
T_V"=\$Q6|'#DB:F%DE:6!'BW:L)&EB;I>D M(5Q|&P%)
|'U2:E0Y*CA)Q:3.3?/>J#0|S|HGF_XB8,<)(+V0@Z I"60'&WX MB4.-%+2&|1THD%
<+1(E*AI^C.6. 6KXZ0\$7 *%+4Q+%A\$ 98|4?*"A>'/ENZ M(% D5"Y4|5A-H,10N5"*PJ|R:2'-
D:X(%)5G/%"Q #3""|3EYR#QH5(!2*H(
M%*7'SEO;^P6D| #6(JT.@*&Z'0(\$*Q3(Z_NW|?;6Y3%8/),JV;Z-G.U>B&'0+ MC;\$H#R&*0|
<=.^!1E(0A:H=*WD4%4"(0BD88_R<=9SNQ%VT"ZEP,@^F M<6B|W065Y?
YCJF&WD(HTAJ3Y^#!@: @8:MXLI&0!|! RE|X#R31\$K,72Q)JE
MX;2'(8|1YF*1H1FAU,6T7VB,I7_(71SZ;N6"IE&0NU"U8Q5-PWT? O4^2A6990%#9?
M0H6/^|K|V)^JP%:)K_L=+0!>R!|K7!;D?E2@+XAM=3(#?7U"WS,1|<M!4!
MZ^FY, _55!T!;5A5QA,W!&T^?Y3_Y+|FGVU?>Q=WM|6J9 M-EL=9+F4@.L'?
3W6@.)Z*M>/L2%(1*"WSW27+%?>STGV:_YZ1T=03:V)1#<0 MNH\$(A/7,OLR\$^_%D'I
;B*0=JV4F>H6 /Q.'W!;Z@;J2F0@M,XG0#>2.7F,= M=-QIA5=E M9WS(:""C(>#4 Q?
T3#29ROF'C(:@:'OI&3V @L|"S-2E\$:8Q?JXT.Z.@HG&7
M(P5=J&AXG.?:4|_',%5@JHF*ANO6U*D*C?M3@*\$A8*BYBD;X<\$;#)|A%A'
M12.85M\$PJ&BH\$0W6.)HQ2VA|Z&B@HZ'BOD,'1(W@5HD:V-&B'2N)&B'L\$C70
MT=@A:F+(:-PE1&'+,AJ!NG;? %531G. *%,9C0@G|,W*E0TU"#BTO\$T5-&(M"-
YF*"@RC?|HJ&B\$|>>QJBB^>'#W_|82^V|^|?W>I=0D93:S4UT=.BEZ1"
M0>/0H4C3&!'0V)&%5NIQ>\$F72AHND""/=0T+C.CZ(N%#1! ML?|H&@6'72N4"!
52N@;BBA"8I^U*F2M*08 %%+(&JNH0EXX8Z\$#("DGB/) M-\$BL(Z)BFG!T6&X2
DT8Q31_&U|MT>8ZHI0R,+ #/G&+!P- 0,&1 T,9S1,(!D&B+6XF>*4<&,-FC&*&QQLI
M04/KM.CEJE#0.'3:L0-^)O2M|C.PHT4|5O(S(-/+ST!!TRD_@_+B27E0W 4_
M\$+_)7\$S#R#BZ188\$# T!0WYF3",QH&D\$O#Q#K|3!AJ M?H;3!@WT,|#/U.=G,|&
(AHBGENY(&DBB&BHVK&:D)\$0T5"*Q?X@:21\$-Z2 M(=7R)HP|D<+/P#5= #-
:),|!"\$;C(-;|!J.'I>|H.H(E)>)NAH, @T M
+0Q@"9B_<#3.-4S:;QB_<^N=P^#J+!%)K;@X*)GA:|5!4:&G=>7?H.Z)F(
M3^8A|CB1M&,E/1.)@IZ1V,-\$(TX+SB44-&YSI*|?GL;D3\$E:L.O2,:8Z #1' M;)K,-I(I2X-
M:90Q5ORAE.PP1S1*AC/ M2Z9B4RH\$ C.M8.9Y%B7_0< (,)-HD@.H P**8!G
V5BA10J5!E!Z!2L;,. MNF\$GT1C+H"J'.3MW "(@-
(5:C:L9)CD2&D*I2"-4A5W.= "W!7'\$DWF'\$H5 M8.88QR)SC A@!!BIXEAB &4 0#\$-
X*QP+,H:QP|BV7@O'U_|<"M3+UWZRLH
M5^I2*S|D*Y"O\$/#HP@&U\$ON0KU"U8R6U\$N|GZ#16H!OM:E*1WI4'M)!B|
(ST8_DY+|>\$V-42KS8|H: M;K;>19H7EZEWHN6|BXLD|@F"&I|VK MF1@|E)?-
XAB"&1*1FCAGJCD1@W+B2=E0U(%>1OA^|B;G<8AE)K@6JF2ZX&QJ=JPF3^2>/+%%?

4'H8C@>QC_GY/P7/H0N[E(_OG]*4N>F^%VLUWJS_R2U?);ODY??7;3#!DZOV-'2 M?
/PDN=QN5G>[YR\Y"#MM_XGY54CB17DN^,-.Q5D\?,F>SS%C^G999[_7J6
M7.KS?/*9/BW79T\A-O/_NPGO+YV\@GW_JQO\F2PC(Y\)-
M_ZO\GA(R\^+=9/I1_-2+11/%E+&8L&#JVNE6"6_N75I>"+:QZS_ ^09VB\:-MO-
/FVGNMG_+U:007\V3^M1D\19HL1=K/F^QC_ELO=LEZE7\QWBR5\&KGO4_7
M^OGTWN9G0?XCY.>=/_;+19X^+
/R+JYMT<;J\45BNBU\47\3J4Y)\S\W906L/_P>/_7A\+_JZ.EF M_M\;W5/_J
/_Y_MNS_%OGAW_/HYED0/1;-HS5_'O.HEI7/'=3;3\!%SW?2/84S%0MB\Q3-N
J)W5,XRY.1P=X3FPEY'5-M=?;W+Z_[UY'.CXI(Q-
_OW\KUSS\RUV,QN9WT\2".VI>._\EL_SA/I/9:I:_MC=/%N?
/Y\ZN5KJ(.0A06\U'L_9/^\$N2*_W>;VY1F?Q8>OP&6R3?.,4#,\$9S/B2Y:95U0R^_C\$
MT3O/^WI>\K'\@J0^1\KQ\5>^\$TQUCC\@-8;E#/_HU-:CM9P4IJ'V'>@;N8<
M*Q>HVK%2W#DSR9&./GP!_<(/_HSO486#&@R?V/'!_0ML^CP:&^Y'&!Z8!=BUQN"S:
M\@JWU%("35/>O_.C?IVA8+R M?Z089T:EFE@Q@"MEPMSP<+977P*.UJT8S4+
MIS!C@%)D<<_"<849_ ^\R,69\QL#U\O=T@S=#!&US3\ _E5C=DNPR9P?KCHX"";!E)\$
Y2@G)#C0T@NT. OTGF6#*MY2 M3V-!(?
KQFAJC#.K\W2K9>O_>F_S*&0S\=ZMKV9\$10\4CJY@89@/'11T4 0<M.G?P
@/R1DZ*)VK&1@A*YC\UEX6)R!\#JH3:H:J^8,#J<)Z5!O(LICV*_
MSC2F/_TL\#Y+E.4(\$\B\$071\$W_)W/A M3WWS+@?4M?L/JH9,32 F)K+*T\".%NU8S=-(
MNSP-!#5=\C2H-YZ4#06=\#3Q9*ZF4EN6<#D2F&H%4TUI&J4Q%"KH((-A(Y8F M\I
L@2=I#3@_D\Q%B'9(F+-:FAH>Q(B700%-#04U3D@;#9Z"H(>*_0P=,3;J+DN\I
/Z_ ^\VZ9I0_3 M::P7?WQCG:R^Y'>\I:H8H7:B!7\34STM>ADL\#4.?
7GD@K6)-6OC0U\#T(I5 MK(TJ6)OP4%0&SC MT)=+!|1-%%BE;6!'BW:LI&VBT"YM /%-
H0-BI\$GI4?2"FU3D@SI+;R*=C\$2 MH&D%-,|O<8IT)ZHY>0>0# \$D1Q1>I,FP\$(>+,
/B/!M\ MM&78CY?4&%40%S=IMMI< >K\EKT4I#)0";3)@DS1MT M#
(.G3IS0<+\$_T,I0M6,U'..@E:\$4ICV0,,TV9*.. M>%(FQ%HF8?)8VE9XB\ (TR=SZ_%&F)
(S2/:0F\2<RK" EOZ79\|Z'N^S)LE_B/?NW3N#3=@C5<3\$^TW81(^,
M7F(*18Q#Y\X=D#\$_JF,PC*&)(VK&2C%%Z+B^?,2AB:
(1K>G\,P<8H2&+O^8Z\IAXY*2&D.B9\$H;,#1"##706U(OG-\$P@&0:(M9I
M6U+%T%^!=4K4F ;K9,U(E3/W9 WD,Y#/\$"CPCYCD\^95<8&=K1HORK&)O"9
M7<8&|E.&1L4)D_*C\$2\^IG MS?J%Y5NDK*(T09ZF<"7S>7JY;@B2"&E!<
M>IYG.9D*=V.09Q(HZGD\$:%8\$ _CVA@!#6\$.=JQFWL;S9J"N(>+A Q=<301U
M#54\5G,U\$NH:2C';'UP-!LXXS)@"*UQ-29*D:;2>&8B*M;|!|T1%D;E((&L M 2"IZF *F
/W,@2DF\$9Q-00P 2OF\OK&PYXA@+&=U_Z6IK>/C,K4>__^-=%B
M=MG1=5HWP68ER%VH..W0 87"|(H\A1TMVK&20F'W(WL/7\F0NW1"H;!S46RV
MCB\W<9?HA!TT* 4LF,SC:<0BTB5#8*H53#5K4 I8J#\$4 MTUC& %+/@60:
(M;B9Z3F9P+:NP%*'7JQQ<|T(W8AP,|YP*="Q"/;D@:>R. M\I
(4=+=JQF\11=DD:Z%PZ)6E08SPI&8JZ(&FXKEKG>1'M\$B0PU0JF&I(TG!48
M(E\&!H9:PE!SDH;SR3R81@ (BFKX#R31\$K\$/2<*)&DY;HP<13>|\$_)UW)&'O
M\$10T9#RW=\$#2\ !*&JIVK"1I> @E#;58#\$_J:-I(AV0E)\$^7FG0H4KX&IYB2- M+# 4&>?
6P-0,&1 TL0:2+X"D/H.)-0L19)4XSZ\6EK0<>HI/DE^93DMOC5 M*P+^3^EBF0?|?
=/3=\$\5Q)#20\$I#P'7'#E@;X4_*0\6.E2R-8'N6YC!UA)2F M"R2(BO1\$%&&H)0\U)
M&A\$40&*01N U""\@F4:(=4@:\$1;|F |WL%,"S1B5-)9)FI'J:6+H::"GH>*_
ME0NF)H*>AJH=JYD::9>I@9ZF2Z8&U<:3,B+E+:OB"?SW':DJXT 32N@>7ZV
MK\!MI@H@_4BJ9OL&T R!*28!G%UR)1@/JO7F\$R!XH4VF3):Q0LFR\$#V0L)_
M*|HW0*8\$=L?PHX6\5A)I@0"LA=*\$1ED+|Y3GF^>GA:66@?VMLRBS-Q2Z&:(
M*-.FUH%N&CWL&#UHJ36 ,BR@!*=H\LF\9\0ST\$(-+ M56U_SUP0-'9'_,*.%NU83=
HJ%TH17#/,/^=*,S02FA3R/9*D\H6@%54QY'%B 2@0*("(C'B?>(TD9;T<&DGH>
M)=;B<73A;U:B:0\$&DAQ(.6AQ...,49L /8Y#SRX<|B1W3G\L*-%.U;R.)'E M.<'0XUCB<;#-
R6&V)+K@<2)=)_&@?%L3M2_ ^X^IAC1.) H,,4BZ@"\$C%B<*<
M"B#Y<\$9\Y)IB%B'Q(F*0<'F/F#&, F)X\W(MTY\5S'-VFT\YB@_)X M%8N6VU'7\$/E,V-
HA#060&1*""^S\$|S4@G%%9/2NZ"3D@G778-IDK2+KP"5*V MJB'K)/T"1'&_50
D1'M)%F!)*)@COJ.-, @L0\O)+F. ^V:/F>4XB&;O%,W M J\$ ^\TYCU\$K0U0<-
G7<*'?!.4EGGG4Z\I5J\DPQ<|4YC?O;L6BY'4.IO!/4
M3EWR3J@%GY3=A5WP3E*/<)TR<|T_ |7\QU13VDEJ#/D*&A5@R(QUB@L@^7!& M?
0>2:818BW12A=B)\O8WB)UZ*78BT)5&|+3HI:L0.G7EU2,'A%/L6R><3KW-
M&H13S"!TZ@'P*@FGF\$/H1"FPA-"IA<0NZH)PBH7.\7B)RZ14(P:F6L%40\I
M#@H,E7AK8&B\$&&L...,5AP7X#2+T'DFF\$6(=PBB,[A!-43L;1)>|TO;W+4N\O

MGVY7FR/HYEVDV>?E5;J=>N_65[,^RE&ZXIU,UL>/42M!5^U\$[ZOJ.W'I@E^2
M>AI2&,\$.W9MQVJZ10>E^,.(^B_:85EPSK";S'%6)*VP-24YD)K,1^3E(?-K+?
0"2ED!R=">|8D#*\$):B&L/5(514T3;F0\%#C0KX M|S!/?>Z\WG_)?O-
0D"K0f&%1\$CT(9XUG5=MNO PI%"2P&HVK'2@I%!<5 Z9(J M!A0072
APEXP|YE.W(7B186Y=<54":QT JB:2EY45(!F,|T!8B& *+FFA%(6I#K@9T*?3>9JZI>
(R2B5'X&I5C#5C)X) M?3Z9QU,50?< #)FP,Z\$O"F<48G%OE|NCCI
M;YIM20,A.@S=#!&US3|_E737J70U\VAAZ_4@S 20!D) M4(HU*X5Y/CX_?(,#+-3
XBS.>Y9GJ7A)/0T%|U_6B|>4=7V,;1\$8U^Z*F5H MXF?AC'._W&2+-
#O,;6Y?:D^SW:R6"T_|R&J)4HC"M9&:9#M&Z*G00G-TXR> MAU@/:CV 'GN"XJ,;_@%TU
\$@-!(X?=<=>,P/L7 HIP\7/ T_|NK |U,;I?Z+8!AN?6'Y1(I+7KE>C01.8SIN0.)"@LP
M)Y>J'2LE*BPLYN3*PI0?341=((YYZS0J,3H(G)'KO\$NNHA8-)D+,8TC6S1;
MS|@T@,I&K4 6(!AQC\$#1&:T?UP@R8^QE+W02#*.\$FLQ^"H/4F:JCY-XSWF^%VL^O?
ELN=C"+ZYYS/Z3O_5_T>#U-M?>: V4 MKW?;OYXG|Z_-V"G2#HI'!)^WF0?
|H|ZL406J_2+|V:9I5<|HWVZUL^G|S8_M" (?0=>_=%TQ3Z\$7WL753;JXVQOBT8%N/4*?
HOR1?Y->I?HMX0DV|?+|4E"X MX^(GOESN|M|V=?PSL%|3J>_6WNYF/;
*RW7QBXJ+7GU*LH^Y|MW|>'MP9NG.)S|MQ|W|O| M,L#l;|H_|BS_UOGAW_-
H)ADO_98_8S7_GK.HUA7/W92|%;O,9SQ\$^ZR)/W3VK(S/HL/8X'+9)ONXN6^Z^>&^>
(*M/3S*|(_V09-Z^OGON
M7=PDF<,7\$#SDH)|N^NA8PP0|=F,^))EYA6ES#X^EWPLN.I_I#MO
M7|4|X72'U>72OLC9LB2|!Z=G(G)V?UKT!)^8P^=0|B -:?BU!BOVC?@P_3
M|+V.^IR'>HU%0#NZ:\$K,=V#4K_.?\$/_>=|_3E8Y?
G_%;UWR^!"YHOFLRC67@8JV.60>=VK*;YY&3.^,S'+,;P04_9^?
-42ACD:#I1B=#@*!|3@8Z&2*^_W; TH2^598&=K1HOTJ6 M)F1V61KH9+ID:5"
/"D;BEL6RH2|Q5(*JI_N\$ 4:9"F5!,YH?:12@?QHJ3 MHSJ9,)C,(9.A#Q9G89X-
F4P8|N,E95TF8UH'QO6XGDHEFOA9.*/=|S<3ZLV4 M|FUA#U_2Y1&%*J-ZF
8Y=&HG#)I:YK":?;J0:T'P'-?4@OECKYH&LM#D@KH M&S|ZG@N.E8,Z9!A/YGPF>4^!-
JP*I?H&-|MQU|ODOQOLZWWE^33|2000_ZA
MDH_YW5,H/^#Z05_?:@&#^%G@^FZO'V/_T|?O |WV=5-DE_>M|:ASB>X8"4Y
M6H<(!/+<=R%*47HE,;@4K1CI2@E|HN5Y*J;A?)H'3I82<|/&<*\$VM>/
M3UN|0U\$QD&/*(NCU_ JFY8%(S^F(IK'"L&6 R(CJCT2!|, @:U0|D|35*K\$;/
M1X%N'U*T03,L(S*@:|7 \$TKH'E^E(L,)G.%N;K 2-48%QG"FPP!*:9!7"TZ)2H& MY|)6;T+Y
N5+%W3*%*4 D+|X|.#"!9TB(7^A:L=J.B6&_(523/8'G8+YN0ZS M'N&*3M%+V7ALT2|
C0M *:Y^F4N&@.A7P%(*GB4V(&=S(\$DA&<77XE)C; MX5/Z)4A.?83UP_E>HS ;8%
|4LR-*@(6A#.!WKA0QB&EC;D(DAI*,#7G.Q M=1P4Z(MB#&>(_J>BX #%Q%PJ\$?
@AK;*T!B!ZWX\$|HOE=IXGHJUX^Q4R>
(WVZRW9=';0DFW|84E43%7F:B)T:OOHX6'8B6SCQ8=@G:LU)3\$8H|QU)IE%B'<9>
M,4R_)=-,@T1:U\$TLF@K,N;U^M56U_.6X?L??O!>;_+P9)MZ_>V MN*N'22W0U&";-
/0T79|5;?-?S E2Z;>N_75C&B)G-J987MT.|3, M&,^JMK>.|5,SD1|H:H9W,X 5=C2B9B)?
5V7Y+(*AD;|I>BP:(1@LB FXGAC@:)-,HL18WHS0W8SZ#
M\$3H: IXNSOZ;9INR9(CQ21| QISQ5Z2+C@#48^QFB*AM_@'RKYIN08J8
ME,Q+IA8=Q)\$ RH |S|L\$3(6|">!NAH(BTPCP6?*E DY?!8EA/_T1LW,#UFR
M^+*|WGH_ ;E;ZGC&"IL59P6,4\$T! X|ZK"|I%/V-W5C#L:-&.U?S,?E:P.&RX
M@("F(WY&,W/* AHG&5)7S|^;0EHF.X!G08E8|DIU1Z|J58PU5_PY3&\$%>T MYT
0RUAJ+EAOL TC" 9!HBUE'A&)0<\$!;,3#_!Q_CO7OW#NH6|%;B1L>,|:QJ.W?
A@(X1@=Z"7;)DA;"E1J&Z_Z|JV\|D9_\$BOK&@"R R M:D 2<8XD.>7AX9L?
2.H7DDR#Q#JZ&:'+=|.0MOL9HV|W3C82F4W8=^Y:@
MGJ'BP0,'=\$W@6Z5K8\$>+=JRD:P)FEZZ!>J9+N@9%R9.2HJ+NB;0!>YP*B-, M:
"HFM(U@2A_%6T|YT 1"V|J#E=\$P0%DEB\$Z55|1Y)ID%B'K@G"8A4V|7>8 M=76-:%(8
O!;B69FC3TR5,%Y#" 3U\$'W/1<"ABP@XUG2W M>0+>\$="&5WR>IDNO-
>|2;N4YIY%VGV>7F5;BD4*7#| MH*|OMB^7Z:C7SG-WF4PW'AV2Y>+?^;E> ME-
YEZ\$ _FO/PN|S|Z?'9S8U,#I7TGN!6+%INQ_V2;4P')D(|/^#FPJ?;#
)6%XDH)\$X@)'AF|S)5N#|70N2?I@'L*(^O< MTZFW68=|DJZXIS\$^P:U8M-R.L5WNB7"|=
S<\$^3R)V5XLA/N2<|^F\$:*|OI5 M8*H53#6DGB)?8RC\$WF=@R(QYBAB -P@F8:
(=8BGB!=KKQ1IT\$#S!,U3^|33 M&"43\$#UUY=QC!|13)*P33Z?
>9@WB*0H@>NH!|"D|IRB\$Z(E2?/E /&\$ENLL\$ M+|9"/)6DDDE73T2O;JL;J5 ^9'^MB(
M3M6.E42*O)_I?"@AAX*G(R*%*4VD2"AXW*4J|@L%C^2:99G*P#C(1=6|_Z|J
M*.&1H@!1\$)\$)&1AD?JH|(.HT2ZQ ULN@>8|1GRH|2Q&.7J.E& M9='Y|BV(>
(8BXJ%W5G7|=^"|8&LBjVP-|&C1CM5LC;3+UD#VTBE;@Y+C*3G1 MUX|:VQ-

0F+:61M2#C*V#W&5%.R1FD,A>9;W("A(6"H.5<3^QI(0;H!Y(
MIB%B':HF9EI3PVF_P:"IZ:FFIM=4S1A%!A#6./3?S %5\$W,(ZC:L9*JB06\$ M-
91>&1#6M)\$2,>M4S?7R|W1Q|M|TVY0F1L\$DCV9CSO@KT@5).HQ=C-\$U#;_M/E7C?
N8XG RYX?EZX,X\$D 9"5".JC+%>H|B(7\|M%#!#B|-(HUG&I>(M|54P
M*/OQFAJC;N;MAH|_O<-X/VY6BZM-WY0S?6UOQ&J.* (9AWZ=NV|B8LW\$A!#-M\$+1C-
1.CBEDQ_N'2'HAFND"".\AF7',PW!'DV*4/YD'#'H&@.8(PZ*8!HGQ MH&J 9 @@@
(.8WAZJA:E"@FQ=!V+V-4M?R|N/_?MFO6%K5 MXK|T,9;U(65QZ+2% P)%!58)%-
C1HATK"105%E(6U8WU(&4Y)%8ECRYSG-\$ M%TU'*M)|55ADO%|<5>?
^8ZIATY&2!8;.=|0#0T/ 4/.F(Q470 HE@-1S)E& MB+7HF?
T@7|J@&:/Q0H|,UIM"Z;"0.!"Q&L'IOD9Z?L0N%"U8Q4_(WUFY^! MP*5+?@;5Q9/RH,"
PD7Z>DHO!"|S/,"% ^GK(;00+0 C%?H6Z0=P)@, BFD\$ M9Z&%2/JAM1:B#I0OYSN=?
CPL5GVR0O?>)+G%KK=;)?)Z|S,TE6R6WY.7_VV
M7.QN'JSSY*K|3;ST'R|)+K>;U=WN^4L.(D;:&&-^%N"WG_W93WAH>P3|@&4
M/O;:+ "DLDP,OS?2_RN|I(7,OWDVFG^(-+=5"160A92P6/+BZ5HH%8N%?7ET* MOKCF,?
N/G,Q_T>#U-M?>:^T UKOM7|^3^==F|!1ILA1|V^RC_EOO=@EZU7Z MQ7NSS-*KG?
<^7>OGTWN;GP7YCY"?= Y8+Q=YYKOP+JYN7L7=WA"/OG7K\$?H4
MY8_|F_0JU2|03|/"IOWTN*-QQ|1-?+G?Y;|LZ_AE8J&G0=VMO=|.YRW_J8OOM
MGNR'CY&_ \$XHGY0|OG>6/FW|KK)+;?KRX8M7#V3 WA|_.8I#F?_ |4=-/
AWNZ>N| S??GN7?.C_|>Q|_)..EW_)GK.;?
MPEDLU6#OBM(YT=%).+IEV_C48G'8G(|F>U!'!%6|'I^\$ M2V?YPW^F\$|DL?
QNGBW|G|GU|7*E9Q_|\$1%:O<=POD^XRY+T;|>Y?7G&9_%A M+""9;--|3O&"??>?"
QN0=%"K:HJ7+LL7Y6!YN|GLUIM=NG56OE!C.LY_IM=I MEJZO4D|7|+P|?
O;V1=DN*ZNN0%MKB^3;3GV%HIXP|GJ?XY MV=UER|T7|T39/7I2:9WI!^2S-
O79<^|BYLD<_@"@H=|. '1=XNRA8PP0|=F, M^))EYA5%S#X^&I*QW=@|Z_SGA&,'?
@Q3;+=2E>|?|Q|2KV+-/N|O\$JW
M4^_ =^FI&M+F8VAD63%^,0,8/T#@!10Y(/D8G|S#F;2U*Q-VM&C'2I*/I3>= M,H;Q
R1"#;:/6;%A(W)V_.J_RQ-Z*(.YD-.*%NB1;/DO)|T""DRU@JEF|R\$E M"PL,"6
(&#*9#RE9M'=&M#"K7|:KA?E=ZD+Q3-V.)OX?|P|/WXRD92/A0ENQ:*E=N1^P3C%ARD,
M9&4=R8NKY=| \$V<3>9R&L?&T3KD!|W'5\$.^B7.-(1D9CT\$ \$AH: MH>9|\$Q<%D
(XH|X#R31 K, W|4#S38'QM%|L(Z',-XU6\$X2|),,0!@V== (H=
MD\$X|M\$XZG7|;-4@G'KDBG<;X|+=BT7(|2KND\$V1.'9).J &?E-S%CI:L'|@R M#_0<9,
(U8("F%=|W|;'50X2'^H2@*1JS8KP|>|5\$!|*SY% B&L/5X84\$*_;4 MTG8OH|0A_>O?
WNLD|_YOLKWQ|&BH6|B0,|2*)"TTQK,J|;R5 ^9'Z)KBS,=0 M*
(VK"12A.X7X|/05K;L8J|LGY30*\$9,B@MP3LH!T=1.@:04T MSS,I(LQ!XD.
Y|4,BF1=B=0V/0=*.9!7"TFI>CH|FF_@|:HL/DY^;C>K);) MGDKY<;/2-|
|H4H4>'=X|D4+TM.CEDW2E-?3.JH|;#GT7'.JS+5NP8|=VK.90 M5,&A,(A1: 1B|GZP-
M0H|C*=KY^>MEJ@ EU;GO((8A5@JFD+5, *#+'#=RTP M-\$(-6^!"OADS|@>D,M;W
MHRK=?| |W)9 Z2V#C) 4B&)*(I= 5|X\$1"Y|1X|H\$%>+0U\$0N9"D 2!R MZ;);:(Q5?
RA='|N|H|("7TH7:C:L9)(R=_F4+H0BL:@=&DAW>&.B)3|!|_
M4V04C_N/F>=YE%#D&#\$>EPF,# \$C1VF44+<>TIZ?:"XC^!L+!H/0VN+QB%2
ML9WNWFYVJW2|H7|(DO5BBV\$LD*A08U;&>%:U_ EPP:Q\$D*A0M6,ULR(+9L4_M|&R
1*4;9H6'D*@XSH!\$%SU\$H1YW.PU+GC1*U4-@JA5,->PA"O4TW&G H8(" MAHQZB"_
))Y0R. U/,(L8|^)2K&Y?+*#APET(Q1_V*-GAFM^H7H:=%+52%| M<>BT P?T3,0A?
*%JOTIZ)A)VZ1D(7|JD9U|W/"D-"AP)7Z) BQI0K 9HCBA? MHC 'B3>DPN0#
\$D1Z4O490CQ7RG,) #2|R"N%H.R'Y-+&S00N/1.X-+E@X5M M0U"YT/+ZD7-
C1HAVK:10%E0NE5P94+BT.D.Z\$C&D7J8;@8G #,'&%1 M))O,H5(!1BI)%,ES9V(|\$AE
Z7D\$9Z_-2 IK_4,0J|@&SK_S6TE_IR|2|//R M*O4^)-ENG6:|SZIT3K-
\$^?|BB%4@5B'@VR,'+(L,)O,08A62=JQD6:0>=^O/ M5#?6@UCE8*|1#+*K3O-
O27L.B(PU0JF&O8225E@ MR#SY!H:&@*'FO40R!I"&
233"+&.\$D86LW2);T;HQ+&.E4STI\$O,10Q4,10 M|>#2
5<3^U:Y&MC1HATKN9J8V>5JH(CIDJM!0?*DG\$@Z4L3\$>J)N2'LM!\$#3
M"FB>E|3\$>J2N;|Q|!I, 21'-3%Q *0, 2FF05P=,B4.|3060?E"G4H1OG2 M:SIEC#(-2%|
<>O#8!9T20?I"U8|5=(J\$|I(523;I2PM)3VQ=^E*B|'Z:%|7| M6!|0#V&;H:(VN8?
(/^J.>FB&S|>|4.PD@ 921.4J|*!|HZ05:G 5Z-OJ0
M%.O':|JZN,6T9(OK<3V5HC'QLW!&OU|NLD6:G>TVMR^UI|EN5LN%I_WYD-X2
MI2&%:D-TK72EF\$U99*M8?)H>E#W?#<*[5548*>LM#69:@KT_H>RXX5@HJ
MD2J8S(-99&M51-M &U:E4GV#&UF*F|^MTJM=MEDOK|R_>=|E;?:J|6V|W
MV9W^>NO|)?ET^|HO?ETFP=7^5|0*\$S@^D%?WVH@_A9X|INKQ|C-|#WE_F+

M.P\B_IY_CE00Q\U*WSB:@>JK5XB>%KTB/OJ W(7ZD>|N*)"/1G71Q\003M6
M"E>4GB3!9B7-"^@#ZF8R;H3!N&X)MZ!GK9&MBB9>\FI+R1IA38PU0JFFE8/
MXLD\G*H 6WN!(;- "0+%'7,6T- D"2.X#Q!JG"";#%"BQ\$M!\L,S6QSZPR-
;"C13M6,36QS^TR-83K<,-G:DX Y '\$IMTLS M(M9NAU'LVULA40YIM
)TVSARB"C##J/8U,ZT#("G)S08!3!8?|>.&2 @19J M:'\$6YEEH,(KJH!O*>AE^JJ7Z7S/\$?
0RT,M0<.OA:L=J%B:&7H;2 MVP)Z&?ZXE0-(22(Z2*XSE2,%B^MXC MQ32&JR-
I8;P8FTM\UO(8)2UO?ON29D^;3W4GZM6,;)UZ2!S*&*OZ4+(X!-O" M
8?"A!Z6*P_#0BA9.K=C)8?"@H)#88>%, "A9NN%0.-,DBH24Q5VJ(SIH.HI9 ML9%|&C+C
!>%Y_Z#JEG743.9_Z*,|@*FF1 W7':)399XH 4-#P%!SGH:+ D@AG%'?@60:
M(=:A:7B@:9J2_5F40 ,M31^U-+VF:<8H+H"@QJ'S#AW0-#R\$H(J':MIF@B" M&DKA&
0U+:1#8XVWN0-IHL3%|OMMX/=U|,F)J1RF4BC)^!6H:(!Y'R2ZAEND "X^?A.?>%#
!6,NZ1(=D+7J-RZX528SU=\$;:O_MH&I(UP1^ 2?*PII *(1@J@Y71,P(&D@2#(- \$N00-
4\$Q(S@^%%=3 LT8Y33V MZ9J1"FLPA ,J&C(N'; UP0"*Y>HVK&2KPD"NWP-
U#5=|C4H/9Z4%<4M=S<%_MH379.&K9))M6#A!EVMT41),Y-UE|#:,"RA'NYL"";3T BW.
CT;W4U!W(7 M%-0S4,|@V QQ.F;:9U7;NRL7=(R"?:(J'2OIF-""?(92O'9/QW %^8P|.D:U
M3,>\$K!|= _!4TRS| %&F=\$S() /@T"EC?,A8@7*4C@D%T-(+M#@+|&S0,6'0
MC|>4=76,:1M8'PIHFK!S4A, ^|UCN,#Z;J!25B>.^N8|+\$O? MPV^7ZV1|M4Q6WD6:?
5Y>I5L*NGIBK7CU'O|_WM|6JYV^0?#OOD M&DG\?\$C|^B_Q.PJOQ?+SP||^.-
Z>,"L@6|L0D)?\A9F|Z3T8!R\|VH"B%=@,BP0@C8!1+"JPEQ- ZA>03"/\$.D722.@A
M6B7K#2F!9EC4?8LLSICG9OD8GH7A651<-W?0K1D%6\$U'U8Z5)\$T4VB5I")?H
M>D728#>=PV2(M|RM&47|F\$H"0#5LPCM\$E&FW9J0WB& :\$G!R2K-FI#>6*:. M0
LUM#B+|VPT:T:J'V^I,6H7N=7|:YX'Y)LMTZS+49FU69BB)X6O5R4KI2& MWEG5|N?"?
|B?O|15\$:T|_0 4ZU@JJ%(1NJI2--(*& (&#(1R<@ SF@80*#-\$N(9&18
MB&1H*ZO&*)*Q1L^,5BA#|+3HI:J0QSATVH\$+>B:R2L_ CA;M6\$W/2+OT#.0Q M7=
(SJ#N>E 8%G= SNNES&IFW#:"6W7L,-:5G|Z0:6B> (%0!0E|QD : "&CH,31C/*O: M?
CMTP-#\$.0FJ-JQDJ&)1=' 5+*K!@*:,+I 0GS/6O(\$)|<63,J&P"X8F#B9S
M/A4^)UU^!*:9:P51#AB8.-89X" \$,-&3&T\$0 TC" 9!HAUF)HI&9HF" -FC\$* M:&PR-
*/5T&#. # (0T1)QWY(*FB:W2-+"C13M6TS3*+DT#(4V7- WJC">E0Y\$5 MFN8P^5&Z/ V5
T!S;(*,8I-Y(_|+4 R0I<'1^C^&0>^L9),9#2|R"N#L.B MBGF|Q\$%3Sj2<|W2:;!|
Y,D*EOM3ECPWP^UFN|2?YV66KI+=|G/ZZK?E8G?S
M8((G5^UOXJ7_>\$ERN=VL|G;/7^)|UPOSJY#\$|3T)^FNE_E=|30N9>O)M,/ZI_6JJ%XLE"RI
M.9G_HL'K,:ZIU_HI7^ ^V?SU/YE^;L5.D'2R +)#V|R:|F/_6BUVR7J5?O#?+
M++W:>>_3M7X^O;?Y69#_"/EY%|N6|PQWX5UUN-G?Y3UULORMS8<4? MA9M_|-
+%UN\$|E?)|39| ^?#%JX>D?|DN?E%QT:M/2?8QIV?WKCV|7CS%(>S
M_:CIYOY>VIW3!7? _^;L|_R:YT?_CV/9I+QTF_Y,U;S|SF+:EWQW\$W)F8JH
MW5.0_R1J|R1G0DAB|H0RGFR2;10_WTGW%,Y4+(C=4S3C*B1V3^\$LEFJPI|1F
M0AY'05.I ?W+Z_YUI.C(A+Q|,NW;IWRC|SU6\$QN)WTMWP7^)%PZRQ_ ^,YVM
M9OG;.%V|%;O,9SQ\$^ZR)/W;:6Y?G0%9?|@+7";=)|3 MO&#?
O>#?!B0=2(>;XJ7+,L4SB^,WF|UZLVNX+_Z4XU1C.LY_IM=IEJZO4D\7 MZKP|?
O;VQ=ZNO%MKB^3;3GV%I1U0_GJ?XYV=T5\X?> M/\$%6GYD>D?
Z("J_Y'NO/V5;T33A>MXF@5;UF(|/|Z(DRT2_N4/L@'0B1
M58!^<;IVK!0BJQ#|XI343.@7;T\$N*%M>>*GL+;QTVFI7"U#&(#J:CG> H3^;
M&.'DP^ _#6L:#Y|-T?:#P7Z(XT@3\$-P&|M(E;U=I\$|Q MU)1|A#>7Z|WJ3W6*F
/9R4&+QOGA6M5|L7T6_M3_G^9!|.0HP3(&C*A9/^7IMJC|3W6O5P3B!;Y'
^#GGFL:3SHY_7+V58C^X/YCJMG81^6+ D/;>'0H,#0\$##4>^ZC!8.^,#J,V M *E?0#(-
\$6L,*U!^L3>583\$'-9+AXE.2;6|@L<(V#G*|S!C/JK:S5BYXF4CS
M,M;VI<*. %NU8S!0+,@|H\$F-4;KR2QY|I-(KB%=JLR|I_C)|H0JT*P2|.7=
OO!B:C/FO5" T8R7Y MPO=3FTNZ':!=Z0)|IR'T*XX)E|X%WU%/)K,13#US1N+4(SN/Z@:-
A9QF8-(M3C_ @@@3JF2X(&=<>3TB#AJ+E(A,D|A^X
MBV)U_T'SO.Y%B|PICXTGZ@ (D0P#)4=&+ ("4(2#%-(BK0Z"(8F2N;|RZ|4O@ M8EK%Q?
6XGDH=F?A9.&/,+S?9(LW.=IO;E|K3;#>KY<+33GM(KX+2H"%HH|0G M=*>RFDJ?
6>+63|-7#THU)|HBX_#%Q&PKCS/_EM+
M(HH&VK""B^H;W,A2W+S=;|;>AVRSN+O;:2D4#7#|H*|OM>Q_ "OP?;?7C|'9 MY_N?
7W_P/J2|/S8|U4EWHL?BE?F;:JCVLI"|231 32D#J" CZ%HL/S_ |/(C MI4FX'H0GZC)7,
A\$O6)|V*YOEK-/&>W^51<|2%9+MZM?UJN%Z5W&?B:EB^; M(-|>/?
3X|;:&YD<*NDIP;U8M-R.6B| #N^I&0S_3P?YJ_|R0RT3H9W)'\$X9= M|#,,%?#
(/V%1&M.\$HI^D)Q249?*P!R>))J=|-3D-G8.'!|0062=@SKU M-NMP4-(5!S7&)
I@5BY;,,,+01&NG8Z @SKE|,818AX*>;&K

MFS9HQJB!^D>Z6FUS5/SC:I>)+TK[@03CZ%](LD[C?&L:OMOZ8!:"@4V=U.U
M8R53\$P;%3P-FJ^|+|?D>@ZHI M5Q,5(-
(1AM8"1&9DC2R0)#C<4=^19!HEUF)K=&EOYM/6F(U1+O1+FFP7N;D|
MW:K\AU;HC|HG^R6Z_WWJ&I@J)WHO6R(Z&G1RV*A&.K*T<B4%(I*=V+
MNR"B(JX585.,@0:HFA-1D2A),,,P6(C(BH*)C,U51Q2!C|#B33(+\$.#Q45
M4Z1#VJ"QKAHB.3D7UP_E>DR1;J'P,(IQJJ4QA6HE,-6=;F(JA:VI')CC.SK@
M&02S,D5=W-W>KI8IADOC>@R7QO5CN7Z,C57Y"[X(*)=7 MJ7?
_2OAZQ@_1QHFR<^PR#-\$-I%=-JK*(7YRG>@PXD4VJNHVK%2U2+|?7O589\$4 M|57=|"
|7#58^E^BNSJ??^_6L*//T(!KW)T8O7Z7;2\$7OK&H;N: HY'A9!|9XVA@1XMVK.9H
MHJ+SJ*R%#)U"2!!G+-B HY"XY&|7(AUPM'(R3R8BMA8LE(:RC|^X2HAR- M5CU->4F?
T0@P9<#2J<\$82SJCO0#-\$MP-'&O);=D*@(ET(Q14_/+'<.0AINAH/HYJS-"@TGI0-
|2Y8FECH+2Z!1/\$:F&K*TL1!:@:\$23AT8 M&B&&FK,T<0@@#@0-(IB%B+98F*E@:VJ
9HY+&,DO3C9R& \$N#5>;0TQ#QWA(%
M52.M4C6PHT4|5E,UL5VJ|GJ:3JD:U!M/2HF\$=:KF>OE|NCC|YIM2A,C-HS=#!&US3|
_M6)C,TA9)0_F1|N^SD((X&3D>#D"2M3 A8& ML/0!+,|BO&?YEHIWU-
-04/%^O*0@F(%@IGTJ9HP* JAF'+KVP \$5HP14,U3M M6\$G%J "J&4K!&E0S;5 Q0+&0Q?
\$B|VY MOI"C13M6\$"|A_JF*N;_ ^804-&IB.B!?,E"-NX3M=ROE3YKNZIO&YE,34;#N
M/Z8:=2OE&.(0R%660-#)MU*.9 \$@#0,(E&B*=W*^6H*>;^ENR(H 2;,4ID
M3%B9D6YC@AX&>A@RSCJR3LODSCK\$.B:J=JRF92*|M ST,..9Z&,AA'*<_4:MR
ME/PAD_VH,P)0354.!X@RD\DD-\$MHX?Y#P0.8P7*\$3E,CA8%M/0"+|C%\$; #V,0S|N'1
OC\$\$/0|6.E<0+X|#4'IE0_3 M O\$B6R9>F.A'MST U32?/D"4*?'"=(.HQ)@/
_44XH6%0\$LOT.(LT+-"O\$3|M>\$U95|R8%G=Q/:ZG4EXF?
A;2/C+3;9(L|/=YO:E|C3;S6|Y|+0_'D);HC2D MB-
M08C,YF7,^#82QG+^6O7I0_0'PW,NW65R@+V) WQC1|UQP'#O0?#-=PYX)
MUE.@#:LHJ;|!C2S%S8|HMK=>*^3+-4#\$S|O|Q/?>G|)/MV^|B|2|//R*MU2 M*\$7@^D%?
WVHO@_A9X|INKO|C4|#WB|)EB7>CYN5OF7,S*TM55%H#T)|\$(&X M7CE0J7!?
JU0XVH,(VK%2I<)9,2XW.LS*T|!4!1+B\$!D#(\$D)@&<75(=A|JP2K^ MX>1D2J
9%I7>.H=BF?#JP>'=(;L=5F!(*P1|QN" M:K4"E4'(2B^0T!/NT0I\$'BWN8D ;04""|7&8
M5C/K1,T)|65"#|N(IU%|Z"DI%22|JG90U;!%5H0%BH2\$%@(H,NMW%5\$!)0Y9
M3>^A9!PGUM'5"%WQ|A_Y9| M?YU@5\$R!D2-JX+Y\$=-7\$!/?
PL';\$T00%Q#UI"5;\$T00EQ#*293YYQKNB:"
MNL9A4B0FFC!AH5:%1,&)7FWK'6+.'4,6E\$PI=T"H1 MA"ID#5E-
JT@(52@%9A"JM)'ZA"W/ZPWMS>M%S7D B*H_KS>T-Z!7"!H\$@HI M*#H.H|@'C(8"
(^/@T,8@W|C>(%_H8BPCY|YRG61?O_Y MWZW3K'>S83JG)|##?:6P^A.E|@&
JN%TF"@L0"0P8@@@,IL.\$T5| M)\$&DU7)=90WD=3*&^)ZK3\$J;QQQ-
B.5X#3D;,:H08#POJ4/ERXXF|@J M9P-#VC1D-6>C|'(V\$-
YTRMF@/'E:9B2|X&RDGWO**8LYZ1(E0-4.J|IR-I(5 M(IC@ @@,N)L)"^0% @@J>=
(,@X3ZW V-Y|5(-9D?C 4K::|SL M0\$QOSOM.92O|_B^7G^5_S/Q|^&^;T%),|_-
=+O9+O7G>9FEJV2W_)R^^FVYV-T| MF.?)5?N;,>.D_7H)
<;C>KN|WSEQS\$EK9!QOPJE'%|3^)QDV=Q%D_O,D>3_%C M>G:99WF_GB77^IMK|H7V
_O=|J_GR?OK,W:.*-%F*M)\WV*| M66;IU+/\$=>>!=7-^GB;F^(1|^Z|0A|BO)'
M_DUZE>HWPB"?8U,L32\$'ACHN?^*YRW_?U?/P\$=(2KU;>|N;S5W^4Q?;|I< M6/%'X>8?
O726/V|ZK;-*;K?IRX^;_ C??WN6?^O|JY-),EW|+G|&?:|J95.N*YVY*
MSE1\$|9Z"-=1NR6|623KJ/X^4ZZIW"F8D'LGJ(95R&O>PIGL52# MO2|?7O>O(YT?%9&
(IU^^=6N=?V2UQV)R.ZGM01Q5O!Z?A\$MG M^<_IC/9+|;IXMS_9_)|?
5RM=1!UL.+W>H|AC-^PEV6I'^|S>W+,SZ+#V.! MRV2;
|G.%0^R|_S;@*2#LE93O'19Z"@R|O-9K?>|-*MLSJ'&M-Q_C.|3K-T M?95ZNM3G:?
G&OG|;91'6E7=K+9\$YU>_MBZS%T??0MXGV'%LK!=_A/-4_)|N|
M;+G|XKUY@JP^/N2YP|=(P!(CZ;\$5^R MS+RB?
MG')X|>>=Z7^I*/!5?|CW3G|0M^)YSN&'O1EZ_?_7R!00_U|SX0/2UZ
M,DZZ3>='D=5EN&|+(Z\$<")MC?S*7,UXB;/:|%|OUU6KFN;O1I+=#|ER|6|H MTW*|*+|/-
IF+67S8R?<_WH=W/YF\$,&-|B-LQ::DAN=;_SJ)#T1^:Z+N 0GS.
M8BW%CIV=_KCZ"\OED*J+'OI8Y+Y|ZD>TVPIK@G=CCGEH,7|C P(6ADY;=T%:2ONDYT
MC%V1EF|B-LQ::DAE5W2DJ">:\$2D)=IR3TH_OWY|6I@?H>QMNG3:EPM\$-1T+ M<
@IT_D1BN6>&1,!R-/ %J>MIN%E7.6".5."
:3KU1FLP32J\$/*X/V*MDFE0\$>1RE@!/RN#;2/6:% M:2K)\&1N0=+%;6"F'J\$/&G%
(!%*AI!S7/LB|,UPO58N-V(Z!D\$"@YQKLP|ARA\$D6
M2L^A8AS(U>A,8W|1F582TE%"S1AU. |IE9%*=\$SHE3%6|^E*=.B=57UG+ES0 M*|

(J00)#VC1D;-T2VZ57(&GIDEY!1?&T%\$BXHE?49"XPI@. @. <:N, #|'R8!F M' \$D!B
Y2JXP/5?S4&P*I/0+* <91G U5"/73P=5BV7D?/IPM|JFWL^;R^4J
MQ<="E@:\$C|&0#_6*2W|>.*!7|I<\$U"M4#5E)K^0_<[8+(9ZA4;QO@YDYI?
MD9"O.,R"@@XF:C.F2|^5:'OI)271&H:@=5S890,Q;E.;>.*@9-U!D-+>9
M.;F'4F#ZATGT8|L6Q#04*^743@|JZ"H M(>:Y(P=,#0^AJ"%KR&JF)H*BAE(T!D5-
*_E09)VI.;I^A7'9CVT90%3C=4|' MD#)
<|1XG+|8#U^KV/!"B|NHCT;C4VB)XL)QRB8^9!D MZ6|C_9@FJ|V-
5|3VG|+%,H_M01|W*_TIMI#1U&-H7DBH.*"BH>#DI0-N1MB=
MU0M#VC1D)3|18AT1C2@&_0O:_F>,M(AJWQ,U(I37R.RAKH*PAXLYC%^R-W5',*1-
0U:S-|%=|@;*&BOL#5<0UCC,MD>*6A35"|:-
<"40UEDL<0,I46!/H|M3#L=)02HP6*4>%-8\$NH@\$MY-'B+M:S MH:L)|T,AJ|&-
CWSX=/_D3+OW|F6BJG=HB820,U#1W7KASP,8%N;9|)PZ(,MU#3=&|*2CPGV LX+
G^H;;I9S63"QZ#2>%I*I+I0TP1Z=!/4A!A) U U5M,\$ MD081*YDA!A"- \$43-
U32!U\$CB)8\$;D-0O)!E'B774-\$&LU32<-FI&J.:Q3|>,M5\$*#Z330T)!QXMOWP=DHJYP-
#&G3D)6<3>C;Y6R@H>F2LT%E|J3,Z.O'P4-M3N_6UW=;#9,?|KZD&;/U&|B(GI:|)0
M"&9F;T!@*HA71,%!8ABXR0;(!H\$ MB)K3-5&X1Y(Q>PPD|3U(K\$77%,."S?
>T0UUC.W'>L;>W^;UZ%|L3-|>3PTN MZ)N+-/N\O\$HQEP9S:7+C@;23FTI
U9#5OLY|3S+M124%F<|!"M^YQC+(WK|\$ATPMNH8@Y\$C(DB
%5CWD;Z!8@\$9AL!1&+C60%DCB0U') M=7@;R3&6AB31X)2W&:G>!@-J(+JAX|X#!^2-
M#M4&(:T:FN)7BK&_J&FA)JH(N!+J9K?F6..@&(8URZ|I%OV)W #, M:=.0E?Q*|\$,
<0RE\$8_Q<^)IAB2"/<9@%A2U/ (IM30!&;JE|,T44J83@&-N MMA890!D84(Y2;;&8S
_D)8\$6:FAQ%^096*(=|_UX3XU2_G+W.=UMB!;MJ1V6 M25/2&\$O|T+6X=.&1
|XEUCM@RV2*T+5T;AJWD47662 M<9A81S:CBNF_\$6W4C%
(VTYR7@2B&X)'1RU,ABG'IK*4#7H J'E>ZZ*""7\$-YL)6VA-MY*C0184Y5
(LX>H|5(S#N%KDR7X6+VT',T91RR_+S|O=E_M6(ZQ+@L*%'(DR
MQK,JH|C%R2*Q+HDLH:L)E'V8W=%-P(E2%R^A4)TSF.;G&=ZL1=:%R4RE.B
M:20#TK5!@*H=4#63N'#?+T!D/BT5(!H\$B!HK7+C/"B1%M#?? \$DM1(DU.)H|M-
"GF|M+>LC5&@4N>J"UR4Z^|'U;YI_%^W*STG6,63%VR1FG9"X/LI?^REZ/P
M6BP_/_SL@^/MBW|7|ND<|NL.Y5(ZQ_->Y G0:N:YN|&G=,6'9+EXM_YIN5Z4
MWVW,SE@TGN(VS%IN2'UWLY@5E(KA(ZG"RB(PDUC1GN'#Y#40I18BX%2
MFH%BM%|B8U0)66>@1BH7,F&@QBB?H*L9&CH#)7P'#!3S|3-0)HH#0:*,5<, MU!@?
XG9,6FY(|>|@@:J2P8*|>&3|KRO'Y^V&"@F|+)?OV20.:7R,4#5#J@: M,E!,MZ%-E?
D">X!H\$"!JSD"QL. R ZQ1ZSN2C*|\$.@P4*_K4V.\$@;TJH&:4& M*LT^Y?_ (^_YNZWW8??">
IQ9|U*9TUZ?FO6 ^I\$ _JES|1.ZOZGINYX):D7H,5 M=J,U@2%-B9I|LYJU7D-(A4R)&BXT41-
#*N0P'6*=\$#5J,H^G(C36^;V/P!0 M-21JN*|!Q!2D0@"1&5'#V1Y)QKVS0%+?H0Z1
TOFM4"8Z*X7U(ATWHQKL?U M5 K6Q, "&35_N; MZTAK6:P'52% KXV -M#XRT-:8:N*#?
SU"7_/AL'<11@U%:EMI VK MDJF^ 8XL!/8T:D 556* @6J M0)\$O,7(9*#(C_85?
0(DS|!OU'4K&@6(=_EX4DP8X|7|'8;'T;9,U8^XXPHYQ M=!R1|V! |9&<*ML#0QITY"5;
(T0=MD:PK6X/K\$U#==C08U|6D846&=KKI>_
MIXNS_Z;9IC00"B9Y*!OG>=\$KTDIM(.HQ>C.%U#;_!E737>1JLQ*F1&D128K@J0&1(T|0:
MCB;%|4.Y'F-Z6^#E1S&KLCRJ D&V\$|J\$ _F4=LROU#)J@?LRN!O.Z1USR>#5D!
MOR#HZ^A4P,|)\$"P=!, \$AG|R%A2"X(Z0-JXAYVI#>=^O%W7:7+9.5|WJS_KC: M?
\$JS9)=N*=0H87EQ/Y?HQ-AOH|?>K=+7<)=O'Z>S+ (->WF2W:#FJ M-
0"&Z&G1*^BCW1:W(6,)=2"L6D0VF)Y>T:F 516:@51-2*!;B. R)#VEP62 M
MIM(T!2"U%B+08_UC(6'V-ZJ3\$-ULF:D;8<-21KQMA|3>T'#GTWLH%6:.L
MDC4PI\$U#5I(UD3^9JUF)A!T=1_WC:HZ5/L8@"(XWSR4\$A
M+:=0GN4I*_S384X7Z1T:PGA|!!H3!H":YZ<*1SQ'28!&***D?TU6_+Q>|FP09/KMK?
Q\$O_|9+DV>O^0@XK6-).9708GK M>Q*/46UQ%D_O,D>3_%C>G:9IYZ_GB77^#>9?
E;_M%0+Q9.%E+%8 M|. #J6BD6B(5_>74I^.*:Q^P_XN!|_VK^?)_&LS=HJT X%Q M@;2?-
JG'_+=>
D+U*OWBO5EFZ=7.>Y^N|?|OT,|.M"M1^A3E#_R;|*K5+|F|&F7H|7"@IW7/S\$E|M=_MNA
MHW:V|UL|O*?NMA^5^;"BC|*_ _HI8LN@ORF5|GM-GWY|,6K!S)CN2Y^47'1
M|TD|C'W9_>N;|P|>|4A|/_J|G_F_E|W=?@|C_S??GN7?.C_|>O|)..E MW_)GK.;?
PEDLU6#OB;O9|:-;HV(IORG&M-Q_C_|M3K-T?95ZNO|H%2N?
BZ)RES)^5|ZMM43F5+^WK_P61|H#WR;:85M>DJH)?\$MZ:_?GQL:D)UGZE>RT&X7|6
M:HR10DV=_V<3(PQ)EU_S&3BBL(XUYHT5UL|,\$|.||UXGH|>S(\$>H3\$Q-|96<*Q<=?
FJ80Z(M.I'QGF2,'HD;XCQ3B*>Y;Y>3J?|'KY>
|HX^V^.;L:"3|FPM7X75?,^HZKA7I#8SU'\$ID(99^! T2!0U'PQ2,SV#HFX(-0

M:B%.K"/CB75U;A;;VNU-E;IGI;#-F,#=0S!(Z.704(=X]*#"P>432RL4C8P
MI\$U#5E(V<6"7LH\$ZQ@IE W&,R/I(!+!Q&%NP!C"!Z#FF#HFCG*4F.IB!4H&
M@9*C\IA8:H=BW 8+J/0\JCM%J>R7K1I7!OHE@C&M\>)Z7\$^EN\$S\+R1Z/= #
MTO200",3TGK^+B@/&X)6ZGVZ:BRFTK=%MY\FL!Z4;X"!%FJ\$2I>;@VFH;+7Z M
WY\@M^S07#@ (A6>JFIO?;\$-2-M6!5'=>(!\U=HDV\I R+/-B^O&HY(MEQ
MP/6#OK\5"@3QL\#UW5X_QL:@\S_EEZV6UZGWXV:E;WJ+IJ#:\$A.BIT60T(Z& M)=Q?.A
7:(XAB*3-62END2)808*Z\9\:@ZG+TBT!'DG%\$+N^@(4L%DSJ?^ MD,: 'E2-
0=6P0*#"W0%]/58Q^((#(D.N/"B0IVHT=0%(+46(MVEYJ\0KCI%\$S M+'*^?9X&K4
\$CXQ>WHI6()?)>.W)!UL08E\$O6D-5DC;)+UA NQ(V K(\$(^]24 M*'+3"R1\?S*7W#B0A71_
AYMA=(^"Q'B8^,,"DJA=(^#R'2DF?+J#2+Z@8 M!W(U^!3ABZ(7R+@HT)>H!XP
M"!8"-X3_B4,9Y5?>|M\?;IP@|@?B%KR"H^M1?
@AQ"^4(K('J79;!44!D_+>:1U\4O)VH>G:9&|K0\H-;<409E":IM_@ORK MYJR+S%/I \0<1)
(REB X=.VQ SJ&^7K2K=-J%08TI". M8:R@8P+(6VB\$;P_YPJS;EWS,7'\$S4B"H;!Q
MZ;^5"\HFLDK9P) V#5E-V4B\I T4-)U2-JA.GI86J4XHFW@R5U,>8G\K0-6<
ML5\$;1"PPWE@#\$ T"1,T)&^|/#'0T#2<9A8AV^AC/=|Q32'H(&B0TD-A@C\^S M\I-
;2/'UO!703%Y;SE5%(GY 0S&3K%JU\XFKK430;N\SZUZ_DG!)&3AKDPJ M(&7'^?
0/I16L@\$)!&8&& #GCSA>R2.;TP<|/;=|=|M.VDOQKQH\|<"W0-I0 M"IV-LX:L)6TH@|
|&I<#L=|)&0&=C|VKT|?O30=T3Y<;TY\$AI.UG.4H:4;MT3
M5?/)RW>CTTM9@)01^)^XG:9D;AV.NT!(P&GH4:*(BBHIA &J*|IJ_QM=?XJ->
MC\LLVWU),O2F@:C&-7YFBGO5W*\$3&_Q,T>:7HBV-BX;LYV=4FU_(20PE0DHTE/5,%I
B3/M M-L* TM #Q2:R&J9R>HM(NT\Y9#6N\C00TSBX9>|=6R&FL>FZJ06RAG&C9 T,
M:="0M60-"|R2-1#3|S\$G6(!%YVH6(=JRE84AM#PU13;4T)4CI:FF8JDTMGZK0 MTDP6*
<|V\$691#I?R_1EP<0TN\H(I\$YH99JZ+,#0SKG(QD\7,8)X3A#.N>'5F
M@80A/H0SSAJREHOA!,(9ER(UN61^~|HF9!1/NPZQCKD83H)+G5)99;)<2D\$!5 M-
ZAJ6=/\$98\$B4B&) (JFB*+V-4V!/?^>0M&N: *6A1XI:;IH"EB5OD*P\|8(4
M\|\$>Y('TBLZY='L^!D#5#:A:B-O^9Z*JFROOXI ER<'|/?KJH&"TJ:YTJ9E\^
IB@Z@M+'IO\$;;9\$W1 M/%B@'XV+AJPG:V0QW*FG=D)0VGP/!;XD\$-180Q&%?7 U83\$!-
T):&Z\JS\6\$ M1(%(!&YGN0&BKD#4GJL)*=S1.)"D'24VX6I"5@SDUFZ #Y6-PUS-
1)4U&ES- M%#4&\$;-8=-|' E<3W)&E&@B.BS-4#1*%"DP=9\$<\$@C@9)VH-
B(KI&S%5VP|=6>!KA |MC;.&K.5K!(&VQJ6(C")V+Z_;/.*HV)
MHH\|PMS_861R>XH>M.%E&Y_8:'Z"Y>+5#"|QS6D6/4\3_(Q-0Z'P^&.!4;: M0:")OL/"7-
|AJ&H(^?=>001^S7)/GFOXRSQ_H_G!L:YHS-8\NEGOW57=% M-<|B:Y-
^OO_9I>T=BL^7-AB<<+82"|^BE8WW(K_R7"||>|_YF* XCI/-V^W/ MZ793_9ABM@JK'_A
|<|V;V\N9N=PZ=X|W(U)JPVINKG218CF.VY\$GG(98:25 M\6N?|\$,B).1L%:(&)JYC@T0=K-
D0E5#(V\$*,C>/>C;|Z2M;/S1@Q-9(:A@33(189FHH(@ MS+
:BRK(O;UJ\K;)#9I&HM6.LX:LI6FD;Y:F@8RF5YH&2<;3+D/\$"\$U3OOI(MDCM#;!S\$#4/-
<59:D^04Y!\$J DN^(E@JH, 45MP<& 2H=1')-F!3)%9/BN^U@ MH'6!UJ4K)F6*N7|
(7FRZ;6J!29\$!!"_.&K*>20DA>'\$I%(/@I9;#NVX"XX4 MP^@A
\$2U\8)3AI1N%QRI:D7+A:;H@C-9I#S/N4C 91!PL1?M&>AVDS_R,\$ZJ M:4I:#LG'+#U\|=
|V6-)(7|L\X?UOV\3?:KL,S292Z\^&P.EH)QRLDS\|P, M\|E3?6-@R-X-
6D1H.9)TH7\|\$=)Y':!:"D*Y0\1\AP/U!0@/H6F*7"QQ*_T(7X;K4Q1
@#=#BTU/SFUP*T_VY(4A>S=D/;<2%=Q*4|?<
MH'L9'K>"7.)H_Q->0Y\7\LO4,XA#\$NA6<0QG1Q00JZK5GBQ-S<4^2XW:Q\$
M*4%*LV;)DW""V*N>V3Z\! 5!&H1G%31\$Y.B8JED@TC'-JB\J:
MGY.O^X/J'?/#QV2\NH=+;+|H|FR%W;AQ+@HS&'!>VF!BBD:| 60T+AJR
MEHFAQT\:/F@(*Y'@K!DK6?9XWTXFF7H:/%0TELQ6;|PC3D@JUB(:2@L0 M<J G-
\$C60S/1(U" 1>=IU2/1"U!1S9'U? M.)V,!*BZ 55;HB92UVN)\$3H
D2Y1(PLD\0A(&CB2M(/\$)D0+PNB\L.87"; MWL?
_F^S7.T>3X\ZVHH&&AH:)YQU9(&:862V\$@N*\$4PN&K*6FF&JS2|=A-#0 MN'%FR"4E\$-
'8O@%%?7 SC,U6E,U)! \$S4-6:G&\$\1O&=" UFTD#1*%#4GIUA M00\$EZ;@B
E#J(!L1,^H=-Z":=,ST-\$X1, THYKIG9\1&9\$|114!I#,VO;6T MP<|
(H_P,#&G2D/7\3&26GX%TQ@P_@VXS-N\LN-N.TP.HXH?B&K=1*0\$*=UN M,|S/;|H(
*DG-9NAI\("K8 7U^|B+|@ST6^&TV&<5%-4QYS'ARS=';R_ M9KLOAR00\79_FZG
Q+M(LL_I.MD\;8Y3\|S5-F,.\$\8PK;E\X%L@9SM" QEE# MUI(SG*;!C4NA&_&7)%3L3
3UC#UVYMOWIROU# |FJY#.6:!=2X\DI0A0U5(I MP\,<163."5J'
\$5ZZADN"B@)KEUK"2@-/5)LHH\AJKIR\$;CM@*.HGK%(W_0C MKNF=OL\$H)XAKW"FQ
9_8\!; QITI"U_\$U@N(\$PQ#6\|C=(69YV1R(=JVL" M,HR<)1#55C-1AI2NNB:@ZG8-
N020GUH@ M:X+Z-QM&-*D(>O)FF,3X8IT&\0VO9 U9\$F@M;'-U=

^M#:#!F*VH/Z=^N6C4 MI20E4-4-JEIJ:8*H0)&/,3U D::6)I#Y>2/GDD^
W0H:0>*3;0VH4KP+4CH M-&HFJ;7IC,R!J,;!+7/O8@OIC4W?SBRP.2\$ORN; D"8-6E\$;
M@#(RH#Q;0R54A^+R5# ' Q36XV(OU3-10"7,=BGN0W2P/ZJ:2 _\F;SZ<_F'
M_3^_LX"@N8EN=OM4?9Z767(='!+/R:LOZ>9P=6^>1ZN.#_ '2?U@2?|COKFV/
M3R\I09:F04;_I11|4PJ7W1GIV(O'O|YE3WLXL?D|\$_-^R_OM++|L'_9E?/TE
M_KI7^_GH,WU*MV>/-_#|S_|D|)R|M/8)CP#*7XM=%A>6R8&79.I?Y<|4._L
MWE6F7N, _I'(C;:P1(F;RM>74A+.-OZ'10=&-YT6;J\$3:^UWV,?^M%X=X>YU|]=ZD6;
(^>.^2K7H_09_RO7#^
M(^3|G;_6Z2:_(V^|B_55LKDJ)&N+!M^X|ASY%|2O_)EDGZ@3Q&)E|^0V2N?#.\$
MQ4|F1|RW|9^_C.00,52;|?>X6IWF_4S?Y/52ZL^*-P|P|>.LM?-
W7|7,W=,&Z;:X1<6B5Y_B|&NS^Y<>W!3.GF*S3E^_||3+?RCM|M+!MS|
MYKMO+_)O+2BQDZ-HS|?PGN?9,8L&8<.R9 M.L:32;K.Q<|WTC,% "QDQOYXI7%
9./9,P2(2 MIM\$I*ZY_A|W-RS.ZB,JQP(=XGQSO%" (GU|0|P.2'A3*
M;?'29Z*C&BP_|7:|>Z0|*UI5N64MO.7Y#+)\$B754*D^+X^?O6/^MD|H02W0
MUME%YE2_=TRR%EL_0_&NG-LG6CWQ_-6OX\MUEZ^_J|>82L(GW)|FWI>9QY
MQP3NTKNXBC.+!Q_|Y|VFJQSG !TC1|1G,N*+T|PK\$IA#?./"J_M_YX^8>Z).
M%*7;,%\$4\$%I3,PNP|3QC2I"%KED6EO9+W*_0_ZACAY,T?WSO2LL9>A/D|0>8RTFZ8B'<"
M|X1S|T3|E@%""(<%H=K|:-UY,28:@F@'|4UZ!@A5F;B(M ?T6D5-6XJ^!ZM^
M>PN:0&|_#AH""@HJY_F4*>Y5<^|M+/_I M43&D590O\$5!0|6_(>CY%#6FE"|*/
X*JN^A\$!1T"O,AH+)XY1%|""@BH=KH MLP!M|&JUHC*#J.AM\$>D
@0C0)\$|24ZD51(HKPLG0:2AH4D|2"Q"5)4#Z-<#<0O#FZ9>_=6B%|LNN_(
EDCB5&R;H8T:F:CIFBC #:;&9N>7=J@8P2T,|X:LIZ.B:"=<2E: M"|!R#X=(|NF8|R-
446FVLU+=@E2FG1,X/N;=R0,C*D/\$?'!+|N'%7_9>BQ MG@\$Z)O#-
S5&%L8PP1H*I=15/@ASF*V)Q%VB4%0-\$H4-2Z MI"GP53:-
SH70KH X#E(8>)S:H:0K|: +9BB|_#M-FA3%- '88&WZT=+TSMH(:&F@
MI7'&BQ;_M(W9OKXPI\$E#UM(VQ#+=+VT!+TR-M@P3E:5 MQGJL=R4_|?
A>6./A/^RR39*='78W+Y6GV>^NTXVG'/J8CHGJH()VD3(D01YC M"#JG^G-7&UEL
"D@0*^#/'|,)%?|(|/!|-*1^ OR'A|D(F5I(3A(Q6U%1-?!L M&% ;5|Y2?
H<<48F<@NU65OJ<.>.^33IH_05_NGGE7239YW2=|%U(2&#|J=-W
MFM%P?"^POM_U4RPX^NG|7|V+V_20>_';7:N"ERA4>_M7U!DA"(C))Z9D&M
M0J+9*E@*\$#)RT9#U:A4Y6Q%_(19=F_3S_<|N; >10_'EH@V)GVJSZ|W(
MKR37"|>4!HTE+0#Q2:<\$U<|RQ?Z!<,0#C'.4U4MH->M."/HA3-ZODE8X)OXD|.XV_--
ISYG |Z)E\$'WP3#Y5YY|+QR:M_53>H:LLWB2.**E2_0-\$44:3!_T4%E B!'&|H M4-
(.%!OQ347!F"@_'RZA!AJGX:A0,"Y|8!=6B)QZ<^B1!=(|,V33J<^9P/2 M*2_0.0T!>K6D4T
AZ|W:X7_|*B|,XZJ%<MZG=R!8I&@: +V-\$VHQL<%)37B:L*A\$X|K)!BB#G.1H>I9O|,73
M1% 'C40=Y-Y>-?;;TK= U(3,%\$#0YHT9"U1\$W*S1 WD-#T2-<@TGG09^O;M
MZ8JH"56UY#Q@Z/4"4+7G:50=X)Q'T\$ 1)HTC:H%G-, #JQW)5_M^%Y8X^4_|+)-
DIT==C|HC. M@NJH@G02FDHU!HG/N="66C:RV !20H!>!P&M|!7^+F(3(U=?
Z&A+|GPV|B M(0P613EI9\$HMT372QI7&E-!1U0"Y^VOWD62?4|7R=Z%Q_36CWI|HYD-
Q_<"MZ_M=A7BHA|.U_>_|-UE=Q_A,&5V#4JW_%Q44H+G(F?*<6-"N"JO=P|^=-M-
&2M9D4P==?1.@|L:5/%A&* "ZR3:31/C0K@L|6T3QBQ&E1-D#5#A:.)@9\$ MH\$ D".I! "-)
BC_,#YLY|9(&CR3M(+ \$162^49H6YC9IQ4?*GP>-U2, @?8N|5 M\$?^G9)/F\$3|*C#IL|6-
Q|R|N*+"R*,9C;8FDBQ-4%|UX8LG=#UK,ULJ@P MJFJJC JC'J
0+;EB:P0JC"S>B5@?;\$VDQDG+.00<5F<#5=V@JB5=\$ZE)TM%< M^&YWS_2*ND)1>
|XFHCF4Q)Q(,44FH#3T.+)\$81.QV8HNB+:ZTBIJJBJ,4S8 M3%!: \$T!: VF-*
|Z;6R!K(FZ4K(\$A31JREJR) K-D#:0U/9(U2#N>=B'BO9_U
M82&MT>^_@%SV"\$#5EJL1A;2&8@@S0*1)U40*22QTN_TJD-1!D-B(J2G&>7-3 M%?
^N,C7#4X9_6H/NO<.A;Z:X5|T=>&"!KI\$^M#7.&K*6KI\$ \$VAJ7@C)H:SJX M%
5|T#62%HU7,<88H&I/UTA5N#IGTNW\$-D#4%8C:TS62%|U|*91^0T>2=I#8 MA*|)?
^@\$N_<.@&UXL|O>'O:0TK2I?1*0TT!.XX+'#FWP,^%L%?:EQX A=?D9_M4? S03D_-CE-'U
@=\$DE!#6V|T%A+PQ--%M1#D4-4*5%T<@"12&|\$ (HTN)H M0M|_B0&*
T=2MJ18@.2)O1).0A; >|0;-#6&X?%+LM|EC_/5_|^EVX-W|75_M2#|ID#835=5HD#93U!=
5&/3@POS|\$WH4T7:0%3CI""K2)009T=1#49BNQ&5_M14M%V_@TA*K&XKU(|, #9A#Z?
K;@_#QFFT)5;3F;T|*%&*CC5_D29G\$|(A MC01*VH%B(|Y&J(XUS&UAWQ2%-
<8YFXD*;81&)=0410=0VMATX9\$-TB8R2MK MD"8-64_:2+.D#90V?
9(VR\$">=C&*C),VE^F_D|W9?Y)L5W4|(OXLCV@C2N@K MH.30-1#|*8+J7W^"?
_G4C=5&!&|1,N7Z=+H220,F;?|R0I4^_P!S.6&"D M'00^2^UHWMRU
M'=1I+SQ%E0&D-3;|NK3_TA"N6!ICD|MA2).&K&5IR+&|L\$"_&C=BM7!) L72_M2\$AK+-

Z49! 2&A+FKYH_CR"* *K:2VN(*% 4HL@ RAI/'CQ?98&SH;Y1 MS@:&-&G(6LZ&\$K.
<#90U?7(V2\$N>2=I38A+"A19-AICWS'?H:TS?GK|M# M_.]&BCOW6'C;
[HRE2M8N*X2+0 MUO32:|B_ZS4<05QC\3I\$>B%J(E73,OF8KR(2ZB9HKC&\$%&H@;!A
MU"AA T.-&0M8<.86<(&PAI#A UZUMB\%- \$"!O&\SAW3B5\$0!5:|Z&!06(MA-
N360"BKD"D0=>\$!9+T:S.!I* &'B8W8&J&4-<1M/=84E36_7F7IY\3|?9K
MDAU|"WLO|KZ66_3++OMM|ZIPQ+6MQ(0H2&W<\N3,!G,3&1WK#4.-
&0)"B@%0IM(!I2&'B@VXFV* MJL,5(FV74 /-#30WKNQ-VU*I*6H/SB&XL>C&
PO\$3>"K4BD(-IPT9"UQ\$Z@> MQ*ROUD00W\$!PT\?E*#!"W)200@&=K4+'!VH-
=V@YNFYW0'+4<+03P0H^8YX MJ8"*RHI1.)2A0T4|D&M"K 1%FV#?;47>%
4Q_WUS<<@_QI%3<32M|=J>0?D" MY8L|HCJT0: 4S8\$%ACBY;AZ D44RI<0RA-
I%2/1!T80J7ST7(7K*_%2M*9HP4" *> 00 41Z%\$VHD,2Y=JDDD#3T M*+\$115-T
W:|5HU1;|J(M, O^;|/JS_D?|_ |;|L%\$>UPL\NGZO.|S)+K M^)!^3EY|23>'JWL;/%IU?
(B7_L.2^,-^=WU|>'D)*?0TC23BUT&|JF?BY'<|
M%70Q^,^K|&\$7/R9G') +X&|G|67^L" CZR_OU|W:ST>?Z5.Z/7N|@=|_|B<_
MX>6EM4|X!%"._5T6%Y;|@9=DZE_ESQ0|RS>5;,>U3^D+W=I?
=:O>;;P_|/RWCUK1E|19JH1-K|7?8Q M_ZT7AWA|G7SUWJ19LCYX|Y*M>C^|G_*|;_|3-
HS++1|ZK^*-P|P|>.LM?-W7J7,W;,*Z;X1<6B5Y_B M|&/NS^Y<>W|3.GF*S3E^'^|3+?
RCM|O+ =S|YKMO+_)O+2BQDZ-HS|?PGN?9,8L&8<.R9.L:323;/Q<|WTC,% "QDQOYXI
M7% 9./9,P2(2S_#1.-DOUG_'E97J=JB#K_F W^HS!@|HPE!77
MO\NYN49743E6.!#O\$^.=XH7Y\$|OZ/..=ABZP?HVUAW MCJv3?/!XWNKW|>\$V2P|?
O3>/D#6D-|F|+3V/,^ ^8WUUZ%U=Q9O\$ @H>|WW25
M"1V@8^2(^\$Q&'&:>44J9?/BS\67/7?DX-WS.J=L+NH/W>SN-2U
M/=6.\$^Q'A=%Z#8E#Y\$-A7-D5.\$,0YHT9+W"6:.(W249\$XK0N|11L:Z^ DU M&3-T>Q9|
(|1H(^79NW8/0/FCCA%.WOSQO0-/R04:HZGON(:F ?FG4G1|/#>C6TV(|UO>=
MP!W(7E@K7;K+4:@RBQE+P|.QA_CQDIJ:MGV:Q 53- 7H= M5&:*(5)J_UV2|F^SQ#O/
M=IO;|4DI?>MI**P?|?L_|UB.|P76|H M^B@T8_WKQWOMA_-;|*A4|%|OLIN%
M|T)|^1^WA|UNEV'N:!/54MA^N);\$ "T)|@=&CSAJR5K0D MU-
SXRDI(,O8R^A1LB2A4BV%Z,MHCV|/|OWIJB^C4)!;X| (25?FN)D :7!1HI-J/R(*N6-
=/L8&O=?WS-Y,|F2 M,T=WR|T|+*K-;|Q8H&XB9A1X@:&-&G(6N(FXF;)&X>S=%,@;J
E/^UR1/H@ M;J)|@MN)SSC&N\$J|JS|N\$!8B(V_4* %%%7(-* @;42!I(K(#4@:%I*TP|1&K\$VD
M6!NJS?5AYNE06)N)2FXP"A6:&W=<;5!W4AH;IPU9"UU(WUH;EP*SZ"YZ>2" M1(U3-Y?
IOY/-V7^2;%=U39)DEH>V\$27TE=.)2B#J(7S3A=0^_P3YWUIWX)&J
M\$4DYKUV*)8&4J2#EV;XUDLU6O-RC#!Q#2|VHKTG&9B:@^J;@)/XZOR+JEQ
MO/X+ZX>'K6D'=#QD^B44!U4L"IRAE(UZ2#S(-">GH(8 -(! %Y'20;95C MCP>F6O\$"?
D."WY/Q;.,0H91BMB)5_>^'@;1QY2Y/ZO#S/EY?Y5_,OKJ0>,#Z M4:|ST>L=V7|1%*N+?
MCNOR398ZG*W'OW|K6CU0*N|1X*BE!0Y\$|XSBVH4F2D M5"D"XZM<-
&2|*N4XOJJGZ6,H*"JI4NB2^2@HLLVD|1X*BO*KM%* S4,4@P!5 MK3,#PB<%BK@PE1D
BH;-HM8LO_#I\$4H!!Y0&#B7M2+\$!8R_8@93Z/8Q-BY> MOGNNOQ"S-
H#=#0QD1RH@<|Z|><)&^PH80-#FC1D'6\$C_,L8>-P,FX*A,TI
MVS|M;7;UI2@P0MA47("V2K4GT%;C5PH^@>%FB<+A(00D)/P":9
HA!9G24S=DJ%|*9(I_1Z9\$ M4+|8O/"\$W?9D\$80:JW1'HKFCT\$T74IH|601ALU7%K)'3FVP
*2-#RK.T"U&- M|2LF&@\$OP|'+R?'>:8@YD7LA0<&|E,E=1Z
S11V+2=JE'QW+8&F7*;;SH6&Q M>5L7-FB7T"CM D.-&0H2+,TB|0L/1*NR!Y>-K-1W1-
NT3#:# (1+6^3)<@ MI4V|J'K0LE|&;|/)(N59VH7Z@,L@X&(OVC/0"E?0@31MGZ(\$YN?
=)_5%|R+> M;D)LGV/G+|N/^1?R'|;|>)Q:Y&BJV|6=+'B9,/ ^?A"(&BA@7?'QD@9JA=+8*
M,6#;34/64C.4%=2,B*"(<2)N8TLBT |&-C,3|= \$.AJJ4M9A34G|7(J9'JI: MMH.A08\$B0M'#
RC2:P=#PQQ*X3R,W&|L 2AU\$"@V4=!0H10TLCs8TB743%%&
M8XNZZ4=2TSMU(R&K@:S&&4N;7
WD5'N!H8T:R#NV%^<>L6HEQOQX%*^\$JCJ!E4MN1M&"A2%S.W&#T!15RAJS|TP6G
W,M> MHP8H#3U0;,+ =L*5;T6AI4NH@>P&LAMTH>ELP|ZAN;'GQ:EO@;=A14M?;&Z<
M-&0M;+4"i/^WOWS3@L;| MV^Y;/?M^;+UH>B=?PO8SL*IF++ V\$Y7,M&1LIB@>0)
<:F_Z; MVF!L0G2I<=:0|8R_.,O80#3)V,SV2QDPUL1|86QB68K-@|VHL 5.T)&UF M"#UJ
")-OB;P"R0Q|I+(&GH46(3NB8@2E|3(>5S"340V4!DHT/7H#L-5#;N M.'%F@;,)S'86AB%-
&K*6LPD85#8N!690V71Q,V(=5SD%?!B3-("HUK4K)4CI M5CD%07ZGQA ?
(.6T*J<@G*TJ)F|" +J|Q5ZP9V+F4R"&<5(9%|H)H>Q'NM= MR4X|OA?
6>/@/NVR39&>'WT+: MN)*6|CO@B.JDY>WU(3W|IT-ZG1|29.|")|@'K1|V^T_2%XWN!J?
VNGV)5T0_M<^|I-?|,X_T*6^W:|3@|:8+S|3+*U!39#.2#RSH4T*BNO#VU,85AM34IX2J
M-86_D.7,%FJ*^H "H40*E4!%HJC((JD6|)%%4%++9*IR3@#JMOP:HN@%5RQQ!

MD)K>SR5Q>^XL0-05B-K3_6&@W)\$?E#OW DG#0I)VF-B(N0I541'3;D*%HB*7
MV1K#Y-H M@_E1"@G75A@6@2#,,990I8R+8)#&.-2M 9A M3"?
W(6&):1%J(5/.04?,U1+F*-&_00,EHT#)\UR+:H8/I1=?IX?D\$ _KB8OBT
MD^S*%>/>JN2N/;+ K'&D7F1D4@R|U1|*8+*=VA1I&J M#RVGMT^?4@.DC
PISXIH(IG#I4S# "ZNP<5>L&>B5DGZPSBHJBL^3_)?K_>M>>_33?
XGQDQ#3N,R(3/%O6KLVIEO@9"1'(:9PU92\A(.EO)A2SWA(2:H=: M);*D4--8YF.^?
7NZ4M-(-EO1>1AIMU|!|GH\$H&HHI&+)% 4QF 2\$|+(P.X
MHW\$@23M(:*"ED44/7Z(IYQ%2&K?9FLGJ9QS=+?U#05
M\$ _ELMF(0U;AIR#JJ)O)5!V"Z\LO^U0U):!&7Y((LAK;5R)JIP-PY*M4M78<
MBSSU"\$#S9/U2Y*O*4K28_4CJ2I^D^SWUVG&T|Y|#\$=\$|4!|>LD!2A5H#\$/C8VE M.,U@
+CI'D=Y V)7|OHJ9&70!^0X+?D_\$OLY|L)"T'O:"F4M1=(VU<:4CY
M'7!\$=5+H*L|=R3JY+1YH|T)>>M'O;|3Q(3C>X'U_:Z?8HG0ZSC);O?>?U|X M!%.GF^I-
(J4Y|5\$>A/(%V)X;D%SOJB:.BWZ&5L,0VIJ3HB:C4_6%2T<41_4 M!Q2")0TP=-HVF|9H
^*B))WD;G/,\$.6J&J='2!|, @0VZ)C)* MU|'0)@U93|=(LW2-PYFX"= UI^S^M-
39U5>BP%*%\$/5G*T'0%!6H>:Y\$B)+9 M*1I "5!26R-\$*1S*&*B'<@UH5,H4W2*
I_9P<@A?('SIEDZ9HA ZA>;SCNT M0*=0#06+LX:LI5-H /6+2P\$9U"|='7'E"6W1*.%M%
LEDH.99.D7D* DD4_*4 MU-(I\$1S*&*B'<@UHE-D0:>4(W*74&-)XW136#WLI:C|(-
GT5^@.FP0 M74BGF9JM0.=,FNKWUW|G"R"O:^2UEULS4L OI-IW"!O@/!
L@@6%H)@5DQQ M,#;O=WB-55S*FIW86"7;72;|?6ZD^-J|2++/Z3HUUYE""WFL-
Z5|>B9B/6N MK)|BTXW7MOXD\A:*R/DIMX+X|?^WO^|*Z6I+BVFX7V)&P_DMG^CKF7
M@\$<1C\WP/K*@.F%LM@H7%\$4|+AJR5G7"BD80"X\$B'C>N|&Q)?*4Z\$2CBL4BT
M17WT7&%*X!7-.2W//W=)70U4=8.JMHF#8DC0G\$08_P(4:28!!!S22*"D'2@V
M(O0CU2G==QLUXZ+M^Z=O)EHZU)*ZF6+M! J&;#IR:8.ZD4:I&QC2I"%KJ10N
MFZ5N'\$|538"Z@5+|M.N1|(.ZX4HN-9?,U' @R/^#*J6S VG!8@(RHT (CWB
MAC.XHW\$@23M*,+;<*ZF!4%YBZAHJW61|412;_TWZ>?7G_(|?WZWS8+F
M=KC9|5/U>5YFR75|2#|GK|ZDF\500T>K3H^Q\$O_84G|8;^|OCTO:04>H&
M\$O'KH\$35,W'ZNYV*O7C|YU7VL(L?D|/^\27PM|X,G_8E_'UE_CK7NWGH_T M*=V>/=|
|S_|DY_P|M+:)SP"*,?^+HL+R^3_2S+UK_)GBIUY%N|J4^_J'U*Y
MD33>"!&Q#>7K2RD)90Q_P_H#HYM+&I%_BMGJ5P5>;W?IO5:O^?:P_,R7GUK
MQEZ15A(!%TA|O\L^YK_UXA!OKY.OWILT2|8'|UVR5>^G|U.^%|Y_A'R_"WUX M?
H7>>!?KJV1S>S3\$@P/=>PY|BNI7_DVR3M0QX3\$R|_(+)G/AB8N?^#(IY+IM M_?
QG((B\$4|HNO8?O'2A|,|^CJ^V2;N\$?O=U=8N#N-|H>Y%=:UG^
M.@T7@M#*;^7':.04Q(V6O'40XF%#%U)H|_-)>>22P8\$XX|4|=X,LGFN?CY
M3GJF8"\$CYM@SA0LJ|>>*5A\$0H|VF=1T%;U?W=XW1U'SU>JU65!?!^Z
M/A>3F|F_5M>#/0J7SO*7_TQ=5|A-\$XV2_6?|>5E>IVJ(.O^8#?ZC,&"GO"4 M%=<_52-
X1A=1.1;X\$.^3XYWB!?'G3"_H0_*#8+DM7OK,@U2#Y:?=|K#='5H6
M#)ZRG7)*V_E+"H3Z.7QLW=,|_8IK|?EW3J|H)S|JXXYV&+K!^C; M6'>.K1,I_WC>ZO?
QX39+#U^56"L9XIO|LW|>QYEWS.|NO8NK.+X,%#_MZ7 M?+<_#-
Q?/'|XJT57)'Q2O!*%X)O!*C>R4T=.ER=\$?% M1,,/|0B^B2X|(|LI&:'3J&E+V?
=@U6^00!/H>_!CEFX^)^C>|>K|VNROMKF MO_=CFNSGWKMWKQVM979M\$|N
.T.W#EGB_7*+R"*|JN(3M#NH'|#UE)^@2J? MI0N_'_AW<'W4"!TR0CZ'=B^O9\$^.+|
%1B+.67:-SE4&(A_52U|LD#U%@|G M@FK?|("B4:"H/;4!_64).> TL"AI|TI-
J*60D4MZ0_9&|8_U@&P#18H&TBU M'-PR|ZZPD&K9=,+4!F|CC/(V,*1)0|;S-
I%9W@92K5YY&^1*3|L;T5YX&Y6 M|^>^U.|QA0S|"%#5DK<)=E*SH-
H1/(F@\$@#1.UIFY H)\$40! T>2=IQ8A/6 M)BPFA@<8,.(X?#C|?7UU2|;JOK';V:N|9INF-
@IZ@S@+C&H|F%DB:D,U6 M<0U;AJREJ0)5:K67|ARIA;BFCZ@()>LJ*<+H:VQ>!%B?7
TH4IE!W/.M<-; MI+)'@*JV'\$U8H(B%\$0_19HDC3A"26(PS="AI!TH-
F)I(L721&ZC9I+;&GV6 M9K);&D=WR|W+*F0T-OTUM|'02*,#0QITI"U#(WPS3(TD-'TR=
@P7C:+8@; M86C*=QZA2D&9T_E%*@8;T-P3,!4@H3E(H*0"2+
|C5RJ0PG*D0"XU=*1H1W%/ MTB>/*;G+|_)YNP_2;:K#03X+=.1 E|Y32@H'|Q-
+'MVJ9I5RE-40L 8Q-M?QY8H%=\$ &,LX:LIU="&!/ITG"6&R+7-'T9LN
MI;Y)|C_UIZ%B6:KLLBE%\$D"*%,!RO-,C)RMRD0,T.(6NR%>B8XF,@?QC DU
M177+Z_20!R#>Z|WN)LD-NO5^V'Q.HL,G6.:9|L7*-!-0NO32-|9?
H&6.=C@G|J\$>*6'YCXO/ +|M*E|*_ M0%4WJ&I9CQ3Q_D6\$0E0%%.G5(T5!
24>N3T0"%#J(%!L4H\4J13>@KLMPYJB M:L8"8S-1%4T\$%0U4-
_XX<6&#MA%&:1L8TJ0AZVF;R"QM Q5-G|0-DL G78US M+|2-5*FU&28T
53M61M9=/HE1)OZ_XA&:+VI(TL.OW2\$.YHZ\$C2CA*;<#;R MV.G7|2964U39_/7|PGN?
9!^3S+NX_0!I37?M?J>H-("QJ;CCBSP-%)5//&U.1I)#_R-.6YB)#7|,334,732,AK+-

Z&HCYX&AG,5GPNJ=O#+ "J;D#5 MEJ<)%8@BAF8T)\$F3R. I'\$@23M*,33%+U^J?
8<;6AK'.5D)BJH05L:"&K< M|=S2!E\$CC1(U,*1)0!81-
=+WS1(US_-3T2=0@V7C:=4AVVY9&^F08Y?Y 5.MN M(R5(,,:ED;ZJ4\$6G\$2#EI+XTTF>
RR#&8B_8,|"81OKFF@-#,N,H%3-1R8P. M%3-%^0 T,Q;=>N",IV*D'T
SXZPAZZF8\$)H9EP(U:&8ZH&*^?7VZH&+,=0A& MAMK)"W894MI43#1;T?
I>OK=&D@9&5>IV(DX#((N-@+|DQ0,<1_/VOW@_K?|VF^U09!/:.IJ\$/45Y #0Q-
ETZL4#\$\$\$#7|=4'19,9%0!82 M,>38&[BBU!R:F#Z@\$!U|S\$ 28Y.'(3W4+DG"9BLVIU2!6
#)ZO& JEWMDB1< M@8APMWL|
\$1=@:AU|9(D08&D"#UFAHXD|2"Q0>V2)*&J72+:M4L0S+C+TD S
MX^"6N7=KA6;&IO.F-J@:892J@2%-&K*>JHG,4C70S/1(U2 />=J%B!JA:BJN
M/W*VXA7J09>2C4!-ZAY6@Q#_?R2'#+;\$%!2*X2A1\$%% BH#AXIV'->\$3:%% MOUX?
4Y9<(P2@>4\$SF&&P*5/ZI\$6/EPB"%8L7(=Y';1\$CN:><,|:<3B0"5-V JF5M\$;,* M1#2 *
H@TJLM8NR() BGAHXD|3"QB1J&<:6&<7R:UB35,,9X&JAA'-PR|^ZM M4,/8=-
Z!|,*&!4;)&AC2I'"KR9K0+%D#-4RO9 URD;==B8)>R!J1VW?.?#2" M:C:DS6J_8FLS?
@#1*\$"D0=;(- DGZW#&0-/0PL0E9P_VB=,EM/1!\$-1#5 M-"=KT 3F| T|AZK&HN.,+1
UG,Q6*H:-PU92|3P8E+J001C|AJGB1J!;%0U
M%J|H:7"):XRU6Z7WP,TW8#FZ<(ESG.0N)V5!DBZ_LFSA4L| %) &@!3M,,Y\$
MX1(/,1+)59K@/-O|;|(^>#_N|B/#_|_-UE=Q_I/:CZF>J"PF@B(&BA@7'+NP M0;0(*&*
<-60|T1(5BIBP/&D#BI@^H!#H#*A&KO"TRY#H0P_#59GG/ S1/P:@ M:JV""?P"1!0J!H!
(3P|3D*,|TF:%@+2A!XE-|#!T62!L H9^,|X:LL:P",A9P@,*F!X)&^0D3|L61<8)FXJLY./+
M43",I"00|1"|Z4)JGW^" _&^MY3-!.%N5G7(ID 10I@*49R4T@:J.!%J<1XN|
M2,^\$>"8PU_47XAG7"9G)BF?04P8*&E>|N|1!R)AM Q#FC1D+2\$3^E#0N!2Q
MW1\$RZ"ACDY"1'1,R(1G&> L@J04|NP0I74(FI+-5.4H^A4;0!F!ZWE2(E/C
M;QC|S5A@!T"FF!J0CX,0:F7SNCF@[\$>ZUU)2#N^%|9H^P^|;-D9X?=S4OE M:?:
|ZW3C*8<^IF.B,MK(+<=J+K#0 UI#N=A4.: VM'XIUEL !DC0*|#+7BH MVB*3:.YS4Y-
U@+|AX>^I'/E;!"I2D(=BM@H7^G-O>T+:N%*9|CO@B\$K@_) +\$ MUIY?|H?
XD'COXVW,5%&|_XK_G3SRGN3?\$ZN=S?J*RZD*
!|^U.L|S7#Z|E;J_I\$*5E"3'+>ARU1<^E|OT|_W/+FWO4")_M8D'G\$D8J|J80/G_>2_2!?
IZX=E|SL1&B+>)KB.|R-2:L-M*9(\$B\$;@IYA(I5!65"WCS\$(GB!XZHYXF):- HJGWKPPZ
MLT+1=0|73J7SD-HGCJXW#\$CQ%/%54YE#?0I M
0@(1H":|L,16&.\$FZJFA\$H&39*GNWY*G*5PY%TM"AHAW"-2*&(C5PRR|W MEW0)-5-
4)+W_Y:UWL;L?(FS!\$V=NRN\$FZ*6P5T|DGM|U=QM*2:0RSG%(-(@:KV"AY)
M!8A.B1O+9BBVXV!78%!4!9H@: M'"@.F3J4&N;|3; M4&"!0?RY7 MF'_R80 -*"ALH;-
#RQT'B9H|U=REA:)F|QU\$TALG#5D#7&36X|"8N-2F :)
M31>7I+!3XB9_RS#'|>&B(:C@W00PIO;GL6;X;!5A:CJ &^WF|O| (4N3/80T#?F8"!H::&A<
M|.K"!A4CH*%QUI#U5\$QTI&+*-<;0T/0!!> (O"8.(QC87(|HO=|K?-5J-IA3
MX79!/U#5#:.I:E3N%/E%=9OE<4NUR)Z!H%"AJ6^Z40XD44!" \$H#AY)VT'AZ
MN5..&Y6_6W"WG|S|HF;,LC435<^T9&NFJ"&<.:FZXXLL#6\$03CCK"%KV1K" MS;(U\$;
|TRM8@'WG:C2CJ@ZTAJ@7PW.?,Z9PD0-4-J-J2-6%^W,YE@'XB)\$F M5R,*)%&W>XP
21V\$B8VHFJ*%,-.F:B"L,0R/_QMG7V.OB/(@_)9LTC_@AJVE3 MYN1#6P-
MC00>6|H@: ^13,Z1@R-X-6&6!(H:VS?B&0? M7 TELQ4+YMP0UZZXE)
(\$JKI!54NRAE*@"@"@RPM90!BB-!\$K:<6(3NH9R-8W5 M=WNDW!25-
2;|FHGJ:N|H&K2F@<+&\$1+/KVB\$#/R-'W|/ MAL'\$1AC,9BNY\$&*@2'LJ0+
|_OV.!_EW>Z/NL|K7KCDH MI?
^P)/Z0GQ2WAZ>7E%)=IL|LXM<=VE0|DRHJOCL1B|UX_-=5|K"+'Y.S#UD2
M_W867^8/^S*^_A)_W:O|?/29/J7;L|<;^/UG?_(37EY: ^X3' SF/,G997%@F
M1U*2J7^5/U/LS+-X5YF*BOZ0RHVD!4:(B&TH7U|*23C;^!_6'QC=7-*(_%/,
M5K|J|J2^ ^U"JBVA_V?E_ 'J6S/VBC11B;3WN^QC_ELO#O'V.OGJO4FS9'WP
MWB5;|7YZ/^5|X?Q'R/>| " #C0|+Q+M97R>;V:(B'4'7O.20|JE_Y-|DZ40&Y MQ|C2BQDZ-
HS|?PG MN?9,8L&8<.R9.L:3R1N BY_OI&<*%C)BCCU3N*R<.R9@D4DY&B?B2R8>!X%
M;?;==X?7W7'T!/5U\$'^|(^Y#T4!G= M%B|JZBZKP?+3;G?
8|@DWEJOK)S2=OZ27"99LETGGE(>>WG|!WEY'W6|=OR M;IU=9\$|U>T?-=|'U
1MK#O'UHGP8CQO|?OX<)NEAZ>FT?(&M*;|-Z6GL>9 M=Q24+|V+JSBS>
#|0|YONM*W#- Q|&.M=63_%7AH_7.?!
MXKU7;33FWMOM>N%H8;R334_#H|. &HSOF7BL!|, ^P*26F%OIG,*|Z9U1,-T3_ MC/X-
6=L_@P6S%6&+BKYGZ)_1!Q3XDE TT+!=U4/|.*#!5*L...?1B";4:"/)
MM9CMCSI&.'GSQ_>.M"VZ%,4|X7.W"_+Q3N"=:/-:;%2#1OF+\$Y(5JCFHOHD'@V&
<5)-476WC M/|>0G'5E(2)H+: "VLH%3|YM|"|AIA4Y:|AZ_D41?

>!/J*Q/-5I3AWUP.A4*5'6#JL;Z)"YS%+%Y(+4D)0-%HT!1>T5/
MX,,AC01*VH%B\$T5/H)V"U8><.D2:L95-7TB07-S"K&,3=<=6"!K
CL;!8L08AD7#5E+U@2L(&O\AH ^N)N!%L4,8FH'A+3VD%'5DJL)@@)%@3 UOP\H&C.*-
+B: ML(2IX#2T*&D'2"1MD'4^I%(4=%S>%OC')./+8;I:LE""E
M6!P4DMFJG+|^O5@%0!D94)ZM;0H?HOSP,5YN-@+|4S4-H5L&<5I#.0SK2B
M8!;HY00-.X=VQJ);%Q:HF)#/5MQ-=6NA_S03L#|4P/5(PP M0L547(C"W(#:#7*1B1X!:))
|A6\$0.\$L@5-))Z?B4"4D: %.T@S@C)(M% QE62 MX,=B3|370^-9T%
@@>>E|KYH|L@("SR)|)7G!^"XG#5G+LPA5'.P00HSO MM0U\$>1DJ#YM6D>2NIT-
A&@Z@94+6N4!"M Q- #!"#2*U\$2 MO\$!2!'#&2'9[3Y]RR*QC99*|H|=M7|)-5I2->|\$|9L
3U%K (&-10>?'^+FV9J(8F*3 MLX:L96NB8Q-@6=9+0V#3S\0F)2Q?
6/Z|NWI2E|3J82VG\$NI7>F\$C/8(4-52 M8!,%!8H\$+S2=IS81&(3B=F*+B@&-KG&-UBA
M;?H1V?1.V^CT IZBX J&YMNG-C@;2*CO T,:=*0|R-,O;0&73(V^#%.5I
M=R/2L;U4C5#+CB% =>AH.7 MDZ.|TQ|S(@TCF:IT\LN53HY 9Y+"F=WM37S/N0QN
),#I4V.|H9|5T_H9&Q> MTZD%OD7R/#"\$3L9-0L;R+5(U *6+"#H9-|X+NJ1B27W5:
)"&6N\$"^U#*"/# MW+QS&I9+55Q*,)4W8"JI4Y&B@)\$!.U# "(|F8R,"B0QM_4.0%
(46(C>D8J M>H:X+=.;I\$K&\$\$.?3CS#& 8X&PA@(8USQW,P|49,_BE&B!H8T:
<@ZHH;XO"Q1 M V%,GT3-9+,-
#;|K%ME#/\$IE#\$#0U1304,)4IK*&.*K4E,H8X"4DY0QQ.>
MRR#@8B_8,|GAOC!,\$XJR&4@E^F0BIFB? ";&9M.G=N@8D)H9IPU9#T5(Z"9
M<>G0N*-B,+S)*A7#NZ9BS'4"1H;S0MV"5+:5(RJ'BWW(3K|;@VDC PISU(Q
MQ)^MRO(7H,4UM-B+|4PP,<1,%F@:4K0 %A4#F|P7^;WF>N'9>|' M+,1YG&
|>;G|.MYOJQV2J<5GE8YZ_?GA|GW>V""HJQ" EF*SX/|8NOD(T?:C:%6,1\$BH0!;Q|@)\$
M4P11ZV(L0D2|H\$B|93&0-/0HL4\$Q5OY3BZG@PFG43%(!9))WFNB\$*9U6Q5-4 M1+@K
QH|^13:Q)^D>?+IU.=L0#Y1WQ;Y-,5WN!N35AN2F"6?H&KJDWQ"KOBT
M*U|8L;J)FBLP@_K 3;U""5*ZJB;*9BN(F@"4TT1-E.=G!|B/%KLA7HF1\$W4
M7'D91\$V&D?,FS1\AMZWW>I?=[+)B(M8092=|4L;H\NG*(AP5|3DWEXU=^K"-M
G5\$P|DJJ.1D8,C>#5E/Q(AB!;!:"LB-0"U:1A1!\B(*I:H*JA MTTB| U6M54!4%B@*|2<'
T6C0%%|&1#SCU 2Y;,:4!H6E+3CQ"8Z(*9R=XN* M|7PNH6:*.B!C5,U\$6P%I4#53E
^X*P%R;Z^:>^| (E7#J%&J!H8T:\$129CE-W0D:0>)C7@:;>%9X^9I^I'4L|J3Z-1J35%>\$V-
3=G,ZHFS%\U,1=2NWMLM@C0%5;KD84*&*A=LT*4#0%&F0-5\$! M)1YI%|(2D,/%!NQ-
2JH_#=#1LT4936&V1J(:QS<,O=NKQ#7V'3@Q)E\$ _A&
M*1L8TJ0A:RF;@)BE;""NZ9.R0>;QM&L1Z;AS<&"NAG()|QC8N9XEXU|^K4!A<3YC?
(!45'&A<-6<_%J&PL6U0T\$(1|MI@|H\$+*D OH9VV0,|4, \$ZATM3^/0003 :I:ZV<"6:
HJ;!I@*(IHJB|B;T M :610\$D|4FRBGPF)JG8*M6ODH)|QFJWI1S|3^|@GR<@GW"?
S,+E\$U(C5(V M,*1)0|92-B\$S2|E /M,K98.DY&G7(M8'91/RW+YSG|E=V |0=0.JIX4S83!;
M22Z \$J"D3C03A@HJY8G;@,JPH*(=Z#5B7(I&P+YVX2WT,4XS+OWH8P;-N\$Q1
M+P"1C\$W_ S6TP+A%\$,LX:LIYQD1#)N!230233R;6'=URQ)'QC.G#DH|VL0RE!
M2K=B2:A:4IV*)2!E9\$AYEGP1%' 9!%SL17LF*I8\$&|9)-44-S%|OCJUC|JDR MAVH?|W:
|7CB:V'9M|W2':\$|1"@#|BTVW'EA@8P17LYG0/L9)0|;R,>+8|=?Q
MQWS0OWP/A6!)J2)C0LA?+)
(Q01_R%Q'.5B*8\$^YVXA&HZ@95+2N6A,A1Q.OVBQ2WFXJ(M\$J1TM3-
144@*,83S2+|J>YZD8VH<#H?#&0N,M(- \$YJ;R%P78&AJ#"/GYWB? M?(T'IZ3IO?%O!!7-
!%4TS|Z,F_3S_<|N;>|00+RPP=F\$:D)3U:7?>Y%?RJ4!5-ZAJ*0J2?H\$B
MGY<)*!HBBAJ+PJ2I(2"2*&CJ4M /%)H(@2553?WA|1 %N48W373.5 0I MT\$BD0*/GG"
(+G)-DYCFG4Y^S >'3 M|G61\$!7 /|4.Y:BJ%S> M<|Y|?
3JJ:.*^S.I#X3P(D4\$JMK6>% 'B%R@BM,QZ T531%'K&B|*2 \$EQK0Y
M&D!IZ(%B\$XZ&J+S;PG%=Z11U.T8X&FAW'-PR|^ZL|FIWW-NKYFZ;6"!J"#-.*
MU,"0)@U92|00;I:H@=BE3Z(&6<;3+D/\$DMB%|+.5))&;!FJ>\$|L0U7"/NYV+
M!DJZ0LFS8A5! M747NNQ\$|ZCQQM|V"YG:XV1U'?;_,DN0XD'Y.7GU)-X>K>QL|6G5|B)?
^PY+X MPWYW?7MX>HGU%A?\$KX,25<_ \$^7>=&1H|>94H.+ 'Y.Q#?HW|H2R^S!_V97S|
M)?ZZ5_OYZ#-|2K=GCS?P^|_ ^Y">|O+3V"8| RK&_R^+";CGPDDSH_R98F>>
MQ;O*U+OZAU1N)(TW0D1L0_GZ4DK"V<;_ L/I Z.:21N2?8K;Z58'7VUUZK|5K
MOCWL_|R,5|^L5>DB4JDO=|E'_|?>G&(M|?)5^|FB7K@='_C>
<^A35+_R;Y)UHHX)CY&YEQ|S(4G M+G|BR_20_|L;U|Y^!|(H3?;OU#E>|V_RG;O;?-
Y>Y_QCYF5"[*;|H22Q_W=2I M0I-N?X|0=/M_"/WNZ. MR+_|S7??7N3?6I: 3L.%(+3R6_Z"-
/PZ)6&C%4|E%C(T+5GXOE/!X%;?7R=X?7 MW7&D|D=%).*IP|=U,O.YF-S,;441Q7'XZ-
PZ2Q_<_4=37+3^_DLU3_&5|> MIM>I"K+N#W:CSQ@LZ
E/67'|.^QN7H1152.13|\$\^^1XIWA!_O2".M#MKBU> M^LQD5(/E|JWNL-T=DKTU2:B;?.

M+C*G^KUC%K78^@'Z-M:=8^M\$&C^>M_H?+C-TL-7[TC9 WI37902\CS#MF M:)?
>Q56<63R X""O-UWE,@?H&#DB/L17YQF7I&K'-(YIY^WN7SXH\%5_WW MY.
=LWHG\X4Z\WSLS1+_^WE_C_?(OK:*)4;MF2S_Y.N:251*6W3;T#LR!0 MIH\$2*%<-8H
A>S=D04 YG*V(OV#|%,JCTOM|*+ E0:&W;9\$@LU3H3=5P0ZG=
M<<|JA5TCU&@CQ:50/(Z1CAY|!W#CPCIXYRIR6T1??/#O'::?%X?+'/AL
M1,Y^HB&="HS=1!S_\$(<|G8OF %1*|]>4B;0+.!|_B_B;>S|>/LUR318N,GV
M"W!TM|PC)=JP:;APBTP<8R@58"SAJQEXAA%JP"7S@NQI:3#,6Q?R7@?K0(8
MFZWXXW(P&P.@:CT;@_ \$"1!3|)@_BO=\$8+"B0%+A=,@XD=1 E-N*2BNFE5+NA
M(R9C.,K13% I%6 P1J,-.X=AP))>BLG9*D0;>X#F.8\$1|W.0C\$A?!):H@.1910XG:BP&
MD#)PI&A'<4^2*(JYN@=X/VXWJ^|=,|V|2.)L?95_&.ACH(^!/L:|O6KNZT,+U MG1BO5
M8\$B3AJRE7C@_5JJ5D_:0Q_0S2H-HE*HA=WC:|2GL0Q_#54GOG\$,? U"UU?P ML 1AZH!
(-+3QW!1(G79HJ|I*%'B4WT;P8>JT)RI#'_S_ F:BVAF=>:A3 ME!*@W9!-KRYLD#@2|8:
<-60MB1/X9DD?DN04J;I5'=EC6NW0#*R(#R/\$NCZBN!%N?1
M8B_4,T'2A/XPSJDI2FG^\$?_FG=|FZZMXCU8SG94|35\$T_*6,37|N+7 P8=\$. M.
(!2QD5#UG(P(2TXF B=9MPX+_B21N@T8YN#D7V4.X4JF3T7TNVT'!5-Z|J
M6>X4\|@)\$8YJ\$!1!H@*A|N5,8%\$AB<\$=#1Y)VE-
BDW"DLV@\$3|7)+"&D&P8P0,4:;IF(G:\$4L7A#R@-"TK:@6(3V4S\$E6Q& M?
|X|9#-.LC43%*V MQ#MF<"0;QJ0,
(*IU24L)4KJU3|*H2L60'N>18M7WM&1J|+EB2\!HZ\$&@\$:\$8F M'
:@)JFSR7;_FZP/WKMD=Q-G&^|ONVOUZ'N(|J<|U*C-&J*L@-H:6SZ|L & M4U.T\$Z;|M#F!
(769FF,J85'6N4)KTP<4Q)+Z|6=O(R%YVFTIZ*,T2JH:TCDE MVC4MR'*/
%3M*J.8|^>G|3SB\$B "B'0*HYBOYG7. XD)8D-'DG:4V* NBOE% M.V"IX5-45GS2_(Y?
XC_)#5-"^*87Z00VIRS@.,>P*JV0,S M88\$B)M!N!"C2)&A\$ 24_<+L'":#40:#8B*01*,T%
<70@W!05-088F@DJ:'YO M6X.-5#1..&TA0V:1AJE:6!(DX:LI6F(Y:F@8JF3YH&&
<;3KD+""\$U300@0 MU4.X/'+%I00C0,-:)XL9&)\$E9A"2@60U UP8D1U-
:FXX"4H4=Q!@J6&.%H M+>,LO9+N?|MMMZIFZ3S.62@I"N4/,^QJ/25/F<+J
P|D&LB5*&^*B7RW98W35*H8HY)F:A@
M)8)@!8(59YRWM\$"G4&*43H\$A31JREDZAU"R= L%*GW0*DH6G77EDMPUZ&377
MH!?!YXZB-UU(:3;H993GYZI&?UX 961>99WH:|H\$6AQ'BWV0CT3JA9JK@T0
M5"VF;|;)^C;;;=-_HZ|+Y"S.|2|3W*O&OISZ-O@7H08D|:2'@""U^9>HX%|X
M^KJX<5|P90 UBV7ZY=|NWIZNV+E3.5I3_8JA-RZE&8&J;E#5LJT+|W,4^7-!
MM2N.@*)1H*A|6Q=&BK8N\$4>'H*0%#23M.;**68;1HZ^)=|(|JF5.,#20R3BX M9>
|=6"&3L>FUB06:AC&C- T:;=*0M30-XV9I&LAD>J1ID'P|2I\$.E;),'-3
M99':=E+|4(:4KDJ&A:DS*,Q\$#Y,%BG/RF284"2PSMASX*500)P<|9V&F%-9
MEZBH47)68S5)2=VJ2?|W|V:7L=NWP|Z<^I
M#1I&%F..JZ94>R_RFOUPK/WH(|IAO,XW;S=_IQN-Y7/R?W92E321=|YVY|?
M7M_SA72"(1VB8-'4G:06(3GHD'BF?BVF.U MH>YQCFR;J+:G)=DT186#N|*>T9--S
+9Q\$,+9-.I#|J\$;!*VR*8IOL3=F+3: MD)%9L@DRI1)ILFF?
AM>Z5@O9).JIMSH5U,!CW!"\$#5DFP*_)\$%#.) "(I
MLBD@"DFTH@LCD#0L)&D'B4W(|H JLHEH-UZ&LLDP/'|:K>_>3^L_W6;|E-E M\$6B-??
>@0VR1AHE:V!(DX:L)6M" MWRQ9 TV-&;
(FA*C&XI4HZ+CW3TC0^V=@B&K:T:4\$*=W>/R&=K#B&ESLQ7HF1F2%?!@'U115,_^+=+
LU65|M M|U_Z,4WVD,Y@7I9S;P4|ZJY8P|ML#%A|%2Q\$PS9NR'KV1A54D<77\$(ZX|1Y
M<=>(64(Y8Y&,"?M0SH1BMF+1/(S*KYI+64>@JAM4M93.A%&!(E^_,@4H&@6*
MVFMG0GF\$DG|): T|BQB7A&J"K+!9V8>\$8W+8SU6.I*7MKQO;#&W7_899LD
M.SOL;EXJ3|/?7:<;3WGM,9T%U6&%Z"(X%22_P!(Y#ZCV':>1Q0:0-@+T.HAH MA4I@\$S&/
NUAGL#?/'W9!@L:(3|+ ^#^4+3|LDU,:5T)3?(4=4(N=_TBRY M309|H?_|:|3Y|RZ*SC
D072?8Y72=[%Y(66#_J|9UF/1S?"ZSO=_T4BXS>
MISZDUXGW^K'_WWL_?I_V#I&P5%3=4N(GL2H-W(ETHL*%P\$QZAQ9PU9JW 1
M05%OQ%!OY,:90?PE"=MK7 SQ(2-B/:I9MZ@/C8L(9ZM@+HW1;P,CV0 J(UD\$ MH4 4A:;
(-8!HV"#2R =\$0-(XD*0=)C9B|J7J#L.TYQY:1G)I@;F)?*,#0QITI"US\$U\$S#(W#F?HL#
<0+9|VOU(=MPJ M)J+&*O!1"-!1^*8+*=U6,9%J_J'3*P9(&1E2GNT5\$W' 91!PL1?
MF>@5\$P7#
M.*D@JH&H!EU|!'-3'&O&CMYYMO@9D*H:IPU9#TW(Z"J<>G0@*JF"VIFV_>G
M"VXF&D9W1""|H8V|#"EM;D9J7K:|E)\$AY5EN1OJ RR#@8B_:'-R(\$TG#>N MFW&|P
OKA|T>Q:(=\$/63Z(Y0'520+B3=DA9"7&ZJTUS_3D O*Z!UUX&+AG0 M-
UWT/1D=\$P02<)!|.+J0@ ML'4Z|QL>7ZNC4:YIK4H
VFDB=O)!X=9)7AU'TDXN.,%LQ>8^%7-.V\$; MON\$EPT06U4NF<5D+BS?-Y. FZK=|I-

:Y*TF/:%C=JXL"D=B^"+0 P4:P,2 M-GZK#!ITO?)H48ODAS#&\U;Y1
H=JQW93W211VLK ?Q>#+C3S8N;O*T ^2' M-/ ^RHJO>A5?/IYY;W;?
4SW^>.UZU/M,*N#JG;>H5E1B?DDT:'Q+O;[MK]?#[N??
NW6L7;A,#N'7>E=,YNEON%16ARY%- M#HM9J*23T6PE%Z2?-
CDPI&8EG2S*-19!.:V\$+D>|5-+1)?-5)9U ER.+&276 M0W J, %G*SX/*HJ.76H?
T0A4VD!R+5X|/1U;|0FG^XJT4S9P7|WLG#.IK6K M*X%7PKE7HK4.@?
MJENBK\$>R!^NGLKXZV;|*!8T _J-^GGUY_R/^WJ^ MYS| %S1WLS6Z?JO/V999WAZ
M28FW,GU\$\$+_N4*3JF7CP^X%0L7C/Z^RAUWF)QIR)+XM|/X,G_8E 'UE_CK
M7NWGH|_T*=V>|=| [S_|DY_P|M+;)SR>SWELMLN*/I(OK|XU8Z|(*T4C|_
C5,_N8_|+:0|R|3KYZ;| (L61^|=|E6O9_>3_E>.A1 M|OTNQ\$;Q(=EX%^NK9'-|_
_1#@+_W'/H4U;_|FV2=J&N,Q|C|M^V?OXSD\$!E8M|NO8?O'0A&|L?^CJ^V2;N\$?
O=W=Q>+N-||M>Y%_:UG^.@T7@M*#;_D+TO#KE(2-5CSU4&(A0|>>B>
<_R;5G\$@O&A&//U#&> M3-X 7/Q|)SU3L) 1<^R9P@65@6//%"PB(4?
I3&3|Q/H:\$L|W1U>=|?1|^5 M)Y-PS|7D-OLD/J7SO*7_TS1J5E^&B>_I?
K/^/(RO58BM=|C0J|/ &"SH"4|9 M)|<[Q0OR]|>T.|#DAZHMK9XZ5-\$40V6GW:
|PW9W2.PQ MEW)*V_E+\$I&Y.7QLW?4A05)#-OR;IU=9\$|U>TE-
=F|+S^/_.VK#EM| %59Q9/(#@(>|W7>F. M|N@8.2(^DQ%?G&9>
(;49XA0GWC|>Z4WBCP57_??DX!U5)R?L|A1KI%M4 M1ZUWF
./XJ@)%D<|^T+V&3.84NMQ|Y53W.>SE5@\$%3/(O! ?I=GV|_.PIY^/" MH/XW;S=_IQN-
|6/&=,&.*|W W)|TV9#A;\$;P4>OE00%'M_ "6-
5*U7A%HOBZ|HWDNME|B=9C@/0K>UV*AL065+|W>D;,%75+P3?D6Q,=X)
M5X"#=Z+M.Z%1|27S%X/(Y1| #3X\$T8|BFY1|\$34|<:'?J!CE7L^4>|T_P^ ^"
MV!SBKI8N8/VTUZ, "NM=63^N/-!Y;-_N4|6AVRW3=?>7_YUF|ZH UUEA/:'
M|/98ZG' LHZI96^M((V*L|1Z-.7&>E?6ZQ|*WQU" Q 'O-U>IOGU,/%^3 N! M0-
OFJ8:/P"#W68_U4.?K_|<+ M|SS.|M*U+00X)DC0!R#H0="| \$*^'-@AZ,5M%E?
5Y,&30AJPGZ*-BLIE?OFZ! MH.|#"G))B6+H0S#T%EFPL!>&7@T1#.8^&'J@JCU#3U4U
Y|'^N5A0-\$H4-2> MH:>D@!*'0QH|E+0#Q28,/:5J?E8\$AMXUAOYO27Q|N/>QUGBG6>
|S^DFR?:@ MZ;\$>-#W63W/| %&GZ_!C(#M>J ?7_20|Y3|C&V5?%VQ^V^7\$ 97TWG?
>FR&." MO+
<9R@L+Y#UEBKR'NMY)0|:2|Y07K>HJQ)H@|WMI54>7JEN=3P78>XL,F>B#
MO:?!:,7F, @17!E"U)^_# D05O44|HBF"2(|%PI)D9! TL"1H!TF-J+N(T7= MZW?0
W4_#X&TQ+ #WKZGW8RB/C@:I@1.X|KN-Z6P<|N,|<->CQ|P';#T=Y-^
MU:1G|O28WX&?!=51A>PD- UFJV#.B:DDT&GV&D!Z",#K(IP-%?I8)(" ^":+O
MR1!8V@B!A0J!&1DHTL:5T#RM%NGM=G.|/V1I?.V|WFT_7N|^)5E|0/T1UJ/^
M".LGLWZ*|4<_W|R2>(L68?%U?T@^|V_|:|5<^|!S#K<""ZF'D!% %%%9HCY8G#7G'!3
M|GM ;:"18B-F7A;#.ZC3J|D7,W|:-YNDBS6X&8FVNJK)3|SQ:Y':/5ETUE3 M" Q,X!OE9V!
(DX:LY6<"4O SM-SO ZV^ ^H "6U+%SD@T^K)X Z)|L#;|+;HA MZYSP=.\$JB5|19\$\$
M=#3|&|*>IO%%2_8(U:UNG!>\$+&G1DCV\$CL;B?8CUPM2HM+6<^U! %4:5(WJ M1Q#-
!87X 2C2XVI"OX"2Y&|7* @)*'42*3U@#F8G=Y^!)GB0N)":P?|7K,6,)Z
M5|9/L:+HI^ODWTD6>_?:T<*!6E6IEAF@=HBF| %I8\$&S\$@9&.|+ # MD"8-6:M9"<-
C1_9R A2U1?W4% C'4%MDFT8(^%"MAH0XST, #:OX1H*IM4B J M4,1|M|7|0%%7*-
(@ ^"4.|0 E4CB"HOPO |)PU92|4(6I07!>7(M'^5%_5
UJKZ(^2@NLG4=:B9V,L33"):_9OX| %%%\$3,D)(?>^0;?\$T@ACR-
"-3H/,&T&3|@:>@Q8B.:)BQ&Y|F-&A068?V0UJ.P"/IZFU&%Z"0V M%;,59?/(
T7AH|)C>LC3B&>/K3NH?F@ "^ T0?D|&P<)&\$"R+ZOJA5E"..XM9
M75CTZ^X07WL728Z/C?F^3#P84\$! =:/>CW*C%JNKUNC<:RY)A3X8U/;
MY,3//LRCO#J2C+JXPT2JW1(|YS|AA@BN_J-(O&)XQ>R|8NT0:Y%J3|7HG.L7
MYP_A/6N2F)CV;2VR<%N+J"HE"|4;CO2\$M \$)'K|5# VZA0FT=A7_.%PEF?<
MR|T+Q8E8/^KU2!9UL+|>R>|)C#_9N'C)TTZ0_HND_5MID:X@(- \$>O"16#^= M|
<9U6DXEHYH>Z1^9AH16'&IV23QH?\$ ^|ON6CW_WGOKO=YE-POOO:|)O_D
M5UGO77Q(MIY/N|UFI|VJ_|>NH47=7=N.:T<"T(|-|?L;L4D_W_L4IG,4\$@D MV:(VZCQ-
V^W/Z?:336'L,HWP@6MF'7NG;_|^7>DY=LW:KRAM<|W| R7)&H_ M#0I-
!TY+3<@ ^:K8B56V#3A8 E59*.0"(*+*I&D%6%3?/ &H#!TJVJ%IH_RF M4"59/G\$:-
>/B=D^|ZB>|55^T= ?9BH<|2Z2|'.Z30;M.QT;IF>&<9=W8:??Z M7C_!;WS@FVIQ\$D5%-
UI1=7E_D5|1KA=>-T|71S+(V8I5/^;YVY_I\$R.(9F MEU(4@R
9B+|DJBV,FBAKR1E.JV: ^,I;_HWNBF602G,|EQ4-F%PJH0>HN@%5 M2Y9!D@)\$C@|!8BZ
E%|;94_>#FD315 \$D#3:P;D)"2*9(")-0EA%S;CU M!L|5OAJ0F0TK48GU\$TH4.
|X7C=;KJVQ'6)/7|+,A|BN#0QO|</'ENQ.=>_ M/0RA=0I>, +Q@&B^8QLTJF*WHW

^U;U9#>,N:)'XG7?+Z+0!-W<:*+IV#;5!T M\NJSV?E6%,N#VJ0PGT&YU&
IFZAH/E/OMGM4V6KEUER'1_2S\FK+^GF<'6/MKT>KCI_NI?
^P)/Z0[H7MX>DEUL!Q*_*J>B8??9;,>_7F5/=S7/R9G'!(D M_NTL0LP?JF5_27^NE?>?
29/J7;L|<;^/UG?_(37EY: ^X1'8.;O|2Z+^|OD M+U62J7^5/U/LS+-X5YGR0W|(Y4;2>"-
\$Q#:4KR^E))QM_K#XQN+FE\$ BEF MJU\5>+W=I?=:N;"BV#E>?6O&7I%6XC|*I+W?
91_SWWIOB+?7R5?O39HEZX/W M+MDJ/^+|E.^%\Q\AW^"!<:'9.-
=K^*2S>W1\$(^SSV'/D7U* \F62?J"/08 MF7O4I\R%)RY^XLOTD/^VJ??.?
@01*C?)VZQVN=K?Y3WU15_%&|^N\L M?^CK^&:?
O+S_RZM|B/= %K^H6/3J4YQ|S/W9G6L;/DI'6K\$YQV\>+J%?_1V
M=U3FW6^^^_8B_l;_8^|=F|M6CG7AOX)BLLZQZZ5(7 G 3K%*ENT5|>W;:WDE
M^YPO*8@8BH@I@L)_2N_G3/X\$8"O(D\$"(A=E7C9)'_# 'KZZ:=OTR|^KFDI
MPS)+OP+3X;>|G#8|/5"1>_I K?&|@YXNEW^3>|Z.GZO*8*\KUHW)!*O,KFI, MQ_3,
L;CFMKIUS2OV%SYW|'K/U+1:Y=-4ZMP/1L\TC5J?9UM;UW/'W:0-JNJ
MFM))4T*QR;ZL,IR3@_P+>|72"<#0!3F|O&?SGB,U:5@*"3@=-0Q&CUUAU&6
M4!BDOU)WSW)|F?E?Y6_H^|',S|BN_07VK0N|@M; ME^|LS
*&N=687BF!52;)0POIZ+H3O(W+T9|+3^Q|Z3V\CP.%E99Z_5)_DCGI'FC>PL3! N>.
M.XN^L\$@2(8.C@N-S4ZB.YN,_97+5MP-\$ \$RK^@#0%SU5*(#':K)VZN>_J#LW
MPE2L5S)>TESH^4W>BV=0(?S>@R\$ 1/.N7W%XXKKF&_D62+3R4G>I 7XA+0MW
MMBQ/*;?I9|FH.V:YO'-"+Q0^G\X@8*RX?WN^HTDJ@|2&M MY|M)T|S|I-R-
O7FR.KUI+\$KW=&0ZZFGJLW&|^*TF|HS>YB M0*;"T0SU/=+1#5G!='3MX(!3UM2W@+
|X(8-JQQ=K7|S^N;Z0;S'H'@0JE MWV%"\ZZT8X>UZH5-TTR:G"D-*RHMA64>7_JK!W?
D6+(*F^05M;=O(96 2F|TT3*O! M_V#(O%N|8A|L?R!1:9&H;&HG;LA&9V@WO)TX"
<313+Z|^*#FO\$)<'C9:-W2W+M_|@5P\$;"=X\$7/4F?G>
GB|A-9=QO6M3<O0K*2|D#C9(*1>VK M"F4/-
)+SZC5R7@L|D:G&43@OA9).2&3T6C@OGIC0M8V#S5@2E1:)RO.CU(K,
MY8542TODY6"3^:/?OJ+:-UAVEWX8M2C.##% M@9M.?
_;7@\$8%I%C!:+!2>@(5Q8%/\$P)%0W|!ILVQ7':(3/E M),>H@P\KO)&|.B@JA\$/%2 M.
I0'&_1_6.6\MZ7!8+/N@' K6;-|AUX8CM5JS5_HY4 5/%\ 'K\$C-Y*H#VHDZA82=3#&&AU!
OG9S+X&M1!UF_MT3 IL\4:_Y|S1,+R|PIPKZ+JC8K8.ZJ>MRT;M9'V|7 M1:&U MR="JU;
(C?EA,RL@|NKHM!;HZ#1.8G* =S=0'E12|+J2%Z:.*"|&X1|
M<7=1A|UL74)|CSI^OGTTQOH!@|[%5Q7?3U%6E=%S.IK5"7<3,)FU4C8,/H!
MT|N*K#3:YTU2L|D&MVJA:1:1S&|2E1:)R@%TS29Y:9.|K*5K5@5T39./0|/>-
N==SN=|86=|K+?W-N) MEN76E5V'(:XI8% C975LYEK-SYR.\$3W!V#NTCVD=5LA1-
I0Q5N2L?GA':G,VT M3|SI@ (W5'B%;2VWL*J@-9D\$<(8OT1/+T\$E(=#SR^|FQM')R=N7?
WX/ 5\|D) MJ@B|G#HX=,KK;PU.M8"3-
5'&7M)3SM2K58X4ES")12B|=R*G4\$@.@OOL"@Z=" M@O-N??>2O'*M2\$_0^G;LA-
>7N|>NNR\$@5Q? =H*F S6WN|I^<') "W0F?!PM*
MTU3^WCZKE^J96I;_RCR|!E8IV|I.@D^"WU+!|A E.T#I-ZQFGZE%ML(V|^JR
MR!S+NVKR&OUFUX"|!);W@GVH:UP!|W#9U!NSG". CH*CRH27X_QM!?!6W^TJ; M*LE?
7A|H6NJ0'\$#|2|B|!>|:MAJ= \$I"L9D3*|BPR46/W9QHSSQ=M
MZWB|&+5H:X<|K*5_2@7T3^;HY M,\$\$G46F1J#P_.*?S9FZJW>P&3"006UF;6@5K,SAK;
|8NH>9<^8*"FROIQR3P M'I:B8=^D5_&|^+X?>|G>-HSH,Z0S;4KO\$7AL>-GQE+?
KF9R.:U&+C< 8VN@ M=C7YX\$,ER4E^0O-<.U+|3#<|0UVE'F|G) N;
VA69VC1^6DM\$8BU7\$RK@HO9 MG(LU6S8H@I:3FP^SD1_4EY5(0;23!|%.?3T%T0I!-
&!=6IN(U\OS6*XE7G|H MQ,O@QT>:-@70VB\$SY::V?B3:92B=H:8WVZM-LG!
<6=A(NPRU,QR0&,\FR?T.8VCL6_L\$V*V>PS)\$@6CBL+F_G7@_2B/0*Q MEG|95?
OWC=\$5ALM&Q3VRO.OQ70:1LRYE|H.6>#>@RZ+8%|6^*/9UBMB7B>1+
M:PGY>GFNRK7D:U C^;(Z0ZTKZ\WMP+.%Z%ISL>7H=|LM B M6=C(O08R"41|!&
(M|QI4P+T&HFE'L|LX4^PK)S>_WWR.#Y.1Q"OW@SC^A=| M742N#Y|0&
(S"8!0&JY>)*0-D8G)+F-C+M=H>|LKD:|TEN-EO@5AU-%
<&F&RH5Q|0F.2<9.7Y717A44/%Z-H# MJBKA|"L97-6%6R.M_*PFYV007&UG-Q|^N,?
TI432/ITP@D%SRAX1L&S^D1,
MIP^H@JR1A,T^ZL%B)B8BJ71Z4#N\$HMS"MH4&S,5DH5SDX6-L3\$3.W30H8/M
MD(>U9,JN@\$R9&ITLUBXR=?|M,0V9|_F_|:L*UW/1CT*@U%I&\$7!:DQ(5/N*
M26&P)K(JH\$&UA<%,//QG8'3-0;-S_\$EJ-|K:RR)351#,-/A)42K%P,Y)5)X? M
S,'7%X4ZK/9#GE9Q|J61>98K\$VT|6CVJ7,4 LO)S;>K_TE:.*DI7?C"ODK-1
M'.SD<:A37T|QL&(<3&U5YN++|VNNI6Q*C93-Z@P'74,C7W@|9*;<"E>.%2>S
M01H,*ADZ)UG8&">S9! (L|EU0B006RF74@'ELI3C=+*G0%EME(M%N2|V&">3

M7KWCRSIG\$96.4+P\#^5:_J76Q\|L%23!|K43K\$E0E-N
M=*MU1,PL#4^=DQ42E7,2E>='S"P,QW?-P<-'SDE>3DO?U"KH&V\!HC0\^DX1_MLSQ!"
|QH!%:&"|3-7811X+&P\G1"IV=/'1UZNLI=%9"W916G0+|ER=:|F; M5B-
WXQE)IBQWY8;7"Y#<;+;)M5KHFFQF+"XG*&8G* ?3-XO)B4?2M'?*REKYI M5=
W^SCTC;)O|= \$W?|O(F'0Y^G/A^??21V\&MH?G3/EA9M*K|N9,WV"05,S
M1XK(442N5EJ'^9!MHG4OSP6ZEM;H=\$Z&QN'(*4|JTCU_D);76| #EIG*|&X
MD*BVB\$O:VF=7@&MLS6J8VL7K?O.1CX,YTGZYGNS2(H; M\5-
K6|2TOM\$F^O;R7*!KZ9M1(WW3CTC?R'5^0IOB;R0J_M+1*5C45O|J
SM|H>6B&!V,K/C"KXF4D'I|6-GSTP9RJ|=R)'NO&G"WQ;(476
M*+)&D;7Z1,SJJS8R,ZTES.SE>3'7,K-!CV!T?J_M-F)CMQ&56H6>DRQL(EX#62:!(
K"5>@^,3KX%|&XC%|BK2VYN)FQZ^R1=M^1<>?^X6G5/>G4S9Z,H6-
Q+EPM82S_R'EB-(2&B8^V+4%:%;#J=^>4|-M<3,,N;AU-
YT|D:"C5F:X=0E%O;UK&8ETFR<&ZRL#D, M9H% # |,2,!. "VULJJ@5KSMA|SL#K
4|ENB5@|L|J5WBR<6| \$X?%.PZ,-J_M5|2*(EY'9U9*7Z&05S.9E5U?R\$O!UAYV5S4.+K
FO_4)K6V|AL*P@<+|>M@J_MA3C.252>'Q)35-
'>|^#T19*7T_(VNP+>IFC4KK&IO,TLE9L??N1,I2O_AZ\$
MYL.?"R|Z;DSDA^)+IV=|HQO+Z4>|@X/OU@|<%EQ\$ _OP-*JC0GWJNA)OV)4%(
MJD.\$Y&M?^3K_I#5_R/2N<7B|.PE98X5L MG1V|+&?'LH,'G:'.UJOS+KEZ4PC&YLLY*_1A
52)|@U5|E:HP@M^:E_|J:^O_M-5;0_BOYX!%ON_,|H-*TZ-U?|_5;| #CW=@)IN;6FU,(&
(5(ZVJZ?20'4P,, M-=I'M(|.V\$<'L|Z>?M4=R=3Z^9LIGU|_?->I0J6(|-
/+JGME4YOX1\$H|^6_M%OELXA??_":@WSX-3\$TBF,T.W;0I+&
<:,0I>I6\$NGJC@1YU_<7ME_D=>Y9V_MYS%7HT&0|E5JM;!
|E09S(>NJ@ZZIGFLSGG'>).GH7^T26F35KM)GT|=505W_MJF)K76-
PK#9VC=^ISXBH'7_7MD=&US)/M0+FJ6)2HF7TC"-|_M/GIN-\$ED,W=5_";E|!+G-
L0^Z>LO*51Z"OA%'G;RJDx)MU<7HO|GY,@&T,Q^/*9BBD%G2""SC|
MS8"SZ1HXB_@KF|ND/><|N_<S(M#0'5ACTU)F'_M|\$WRE|>)/>:-^/(X16_OG>
_|%FLVHUY>_XXHBO,TW7DX6VB_VB|9/CKWOP_M5;_XN=I3-:WT&|FGE'Z^|DXV&"D#
<^_MMGAM|1|,%)J!WSQ_I5=*EV?;|&_ME3?
V_6CF1T08@;,+8"52|MEWGYL*431_T^|_/C|V?MT&T0ZHM|XJRUH_@*_|
MR6_7HOZ_%V'DC9|.LWQ_@_H.0|G'O*-' +X19@A8>H5KK2EX8+E@0HEISV6TD
MP0Z3&,_=E|R_TMY*X439SJ%FXVF"Y?E;X_4,RW(=KUF:(-%|>AYWI.X,|@4Q*|T4
MAA;C0XPF7BCMHI=?2PX,S64S'P4_D-O!G8WJ(|@| \$F7," ^V_P4|0(8I7-/M|G@NXL1
M5B|=*)NY0L%=X'6,/%)GNAQ,!|KD_N'1C>/(T|C.(57KTMK,V_M\$48CGW,AY"4+9RH%|*/
XQP%;@_2!:0&9OD'VAM|P;:%25_>)=P&EDRQ=;DK_M.7!|I^-%97H5^7>,)Z@|>M&\$7QW
|H9<,)VMY@ZXCDPK_0%|(ZO+?Z>%U=TE|'OT%RA2^)^7:/-
_&3Z_C<_&DB0\$|9RHR7|N4CP9/N_M_0_#/:7:OR&L_-@W?Q%%((1PLV.!S_"_X1LM_C

SZH.,7@W7AWN_M0*Q; YPD?T)8?:(W_+:39=^|W+!|*:.<|=B;>OQ%SD\$5^+/_DH?#
W=8^E""|_M
_-\$"UBU\$NMTWOI\$=E|L3B|7C),3BH324+=V*/9&#@|UBGZU!T9WZ11P31=67
M@J+J%AO0M0|55Y3V?,O<-.QX""@_10";H|G_Q1YG\$38_W<>|HQ6Q%:RW2G?TC_M6'@AZ/"
N5XD?71&(/*_/J_@EBX;>Z@#;|G4?WS=DVX8DH|@NQ@D.^0|_%Z|_M*\$S\$>-PZW&X|_?
WZ_???TNO8IE|D-B.B"ZW'S|_MF'USD_|&%L:9PKW1TI-NG3>|*L1KT6=/O'/7#2-<.@?
F*\$F4X1EE>Z1'P^BY#CMHNVUX/GQC|*YP%SQ.?X
MSW3|^25@5K+Q&&U&IQO6Q8CRNHK;?6#:1=Y|NCJ\$D*|V<;G#;LFSPPF8!OC>
M|2LA9SA^V\$U@/ZT?9U0VR(U&P>H8D37XBT|Z*!'?1Q8(\$J)=@&C
3#_@\$_.:\$7WO!7E.PF%*3RT(&26|V,0SV6U=2XN'>/&^X>A7#U3M#HZ<5
MXR2_=9=6^)^E#WO4PVKV&:/_A%YO!_?;6#WEPV)!W/<9IKR%CW|>2=OXW|(M
M_ ^UYH|VUD?E>HS4|0ZM7_MXCX4|HSY" @YBFH78;_@| %F\$B<4M8,=
|R""2/8LFOIO)Z|N55.,\$DFJT3%(Y_MT|N91VA_/&"NBQM+T6+FW|+='|BIX"|TQ.\$
M+F#HXUOK84G0X|V7;YSR|?CS\$5PG+U<0S;J=)N9+<9K@|GT" G|F\$N|(5FCN>_M^LA-
Q|^PUG?MC7T=/Q!-|C_XN'(|W>H,E; *N\$K^=CYENU2WF%HGY5C'?M97@
MCF+.F|^;)2Z*|Q%SNVXQMTG,MXFY06NGH-W\$7)-1S,N|+N1-S#X-
XY7S.J&02>)|3_J1"VO<,T_B_M7J,_%| =>30>|V-*|HP!UBXZ,_%N\$09=T++'ZT2B=;%U4^;
YC3E_MW|;1XHC7^(I+-T05RL:7>Q20A?VW_.8R^2M_ADF7(E7XNQ?^C,L5G#NFE.|Y
MI3.J.<"PXHY\$?N-@57D1|XKP>A"@%7|+PCUQ/LJC_M|@1#|<4D&&*<.)=?AEXLV
ZX@4#*_DQ/"R,G6H1K_Y#G(V1UY|HH+RK_YB;+ MVE_-V/T|DL:|?
X^ZRPMC09GS<.9^G:8Z;EH^U;'+/9*(3DLYB+>I*S-)J|2D

MU/1NB1MH::==7FPGR,S3TKJ\$5SR5& M)JS^\$%A%09f&@^9*17B2M3;
C\$6I!2#,'G@7B):9H2&Y/) %@XCPP\$ B6,@ 1
MB^(9S[F4Q=TT6*%\$K4D;#!64!\$K)TJ6.^GRP4W8804D)I9%7FBIDGH,3#T1
M=5V25,F8C9YZP)C5GK5YS%(V|#+-K8G=XIT6N(7CSRZ>;S2<0)R^Q2LCLJ27 MO?
4>1LA 88P7/.D<4W,PC^S>XIM?::9G|%M#Y/+T!)G3C#+,KG2&13WIV)N MTL1?
W\$WB=*34+\$ \$UC|?)3R+*GN8-&:8=?P%U35&@47H>;F-'<74YY!@W0Q MI6LQ!8N:
(|B%@>D42TPS(\$2&6 |N?,>773?P2H1\$G .U9)VP"ZO^"|Z!; MAY3\$+5?K+Y?
DR|6J_-&:4R9?W,|N7J?)|H|EO"PN+9DRM|H6EHY<;PN9|I? MO/*#\$ \$^YC%>9NOWQ-&
<{|+)+G?X'Q)0XJ03DY=Q6XH\$|K(E.; MI3GDVN8G+=.T'|T;+M/'L-LJ|M=L.+
3GX|+=QSFRR>R|UK.G#BE)URM(\$A M?
6>1XTVEST|PDT7AZ0_4/J56*U^E|^S!G|)X=M'F+^-L9|6O:GBV|^"08Q1W
M|@5XRJGNW2A^OYY^IYS:GGYC;5>_<4SU/WH59S;RG&EF|OSPQ:18^|B(%@&| MY-
6J^_N5|I:O:|>@\$D00F3.TX|^8 M>_ \$?%OBETFFYTAC'|;HB|U|3+_920KEL?
_2|ZDFZP+Q_V*ZG:|MF^1,TS PZR M>|HX847I:W*IW;-/1|:G=59MD<;4FV,I#/"\$>-
DZ5@_O(U@*+UM27ATJ*EAK M!G|^|LJ62(39&0Z*^0B%S)JJ)>\$,G
>7GZ^~2=|8)/W=G^*8 4.09Z.>|.H= M7YLYBW;)9ZK;D=!:0&WCA!6Y;SP?3W?
E5HW3DGLJ2;Y>&HA|Y;U8YW35A>> MME92|L73@JA4CJ.EY|U*U
MKUH(HP;1T@VZ<= 8&-7Y|5*R=K #FVAI-3!:\$)6J85178!<73RLE6EH!C|IS
MF_0|S&&^PDN)BRXMTWL&,V6N|Y#YP|J4?V)X=2YG/AIE:??>7YB-I:NK&7FE34
MYA!3'4_=ZAKFL0Y|)F)Z5\$0M\$97*\$54#1"5B^D(1M8TL|>OH*::)Z8BB-O'2
M#;JQ0EY:HA;USG"@ \$O%L*\$S63SR-SI/X9RTH"9-8A%CYXA0BHN*|+S!X"HF>
M>4A4ZRL|Q<@DYKG>03>0:|7;R6DNYH1"T;+JUY>?)N7GG@!;88E!-E9I
M)R7I5NC';>/TS?X T50G!KHAW&76BJ869HP4#RDB!MH !EHB"Y4S4!MV;:|
M%E'0"E#3?7""8)5^\$N.DP&<^|*D>@)AG0CHJT|(\$-&1 S(!D^AG-8!9\$(6J M=-0.L.B-
%|@LP*|G;)8L_||1R*:%)\$ \$|1P|)RE^L|&M%N3%J0H?)\$6|UX M8"NQS4:
9T%4*=@=/K3,TBN);+,"|+R'RZ;>F-7FGVTCWSISN@EX:E*BI68U
M*>L5)MJ6J\$@=7HM>|, @1WVP 9);(0N60:72&Q8)?XILO 3';2,+.CG5:78T7 MHUC\$.C?
HQ5K3:(U!9ZAK!V,DT>LO*>C78|N1(F|3)%7T|5LY;"GW MYR1(1C-W|MC%;<="|
|/*_@*MS7SO#|;BR&0I9 M=GW1:/-_Q\$.W%HT-^J|?P+|M4/?A:+/Y:N<)O/HO!O?6?
EG)>32EJAISN7M,|^<=/08F^|_@^<1FN,&EC|
6C9|"K#=O@XRE*_@+NZH:ORU38^L.U-*3CC0ZZ8A..J*3CNBD
M(SKIB\$XZHL.&G02400#?K/P\$;RMR^PT7 K|45TC-@-8TS0IX).G9W13)^L
M)M=:IFE8(&5V@UK3DF"W1|W#W\$S"72';E'F:|,SPD;XFBL#L;,'V*VFP*WUS M@FC&
@K\$4FEI2>J2:&|;\$;7?7:DL;:T|7W8'<&1I=6SW80J"H;0686B(I54/J
M0.D,3)*E(I0Z.O&E21NBU'1*D5'+&M MKD84LI^@6"(+E8.CC;\$5HI!UH&,8LOO;Z1-
(^CI>VP7&#BD-3K:#74*D=;K|2%&C6-9/?/TD%HB*54CJFF X6L1WWRIB-I&(G9VS%.1
M^|H!?'MG6|HV|=*->8=W-0BC*TX5DLQC,(F+:!0M2DKE**IUAN8A*\$J|=14 M|>\$=X?
K242_\$1|ORA&0BI%O"6H-:O;@F'L|)XTV\$20+1*%RL#3HJ|<7B)5M M)%YQOS3-ODH|<
M_K46MA|JZNK!B45\$/*MI/E1|_UK+H-5ZL+5Q70Z|8,9A3>)I:6X|H7'WZ|)4?
00|B;!*EG8F# MED@GI=L:|X=T>&|M>=A3/S;GY#%;16==UY#I
_&8FGM9X_9&A|Y700|\$&L M \$T=%BQ"Z8|;22&N2*W6S%I;
|PPMH|I|M\$H7;FMM@S)K
M7S2*MI&3G1T)38Y2>5Z.4&NIQ9ZZLL)|@9XEB"2&ZN&P22RS3E&H#S9-JND| M 6Q&
(API1||L5"*>%|H|G8|IW::8LYKCQ+6P'|Q9T@&<2&DC?+@%4:GYE88H%>80|0>HHQ-
B.3N0#ZXK(48 M:R6M;XNR4C&FFK)"<=&7BZEMI&EGQTNQ^%.F3D/;5&.%Z44E:E'M#
(W#F_41 M|:P&)NM.'S)E|< SLHEY|HR27A1X,^G*|^> D_#X2_?!"_V
RC^)|@)9TCE#CDQ,X MTN7HSX47>KC*5SY13@IW#@=Q|2>UNMW@AU/H
9OPM.&FD+5GXT\$R1)9J|HD
M%06V*9'(.AR.'@P!7HQTY0=S/^"MAXA%GC>+!'34*::Y62FJ1G:|L J>2M:5 M2X)81#
(:|@)|EHE(Y?FJ=H4XDLP|?QB@70|"Z-@@2^(SNZDL&99EI"J|A|1 M6|LS|CI28U"A6W9?
0-414&VCJ\$*)D)X>4\$LDI7(|;#-!A'2%PFH;:1H9|=) MS;ZJ4 ?<+7JOPHY|^R*H2
Q2#D90HJ25(&A!4BI'4!;0E+)LZQ"%#Q?007#D
MPXB>1/0S8!3YL BG<.S:/%G<%NVJ|)3/?5'40A0=*-2|J(DH6B8JE<.H#3!Z
MR\$'91\$1WAM'9R |8Y=<2"|TYY(^;?I&68A3R^BJ.B9|T^|;U*;H6V>|AJZ^H
MSV^6,>9\$1_=548^?K|)O+B4B4LQ4-'R
MUJ08Z#;G77.J652>163)Q:YLO\$|;D454>SF+BN>8%:TL2L:M #X_R|=++RH MOD2B-
C*QLZ.>Z9\$K ^*>&S1CAM\$Q*6D_@|#/C!<.&^VX.WQAG^#CY.!Q(MO MJO!VYK|H,_LF
"4<>0_L|:/G1H/DS>2N\$F#Z1LXN<6Y#1+?UEQ34|K'E2Y&W M"9C*0IQA7-SNO=F%_D%

M7)W[VAF.QY7-4,@*[JX&>(:D#\$6X*]@3\$YCOB)-MS\$?_%LUU8=US0MS57U
MT=BV%5USY=01K::Z8]52_F5VAC]0G"5_+%WA_I]X=_ZSG#Y-9Y4TLQ22?OL_M!W?
PU)O(F4W9D_3>"]@HDCZQ&6YPZ2.L1>.G.L-V]ISG0A,LIO1A+D+|2(R
MW1I*#9I%^99_ST;L_I8%DJ9T)3"NM":F_QC1?!TT::YZ_82">09U(T!1=P
M5S=|7::"5K2]P*C9A:8A+L;2:/.=&.,|.|\$Q|0<77F7;LR4)#QJ0O?G+|=0^ ^ZA<_UZS>
MP%9*OY)[Z>>[D:>='JCH,\$Q|VP-WN]6@9ZOE7^U]*
fUG:>9Q;@700;R\$K]HM%:XLI"2_=%(AEY0=%P6\HL-
N@DD)@+W#Y"7>F:TVE>XXUQC4&#&N.2V)^9V-?GG#Y>00Z%>G>V?
7#XPN[_[H4_I6].\$,U8_M0_6PE'LLK!_1P9!RCS?EPAC-,1@&G:'>-4PZ_[15DE(?
QAZOI(=RDG?&V,5T_M"F_,N9>^SIEPLE%6,IU:LSH(SY,G_ZMV7" M-T@0W"2N.>NLO#
IE?1/!UY)KAR6SDLEYEEH:.\$ISR_C:2VAV"L^M9C;'RZNK@*==V3:(>38044LDI7)
U=#PU8AYODA\$;2,-.SO>:245Y?G-#5O+M-?93C(-:6:?
>&6H:14*;B9\$%4:@<(PTPFHASUH&0WVZDSRRX8X%TL|BE2"?Q
MS9*T(HIT;G'+Z15VTM^7;_+3Q56S06G(+UM2]O3@%D6E\$&C)6PNHE.L.H:(EL;:"
M%N-X)X|3-=T=6C_GL574C\$JO|.OB|CU_2_L6#3\$5<^,JRI|9?;!I&TM!=E3_M?YK-
05H52TA5ZV"D);):3>?|@JA4358-#23BD.0B(JL|(RKQVRN)|X/?V0!
MQ4XI=KHR?:VO6I2JN^7H3*/"EOO[PJF.OE^S)%A&Q+4!<%HB*I7#J7%@|0L1
MU(;":10YV=D14CL^"8Y:&FW2BLUHLV,T/,K&T4"0GRT\$0!:>YL%P|1R8N*C
MM0!HQ!!!_JBA_E**GRZA*,5/M|OJ*DSA+5&+V(^XJ.MDH3ZXJ,VQ4?K1|_
MF4^ ^.:YTX^C1R=@1\$")@*(UR0"NDUA5IB|6]2_.|DSM,R#VRD0PZPFXEE|_M>NY
5.*"&8M\$(GCE|ZQ&8NPC=_L3OKNN\$X@W3S:6]JG/KE\$-ODIXP.J%|VB
M)56Y,2|:@8HQ\$X%^<.:1%(J.5_&I15"H'5&Q05"P?HAG58CZZ<_J2%NM>E#_M;9R^W5?
TYZY|PR-@SLK\$/6L41|J|H.CG3CT_E&Y8|."-6&U(V4;V=>;EGFJ?S@3=K"FM*KO*
IQGX-.7.MT.C:VL&U*L1-*|4\$DFI&E)-!02BV/:1XIXO!E/:2,;,CGUJ?<6FE-LMRK"
M%D0EBE"%J.?!/ESBG|7@9.TMADP-Q(&H9QTPZ=W=>3,8P<2YEZYGX2*5|:D
MRSLV&SU1;2.DFC5EA.NZ^V.H\$2E:1Q)XJT-MEI3ZL/5XR4?\$.:'&UB>>>93U6"
.2TF|=NSQI:3=3?JRPJS=?9&5'Y%FF07 />="<|@N6W!D.NK
V#>\$@+UY2JNR86Q25JK'44D_B#FF_0&RT@5C:1EYV_M=D04T?;
P|L:RR_V5(FU%KY8:F=H*291S6;"8^V%+Q9V)RKZ|(EJ5@&/\$;L+_MO.A)^NP\$/QEO^)
<[0I3H)T5%,>/(I%+1S5I2-6KMN&!ADR+*UFTD8):(0N6_MB4>8\$9VL_R|#+TPRAHA-
4FKN,K>4^T@M|= /H|K:AEJ;21O#BG\$0Y-TU_T%?5_MYY|4UEHFL:>6;\$X%IZUWAEI7-
ZGW;4,!M?8L(=OH#(U#)4X9V,!M8T4|.PX_MOQ:>J-1?;)MB-&IEG0-@G529V5",+
(A"Y1AI4B9M31#IA.S):(9)3+,:6K\$ _M-+>H1K06|O"VU1E:,E')9L)D418JATF|,SRD?
P\$QR8;:9!OIU-GQ1P!&@X*6_MVY2A52,P6C+V]J%\$4YH*C_59J!@8+5FA,SMK
D;_C^4;IR9RX(09.'#|X^MP..N|Z0K/Y@3K21:F9N^\$;E-!10Z^Z'_M8,G8-
TBW&L)7^Y%S.V7P7|=|&/(QX0IYLX7#!_4W^#@92+S,I@K08>Z+')LW_M?";R'M@;Q|I-
YHDNS5WE<#3-W)VB7;:^M-%M/Z2@@(^MB0|C914CEYR7K*MB-
7)_3D)DM',G3MV<1LPY^>%X;|OG&FC|Y3B"N+9KJXYKFL;FJOIH;-N*KKGR
M|>A64|VQ:BG_,CO#RC.DC|&:PDD9Q:%?^L[P^77>%)),TLE|;?W;%3;R)G_M-
F5/TGLO8*(-^L1FN,&EC|_6C9)"K#=_L|JU(N9*_
Z;)C=C|+0LD3>E*8&9I31@QO^,;+X*GC3;/03\$0_-|G4C3Q%W!7-WQ=IL)6_MM+R
IMF%IEWH_B'A&^9>1LFG1J*C.%ADFCV_+8J@-'7F(7N3_.5M0D"|&1<_MO^CMO1,
E;F(X<"8%X")+ZCX.M../5EHR)CWQ4^.O^|!5_WBYK5&|A*Z5=R_M+_U|_
^*TTP,5'8;L:WO@;K<:|&RU_*N|;Z7W+,T|SJW@/>C6QEMM8^="5N*W
MC|8*5Q92LC|:2=(+BB[NWIOIL_B<.PDDY@+W30!;@+E|_*QG,B>V\$G_,QFCKN5*V).>V
M!;@7)4X8EV9^!@'%3_|E73XX4Q#|O_M3"1(+5XIB%C>-J_00SPX&E2V&TXY_MT|>:-
&N^7V|+.6U.L|H|52L-&N6201E#'^<M_,LBD+5@*DHAW5S(\$;Y,UZR.R^Z&07>/'
(J62E0MG'Z@[YZ_%"VED_L=VRD_MW)CC7RQ%A7?6'2A4UH\$("T3E>&@%X(E_#^<,\$_<Q
MLH?WWB4^2GQTU7%+=2;FAPT!U\$'_/BTDN00HJ.-0-2"J%2.J"9L8HJ\$UB\$+
MG_ ^0;I&!7|/7*PAH>OH(J?9A,V^JCR_HWUK*<>>^K""7KW|0JF%4&K(=!|I
M0Z&T|E:^EH(G>Q=3S(B<5@"EWZ^!E8ZC1R=@Q\$J)E1:/AU'LYQ_KW5JVL5^7
MG\$&%!3E%|:C*8.,0|VR5)!P(D7F+:NS|8N|[%?UC@EPJ'TAG&9?<-D9!SX*;U
M@F@;=&G945!_3?GY;0A;2RSVU)7-B8^J*E)0U3@XN8@H:"5M"(NB4C4%5?&D_MIZ(X\$
6M_#V=NQF+?&QP,@SHJ;+V#SBTK;6D8S_MV)Q39U2>M:T2GSC051VL_=8\$U.1.2(Q.
(G%:#H_ [47O:3)V|C4.|^1'I+(:R*R|,Y&&G8FH)+0>S(27/9J(I89/IS"
MF4I7WXA74K0S#ZF'I)K+;?81T|B'6:-)%-3.T.#SBIMDR#4EGFK:91Y>PY
MVD9R=H9L|!_'6LYQGX:L),H1+UJ-T:D0V6R0(|4&G<33H)_ZZ,W3ZM|Z4
M|6,%03I&'#M#Z?(>;C9RNH"HHQ|14:*CN:PAN:|,*/UV2Q_4*J.>^|IX^>%L

MMDH1T4:Z>\$M\$17(7KPD2<1L9T=24T"E/-Q-6K+6TUHTJS.T M!J2*J*&
(67!0U#X0.8F0!H78L\B9.5BGP@(BH)1GRUOYJ91GNR531*OPD):B M0M3ESE
_O%NJ8**32X: -19A/EYAF,J&RC>3JH-AD@H\4\JR@\$Y5Z8YX6Z\$/S
MX,:PQ"8KP<>B+%2.CW9G2&UL:|"^YE'1WT2LIS1#ZL>T"^AM71BKUJ_*L_J M+"I*
YL,:13#;")PEHA"U;AI*(V7S<:"/E.CN.J:A\3:92SBWZL=;^
MM08>0:8=W""!.&8E4%E\I::!YX\5X\?\$.8\O"M^N_B=!1YIQ0_*_Z_+U..J M\$Y-
XYJOFZG4BHYZ9VA:%*%L(CJ6R4+E\A@/@\QR9W1?W"P%(P,T3O)3\ MD&*4Q!_Y^2?
&\YN\MY8T\%F+5R%"\EE-8@SP)\$\+H++-1@)HB:A4#J F.@A MYUL3O\P90:_\@T*8%,+
<.:?I67U.>\Y=M+=_82UO*2G-.43&LSE QNK)-8,: MB:PELE(YLF+'O)5:IM4"K4Z
AUS_G3G3:+(.9(FP\$F\$=J*E"OTZ\ID MSM"T*:>VD:;9(@M5P^9 H0K-ND
S"CP_DGX/_\$>.FN\$B@)?&H\6/"@C1KR4
M@J"YYK1TA,HF/:DUAAH.U,Y0\^H6">C94\$@MB\$KED*J!1! 1K053&:AOZ:HG M??2?
H/_EW_?2I=AZ(^0BH8G@-@V>.(H1DITM*Q\$5"\$ZNLVH\>*EE9G MJ-
H'5\ \$0WZ03%&H\17M@'\^T4:2*B3431-G*N\R.9<6>%YY7&M)99*DKC<9X
M<4UL4=15!@=W7JB @QZV-UZHC-2&IZ:R'D^7L.(C/Q=>P!*P
MDUZE7\R7:JM@|P1J8+NYH8Q5X4EC)9J.IQ8ZN T?\<8J
M>@L51:%J)ZNI'=:&C\CA'K#Y;S:*I'>^T;Y1N\4C:3"SZ7I&WV56M=N9@2*
M46O06E.'MV+9#:2%+U(4\@M-ELA"Y:AI@&W;D,AD/W)NIPS^ZWH/0SXF7!JO MMG
\$.X6/DX'\$BVRJ!;F?NCA#\X\$H&PC\X&\?3<:)LQM05_C3?R-DESFWH M3Q?
1^DL*ZO78T,Q^/*9BAD!60_/IGT#<@8"-!7,":G,6.1)\@'N
MU;|XMFNKCEN:EN:J^FALVXJNN?+MZ%93W;%J*?R.!,?*,Z2A835B,0GO!O M?
6>X_!H/*FEFJ:1|H\I>.I-Y,RF|\$EZCXZ12/K\$9KR5Y\$=8B\9/=8;MK7G
M.A&87C>C"7,7XD5DBC.4&C2+|BW_GHW8_2T+)\\$WI2F!%:4T8,:_C&R^"IXTV
MST\$Q\$/^N9U(T\1=P5S?G1,LIK04M+X\I=J%I%X;_1_B&N9=1ND@T5\$<+#+-M'L
615":.O.004G^\C8A&|Z,#XY?I/;>">Y !\9P8,P+P,075'R=:<>>+ #1D M3.[B)\=?|^"K?
O%SS>H-;*7T*|F7?KX;2=KI@8H.P\2W/7"W6PUZMEK^U=ZW MTGN69A\G5O
>=&OCK;91<"\$K\=M':X4K"RG9'XUDX@5%QV4QK\|BHX\$G.! M^R: +<#CY\I?
Q*:>LIES*QFZ>DF ,L:C_8+7N\6"8)HKD)=GT92"9E\-/
MV#=7(LU).+XIJY>"M:035_N*3EUZM^5OUIOB9'6& X6Z\#8R6ELB"Y5':VV@
M(@V)UKYL9\!W9^8^>^0&NY2,>G6S@M42\H^#\1!-3&6##9.5\4I8\B)<%HB
M*56CJ:508Z,7BJ9MY%_G5U0:XR?UXMV@%6OEFY8*?%.C\!F F3M=-/2P&(B
MNED+0,XC/Y ^L^".!+=-XE9ZSVXC"CU3Z'FH'P*2K>4.>WKB*JRAV9=F\OZY
MMG%PYP5BF=4X;6LOL;&,PU"4:.,NV##R83A/TC??FT6U'>|=1NYU=F33ZO,6 M#M3!:(
R5,T&>6LQ(ZH+:T-DM\$V24EL6D76\+""BJ;NCAOOH^V\:@!Y/6UO, MB:92:+38+_"
\$|L:RT7VI"*UIAA:5F=HR'2L2T-I:4\$6*J>E\H%-Z8F7\ID&V M8!:#_8<1\$B8ERAZY!!
|9LX1=&K7%/6P9L;&*OW!\5KA4_2X-RJ-M)%Z6R\$+E M>*D=AI?.\$)?
&2HQQ\X8\ \$A0TO>^ZWSR\|P0.J03JZ1:SFSZ@_B\%N\JNR&?
M4JX5,_7.4#6)8S81, TM\$H7+(-*B2\ P5#9AMYUMEEUF)"D\$VYM5M4HU(K2@XZ
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MFUXA?|PS6=:V #:|IE5,YR!Z>7K@+!5RI'3\@S5DLY1Q# KP,X)"Z: ^Z*?T M;O'\$
NG*#^;4*8A"F+GIV_T!9<-N.3"RP@CF?FAJRS*Bj:I0KFP3T;1\$4BH&
M4UM6J(+S14)I&ZG9V7%11>U;E"^|62?:C>&BMJQB P35*OKMB(LV #V+DE(Y
M>AZ8'41\$=&?TO'>"<\$*M:HF EO1VMRB)=J-
FM,TZO%:"U(MI%IG1VU!%CDCEF;J.5:76C5F29KRP-X*X.#2TN(
M.U8!BT51J!P634J3K0D6YVP4!9Y!9B4&8LN5_OYS?):2Q+V3.JH,S/6EJW.
M4+>IJVP3@;%,%BI'1DSP.00:B3'N!XV+>^ER 6/P(^!^!I2>94(B2BB^+Q9>B MK(2*+S?
4\$C0GW4>1,6"I&#J1S@9B:XFD5-VM"J;|'%)V0JRS%=#:1F9V=E0T M= /G9?
^TEG_LI2*KK\$0I48\J9VA9Q8P.8J(-0,O:*TUL!0).Z30A(CH\FCI M1U,6AM*
|P)FY8=6NVC9RK[,+89\JE4HUM\KGU%H!\$H\ 4XA.-A\$@RV2A8I?,T-VE*O5;4
MM#K#04E."/1.J\F018J1TW\|L)H2XIT\H^8"7XUT.?ISX84>+C,581++/&F M\$!3:)
<*Y,WXIS M@ZCO\(:\$R3H\FK953 VR32*4#<3*\$E&H"H// 6,Z&03D;*M.KL>*325W2*
M7VY1B&9S?+&8\$=35=3I_LYG069"4RJ\$3.P-1=+,>|)P#=8+!)I691#6):I:|
M98EI;JH\J#6'5L4SP:QB81Y1S=/C99DL5_Z8-G'-NO R8(AL^"5)6P2CB0,W
MD:ZOKRE\29V"2IH;-'6O;7<8K\#*RJLW=R3A&JB4Y!*|6G;)"@'(FE>1L;> M+^9>_(<%?
JEX*!T0!\$M5U+<-\$9"S(*"O:P?
Y;HIK5^&IKK^;4L(L0!3QK@<1'QN89H:1P)X4\|^%.@RHY MMH
)HU:TY!V#Z'B4)J)EB2A4#I:8'431SA<(EFTD5V?)A6%N@-MUXJU5IYH M%@
D!2Z;B8^U%YYH=F=(Y\$4 H\|L\CY)=T\ P3NY#Z5/D4M,\LRCDG)\I F= MKKG>P:;

(%9ZNN6?:C\|3?G2=RC::B)YEHE(U?.J'GA!&|)76?CAW#NPOC^E
M:|3C|SUG(@1R:14VB*J#IY?@=):HK\$?
SZBPMUZ)DE0|0|TFRME\$T"P1AIV.6CTQ5FLT\$R=IY^D&\$,M#>N<1
ML=P=)6<_DXX&E1\UW49&=>:\$TNBK*M5F;E:01JTY/OK@*+4C1"BKP,JB*%2. ME29Z?
1K"/N1QCR,>'Z>+. %PP?U_@X&4B|R*8*,V'NB|H;P)0 MMI'WP-X^>FXT2?
9B|BH|E6_D|!+G-O2GBVC|)07U>FPY4N1M@J1R3;JFKT2L M3N|/29",9N|^=H;C<64S
M%+("PN|' &V_1EC ?X*QN0T9BS2),|^A?/=FW5<4W3TEQ5'XUM6|S\$U5[X=
MW6J|U8MY5\F6D<@SI(-!LL()&<6A7_K_|VEUWA223-+)>VS|S!4V|B9S9E M3|)
|+V"C2/K\$9MS(^PAKT?@IP'K#MO9<)P+3ZV8T8>Y"O(A,
|+0A3%YBY|J"MC;?:1K&%K,10'^T2KA:D9"(O=/H??LT|8=Y(|T%>SFTE_IB-
T:ISI6Q)SFT)D|A*G|DNS?PL@GLU
MNBW;&.,ZPZ">H0&|0X.WY3)_BEG^M>#9MAH9|M^OK9:*T=TJS,TK 8EOY)<
MMT>NIW0BUUX(H|N4R5N7Y3()O >6',&" ?FD5_%G7UCTZ<_P|*RGWD(|OP*
M1^.@*_4AVM1|H|*HZYZE,08OC=%4A8*R#<33,E&I&E"-0TMC*,|W9T#U7\$-Z
MQ.Z:HR2-E'/|JQUE|QA@ZVBW&PXYFH924H6?L! M9@8VP"W:3,0L*X#)P(.7/9H0FZ0
MPICLODY9?E:V M;|?K"(E?GAXYRT2E!9\$)7*P=,&WFD>T|2!B.?
NZ+F8_90N1W|N/%'E2@R4 M&"@HY-@W2OUS-VG&6K0|/#>3.T#K<.4L4LQJ4K+V|WT
!E*1\$VEI|M&7;KQ? MTB?G-J1.N\$0QAWC&-67-,BXM4"M,|F38@Y4|)B@I(EB-A
|2R2E\$/>//,E3Y.?|B)V|1A=|;7^4T\$TZ#0*)'38JFG.'>;2CTWG1?
9G%3=@07OK*O8%\$=M(HR6 MB4KE,(K91B5F%052VPND;21D9|= *8BZBSZL,%&WJ
M-&=#Q|8)1#&KP<:: M,W%-
A3AF3;+P#^GWJ7_K3)-6PY4G&K61;9U='JZBQOWYB%|N2KZL|011DQ^S
M7|9(BF58R<>OTWL@|L9+,0-J|TX7X^|9|8(-VPX,\$: M,6I@2U'-
L@:V|K'.+JK+*@|;V|57>E|@X'%2)JU8! MJ06?7&::!;T(|+:<%!M(U4|OY"H@%%-
)FZZ7CG6FC5DR9VA/BC2#2*?3<#) MVLFGA4E#Q?/IB'Q6@9-
A./ESQX6=M:5./1<|G7*A3JHP*@B|Q6+RCNW)(L8 M*3#1:%VCHG6-
K1.B<0T=Q510|H|U-7NL;0*+Q.)EV&H3_" M;@F-Y9JM1=\$VBK/"WD-
|NFPMGEZD#H|.J*BIZ>B9;)2 M.1@/*:2YY5Q'HSGX*7H,F411FXB?)9)2
M.7QBCR*'SWT9|\$F,LP6 J:B'O@BA6BE)5-8NU9 M0!8_G(P890VB|^=X,E9ZF%+ #)-"FT-
3|(.GDL|-GK8*&|<6=: (M=X:&6G2S
M\$6MLL"C4%MBT%0ILUBXCWM7UYYO&EG: ^\$(|L&PFF%><%46GG>ITIR|4V%+)5
MS-E-&M),BF3R2*8#S>8|:Z-7FJ\$U)OO' MYEV\$|H.#@96(:#79LP51J3K6:9N=H7%
(QP,BG\$59,\$MEX8\$D?3) M8S/I;N-I#|F8Y@506;MK;_.N^N;NT|^Z;4XY|ST5FMX<|,-
F/I;>M8UB&X/D79X (9|'5W86 MIMUU<2Q4M)?/9R_O:YT4-O-QK9-|
|3=&>I=PSA"|G*EV^E%^08VF38UFS(K MR|2W*;|A^FW7Q/(BEOR-
!D+A^HO;*4MEYESUX_ '7I|\$*=\$_ |V90R()B, _!*, MH:-+V|&M)5(7I"X.L+@|#/B-FXT2?
@=U4|.3F|Q+F%>2RB MJ9<4G/W'%E-
%WJ:&51P3'MX2OU"Q.KD_<;@H\$9|M|VJKCFJ:EN:H^&MNVHFNN M?
#NZU51WK%K*OS2|DUPT"9(IS)T|=G\$;..?GA3.&&;YQIH_.4XBO);<0|HL
M(K_JZQ;LW@GNX*+?%QXKO.<"A4JL|Q;A'CO\$IZ| M?/^Z|= /ZK|6,29K2),4VUI?
%/=QEM&I4K7*N=XL0|A.&|UDX"KPY M:LW+F?
O.";WPZ_@;0%|X1UR7_H";O)OZHY|Y@T@5-AL8#. M;SL 0VOX|)?
OOEU^N_ ^_EC^NO7Q+C*|I?RJM9,4-RC|*|ECU,78N()WHWY5MH
MNW*67D43)F%:CRJ_C2U9_B_E|6O)@WTFP:I=P%19\$'ICC|FX\$6'_S)SH\$F" M-8)E
9;GG*&FC)ZD,=>: #|:-WPJLW=\$BA%_JD|CQX*B%1('UBVGRR?*^NQ ML"?|@,'\$HY
F3BBQ*0P8+H=K;ID4L+O%E"MG!T=V&TL1F.L/;.K/446G#WX5
MS^G=^ZMT/AR8)9QP9KVGC|N\$E0'P56P=5";>'|Y%MUI^@?!+_&%RQQ|<2\$*I
M&,6FBZ:|J\$?OIB>-&3P(D,;P7"8%#F_I|DB),4V|I%&^<8@946X3*CAO/0 M\$' Y-N&|8,4?
O6C"|Q"P/Q?P.@4LP?=_+D#@QD|P&4@QO!LQA|R2>=F45|?H
M^_7J&MTL;D<39PX06OJ,JR+63+QWZ3LL-^P'F(3+Q))9@|5+AC_*EBO_?D&Z
M9GX\$8PP7MZ'G>D|PA'>#-1SE<9C/>%F0>VOU?%,W8G|>C|!22 (3,<:ZF4=\$
ML:EWCY8%->Y|:8>|*|D1<'N^>P|Q6"NV"@;L_ '8Q
D3J|I=3EMP&/@K0\$M8NE#P8J_R.W^Y=_,\$\$EK|GJM"-08*A" MN|+CQ\$<%Z#_.4/TM"?
+DE6>[FF^#9=DXO;?L=AY7/\$XHxD""D%RHHA|)A|P MY8=-
%V)-8,7(Y@(|Z|3T.RXS8,H/E'<7BX,SG M-4(+A^7;IW@-
B3>:X*,>X)82:ES8E.\$"30'=|#3A9<|FO M+;MA|I%:38#W'3!0WFC_P\$-9
M+W8_%|S'/CW,6K?>6\$D=.HRA,=;|0;%%'6I0;)I:|%U^>>9%KN, ^-U& M4S|S\$83;,"
L:Y1Z,J573KH0|9>9FS.U'6 UP,P! MPR%D"4_C|HQLY?#|<.: (K'K47\$F!\$|R|@+&%T/B#

(TC\$?PJM7BNDMUSR6-[M=13YB'DZ)]BX1-.I5!P<;E/8ZXS-I/\$"5;:
(EJHNP8VNR*;NRDW\$!1C*UQOD M#X0;8-GZ1/' 98Y0=D&*8.'FBUM@YZF I";B!;>OF=2C
L4OU^YF?)??.M+ M9V;(JWOY!G;IUS\$7%!"J!'+A' Q.UUQC7\|^!+!;XF&!.=+S.U|O#
(TNO!#| M?W'79_**R|\$DLPX;J:L+ UMIQ*W?9^DT6(JE(Z'5#40Q#9^T49?A6<|R;U!L
MGI/ILA|('4 ME-XKZIG#;8%USJ;SC:/HOXBCZ/(QXBC;H"2.0@&3V@(F#32PUWA1U=?
|.E%O M8-3>V!N!-74Y&J\$#'+34-R:(S 'RORG9IDOTRPZ3F^N?_JR_?'ZZO++#^GR
MZNKK'U|^7'_Y7?KV|= /UU?6'FV?Z4LUR7ZK)?;G|>8^%GWAETD_BS|*)6ZLS M;(-
\$!%FB=.;?|X;TDCLXH)KZ(HDN^O7\$;8PNS&!NGU=Q@!^X/W)\$3-7Z3P.7<
MBC.".S9#%RL8|/-FW.G<"H0;)W!?
>=30>,1I_ ^8<=|:IX=|62^YK#FIA:8_>/'8608.ECRN="D.,@SY/:' D9'P;&-(AO=
M#F^0|^|GCA<>W;7T@&^|^\$ _Z:T^7MZ|2Q>JE5*)007 NS^:0*;RPl_R=VS
M&WHS05@XU<7H98X)%QSZ>(M,>."*CW"ML,@7_S^_JA)S;% "X!_R?BHP" 5VX M^O'^
Q?_T^-O,4#+%8,!(Q9\$#O>4A(5G^)||^Y"|^X>A>(#8/*;I\$X;IK@BY5QN4(E|3&"&;
M\$,8HBV.2XLC&3M>@!-) =2O>:_O4
MD|N3%PP,R_/=Y\$88N,G\$!730=,&=#2APB>|37)\$R#KAP,14.H)R|_1%("@"^/ M)-'3^
/'FA*2E)6/2-YM-|+JO|(@<5|",5 PAPDVV6V@%VT19JE3*WRIPM6Z;0%ZTLUB-
\$F'!|@|Q0>C,R7Q#_OAZFQ#O\$3|M"(-SR66@"/ W
3RA)WU.ERS5*;F;P)1NG3@"/_ 'ORXO9F7SZ@2?NB0_R80XP
M#F>\$GNQNK+D2)|\HBK42S'7,\$ ^E# \$GBB?WSF|9%|5-F ;LG="?"<9J6>4Q&
M7C!;W,/"X,|1R,I>*|QZ=@#=#N<\$;@).&\$%(Q2VSR7AL"AM 2_L|PYGX3+T
M).//_KUP|T2T<.:*"#K|A=* _X1|AFQ)G):?CBH4IA;F+"M;ZNVO>JN;9R|E
MFJ6EP9W6LASL#|,^W;DTM|;9D9=H"OD/'H9EA(#')O8R0TC!/"3J?"| \$HF=^M,G52+19E/
M,|RLF,59,+FGH!>X=3*WFG<1IY*L7=QN',5&) A!,8PB'@^'^\$U2PLWI-|+
|3Q^EJTOIYML ML&U|RDG%1UF8"G^V^IOXL^4?
Q|*SY>^27DSBAI>|T%\$^Y/SP9>N7/FN MFT0%!!)-
IR*(LGH\$D//AHR_6GJV'K00?.K4IY;E=M)(=N!N!8T8 M7#GAY'+FXG|PI0#
<|0GKP;V5Q !GQU|E_TMNGJU3.NE,>\$B093-)T 2U@LON MN3'-
>,Q(:&0TR4#NIAYDW&)U'E86;(D|FF:*M MFV0Y<&A!ZPZNBB8AHA^F#G5CCP\$H.
(^GIHC0)>#AG=|UN.708D;#>?UD>(:< M\$|^<-
'&_EAE*K/.6#EK|@VY+X#GM*RO.W2J?;DF+6/X;|+>X;@U4:+U CM M/"AWP/)5EMB'-
^0ZGNOU8^|:CWX 4C&|XIX, MV*@YN(7-SAI/%
;=G)9^K92DK|=K&U10L'C|9"2!9%R2_!RG0#|;7\$|!'8K M?_OH-\$R68"6|TQ.;
<4|UW^,F# 'HY)S6FC<|G'\$VCEF 54+JPD|A2%&N,|/F<99.'FHN/6#P'_D-
E8<5G&>TA&Z|#;JYC)*;T6U3'/V M|I|Q|^&<85 X#+3H<--|J9,B| 68>)KY/5,8|BI'FBR*
(O+WK-HXHN2%'1 M00Y*7+^H/SU^\$4YY0|GM\$NO%'YU@#;K/P;-M@B2\$0D0
MZO+%X(&?D?^ #MRX9FJ68M,*>A1'DZ3-!VR,)%3 HL!NTL3 9Z&=1|);|;ZY#?*<
M8VMY'MN&W*K2HECS0FN;|: OU= 2JA'CT?|. \$E% @N40Y*U9>Y\$LBBE_G"L!6 M?Y?Y
=,R TPY\$,&I=7Y|W@\$@+HZ(V'*9R"7_|BKY+KN_R|_"">E&EGV0LH>R MIZSX5%?
3+##0(%*" +%7N2MA@1N)5+|)G
:MOPX)%J=S&0;/5A;H'^G7|^_.OL_(1CBZ|O,J+ _=#;+1W<0+U|BUPZN9L4 QOD-
QUMVE_)SO"IB@JG-AY,*822TP3Q-#7Y9P MT1;GARPO077^ZDXSHYX4RP|?SE,/=
<|)TS>#|==7MO #;W)-Z<&E|PM)!A
MNLY,4\$UA.WI",M!0Q("VDXLE>#R(Q5L+@9V0)T^)^E1?|_N8.IC5Y,/,H#;'? M9|
(L3,ID,W_,|L_+U,4|+@2ARUW5%47&,RPJ|M%+=-. M_Q:C8EP|QT-Z)N+!|^"LEA_R
M=|133,AAEF5)MK|^5>=7U%X-6#K3-!#B2X"L8%#(*2|;|)!@N94+Q.&%K M7V-?=
M+ZW(QN3VZ/I4A5'!J;WP-Y%|7'V#U&,I+MLT8)U*;Q-)6-_@X@\$5_|(.?
M_!=Y!9&|N6|^+4X|C@!IG7%OF|1|U/+9UFB15'|T#'|30&|CA"7;X.25
MV^B*R&:&KG48=SN|\$M|RV,6UOF)(N9?&!>;OS+WC):"8>^EF|_R>2|78JXX
M;I#!"X1|.G).Q!WS=Q"J|;3EN_@|LPH<)080=Y;FJ.E<6G8L4;/\$VYX&)
MK^:J#9=+|B)VG^V1';R?B7DS\$2\$EO+X|?
KUFHKASCC71Z(*CRNMS.2#)LV|8&DVB!=N-RB)0HH4=OH(59@Z M?
86C)AON*BYPQVTWA|_|+OPH<0QE@,FM.L4:7^A9_N&|HU>QBPM>5NY=8EY, M%QU)Z
;LW-X7'^L,8LCYG/A1!?'8 T&:(B|C^PL>B8/K77^_Q.3Y^_(?YE+H
MYH%_!V@0>X@P94UD_L32\$|7|_#_#;6V|DY2(5Z"5S,;=|:7*B\$#T_M|193&KV
M)2D@^9'!"F3D*05,|4/AP1OD7=WR-+6NUDV5)*1#(O('RMFCG6G\$>;1QU5*
M(A\$^'76?\$A;AKC03B?OZK&PYL9QAEN|7OYAD|81"^,G87(A6-O:E
M%8NGD0P('R8BL2CQ0ALZZ&:+.V_GZN2S(O;8((E|W"Q)4F8S95%P)U| CX7T
M8@A)F%CT37**S22X4,<+@E2M7\$B=?"HF3|(<=Q/;""/-H,_\$Y\$(Q.S&JW)"Z

M7PBH1FX S=N*['<RG: M%HOXT B#[3 EC/[PT%M/^K;*W/A+
/0K;13'OPPL_)G=9IP&H]"&H.T+8\$E.G MR+^!G'6>=XMF>Y-;J;IH9W#KBU0&L;I&?
7CN[(@).HQ.O](&(F?)IRE^^:8EP MW0M'S%>G>JKG3KS'IF F0KFORUF/7(F8YX<0A*QB*
(F1OW M(3LBT@46X7(&D5"IL(&\$LN"[1%1%ZB\+(YSF)W.&X?95P3N'?79"O5?OSH+2\$
MN'''5=X%5N/C7,33E!%&CC?9HTFHK-[4F&J-!-G9.W@XV=X)MV\09/3;^..B<
M#^/SZJZD!"D.->5B/6F98, 2FI88.W%]@XA590GWL/WOO<4]-3H
(<.)/@+G]+#3&J;ZW,C-4\$")?PANG%G>LM86%
M6Q(IRVS+!8B<"8TS\$HT+H[(@KP2#8J4GEBM-!;)69GBQ7Y.:<|G7\$Z, _&% M6*
8,YWE=@7+NKYI.4>OJ^T]@P_>_+8%\$-T20>KQ&C>|;7EWUH2C.Q) M'J
IP8>3LW+2&"Q/0VM]:0_!,'S34_?MWE2)7[M<3;+Q2P;4[+V&|Y.[M>Y= MV,H84HYR?
B%0<\$9^N.G#%-+CMB%)ANO@!"O-/|BB. M)Y-
5N80;+^NF.G:|XUC,TN45JBY^A_F5CVK8(N9N=|S@PY0.Y\$?
8&P@H(P9:\$6PK+LP4H1(%W
MNTA|9G(^:K;5U!93VP!W!UB|L*^_GYIU>7E=5@0B!.*5K88OKHG;KU/X\ZQ
M.+MJ|>GW'D)1X#,Y@WK04(-Z3^6;3&U% Y|"F::O+V2Z>)G" N4|9@%ZC>-F
MF\$MHL,52CJ/+H@VHT.IAOFH638251+6"1T388UBCNJS?TOV"EG1AV"+RNUC M%@"
_XXC21C_C/LJEA0^%1_FA5FW@"2?"|TA25%5Y/Q*K<8C;&IQ7\$UQ2W!%
MAX.0^2W].@ADCLG@J+T2I_46I9AM3S0:4.M: L=2>:E:6>@X? MZXW9_|J.-3-
74LVXQSIV'4@/3H")KH+"QD8?+XO&\$FS@KX\$HC\$TK2A*W?E)Q MRR.MF(-:~?
2CX_%,#=[2-PW:A4|Q4*H?2(T^UB9|YA\$M#(%@YX=|EK M/<|90E?.T"S#2(Y+G(*
(YP1+@3Z>|-|SVW@:|36TAMR?6P;0O+F.+J|UE%_QM)%W&
|H8MU%0D30EGPA8&W).NX^- \$XD_|
M9D^9^Y.G:;8.LWQ^6/99@'49|"C8:\$JYI5*G(1.6@+A)A&IW0:8>K_3>'SJ
M7UVY0K3;CQNI+&<2)(9W\$+?/V2=8F)WU"< M=|B30A2&(M05-L&)
W(E0C+'RD#TUV2C28YBX;:6%,1S4S|DK|CU-@Y25*)- M09|8|_/%3D-
R1WR+7SX;J6YPOA;|LB;R|QRY8*>|P%YK|+T\$^.)O6/B?9
MGL(|E9Q|@/'W;|2=CT1C@D)?C!:6KXHN\3Q-9NDD--&|8:7IF;9Z+ (^|KK?%
MVC;7V>|V'F @KSM&|"NV9LA@*6F GM/22RW/85E&V/;|\$:P0,"K^*H(K=F<8 M/?
HE7<%+^G.(:%_4CVNV?7GH)K|ZY8(IL.P.KX?C+-7&W&M_&3G+2M|F4SB
MR@_WA-9E3M#1>UJIE9<5YS67A/03S\$!L'(5NZL9Q0ET3SC4>\$M(LM#58R7@,1|QL)%P
M\$1?PF_Q60'9Q17.4|WJ'H&|K;TH:Y*J)9Z7SWKG7/C;L3>5'#,IKYB=-
M,I=-|@X0718A5'1H9>%4PQ^R|CEW+/+|8_>+@*IU_GUWHUI9>I*;V=:DI,
M5X+Y%CKM-FKTN^5+E!|^F0:"-YS&B>=JJ0;0?63XH3,\$BV|AQ3T3-
&>"5B|V=&Y1,0%W7_2<)P&A/GF1&1-&7(L+-S2M\$W MP4>9"ZMC)DD^E-
I(+)|M.8)Q|'E^367>A^_C:47M^#)R,4:7I6|ZAXRAS/\$>&NZ:5N|Z(9!_|Q9DMJ>-6?
Q:1EIWS
MM"H5TZ=\$(_)ZA+A1+T*9|XN|VG)#O8N%4W)D)C(:,BEIW|O&35WVGE96.:M7
MP<3TZZLP^7|599^M1?GF2/:0+?^6K'%)C|B59<|785|?_;C.2M-YVA:6!;?"
M!RZ+SP;\$5O&(J8D_+NF?A4PQ<..|:(5P4;E,O&Q?RAN""<0 MG?@?L8"%W+CC;
(2/U3L6N-|ZE=S:F++: 9O/WU83|KD77%Y50#WSC6'O_ZR_0'Y;_+-U&V+I5.S;?:|B>,=>R-
;O MDNZJ^LD5N3N2_AMZF%Q!'%&V\$X**;XLKSUTN^;<=R_|BAHTBEVZ?0Z98=F\$1
MQ+'F_2>SY+ 5+KC&*KOY&V&"Y|S|4IY+=E6NA-7<1&#=#G&Y"IZ #@(@=@>>
M^&1;/?6W//U%O<@-T&33_W2GO- 3U^9)8&" NSHJ%HULXC=F(16>(I?>1#|0+
MDR|!76F2E*/O8"SDIPP|QUG61;\$ZBU,|7NOF+?-V'C?DTZ>8.M^T&P MR7>@-
<9>5.K7,SI#H^QDR|V|DDJEP|1S&;5!<9BP"Y9LSFQ+K|@E|WUSVA'> MW*#2)3\$|PV.|-
I/205JE@|SYK>V&;2_*BZ2ONDJ9Z(W#N\$DL)1E?(>^~P>LM
M5C(6Q>=I<_PDR40<;J2T|UPAO MD\$SL*;GDA*\$|Z3X,XC7=FD(1MMY).7)S+U.77;Z3K
M>RR*R;9W|DM>)!@?);>.9 U 4N?D3OD,/?@M V"DR:AH-&4UBV|2^?)28|
M;ZR4G3V45O|Q'H36&8:(9N@+SDZ_RS| #;XIO|V21P'|YLO#|U8:3N8NY"6 MXO
_|EPCM|@,6QRE%^5^&*LJP4|PZ_C<.TK^W2/YUZ3DWP;I=|D7PYD&W.# M6Y(\$+%ARB
>|>S->|<7%;J|1BI'+5 &"B|\$J-U8H2'+1F!+G6N;MN|29*>PX
M81Y8;:7,*NY'MS%KBM)T5K63^4:~|?CS|7.=GB=HQ:?
MW5U,V1A6UB|HP^(C;%POB|YFZ7L|A|J#TD';OW__M|. 'SAR|_J3++^_W/ K|NW S?
G."_:E0CLP8*+%5-;G\$5M7DHJWZ_<.GRQ|? MWDO?
+K__^#_2C^^77VXNKWYDRQ^UCE)'!RT"-*NM#SLT?F: MI%!O?'6=^!2MW7|
LT3Y@;|V0Z|P\$S7 F|>N9MBKE7GE>S=|SK6X_P^X?3\$# MU%T\$:09HNK\4GO?);/AZA;-
|HU(AQ? QQN*B+""N"|N(H0LPTUCM0G7+VD2 MO*:O93YNE6OM.Y=CHG-1-
(YOMG5UM\$@%VW<6?_EP'L#D47G M==&%O;2Q|

{O+>^\$|190G.^.&AKME"Z1D*|UN&-?.W2>(H-T?MW&>RX?:+?Y M|<@7XQ.,&3O-
9Z\$N;A?"-JU;2..Y#TWXE5ZZT^_^/_6&?W|EK2FV&-S L9Q
MQS6/UQ1VYS2^<|;U0L1H/#\$Y9X|FX9_P5B/>?C?MC()D\$.<|9BRKRT@C;QA> M20|82
{O>"A#YF3+;N0<^4UY.;2)8'^E4(S.X*2>3^J)A11;7?/>-9M^|:K M9^/^M4&)5(FQ"C2
7%W|Z>|YF8! 0@|0\$BDI-W; >9X4PVB6H8\$/ M>;:ALO#Z|JW.0C&SH\$H4@|NBI;?PBD?
YY=2@7IJN JK MU;;@E:=#%59:UY3%&:M4BLM##MCQ4|G-%/J.8K#HKQ!&3=
<1L8TS\$"L61@> M9|43RG4;C*|GK- B|5DMGMRV&&>MXC?Z|T*:
H/FBM6MBC=VS:FW',%|Z'|C MQ)#27!XO|\$W"U<>=@@I&*@Q&*G#=6_>7U=J\$?
|_(NS"I%/,4B+HK=<6HV= M(93.GI\$&,"R
5HW;8OBIO,DB#C*Q52F=F;UQ69V.:A0LRAGM'M@.5"JJYZ-T MH
%"16%=C%%8=H+:6<T#;/EEN8HNO>A1*YH8_16(IJ&=!8|1_7?U|(B| ML?*:65&-9M
M)E=LB_(9>VJX|F;,)T5MK/()\$087HR5H6/=0DCE 7UG#\$VRVC7%4*!S=Q0%
M\$.@)"@:TU/A|S<&Z/1A9LF&|QXL@Y&.>#BB_JFRI6DW^ M;2QL\$*^\$'QM#
<(U2#WL4-1H/AD?WJC<9374|= #F|ZKE6%D"B_H%N6 M16>>)65-@CAAS1
1A26JH=TGL++!|JCQ6&U2GQ|9YS&YJ1(HR_99%@6GZU-4 M32|G?_
_%*ZWI>V|.78Q%OB*912|O*[U:=QZ@AM+7_4;\$9LP^M%Y#7L9,VTIA M7^8>>"TZ?;(?
LW23TM%OU2_J8_+H MA5GI"OK|V1G|R+.ZN|V&N<&7*Y|_3C
M2,N#Y;V;.:I8!H**ZZ4%8'U-Y2PG;*7%&ZV 44G(9*7164YX%LN,-Y6K)BQ+ M0E-
OAKQBM5WSB>R_0T7\$798?(+&*- "N>3LHKY7H/**FY5+3^OPB'G?). M9
MIKTPEO_FTA&SW2*W+^2S-C5%HA|MLK52Z"OK=>?GNUJ@9\$*PP0&1WN3E3|-V
M\$,LVB/115J(SP\$|L/Q)8A33M/C/T@**&"P*++++|*RK7&T|_*(=(9:P8KX MM8|?
0A|GW|0FFO.M3?\$.:'^(REWU!_&HQ;&Z.K;XW1K2K&|6SL!""A|XF?
N\$;R(L#K*NZI1R).6%|J-)T\$?LSTB)&0CLH1J(X6FP,E_ L""58YYA|
MTWR0^K\$&:0Q&5FTT!XL|0:WV|=XU1 0!MR?@YM@P-OB;T""1"N*0NQ,2AB
M;T:21XY2+9A1<|)&SGC20PV9E5|QMM1/WK@V%:>9U>'6\$C6X/-5M;=SU42#QK=
|82'+&OEOR&E24J|^_V#|^OOL^_IOW|2VK|H^=
M4|&BE)0#T<=>.H>+.99N\$*V@O47BX6%.YZ)5^W278Y@8;=C=);_D0=U-E|L M^UC"
MUU=JU(:X>6J=^'0Q_M?S|'3NR9YE)>7FFYO+1|XQ2;%/JT M>
|006#P+K&ATU2.A_|MBK7.W-5^!-|%C,S53/0TB9V|Y"ZNRM7XV,7JH)
MC=&K!-4LU|LHL-'\$J)6;Q|(2="NN@KP\$W*|>#&PVBS\$P*A%|OU#?SOO|B/;_
ML@>7=2%IB9+;>YBO!B088=M\$PDI"%Z|2E1'45%' +ZSNNF^0PW7Y&7;B;#Y'E
MO/UE)>W55Y5&AJZ.>1S.I&(5|H;>RY"V0KS3K\$AJ|*|8OZEC9T)32YE/+!OF M^N"R|L?
TZW2',<".9EE6!O%6>H.6R8#Y>FGR3VEO'F*/E95|>"\$S0\$*V|,N\$
MQ|.CHX.001F#I<9,0&VY>E=1/X|JCl!:M;CMH|IM\$6&IKMA8/7WBVO\$W*|^%(MY5C
M@')_3(E/6ZOB>_,*MWMYW6@8S9+W|LJZ(*R|92!_*0:'I;J|S1T92X4RC_|K)
<'7J9:@R15M578" MF44B5*ED-?90O4ST.OY%..?AJD^>ZWGUI;N#!IWQ-MYKZRM2-
9W*QMEL%-**Y"F'KQOK_OA;#KMU:Y|* >FNWUC!7C|V|NKQZ|68=
M|>|F&=L;FBKZ|A|%20;GL|!QA%^S;|03C>>!?GQR.EC>.:IBRW@42OR%Z. M2,
<^<|'H"=:Y>SP)(\$P|23/+MM3-8\$)94W<#S-LCL**Q=(DK+G7N9).&P- M=?"P*|7^>4 T?
CVODYC5<5ACE%O/U^=BT,M:P=;4%2)"J^H/^ (FI49<+>S@W7TEJ+KXVN3O2CKOA-
WQY@ M'?N8-9+X@33'?RK27^ IHDA+Y4H-(GMIPL7#G%KI5A5_ :9.HQU.9&0)IE M.-
G|F>59@"XIPQWU!V|SW|\$5C18SGZ7_O6_7L.57Y48O*|9,6Z3GW8K7:*|V
M"IM|H<.:!+EQ3F0L94|JR*I?W%>H;%- 0|E(W4#1V>+.I.;OGRK?WDD*E6&|
M^>|M,70N.J|7MT#MN)L KO=9PB;-MJ0NOW;_UV.'67F3CB0W)^YJ0 TC#.P| MNXG!-I-
E8#AVHEW7,*KC/F@EAW5U=+@J;YN,X^ 1_X\$>PTTS+\$|C
M&PU.MV90E3E2(UC+.182Z(J41 |& MTGM*HEZ?DFAL1"D?=>8JM0+7RUVN%;EDF=
(QOBFK)(CA/YE|N*@\$DR?>U8G! M2OE+ICBMHT/0P|)&LK&*MZ?F%JS4OY+DYL?
H(|3SQ4|0*5 '39:5".*A^F;#E3OK7N0.&.W)E5|&/7ZOS M>'.P|B--D94:(_5*1<7693B|W?
0=U3BW+5CS14)/A"*K^OHB=5Y>L|N!8T2C M*YQJ>NG(\$Q?(+*9;S#&K-
LE6H/E,W>YH<4.-S*Z'|"BT!*YMK8=P=E G0XK M'|
JQ1*C<)/=J*S3T1>^9AI@7K4|KQN&*F/V|S|J2C5:F|IPDIV|ZR4"_NX
M5PZ:VM5,K1M'V|/%2@QUUFZ-M4|&_/R/MMDH-8>CW<)>9JP-<&C_+";@&J)-9
MUD&0%72+R=/R_.Q)/WUXCTI(M'B:EO?%DYZ"BKNL|=;(|-2_P |GBA&>"#:5
M,T0PBP"FH;?
T13/+%.!M:P\$C>8B69^JEJOE:OO9E|V;^8PZ)J8_ \$OL6/B;V.|PF2N|)+^,85"| MP|:=3*
(9QI36%7Q<,9O25Q450+>^EJJ71QD.3'SD="Y0MC2E1""/=MP|Y2Y?
R;S"TR^H|A,1K#|Q67,7|WR17QWPQ D|OC)H0R|>_#;T/H_?W
M7ZO^0AIR|H|D(MAV(_V;E6*U=Y

MU/DV!WAC[%'S@1XK@/!/:.NZ86ZB_K>%GYCM=+?*5QV.\L *&8,G*#6AVI-D
M:,%FBZCW:/1<7Z0Y>,(Y(R\|W9TQ.--ZJ=):8U_[#?M9)ANL-=@>[MB&WC;C MLVO'MT5
)X<8<;0QZ MO&WHBL+Q1.H)YI]=OTE=JV@(>.:>F(*TT?(&-^I8W'?
WTZ7W%/E>Z+RHJP*%R M2-EQ^>**D;32>@?->
Q16U1)8=9NJ_5EGPI37P85H5A/E:2!!R*QLF+D4S6:Y M/2Y9/'!:'V!O6AC>KU^IY&%
[92^AM%K!;J/GY=6K**982FRR]->*Y%UT M!
(G+/05+YN1|=5#282S7.)^9+2Z7=Z=)T^C6FM*/9M%[(1?2GF.0*9/T23\$
M7@2DMZ'IOT5GVG^/WWTX!,I%!*8^N7R036DL7(LVOXC5E
FQ9G%X=2I6'C/EV,HC\$12[*A M^>W#MB>GGL_@%=>N"BA2]:WSXMG(CQ^FG2K?
+JWY@&A4^_H0 R\$SUIL4 MW_G(WO|
KZ|X;8'@Q|=P4GS!8SL)2ZQ<&XRPA1VUL^8L/1L.DS1Y/&3"\$G!8
MH4&*0V!2MFS5.'!)&YF7,4,0&S8Q=#S4^3%U*3P@=)6%':UO (9I_"UI03
M5!,>^P01F#D;&[F2:UQF=L;1_VPL+LJ)2 M&!^"JNSX07*.6VC
;+_)H%/E7T@<&G&>,%'YAW=/@AD-/E^W L.%,>=BZ MFX.1=<2#Y&&#P@QQU3@/-
)P=*\L/M8N0RE"/=1@L#,XEG=T#43G#ZK7|+,E| MUKH%7OP#-U9Q?;,:#-.C(6SZ|
(<*X%P'.T_MST;?%XLU&C\$AW5 M-A,XLG:10G3RL?
2>OF34IR^96SNJ|2"6J+/VH:0B8=@&I2#6_3/"\$ _C-QK,_M=>Y3801_PH^H),7?
J=L^B%>8)T|MJRD6"%NY3,\$DRI6.9JK-VY/+7_!&+T
MF.7%0:D _|Y:W6+9*73)#LSKK|=1\$1\$GV'2L^Z/(9913Z<9T&SQ(/@!^I
M3U3=*7?/15E_Q_246X=C|D2_4^/YP+@*R;_,_OA\$ _OS7.UH7T"0+9X0-MF\$PC4MWJ:;&"?
(IE/3'I/MO'6J/7QN4I<\$W)I&J|@B-Y"2T?P_P^DX&'K" M9=^&E5=|>|;W_N3%(?
QCU?"W,JIB++EIJL|H|GNJZV/C!.7:R|1X0>(4G==8 M\$0-
5TZ4ZZR5)0#.||V(DQ=.4!3_#60XF&(V_Y\$>LMX5AAM!H K0'BY19@/(M
M?;D:!/GD*^CG2|KV,'TY8P3K YZM='XQCD/I_YJZC:_.SY)+>WU%C9ZU^' M0V:~
V&0K#1*>' +8P_R2B0Q06|<73YV;?-WMLVEB%=ESJI->B#:XE<|
M;2AX6NC>6*3IZD0|J0Z|5MN(\$=;78AE,?X1S=#@FMZOZ3=39Y0VN?
>HRW:2Q\$NN4L)^Z4\$:4|@30|OE>31&V?U|+8<
M2D;^A27Z??9AXC=1<@O"^QAS@|AC5-K7!>SVA19J:F+NZ)>5%TG=)"<3!?
MT9TJL@9X77\$19V*);4%HOGX D)*1HZ_P)S5QL9/|EW\$:X?V,605&^59;0")-
M"7"8EH5!G>T=3#X%L#G\$SZT5K|G"@0S|\$F?7|G%-@_FGK|_2|2=K%|^19+=|
MS#JWUX5PP9\$)<^V&ZPEK+'F|^>2V5QSK>7*8/*\$.Z_*V_15BQ9I B1.04#)
MU(M9J\$99I*XF|JTPABD5L0#&.&4MCBBERR|R_|,;I*^(ANBQ;) *8?A+3|4J
MM3R2UX@J):Q #3Z_K(-T?
MKRRF+|M_<|OX.YHM>+A;&4'4@S=.L!PQT#*EE="*#7,,ON*2HCYDICI=NL(PY@C|;T.4)
M=:U<%KX<+TE64:_H WFLJM:%XL;V),LR97CI=%G;D:R>^|J6|S\$J
MS8FA#%18@!MV@NP GN9)X;G#&=86GN@KK4V)K|#S&YFG3*-1=89/@9V|L..>
M%#L|?)9ML6, @:ZOSK5:P|ZL'UP|. ^ V|&7PBJ-M9FES?YB% C,&_Q\$&Z+!3|
M|>N7ZLXWW7&GPQUO=EY3%8+**"XKF*DL(48A5(605'C7\$ \$ MO|W;YX#MZ7?
QJ1|KF^,M|*.V*C-1_#|/D-BXDO9N3+9'DM>8!7_#2#LT5I
MAZQUKPG|B)|@L)|S|.O%"S(8??S|KY^_/?SZ|^>';ZN14M4|..K T8Q8-WJH
M;03V^N@W\$6@VU;H5T+CW&Q7U\$FC5.N:FW21W2D5M:OP\$LV"B))E#!C|<0+
MXJSF*EIO|^F!5EH25:/DDE)S;^%"CH&^;V A9MX|(;?Y7^|(| \$Y^7H;A'0Z M|*&
H&69WJF\$N?|@6%;4FV7+3%><75ZZ88<*<|6F,?S/S|^<71I"17?KOVQJ
MT++MVDO*4&WXNVZ:C9|8-"A5&1J:&-0^@|/*&MN/P-B@N5XK+0<'VN=L'18Y2 M;Z-
H8!K(?;A6441NT*HYMXJD M-Y=|MJKEVGS;_ ^ ^|6PMC665\$C ?UKQQ0 M3E<.?6/N
I8G6CC&IPT_J=^B=8L|4>I^61ABZ&=HZF)N\$)Q>.:/:R0< M)JRQ,)XWZMN54Q'N<
|FL;PMD|Y4N,|3B88|2KA>=^=%..|P=F#3G9/|TK6 MZQ?4_ ^%>J!8M?U7C?
IY'FAGY=*Q:17L1NMY9:LF:%/0)H>TN4/./GKC|T|Q MM C|FVP*XS\$AD|FV9=FJ0_5L-
F!0HFUU/@4\$8QX>|Z+"7=,NPVG7,_MA2Y'
M82G_:W7Q.H|>=*T6P%7LVYHA':W&Z&7A(D!%_Y|BJ*AN;G9&8QT63:F@^9F#-?
#O|A"&0^:6V;XX3^WUG9
M'+^QMB|MC(XK|VY,YS7K=N|47&L*5:+UAB0#3F8%IHQ3;7GV@N11S!Z,,SLD= M>8:
F|HC4EZ#"U!77M36EB>KHDNJD_2NQ(|^|&F&OH+90U=SV!^3"CTYD9 M;
6*NA/EFCH8,;)AK==U\$5_Z, RAM%.16MX)U%T YLP_4|H=E1/ MZ\$B"Z>B@,VK**
@4726*6D@PK,|' MT3/TB_Y,Z^T);^@Q66XO^0>:-1B9NFSKPO(G8-16@I1%.E\$:6E?
Q386O|:(%' VDX MM^A^.;LT9|IE:B26WH?6H|. <&-/09*7|X;W#?
>0|.TU0KZ#>CJFWA;))O6:F M:LA:U4_S|&\$F|A)CD;:9X3=C?IM!<\$?/_27L/%G!DL77S.
(.4A9TX(.B'H MN!%T1B|J|HDR3M,LV;:%C!/4*ZCW1-

3;0DVUD(15%U15J^.\^',D8:&F=J2F M&IVKJ;904[LK[?".=CGAH36:.=3V:"RSJ7"-
G1V%*X06C)U.FIG[V8X>8>-H"ZI%*K\$TH6IDO, ^521A MW17KDX=H'QT6S\$5[?B>D-
(@Q);R\$-A,.(RF 08Y3['+ %NO6\$%/&T->FW%/Z3 MJY"
I3Q*203G09100!NYX<:W3P:JN=FTI S:921Q2N;W[1<>>OU:8/&3DK MRT>|1YC*
(MW\2/H(NK!@N*WLEJE/Z=Q/IHY,.,@;"HD;:P*#O?5F+|YK@N*K M3,5
PN4%7)W[QAE.)D>;(>,E(!0BQO1O;:U1J= _I@9BS2-48C]97?/-A!(
MM!\$8ZY0,R*\$)>|ZH;ALWJ00"YF;VX%M|OME|H 2;C-?"T(?!\$+|NMKM*ZC6 M-&_?
QZM>!HU%:R_3&:I*_43=CRRAIK5|/UOVM#0V_6^JF'0:E#QIF^4KTV
MKCFOY@2=JG,ZUT78V+&IR4)<5JA&_<'BGL01?'=,LAZR\B\$A,E>W4!\$P<2C M'+O-
CJ.?*QF=+\$5<,^!QC;[F 0U|**&CI.I=1>IH;MD:D\$-HDKI/C(6SD^ _MQ/273,I^BIX".:~
#ZL.(V*)|^Z&ACKVUZP00Q@=.:.(1*M#_)=>S7-1PD.=%=Y'(!T;U64XAF01_\$/F3Q)'14!R
M:P:1U.UNPL!TS7HU^ ^GY!G'(BS3QR;#CCV)O04@=I5J>6I520!F'3 =>Q!- M]9(1A,
|A0L+|HDQ;\$PZQ^SV^0S>^R\$!AX|+DH< M_#>2>L%AE6B%|K0_+7;L?C2M3DZ|G"A/
C#K@&GC?FO@VC9M8=H^2TT<*ZN0 M.+>:?(59>4|""S|^77;LHS1HYBN@2W|
(8#19Q<*EP21S M2@IU^LCDU|\$7TM(ZR8+@1#L2@%D#C-ZQ%|+2D5|+H_;Y|.N?
9V2R8MZIF\%!U* &8=;!U|)BT3F?BE M),M>@|+|@50|217Z|
M='6A\$^U;AW|&FVER|++H:)!=.OK|6NZO;?VK 7(,2_7DAAG?,
MHSBE6RWTZ".37<<^1EL3L=<7#1BCC8^Q0>RUK8O8Z_/3L?|!O%DZE=Y|,5FW
M7|=)7A>:U/X4VK"T38NJ8"\$,PZ8#KV.-HF N92XHRN0?4NL^VO1* 60=,QVY'VT;
7,K1|=JT|0=1+;LONNO8 M]6@|HM;(90.F8|>CW8WKD1/-7(-
^_3'T%YCGZ,TPB^9I%CT3V&ZA4Q^=|CKV M0CI*)PGIG*A(C#K@.G8"^FHEP28:|!"I/X;)
(O9@FT6|=5|TU|\$+TM& YCJP M?"B'PG\$K'"&[#C/T=\$I8H1&?4YL.B5TEWX0Z5?
B!YZP5O=+@AT|&1WCDDI# M", "L Z9C)Z-C=M*AF1/-7(5F_2!4ZKZ(K6-?HF-A.7KE000C
9AUP'3L2W3L MPQ%=)Q.DH8YT8<\$8-8!T|\$7T7\$|B=+C
M!##7H\$!_"B9\$^C8.2(@=P1XBF*8H#=(O#7;L3W0541KDL@'3QI_8(%O&53O+
MEN\$3->@<_JC:78J."PD#VA.^U/AAV|&%WMDFJJ"<"L <;JV,/HZI<\$F&M0 MMG|=S-
+@YOZ(FGQS#CTUZD' MYZ,Q6= 1"8/UL0FN8Y^B2\NB7DIHK #,.,F Z|BFZ=B?&,DX
J%L+.ELDT?R \RBV@A)Z%B'YD2NW40:HJ"E"B"JB\7,-VF*VJ*.AB9
M%W,FNP85^ULT25^F BM^LB4UJT'45,P2=\$4:07E(L;NUH6H*2Q)\5)*H%^#
M7OV_04QF)\$FD!_C/.T^!M";Z8:++6^J+!;OZ*F4+_BI:2="<"L Z9;OZ*F MF)
<\$F,M2J>U:R#Q\$J3<[I3]I&,4^B6_8(MSJL,U^M'B<\$0GGGE|_H_DM(B")
M9H'/KEP#>2H5+^3'S|^T)U +|!"I%Z2R|L8O=ZU\$AXXLBZU'RUXW4**BI'349
MG5.3+;CIK*B)201WJ0=K"O_U@Q^CO\;\$?^9A*_|_CW(DF#R6LVZ-'?F/4!|(W
MK3|W|,5/04@WQJHN1_4U/CD3R4KB:D)(7^M+\$"V+IAS=;\$.G%@TN)-(EFL^@EN=UG
51MTPK052^P MQ;.,*S'SY@FYS?IRYP?)?..|W@8AG0|HZ"Y|?T87YGP-802#
|/+>2^"GTUM* MEHQ/9!I<|N7L|A NO50_75.'EFW77E*&;L/?==L|,2F0;G*T-X')1I6;P-
M2AO;CL;/H)2AZ^AB4'L,2AV:QG9,[3B3;3V-[F;:J]=5R/I4#\$\$@,5=GN7\N
M0B+IBBQIBF;L<:.[S%7X0,8\$%4!|)5^E*Z.L:P"Q4|*@|M78.%_2|Z;|&C
MV#G=*UFO7U"%^A>J4&+5|E^UOZ)62NU1\$M6W/U855/I;HY6|LO435"JHE&LJ
M/=2>?M#2<6>)N,>F""# .KVMK>S?+5VOUXVX1_ ^M D|JNR9^IJ7.1^#5.O8K7 MX&;-
J|>DV""|O(?^O4Q0+YQH_2F^PUA?%3+|D^L9&);MVQ|9/?LR;
M@L8\$C75&8R@2J41L3FC8 ,F6-;6KBNU<\$|H!S|JK=6?9W68<;JK224W%XX*,
M!R>2\$"="G'0M3LP^5#9592J;PSF1"Y5-T|!@-' :XRJ9J5&53C*[R0KDF-*&R
M|:VR=9M|K*FZ4-GVC_NY|VR+|U|H^8<9%T7\$_)XBQ.Y%33,P6TZ1%?M2ZI4+
M'+7\$40M5Q\$0PJ;*J7\$|6QA6#::>T7%FO&H-1AWT%!6
35@ZKF/VXL4LPHM8T:S#29=W29S3T2@:3+0-+AHDQ7*)PL4S9SAM%&4=1?
H*H@RJWW10N\$:/6V5 MW3WCN;NO!,\$|0KJ/1'UME!3J|<=8=4%5M;H*-
SUC\$A9J:D=J:N?|8_1+Z!_# M@Y|:T|<%5Q1W, @7=#_J?BFU,,E>KF,#E|Q+RFU,9G#G#
|+L*8*X*3V5K;2R M?,1|A'5=DL?6:ON>Z+F,)96;>=2_G,:YZ.9
W9O'F/B?;_Q)C#86V_VXKTF MR%G*_5^"|*:_|@*MSWSC#R>1H,V3P!7J-&#W>
KF0&.^",7G:2.^1-85AK=WWJAN
M&P|H3K2IQQ'RJMV#.|P!EXV1UMPQ%/MOS+>2)&4"X//B&=XR7F7WJ|R|4\$<^
M!_EX%B6+F"0/I"AW)+|9=FL2P-2|1_%UZ@6M3*?;"|XF4 M3H\$VF\$
/|S'8!;DKZS+U7R1)M(B(3|A77HF'KP!9)TT"4(O' ?PXB!;8\$N*
M"N;+_E=#Z6'+*P/X_ ^S!8I6.KCT=4ZI M=|.G0Q_O@H|G<|R)@C)J8<* 2PH,TX&4J_U#
|Y\$J2P|L3S85|D|X<7S"B? M^_|BPK'-8VR|+\$M1C'TTMF*E)E|CV.U'DJT,W#^)H^?
JL|APJ)?@+N|^#M) MX6U/)(2|F<\$'7X+93)IZY)M!MM> M)H/
#.P%@V;L7\$U^4|TRNI_ \715.TN(Z(THI2!LV8<|9FDT|B'(3T!0N(5 M\$)?

009)NH2!#RM&N<4&&DL080C%T@I+OI=FM(X4FFPF4?AH.H7M&,,#3U"
MFM\$W@,;#2(,4QHAC3<@86\$P:D H#(/J9T\HID'Z:S^H:@GW +M+&A!DPDS,@LCH
L?JY%.HKPX=/(P8T+*0Y8E6/40WPWZ*5MBX!= HX2^('Y M-
)KYR!G@!TB%5T"&8DF<&X!V;*8^_.,Z/!*!DNM5:X1,F2
MP3"=@@S!^A>L0VML%Y@FK 93R%R>_0EWT1'R' R)\$9!C\$9H!#&B.AP^:~,M?<)N'
O'R(T!CP!5GVY^+;HW E8NWP3'8#^3N9M71J9?&<.YTH;HQIX/)T2
M.-4N!&14)I,2:\$M!\$N;PZ*%HQY:6R^5A2WJN4-0;0G\$1EI\$!ZUE&5_8T+BT"
MKU!&L&W(05#!*6*ZUB"WTQEL6C"!UJE7+K3O421GK&@4FM1!L=<8PJST>3R
MW,M!D9:&%2.CC\$EE\$K"P<ZE&"4_@4?"-XINJHA_IR)U2X:4Y!1X#BI@1X
M'DH4QLQ!+;J9WBLI(<*11)_03!%DX)KI!TY(?R9+61W,*_LJKD"_6-8K,88
M)@9KFRYA0G5U0\$H&T IF/0_9XIA"R0!F\$U@MV JJ3A4!L?1 H6\$-)?AFL@#^
M6_K@&@X9ARX @HHU14W!.W%?0\$N-(T,./\$+AC!+T*4"96P?"RD!B:T&5\BP
M!1=G"!8IX=8:0JXGX*%T#VITDC*#8*NP?'A,%6M/FGMHOUN D,^_L^V=".,
MM@/O'Q.@!HPRDY**CJ@&>(/:%2?YJ6=Y?,E?7!,0YP?9KXLX690WHCB#)L "
M8>OA#.8!1BC3RIH57=:D7C"N*+ 9)%8E.AXNGQ>S-)C/7O.3)/D#CH8AJ&IX M(L8?
LP/6A\$\$_!^|3RH^_*?!#>O!OV#SD:/=(F<-!\$U@GX?4:FE&.HA%SDA56-M%
(G1FR412%Y*R50E*DZCB *Z6_7:FZS(AH0=-7'H. 5D:NRD^AA'WQ%0\$;)& M4#
!CA\$!\$^RH!#W+9LP3,?U*EY#R76KBQJR..>J#!#J@*R:1N&TM>5_4G> M\$QQ.GV
K4)NF8IADVM\$M+&^&/?.!|!#E+X!-Q\$12 M,YKSXRS?
2KPA1R@<|AAT*T<'G&U!+A1;L&_P&.(9Q-/@!/(%8*XIPH-E91'^ MF=V5;+L-
!R%+F=Q;ZEMLC_Y5//6!H(0A!^2#5WZ*O-C'VS!0_PNU?Q6C U)! MP(5E\QI0DP>3_O30?
_L3C6PV3AGE/PI&4!#6!M2E;W4HDZ?'0?Q>/&W2IY#7_6&_(O.LJ8"/BI30(L>(RYBJ9?/%
MXPSD7Z8>+TE3KMP\$JT20H\$7A\$GFA5RA8S1Z4D;GH!XRE2:@,&1T3(!5?0:-
M%*V^<32;\$30K/*85!HM06EKJED009PM.^_IBVD/YS^0BY>OLG?"NO^;72BT
M&3H,F_2JPDBY:~-'KV4N/-=E7/X:KWA\$BNEQID/YG!P65C_&IM1B3DT5E,LO
M52"@J3C744@^C=> H*%C4N*TE>5"OA@DWW%^DV!6L!+4BO!:(V!XIB\$<\$7\$ MPV?
>4541L1,JD^(*DZ^KM!.Q!L4#O'R1!C-@+ \$D96217#I@T64,A/):).GHI
M#\$B2!HJWZ!|C+<-?T%:K2@%)!\$LB+)/O+(/K+,*N42FR6*!C7)-.JZ#L+N
M3!WO=#!THC=)2N8E(H71C!%J07D)B(D8T"\$C*P\$N-XZ#1X0)@5'O;3#-G.\$W M&
(!T.VNUDH+!%(1(OKQ0W^;3ZO_KU972!%*EXSK0C5B#!+-E%8P3
MG2(Q1^QG3TPG)S94_0*2^~/*CST !VE*F) &#D\HFWDFZ+ KV-@R M
DVZIX\$SD3@!N#Q+0Q02RKL4'>7"02=/R!L\$ Q17*>*DO)-@AYBT_F)&3:
MU32(_1MV3EQ"8A*@B@*,)->;F=,#09@)J";,:(+J!"RDHS*3A!%,@I%O:P2 ME&61I
(8=R5&S9_KN^A/(#BO8#2LSJ(X:?=0ST)! RRD&B=H)/7&JD-
D/"3&JOJPYFA=FG+6#\$W9XGEKKC86D!6BTS++IX<:W8S! M(!!#E^5"A6>D @179IU)
!&TA/4_<1%" +T5O+3N'P2S^I-*T@":_&"X>)" MY=UVDC!79IC3\$
M"%P(P@#26_XNN2T0!)*#DN,C-I-
*%VVM!#&YS(6"\$SOZKE#LY+% 'U\$G" !NSX#LIAQU45NQ' MA"?O&7-
E2),%Y=S5EUSFFJ739:P%S'SI5@V29(&A6.BP?\$0S-/H4F"Q#.X(\$ M.EP8/0-
19LZ;S)J,T;7(HO#.2UPOYDX*\$M1;T5BVXE):XNL,=;^2O7=.8HC MC_8UZAC.7& ^"
[M^9/KX"4>@3%Z#-EO!U3X.)?LW29;Z\$OR\$-8\$K13VAOK4L) M'<.E=
MS>_.4+&LVDO*4&WXNVZ:C9!8-"A!;)GU5TXW)G>HZ YG8W* &KL+;:O\$X)G/H
M.CIG8^)QG7@U!MZ,"!|:::GO>HJEKH44"6\$>.ZXJ!_YS_9J9KLB2
MIFC&'J71.EB%K96/3NKJK%^B#Z_1T!QG7:7+I!_%8&+S3U&4^<1A7C1A_6_MZ
!HU64>RS?+"C,SU=4%3DN791*^NQ;G>54!./N!88LRW>?(H(!WQ-*Z:)
M%6NX8KI8L;U7;-Z!>U*H)7"5XE>!5O*!;JRZK0TA!;M?@CA)I4!P2B,
MQ_1\$19BONE#K!91B50W"!8:ZR3X@_@W?Y(XJBO\$BC,PZ1J=JU6N.2ST*H@
M,D%D92)SE=Y*!AOJ8*19LN5V7.J8\$-JI(2<(<0!^4_LC--K%2E==63\$U06N" MUJZ.UK3^:
(VVF)(-4!8-7=":H+6KH!6.6KOM.*49XI0FB.QZB:R_QC2&":>\$-'6J+)F6+;!TF5CJ
MR,FV#Y:,P%8JD_7Y)I@K*D:!*AFIR_Z1K"!+_0"FYH5"N5"T^Z MCM;?BZ9J5H!
!FJKA&A(4QVYC7;HC-9FG?%\$!4@55J#I\$/LY!QXI@>\$RACMR MQ^S_L"TP+#!+-
VF(T?'/KJ-,Q@YLM'^R"6@Q">4^O-UF*Z_\$H0ZD2RH+(!
M:&U)9!2256"X'8;5CEPL.S"L"@P+#!+I*OH>!9&@9W*E97P68"2IO!J3_G
MCJ7S!;5KB\$!F;:0%3&)QZ2@7O+&K.IRQH0!BT\<=>3.VH\$C4^#HPG'47^:/
M90U&ABJ;"BI>48&ECK'47V:+90LL73:6>LG=L\$3NOJ7CJ"-_Q@XDB0GB\$P0V:43
M67^N9!N&4YHB:X;HYR(!?H(K;140!M!S5%5;5DW^;J>*FA-T%K7M-9?+J;M
M4EJS;=ET6X=475RE8-IW_A1X6>ZP!\$R!9!\$37_)2*22IY"4)/D#=_LH*6+6 MT-QCB'?S*
D0(!I&)+--'%[3S78(G MVW?U%2/K:61!1(VT\$(YG+R?ZBTURE,%

(-65#ZZKDWND5LO.F##\$RP4VZY29Z M?%]ICDJYB6MU5:&:(Y63Z[BU>IP\8-
!:+\7SQ/G>5X8&(2!8!>O(:2)N^!9"J1_RR" M"!7AZJT6PZ5K9.9N%NO_?
E)W13YYAJ.*JN*?,99=&<\$-N=RL,;?U+!)@+(\$U M;HC_+,&V=Z7&RT9;20G2881^M'BZX
I^B\ HB>\$0XO MG5<*M/\$T-X\$V@3:~J\$""CVP\$XP>41&DYM!WJ0_!2\$]-6 M%5?
_7B1L'GM>C7-H;9K,;7- 9C:T-D1@"D=)6QTIW%\$HY\$&4R*]CY\APZ^R
MY"62)\VID1R&*I\$ _YL0/2)C*\$H&%??92^&P*#TR\(&8!KU(TD8(TD8)E>&P0
M2O\@L\GTCZ_2M_>_9\$\$,42Q+G\Y*BP1@05^Q\$CB+|TF70Z' M.12Z9DV\Y(X MR?X-
|TY)#*_#C^#M\+T@?1U*]XF4+,93>75T4YA1&*72(R&A-)H!X-)0'SI M)4BGV2O*=P\8P8
_VIX2J,=R7S5%"=C0' M("72XZOT&!/O.Z(J6J02ZSSYC8P7,=Q*\$)=D-7WHY2\T)=8G?
6A!\$-)2&D0 M8P^_E " ? "0%, @QZD4A1E(0^K\ 7KPI6\I_(<.\$2!\CXAf;_X4>(_!C(T" M4
@7/Y Q1;.DJH*D*9J^_K/,2?5Y\0RK.6;_1O=9\$"X\UH"D!,1L(75\$X?KF MOP1^_LW\
(PE46Z^9\$2Q,<\$R:~!647!@NT*JM5^G,;YZ.9 M>T_DAD+BQIO 8&^JV8OWFJ!0*5,QD"!Y
5?GOG&&D\G19LAXB4_&44QW^Q8D M+HD9G?]-XV8LTC1&5^Y? M=W-<^W;4?W-6,]
<5W5T'WE!R\> TW2.3W %WZ:1>/O)9^QP?S50'#H?,Y_Q!&09.S-
MD1KB!6\$N[S)E%F_0'71JK\T#?C8&IY4C>U(9LN1)-)M%+U10T_V;@|2E#',+M\
<(GRE1KM #\)2AQU\TD42R_38#R5/I\$?9";I0(*#(@!L\$UBS3X!(
M@1S)ZAQQA#=_\GK,XY;DV-#\@N+OG,4&%,)O/U9U_+@_A
MTKOUWPUUJ%EJ\25EV/1WW30;/:%I4*HR-#2;LT&Y0\?6N!N3Z1JVH\#
MV9A4=6@Y^M97\8B2V3-\K>%M->8+I@=Q5>CTER"&4\G.*Q1/7>/N)J+7(9O
M*).]H0X;3CS7NAQ\=_\ZR-E03R.YK'2;#=#ROT"MEZ9& VA92@!%\$FL/(E\4 MAQ8QST?-
X\|M1';HXT&9'6232_PW2Z=H)-JD>8:OG77H;/C!8FE8&5%Q=MD5E
M0\$&A5TBA.TI+GY"K<'(T63U.I*V!'D*JR0YXX\$R=.3IXTMDE5+%|0H//J MJ'-5M_IJ=-
A+2HM_NNI"? (4Y-DI>>XH7'AZVJ3E#C75E2V;?^EY@G*'*S;' M&[S_5G6
W\$|#OJ^+>#SU\$D)#6H)UHV*G8SKSTH>BQ2)H!SN*[G?(@0IH-N9"
MK@(:@JO+NMfZ5@_=\$=P"AF48\BA+?WP8;N\X;JB;_&%(W!'O78^&*\$V&)FR M,;?NQ25
R"<(^SL/E\$!8@S,=!6Y7I6L%RGA"V5DH?;B#PZ=JL,)!ON.P^#Q M;!E',"<_D29Q\]S-
8;_'P=R;23&9>Z_+G(T\$-O/:3Y_!5.S;QHEJP',FG.@-
MM?/:XC+YIS('PTVY!5:SWRXFU3RQ<'YF>&OD:2EWNMSP6MSW%DU^!
MZ^O(J\E@Y'(>,G_!L>\$X@=.D'Z0C&%BZ30O.8(A_NGE%^:_B6#QW'6-8F\$E-MVN-
H\HSXLTF7)%H^7UIE\],/F2;G\|R'_E>VWTDI2Z8I3>L*.A%E3>?%HB3P
MVH\+D1N\UD!2!3%CM@Y\X#D\$Y;SG<|U(#'BG@>)EPW'#@XP,;>Y\|=447
MT1B7#-9+TSS1FRGSXT_OR)=Y'@?*"K\PW>1.\$-| ^#L/-D\@NWZG\Z9,PV\6/X
M\["ES>D1?7JRIK2F1V%WW3!S;B;Z;I?H_93S@[\$!6-Y2/J7>4B"M\<\$SB5/PHO
M&=|\$_?|Q, \GX2UNCJ\KL<8\Z&'TF:5:L%FO5+L*8P.3^)+|DS>|O#&4WKSS?
>"|%.4)!#|6SA\$_|C^+,78_6W1&W,&E2T M7"NZ9,;ZVVUHF97E.L;
Y&JHR9ZU\$W@B=RA\|V&=@F7#Y\8%)\$6 M'B\$-5>.\$95Z5-V\G|=!FQ\B2/@\$.Y\|
(;V:P^219.P4*)\X15)W^@K/W)NOM MX2"J2!>X=\$SVEZ?
7%29=@_>1(OT+:8"9NTKS\["C";JFYZDPLQ1 M#:AY7^G7 J^?
2=K81J7I6.=/M==S<835E#M \EAR9@|8\I"!ADBQ\N7 @|G)^ M;0\]\$4P#QPH'8RZ&U/1 M
<1S V*]HC3GH"C:W"B*U\;IEH2^Z%\$KN@3U(R/-
M_F)R#VH4I&L.1E7HJBLK9NO("M"BR^L"@K=@T(Y\|R*M;^Y@9-FR)GK4"O*|
M0O+DO(6TKBN#D2,;5E=%"01U2\8M+ BBXMNCT\OWN5Q,C\$R'H=V659H>N9
MJR'U\$UC3KE)++AAT,)M)4S*#YVB_KG\N0B+IBBQIBF:_\JWJ'\|H M<|HLW1AMESA<
JM(4*L,;"V\6D+ZA/4Q\]\$CQ29URG-F9W4\$1&\$)PB/HXDW M%7MKH8C'\$WM-
%5.+%E*IJ?(JI*(@SK,DSF-T#.R/'FTL(J^J754B/2I14JO8 MNQ1-17FV62G%
|Hf+GX*0FM>L*JW\>Y&DP>2U?WQH-.5O2F!79K/H!>8NT=%C MY\^\$FJ^8_0RS
:44|R\B,|&4A;^4;5VPM\++-!A\W1\N(H>">F%Q\$1;),27 MT@@
EI+X&8:Q^D9\|']*@C^D9QCV,'H3WBH8C*[K,;S-5Q@-KT<)0P,L-S
M;YZ0V_PO=WZ0S&?>ZVT0TN6B#|UEK\^@4Y-T2#_+(M^!\XZ10(<*HP(V-I M\N7L\A
N05O_W5""EFW77E*&;L/?==L\,2F0:G*T'5T_@:EJ\$T_?NQ\N4/
MUCIYDS/4E&9CZF7)#7W\|9X!_;T4S2\K48'&0-7(C%?H>U!G*32IX"\$T@?R ME.YA_[-(9?
B&/FI?K,;7D'22@16&U\$)'6(P*K>H\|-'B/K7+PE.O:KNS8_,=6"0H5%-HUA?97 M#?5
"G4'(I>2'-U7WM!GGP!59#G'N397V'8P\|C34%" *E;KKNH4*>@+D%=
M%>KJK\3M@=2E#D:Z(YNV2#D7Y'EEY,G\|T=&@:3FJ:LNZR;_T\$Q561U\7\7CJ M)80F
P3K1L%.QW338C+W M7EF4K1?^3L\F7OL\|GH\ S5,M^GQ\|D-
<=F<\$V%54\T&::BV3\OAP((LX>B MD^.\!-'!%3-E35\7Z 7ZN\$,?MP?
*&O!M;W5@#XHN%Y8>=H=K9X3?S;IDD2++;\O\]?*7R8=L\Y\|T/_*|CLD)9HT
MIVGTXP%%MXXD\$%9)/O&ZX2SYK((E5JC1A)K\,0&XZG_,\$2!-X)(=P%#': M?&#C!DX-

SG>B\$>)E@_6,D+J/YF@/1K:LVKQPQHY\B>=Q(/S*?(,W07CS/0@I
MSZ>^<*.L,IT>^;%,_AO\#6JJ<'AU0FV5;Z2J=6!@'.8-A7R>Y%1C6(.U%.V!7
M)4T%SOC"66\!M)TX@Y&,U)IRU:?'FO=F(1AHGU79UUE\7I8238U;F<
MJ5IB4\$,CNV'QHH=E>^L\|E%XR?@F^-.F&O@^"6_IYNA\W&,Y\7-0X8CF<+G_@?PY^|&
N<)6ISUF"">%)DV^8E)%O@LN-H2&LM MH7Q7\7O.\$&IA\I-
KNBUB/,@V^>29_17AVHK(&M#9 #HN4XLO\$S=->5KC-E;I
M@(@9C)R:|E"".:7\$'OH;8T_A@6DW%J(OF>.:|V52XR\H_ |H*.|)59\HGV/E\$
M>C.#S2?)VC%.->F.(5/6BJ*=EY\JH3_9HJ,2DPI9IV?|F376'*X!E3@L|UH!
<.:9VX_M4UN|\$)1C'/T M\$./#&\$Q)C@\\,T>O@2B_U%?IE?9_M?R^2-)B|= @T(9Q<>-.J-U;
<26\SU/\.LST1*,2:7 MK70BL:R\|E*(_A\DL: +<;K W4Z&4C4#C)?
I:INGFT<>TS#6*\$XG@(6H8GY\| M"=)I\$&\$KIE,#_8D)N9C1;+0FIF0;'XWF0QGN(M
M,RD)@@G@AO4L""\!D!,) "^E3TR*R-K,T(<_I*G,(3LV_P'6\XY&6.*9/;) MH?1W\$L)@9K-
7>>TSB>3%<&.,U!7#PL(">YA\$(Z!;!R#@B/_H6U4_Q@,'3? MYQZ.['5UNJANXKC^_
'7?,GFJ/^GST8/:#"@2SV/>IR(+7^|LX;U6WC"O_.E2Q=-VX,MI@G")>+?
H7/YF#S4XZ!ZN+:4_"S-CB(%OO&^@-*W6@VBUZHUK.K-K-I%(7TVJEJV&735,VSB"|I-
"GH,^NZ9AW!#!7'XQT6U;,C@.:!'F> M&JB"/">19W\U\|@^D30.U6\>R9-
7LJD\UO\F99\7RY^LB'D^|A-H@F"#A4*4 MSNM8F*[5:C\;P1;
|VYQHS<'(T63+:5V@2A1PY!.%_6U+*&P:F@6!M\$*D%TF MR-9:8)X(9#8)9V(A/8"-
^3OS9I\$!\$*+;:\OK3+ M7R8?LLU\|D/_*|OOI!3!V)RD=?
0|F:HP|!%TH7C=HT|S@M0:2QF!DK?<"\$GB\| M"#ONT'%XQJ,) +&+
+0+AR#L6F\IRB\IRAQ= _RG49LYG)^B8(:|X'8>>I\$Q=^ M3.94"
<|V|6/X/|"EM21G#T:&UE5E&V&.X0QG?2G/NW'F#\$:JUE73*X\$SSG#6 MER*R&V?N8&0J
F>7B+,3@:RA\$J029L""*V56O-&%G;@*G\|D?A)>.:X(^.:>#| M)+REFZ/N<8|V6-
^\$8F.K_Q%&|"/(FWV; ;1G!GG5R*PJH?Q_-F+,X'-;GFFTU_S\|DX1:.(Z M96JM|
|L\$++F\$|6V?)RQ\|Q\|7Y\7-=U6FZIT:O,TT^\$)K?X*=3Z0W,|A\DJPI MZL+?"
01ITU_=C;W)>GMPHNJ(X,0+QV1_M2:ZPJ0K,'GAF.P04Z4C3&HBA>#2 M,=E?
5;NN,,E=8L%56=WS%B98J3R-WKV)%NE;C.?. "I\$+4_C9U_SX%'B/<"5| M+;8:SE>-
%3KC\$%(8=/(/:2|M@>B+H XH4#L9A+ZHF"JJ.?9T|&^O|H4!Y7T-#2:
F+;FFR)BKN"0J^00ONKH7_@A6+.%M.U67%8?_DKN"/@5|=DV?_<6K'\$B?SF"DN[*JM
XR%>3)%U_%>>XD3\|I,1F: MB^JMJQFRTSYTK*^*|?D(|FTQ@?
JZM1;U\SN51(CN\B1798JJ9Y"IT*NO(K6
MECM)VDPFTE3,H/G: +W:2N/G\$YFFLG\|5RN\|YC_!4&#Z&OO>DD\$>:-
!;9ND*3MM2NC|N|-Y9OE5H0YID39M/4MC73\;|4MOY(M5&V?M2:(4Q-G1Q_4LA#?
R2I=92V)^A2T"5'\$S|&!\$A_1(GU!Q1953IN!7X< MJJ0'W/=:T3>L)F9W0,DY92O*(|3-
OY2/H\|YDHO\TV|S>..HX2J: M)J47\$A-ID<#Q/HT
82F)GV\$8JV_\$Q_&G)/A#>H9A3Q,, -8&'J?ZVV++ #UE@ M-KT<)0P,L-
S:YZ0V_PO=WZ0S&?>ZVT0TN6B#|UEK\^@8|7@\$ _R"|?001^ M.D4*""J,"C-
|3O;E|/(0+KU;_UUWAJY2?TD9J@U_UTVST1.;!J5J0\4U>!N4 MSN-*&4-
=M7@;E#Y4|.TKM_HK*W=8^(#.RG-
9CFP;_(7)/G#:JMX|FR(K./WU>58F7KXMX//62;OK8BP3R/:5I?^'LQ?XV)UH'B%;E
MJ6V7@&'..ROEF<+&+J#D0, @% 'U@+Q2\$ _17O+(%P'6>&ABU/H\+D'\$ (LOXR
M.PI G3(K)G#6-2B00A#6' M; >M\$4|I>DJ4-H| -|5)6_X>8V)UR--D"4;6O|9-
LX2IT#T|"%PX|;#;D&?=LK M?!G=%3P4Z..3??VIQLW1UUV50X\$^'D5O?
TKS@7+7Y\$CN7I7)^'X|C@G%#RC" M?I",86+L.^|Y@B'^Z>47YH")8/\$LL,@GL"-
WWCFWV/ +|TBY_F7S(-C^Y#_VO M; + ^34IAC >D MCQ1PO\$
X;M"XN<%B4V'N#D:FK#B|""//KLF M; >K'|'|@2^M(SE0&(T=IK:P(@PR?..M+>|Z-
_W166HK_V67BK"^E>#?.M,'(M=;LJ-2-PQA/.^M)V5T#64(DU=8Q<5KCA=5=E:-
|5#MXT|KC/'R*ZFHO>6'% M/IZ\Z:|WS=YM:?=A#18ZH&1-:9W1(*PO/#I
9AKA;YV5<;D#*\$V*Y^Y+KSV M=Y*/+),_MSSW>*2 >K1UJJ(UCF9<*REZ;5WS;<4
MHL(7:OL3;'TBO9G\|H-D35,7)NXCT'5_Y3FVTO4ZZ5HJK)+/'9G/HU:G2V6W MLU?90\$"
(|;F,P?C_ ('59WN=&' -57\$'|V\$X L&HS?J|@A:YT+(- W9EBSY%'B/ M<"5|+5*!|H&HL|L3-
0)\$Q.G5OFU,)BC6N7W@.0>%B8+G466K-9\$0PI;/'> (MY#%-LSUKM 5K/#<@MLO8/
>^Z/#%#Z^M\$#|)25&"7U0H\;G=W|H/H?5*+5< M#);P;4VVS-
9N0%#%#F"^L"@K=@T+W;6MX*@JU:<-N75:Z|M@MZ//42!7TN0=| MJA?
R=2!|HH.1|HJTI6U7Y G)T 5Y+F3//MS"A(G!J|JMYFR(|. ?X>|I"B> MCR#?%I-
ZS;HT&_7P_.Y5\$B.|R)%=ECVIGD<>DEK%:NR6.V(G:3";25,R@^=H
M>=U**^L3F;V:&E_T<)|C_E?D/S>W\%-A7"2R7'_RXJ(?D^)X6/X>T\$*>HW=T?
46+XFR(|>L?-DX| #E?3@_BY%FUP14PRCQC4.P@4| MQ%9"NY^|^"D(J4W

JI+/OQ=PM)V!=@T99Q=BM!POY3'GNZ\$YQH U&XZ8EMOCK M?^8Q/30^)
(K3"2QN5#FROP3I%\$|Z93_V)",F8T?GP:D-B+Q|-7*4@D./+C M-OF2OT!0T9M9M F^-
UF,IWC+S\$N28 (-P2J'CQ&")!P3R4OI\$Y,B9"4S#N"/ MCP16'+,,|A|BDLS)&(/<|,I;^3\$
8SF|W*:Y|))"|FV.8'M@|6'08(T\) MC@|J"7D'4*9_887, QA,BBLR|W!DK\U.\$C5\$'2&|
<^+9QC*>%5H|B#'^|#/ M8ZL"4D><<|/G"&BR3*OX/!W) QE/P^_"Y|('X?
X+L_S: +Q|Q(MVHQ=P-B) M?Y_F/^*X"%#N\$:6Q@LR."W\$=W-%BO\$'!\$@TFT40%&
XY01+SR< 4ND_"P^F MF=)4 MA;QK,09-
YCM&#@PL,\$107#.X/X%5H|0QE'!4V5@09V&48K(% "9\$6 &:/@.39|"; #)H\$Q_-X M2.D+B
?Z@#=#/8<.30887\$R |O AOK1NG3U(2\,@|ZK|2V(:KB1-5""|@^%E M6Z C%:-3-
EX"/YWF4JOT5;LE>4CWB-P|46Z^9\$2SL:PM"0^\$!,8|*TW>_%>\$Q0I95("BHOX.K<-
|YP,CG:#!E!^|BO MZ6|?@L0E;YM.|JO&>.)ZZJ&|BN/XT==|R>: MH_Z?
#:R!\$@I@_CVR7|JHS105;>,F;:D|^-8ZJ|2?K|T-0KI|H)*&|/49==6D2M\$/LLM+L
T5!KC,/Y%| M;:LA\$OOUG_7|*AZ+67E*!;!?= -!L|L6E0|E!7+<|&|H|H#LH>:CION^<, M-
:79FZYV3*JV|4T|O(U|^CVWW|9^7XW)@_E|KJ|+>R^Y\$HW+4|&/5EG:=UEYM M|8)#7^
V>\$&+ +. ^%=9ZQ/^&IIN>/2-J33?!E0*U'!C4R2.^| ME#Q%|>L>L14->>|Y2
2:|_6WQ_C=B%I>>EF&<^,AA4U)*HQ*TAFR%&U_EG*1 M4/|6LB&5PTT9_&G0:7?
P/TBX@^KZIVES|C7;?A#@V^|/QVTHGFO3^DW+|WG|NTRIPM1,9<4E@9(^@
MV*TSRDKT|%'M@;7")>LR".GAK6"+-UJ)+|J#D3/D/5'^--OT5P'XDP'>.:|@
M'64PTK2AS7GI% H'X:T.|>33\$8^<#==AUH/LE(GZ',2 /JX\$U))N50G'7N=W5 M=
|50#BP|'5:A%N:>JZWWF9#.|>.BED=VCD<;3"R;%ES6C=WY|!V:SN2Y/!X
MW8'!XBK7K;U90K"N_353^VB:*18N4(86%XUQ>= _!7H|Z|S-/1BQQISJ OT
M"00>#;WNT=" +Z>_ZT+8%>L79_XKO\$MM^E7==0|V|>"88W^\$P)XF
M9OY+\$MNUUAYU1R_:+JTIUF!DR|;=E6G_S.)6SLMHP4|TRGFM&S\$.#M'KS:T@=ZCH?
=H07Z. M2R- S-8^P4M!;UN' U&*RE^9R;:/^|&0'#_?2KXM9&LQGQW.&-W|^%H#J0_DN
V M#&99:<\$#16!|_RHS|9WA4EA=+X5VZJ4X;VFU<.:JP1':H=NTC|U/*>VFCF?I MFFKR?
|I3<|H+W1,46=>ZJ@HM M|_O'C30>1|^DG2IWE0LG#-U| "NZC1=:X)@IGAPN?'
_&%@'|>SL&K*4<# +S9@_M;(2;1J#WB.@|FH_1M0&|VM#N|JL+'V:-7&+I/3P:U|IR>MO|
(WKD;:7;572(0= M7-C!N5VX"|*#:WK7QE_WU;: ?@Y?"Z'8I3\$4Y|5*W@Q1ZJ6+/(M%-
:OJO7|??3|/#%LE3-'5|YZR^5..R?9:4R*=X:VV.H^M|H|H5:S#/*=5"UL
MD*='3JT;J_>6J&@J%I;?-G11E>H,E#%A@SQPX7XC/TBX(%P9(<^;;VV2>+K:
MH|G)'HSLW>8FL;|=|J_6X_XZ-#%UO2"TV_-C|: >X_|2\$O?J>NQH(S7U|'5+
MQ%VB\$,QA+;L>HM2;2:4*P"=J|)2UGM=!8?>C|;86I&7#1=NGMDMSIM*A|E|J
M:GIOIU)5R4ZELEYCO6A5';_5?IZ17T8|+YY?=KY^EV+ #V.W-* ^|2-)@|MHU
M+W)VL2(-6=\$;|:WT2Q1+|&&|/K<>9_VMI73J|907>4&82)Z4P.R:H."VAP M"Y%B|)
M|XG^Q@&)_E;)D6.+D|HCG 0+.?BZQU>.)?7N)I67CZ\$6Y<72-IS2|GU).UJMU|3=X: ?FM
MX6&CKB%7^X|)@D=_QZ#7"3PR2"DMVX=X-K6L_T=T2;9&W'Q|,5/04CEOE75
M8)6|E!|/ MIZB:#16FGF6GG^S+V>4A7'JW_KMF#!7=J;VD#-6&O^NFV>B)38-
RA|H|<38F MU1R|J9OVEDP|*0S:|N4,-
:79FZYV3,C;M|QIARUC3YUO^VWK|_FFZFW@7P@_M8X*V2\$E7J8ZC-
S'^=;)R2Z5ZYR%0O.!8+W;O. |@/T;GDCV,>CUN.)|DA-? M|KWZY;VG>N?|3._<8YT;|HKS
!F>OB2JXM(SV+4NP|^*P^!#?AB|UJ7X5CI/ M_5X^3U&44/|
<=TMS*;SZ4_3"!Z<^C^7Z!_R|_%K:*G7JS3MLN4ZT,(619;!|#
MU\$E'>L^L./DX.QV"-33W&,-=;K>|S2U0=T@8_-JPQD|RZ"4\$7T MQ=7%;953 M=A!%G7?
#>C^525I2; G8M1,9<HKF2K-X|Z*L-Y);(0^\$E M ?@^ 7^L#M6FBI5GS:2NH> 0+Q
?)>(/U97;U,U::^8FMKB O&B8|"XJWT^ M|SG8(U8L/0D!|N2W-/6(M.PH|1QN?
W8.:S!R+=DQ1&W(SA>=V"PN,IU:V^6 M\$*QK;|W4.%9ICM"+W'ZG|HJBYM"Z';
KW74UQVY1 8I5,22S0E+\$@#|/_5| |=@_M%/|J|D@|JA/D1;4!&?T40-7;@SBNP8-
H%R:@X_=6O,J%\$S:@/L|AQK'.(9I* MSR'MJ^%?RCE\$H+=
|I)I'0Z|FT"00>V3T'BWX3|,%>CNU 1WE|KZ|P-V(>? MGFH.2-
C2H+,T@#;+|C|O+5_TWQ'|=_C@2QO%|TFZLFBT)7U-3*=HRG*|G3Y) M4Q;-
\$CO=|TZ;RDEVV MYKIZ_!;?\$U)A,2HV.B1?-+<<;<3|DVU?Y<\$|BYW)%M
M4X2GGH\$.*7P3PC?!#^_::**R/%B.E88R4-E1;YPI>BGU,H+=|H.K'0J^_80#F MT.)"U
KT7B9ZC^87UE7:B|00;G"-|-\$=&=0?G_JK8J2CNUG6;%X+O@_!C7
MQ2F;K@H|YS|BVSJ%G5/7.VV_*G9ZGYVV3|+3AMCIWG?Z)/Y(W=QKIZ_!=\$^
M>GZ&C1*.B^KWOW5U= MT+PMV6I?14DX+LY#|;|*A>LB;NCX"W=&?&N3E+9.
M\$F&@V|IQ>E?ZF-CI?79:/OI:TN.L\$%;KY=_4|HB%)O
M)I4JL1W8#S%G4JP;/YO2K0XZN|AML&LGK=)S"/H3QI M#\$;ZK*JVK)M-
RTUUL&W='3GW5 G\$;1W=1AGZNQ3|'|?T.GWVXJ<@I+M05;G2

MOQ=)&DQ>NZ9#9Q<9:DB&;J2W4M&HU6-J4*4@D0!FX\7,PU\?7R7V"IBME\$Z) ME
3+KLJ+:3UW\S6ZH ^|%VB1P*H&H?1*2^5|6:E|7'4_3|*)8>4E MI//J2|;Q|'SW(OI&YZ9
84^F@REUB;Z2P,A|4%?XD6 M-V8)
(L9/B5YY0'/7J59|)\$+B|K8|+S7AH=1@.@KC7V8"IS.*#L|2?2U.B?PU? MI>?,M,\$^D?
|+ 'Z#O2R,)0 -<&U8&WT!M-/,X2\$@57'"V(? 'L%<%.PIET'Q8+ MI ZX/ U+,<;|6VLK4_.0C-?
G9(S8GKW*^3N6R|7/\$B65-0I84EJQ1EY,RHM\$ MJ8B!)8JK.IN^M7Z?
%_HK8,)WYNM87*'KF"VJ+TT6*>PRD'XRE28 @D0B?^!\$ MV4./2-)C M^
.^/H^=#%WCVI&H#F+WF7OW:/76C.*S;PF*,Q\$OK&VP"4YV" M7F*#&\$\$.FX_T3^>
(TZ4(S-@ 0|+|**0:%D7VMQ3^ MPY8+N,1JDA#X&|+ (I!
|&:T4C0CI75AM3H&3=%LZ7.\$7/6-AT.:P-!A\0E0 M#,(0+TG64,(-.7N
PR9_E6|>TN)L.#JZ32(?0EH(7V%"05CG\$)!89D0S3Z^ MHB-OP
=WV<34K&X9K9<"|!\$|W_V=<)GXDL_\$85%2 &%!@D\$|+7_A_\$OIA
M)C_FL*YC&%.FPG|&(-+P5W7V517|VWA*_6,?)F|SS:,ZN?)?>C_G(^BT-J3 M+Q-*&3+
(6TG*3PC9*HSV4&AR2LK@KB/9K?=-M?PG|=)H?EDI/9:<+9?
F(IPA(7Z2;'UES;9R(I"U|975*?T|CI6+|1&X>@3H\VO,4^055%,=_N6B4>X"|;D
M<3,6:1HCC?XE<'U7\WS;=G1?;|83UU4-W5<>QX^ZYD|T1_T_&|B&*BU \$^~1
MO*EMOUL%.?US!>DY@6JZHFIHL&1E!KOLR|GE(5OZM_Z|Y@QM2ZV|H R; M_JZ;9J,G-
@U*U8;ZK8E!B4%U/"AKZZOVM';S8^AQ|I'\$GS10H-X6_|J%2"1= MH8J?<:
=_NP7X0.HT>@)E'25+H3>Q.%V")"=Q)|HAIP6|B4_,W|VKPY7Y?
MR"+|JW*6WN*HWSGO*UDY/-+MO6I7MC8"51VC2H12G,U=U|";|J?/7Z5?8-I
MXK|PF|QAV9,=!7F='_77KZO>|2)V LW!G'G/2(MM13Z(C(G,& M(W1!)\$)(KM&
(K.57HC,/1\BNX:B2_Q(DA2Z3V+N6EUOK_*PBR'G>)%(:D| M>=*.#AC=|"13&8P,794-
^Q(I+(Z_5'.F|XZMM?=LR\AZUP6;,7YTO23O;C_373_V|H MMB_"V|I:@KMR+B;W-K|&'>
Q^0*/<5(I^E,P/(?%=|K_K&=&_X+A+:R M91FRH745T,A7LP-!P(* 3T/O40B6#8C8/B?
W95|6Q"P(&!!P);3BXONRAVLZ5Y^SKR^MTV#L;<=\$QEU=9-8:JC>MW3_N5
M5\$HZRZR)SDK/DUVM2K;U:.\$|+98=54*2XOL60\$01K-2?V%/6=B59T-X@XRAA-M?
53^JR&=|H@#^7WY1=K|(_O>SW_,29@T)U@; T)DUU@G5KGQR?'\$'W0|G@R|!"*@\$T%
(;8SRJ%5M('JEW5=C+E M26??_J3YV#Q_)FDM="/A-":JMR=8ZGM.(W!:/2=XR;1@-
M"B(3060|ZS|F M:M^OH<0XY%J|HS/FDCN-HU\7.W|931X7RD3G@#N2TY2R@
%O6>B),YSAI.4Y'Z8P#|L#%(0,M@<11 MZT%287-
VHEQV,A/R1OY%9P8UFB1M>&KX\7>LC7?;-F:3Y8BN#F&)VA#SJ+- M>+7#
(6MZ"7LBLTZ:?!>H2N-.1/XI:/HD=;7Z;D"8@2:=-+)-8-0Z?=-|+(& MD|_Q%X|GNZW;
|C5N|ML8=&2,SJ&|7;|LL|"UEM):M@C\$ "GJ ^MGN8CKNOUA
M)/:MS|'6^_V|'^GGQZVM^::U)",O:WN(UIAF6C<|G"UF6'-S/2ZC^KK,^.< MY+?
W|HP>871TO9/57HI#:7/'UHMI":>K0\NVNVFZ!0-0FW7\XO-5/?0GXW>I M|*-
U330#WEVJ*1J8L47HHX'9^74#J5^K^Z>GF#RAJOL6
MC^C@MC+N^:#+5G:DOW8G>724/*HF),^E@*&MY#%X:Y(HX- &#AU+'A/0X;J8
M,L).JZAHC8%R>E:;+8X;FIMCIMGV?_J\$)6R4;9S&Z%/6ZEUA43_"*W4!!2: M0J&MR+
<%""X)#@U\$ _O::NJ|1VU=T7+Q:;!JE%|>1N2X@L=<\$A3:B1P+SC"
M#A<\$AZY\$CJ6HO(F<:;!MGG|WUE8'S"NQ'#4L4W6XM+<4C8^N:*(V T4VDH|
M7<#ADN#0G;30KO-/<&3R":Q&=<'B|Q3|)A+@D);D6:).%P2'+H3.39O(N<; M)CGWQ-
8># |+R_<1MH|V&^TROPL83|)13:2GM7P.&2X-"9M%<5WLS)PH/9 M;,
:U7/>))VH(@|HX1_01L4:).V.Y"@21<\$A*Z\$S0Z;|X|\$|4+!VSKA/U
MK@E>11NZABG>5|&&KC\$WZ>LTJQ|TJU4W!Y@3MZ\$3!"@(|#0\$V-*&H)JT&|M
M=IAT*XB0|)(NR1"#M--|4"VE2LY4.4YU%@V5!TU=/TSV%_5LJ|>=G=)I> M+H0J|V 3!-
@C::5;|V4HJ:B=9C4+XB0|)(NR1"#O6;-W!R%7M#@LIG(HB MJ9WY_V?
OW9L35Y+TX: ^B|.QYUXY7YB"): _>L(WSZ,N/=|NW>ML|,|%|30B|_MH7\$Z&
(W|^E_F5FE&TB_#!@!M;'3QX N=WTT8/-FIR?HRU7JO3P='C)-H%XC4B4RVAU385ET41?
4W M6|S:|!5.Q6L L;|0*|+L,0=/S!'VO%*%*=*PA5+6>M@M>X+6H*NN;7|)"#;S?
MJO*26Z0#5I47\$^8J>R|,7&L"5QDQO:SB:(VYOP^YK/IN)Q"=P|?V<2?RY1R M6\$IE-*=?
0^B(X.AM*7^LN4G-4_@J4Q.>0B9/<3SEC|9#"ZR*ZYH!-#A0+% 'M\$|G1+XS%G#:*
<6*@X!YEL/"A,M|S',OWABVN+%, "#(, ^KY4|GPPD|Q MX(?*Y:
<_OE_ATRMGFL7!+E\$=2V88"YV,0;D\$UFK6%I!?)S%8_1(AIG M!/*<+
D)P|CT+'BW'W+*|+KK|!HLD#QE/0JW>-^GGS/FA:S^*MNCL|E.F>#7 M;?F:(K-=M|RAV|
|;OR#M0F,NVX|)CBK0Z/'":;%R@<"99&-Q,MVPDM-&)|MD*
|%/5'6:?'P&;-O'T*RNW|+ #MZ?;>0):V;*?1+C/U^Y";6@VM*42&AD+4
M'PS7+EK<0E;X9\$=D)=?L|7>LKH:.(|T9EHUTW9:OJ8O:=ZRM-=M M^)K,NW4-
7W;XC\$ZYP|5?"U@S*E37LH 3V>OUJR|GV|:SMS,+6#,CB1QQ MW"C.008N^>,|:-O,->?O

M'(AZ0C>|%X|7|_|W1;
MW5ZO|*=V2ZOYO='MUKJCJE&;UNKU^|D)11|RH@;'R46L2K#7K#PT|AI73M7+K.!N|"/<
&DK_"HZOF.!^<3 MCX?I8F&D!&;\$C@|,0UE/"<&IC!&YQ5UU8>_?27;4 MT|!VQ^^^
|3(PNFN*_^NY"|6RYX=T+NOH/8W<-7V(5//RTWQN'B"2Z?&0MO M/?NSXYF>A7DN&
(!+|HW7>F|C/;BX 3%;#F4TBIWR,-/YRR9+A52,W2M&KPF*_M,43%Z\$C%D(K1',70&J
8G38JQ08YR%(QI&+L3# 'Z35_,#17#6#Z#DXJQH!AG M@|9?
07F\$&>;G6L>_C5P+JB@AF!N_62PW:/K%3;_5;@2%;!/,EI3IH|KGE9U(4KZ|_>/0ECK9K&M
M*Q>MG;.'=(1"D;G^@=H;ZDE&3|BSE^?7R0"8U>S_RW.?RW%:UDC,R*<|2GE|O
MSVNJU_8CSQQ>1V^KL)V2|BSE>8?RW#^\$/^Y?>ZKG1((@>6M127VRYO7UFQ2
M(DY8+0K?2|(C!;|&F(E2Q7%R6,#.9K.7(8;\$6* M/\$;JV4HWM/N;8=I3QW/"**"36-76!
(^VL6N!_5%2F|'_M!8%&37P7X8'P;O\$#S,>S8^%M^"4A/_UF>C^4KU1N;+K*;1CZED.?
Z&E4%0CC M#3_Q5|. %\$8R-RYEHI?TIQ0Z2,V-"1EI@<*6PT(J>R;9B|IE|A6U=|'"T|H(C
M)FA0R7M^~W|ZTWBZ!!)7>PWN8J94NQPUM;5@<:@Y|MG47DFUTD%>I1'3-(I
M@Q'@YLOOGD%|2:AGH%|^J\$)8#;13<3K1,YHQ^4@N2%W\$#9D-X|'6'K_H,0|P7EPO-
CDOF1N81'6 MW,!593F=)*T/_N6B<)>H+FYGMYBCT'?CJ/J6L;*9 ZU8O<"Z.3^G019T=43
MNQZ!Y/VX)A5X9|HOYCS\$S6!^588E.3^ BWVO|. %XO+
<>L=:SP<;AW#;H^LD;';8WV@;.-5.VC0N2GIB&|D!'0R%^809ME'YM7*RXR|.#
QO)=!CQL MA7=V0.B""L""2N,&RU%|JR((WQR<8#EM=+
JO#4|@=%:7DM>I;Z|7*;^BOKUO MU'VY;%2C&K4;|D+"\$TAX
@E/9.^K|Z1QJ:OWV&E#4)/U38\$-B-*Y^"!5VU%VU/6QX45T-M9CBI8%+!-E6P-
2"F.U\$PK!U0VR7|/%E+!I(*=NH*MR03>B8(A(|&FZAVYA\$D-M.S|-6Y;O!;-
P|1Z0QUVE_/KS=|'!+P:FQU=A&<#"SOM.3@G.;
M@K.NF&X+P1G"UG30B*IV*3AO|AEN(3B|H6-WAB+<|25-\$;+9F 68 MX|A0B7%
(+>S3UZ@*YX_C-.2GZ'|44Q0!;Q=7IDT|NT784'&Q"BD#*S@=^W
MI|V&\$M29IHI,Q4NWX8R8US<#/1=P2U+F6F8S%1X>UO*3.?BIMMIBITY
MA^#>HQ^9|JY#>.ON.<|#@WJ=/REC42^OI!;!0.^+227#P;|_Q0Y_(B>52RK7 M?
I)*ZBM7#Q-*H=G11(Y6J(F\$GEVGE"27WE0M0M71UTERG*I79)|3IU|;J7 M3%)?
N^BD4NUO3_JT=^TZAT.%!\$UX->&B9-IY8WSSA>W9\$NI&34#H4O"-WO#B
M9M#2&H0U01<:"GY;RGYG;U+?K^-6/XED'U2|J7D'U#RR^F'=BKYFK3Y40*;
M)_GE)\$4|E7SBV=*688>EY!^8.+ 1VYX<|X4R,ET\$2GWK\$|@SB*><;M3D%34! MPH+E
B3;N:(96^0:F8;G?|S(|FY/%;3EA;7E%(<3NM*5S<6/T^~I0.Z\$Z
M&ZDM)ZPMKZC^V)VV=&%MZ6OJH#&I_E);I+;LN.1E=|K2@|5E,% 'VV/H\$A;
M2GA'5H)+P|9PV,0.V&4\$!;(J=P+M?L&32S'JSU*PGPV'=<<<
M)=@!"8Q^1A,Q,D/&QZYJ;#Q!KF/BF'#< 0JD6)8?V#A28X9X|S!;\$S,BGHME
M:@J3T*N+|J|-188,A/Y;IS BJ=HCBWDF8&FPXL#!JVKXK6 2^(9_EN706)X
MR*DC1K1AMXJ_HI+8HS"1@|H@M5"_.*ZK@/Y.'8|H"#SE%M3"5;2AH"!8.>NA
MA2;@0E#QTD5DGFR?;^L/2@D(6.|9B|P|*D)8G=N,SIZU_X8_P@S.A+'K-K
M|4NM_SXL4#^@WL,EG)4ES,EM16L7""0AR&RZ"|/O\$PA FS3)KL #W!#H"X
M10X(YYSXD400!?'\$0H2YJ.T0P5%2!;';38C'K12 *DM?#T27>GYEPHG3"A
MQ"l%)#63N1(V8&V229V_X M4!A|4"U*4\$V'K#JD;JES^O4/L4UX MG"ZYWUO1Q?
2'0S?M5@E;#*=IS*Z@UZ7 MN%\$%"(IO+\$|+|" Y0.GHTTPU@T<-P
V.\$TI9E9Q*Q#0|@4|T/3E94/CL@CI MM> FP88X,W'G#7N+B/N^@AW3Q&T+|K&?
^!AZPFOCHRW(VL /G|HR4X8QMA, MY&;G4ZN6S3)Y&J1T-73X)\$N/9.F1 M".QOGW2@:?
M'8|@=I?;-98#@ (W*8)<4|U+!|H|@^ALH6 <5K->5"B85|/P4 M| UXY@;(TM-
7M2/|@)\$;.)C5LUQKV|D1S V3IZ;F=?L/+'|,\$R%.R| #1W2|8% M|
<&@CYP96|N)S:F'D()38ZNQC>_,+FYVL+^0@M-,P=D5+UC=17^(<0=|80*
MM*1LF0'#|4+@*UW\$|'H6A=G'3U23WQH G* M3(77N*7,Z"@S6R_L4F;.*3;
|X|*KNZ8;N*:W|;VAK;5(-5.D|D(U-NQI2PH@20'40!.)>IT_*6-1+VNE_F+3!;A#K9?;&I-
44,Q9:1RG9ERUF093;U2PYD|JUTR5^MJ% MH#<#M:YA.*?E2\GNW-;+Y#
<|0EI);I*_ =|HW?EM'FHO>'U7 M\$R3_-'(|8) 60!)X_=,'!KH#GD7_HIM,=J(.H
"2VG(VO***HO=:4L'M&6H
MJ_KVD0^I+5);#G_>M5|MZ8*V|S!;NKN*UTMMD=K2L(*9W6E+#[1E,% "IG5V=
M'4L*H"JXLS^|A.7AJQ_EZJD;1+!0LT=Z6^|WMS/KJ(^LU\$0(U"RIA\$G5ZD M#Q*
UC6I=;0U|'=%V'70YU?6NR&'STU'|Y8RL2#BO/GT%+ G1,,NHQJ'_!; MS?9>|8^QO5
9\$FK8=&1AN&FT^HN|^07Q4/Q4NR8*21MEQSI'-|D6!@.\$>0H M2./B0!X'8J8.K|DCI7(?
V*\$1T|L3_BTV*MX'G_*+|'"V/2BA->%_;0FID<,M%V-
XC,U"*W!&2%?!7/^E0,R1Z4?"K/TM,_\$|?(0SV8ND3K +-UY-OR!G\$0V M,00L|R'/4+|J
!MG0"TY)_Q M"l,&<4;O):<#KQP9LX)T039Q3+2L,4^LY|.2&P(.;CF,86-64\$ M

NZQ,.3OG_4=M_BJ^+6'C#>=4X^0.MI5?0X.1G!)E.
O&T!"HSI!"&"V>33=F"R16W!C#BX@5)/.3J'#)OD6'0M&
MB"Q_49E7.HY"IPS4!9D?.GC!.V)E@1\$2E/"G|_)=)0@+VMDMYBCTW3BJOF4)MA/=
=J.W7!B=W+^3(&G-#-;HZU' S!_7YA@:^\YT7!QYB*YYWC:"8

BB"

3AG@==CF?:\|BPL^)DKG@)O1*NP1?X
MLQDX(I(CA(1;.M%FTQO#=#!G)P>>P%N5YQ<.A63SA;T62!>|%!QP5#&<0:1BQ;
M@1|_H;_*#D*^UVK.VX"AX|_XY|*N=F.+:K:X%|O%B+XE&|%L-W8__BMO4/FV
M;'AQ,^BV2DH?DFF*W|.G6TTO8_P/R|_=[FY]4=(EP;?Y8:XL!'>+KJU!WE!J
MZHQC,74KR)MR(_N_@8)I4L&D_M@IVK@>W>0,%TA)SJHK9.;)0*UBQ1DPJV@8(-
WT#!C&-1L'.H\$+VUK(-EQT4^M#(CCF2Z=C6)IJ&(H87)GY+%Z8;LT5\$XU'T44S+MX!-
G7A;JF:=BYMN4|+S MI<2\|4[C=1+3E1)SNA*SQG5^G<0@\$V-
;4C*=J,BL<09?)S+|)HG,.1PX++M MC:+,P9-\$2\WR|M;R5*EO|\$'NV*7;D
00DK+JSV|#:1EB-*R;N=E)9F2DLM MKVZ|M.AMV
+TI&TY46FIY=|M("U(I(M=M"MG?.43K)&.21,8_N,.Z)3)^7T>^M1U73|
<8#XTOEDLIUV!R1^LIED')I6R,?2^5JEIA)Y=IY?DA|Y>I@|%+5C5WA
MCTKM:HB<2>W:>7)(?>WJHHFE&&ET95-GRWANALOYN(C47=5;|!%@35! MH-
S;IX!Q<+,\|'\$#%-2GR|)/TNH1-Z\$97EC_K@NQ+5>I|JH0WBVFC#;/=?M"W'JP!#
(3|F%/PA;|&L*)+TT!|W"0&8"EHX=S(4%JF|"2_15@R01I+\$#?72B
M&)N#E1;>,U@R/P@K@.A27-MN@MN+P'OV'1R#F!^|
MRYPWOR@S&)4Y,X/E,2UB(9=,=.RY"!9 "&K",A-&D/ U;. T1S |',20(% M1&#L!:=!
(FF3+@O6#E"@%IR8(P_3^KD(C6THR%MC&J-@#AXMHR*:.Z8&A)H3!
M'*HSBLEM_!2')/A.;QD7C(9&/3AA0M#T)\$|V%9:E,Y6/1&<-#5:-+P&-"
M.,1Q#.*|0(HNT&1P|&2:>BZJCCC#,0:TV #9<1_8YA"8"3)*L@Y5/S!|OF M|9|Q-
&8N+DLMRB%)\$TKKJB'; (TZ@Y|N0W;.XR7N!MOY 8!T!3IBIQP=L7L*
MZ(A=B8|8+'B|1F+^R49MVBB)CBC1\$24Z8L-'5N+7271\$*5T-'3Z)CBC1\$27T MS=MG-
^EKN)IW_7UC|,SWH01ODPIV?@JVAMYY)PIF2_63"G:N"K:&\$7HG"L8S MX V)/RHU|_PU;
U+|TXTK'LT&K9F0YH<<4_76+5"RJNJKCJ'@O9|@1-)C*_=
M|'KK0D(808L;H|VKRNX&%,%):.FQA:LM+7TI+2067&|!|W-,4WO|W4\$\$/+4S;#X|@50N
MJ5R/'*IKUR:5"ZI7.>J7/6.9^HKETZ!X^%@N?1%:I?4KE/7KGI'_6URO#:
MM76TZM#',B=Q;K S<*(=A6?.NGJ_-|3W6='9Z514=#8*%:P)U?M2Z+2LJ*W
M5Z'O2J&70M|TH=^WI>|)H9="WS2AW|>E|TNAE^!\$^G-,%EZY_~/IPUU?W
MOC>|@JEZ*O?+ \$ \$9(>8AG,Y> M3V <|CP;_D"TSIOV|'DA*+Q@Y'+(*K/B&68.158
M/JNA>E*DGQ07Z1;^&?%6A* M')1/(XW"F8<>S2E#|ES'0ZF5#WI-
""%ID+W%GK"L0H"9H|AY2F^5/*H|>@_M G\$|8<9&%#(4%IXE8P\$:#?C-AX_">'@'V
T6"3>CR|B2+#| M.U0:&3|)8,HM&"&|'"*ZMMW|&|*|<>+L4>X|MT;D|JRMFGPAH?
3N0)|L0B0%|Z8L|'E_) \$BA"W_#-Y# A,6,&|82A0M_|Z_60QT(*P& MY>NU.IK!\$>|0#VXJ<
+G=(OKFU&AQ#ZYZ^'^|W?E_W^%OS*HX;. 2NV\$#V!S M3/O>^QL('THK.B|J;?
2133'5@GC2KYWT,BFNHY=;87K*&Q%-L|M14EP;R)" M L)Y"YV?RM0G!!R&"#A*
5RC*|J\$0^CY.#.:;SM68KL%JN,BJD*UQ-'2|'"^ M).B/QV#,\$C,R"WR+,3M,Q-
6,'ZEPBW>R^7<1O7.BVO2"@?1 M&,(ERJ@% MW?\$|85N7+A?XAZ+/_QG"7OYM=*DKY
1SSQ!NOH>1, 6NY2U|4S)Z)>U6)J;- MRF(Z06;8ZPK9&L;4CXS@/F\$,OX_6"/M: ^VBRBP?
L|8IDUID5ML)^.5Z|N4 MF2\$|)61T)@Z,\$#@!GN|,#PD^|!U)%'1)-2)F\$ON+@%O
MU|YN,4

W%4?

V%T5,VC940 MF#HL#\|UT6+BEPNV%Y8+#R0&&P8"Z#QDQ1#HPL+^?
V1@/V4;C3H<4#%QMUT7"(B|L_)C:#.;3I7F',|JA685;?D M2N%6KDS4QO2?LU(8|=
<*>7'5_).7.I2@NDU'4+5MAUT M*1F._*N6P(T6OAR+2Q((0@NW4
XP&4.*8^I3)C|QAW\$Q_B(-4&)2 MP:2"|5K|M"TS5C,Y7K_-
K|4MSKH>@QT37|OM4MJU|E|UQM@IG>|3B*('@W)(5<<>A0 MXSZ*:?G&\$Y1+%:U_<3-S
.:>)O<*MQ"#|A#EB;:U,><:>9_.,+EMQ(C9|'=3^BNWL1EL,AM'HJ67N_\$LIZ'MCJG@
MX:-S/_TK=J+Y U4-88+B'^E4_15TO"|^&-Y|A8I/F,C;*J<41PQ^|'_ (ZEG
MHA2S4@76+FZ6JRFNZN|T&A M.7'QVHT7NE?|JK%LZ+L.-4@!;.)HJW!MOJ:
M7+:DF=94D),8^X=|!H='EWP,DH2D.4+? M-
SH|\$_HUZU!!&79WK"WU0>K#\2P"7;D(2*%OFM ?;A'8^7GZ">O#1B15Y:C: M.-

IK(8VQ(+Z)O#/ER%*7_2M%21@%OH)MF&.!OKF_JR,EIGVL,C"JS;Z/D2WP!{&>P2M-
=C%S8?I MWW^>_SIT?!"^7VZT?EP_W7Q|NO?_GTHM^T;")MJN2^(\$QH-
LN="0.0H(P'L6AP^E*|C0#R|\$,&.<|P+|C19!\$*?,O_9L9EB M*L|
(+A(1.TM"@(/L)5//&8/Z)K#|2*Q9),68(B_7H3\$B>#*HB'0##=>7%H)F:(-
%HIT#6QOPC\$:40# M7J(829EA"J-2 X: J2*U2EET#I*|2\$F3_98K,S^(QK
P<.G"^1/IG1FFN> " M,XD3AR.5@_BBL&%C"
7;"ICMT%S:S#7G,!|V8+X@N'9B8A)&L8#|*W:0I"C\$ MF4Y\$>!QSR/27"?/H\$D8,%J-
YH7W8"40M+R&DXJCU!);M^J:7D;V4|U%03=9' M9C%T !1#XY!|BQ)6DREOH*T-
529C*MXADF!,-|/%CSZ_BK'/I&QU^%#RHQ>L<"?|0LG
M:B|))YB5^S')Z%?:!L('>M(=|>+=>8_@!87|9;79J 8:6%_DHBKGH^)-)L*) M"-
DTIE/H\$#6%^!R563QR0;|P8*&Q(|6>F(DV'92#TJ&HD
,I92|\$Z:K+\$H/LO6",G1BS"GXU6&P|-H,)RGGE0HN M)0PYRX8@82=1B=QD!A?
^A.Y\$2%!8=R4K4I)U5XP&TGZ =|+Y;/Z+UMX7)4,, M42|W1,;%S;#?6D924T"?
P)'Q"D0AJ4|6\$(-1>P+=1*;!')',U_||^1)YZDHX MGXY|-V53??CX)>'J'-*UN%*UBI9J!IN*BIH
LDJ%,5(L*?BA|\$8;-@!95I6 M&%H_CL+
(Y.XFR!@7//0H081+F/C8DAT22!J>0YKDB(KZIP:H86>|&B|V// M7P3OC_-
!O^LPMH(3Q|&>U%T:C D!2W|A!X)7".|L!&<+(B8HJ<@>|B|O|J MJ17NF#8>C<;C47?
<|QAC<|28KHTLV^J-V=|DW7|TAEKO(O4=#B'NC|200H;
M(AGE3#,3_X5/5DI3Q\$EL,1D;@M8;O|I>0K71W0|8R:|F=3A,;)1E@ZCOKO("6
MU\$RRFVP|C|YXI6|O:50U|FQ3SRN7S)OUP\$+#+\$%(AT|T3/*DB>9WKK7|-8U_M@=70#
(/RS/XD9/76LN)I3&S2'|G8L9SZ =0!>+H#M=,-C|I5>J;U+>UO:Z+
MG|1;5#@D:H6_WD+S^A3N#9|7?OZFQXJWM|"*YE|^D6)T@4?-QZ|J|YL|XJ#BYN-*T-
NJ@W!|\$5_M2M>.I6MP0.D:@G0-!VJ|MS6ABL2HJ&744A>S\$42!ET"|N|5H5JRXA4.505Z
MX/<%|,#:RC9LXVEK5Y-PE\$<@7+NUX1N+5(G4:..@|*JD6OK|I8@K_4-M8Z&NM/O-
_0GDI+5"&N|!"|DR+FX,71T8NRHE MD^|V>N'XZ&#NMF=CQKCEF@';^6')B?
M"6SO:;W)MD@GZF)QZ;9S+F%>MSL7-M8*AJW>6=K'2OCUZD-HZ1|/%2D\$'^Z-U3U80-
DZAP|T?S)V,;NF88IK5/>,0=MYE+T12(J9C_F\$|NE!W|(N+?
0.IB_|P03=^=9X#4A&2W_;QW|.X!VD3|X^0VZC-
"=8OP^>X"2R>PV81|N/L9ET=BW3,;8=MFLR8|,W3XX: #BYNC+;:-
I9/\$|;*CMIJ4IN=.R556:IR\$_,BOB\$1U>,^"U;,(#(7U.JC)@1T#A1D^G/+,LJ@\$ M=N)Y_
W7|)%0\$SL#'?/Q^|XWP*DS\$'8C=J/#TM%0TOVU77B: ^PMP4.Z7TU:*6 M\$1|/380/CJA|M-
_,@+H)WY.=(,6,00)-DTIVGK2: 5@5%>F6=I8I5DQ,J534|M4>J+B?
7XTD(!+ #P*&LL6Q|V/HZ3UU&Q_N7#|-2,U,9|9X<9DKX)7YUZ&U77) M4+TXKLOO:,2
512TIFW@+|+6UT"U\$5)NH+;,-) #: ^"Y@8'B=9Y95U_U2K+X4 M-
K"=W6*.P.)!&RIO62J0.9 FH6%T^/;|H&?6>Z+^8|M1'.9L"SZO&|I'8?&@:N@369CVJ),G0-
_K0> M*:6A4M<9DGP07(|DLT;|JF<07<1^P/R,OX 5E>7N
5P*UYH6X2X1IA+5M;M8|&Z#!*/Y,_">S3|' ?6Q.38
M9/F*^:JW<+OCSYBGP,C^8%%+N1NKR?36>^HCZ#>S
M""Z,2I)J"\$A(DERLJSZ<8L5^%NA@5|I819|3Z|Q&5AR*TI55"|I8*J@!|QY
MHL|H9P#|SWE,JBLR=G:|4E T7K C?N=\$F^)|PF(%CB#::GI=SCK+XX(:OQ M-
N%'9&|2#|_/L9C FG-66H0>3^%G\$.%PJ;|9R2|^+7M/V5)#A9
W6KA%:1GVA|%QRK0"0;M|D|0"9H,E"< MW|5YJYA04+T7!H(IP"1HIL2,"HD?"Z5CSE>Q
)#;|6'C0,'Z+0,;34XP\$\$.U38&S6O4H*^O>U1)W"X1 M.!DK-
95&S57;W5J#E5E!_66;A@|&75HU|H8C TQ%|I?HL^SJ= W^KAY(E5-MA(CC&
(3ON%6PE8^;,\$;^?0AWN!O^JUNALTH23VA\$|>M=\$J:9&L# 'E 8U+|6HA#%|!#4UZ;#_J
M4)C&90A%N|Y |CGOW/W_-R>|ZWC-Z=C/-KGRQ;MGM^|ZAZN7G+SB\$|I#;, M!?
QD9;B%UF^2FW=B_>|&5@3.6HU1^UV%CBNHG?W.VL;YWXV;KPV3SXIZ^+Q
M)I%4(NGV.^V52+H|U\$R1YC2>FSPLV6&7H.H.VMK%3;M50BO0I*3H_2|0,L%Z
M4X#Y!2%< I@O\$|('!AZHNK3BNW MOLK;FROMP>'WQ<;^AEQQO;AB2W MC3')^S>/-
IUG\$52|SA^I&5_E4.S'FT#8C%8)H5RCV,&/.W!U'L3W%1|(F|D? M/00&:/=ZJM;=NLSV0-
*|LUC7D>U8MT@F,)JP_S_7^W/ZL5BY>J*9:_LIDP-
M*#GA'FRAP&=XPBU';>N|@)V/FLP+./E=5|^C|V?CU9=Y 3(O8,,PKOYF^ZC!
MQ4UGH*M|O2DL(W*OM.F1:|+Y6R(Y:"<|:-DY|OX&|F=97.EO%6SL&+%/|=CMIN;^UL-
00-7YXC-^?^#8|W M)-3FGH;F2,WB"F>DOQ=/1-/H# 'K'IW8-<<|BA#*WBS!\$8E|N3?0?S-
70*?S M:Z.G|O5=L0? \$8EZ47)YJ4X)G1 MUWFXNC""|IG-DG,)N"JLE|,5:GOQW96"B^)
|1WA:GV, YB_ X3=S^4W\$>?O M.5S9;ZZY(2|/7JZ-BYN>UE5|O>50_6V?
K>Z3>A6Y^*FT^FJ>@D|7 &X|(4% M3*"7J0@K.T-9>6;N? %1KHD"KI.
FQ;BYYB>Q3(!+T.45 M=3L >4_S8/'9@ M|M|MN8-2(.07CT'SL-ZTQ#VQUOY\$H|Y!H5LXJ\$=

{G M6(24?1=PGLUXWEN1/P+1W5=)I&Y&|=3"J_4Z?Z21I-5N?V];MY[L6L]_AYZ M_-
JNRH2/(VOZ#MG37_UG-D7+U9\$(8;425Q*F'SYN76CT.TO)
I_"XN<&J6'OHE@3,BB2U%)>F MPJ[(QP-3ZG60];I
29O2,IM'KK54H7LYA1Y>W&@E^"@*C+)+=)#|>-M| M>@K8\$+_M;15)|@"0V7\$7/^E|
(9JBD(?I:8'&4W2V.\$<@XYQJ0)6W);_Q2#_M3<-)#7/WP+7?8|_D8A(P%2/Y?*T-
DEX|,"L.G,B!6S_!A,'SGIAR:Q\$UGC8T
MD&DM5&"8\$9>AR,";FUOE!2^:S0)H=|H5R4|KX3\$?8<:MR |H*>:;!S2(>W1!G MNT;U4P-
&TA(J?V>N&RJ?077|7'M5YTREQ|C-9Y)R\$%_C!;L|)2X=R#?";&GL9SRA+2_49#P*>
M6T3,P*:-5@!;G\$)E!LN_8|'C3<|X;6RD4W&"A4*_C,+V+/CQV'ATLJFH SE MFU+.U'?
54OY UM45V@P_//LN&'B1,>;J2GDMX!S9|T5R%G"#3
M9C/DO!2DEF#@IB'=#*:'\$R|O\$E,NCT%!7#9EL8P"DR: =R3D=(;>CS,6!Z3:
M%L@_#.*3|TOB">:D|!!J_2C?(X7C>)@XI(?PS2F8Q"@.3)=EP|23A^@O2*E M9Y%\$LTP?
004<9-*U^:2&9N2\$8RZ2Q0%;97;B5*SRH:/ /7*3|A-L7^Y20?| M_OI
V1FN^9(7X^_L*78Y=>_O*BBR8TU@6E_Q_(DS<15DL'Q|^_9>6|&UQ+_
AH&US'N8I,N\$Q)%=<'1K>"*N MJ3E/V_-
YD_*JR\$8#9=+Q<-6)9T),F1FX#O&Z^HIO@37\$|R"SKZ9?"|K,<>!/!
MQ;SPAF=\$NJODF3A_%QJ?B"IT?\$6\$CVYO//#M'(>EQ|W@H00QSO LRZ,)RDT_ GS*|D
MF:;)6B|ZO"ZSIA:~)T|LOUS(N\$MYGV78TDNWL%G,\$6|XXJK|E|:GPR@>|KY<1 MRV@?
OTX|H<0P_?F>X++>#>X|?J|H,U839X ML??CQ0'XS0P=Z|:S/SHJ"J9WW5|B?
E|P8#FON|:V)B>!:A*OR(R_0XH+,X M,I-4^A&.%KE&-
A|O|&9I|+, =ZD9\$|H."^S;9FL/AZWNP*B=K-UM&9W=L%MC M7G1_-
WG16JMOU'VY;%2C&K4ZUW|#5/0-4Y5++QL>7T9SP45^A)6?%:~!GMWQ
M/O81683B+8S'&TA4|D#Y-4G(#1Q9'A2H38^|_5?MB0Q?72CH,QL>*5U|DJ|3
MRBVJ2#3&O8|9^0\$=5.CO|;#;9%S_<\$)O#R.W.C8N;|E!M
M=Y9K_8^CFD(JEE2L5RI6;Z^*A9QO/;73V1KQ1BI6LT1,*M;:P^F|*A;2>FEM
MM:|OS>XM-;M9,B8U;YUF|?>J63W*|E|UK?F:=0|EL!^9YU,*5+I/Y9=CX@:T
MTWQB21Z#"T>8R84|D|6?^|1,7(W|G'IKD|4VE#AW5DH!;5|4&4D?.14=6
MXU/O7>B,MVGPKI2Z0^N(UM;4J^Q.G(.9XN_52?Z7;JP+;_*|OT.=&XH\$O|6
M=N0RD+3ER!RI|5V|+!=|R8FOF_|L3&^I=>J^10.\$Y2QY/0'&|7H|XN|DYYF M1Y>EQ9
68R.%+4>?(W%6!7JVED#JBT&89WT=Q^TDA9#6@QI;I""ULH|*JP MWY>O)|@=;
TNJ4OIU%)BR\$MAK08;|4M|'%'Z*P*^|L|:LL|M*BM3K+|*C' M;3\$J_-&*%?-
E*&D;5HIWTDK01M6)5A0::^VKNH7&=RE|ET|I|^_QXIH<(?7^% M)
|OX|+|"DSA9)EY:*CSO&'G|ZJ'R^ ^WK|JL7^_CP^HBY-WWI:)P&#G>-
BPO61S,RDS'8:4MZK>X& M32D!<\$+YNC9:)4O@R P9!_BYU*|VTN@-AV_!)6@FC=:A_-
EKM.P<,HR_%K%2 MU1S((T*;\$E;=KA.*MTYL:=PH;A|7*>OBZ05H.BLC)"!SMRAR?
T.)ROY1\$A_I M7MSH|59OF=GW:!.|I.R?
NNQK|1T)/I;B#%N#Y>C@>61N08'W61ZS^4I0\$G4
M"E\$A_"D3F5M|HJQ697V6#.>Q9WV^ ^E1N*:B8?9%5OZU4KG|/%6=WK NT-.&.3
M,E3SG&9|&1J0#.VJ40+8ZB\$;|H|C+V#0GG|C(:1G*^F')T06+YKJ|8<-2@%W
M7QDVT+=97|ZWJN!R%PM,"-WXXKXOKM5;B+R!A:~!GNO>RGE59BB'ED|64O|NH(
M=R|G+DAOL,C4%9|NF|A?MX:0.=)-P*%"8BEIS^&AX.HX=E0D2IV&-NY@V_-9
MIO,^GZ0:"PGI8@| M|?+7:&*> /?1IR=..?|?&
<+4&&JB!):18M5WPR!4O)V'DUUX!72EZ')&_Y M?*Q!DG<.6X:|S_DD!;|=IU|+D7Y-
I1T#?\$F,2R_(W2HH.OWQ&%X%'RP_C_ZZ M9S@7A:R|-1!3FN
SK%3#+L5X!ENHH3Q(."%_OE)TH
>8^KYP".%X|"/371_|D3|H81X2O,MOE%>VYV8YX|BEDOUL\$_QUV7@ MB-?%7Z6#?
RIB6'--V%8,"8W_V#K4*+W|?>3,"LKP+;)E)?RWA/^N97Z,W209
M=H>485N"J=BTZ+'4)*E)^_ \$G5SN4&ZM2KTVJI#6?1ND<=G+?TD+IJ1G|V.52 M+=-
C=K=.;G)O|-DK=;ODPQ(IQYXW M"><:M"V'8396PC!_H.:!SR?V1XDNJ<3PT6GW5?;
!::D@K|Q26V^N7W1W0%,3 M*6TU/YN9J4'R2#E7KH*=M;\$7\$K;O)&NIQE|K.94=7-
QT6X.MC|)WLFZ ML:#8"28VU4CF@; /@'?9N/O/(2ZS|7WWI=;-S0+:4'O=8-Z!_'TK,J
M=6'EZ2%^*CH!E T4@NQM%O,R3.Y5:
MQ!=0.YVVVBY!,3K/N"SY*KC>8"B6_9PO+X2'1WYZ0KE<*W1\$6|VNC,X>;*LY
M#6UWO+S1_1EC.3NSK/<&?G|R9;1"6;S>-BYM!:|B(C)1CVFU*|=TJ6+LS
M|>U.Y;+_*_D=2M-%%=M-%'|1B S-
L%\$2=EMR@J|@>SVZ#"BTPABC28(|WGN7)=9#N3J*O< >SLM+<.Y M)'DLMU%
(T6"TM&54I3/= TCQ/6R^44WQ17:(3D/H(9H@OFN6V(1V&\$:*51^ M'OZJ|^C&20042 CIX
Z*+P:2A8XE\$.S!:-H3X8+WF!%;JM",<_S@@5EQ MX\$2P/MAL%#';8V%(4O=!"-

V*10+A5S K3\$81I\$COR4>OZ:10+=,#3'0LO9BFU=X"M MCA]-
/Z=F.1XU/QG/THV*30F_.?W+XX=3=ZU6/UN%\5"K'GB MO?Q'<'9_*68H\N^'@/:P7?
Y3NZ7IDMNS)C^*SAN@955*6IX6G8P*WTG!/PN7
M7^/J^DX;%-7NGW\$8.>,Y_ |H/O|B+WEWC1;N>|L%&@?Q+;3\,EYN|_7UAH :M
M'HW"XX1A_K6_7;_Q=_%1"*<':YMC*.*W&(C <17/>R'M)#L>.,@N9RG=:M)
MOK\WP4O3L@4SX>'M(I;XV.=4+V)\$|H++V|Z_!=/L7UX'PPYJ%HL S7S/5MY M<:
()S9'YH/2P)_#YDGO&?I"/_5\$P:%S)C>V,5D2?@%#RRSBQ\!/D3/%^48*
M#7/F8/U'%\$ "N!D/3V22C<9_*&=%D^C/81_+9Q(IC)P@CL GSY(M\$*\$""3"6\$ MU1Q+-
/\$'R_7#W(VN"?>-T'# #G3Y 2TE8JS"9|DY&IU059PQ?#M7%31(U'CH M!
(HEM'IF8W(1/2S72;A-Q4/0\$8,AX<>CV.I(F06.A=>/(A.:8G-"%VJ(1%*(MK*' /E0^?
K_|=B+"VFFTL)96|BY)+!>JB>G!(N,L7)M;K; *U!@T;6"58LX2, M@10%Y@_ |V?P?-
RRR+Q5B%I.;!U> '%@\$S50;BA+!49!8SMBX&J1VE0T\$SJ7 M|AH?Y8"C|<"
(S.*1ZU@9J1!)*PKW?|P*\$=?H#E; "=CZ OMZ/2=_^ X9M6074. M#(+%
|2U'@W+|0M4MFX3T;|NTS3H5A12|E%/1CMOK- VP@H-HX;B/V8,!-L/ MGD\$/^3?
9QA+J*OI*)&LJ83R;P6XM+=?D9QRH6/ZZYYS(A/>:-N&?R,?"Z?S(M+(;:
<47KJXK>UH9JF85Z8-Q0|+1+|P|TF2|U8;=MG)K12J_S(-(*R\$B@M.
M6Y0*\$#>%_2_.'%LMT7?|)%+L%E%?Q&_R45CS"VT"3"|NJ@(!5.ZE2%|@YC6FT= M;Z\$-^
A(<1EZ!UJW_8MBCB.T)OA_A(8B)8"U@F=4'_#OF_13|SH*.C|-RD MIWJ|JJ<+AX-
@:=&D.Z#?!3BMK^ !@<'FZH46VAG:0|VT^_V!8>L=:SP<:AW#
M;H^LD;:8WV@_0.|NI9U4D0%|.BR5ZJ0;U|\$+G;%VI6B*|N=|/3U?E4|_@W?
EH: ^,%,+ \$Y5|'SZZ|(WZ1<,FHMP09F.J,|I490); M??|PF =?@%M#[EDT"?
SXB2N>C5M'SXHQ^++2?<"^,X)T..S_ ">/3N%A54)'#C<=
<;N\$D&Z=G;+.8*FQU'U+3F!P66? M!0>2E|ZQ.#JY?R=|Y@H|L>M1P,P?
UV0&WYGNBS\$D/;.*7UPE0B/P+O;|LH?C M|=YZR#43?&J?4WJ_HPTD3^|XL|F8MBB3
(WDG|:O"|L/%)4F0((#D>)@J; M-V73N,+*Z97B>##
H>D@)_>>H^V5VZX=A'T9C2S1<1DW;7F:FSO1>X&!, '? GPJ&;FG,^HHQ;
MD8_NDM|EO4>?)LR1\$F-7T8P&M,6&#P|@|B'9;3Y+9N8.SZW-W|>|;_>5/K_
MYV<+.|6V<|/'#0&GI \$|#0/*(>OW/.^_7G1ZUZ2_G=|S#0T#G*HES@#;5A
MF&S^;SW3G8<_V8|/J4|)%XV|:8#@.PMC-Z)+|L%>T5""RJ6-YY5!*214ZGWE
M0DO|A4,L8LAY.SLR(%W6>C4756;GL,/=KF%N/-XV/I_8S,+7;G;%84>(&1
M^ ^P'4T5K7_|OAF|X93@)>OL|OX8^.;_3H7HA_UDL2. Z/STQ#.NDX|07/GC+ M-
'V0V/2JXE')UR|L|1L_#DOH"WBRSA,O@-5\$26|OU-T2'F(3)BE.0A+@ =# M7Q@_"?
P<>_RH '?/!7<J.&E*HKJV;|6)LT|)%3L\$, ME9?AL20U@V\$4@_*|4?XI."ZP_P|Q-
/8":_ ^UZ_L4""|ZY_WQC|SW|C.C%D\$O M"*P;..\$|'B"+/1%(B*BA#|A|SSTAN?F'A|=L_;;^
SU"+=|/HVEL6DK#@+;??W\$4+HIXB4@5^#@1*(#L|#_)X|UP>>1
M#T^*,=H8!^G=XJHL')_FF&6%:^(6T&50R&#.A%VRV%C,4XSQ^/OP_P(YT#
M|1!."Y6%"UX^ ^PX/!(&QL?UXA*\$7EO;EQ@&;S M|='6A#QB8E'J8H_ G,BSIU0UM!!BV&
X05Y#?2SC2Q)FC:\$'Y8_E4T6' M924WTA&>+|^=J|\$VV?5G5
EHB8C6I5#7WSY^\$/TZE1P|_/Z D;5G5)\X'DZ
M)&P1X@JIM.%.CE/\$^4FA%=QCAI>VE+^#^RAB8V9J6U!U+&>&8K)H3;@T+7WM MX-
H+WT-3?*"6OGQO7?QNZFY9,F2P,OB|R18S|LM"QG|L=S<1-R7&H\$ZNOS*
MDB^Y.B|^&|&JQ);'02C4|O<^ ^A8P|,LWP-SE;T_5>09;*E9:'OD%V_!"\$X6_
MA@ZL9K#XPE3@+"+"LAPPASPV"=N3W|M7&%2\$J-38F2>8\$D#&6#|<'8<1QB7 M
4\$BU"144#HR#LC08G?QC9L9254)L<05GLIW/&2QV-P7=H&TSW?%,?)X|)%C@
M?..#3Q3#1#S1+BF7&T'BAJ8'P4N!*O W>AY,><(4;|_X4W1.X7 P9&L@_AX99 M9G)*2"?
DE8.56|K>;>J|%(X"C'+?9?|G)AMZ,R1^O?=[.3C9S)\O'C%UL!;G MX@:%0LB?
S|U/F|8QV^|W.ZV2(_JD4_7H0#X|I-J1_I-Z#++>&WF&/#%"|3_ M>":(GO@_+YT?
|8D^N/P|9/F.G">WG07XK_VXI MMOS.^5D)23=ALL"):257 :PH;1Q@TKUG)_|7.B.9|Z.
<7:2X>=:YE@J.*?K M4"(WWUJ+'90"SGF2359;4=ES(J1,HJ9N- FQQOS5\$C<|2;RDM=4
MW =6K+M_YY-O56(Z.%001;5R|8_.,#;!^!6PVKL^5 MTROG;=|^;SX(9
8!+J%B@PSZPT^|8-HFSBQ,4\$2SXN%+<74H|@|.SUA6+B\$YQ|H5Z=H
M: ^7T|)%H;/:OV+12_1';:(QVPT=+;/Y>_ (BX*(*4\$|+OJ=%%%|2P0HOW:0:
MS""BC%W_)5?;E;:>|L&|\$PC!'NO\$+2Q'B2<)|L|U.;,%? R'E_|GS|P5^<0B
MFNZCB70B^(9FWP9!<\$*L+Y"VL1ESN>RRDX<1T1Y1|_FI0&4"|X_-!A,3%VD
MQ(DQ/Z\$U73E|>|^V)|.'&H7A4%,<<_P+*^S&F&=&,3"82.6WCQ_X5HP^!>Q)
MU*KFMGUI#H:9YF|=?4_|_D=M)%Z4/\$V*QEM%WKA I.;,\$E_M|Y:
(OA.TT@Q5S<7/0T0R7VJN.S)"9/J|!"V M61(->A(UZU+!|SJ+/"\$_-:Q&V/\$1^2S4=-*|TQ
9,2!QD=EG@13PE|H5(C M1JEKYIPOOC#\$/BRR0N\$I#P0F0DG?

(++IX'Z/BP?/= @U5D7IBV@CJS^"%)@ \, MB)+U-*1>7+<+
/T@=, T5*RYN=I^1/0K@VS;:#'2EB2W\34X";I&,*IHMWRWE.Z9!?:.7)P%:X0E,?
3SS9A9%9JGR MOB1H^WJX.;T;IZ6[7CY=.3J&OFF)JH_4LR2,TZB R32J9.T-^A9*.K-1>8R
M: ^8]#-<^T^8\$?H5H^=[%IR;)Q+ %J6\AZ4*6#IQ5-#QD.8^)/!Q. 2YN;EVL ME7BBH+%
(9N5K%6U!LLOHE\$D>78XVR0\GB=FU=:: (3@QL.=4*<58/'G\T7 M,MB?/#,!M0.C9<\$**
(L,,:XJ*EKDB/S>"B899E_\$6Q\?/&VPDM:X#8K+HY*
MEN*:*70!"* @BZFY<2BBAF8N%B&\V/@5M1FY));>'D#3E<"_A#YJA S M!"'
/T83G.1DBU9N^ &@3/E3%;%&I!O\ZB4@
4Z; \RTQMU;\$8ST!Q"E8NL\K_59*L\XV))L4FZ%[Z'7GJ35
M?'OX*LC+@BO/B'\$,BSGL&.14V?[U"!R/B+S!ZE'/\$NA"E9EW!J2 M>G
J1B/HEH4= \3R&4RPQT4"W3*Q\W &.)T\$S7%CM14\$L8W6EC1//T1H"
M&KSL>L*"&#LN3\5ANNYO<"O,I 7 7.>>'N??@J@,*RW=KC%RL=-'C\IE@C!9
M\$EQ!E<."+JM+)7J%W_ ^77OM!U#LM7C"X_I_C\ARJD-22G">?&JXRYP#.GJ
MV\1(@Q=-I:"#.7FX90G\2A853&L8J7%_ MEKL@-,TX+WK@3_:\$!;SJ!VO0*L*+, '7^=
MO!X3S#\$%7U/#,,PFRR\?S\!\$SK=Z73\$V;_ I> ^E8Z2KU(A:A+(B?-RLE!G\# MN?
CF""Z\O_VZ?O?IC\] >B6M\ SHF 3Y,"[MHEAU1D[/>)"\6_9\$P)_L!6
ML\$H)\B+@NR7Y)\G\!SMB"1'?M\JBR!U/CAS;=MFU_/LX\4MY>_"J6\$NK&H"
M88[ECHZ2;8"H1(K@:B' MW^^2'C\\$(J"9&9Y4_YZLJWB\J14.%\$U0R&
/'ISIVLJCS3G;N5Z*C\]>*W_XN51 M!2A^L5C5_?=MZ*/3NCOBTFL;1 "08-R^6\B5!_P_
WUM6ECLYDM 'M#Y=DO MT^)^ (40@%U3>;BJ(SB&J33P\$7A!YLF!K \2B)"['VR%;F'
H+=H9M/M@1\X M3^))20J(XPPQ@C6A! 6BNMC*(5CM>'C2+
K\Y+L9P)EPW%%"M=9CC"@<"T M,Y/281=;E5Q"NS.Q\UA,CIEGP -+2-0)\\$12G%
I>M&4\$C5P&(OC;!&\I4DI5 M4>4(+XJS P093@\$#<7#H31)&8&. ?ZJ8LIH-
N<@*"J(\$NO7RXM-O=X\?;R^N MDNY1DCIMJF&N_)J4J
XS\1I:%T861@5WRK\R'WJ\G7P&Y4L"D:1&KKLJ\I9(B M75/&
(H'5#4LU+JH>J\J%;JHF_3U)Q=E*>M.=)X=5=OWFK;C\F^NY2"FOH7
MZOC;%2_JQYQC>\UCU,Q:CTS7S.4SYX\;41#:OY%7@H+KN<.35_+0I_P\LE"M3V@6;:8L(
MJ\$.BAWQLIN:@%C2; M\)"E7J"FHD.X:(\$B\LF\]J4,UU*P%9*- ?X+*35L.*<::AIZ?
GOP>&7M@E M/FO YS?_ \3K%_F):' ^ _?KXY3 ML5,K&_ \V\$ON)?DH90#@<.99KCT
M_&5T)=GRN3 U)7J5+;E/%*\$7\JY&<9"7RAL6JZ2"!R"@74NPWAY:LW2\C\^
MFLH*8794LJE##U+S=ZC,, "%E)-[S,M@4L'5QCV11:-,\$!)M^)\&(H ASP*P\$
M(IMC3W\!\$R_ \M_SKG,.8-&2SV\IA D-?TON_ \@: !OGBC;I-Q^3+2V9R4\ (ME4WM(U?
\$Q"GV&/? ,805\$U57?H7\BB70J9'&^F2+#H! UN" \3_0WS\1 A4I:
MC\KIH@@EVR^\$62KL7S))GR%3EH?OS"!H,M0:V@0Y1?1QZDU+69Q0^CJ=@AF:
MWBA*XNABI+. ^YG)% ,7,I<25%(VT8IG_Z2.Z9.)&7Q5%-(J?=_J6_!/\^E:SZ M(%A/
ML!#0IZPQ2G3R85)D\$4!8>(HPI9HSQTZ*:@-(I2BM-8*EZ?4BT=TPAT?_Y\'_*A_O?
O\U_1=H Y?ZS M^HRQP1Pj:((*)QC0\$&". \4KA8G\#FJ,\$J\#+@299Q\
MB%2)>S_SV83MHG#+*O:O:DF-\0*F1X*NA?>PR"%MS/^>9*7;I\$5.QXFA_2-
M7#5J"J8HI-AU3W1#&^MOO '=?A) K<41MC/%O0UV\^P=A9%G,WDNWGFHUG
M2\DOBYEDD96FA\$Z2R D&1"@RDJ\OPD.^W/UV_ \W%RW_P?6DRTE+/G'SGT G&
MPQ6>D4)32YB8,. "T">;G.\$M%"Z)T9>G9:>YE:\$V8'6/"32%4+%SU/*FKB\IV&
MRV%*H;CDS0'+WCU.83M+VS!+*)YXM7W6DJF)\0(0%)M2/C\$3>1P0*PP6(<*<
MN/+QE&49H+EW)F4>(%HA: #;5;WE1E>'F(I4%KM-E@/)/ S9V":M0(!=:C"%\$
MW%2R,T'>N?U\ "ZN#\T8\73(-"T;G>.(YY> TY). UHRRDGX-1TPSYQ1LGJ
MS4%EV\]>PR31J%\\$=M'D.7U@P:2:'?\$R\$C>8\6C-^IUPZ5TL 41B"7(RJXJHL
M; "%WWQE+"LV*)_Y(S9F+ ,\60HJE\!S'? L:?.F+1"Y*NY8)GRP!4A1S*Q9_Q
M>;?)*B9.@F\# ,C&\$V0*,7@I%C^+@ (=H!\D85V>63#A-424;)#+_#P!\@\$&
M;45N%BY.%,7#%V6_X_!DT/QA+J\F?Q%ZE^E0%"&Z"A,%@7B\!I M*83I O.9N2H_)<58-
I>N+ \H1%L;G-(IPU!\<_N9TM5I(X\$Q3%F'9FE(9%H^J M<::@.B\F5.\(J'QXU1&&3@HY80)
IE5JA&!\H;^3 PV^ \8R5T^IR@X=E1/EVS^O#EM&(.0'_E89047\ \$+7.=?
LEH\GG44^#^0@08&5Z0W"80CZ@S'ZRQK)R4B.F,8"\$1E-)%*B&'A
M.J6G\$&XQ"H4\$VMBK8I4XK>E,%_W65,I+,YZ7/4LY;WM=|)=)#_ \1A3\W%N#_%
(ZG264\7D&*BYN1"NVIVK*D^A?&H^NJS4\A\4N,<2("-(I2Q?A9'.04.6@XTEA.*
P8)H?)+34S&F(B=@GQ.0!Z!0Q13@9."&
MV<6R\>+Y"^H36#\G9/PW.3G\G\!P<& "%M3DD MD@P9,X_=BL=C@JZ
DH9\ _T>R!%E^8!/L^_)S\$?A%0'KD?G\ P@Y\IL?#Z_J?+ M.-A,KL*1HLA1Q;
(HRI.;7Z)PH<"_R\)_YI^U8LDM%3Q+Y/Y3+ \O<">8(
MJEXLO,K7T?(G)8>8N<;0BXLAZYPQ)\.21.Q?G\<_K0RI8GA\1J\$4D MQQ4J*W,I&K,

46.%@(\$BN5SMX%T"%I#PW003<*RT_GN"->'Q^\$PC%O,AD*4
M"%8J.QDO*,IYC^3^ZBWE*8/X2F-4R7TO|\$+EAKC;.72#Q 525VTBIBNB X
M,G;W9KX\6XRZ+@1T>?4<94N.\$>59IH?W'!\$8.S8C!J613P9-8!6,YDG9,RZK
MKODB=6/?Y%F0&%9F*C>AB5HZL13:9GV/OHP0H\$)KC>XZ|\$U\$IDI*; 912 M\$KO-
IEY&.)5S07*XFEC/K.24+?3% \L9:-#9+;T0\$I@L,FC.3.!=B@=C)
M)-.!"H.HE%V_6N5WWR;XI>C94B!WKN9+WFA;PYZ(&B&42JH;A7A?'"%IW&L\D
MDI/>S2"5 M!5GQ0.E0+8\1CHX9!,'^\$%%9052:G["6085M8-5R.>>Y#=-8\$\$(=)T!1,@>L
M7 @7>%/A37!L&:EB"8Q MD!G:S,*AX7C.T'+,Z38Y M>FSD1TF53*C8O/J 5JCS"
I5R3P%_@MJ)L>1!DE#-"J6>;EX79FX;(@A-#PF
M#*%O|A?/H_N;M7;K|^5.Z^_NW3P^/OG[X^*K|L)9ZXY?
^=XU!FZZ;UXEI|Z|*S>/R..I66Z0J*IG_SG3 A.;2X(40#_LY,W
MBY|;+-.OR|_K|5:WUROH=W2:GYO=+NU|HAJE*:U.NWRGV2C9*-.K%&=E8_Z
ME;29:S08#31!_W5A7"QL6M^U%0V,SJ^ONDSK+EVGSW[BE>^7%M%%0\1MT-O|
M6F3I_CL&-I9H\$QMB)S7/D;W'4<#=:N48'-3|!*^BMR&-|.N?VUK2OP|7"VO
MC5;)"H?;=.Y\$7&I7"TL0SO ;Z\$5VF5B|L;5PG4(I'0J.U_OC4I@/L'?=0\$ _6 M=_=,QNLS
E/_#5\$AY*AM/FJ_H.?!2*&\$NSQ#0:34&L|S&S6IFU(W&ZB;.:1:9 M9.\$3#18DXG+X@^=)'-
MI(')=U.R|Z^|93+;:RC\$,Y7|L M#MZ..I_O,-'*K7AFIT>VIWT"NRQ.|V#/'G6F-1;M^,|
MLGWZ\$4|.O.WT^G)RFCDY|98NIZ:94V. 3|26D|/,R='5=N^5,6,Y.?LW;J|
M_|ZYPWJ\$,=9/1&8N(ZNU!JUKJ'U#;G";.CL|=6C4|8/D|+Q5=*@E3R0;:C6=
M(2B.C'HW=':Z';5KU V+R-EY,|-6-R@BHZH;UVU0R<:;6?GJJ.<:?.#Y-U0|'0W!Q-MH|2>R|
(P0TQ'M'MF5R-0'R=0;W?0&C8/O|21C>JW^L/5C7H#\,CAD6*JWJ)Q MJE-G*Y\$V=P%-
*P'JWJT!K-U\$%A;:|?FP;%4.U>&O.JT3Z_+JRM>8IA')4U/W MR"):%'
Z|U8.M)|_W'LFH>Z',7M1|&OUS\$P)Y'P_*W^9-C>:+-S(AQBG%3 M&;N^2;QU
6PB5<0('2-&Z/.FF*LR-RJKYQL>).>S"9\$J*1P;,"F:T|YV*I0|2Q-
4&;I&PTLY"N";+QUH|M*C:ZO7;|_|0|!+*D) M34.C.W>8: ^/I"-E;://UP/-B(J.Z;\<6&M|
<_)ULKY7C8GCK0/P61#E&&5&. M|+_6|@\$/4Y#5!*L@A6.M<.BUVCD_ZB5CV5T_EX7C?
+U)K7|)VZFX MDU(X-E@XY%|C=(H2VN&IE|X:Z)|NFWN|>/M|JN_:RM?:O&#>F:=-
E76RV M0FC=^F&HYE2J2UD|+EDSS@70M#E;:!(|%BLO\$AV@"G7R:.*%%@>M;D&'<
G7WO M +83BN8I7;?5_WG((NC&JQ>J_U31J|)5#B8<<="C#S;X|06'3W'6'?>3A*;
M)_|J_LZ8R\$'ZZSCD*X/C8C\HXTK|F1<|54H=#*%00I'I7 8KRV6/7KA.(>X M8C%;C,Z?
H'3!D|'NPY'=,EAQ+^?B77QOF>V;Z|P\$N M;() "2>%8-U|JSMGFAIQ?;JZ?
% '3G+6XT,2/!%|L\$SK"R/E"PX|R67DO="?"I MTDKAJ!"0>N5(*
'+QSGY|)B3(.#D!!B0V)PE3">8:\$H7O+EMWM^A6G|*W9X
MY\$%ZM36|VL'9YBU*X5CKU?9:QID*QQE|M5D=?AB/_LFL"\$/+HSB\$^|_0L>;6 MRY1G'^.
|HFL)D<|7A^G*5% I&|7'WV@9WY50Q(IYP&7=;% M9NN%-
JB|0#2'P%B*VI&)VBN9('2<%^)^UV\$0|PV48NM*<\$K#8'A4L|)%P"J MW3;AXJ;:R:P<.V
2.'*!|.U8I>0M|U0,1'L)|*(7NC%K%CV_#)QK F=C>8/3!VO#/\$10^;7YUN&
MC0H5G#TJMS:5;>Q&SLRE|5I^ ^Q/S6\$##.YK3'Y4|4P^B*_ -G|+MZ=?TUTK_?I'XUTH_-
!BD_W8*!|JSE\$"_0,P#;+2MC_-FH?*MV\$;:0>;S3P+ MY0;!L
C.'FOKGOU|Q=RVE(<8Y4V|9@**P:>:,43CMJD,1=R+W+D";W.FB:#\$
M6*%0/ITD6V\$>0)W<.L@MZ8O|!X!TT=&^0XCXP%F#V9W-7.@8+*CBFMPC
M,&+#+\$2/\$=O?(LE;N"W%B0@S9@>8WD24+T=7(B"TE%IR6<"-0&'L-"XZ\0
M>P*MLUE%LKPI828D6H,#/PT.S!;%\$ _7&?,4K*! F%|K0RC\$;
MAX**\$CBF"WI#VHHWBN<)88='3F#-%H+@P?M!)<
M0G@\$O!U6/'@+61_1'083%MJ0M10BI2YQ*(N-(!_L9=&;A4%V7;THVXM
DF&7/1U\|737V;.(L|0^:SZ;BT4F7)
MXF%")#)1OT92T+^2>#.N\$@*&P*TMHA.*V&S*.H@CNT:|V
M|F*27|X(XE|8A8@8P_W?U+QA2^?H04*(_ZK-/62Q|X ?C?%MF@"+|FK5G M#=V4&
|N::6)S E|?GE8B'T0E&5=G;+.0H|WS3REN6B#@.Q&/5'RQ4Z>7^
MG01):V9@M: ^)S^S:'\$-CWYGNBS|D;2B5)U=RO.O| "IVO:*X_->>LC#;S:# MW1|M%N|P
0FXKOW9;\$Q;E E800^Z^),SM(>Z:??|_V6.|9X.-0ZAMT>62-# MM|?
Z0/M' ^+FD>||QDCW%O&S#_.F;|H;Q:V1/E"V1?1WN%N!LQ\$+OFH>7VH MYH++
|_|T0^T@-D>:L1<_T6Y+ 8|BALL,|D1+G&P..#"ASO"98HS6\$B1!1#< MH!/D.60W>KLA
ANVVL:@:>QDT*C.ZI=OFS1S>GQDY!M^|GE,XQ'L)%-^ASLG MH?
()IP(|33DZ\$YXM25"V@X&K14YV9*D8Y;W'Q^0WT'R;FU7#|>|:V.Y2H| MME
&OV%@C2P1_,L9P;|N)'IPO;O&.)M IXDJT3Y(XX&>/XX_H?4,=MG4) MMMF8&3EI:3-
4HWF:)N'&+OL-%HSS,^09W9>'G:1;+_|&NB:_OYH,OE/ M?'HN-
55K#ZX.DO=W,H4T57N+2/\$VW5^LZ_AFV|T374|W|RS-6TKOV|C:\$.3

M/3XINT4G8U,GX3V4JUQAXD?LR?%3%;@ ME+N.7|N!.-3>T0&%7;=NJ'V>X= :I1AGO.3-
UT=#G6UKOU(WDYKI2X?XL6C MI%D<6!/:A#RS@\$|G.%1|@T.@(V
SP;3,S#47OL0^"UGXK=AU*>TS@83HCXA@/I.R!D(F*CY>3(=3|ET_3".FI?0&L/I"?
0S*EYW6F|I 5>\$|:% M\$#=5 @9L9CKGYA93Q7Z6UW.+5?.Y8LTT)V448XY2'E<>'(B4.)
M4)Y(6L|BDT5.RJLHU7/3A!&BNLP;PF52^.)/:Y?6?84;7N(8#B99;(^4G; MH*-
V>P>*S9W6JET^O@_A&<=A,|?>(Q!ED6U.CI&=2U C(\$M/'8WN=Y(L_U
M#*BK#@8R'Z2ZN5/'MEUV5,9YJ^D1_3V (W PX(E/! =XA#@3>@7.Q(FOB9WA
M@3(EI+NR-J-YK#L+=1(J.CR<.K315\$-F|3QE=|!1>WU9 MKMR8JY|?-
5YU6AZE#\$S)S7WF M;W;|:N^U_J8,3#5D%L|3=K?Q7F5@:JM*7"
(_QL!4\$9*U0,Q83I^XC=N|A&*DP0^E\$G|AT'R|_L^0P"0_0
MT(DY)%'\$KT3=5T(*Y^C6F92)%_Y1!9|HMK?MD!:'3UZK2K-32Z M.7J?G39Z+9\$N-
3D_QEJOU>G@Z-UY@J6ZVJ?DZZ'ILM^18,VY|8.6? <+_D5
MGY&P85<|K)H<|UQD0&^<#Q'G@O,S5&SDW P\$GS7Q<'/'X^42Q=VS'_ NOJ*0
M=/8A(QL2R2K|_W)|LM|80%RKGL64|R VWM/1,ALK,##*\$9'WJ>T|D\$|A M+/
M%H+%,|.,@W^E;^|F!ERD3\$T2,/3/7GX&%)SP!^S67,="7099'(2Q"1='
MOJ"Z=Q!YZ2D&@43*^#!D^/^<_)WN#/RQPRF'B2T>_HNO73SR:"GWFS3&5"P7
MWN&,!A\$I X MH1(3O|WE>R E41PO!9G/^: ^+>1VC.;+:4X|_|JQ: I-'8%=A!%^'9,72FX,G
MV\$ _FP|0A|WAEH_-&+O,BNAET<0)|&N4DF3FJ,7\$FSI/9JHP2=|!S"&L@ MC"R10H,
<|)HO#V"3E,|P#-TO%1D3 M6%+YPMI9?GD\$OYPD/G/DPSOS+|1%
M*|@)' +J7_9R!Y'%R+E(O;_H#F'P0K 8?-L_CWU86Q:8*^X?CXQCP4D^6/S
MV0_0/U6%^9F:<^;|V'(-TG(W&*H::XJ|A+8=7|_@C_Q?8*',> %*Y\$3'AN/V ML'KQ/
:ITW|UVC 7,=^HJDG=PH"ZPNW!2%|Y6)_P*Z">.6B2K?_ \$%+X:5*MB5\$J07W M8^H-'R>
O.EV.8;_W@>2XOYPH1 K|^|DR/;&3^QZ!_+QX|H<0V/?F>X+#"@&50*: M"FJ:|!#%OE?
V<#S>6P^YO0 A|_2W'=D.?E6^,|F8|JB3,|I_: ^+|SE#>ZB; M=K|_&R|8XV'0ZUCV.V1-
3)T>ZP/M'_T+VX>T0BCSGV_% *L*O.F;|J/S(IV M=FM%.|EU?
>0'_Z^|+V|N6TGR_"H5GO|N#|)FWGY&.% ^7PM+|A&AB^|/W.CD|:/K)H84J^ MNF
E<7031F_RQ2|F>_Z=PJ|ZNX;'SU!FC"\$ (2SST%7 GVE5TYC39%|3\$Z.C#
M)'_SBX*@P*5H5>(4 |T+8V\$(5SQ>5|'5/HWK06.-W:8ESSQ|^IEIC5SW9R=/1\$UEJJ:
M|FI+|%5KAL8LPZHOW&^N|/0NN<-IZ|UFTA1K\$U-|!\$H;"@O6T%1VU|\$_M_F'|*5_F-
_&Y_0.A&J_8T QMW1944W)6C5D|1@*1BETESM7YB8GE%>J|_Z|MT+!TA'R^TGNUR9>
|4FJCTXFJ8%:QM,R4^%W90V4/5|5|I#36/\$NKK&\$9&6KH MY3H-
<@B6|A.0|3C:FLMZAUO^7U-J|>;6FOECIWJ2,0|_:C3UO=T1\$+QYFWE
M;_VF5J|P4M&!,ZC3TCO5Y,VQY<-JVU|_K1)%5U"RFRVMMJ|VXHH;QYJ7-GL M*-
:UQGUCF8IQ2DK=TQ|U6.H5JK+2RTF_M W7 M4C=7W:A35EI9Z5((PR%8Z=<1_?
9_WGD^(-?%HN'!UJO+L|?KR|9_=7#CZ^/ M#^S|?-
M^=W5_G@#OU8.."1,)'P,"HF" L4QU&@,Z88G7|,AEWE\$^#;UDWA9
MV*/_|WVNM=/1&^W:&L=: 7:ULY%MK9U+K)56_7E:E"E&M3K1Z7?XR6A(O*';MFR|
(:M5K99/<8JG6_M|C@^@XH\$X'|:TV/K*!CYF!-;6F MM5GY53F72\$?
+48B^6ITU#P,JCI:1HZ9I:BWC\$-/1|O2CJ49YIJ'J=7J?O/5 M_=4OQXLIEL@6^?M,-<|=
|MJ2*79N"VE5L;3\$+.W4UES"*G:6D9TE
MU="CSU=0@S^5KMAVNL)4Z8I#XJA*5QP:1TW3T%HKH_8HEI:8I2I=L<|(P^G;
MP1,VA69I(#N#NLP>#B/N>*_YXC+QY|.52IC6P5D6GO=W;|HVS'%T#G|MUJS
MOF9ABF)H&1G:TJM-;&T%\$/+R-"V9K1+ES|^EE1&'EPIV1!LB#2&@A=?|:C/
MFONT%5O>5)_U&_6,4^S9-7M.&EK#;_W8&168?3/&M-;Y:CU_=LGK,4.@@.> M-
^:XC!=_G>)B/X"?|!#CF22S!A#VIQ>%@PP%* RV?C)AR1A+P?7MB#3EM@2-
MCF;45|W5;Y\$|>UJ,*:502O'JEF2|OF:/ J442BD.4BEH#|!:_Y29T@JE%8>I
M%8:A66:%M**T|+ #TQ#,O@=P
M1)2@L0H+|J@13M6@EAV4PH)56+"EQ8(ENRTF|^4OW0@%LFC4%:CG>#L'HR@%
M|:D@8Y5TE8Y|QP(<_W_V,X'ZVF+%FB6.TZW;ZT,Q9^?6#::S8\$*\$DE?C5<|:7W
M|+FFRT7#YI+19WQ,^MF+-F|;=6/.HM&+|FV|92K4_|RQU@7
MTU2M@5>@|_>DSR.UX%U/1)N66O"6ECGFN@AWBCGOD"l:N=^_8LZ|,<=<&0VF
M7\$O>DCC<^75*VVQPO<&>CSH4==R'HM9ICKU%^11T)U1IQ3%KQ5IMMY52**4X
M9*58KZ&WT@JE%8>L%>NU"M^S5I3V5/D;)|#IM)|X/6UWPV>NL63^(BI|I7(%
M9M=OPJ,S.W#9;Y)EK">/#R9TH!)_BKU?;"_.\$G(2,@F3M+ R^!F\$3"+)TF3
MN.J3ZAIBB@VYDWC/W!_H+\$'_C\$=*Q|&'G !2,C<*"X)6?.\$PC1B+A_Z(=4J
ML;#"N(!_!U(7SX\$"0G_H+7%H@R#*.D|^ (3,CMA|@ ^\$="H\$|_)#*5JFE"
MCH<&GFV'1V2H*8UZI9FU!KBBCF'M?0RGNZG)RZ/6' UW7Z^1%-Y54U8-G+! MF!
<>|:5@"N1#;CB981A|'"%W%G'?1BF56 +"YA7ODK;+&-|B=|%2I% M,^SU=C9#

(9(N=T*!5W@&#HA'>!6,R2I-6!@8S=Y?/_R'UW\$[ENVV6NV::J6= M7J=CUFVNT76Z-S=
\$O!.\$!;2G#VDK (WIPI?54(- M:ME!*?P-A;J16OR-J23J!\$P*P \$!;^AI*NDY#MN>
(UL=:E0-=3(%*K&^Z;J M8\$8QI/K,GA?8@0,S87PZ/Z6P-
H|PC+#5T6J&PMHH#T,.6MA:6L=8LX.C\$C8E M;*MV=F@TE64K#T,.6MCJ6F/=5J;JE-
\$*A/YF!_83ITWTF|S>#W>BORVUJRM M6H"ECDN|W-
:6GWETJ|>*,>J5IM74VDVE.F7E3EUK|0LRZ,@R2E0=UZ5Z+R MY+KWS=-WQ:|\$P\$N)
|++!< E%UM0:#87H4%;N&)I96 -4D^+,.SO-(EM;>%ZZA MXLZ;NM/1&NNV25-
KX550)Z.PO^/8"P/:5ZOA-015:|97S4:KD/Z|4A5UQ9J2
MLL;2.BMCD2GFO!MSC)6/XZN5\,IT000B|B1A%/^O_VA;9NNS6@.OX8 MM<0J
M*6O6A?10G-E|\$87*&I64-69S3UIS5,O>T7CA3LZB#!@0>+#848
M7U+.F)WJUJ@?..FL:>|H85*QYBS6UYJHHZ>5;-);\$Z|Z&|:R1|JU28+@!'F'Y
M9+9A:K76FKLE^|><5!R=LSQK:LWVFGW6%\$?+R-%.!\$%\$4UTGYF2@|(D)Y8&1F2&
MGMNA0066B8?%S(;6:-<5,P^%F5:CI9AY&,PTL7NU52)N'E7|P|W\$.;NM!|/' MNTMX8FK-
AKF|**OMVW=B#-716I_5|GHYV0.A=GL5%Z_8P_M1-7|J>K|G>HMK=%Z^F7BB
M6RXF'J?HM@VM8:Z* U>5A%NIY>WJE^/%V!_R5Q;O;SNWML+N|G0SST-6WQ5G
M7V|J;6RA6.6UZ>|IBZ)\$|_!%=Z-4DA+?TO#Q2,6W4UL3/E>);FEX>*2B6U;+
MNTJC|SUTWE|4Y|W0|N@|G5&|SML>5;8M|H|SN|=XR#9|P,L=/40Y8&J0Q-6X?
M#+PDKT_4L|H|NU%H9NR.|O)LP+XY3>|9GV.<|HG>XO,>C'"N|YZ^A'|69-O"B
MUXMH0(|O MZHW6|S3.IMZL_2|'O|S8|45#&RD.PVKJ|?Q!M<;O*Q-4+Z|0KZC8
M6M.4RE33FNUV_L@WI#. O?K5"S&/Z-50.Q<|:P@5QCP:3%8ESCF2:RS>U0X MO%J4-
S'TC);Q^9|J-FK9G1TE(_88_0=L!ZT5X:|9YF>:"7J|1."A>@%|,1 & M#:QEFM
T)PDOZ7T:(C&N\$0.M*.-|7AV|E)YQE1N8O2#VT.N 5B0O(9G!,(+ MXC-V8|H|BU0N
Z\$E63ZQ3YMA#)!|H|KT@GKPFE|= %8/8+-+(#|JTF58D0PC=0 M2?*\$8R|_JRT?
2<#):ZODKG7'FU>&J+,R"MN*RC,|!Q-D)|"F7J0(%/74KY\$ M5%G96'(&.5J&B)SY_GVP5M
N)AHF K7V+|MIU(6|BAS..!|*46&D90V\$.,I MBPOJ%*81N|")@"?
L1C("QXR!/^"ZBZ>|K2|_ (F%VT!L473QJ;OAP|%OD., M9448*R*UF%
|MP!H'+\$ \$V"OZ+.RF|-^SUX+41QG5VPH8|0N\$'GY5X|&)|? IN M23#|J0!^8D^./HNV+_
5'X\$^E^|A7< "G-|4<0S?L)>'83/\$/H/"#&+TD% MF+)|8\$V7+9+\$:AJG|JC#F9|D?G|,3:5Y
PZ6:/LMGB17O66,XLO8F&HN?/|H_X_M;M(_ZW3T1KOV^X=|TR^6/QJZC#|3|/?
UQMZK5Z;^Y.AFRM^7X,%Q2IW+|J4
M:>JMVJHO5X,JU:"KS|JC7W;5^MEE|RL,W/9G\$0CA@X|*E5=Y|6,LQXI=/LF
M(JTKC+26V/8|:(H|0.2YD|H|O(%&%1/FR!0TEIZQ(|\$X\$|,O4%BS?U_ZPR3>Q
MSME4.P^//\$JZ=B1=AU7UM/AX0QZ.8W2>CJ-SD3HY|2\$|YR)_|_ (G26%1,+9
MSDXA+G'_YH*L1E;)|D1W6Z:/Y.|,3ZOE\$JV54Q|/U-&Z9T^WJ_NK=?U3GX6_# M
81)%'H^|S|%,|'NXSB,N..)|L\$R?UV9852AF4 M,ARE,K0URUAUDW7/.K\$(E|Y#CQ?
KP@90|?_|W656%|A^3N>'"|DZPG>Y3?3 MD_?X966&QE|ZGM.?#RV#HT!XF"AUDC1"
!TZIXS#PH/+|/>"40#NP_X_'KQRO
ME_.K(9V'84QG|_H|+7WS.5152%EQ;NDO!CC6^PN2\$>:++YEYO#&GGC8-B=I M4?
QOAI&|2?^,S&0IM M<;D31K1C>@9*SR.|"L9DEV8L#&2U|H(V1&"(O+U-/L>L,%^H|TM
MB7N%V7IMRIY(OY+Z28YT0*|!| (6P_-ME_|\$7|1=(S%H8&K@XB?XZB=A|JPX ML|J&,Z-
ED9@9L;HGL82FY^E&|7_NJ.UYS=K0CWWKQ->EM^V|:&4XCD?<>Z
MYO;|N+F_"N|^Y|>?X|_U68U|O_O|C|C|BYW?7K*+|N;1|C@_NKA^X_|MBZN',@)-
O*J#_ ^02@R,!<;?CO@";0Q% B1Q&H<.Y2U(6|GHC|%(,05(4OM U|B|RHFXZR6L9SN>
|R\$"B\$#.FGDZ7)H&(&H|0IY,H.4) M_|0I3|JZLM!^N%+|HXA%Q9U
I:O<*HNMGWYB(@/|9'0&ALAM7P?_Y6@1=R.
M\$'UNXD0>:/(E3VS/SXS%2_H"Z&CR)76C67B+<*K-NEXOOMA&MMI=%*
1HTB.9.V/VSMV#1^1 MX== "OD;2>"V&*4@>@>O"B%_ ^|TE!7G+|21|J\$V|Y92?
L@T8"9C2@52R53\$GT49"V.(\$O2 I/9|((M &HX*\$*XB
MJ&J8IFYE3"^E6BVT|_CF2M0B614QHF|:A^!|^QO=I!B_&DU"R+@^""#*(
MW00@;.#RN|0+I&#?9:3"3C|+982A-UN(:B:>H;-;6Q(9N_%W05<+B /7W!|X7 /!94"?+1,
M6=2C@1"#VO#Q_|XPFABIDQ?2S=S863?H?W_WJX*EBG M>#3HAGYF*[X]7'|_
:58('%=D+B<.(1OX3F#70DXN49AWG':(-2%A|H E M+@<+AYO|&%|(P_6T?+E(3)
V3!.PB<*HHYDC)B+::H @SRD8-#0|?F9C@6L(
M5&P74?.F96;Z'<7|E@ "&%/(7PBEE81Y59!)ER)%|R8<9XVTQ_5<|&|9>(96
M6F*0.K;ODV4?@HWOH|><8!|BW\$9.1N*VHKX@,Q^BKCP<8=@UR|1,|'KIN.(M|!
(KPLT9?=|O)|IXTS?P-3T0@)?G6O^R>OG*ZIP"\$ (29/,S>8?%>:/AKX=
M:\$QF9B|O;^XHO+!ESD?\$XS%*3S_T782O?.F'C/O";
<"_98.FT7*P*A3:84R)0=84E9>A3M|^IA"S|YRR?F;9"*-7O@"WDO< ML7#D-

XYN0UQ#1^V(!)1%,TP\$F/3\$# MD\$Z+E\L=G_H (!>
'3#=#M#;SS8BWON"KYJ&H1MBFV85|-6:I5NU|:.&O-K8#
MWUG3: 5ZV095UXU:NWR#:K>LMQZUS6KCI89EZ49G-?XMG.#VY-/26|;K=RR)
MX%FNHI+YU="7Z)"U+F\$YR(>|D\$ZJI-Y88PIRZ'PS5/M;T.:\$4YNA%
M.3I5@K&"HJO|<'LML-C2^9M%"-EL9?#=\$L!GJI%M.V3;M*/EG>7R(SNL
M@WCS:W>O>3<2&:C.!EJ_97R-*A#N&|; 451;D6KGP\CSF=78#=#56H=2!'C>H
MT+!\$!0V^LB@|P7^*W=")FM^YO&65_#0AB61\$N'Y|;IH4=>>IX'G7731U;\U+'FZ9|2H-
*>@#WOW6/|A2H.FB MJ1MKKO|?&RFC\$GF!#12BA+*A&|0T4^AWO!35-
MXGW#K5U#YAE58*:I_P./8) MZVU+:UEFF5A|K)'|:ULDK?(\$\IH!TNT|;|2|HAFV/L-
X"Y+U;#F7=>*A|YQ M47NKYOTP9;K1J&N&L6IH4))6/X>5&YB?|'L,\$1|B
A2A#\$O=0|I_R.RWPN ^M2@QN4S<.HD=#)1;7.U.U\$LJ59M2:L"RO&+
|H5|;S" 'A=P^T5X*?>|\$/&4+ M +@F83?H:XG#RA;\L @^(SB;5?)\$F(TYO|0TUC0;6K-
IT"7U>D.S:@V!;B-! M6EYXQ 5LE#N)S;\$8V*0TI+2(E C6&+D"6S0CI80P(36UN>89JQ-
3#F#PW(S_M\|PR_)/EJ|J==PZ@CBBQ X+\$Z'0Y^NA"1M2!&!*IF@)^!DQ-<|0-#;|
M*P(|#>W(9;8?AV-HFF0"TP:%V)NB1+P:3RN!+=,L);9,2^|8K;(-:BD8EZ4'
MJ29*S=:BI/414TJ(\$Z'@0A1:HA&M_ '1))HV+S\$ M=JAG)DN'^.DWT*R|2:/<_::?
GB+^A)CV"SH44NM6#0=I0NP3YL=Q_#?9|M/ M>;%I%|AS""+NP08|!"\$(I A=C?K1S-FL?
THJEXIEX\(|<.U|ZN=3P?%|/'- MLYWURWG(&X^RJU^R+?2Y0VWFS\$X-
*&?'S!Y09Y(W=|"E,49I**MP7"_5=45C M03A1ZS-6\$|?
0YJX@)/LL>%B_G5>A#V|UU|L;>18:Y5'|W+ +(Y.M/8EA(+6B
MFB\$^A@XYIMYLK58PL"";'P9@KK:=7Y'O4-%1'E)|7I%RY(5\$7/7)WJ|9B; MC>Q
V@H8_P=)A\$ONB|V1FCGGD-DF8E%86JZS UU"6IWGX=Q=Y 6.-[1|BNB\ M)%FJ6|&AT.%
|P=7FE#BB^?|(|4@SZ|D2+W>T5VAP_?430B|*38|<3DH-7|.3 M40*(_7_WZ/R.:V7
M'|OX54P"S4Y|!Q*X;R\$|:@FLDOC5C69)#:"J&5;RJYSWD8E?Q230:EO*>9>! M\$<=I
&MFNXP&|+W/*FP?'6M)^C|&J1WGL/:F|H&58+78;)CRN8. XMT/=LH12:|7 M\$==8C?
477N|E>|1Y%7GGDI<@XJS/^R>00D97TJ_(>UCDW:M0.8;.(Q5O(Q1Y%7FK1=| #PF.>?
T*6NB7NI8G=@=4< M;Y,TY=9)2^NL%5%MD4+;KI97277)>"ADNM9FG3, MUOI'%?
8EU: #ZING?T3Y.S/;<_%NQ5=>X/(@.?N(%VV;_@W=6@+D=|&FGJ6W
MESQWNM5!+|0^O.D?4V|4T?JG8N6XT7P40+BGD'BU)C-?)XD\|7_905J\$TV&-?
8BQT7P9#AB|H|G|. \$B-W5D4^=4 +/9S|;GVUTZ4ER
ML)Y_YIAU1P(EVQYP9E.+49W|>.,FK=@WG UL>\$H81>\$+ I' T!|T4 /?MZ,8 M(=8=X*\$-
WX=P2X3HY@ (OD#EI%/'|7BLLQ5H5WQQWW;EBX\$@,0-9#@=>8"<" M\$?
TJC<*8G5S|N#_%IUNU-CT3_ITD+7U|80>VZX\$D92, N3B_I/M^JQFB(;PQ MU?
=+42;7ET!+0LWL;NE@E9I5+"IUQ>IH! 8QXZB\$>+U"?1|B8<_W?=??)Y M_,,3?
PNAR0L@!.;X\$"0!@1E=0O:'YZ4|Z Y0ZG_@*X(H^(X)>1^)XP3&M=O MEM:IP|!^;
|5ZINTVCB4XSL":UV9UHR M!2\$6:\$|YB%'3ZAT8-Q#%:#9@-
MJJ5&@V6V.J3.MFY:#NL5D|RC3J(4XYZ(71 M@%#N&?XOC6; |S46^|+9N^/T(Y0
QWP:|@7H (ED== -MA5R!\$AEZPQ@W(|EB"A"!H3T2_6|"-
MVB&06++N^/H0)I,Z1:%9OTX<|/DRD MX9%6>'U1:E=)E"
|N;QYO+LZ_LO.+B^|;A|O;O|D5P^/-|_.'Z|6"|7"X7_Y M2S?Z|&7U^H|=CWVR0<,
|STP|B3=\$5DIE&N*6DGTJ,<.F\$;?\$_&OA^XKXL|2/\$O?"3_M->1!C%'G!;7
B;N/B#"&#|ZC ?/7A0&.\$:M,""0NI_T3" _2&38^ M<;!5#P1>U 4(YH("B2Y,Z*VX
T;^,/\$B6'|# M+;D-F'@9?>N!Y(M)OI"J"&VE|ES%,<,RT@|A&F8|VXMD9#V 1Z<1:8C.*;!C
M030BHX'O2>,8'XNTQ8|^B!\$CRWZ(R|H<>&G\$Q%18J<|EX,8%1I%9&3;#S'FR3P:
M6EH%X|AA*0H36NSQ>GAO-BD&2LV|X'1Q!|*)C\$4MEXM=9F"7I 1YV.;GG21S
MEN08.9G-J8M4&#)D|,K8N?L,IC@:L?.GB!;//BM;:Y/6YRY&K+ ^%-YN3&9T
M0JN2^IWW&H/_: ^>@ZN2,=FKE|)ZR-)1M3P==2_!=|*X-1NPQ@J?;M+:(JYZD MZM2K%
(7@HDIL40)Q_PZA>>(EE*JG"!&^|+//EWDH&;/S;@AQ|<1_ |Y|<=_
MR12\$+!@ZQ&GW0VG9\ZLOUD\$|YH(0,;+\$OQ)*UY'U/(H_(GE@@*_7JQKQ|>I
MO#9)"|6I7'4J?T|!#|X|<>:MJKVB);(AW!7)0FPWCK8+O%SB838&_A97:-@J M""8#
(Z%D@^H_TX|N6M&V4KX"*XS'K?N!C|G"3R1Y@AH#_T2+L,\$;4/TND MX7.JV
|=6Z1^7K"5N, CWM'A3!@%"E&9V(45-Z V5-7&ZO|(0Q>|@IN&\$;A ML^?
R0DXQC+#3.=4S"!OK(@|XIDJ2,.(NS7T/Y--V88TD,Y3"Y4>|F)4\$R;4Q
MK<^"83IH)FL9BW'CFHLH;%/&\$NDFRQW&F1|JOJZSQQ!6NI13@75=2L8^=PW@
M,*8?CWZ&|C8N=G OI'& (D|AZ.)7L Z6Y1)B;R5+-VF8@X:|B8PPA"?|4RRV
M8\$0J2^ZQ3B|G>#2|,K<_?CD,*L ML?_K>=\$ FYX_@;FF68D45R3SNW)48BJX7TR_
#LU7.+/&XIX|4Q?>ASA^*V4 MHQQ1:@|Y'%.#=#9@=->V4:B EF\$TD24?
DYLKVV99M,67#3>.:#\$WW^G|A-1 MM0N4&0Y|+TN/P1N'W,\$4'=SL9/DT+W+2

0I%\$>K\$;=SS&O-&R"L?#/V0,@&V M2,'%B="0I
V%&4>A@VF3GNPX/R&U8!%"W17938^43|28H|'3((7"HW#;!;TN
MC(8RC?!D1V1>LNOOQ;'M?#UR F*O,BY+Y_J3*P2_EQL7X\U(-.W,%HNOJ\$(H
M3(0"K|S\$*8O<\$< WC\1*06Z(H2^7N^/YIH&@!#PI MVVL42H>>TQ-DQ;JW)/IH&
|12&1.GU!U\AG\|G//|QJ\LT#/\^XD_R2HZ?-
G|FN"8WX<%G=F%PNMSOX3S!0(@@/LOKPQV1P;ZPW D>\$@
M*.@!R:4/\$+H0I36|Y(6#_|<* W*RV';7Y;FA(U9%Z5 , /=X'2HR!-<4TQAP M'RPIO#"P(3B!:
<K|!AW;|'|J*"1>_9H^_A@BXZ"8V1|T!Q@W>_T,<#B-MH MMP?
6U_:3%"@QKA0K=T"|.\$4D8L,9;L.BGFP(^"6)3MH%3TF%2R'F?C PBEB/ MVR3:TAH+ A"?
Y.TB_ (%G(.EEN-9+\$PQTY\$^97#N>(*[3#)4!=X3<0^@:C= MHNUSR3=RE?
L'S>&*5(48N_F|*6-,906?<<9-7KBF9>_47:6L)L,,U\$R S6Y M*WVNDR?_E.;
<^0&V9|28^A)/,/X9"VWT""2#%C\$W5NV!DDX()_7ZA\$&;|
M>KEJI8\$L@TV\$^2W:"&):YF&EP1X;|J%6?9)/UJ*0D_MJS>,#,6:%600K(
MF&B?,E8_|" ^WYA>DG9*UJ3E&T8D_|LCW+7|O!VDM?|G*T@ MKL,
(&&|_|+|TOG()JA0RQCZ*J8LNVZ>H.8_/DK;|!\$*2)+: #,;':(%AT^89 M/+/!>E,0A|Y)9X(*
%'6A\$5C^9R|*QT9:6/U, %(#(/B<|75@"YM09UWQ-Y(%C M6*!-
Y(5A782YVV>TC518,:Z,H\$=0: >R-XZH-, '%(: (A1A5B-|BRYDL,,:8 M253+3+|I#RZ"
|Y>1:8TQBL_3.>|<|&3-2P\$QG|OF2KVS R*F?E=C&=J'?_ "9@(|168\$,#"
MOH@R"&*=.EDGE%-8|G.27#.9H,QYSHE|%A+DE>,:915JNH7NT!39QSL(2Q# M?
E\$9\$,AXIZ,W?|_ \$1=3?3R0D(N)7SP^EW94BF)5.X5T7Q?VXAVP7#HY3A66
MQ/VOXR)+4?D|=VR3|2!T9@W+#E^\$>|&#(*6|A5L(+03#2&SAC?W1\$\$_K43E&
MJD@R2G*W4)W9258V):*VHFK#S-%Q4H#+80*HO;ATG:!(1CA8<:8R2,9:5/P9 MQ+?
PWID|8E_XE,3P=H=" +WOV<,HI.O"C?*\$#-F),_4I<->-7BDF6D5!)Z6Q' MBHXB.OBV80O-
%-G^7CY3;6"1->J'X>;RKHQMB9T=B M6|DWRV|U^_G3|/>-CEXSFW-_,G1SI>|_-
O=VNK7C'_ \$&9,!5SM9?|I; M<&=OGI&=BZKXK@^8<|1;|_-&6!7/-*\$9VTV>8%6A6EP7U?
O.ONW(-#W5S(SGS17XD#1 M.R&CSQO#SIHW"Y|0KPOIOY9U+Q- #!'DOY AVD&7| 0|>
R!F^=|@>E H*A MN<^ XZP"@KP!2E#Y*&\$:# #1|X_ =)|2OBH+WXG5 >\$S3I7<*;E|3TJT
MFIAE,|F'198_,* @PH&T/"VU;LG=>OI7R7;=0DM,S2S9>Z_&9J2HVK+T8G9
MT1K&"E&"DB\$E0U/S;1A:2H MVG)TTM%.:RS^E0@I\$8I?;U>
M:ZNUNA*AM>?;!) ^ ^9N<9M51_F|R7X4NP%: ^N N3RS_>\$W+I:8RD16G^-A0Y=
M97N4&&UHHB/R|6F(I&5|OI1Y5|D>)4,: M)GLH_ |NINAXENEJ3_U(HF-1+*
<6ZDJ&UC_*065R;J6NY&A#6R2*Y2J55)H
MS%WA\$WGD\K=R)F| #RI1)C>*K)=KVP4|)YD+(I3O2M MEUI0XJG\$<^?
K+#KZ5R|(+28')X+CVDOOTO9;I+.\$USEE| |WHC>30'3+8-PR MM,
()4,47>Q@+;:&Z)DCB-A9@AJY4967,A+"4!YG+WB3|IR4;HN!G@N0+B>G?\$ M\$
05(>)D4P2|5:#5C4'G,BA6@=|+>*D2| #L@O/47O!'|BD0'| #42O340|1V;
M6#AY\$^0"7*9HGDPM",1+))"ZV:D;|_-P1T(|4Y< A##DG' Q"5^#| ^?9+K+_-
M4H>\$;+S8TNM9_"P@J8&SHE=K3H<,F'\$A7A_A!(|&.:.*^_-\$MFP&4(R|1| #; MI,;-
|>'PA"X/>,|3XQ?-5Z_0_,!_24S)#\$ RZ1/NMJ3()C;M5#=#; MNKCG_>+NG.
<7+W0Y@CT'A)D(PT,<)DZUOU+MK|8GM&_U M^:M3BX4TC72\$^V4GU)HB<#-_*|L(S'<
IQ(S.8JPUQ#V<<3&*3G9-\$;:(GHJQB:Q_">U|O,>N?G\$G):S_ |V>Y| |3NXB|+8QM/W9
M'T|SG'=Q|W4.Q3WG|HD?89)9\$Q?
1P^294SL|^:5+C:GQE|YWT*9L*LV1_-1O:"AW%;M:LL0C@7P:09J=6H|8@|P!Y;KN">
M|'I10%ABPY^>%B"4"=,ZR*P|D5<_9_-|9.|4&A<%B|23),M0\$;'6<^X00# 'H
M"3:F|"M(H*9@6@W)U&X/6R!,I M."G"\$%W?1#L!ZD(BF|;\$ \$ZVPNCP;C|"& M,-=
CT@EJ)E6#R-/"/+P@GL4(<:P%19X<@HF|&(?*!\$&)'61RZ_@=3\$;!W)D M_)F7G/?
^&EIE36JZ""|_#TA:SE1*(T/6,#WC|*)2E%V2)#=O//:OU,P>1CO
MD|I.FE^Z8Z;9B@3!|Y&-O5FL^,PP#Y9L;YB8.(DCES@|;:-?N4@S1XMMM
MBO<4J|JR=WS^RFYL-YE:K9@MF4V=?^1/PE^(3COYSZP&*53-|UJZ;RTEC+###Z
MBWU:IOK!AQ\$MS+N<(E%ETEL9RI:&E%.(/7&+8C""\$B"K4/'W;?
&_5X*W>0/*N4U1K| "UHW3V*|R6FE8FF9<\$K2|D M3| |Y;|.)SDHS\$2#&R,MRRG\#, (7'Q-
"&C|RU3MA%&|Z8/V" S1AEUJ0PZKVV M5**&6I26*5_)% 2:CIO(LTGVE:,W>-
#L8T|F^RUI"|Q\$PK)0SH<^O09)?O2_M3NRL*=
^_4.B#;.*5=23Z^P;6N%DU:SS3**M24=| |AMY@|S|1|"JSA5F_PW%0
MC4WZ>M1|DRQN(6DX"E-LKH)M6V'IR'LIABQ9)Q012B.|>K)WV##BSUZ8QG#1
M./((6%E82.#.>>:T|<+M>D3YJFG&W^)QGC4NJDP&NE3 M"FW<(\$A#XTRD">#%X@|,=
<_S4GC,N20@1F#TFVB!FG7@P|7>I'5',TWD3F/1 M113;&?'!|2X'8H@5BC?
(37B>K'ZC>=|F-%E?G3L546>SD:FSL,;? ;8:Q?9T MV'<(EIB4"

!@2'0!+JW4D!P!16L@@["#28OF,) ^F0S!N,4WS5G-UCNR;4'.FJ M,YI
!S!W*1H;HS>.EG'GA!M;68>9)ZW@(-G)#_8'971K!PCE>H!UE
MG.>K4G(!GQ!2V=:%;%TX!"EIK-+WK.IW>6/!(=C_!QYX8/_/'REL.Z2B8W2
MYCDF!F2^P<_@F'H<-&Z!::&LRNV--4EA/W!>Y!-EN=2NFJH)QC5T!HVBZ)MQ
M%%U&!501&X@=#:/;^&BRQ\BF-,*=#Z^H7#;J4!?!1 ZT"-_!*)A=S+ \$2;P1%
M7*QFL\$=ZOH\$2BBV0F/W%^W4&U!^F QB:0YDCF/4!H\!|QL?6&/8*+<<<^0 MG\$A-
!SR*SMUP""M6!_?6!"9D!#?B5G5_@"1!/C_H'4IO>QU6!CVGGH!X"E MW.!5K0!?:""7SY-
O/++!&A+OGTPE'\$5;3#9?BYC!7CE 8%I#/8C!HFF MN;#"!B@/-V90!;015!N!/!24!
<4YIFP'&)>-A&.[!HA8G4HOM*;)!\$0QS M=1G-KFVT+7.>T09-=3X"CY
X9W\$*JHH!+G!EKRILZM??:_K)=4+*FL@OH.4OW>C3E!7OVZN#-"VL3^V>[BD!2Z_?
6!H/C6F%6>0 M),G%J"*=BEMZQVIMI6ENNZ.W6!MHFKOR002IGN!|=?:^>F"!?
D_5U.N0="S?N
M1%P>BK!J9NJZN95^MJL>CUS3)>R!VG4B\$D).!//>!RA+8/M),HS//GUZ>7G1
M89SZ4_@,8>[_<4/GKY_.(5B%N#/^Q-TG_KDVHG!R6RUK895_P3C-DVCWFOT
MK+K1K!F=VJ=D8-7->K05S""VG\$-29RKZ)S M_3=[Q,Q6M@*;WK!OZF;#^!)Y*V;L."G6
%&*7S!:_OF M@I^P? 4Y&6_1W!IR ^<!CD/"DU5T,) \$K^8:;!K7^&Y5L&8!KLYEW)R.JXM8
MN50OUEV+XWZF!3Y"3'UL9TJ!^~M-74!#;JW0@%F9!L.WW!0K#K9YK05E)Z!N
M%V68Q2!;MG.'0=/\$9=G&K>5 ML!_H=R1+F8L'J,47EXHU-
\$0_4+7V!^W=UA9!D&45BQ40("Z!N?VS4,+V MS8Y^S;V'T9_?%&^\$W47?
^!8!+=NO!_!D6?SVG+4X!>[D= M9!D(AYC%@=CK?P8Y4T-^%Q%;F!&
<4JT*_ \$M\$H1Z!^,)S\$AZOC?RI=4RY<, M8F_@^KV/O3"-DCZ=Q48SGX21\$-
!S!|LPXSJKHVF_Y!^A_XQV_D+X) 9%;9S MM,A34(&1U1A/"E6SA/2)AAF7_3XG3Y^~
P9EI#>C_0_Q;/U'+/D-B!S!F\$*N=V%?X M%<=T#02CYW!1!-P/?
5>>:HL1\$!#!1TQFVA>FUFDP% HM0^(F&H1^+55!9U8H9-MA4TVR1RM/K,.(
M4VNF"E,KYY%LE%588LEQU4Q3".T%,J\$';,B@B!8#_8*5>YS:PA.-88SJ)_!I
M&DA&QQ'7@!H92HVJKD;6JVJT*AK6_C52.K1(ARQP14J)*JY\$UNY!D=FFQ,*%
MCKI#CS5K#4,N1NB,TL3EV44=HYGKG!UU!8#"!_PO2&5#?+,*RC43%+J5CE M56QW?
DJ!V.89/E_ N7W84,G*-[/7].B&BD?8__OC_BN!"1!AWN'L,G0(59Y! M%\$#!V?
=N!KT;2F@<>SCD=I!A!Q#I'WP/Q'X"D361P1'QTYC^8!\$?D)(H8,N M=UUYBYR_?
SR8!%T3S#@!>7NX^,^CE;='^U<8A(!!_)#PB5^,'TX'-HGG M\$*!R"?
GJ!3!QAY3+97S00E\$_*H&X("C4.VQ;,-!G"QK*4X/6"H.3B0^?+FF
M\$!>X18%!/63>'2+STBCPXOYQ,/DMIUE!2=U!H1C!^*(V&GM3!/'\$(BP6=8 M X&
6FPCTJ-#^B.)JK@X(HB61T!(7..U1=ML_[1,&LUZ!0_72_0.5!;0 WT?/L-.F'\$4XDS4):E-QOS?
UKU\$)35 MUBVCL95'U?6:V=S.DPR!;G4V.9DU<^AHC_B M:
<_JV_A8V+YZU&/0>,:.TR=0VL_@1NYX'-MIY0C+ MPY0%?'EML\$7LY/V-?
4&!4=6F!6IYU,J(1%M*;!Q;MKDTB>76XL3RIV!HCN"? M?C+PO_Q_4\$L#!!0 ("J
"%D,^\$;!D!(\$K1_2;7-D; &8M,C R M-# V,S N>'~
D!5UK<^(XUOX^O!++HJZ!H1/(I3NI26!YA'2S+P\$&R/3.^V5*
MV#*HVDB,+.>RO_X!DC&8FR4;J!FR5;M="=Y^B<1Y>CBX!_N?+-'2>,((MHS>5VL?
3BH.IQWQ"QS>5Q^%H7/EGU!^~NGGOU6K_!HMMYT!YL533(73X!@) M!#O/1\$P<,
<'=.!9_D"?D!\$(D_L:GU>H7)=9@LU=.QA/AU\$ _KYVFQ!%=^?16<
MU3Y!5_4J1EZ!>G!Q"56O+@-U!_JE GV)KB-O@J?(-H=/T2W50F0LRN3TZ>
MGY!_!H!9'Q!4C!K9W!^Z\$!4\$4K!!(AH3!62K^,>)B6/SN1/X!0A-/BT!@/
M@Y7R4RB+: "00#?'K1X!-3Z31HY=GIZE,1"0Y.HB2!A8Z?,&KXG6&H^TR!/-)
M_%GJJ5=/SZIGM0W)FE!TM'I.J!9KV4KZ8B&6K>%2?)CQ4%"<#**!;X'MN!P M@.
(01&+Z1XQ"\$A#L0U,*L6PL*P4R/PO\$QUATT!1',^1A4T!^~7R*^WX1G6EQ^<<6G8A2)I2!
KV3FOTO!;QT\$Z M7VU,W%N&0?7!/>(>9Z%FS#R9<3;#7!<92=!13#A&.9!-?
57TRGHQG"Z\$J M:9D-#:OCC/P95.(YD9E<'MI40HAN!H-)0(B0ISXR&H'^#@HZ@
0(93!|=Y@? MHE%1!T\$SAW!HRST4%K4<1+PX+/-PI?@0?G>(?U-
L,%BW5!SYW6_!0D>E>) \$ M(H5,09?M,N!^E_-J2!7.55'2?U!LEYV#26.L-^E7!3?
ZUU!+CPODB.XYAEC MN=6NM%5L_F7JP5R_THB%Q)?+NP\$8H4+XB
5N%&\$1(>JW"1J1D,@V4M#!!8"U M+-6!F@6*HFF)OOPA6Y.YQ+VG;*@,4%TC"-."U@D!?
P@U&V! MU5)X84!A'-XAU \$%!P!ZSF;00-'D/F3!/R)Q@;:E!K(=X#J*-AC)0Q6MGX<
M8A:TZ!..A/,><*VHFD)^Y1+V!Q3TI5!/?>=KZ8O?:X=E#/#>.=N/LV!_JMI M_!|
!:'4!A@!;73NF!UW,!0;32ZCYUA MJ_.UUVVW&JWFH)#_!Y&TA%RM\$Y+!;#!W.<.!V!OK-
MCML MW07<_O"W8=_M#-R&;+WE:3,"US%9.UE;?5_==N/T
;=P6_6=SKVQ&T_J^O^U_B_K(MR2(=\$1=WS=MA(=;G<(3>AZ.EH3S
M=1(R:&KD7!\$(G8ZS:\$!@+ #CI+*.WG+!8!#!D).(GQ\$;FZZ_0XTKT&!.QCT MFOW!-!??

+.3QK0!:YU^N.S^%<3Y(H+|/.4HK"/B KKZ *+V.QGIW;\$5.#QJM!Y='&*2;OQ8.C#:\$
MM5QL+,*7\$Z"<4R^SUL_JUA(O*+GJF:(.2Q=75V.U9YQTB07(:5
MX",CIG7_QJH#"A^CKQ?KA1(.7Y?5>CUGQ7&,OM^V7TZ#E/.JL4JVP6:A:NU?C(.%
(=8I2=Y2D;UWN+BAHXR<< M1F6H+H*K)=CT\%3^LJ0S4?
+.:NH=Y8I6JH5G81@P_HRX?S!F<|!"UI!HOFE03_M2AW0XV0403.<>NB1LE&\$^9-
<\$I3H+!:ZJHH;7\;NS*!8WJ\5)U+RSF_JG M 5'I*Z%C-;HAZBJ&4Q;K2\;^P+|>8I53D?
N>5#.IF!'"9MJ?@H M6X+-99NZ(Y",DX>?2E#N1&@EMN-2:UTUI=N<"L.,N
'R|+72*^&N+ MROPW*
EY#\6D.;26TXWMIY331(>34?);X;>O38[M@)HJ=K8CH3==P;%ZM#
M6Y01\1#+#\$/EYD8JFI:FC:VG+.:D!*Y*Y..=XW)N&I8AS@!.QUQJ8QLI|_JB M4;*V."?
<.:S;C;+E;&(:)W/N>.Q#X<*MF5"/1\$EB-KFX:B). (=XN%7<4Q=82
MN;&JLT+D2DB9U>.DBHZ;X85/DF#/"Q"/JR@>NA5>FDOA@VQM0QO;/&L,+RB
MQ4G5J%7@7-%1,KSM:D 9-O-PM,QM;-ID7"4X0HXT)_EPA\$9G7\$H %\$6H^|I9/+NI) 6)
MP-.*DR0U2[Z9,@I<|M<6_*OEOD0-|UK@0XJ&+|QO.I\$KYBTIT6YDB4-|*# M:?
IMK80*WB)H)|GJ-UJFF\$;YIN:*Z>WUXR2WT)_:GHR+8^L\$7UM,*H,C%'X M@"@:)UF3,?
Z.P"0_QP\$%+/D8A^0_VOR+H MEVT613ARYV9G'9#4/+%?)U7\$W@*&R;">CDOQ?
\$>>B(^IGUT; %, <0I>&%8+Z M5V?UGJ!_3:>8I P\$SM+_0:(EF1*!P,('5XY!#= 8^)6NM/"0?
MM7C|V#B|JR! M!C.:?1\$Q
ZP%W,BDR0^4IX9/38T:4K6:|V>*XLW'^^>@P2&,%OTD<"#9S1S
MT|658+|1^GN!G.|F'L3&"JZF8N1|WR7=,S"8/,\$I0\$:QOK0TJ+SR!XP
MEI(IVN|HZ,|0;6^CZW'F8>Q'YQ-8>!.KXH6|!RX;CBA \$+_2|OXQDB.13|
MJ96POA,4|OQZ07L;8//%(Q\$>HA>9_ICX\$*00-' ;47L-ZV.R;+W!MN!H-Z%&
MLO:;GE8XA"S<&P2)!K) MVDMT6OW,^#U X"l|>>7;MLRG\$S(\$_J)>22;OI2:YJ?/-
RA%X.X-J!2R2RXGE*N*>|BT";;Y M5FF\$;+0,_F+RI0+%3-
N4LL.VKIA@/J_F:Z:S+%9UTHQ|0PM!V&'U(PUBZBO+!K B%7,+O.9;OZH6*MMD8
M%F'\$DQ.F8#S?A-).|AV8|'4@|)4NM_(MAP)>VR:LA\$)L;%!6XO;8SM-?
WKTUZ1C0C&61(MFYH)VV-K#/0,!K!Z)#=A8/* M|I45-
+VH@A6-.A%#1DW:K^|RJM!83.\$2G%&B2>CC)G|M:6:H I"9 !2:/(K M#6>'-
R0:|=7AO7RAL=*7;W">A!4-JAM&H9@T\$, <+1@H.P440!*"O66.8%.76 MN>Q|R>Q1S&"-
N&W6#A=AC:F!FQ)VV-2B?BP'3A3"###\$.V52><9JQ9R1JBY4" M2P/(\$W|
/D&R6Q5HI|;B=EC;QD3>74_C5!;+. 13,'K0|;"*," MQC@#22NFD ?D32 ,Y4:KJQV%
I2#K4S) M%:'\$*LX""\$6 NUSO&9FFE;/#O@\$+O#-,NR8V;2|KAQW?"8OUV|,!2%B_-;1^I>
I4F_-:(VS%O+?QL,O|&JU<9\$^G1/TRG!|? M8KS(#&C^|(PIGJU|WD*3Q33&?
8ADQLD3S>IL.WGF5+WXZ#7Y|Q" _B-N0>3IR MKK@6AWK+|B!2-4;+8=E)EY?
-.Q"1RSNK\$)8+).*HF""?@5GCB|P=-6Z*-J6SG|S'U-1W\$2-
8.FI9#F.L_D8CQ5W<,8;O!0A6S3O_7RCA;'3^F5+W|H M/8Z=JNN;=/-%/>;UUCU'H!9.
I7Z7I;>)-526FF*.R4.PPV:578@G6WS|VU|6 MS8H@T?6GA,HK"D\$;*#9!
<^~|A7NYP,A4R"5G)0+\$4E!7TK@U2I8+' M8A@VFGV8T,G:4.E
I6\$O;_P_QTO|N:|LQ%0*RD8G""I&LC@F.JAS#NV5O|@|_MLC|I+O-W;
6>&;+ #W1IWHH"IL=|H>,|'^J%:XIH|#&4_*@XC73 |#;!%:MMN2))
KEBVER#C"+@+O1.LU4Z"!6-^*I2F_JA-N,_1@A|X=Z,D!>2=K/\$UI@ M"IRS3-V|O*
,C3J2F91ERTZ2XZJ@&Y9ATWBZ;-H|_:(Y%LNYP!%|MI2-R)6 M,BC/DTH
73Y/O:3!_JZ09I*F*NU&YF.8AXI\$?+.\$GNJL39I4'YV;IAIND%B
M4IY1N3F\$M7I(|LULL4)>#N\$1"G6@|L24F?-.I(*OM5.6L3VJO|/3)I
MBW&NK#P)*P*))'&'L3T|BUMAS-JM%'?Y+GK3\$|U=EQJF3===5")8;7W_\$+;O
K'#|DS'0_*)0OGS=R(FFZ|OE|<@=EG|3\$D|CD_M|%M3;
MWBR:|W3./)%HB_X/H;L7)F^GT-IP2YJK|Y&<.B|%(6O8\$+^&) O8T>77YM|
MMS&KF#2|BYH#\#;W;GWLD2D*36R|I?3D13AY'P|)-JG+N|:|O!W<#7E,(I%<
MBC6S*\$_"#INR;XK^KG*?040(BS%8S6>?!.G"5T.B-E+#6#+T2.4+T>3N"(S?
MAFG/WT37&X;B!;?9=|C?M#;UFBY/NL0_5#OL8YBO|JYXV|>#GWQC_H3|?-Y.U MHT|E*^
TOU 7IF4899-D: 2:|@R%O<1I0&\$WD-?J|_-/2J(=>O0OMQ|YWQZL
MG8XN:CT('+1IU;:6MF*YO(1@ -WG 6 ;7-D;&8M,C R-# V,S!;?8V%L+GAM;:5= M6W;-;
Y)^SZ_0>E|7,>Z7U"13BF5G7.NQ7;:S,V^L|M"P6\$.17I+R97|I-HY\$
MZV+*HD@X'1Y|&2.L,1|&F|/Y8 M'N!/V;S?XT_PL'K"2S+;|'"V&=KSV9??
@R'f|_7AY(+O7J;:N?SG|)10F? M@F0(23)M'+!@|D)0N+*Z;:3B_NO|+|C|Z|WVVK!21F?
8BLJ|M9CE:7HS10DO; M?>AD/|W7+_5+A
4>T/"FB^|EKX^E|L/OSQ^_G3IY|_Q_GDY|G|_6)N7J| M>O>C|I=_N;JGU3W;A% ">-
S|I.M;%^-U;Z2/%8__^?<7;L.QG@_:3Q=+F*;Z M@,7XET7WS1>S!;M.ZK?B.KCQ?'456|V-

U6\Q(9D2/W\>Y\$>_71P<":.^6R" M;[ON'5U?EW_H\B\3D^XSV9@H MM?K\,I^=-
-7^(>:P#AAR%6K2&X))%J+4"PTUOT-4#:A@'J8%&@A_&9,>(-+&\$\Q/X7YE"+'
MQ6&B*+&*&O,1EG\$:+T>RH.6\)\$:Q'C"-13)O4V!>H%!:;U+\$TKQDT90!."HY,6,>)P,3B8(1
U3PS&/M9,I%8C3,D*Q)IXJ\$KHMB22AN9\$Q0-O8WO""%0DV9<)W^VXJ\40T7G;9!8V.
MTHXES4)*K3M-D*/CB48"1C--41D#*8%EXV,A3^VE\CT\$1S?&5*>"\QLV\%+,G+OK9;Q-
@0_*##'*\$G<9'FXPJU^)>0Z%A0=;L;1 S!?'W+>P&,BX)8 M0'+CKBTBK-FA^MX3-
M&K&;Y>FPFQX5+BZOD7TS_\$#C//3SQJPND R-*^6QS@_M'V:0\$<&YR #,_^UM9I\$2-
99\+E\$97J)NG4U\#||F1'/APC-1-':O\$H!9ZY M@|'K5:)'/'Z"0)/=X8(O5VWHZ\Y.H8%CGQ0
MJB0-K/A <9'+%#%G%1@W"H*QG(:56UNMF\,*C(MI93F>J'EC\A"H^&(EG(-
%B>'0/CZ\B\ M+6!"E*FU_=| UI#2X%:3OK4V6D:7\U/,5_?%NUCF\ M
5\T88"ER43,1@2OM9 M2%&OK)%B&S24L+OVH>7MP#:ABG\@5&FOD6MD^T
M/=1QZ6-[AIQTQ:':>|XB\|UA(?MWL1+X#CZ\@E1"6+!\$6:W(*R(R2+727 D
M2J>%+:JW4HY;X0UI46M\CMQ%J?'H'^ M".?CCU"#+7KCL\JF9-Y1V")VC=^@3
MZ/:'(O9(\NU*^B)9\68;Y\$B\2YZ>G,-Z(BC4X\$CY=M0;5T@.GBI#4-04F2#
MH:C6RQT;0AN2'QH2?|=5&K76=-,*M37@OA7B2!BC@HZ6Y@%2<4=M-R-
CYZ2OAH\$C%Z!\X(%()^HO: Y*M9RWZ 2 MC\G3'.DC\|@*8\>1_3&_HOQK(>
I(2K0%4F;JYN-);5\KD>90R\&<=>=,;)U<-M?1_1D&S\KJRX\@D:ZJ+ADN@*SI/9R0>8?
EDE/'76O\%|\>F8,RC/\$?P#9C#G-MXCUC5V?-%|\>C M(++V=<1!OE--6@OK MO\?
3/'J%:RZC8L;14#6Y%)K\$BEX"+QJ\$DR#:P:|!=20@N3\XLR=E=.\ZN6;
MH5H9:O\$*\$YZXJSFOV^N:4C\;ZU-*@+54Z'+%C'?OBYA>N1'"T4T8T6W>78>
M;A\$45VAI7B*.6*HI"\M\0C*(3G>>J7GTN.'5-G4H_:W%?B (GUEM'!D
MOYCBIE!8F"6+LAY>(:%(D\$6@;|WCW3C2WWWW\N+U.1(RZLAUH-@|ZDBR2*D>
M\Z"PV17GLK"Z).A/*C> &E*4ME_>W;:|MYO^FI6971-)
[90QA\0\A(UBWRD^N\;C\Y4HWP^3^E?9'EAU MN1#O'&\$*H%&JPG(HE,!H RRFH.E?
+FG=E18#U'# M3?8S\U1D;36+*8F2FL@IO?"J*!?'|/!P!RKL:SFE7RKLK(5VQP)H;+ _# O-
ENIQ")'@H(- M*9)-)I9FY@\$MD\1-.6TIWF\N2;_WT"\$ME/2C^>;R;GAH?
E9PL>CZP1*6Q2@& M\$;FC1,\$&;HB'6K!@%&?;!QURKD?"6Q^6OHYA2\$LG_5J"G:3?
KDQ@-AU?J4Y'
MXSDF^J5%!TJB\A\!,XK%D&D!M4\|+5*QH5S=PP8OFFE92W0!K28;%^&=)2-PW\|
M=Y^,I^/%<@|G)FRQ&BH7:;F4+./9JMHQ%5B(7+(DG @@@LVY_S.A&,\$Z=|8Q
M2=KHH^TB_!\XQ3E,**^|BFZ%+"5=LI>%DCU=:LLG\G8Q)9:MSM*BST*USCTV
MP36D\$VG\DJ;YEGI+SK\W=\$%;I6VQB9GBR&%6,?B820PBBT^*M*32>I-GZZ,E
MC0KX+"B5@3.EZ\GOH&O#88H50X1"ZI: "-R_!OK6 ;UB)>RN^?..+=|1&_Q.\$ M1G@^W-
H8I?Q>;K@E\XNQR#U\:=Y#9'-U E^'|95%/
MRKN_DY\CFMOS\5X2O\CO+O9%4P\G@!|=|&|GP2\;4B\7>GU&N?C65T=F"-0 MJ\|G?
X^\$"-S7:S:<;94-P;|0 FZ* @&H^X M6B7US9"CEJ)X&9@M=;74^|
@RMI#1WF32S16^ELMS@X !N6Y>B7*OK34VV\Q MV?56;X\ACI?;
1U6Z\;L;P18A;'C'3*A\X*(@)V^*9Y*2%0Q2\4UT7:#-J15
M\ M@X\X5>Z^F#H30'\$A03@ND6%-G!@\$F6CEDK7>?E/ZW*>I:U"@M^ZAHRP3 MR!
TRU\7CCC2UH4J\$KAP!HIUVN;>C\NL S:\$@&!?'|+GUQ,W.FFM\LO%KV)*%
M5J@L0)=_4R*E(XYQUE!SA'0!*;7XUV;
[U4R)\|&&BXP*>LAIGJ)0HC&LK\FR/Q@);:NGZKG9!;2UZM 3HF@K\$^ MBE0Q-
B9/P^8'J\;9!?'B*&7>VA54'@V).C\$5%";C-H!MY8\BG6:E4,EN;M MAINV*MA7&-
P\<7;4S4!S+*VXMJK>%,*|&\$4" Z<=0X>*\$D4-CB^ZW4\|@.F*RZ\!EF2R*?\$_2
MOAHL9%8))23ZDE3K\L\JM< XA0'A89&RB\7O<5H+%|;)\|%/CW:2OG\K_)M+Z M
33:;ZJ??NV*QC=8698(QOD5CE>=<>F=ZU?GZ/7D-!.)GGY.W0;8&QK,TU(P M+4?
>|0X^&88%R)\5\|M8>BF'160%9"*>;7Z*UWQ\$V6)&H\$%|/9W76Y=^_F5
M^5ZDBF03\XU\|42!-<)6:KUG5J*VFDS\7KEG3_ZR8"|=>>OS=\$-P>D_(ZO MV4?
K0_TM%\S6X7LVGL(T7<6GO'!&12_'%U=&:>;PD9D167+@PP18\$ _T7(-N M"&'
CT//7=5_'0,03OE7:%(R=(7_ZLX\H8F:SO-L?F=V)M2\^MCF,DQ+OX M1F1;W;;
|JERYHJPDP1/9#Z9HL+6M96%|J7JG7H#HA+;!MRZ1N!W5D+Q&3UQ; MFG0,W@|
MED&53^R)+TWTF@%|_57)\$=8<#|' '6TW=W=(X\$ZV>0"(Z<3F<::DTH5F,V2
M>TM)%AIQ:PZVV;,&=6Z^9R\T\|V6MU\!^177M*O=11(D\O3
MG(R;SXD%2XD'(98^MEY)NA74D(X*WFOXNJVB^DX\$UZVC\(-B>\$5V3HA4E\|M
MV:TUE!-3HJJ\K)U4?RVRVB\|CA%)U%QK9G !\$Q;TD>PM3@|:L=#L"Z7UGLT M@RV+
|XDAWR^,OXL"&L7H&Y<O)I>|SB1U==02L'>-(4.O91+^4AN"9B#HZC M);;1N\;
(7@ (N5TKLNQ-4_?|J;N W4\!NTG^""X/O!Q/QN\N=T47\7\|O9 MDB1GDRFOEK=(G<@-
)1H2U*W;| D@<&TEW\113"| 'T*&>8^,|57/>R\|MU"4: M%0MG/ RBHLX"X2*>0X@-?

HD=>N^-0U+&^|76WM/?006M.+<+3P,ELOAS_M&|YZ(1Z-
%VEV2I:9@+^>X|GX|&1QV5Z#EE9)KAA9;DOCH"<&.*Z&=^[N"
["JBCM+G)G.49"ZH0V0TV,QTH"!L?4E MY" 4JS*T-CV;8A02;?#|G!H*WQ?N*SV?
SUZ3P=PP)?E0L_>UT47PZG:RI? MZ\$,@3I ^X^(W5Y^61TFAC-9)K0P-?G0=7=,,JL1M5
>%0|_VJO^T6Y"S_# M>,5!J 5KR|MDM,\$^S!;C,^FWUU|@83CC|^,|BWLTE^-.^5
>,|M(|"049 M&B^8CDZS&
4P;TU)P@J146W*|WBWFAMFA8MGC@K&B8H5R'NB;F75S 'WE0 M-DAN6#
(:F#:6Y!ALH)?"1<20BFY_H_=,&|S4_&#.6|*+)'NE&N7MF_"ILO MCEAW720/6G*
LE/>UHOFI*TWRT:#=8-2D)RR|"7|:)K'I|LAW8AZ/J>R!Z5 MVB,!CT|QW>RPE/%D#7M&
IV(6*NB/?>4J87:BL|ROQ3A0:6%Q>;%D|>"VHA6 M>SS|?
#^LVD53/1+HRB4/YX\$MD1LP\$@#&LPGUO|!-6M3Z#9ERDCP*T?SDSV;(-M-
J+2OGKNWQ5=M99KP'8Q8T1*VC2V|B+YRQA/:11FZO!*, "RU,!USAYC^SOZ M-
@"V\$90VU9_'B.MW32VAVC^!):.*2MJBGPP")7W5D%3S3/F?%"^*)WC10 M0K
)KHHV=,^E>?L+VK?45XLJOMNIYA?C"&2_ZY#7|5S7Z5RZ6"&M*H08LZ4<;@RZ2-
3YE5SRP(!UY1.>Q5AH9|LY&DN2T1MRTR=F/7R3; MSA+=OS+W4K+_VB)20|W8J2Y7
M&VZ--T6JTKH^>D-HP|K,L1U7^M!;,|QK4U:62M1%|ECJ!*L!;K(V)LG0,=*1 M%Q314
Z7=?N|U+Z!;,2SF"WIL*O\$|H")|H7+MZ|>/#|Z?/?TZ-GSEX 4=!AO,^9+->&O>=R>^'|?
>&-%,HSWE?8;K@SJ8B@/5"0((HCV5A?F+>^7A/@;#&E@'2MSYWM@G8NO
HPC|W0:|H_ |YOTM|H8YJ,X-PR%D8_WV1|2+ M-CX=JDOS)&::)XDSZ20)P7?>U0 +
(#7|X3IC^+^+%#<\$,-UY**1KHLL-EPS. MOU^_1!K;(S_!U!+ P04 "J@ A9 ^05YRI|!9304
%@ &US9&QF M+3(P,C0P-C,P7V1E9BYX;6SLO5MS&SFR+OJ^?H5/G|>#-
NZ7B9FU0W;;,X|M MMKU|F=GGO"AP24B,IEA>)&6WY|>?1\$G4A2+%H@I%V>75,6-
3%\$U|AR/P*R\$PD M,O_ZO_X|FS|Y O/%DG|H1?V*_WE"-?|&#&;+)|_GX>0GGR=+\$^?
+\$_AR;^: ^1^3+_DNZE?YF9^ M1LA_MO_L>?YVWQR@X 1YD/+F0G)_ 'M>3.%|Y"?7+
|H|H57:23V?)IFIP|O?S,4S^=(N+V&Y;?/L/??EE,SCY/8?7>
MZ1SR5O2K*1=0JL#YO|NW/>V-Z12!S_-Y (+OPJO0O"+&3=>_'/5=Y\$V9|/
MEQ41W_WNJGB;,S^I*> [7UT!;?M%Y S. LOK0KWUO3=PKD"N(RQ?>89?Y|N% M80K??
HW-V=,6X_-FMFBFDU16U)|W/I-/G5| LLEF7E7>S&?;9(TTS*.5KT?;\$|I?
+HZ%D|H;YDG6,I0=(O+GM2 F&*IM MRCR9#?
I>K/B3_2*T&K|K=UH)M|+=CN)"K!7F|=&*1Q#TKA? M)MS|;#9\$@K0D<.M(L@
AQV2B'&Q.+8+;|IDFRM%|_-:/+9VVO+2//F|J^EPV MU<1XH2D\$ _9@ Q;^),-?5_Q'_1(F)
(^,+1,CE\$%, 2|V4B\$#&@:Q"K| M|U@BE^A&)7*R3;N|KF=97|&=ZTLPG_VZ=@-|;
(Z,3PN,U&W(0\$FQ"5Y\$4 M6PWBNY3HJ|=[:5%-"8.O#1N1TIB#8T(0GHT@,B5TL!D^)-
J8Y%5 C -N\$H>E MR2T_Y'M@R3ZRK|B.U@LX_M@L_?1=,UIF-J; &V;X);@@(W? /?%
<)|S6/"Y,?M4G5_W31#"?NUFD_K;H9O|U|J>3_&TR M.SE:+;
%C(Z>Y\$IH1D86M'<\$!|H|O|H;A-3H>N^MXZR,@T74>8 ZS|OT%8 M?H!X/D?
IP@J3=4D\$)1+AEN(|F?8MY8A1T8C\$+\$1F*Z_TFW",A@/5A%W13KS@ MY6U\$+R?
S!7K+L)JK\$H89:1A1@EFTB(4E%B=+HO(J,0":M>WXH-|T.\$5W5|3
MS3!BK+YYWX:&KYI9NH\$-7&:&H:&|"J@B\$O&@!2,-T>B|,N&3!9P_2,7K(XU, MQ|T\$6?
TQ?KL|A?DEN&|W|(A/LT5Y\$U(!?PG490?)2\$TL#9Y(D1-QRD;T>M'4 M\$"ZC8DU'C>|Q|
^O_J%\$?)<+HA|7/LWR>8F&W|F6>>-"2445?8R27V!&%\$; M%- BX0&H#AU9T&G 'U|_|
<5Z5_-R",VOUJ=,&1CKB)\$2B)3*\$+0U\$6C :4N@ MPHG82^&CUO,#A'A7O:JOL?
|BO|Q|;D|V83KC*.,!/0A4@>%Y|D@!@M/=-6 MP5!%Y|?7^/\$YY/8CD:7<>EM Q.X)8#0A?
6*T4L&\$VTEDEX MZY-/NX|Y=XUR>"77T\$(S@ BKV^K;:(SGS=E9;
|L0PR7.+*TR&=%)FM&G"\$:1 M(&D@-#K(44!RZR?3>UMQ=T<=>@>H'\$O\$
!S@MTJ.3DSF4N|,6#?D>R_|NS#|T 091/#5E_|M!"Z'&H8Y^B&W.&RR
M#|Q93903&HF<,G&>19(=2L!1%AG//9>)C0/_T\$086M 5#?_5|)_|Q>G1+)|6_M"JPO?
GJ#KTDJ|;FP)(^&8#*Q&L?23)&4&3|H|67BCNPS,Z*|&.*M|A%L/ MF.Z%+'GF^)|@+C#
<_CWQ' L7<*4S/CN0F874JSSOIR#(H91P %?S&2Z|Z1S- MYF_M<;<+G
GN>2|A#"51&8ED4 MZ&H;|\$.:."8|H@>CR7|R|=AS!O%E|A\$0(YR!>FCK::VJ*MG%AU-
YB_G4.|SH?7SNCF9+):3N+B% MSV2FT<@)),KBMBF120C"\$; Q|F.UPN7\$S93*XJ3GB.1)
<_*08D&J>RD4\$'V?5\$G8^F99;^^_F33J/UQ&L*+V7"HA&"#A/*9%SGA/-
)/JT,@8ONSZXF<8DV;| MBW" 8,|S4SB;1#^|O9:P%(SD1(ARF5(HRQQ
(XG:D4TDAKJX>%-P\$9A?KK MB?JN_G6_Q|H<;<(|3OST|_R_3"
(LT#;|P|)/IRF4\$GRRED0A4:NYNRXZ'H@U'W4 MD=%A %'?I83K;2DT,P0S@SGB>N?
C'_YDG;,^N&BT|0220X#1>F)58-0"S58#
M5T!5;;MA%ZA14&48%6R(X/2,WEVQMYFO11UDXM:QB!Z+L\$1*P4APV1'#T7,!
MSX*S76-VV|88A:(KBG&#>GO'YJ|6JYN@+'=4*9=(4"#0@.4903E# NB8D^+*

MN0&>^CLX1J'_:H+>H/V>L;L74\0R;V:36.;JN2UATEHR;;Y"R578"!_6T7
M"HDX&S4;MF@?!.6AM/HYBJ9_ B.C_X#(8R"&8=3P@;JL_10P#UK+9S%7+2)
M>DZ22!'9;!3QG"=T>YR X(*TKOK-A#LH1D&-2D+>H/?>N8&E\$7(IG;5D'L!C8H-
I42_@1B|PXXOFR;A-Q?ZTV YG7*2H)/8-E.@9 MB?S|O#F?I8|S/UM\;N;+F^F5B?
&DJ!=H|RA GP;=WP"H%_#U*YK'C7\$;V M44:AYJJBW*#CGM'%?X"?+D^?
^SE<62_ ;HJ!>4\$3%\3D!+1Z(-;&SV# MH+PQG0^6NH\Z(@X,)H-
G.@9:KP&^F|>?)G@=RXV;E@R9H+&9P8&2L;ED I M^(B@\$3M-
3.BH|B;\$O4_.D@WUA+R!"@!.;ZC_'AU GX5^A0X.>M(U%:5W&F-M>U-61!LA/"B=F-Q?
^^NCC%+AO42Y(0&H9X3PJ+>0(">4<17LR62,BXG M7^!W2!-?
C))-Y&2SF>+_JFFR%6I*2660R0Z98C4.ZULU|H3'8<J'\$_(&
M*O2."G|IXE*#J)UAM!G)*"A14=@;.-S MK? U3'"_@E5*W.VC3)%
"V4)RP59,@44&J."FR!|TM:MYZ!M70+N&684,JXK MS UJ?G"|Q+9),.. ' M68,BZ)Q?
MGNT,2F|KF@WZ+YG8.|W"TI+RL+M98,|R(%%Q+F!O4W#/,AO9!AD6YA+SE;-#+I)*RM-
S| M*^4LLB262B 4T#MD(68IN@;.=HTU)H77%.N&^UD/#KRM9OX>_/3%HM2DN'WG
M\$Z(*N+;4>>*,)<[81L%)1K,@".^=1/.BZR: ^U\ C MXL!P M| CMX!MG_Z^:34'GJ/ZU!;-
D2"#(H+1CA8B6QU.&D\$Z*!;B|=1?;X=9;Z;>D>E?<0\0#U:|8CG|H\$K?
435I;)WO(|GJ!5)>G,^;|F@G M^D?;W.&.:2"
|<6G|Z^>O7V_ C%9R.A#;J)H*0YH1<+MQEH"VEK,,U.=VLS I7/QYSKFWPK4'XX37?
1Z35*RBU2Q4LE@7/.YA/FM1N<|R MY"H(K*X8Y MW,Y:4P|
I5/LP(5:00WH7V,>OS26P*%FY<(^|CN\$(+!|G(N>)P--2F"Y0_? M;.*^&&.5V'R;\$
SR|'U%1*^+I3\$L#;4I,I&C":X=SS9X29C55W&IF.Y|UWSO0
M.#7\0\$\$.T"7I>3.+:#G.V_C|^\|GBCV??GL\$LG|Y^1_MEF2#%L9JG'>Y#|F
MOSHHW=1OK|*5AY6+L)6=HUV8?F|>Q"Q5ZOXMOW?"MWEX|_%WT"Q|UW8'B>2
M7E>C.^E201T#1%9VXG1,4.Y)9FKTA,.\$0>9/5%<)\$&5PMV.CX(N.V+PC|N6
M?;0P1/>"Q0*6B|:MSRK|-N 2*FDD"3&V1J+A@XNJBQ;GKPT+J|W3.K?N6=
MQ.%C<'7UM-ZWH)>0;XC/;Z|:19UT:DC1|6|QSG:DNQG=M<
C8P5GG/;%@X1=L7CJ5F@%V(KP': =RJXAO7=&!0/4^\$N:O24_R',B!L0
ML_)@O+\$NR@08@|[\$EE8-5%GP4I5BX+4/:PY.C?V-A|&9L8_8AV#%^6)9KFK?
M@7AUTR/OQ(CFN&,)76.!*\$588;'4L+).|9JL^)^2-^!;.%0|:W3HJ+L|I K
MKFMXG7|NI7P^F|0;#;-;)*@V(7|.)G|Z8+2?+B|9@!H7!&/.\$.XYVD!";
M6(B22#2H4A3RX>J"^*!K)7|T3Z.\$3,L M"WI0KH<*!|C>'H |1|:2MZ4VF5'HS0E)K
@9%V\$A'5.6<5;|C>E| (=T.|^A| MY|P^FJM^JO,;3/TW2+_
_=>V=/Z79OJEK8|^FS3SR_RMUXV?K>Y%X^;=)=>9 MA
1H5"HPI:ZV)L)0*J)P0D#7X_<|ASZ| 36T+IM#*6(*^M=L|B0?GE@M 94 MKB|5,\$H)-
%B4D(Y(KF P+/4GM>N27MS_!%81P|6YP|*U98+BG=! M82\$.I>-|H#F;E|WLY-
5#5O'N0K;\$F<@ESNTG-A2J9)2G6T07.\$&4EFOUZ,? M?N?NHX>FBA
'V')_@_GDBR|%RJI;%Y2P2|M;:V0&+S7)(2%K 30)UC%"M?69
M.K1DE: ^LX/OPC&+KB;NFBV#|H(K|8U*W;H;P;TNX;.;L>_#|3C|=STU;N5' M)14,L
/F65[5/_/4FN24)9276_B9HA64;0&;I*!=.YW_ (Y MMPYX>!NAGH:V9G?6\$>|
IL2KV1>\$6,C^S"|FBP^?Y^#3S2M@QR*#*<8N2;X4 M7:&
<\$B>I(|0SDV+.*@A3>7'8">KP'+DR)UY/90_*7RZ.A9*:6^9)UJ7UL&61 M.*!%,<'@NI
R3V:K25%7|(/RXE:2LI^D5|/_/9FE8^5Q%>2@B*5H1\$LKVZOA MCIAB5
OK@JC>XWH7IA&QHH+0!S B-N,|U@\$4Z.(=)VM*>S1//Z+A'L065-<
MS@8H|X)R4@)L)> !|@)<(WJ|=<9I&=^6LJBOYM/9G'RV4^/SIKSV?)8.V%
MZ;RMA,)YYZ!(\$,"(0T|YXN298+4S|3H!&Q\$|:HE_0|&D83CRX=0CB8_;6B'9
M,)DN8M6.NJZ| RAU\$0*U@D:|NX)/%5YR!\$3IQ5SLHM1'(V%3_
/%6O(>_%=1+Y/G TT_/T8Q- M(\$+1CQD=&I<2L0J9&.6%, \$Q8>T#=:1C\$_|[#O/T-
?"UI"|@WG)"R;W|#R MXK|!L0C<40V)"%E*NP0I26 4B%'>R< IX"(U+!/N@AH; (7J)*8"
<_LT6|4)2TQRF831_C!^0PMG1%SH)^H!4BCO) A?\$M6? M #M6.E@%E!&P3I7J0AGGK'
ADU|J+&R*,C>_@TV/SP/J@E|@ (R2:XZ65NM^
M|NTJLPI_/INTO_G87'P*X.7Y|GP.EPZ.=,8HUG97;/'Q8B":.4 ;AV6M!=#H MPV"KQ;YH?
W@2'4A1-4|\$5U'WO8!;?V4_1T) <"|3\$6*+OI09=*3*/OI/748<(M9LU'O>>8XT\$0?
EC.'\$|P&^A2|63TY>1/2+<"V@;Q:19.?SQ@DAC\$%OT#)6> M&S6F8S+VE)G./&Y-
<22LUS MCU2%*\$UI^6Y"|3./#K!&1(LZHM| C|HQS6N,;YIEVZ7D(<24' DE|&J\$S%8"
|FBV=B.8W:A&Q(@J@M_C=|!SW?^6YGOXF4S?S=O M(D!;O\$2Q_/2"5R5.3XJH63;7AK'*
<5\$(2BB&5HY4B1&K%>40"Q-SEJ!L;5# MX7M".%9,Z1*
E"H= _#TTPQWO.GDWY#^CM)ZW2P6;V?7)%\W0:5G2\$V1;Z#\$9=STKT_7Y(|@_VA_T;Y?
YO|> M|I/RJZ?WKZYD|?7KUU_/4%9^MECZV12^_1J;LZ>MM)|?N'3V(9Y".I|DZH|

MK\7Q6K[\@8G+V>:J\|VN7\WUZC?SVC"Z):^:\X!_ES"+\$'ZI6>/6J\ O#&9?)%_#E_^
MQW4700@N@?04\:#9> 71\$Q<-)T'Y+\$N1:F'\$3A.STU'''
M=ROJZZ892K#5J_2_:6;_ =8Y.4/Y6W.\$V7>2JM7%?=(5P208E\$N*6EM:KV+>6(4=&(
MQ"Q\$50\@ZRZ.T7"@FK KIN^OJLG<1/1R,E^@NP2KN2IAF)&&\$26818M86&)Q
MLB0JKQ(#H%G;C@_Z00.1QJ6^OHHAA'C (6;:D+#5\TLW<_&+C/#T%!)5"LB M\$0\;:-
(0G0QEPB?C.7^0BM='&IF.>PFR^FA=GD*\TMPWV\8\$9\FBXN*4 7\|
M)5"7':22"&Y\|.7*:B).V8A>+YH:PF54;-<;NWL,^|.K?R@15\QM@.G1D0:LU\T%<
MK4^9.C"VW_:50*14AJ"MB4_#3EL"%4\|\$7@H?M9X?(,0!;M*|^|.S7'SN3C;A
M.J.I(P\$="&2QX4G.2!&2\^TU=S%VLD%FY&,SF"O/(#JZ_M\G/!\\$LOIV#HN MI65P
K<<\$+JP7BEBP6BBE HBXQW;9:\U\ _M-!&&%00_]\^J?
^|7IT2R5OPJL+WYZ@Z\)*J6YL"2"*O7)5"9>^TB2,2H)FK17
MM1/3\|.S.BNOFO"K>X1;#YCNA2QYYOB?("XP5:Z#>N)\N1CJC,|.9&;K7?7V
MA_ *0AR*"4S^:+U@0N<">Y*7TDJBEC\;6^_GV%G7U MS**CR?SE""8GITNT?
EXW)Y/%A\[-%6CW>G2^;4@@"@F153\O8N)VRFL;>D3*5\$54U7,1"JZS)DRFGTV;)<3363-
M3K\|=@@5>(+6L(CG*\$B\O00ZO M#7\$.T#^.. "HFBBV=9 1;,>.(M'BYZ=3Z9\,CMY-
V_2>;R.8\$7IO51-.\$+ M>4J)G/;<:";1HY4Q>-GUP=T\PI@TVU^\$
P1SGI_ "V23ZZ>VUA*48G(^4"%%N MPQEEB0-P1' KHI'4T.HUVC<"&87ZZXFZ8OG-
"TZ6HTV8M_Ti8?YE\$F&!MF%I M53F=K.TN/C\$K2I5H9C,0Z1
ALC80)Y"/X*TQM.NASF"F;: MPB:V4IZE%
|.3R0Q@WC8108\$Q@X9(G2"\E8/CZ")FZ=%M8\$QZBR+RK#,9NHPX
M*B94%W"%NIO7&,^1KQ^6_C.:F;|-2DY,.^\$ _!Z6?C)=N8S@DZ4T\$H'+&%HE M@A)?
TF,RS\C5G!T770^\$NH\Z,CH,.(H!*G"6%DV5)&'0+/5P!505=MJV
5J%""091@7U2VA>L;>9KT4=9.+6L5CZ M2Y7<_ \$ _!1RCT'\U0=DR12+&5;%?&
<)>W1\G(#@@@K2N^LV\$.RA&08U*0AZB_.55)>>5 MUWL+G= !H-2,;%ZR))U
5FJ@!#W=&%(6(90:54/N!30J-M03_1"U+U\V3<+E MZAE\@;D_N7T
32U""\%P3%6BQS\|N9XO/S7OY,|TR,9X4\0+M'\@7HTZ#S&R"5=&K@02J7%>+:
M8M@^RBC47%64VXM3/E3'_P
_79X^|W.XLEZV14&=|H(F+HC)YT30B)TF)G14>Q/BWB%'R89Z0MY A0>'&-=1?KPZ;|*?
0\,D0\#C4CKM86\0?T5BDDNSN=MT|E;_M>Q#/PO_0B)6L%\$|PQ1T)I58.\$RDIY=T S3XW
!D%&>J)>@,!>D81V\X\OA30
MA\A37PQ2C;M1\$HZGRWZIIYHB5Z6FE%@.D>B4(5+OM+)=:T\U"(4JA\,R!NH
MT#LJ^"%SHIL6,G\$3.5\$ZE*6R9/)-!(6WZ>*2PVB=O+19B2CH\$1%86_@0,^T
MPM>@\9U";AGF%'HN*XP M-ZCYP?&^2V23#!_B!'
O6GOLFNGBOHIT"3!H39U&8S19ZM#U0&P.<&FR,7IG M#8J@7':Y
)@F!")_0#*'7*\$Z>D)"I; M:8/*PIJNIX(!QB1AOL+
<(-2>T;R/BTGTU6MRQN8K.+6BTPTQ)+*S#2Q\$,H! M=4J2\BB1=1V5NG& \$2FUOP
W*+5G*.|=J9^?^0CGR\|M9RA\3" P,84\$A,IUI MZ;5J"9(O!9985MEU5.T\PXQ(P;6\$N4'-/<-
L:|JD6"S:|HD;W0(ODTK*TG+W MKY2SR))8*H%00.^0A9BEZ!ILVS76F!1>4ZP;
|F<|."/VFOE\|,7BU*3XO:= M3X@JX-I2YHDSECAC&P4G&/0JN5Q+=!HSW#:.?^:S&&*
M\Y' _#,V9V?G,|QMBG@WQWN_,230ONF\B>PT\ M(@X,)_-Y.@=8+09"+LM&R)!!L4%
(QRL1+8ZG+./&C6LM6#;XA)4N^?T.H81 M5&/J)=.*5Z\WX?FM?4 Z(1JHYM)=-(I39ZF?
ENY1>0\1#U_O9P.R;'D(09L/ M6,Q\$.HJNAR39MXKEFMW_3V4TG=431\;Y_M(MGJ!E!?
G\Z8JV@E^|L?; MG&\$J6\|>G\JV=OWZ\,3!8R^I'*.%J* UJ1<+NQEH"VEO/,E%-
=L^4Z#7CX MS;VO7HAA5JQ)M+5WG711N3M%YC/2@&?
JU;D!2F:I5<:QM\;Q\|^>,WW\$6GU"DKM4@6+9<'S#N:3)K7;'#<@N0J"@ "RG M;|4"_"B/
R6,^58+YKR&|S"#^PU5Y-<-6+ZMS%=\$G7+J@V6^|HJ\4Q;/-Z MNMBAW!Z"K&ZW;46G-
_U.)T.4#XB.:|PFE*|\$6^LMKC+6FJZFVF'5N\4*/|1V MIY'?;3Z=K;:(JP&;4JV\8^J=(!
/2=8(0G7-D,48)7JVEKAGF\$.M\|6U,., MU3Y,B-7KD-X%|O%K\$64T5MYK9SF?
=|PXT3@T_4) # ME*5_WLPB6H\|S-C\ _?K+XX\FW9S"+IV=^_D>
D=F@A;\$:YUWN0\3YKPY*-W7< MJW#E8>4B;&7G;!>F\|C.'D3L0U0\O(-OA>
|R<>B";Z#8^2YLCQ-)KZO1G72I MH(X!(BL\|<3JFJ>'XQQM2?:SNF1?9TXX8\KKB%YO.
('1L8(S M3O0B0<*N6\$QW*[0";\$7X#M_.955GQO\|&P^#;V\$?L0S#B?+\$L5\700+RZZ9%X
MXL\$1S7#&DCI'@M"";,-C*>'D'6.U67\$ _I_ G'BH^M9I45'V\|@5US6\SC^7 M4CX?
FS<(M)DMFNDDE0;\$K^'\$3U_,EI/E15LP@)\@C'G"-4<[2 A'+\$1))!I4
M*0INY/J)0L6*:MTPCL_"&50M%6NZ/P3OY4/5!?!% ULK^!:_B\F6!3THUT.% M VQO#T">
(V\|VU*;S"CTYH0D5H2,B\|0CBG+N*F=QO2\|D&Z'>?2\|?39KY9?
|6Z\;50>B0Q_>@!|;E\VA%#&E?
6N65Q(OSPP6@,JUY+LV(;DW4LEY3N@F8@J^8VDL>Q6!ZN MF2TJ\B'6(7)?;Z-

2+.=L9ISMNYX6M]*CD@H&V #N MQ:Bl,9KB|L8SC|C/Y4!","\$ "BCRKZI-
"%J!TB/SP|=FS|Cl..?20_!;KGAZ_ ^ M|P=\$"@M4E7O3+*_*GWEJ37+*\$LK+)?Q,T0C*MH!-
TM.@G<|F>F<6P<|O(E0 M3T;DSOKB'< 2^+5|
M"+&1_YA>3Q8?/< #IY@VP8Y!%N7)%JJKE!.B9/4
M\$>J923%G%82IO#CL!5XCEQ9\$ZIG,WB%+Q?'0DG-+?,DZI)YV+)(G->"F&!P M74B9)
/5HJ@K|D%Y<2M'V4_2JHG_GLS2L?*X"G)0Q%*TH:65|IV C8@4M<0_0 V=S2
_G'HD|7%;*B0;1H(L5|)%* M0UV7G2&4FDC!6B%|H8YD|^\$9*2,>
(.R*5|*W8#M:/F|6RV.NF3*6,Q)QJR(R MX<85?++XBC,P0B?N:L>D-@(9F^H?(-X!K@3=-?
723^;_!-S-&,32/""\$0|9
MG1J7\$K\$*V9@E!3!|!2%M@W4TX|/^PP0|0.KV&K)W,"|)@6_S&UA>7##,0Q#6CCL*RU
!H|&&RUV!M M#T^B REJ0Y"J=^6108!V4_1T) <"|3\$6*+O|01=J3&/O|/748<(9LU'O>>8
MXT\$0?EC.'\$|P&^A2|63TY>1/2+<"V@;Q:19.?SQ@DAC\$%OT#)6>&S6F8S+VE)G./&Y.-
<22LESCU2%*\$WI M^&Y"[3./#K!&1(LZHM| CH|QS6N,:YIEVZ3D(<24 M' DE|&J\$S%8"
|FBV=A^8W:A&Q(@J@M _C=|!SW?^6YGOXF4S?S=O(D!;O\$2Q_M_
/2"5Q5.3XJW63;5AK'*<5\$(2BB&5HY4B1&K%>4Q"Q-SEJ!L;5#X7M"_.%9_M,Z1*
E"H= #TTPQWO.GDWY#^CM)ZW2P6;V?7)%\W0:5G2\$V1;Z#\$9=STKT_7Y(/@_VA_T;Y?
Y0|>|I/R|Z?W MKZYD|?7KUU_/4%9^MECZV12^_1J;LZ>MM-Z^_01FU?_W|"5V_?
9+/YDN M;L-83,X^3W>W>MWT/4^OD=U&?/EEM_39:R|N819@O1+S|+^YV\$Q21,___!;
M3W%?^+!LXA_7|!\$!_TKF0(E\$@&)'4*.*%QJ>:)1N#,MGIV@OM_8AZMS&X^O:W
M|XL.3;_#|K1)*Y_ZOIC/OMW|_IC%_GP6@LA>*.\$:UIN,,A,?.1!/511(YI M:5:#2:
<_HH+D)|_|UEVZG'L3DN\$QU+G|LRP)T4:?.F7.&T6D|VRW)^#M=O M-
NBI_|E|,6T78%QCX*2J,?G&U-M|ZVC*NT%E").!;3IF*?%)|R0;78<(@@1
M=>V\$D:U@'NW^RJ/18RM/^ZAI@'3\$&W#>^#-| ^7&.NY&/-ZY|=4\$XT 68W>@>
MYQ|,)76NDV0873P.:RQ+PFGG"+4EYU|E0:QBFDAIG?6.N91JV|N/Q98=MV(> MC2S|J&"
(3.=W;U<-B9+V+BE#A"K%4K'X1!D(LY2\$:G1X\$+MNU%7@S^"EU59 M,^NGB@|2ZR
51|_FED|SW=^_G;>>I>IC2^|@WF;27F<*&,B,DK %/<2.,>)
MZDQ\$%IOQ'WORM0^<.!Z!\$X,9P+75L,0O>-N/!'G15#X0YMH^VJQ."|G6#>>
MD&/'D|(%&6J), \$HA521(H.*)YH#|+\$,#6/B_TMUC(=1:
(|\$0N:HP1**K^)^@63.&16B|,*N;7OL!7"LE*FLFJW7 M; >J'AS^| ^ON;5R|?/3|Z|_ 'H|^|?
O/C|Q9N/'X|>_/_^Q>NCCR|^>W?T_N/_
M^_'|T9L/1|+|=/9#GQ#R0|>J%6:N,M=*H>CW,"V6"QHQRV|W:'+SK()2%DPF
MM+3DNB@E!,Z2E*TWFFF3FWFM9/(5T7AZ: +2,MGGV|H9LV\$A4DKK("'
M|3?._+ #XXTG'B4":X'9J@_ [1H|_!,:0ZBL0&L|YMX+H,@_M71-
%%>^B^9QXLA#Z>|>F000_F%H\$:QTC%I*C&'X/(0HB"|+|-|= "1^|5CJYV
M#ZM#T6%'H/CQV+ "/S*N74/K|P_,Y|FR_)K|?/&/9IHFLY-5<1|**6IE\$8R.
MZ(XSXBWDA+\$QRWU3#C%=|K9748ZO"?65Q/-0&(<(
1XMK%|&B^*57HEP0Y2)B|LK^N_MQ>"004^." +Q_U|0N"&Y(0A3#M/1E.:<4L;:T?
S#\$F%G M#9:5"E|I+W09:B;(XXZQ,12GJK;&36^ (Y&W0IW M/T8MS!HR;ZH)K*
(Y=XU&W43#B'41|)#Q98 M16LJP>1XO;L28K>6&D8_#)#R4
"1R99P|E.U(@\$|^V7"XB_GC1?GN)77VR5
M^.)ZA|PPX/BMZ+Y2KE@9L\$ "YU1"|"XX.YO)NK3|>_!O>XFJ|RHVGL7CP!%
M)4>_' +UU(K,%\$C3%142H* QW)HCL;CU_#SK<8LL.A(|1';H.&7"M21|HXC&
MOQ&,%26TD!;R|"- "UJN7Y7Z|N.4_>2_3W1R'^%5-&<7|^5Q*?HV7YQ./E^T
M*S(ZA!"|9.TTD:Z(H:480EZ|A5C;_E^>S M=-48W3.E%4.V)R"RM
EUI,UBX8=0^<|>_5M74R0*WL+= N'Y4N MX Z05_2=7%6MIL9N|.BA@X'3B^Z"3.#
*VZ(DX\$1B3LC|2IPDK,.W\$?&J:I= M=NP1"/*PI*.!^;&/Z ?HV;:JLGF4ODP6S?
S;TS%,TH+8E/B1.+|1),DD#W>L: M=QUUO(2H).F*!VN;<;Z;P|VWWL#R9GN
V)S!,Y@V7Y_[93S]|/DC:GYQVDQ7 M+I4++%%NT;H7):1H1";!*HX>&P|&X\$1-
HJW6A78>'EU.'U5/._+;L69N_8MF M&'IT.A*72^40|
Q8(2,Q3E(>F8N.A|X|U,|&GYHRKQBRWK6&;D&;A4R)9DYH M"KB2NLB(-Q3E
MY|F17/(?7>LWXVBE25>L7_R\$/7PQ=_MH5=MTR&M6(+DH_2 MQ?TK<@NX-W,EJ;!!>!
/-8-|0ALOPPZILXHMS#9/YCVL|/DZ6?EBJQJP-?
M%D6FS&D2@;895+84T^/\$@| (REY16|E#K:/NHXZ5-)4E7;%YV@?-?'C'.W|%)
M4HHN=L9LD)6> R.*A41D\$(Y8_\$|HM3H|7%^9|;IY/0S!>)AR_U4;'9VF6^9
MSE#>B|OV6^M!). ^YUU(%DF0A-%*8A+8*6K314L6_K_M|X^%/7E6 M;&=V">VL+1UR-
\$00<92!F|K@X/ M&'Y\$M!A8|O4;DZU91SNBBUQ|XS.4.|*6R!B
V*P1N>"*66'POZZ7\$O89=SS| M&\$S:-5N0;82Z9^C'YRPH,XJXB/X|
|GQH'07\$+ECB44<3F.SJZ/Q/;_| ^JC9 MQVPW|;<

%CDR:8,GR3GTN)).)B024X0G4@RN]#U LW^HX^6-;4E7I.GV5; M.T-\$/#KJ\$QI90GN-
Y,Z,6(7FEA.(P46N>JQ+?TIL;FA95^S!UK71?'^V XX MYF.0@F@&I0"K\$6A[64," XG>?
&9L0?M[CWVJ)XF_ '5(G-3NG=46_!;;55";/ M)3IY"=W[A&MG" G_X_!!4;
<|VUV|LA^&GXE#%;10LV=:5|@W?_WG!G(X2?B3K|=;"|M5J-J&|?!30X:S6\$
MA'YC=#@3&O_9H(IH:1+^SUH;F730%'CBN*A& MBH|J6N-%B_)6:#CD%*@*05H?8E>
[NQ^2GX);M36R@4X|A_ ;|E%<13Q?%;7X
MZ4>8GQU3RFSTR/Q,J2Y%T2/Q'+T'+E@RGDD9H>OEWGW&_6ZH\KI7*>6!!5X|
M4W@GTN?G9^?3MLOIZZ;Y(C2(:Y,BD)IRUZ(913D",QB!,72GR:O%69_') M*,I04%W-
Z|Y8?BX*U53,/=1?OS\ M|&I/+3W% #)88IB12&V#9IHLYS\$0= JXBUO:-0;|
MG'WVLV_7\$T'X+_|_#+_,%'&4TS=Y#.F_%|3;C;R|,N?8X>'(6SN>+|H<>+|9U
M%M03G\$7I>XI/!3X>E%B;H@N9XUSUWI>A:B;_%=D>46D5DY7OKK((|9W_UMY&
M|M&8G +NMK1TBU*6\$W0GVVTX"?Q%#+_9V,_%_.\$9"FVJB'N""|K:5|I#; '?_MS S._^
B26E"&Y|BR,0M82HDHYUW=_)X|C-V;@\$_;+4%J*6.(Q.&2\$H#|ZJT< MQ3?@NDG-8^J
)5>,\$9YP|V' 2/#,E>,|!*&=|S)V|SOO'6KLZGZP6&LFZJZF M?O,R0@MRL=I|/'<,_^<);!5-
*UW&)WFLN31YKLV.CMC&1I8A5%(S^78%|S|,L.5DYF=QXJ?X\|FD_3SZ_?760Z+;
|H|J|YZO9 M\$N8XSV/TM(/,MMRD,BA0JCVQ&3VOD#1/445K5>T6:8--9F1|_3Z47C-|>%?Q
MO_9A6|S--|X|3E\$P*| R8+&X@Q)-1BN#(X)%*V1(OL<#M7S>!&|DE|M*,=NS
MB/_Z=\$UR.)\$ _VE^T|Q?)O(?|I/S|Z?VK*RE^_?KUUI.VPO#BHL+PK^A9/FWE M^,K-
/U|/^/C|BSG;W9WTYW""VV#M/^/'/97L7|H=_C?%TD^;_8UX1,H+@P.A/G MI<0E1P
)"C=/2KW/?=/'VK;/_ M^)^2!41<5P\$'F^K'RB:..?3K/^"_ .8K<&J#(N9*(-#R4NXDK7W\$AP
M;ER# :U4|=(NR@>O|QX/_5NM?0?).8!;O|N(WJ.F^Q),Y_ \NRV,L2|IT@'A M0/7#=#Z-
|G"+B??"5X+RVJ*>%QZ"(U3=)%M+=,Z07H?"3!SU&RL'@YF2^6KR>P@A;0_ (!,Y)T+I4
M7;DU8QA!M"YJ+1W/76_)W300X1V?VGHA%J|5L|MZ'AJV:6;F!3R5'A"?H M/_&J-
|Q)K|4>|_#7U?_)2|LHI6&Q0'KST8 MHM#!)C(;7;J5!;+05O+2,4%IUPJVT<9F;HKB;-
ZUOV+_SZ?++_ =!163UXY" M)LKPB X3>!)\$BD0P#31,)%)V+5*Y98B1*;B&("NFPZ_F?
'K>I%YAA#3^6(Y MOVA-*G.@#F=(C\$._1MID26FA3B#JR\$!H)4SM6,'|B\$;F!584?5?
QNZ%;;5 MP| !W4#>X/W('L<3K*G+'32IH(@!/, (= *#EP4>K@\$4F3+VG4F@2+RYW17JB<
M+6AJ1T"3'9|@X|(%D'_D/P(XCF#>+SSX" L1/KJ@KJ.&&2;)")8K>BPA4D%P
M+05"IO#3>O^8_JDKFX HJ|N(1Y-YB_G,#DY+7DRKYN3R6(Y
MB8M;^%220F:%+JLM)31LX,1QI@G2/E(F4U"R;_J|M%&H>|!1%O=4SPZ7S;M
MZ=^LV\$RW<"50%;+1D5*8OV39XBL6!O.D9^>3:6EX_6|>E*O3JZB\$=S28\$E7,HER-
Y0R(=%=:2%*SW#*(+G009;1YA M3)KM+|(|AD_/X6S2?33VVN)M#Q%)SRQ,J-
J\$OO"B/0QP@QXS|A+ 2H;&YO M!#(*)|=<3=?5;PR5;&.8E;_CR5O.B7'
^_QY.EG;7:*QZ&^6U2=)77H5>+0@
MRF76Y\$/+B|;NW;Z#SH*+0_I*"K7QA^WLOPNA>U,1#@B|G)9_8PQU7K-D:?
M190F\$EW;BTJ&G V)E|Q)SQ67T7'..I.ARXBC8D)U\$=>_1HP8SY&O'Y;^,YJ9 MOY5K3Y-P?
@GY?9M_N3IU\$E: 9@JM3H'H0\$7B:*EJ:?"E,L)#ZNJ-=Q|U9'08 M0-05;Q-?;5_-
#,'_VDHY|WS|PY^L<|8K::3BEBA13KUPI2(A4XX>B_%C&?7U M(|<|08V""L.HH/Y|Y"OV-
O;/FUKV#O%X1Z@L70.R041HVA F:=9!*7|GYN'V MS(XM8XQ"T17%,3%XZO%ZA;EK-
>V/=)T">J(\$OI?JT)-|1"5""|S.H_|7=P MC\$+_U01=OZ?/BREBF3>S22SS_GQ1;;98,NT1-
RY(6P*..CI?JO61J(\$2F="R M#107*)=E8_8RS|HK|'\$0A@%,PZGA"&N&_-
/6LMG.7*7@0ND>A3J;_&@#A5 MRLKZ++-GUB19^S+Z712CH\$8E(0|QV??
J6O+*Z|T=^I!"&_|"X58"='5+V72? M'/\$00;#(5#1V*U|/@7D"C8D,|T0|Q;?
9ETY2NF<|*I21_LG8_7@0"F&YH!V1 MIF2\;Z,(0^<G'\$FZ&N|(\$??&1<)>Y;
(RBZ6M%UQ/_|J..B_#B;I^2YIKH&V;_?S. MQ<8-
*P@?),^X0_'2=J"4677E&E02(H3@4TKK-Z|\$.+>(4?)AGI"KM|.YAKE MQZL3|%5N
XALJ/#HL.BVSXU%_P4D,0P7-.&XT,KMK?WU44;I|%ZBW) U+MB
M83O#ME#1|&3;G*\$=LEQ/9"FE4GD XATK"*TEUB)6S:S.-%NM>-?6+QV&&Y'6
M:PMW@_HK7 =>G*-ELI9S&L%I394CC\$JT1H2)Q_9:++!3T0TS.("VO;/)O!#(* M,M03|08"|
(PBMG6;2M6=+_|H(F_KJ>^MA/A\$|4C@W+3J>Q\$2%,GJ20)|YL2
MP^UICQ*UG88J'\$_(&*O2."G|J*) "U26>FX*V6DMX"N-R!AZ
M)YISEWA7B_>84:AX|K"W*#FGDVV7T|R?(@3P+UH|,%IHL;*)+JZH&P0C.3 MB7
I\$&EH).X;0V("IU0\$%7/7\$^+=HXU)Z75%NT'W/0_!O_MX6E(6;B|0B0& M"9\$POLHUA%
J|O%\$M\$-^NBBB-EW3"3<.,("(-JQ?@!J7VC.1|6I8RGNN1)"IM MB,Q)XE0I-,%4Z49K.
(E4T1"!49^|EIO?,"(E-I?@!N4VC,4|^|4S|HA/E
MIBSE+).WAOAR=BQUZ8.F<0U)W%N7;:E^UW5YOF>8\$2FEXEC WJ+EGF WM@PR+
M<@EYR|F@"BXYR@T1H62D>|M*Q2F%=B'.6D='K>NZ-N|::TP*KRG6#?>S'AQX
MNRZ(ZZP,'>MZP_=#DY5<_OPW)<\$5CJ9U-G<4|)^+NXU5I0R"T5T9JZD+7IWW3|X|"

MJY7\$MT&C/<-I_YK,88JKSD?,S9G9^#>N0.C22V\$|FA>:PT\(@X,) -Y'AP@&TQ7QY_*
(M/.???.S0G<_YM-@A M; >T08:D"D3@1-J6+V)\C*+Y\$9V(B"^M|W_ SI>J6_%|!(C/5
M\$W+%V|@MJ(L"SS4?|-+ZE5+FT00#\Z#C'*#5+@7"A2SJ>M@0-1TT;..X%>)
|O;2RQG|Z> M'XU!;WM*;8#G|> /CKU7.@A\$C)Z!?*M|_ &H+<| MI5:Q"-
\$*P:3V^?/HQ!;WM* M;8 BM, ^;MC'KO'6XWD|6?SS|@QF! ?3.S_ |H=_1RJ<723(D0Z-+)9! ?
=XG8 M()H5^KGAB|&S7Y7\$> _%!)G9Q_55*Q2M!W?"MWE\$| %WT#%:'=A>YQRM'4U
MNI,N%=0Q0-'1G3BCHBD96BY(95SYJ%\$DL!@(%3D;"^A!R \$N.3)"77:4I7U<
MMNRCA>KU*;-7T=;%AU=-Z1;'? US392")NL A/2IPZE88 CUSF|!%#!760=
M|QKK|!'5NKH!A-L1? ?L'LY?=>>.)@E,M:>G:'!21D2?B6%M^(SF7*+
<2:B?,2)".\$V4H"S+H9%GM2B@;:@1R>"@-VV^TOZD/H_ \K2
M/38R))VS)I;Y8CZ7(OS&.V*D=BD'X^-Z|HOZ)+A",VXF/\$SHA|_0WJ')C6_X M\$V#H3P4'\$A?
5!);C+QE@GB;.:9"JU2<\$;:"#?PC(H2U02_17#BKT_7Y(3 M_VA_T;Y?Y/ >|I/R|Z?
WKZYD|O7KUU_/4&9^MECZV12^_1J;LZ>MU%X>O7K_ MSZ/7GU|_N+HPZ?W^-
>;CQ^NJ/P:OL!T!5M;+G1O&|UB#G(+1X,,2?X.9)S MRF8|_56G#B_DTA>,E|I:A*?-
5%TH_G6Y? M'A^/NW>*2CV*WC?MQT^**-/R+W':+"#|H9?E_!RNWVQF2UPW7DS;,"!
<%R|. M2:N5N+LNQ-CZL#2PH\$.Y:=RD:CEQ*KLB=(L6(^;*'USR*W0'FLJ. C|6);
M';P>^AG |FO+VX;Z-25.OE2\$,UQ#|E"!M&YU_R| M_QW>37X| #3;#B+|BW&T3-
'S5%\$OD"ALDGY-1B41E|V'A'?.LB2<@?%,ZR@| MWUJ_?Z3_X49_!51?-MXN3V%>-
X(JUNX^N0@#-.*:(!4&N|(M#JY(30)B(P%
ML\$(T);.V47Y:4E02?,7TX,L2^ ^W5P;N@N%*2^FB(=O9GFITB5DI6NJ>ZZ+P5-MM'?,
RRU#_+14J""R =*K_S79|^N7OYC G," !14\$@"RU\HEGFVJW)NR'IR?W^ ^MJKN-;
<07DIEY;^=_%>/F)=P |DY^| %M|)\$<^0\$TOHU4@ZEK,=|/I
I@A&V5*,1.*6W=W.LHIX8SYTM%STH2^/CUB|7 M^WNCUCY:&D2KV;?
SY>+5@)LY>ME);5TCL242A\$K!.D!>&EM&Q)3W@A3^ ^#Z M'CB'-
ZH&5.0VRO34P@ "9+IN@|4MH.CAA(SX6PFOT|U+PQ%,J"<_ \$OXFQ3"8
MP707SL|&D(=HX4-KB%CY?S&ZH-#NCL:49TFE#0&+FJ_WZ*S-G&HG1!W#YR? MC2
/T<*0EO'-Q8VCK|/#"QS,'42)&U";<,)F,Z!P@E;W5SCJ9M5:U"Y?MPO2S
M4>7!^AC26U|YF\$?+-|!L7=#V|7*)D0BX=2+"?&.HB30J3-44|5S M;6?
I>|K;_7YRD"KI:.*LE?;*|SG95??7JU?MF.LW-_*N?I^HYG?>,,6A>9|>Y M#9;/N8&-+?
T^S9JP@/F7\$F|L=|;WY7@J(H?|Y>0OV6FDD\;BO>RAU"QI3|DS
M#;5+%O4A&V.H'VK#J#.%ROF=#X1S\$=EE7N1DE234>#0NH_8D1(%+NN/2XF,I
M1*J>'5!Z4PSNR/ ^F_>|FS_,Z!-A*X/G4+Q9MU\$|HX4V(I7Q1R;|Q M61.O#/Z80Y9&2(
TF".R#N8|.;Y'#NVC_KTT-*0|8Y> KHYJTL|O,N|ACX3
MJCRG1S|^ZD.=09;-2GK_D7CMDV2"1D.83.4.N!\$D<\$T).|)P%<#?;?_TD_&Y
M^Y'5CT#G?=1|X-Q12!%%8DO!.W1.96!H-4\$R1#">0J22FB1WNF+?9>|H|Z'-M(?)
(|U"%H?-(/34131,@-*E4 F*;*TR :TB EYH:UKE#|?>61_K=|Z27,@Z9 M4RJ3+P!4:?
W#"XL#";:M@6H"RD\$S;:KV-OZ>M6P|.CF9PXE?0KJ+S|N;
M,X1, #.7%*=#1"UO;R;H'SL|>O*JEJ0&R;:9 NWQ| MNH;.*9U+
{#"2154V,W>O30P0#QH/M!RN1HX \$75EYZ():3?%=21M J3PF7 M7LI=
L;J'CT"0'9&9Q^"/J(?);!R-\$OK;=D^S>;@IY-_0_H|0GS=+%9;9K8R
MZ|P2<8YK(GWTI2* @)U9S% Y\$CE|='K|T'D.?WJBIJ+8|'O)0.A|DMK(|/O-
M4(5!BTS30* @&262@:+:SQ EG5')OK'5LGXA^VD|GUZ4 M?&NFTY<7*2C'3KDL=#
(D26^(E(Z1D&DD1|LD) ^"9 :N-55U/C^J4_8|)2E4 M8,J05RINI&?^:|A(O3.9Q>W9W)
|Z=9+E<61."6X|80'|)&F3))ZAATHCE&+M M;9GJ(87;<_A1V5Z#81WNCQV,'@>ZM?C
^;P|G|=3OX#%<>0@\$|N1X;:9-L* MI?SO(17T82EY\$XZ%/I_7WP4YP/=^@W6GQV
R1!+@X|X_ =*^G.U3??D?W8_RM|J- M_|HD&L^B(CQZPHH9*\$LUN0/O<./0EO-\$@R\$JN?
%?EGL8?|T#QZ0\$#89O55S7 M.M#U;AK.+V.YO7WKYE(A(PMZ%K*R-ADAW'-<)
<6ST23)0\$5C54C::=,LK|_I MRGZ|(>L2@|?&'4<+|RZMO/'3=NX#VF)QQP1*F8"EBH"
(O\$(CA\$%,E\$B+-'2 MJ&:=/.HOY|>K<71_|!JT.?Q/MR-EMU2B?/F-XOW49|N)^?G?
T_G|2'LF_08,INJ7-"^+37KBPG^*OUD_ML3QC7-L<3
1B:&E8@3ONJC<&KBK*3*+RM*TFUUK)+_4^L':TC"|WDN@|)\$W?7 M"H-7Y7A'L|+
:;%+K2!+PF&BS:(R3@<9^JMT5IOZI?|A(1:6EG5 M^|1L?T33-
BT=5W9\$\$_C*W|_*P\$|AZW3RWY?I3E.A%)CGS"34^:+I.F0P#MUO M%J(.A+E66IK5%9?
TS';Z7L\$WU7^N_'.|),L.&5|&:DJP_66T>-\$@XX(@F0T M;NQ2=3U/:9I?M?
>@Q8"_*@ISA+U@?M8.6BK+%3\$65!EA(72DX+F,H*T75OKI
MC&G6Q_393@:HHTC| #00H0^C!&|EW ?MK6\$!-Q@=U=-^'KH/KE,@F9(E0(|*
M/0J!HXJ!(ATA&62"8EC)!8|R6\$!XZE6'Y9&;O6=@I7!\$P(LD@0B&_ \$F>0E2
M\$!L9=Y%*VDJ|GEZK|UY\$|FCUW8>%%IGM6P9;C*4/38E2XWEC|WNGX-77/J|0JARU|30

M7A7H|2C|,2M|!U*-PW?#.TK=&\$1FPYXU^#N-MOZ<[HHOYAB 7_3JL|ZLYH6
M&P4Z\X1,\$*B+T*IR>>CJ->#?^E1=7JJEYAM@_IZ=G\$QF|I# MR92FI>\$?4,
<""*LHXIO*M*)41-&7-=CJ_M3?^E076(-%[&\$2Y,MUK'TY,JXR M| C-C*D+?61=W5VZ0?
5?DW0>7TW=^0_<%|?=JE40^)|F2R>?#Z52Q_J(5B7
MN\$V>:JZUV=G/GC.^\$5*!BUD303:XY;K*>7WU| =M|YL+7AXM?SV6.5L@D(T1C
MN((TI*!F?"F_ |K+7>B# Q-8AL(\$*++ M4(R8P3N!7KH.P0D>3;Z>;=D-V3-
1E@8T5(R3+.;+LT^EM&IU+%KTHJT3 J@J M38L,.MLFL%*9'W@6-JCD.PVHQ\$^JHP?
XTZT.W'O@+Y=C-I2&BH|J#8CUW4 ' M&'TPLW;+4(#A*MF1BR MY|)U&E1^:
WV/KU^>LCL,J|_8&2NKB|6(>LM+>N/-E2\$D%H+L'\$(.\$:KYFR MU
G=*3ER!W/W'CK>N3M(|+.;JMHHZ^ N' ? 1)-X)H)#XPJ"<+Q#%;AFJ+@
M2F@MF#>=4BEVD7?WH4^00+UE5OG-^V>.:?FZ3/'5|S1WM|M2+#+-KT-;3'I=E M? !+I
_FM301-YNX.6UK+Q(???C3(W.X#!MD| -W)BUTEKI;KB-5183PG4E(# MQ\$;\$%:-
%7%\$!3Y(Y10*CU5NY;L/RRQ+>=)MJD-:@<=ACN-:76!V0-0K ;T=U MF!|A'?8ZJ;0 T;
<(N6Q'J'1)VMJ;T"@^"X(!RZRT0Y.99^U\$<+7ON8;6REV MA.+ 'UHD^\$A|!%|:|/C^YY?
I;T,OSV29M%:)QZB M&C_L5HO#':HOD(&X?Q-
A&_J9!G='|A'3;Z=KS\$2PYCBB0,7'# \$RJ4K!3H9H MK-|FG| #U-+|,FR)Q-#I*6^TSTG5C ?
318#FAR M!9MUSDZUUI1'@3U;51E.0Y,QB^L-<<3!<9Q-R>\$"O MC
(Q2@1K\$)VH|>|L1W/P7DC'U2"C\$FW5<_0W<#U6;+IZ%\Z8T9KAVP.*E=M.
MC=_93!@XZ4W4.474_8XY!EV?^4N%6A.U|2P;J4?6:S>?_T#!K5;BIK>KFN62
M8UZ|85;'YS7MGK7/FH^HE=:M+I>9(-KA4;LH'G|B> (^_ 4HIV CIX;29KUK
M:BS@&)|D7072& HP\$6O J4_0J|3+3K/"O =K!N@2%";ARR< DC8X9)BOHLN/0WK* ML?
<|&1|WZK!/?#5P?3^6>3G(Q:T|?/-">B@8B/B=3BG |1& ?@>,_>K&HX MS;-
Q.6K94.@68-GX7UVLQC%=OPH8%8K3;L3:ZU0R"0R@ (U9NI*67V;/(-@N0
MZVU5A%UZ(Y4U?6G.AD'WH>,L(I';H%&A5"Y5> "IQ %U=(G2;*MW4/C0/M/
M3Z^Y&K|#-J ^Y#2(^: ^|NT_I&X).|4H(V^&B'%(@U@)WV97*2 ;EVAR,DH9D
M(-.BM*8)K,"= M&_T;*,)6QJ?>U0??,|7J9JOU. NH<2;-GH:E26:TLF(EC8Q@F8!WI=\$,9:-(
M899G9FN7BSQ\$|:(|MH&L-->3#^YB?=O6!5@AY^JUR+| |^/C| MY33BCO>|"ZO)?
=?'F:=6<"8|."7P.;T@|,B0" F6>X"|7&C&^O6.|)MSQC? M<*C#P:RZ
*M?|7^>7TX6R|=XQ\$V6&|B,U&CS!@.>|8Z6KT+GK91*4L:BSH|&
MS+H6F&|_RK.@MH(0J|^SKY*_6&V3.M2|Y2<=H34!(!&I'+/\$H3"&A*&=4N
MJ2RZ4KKYV<^"R\$ \$"JHIK*"1=|&@|Z)LTB4 9S+N%(JBBZ(ML)2353Z::'@/
M^N1S|&|O@55O+U;0V'MH7'(Q)PW!;HE|048TE#@PCA|+A&&4VO|TV>=(W|X" M:|#)
|<1KOP1EX&BQ;)|3X&W6P(*)T1LN?:P|TO7IN8KE^'+J@:>@TZCPCG\$/0.I9\$
M90E&Y5*;X+,T'AV ;H6G1ZH\$. _SDL72@CY1;<#^9H-|Y0VL>T"- ,E'R+Y:@>_-|Y
MHI>L0!6Y;GIW? \$C+L^!BT D|HJ;=0#@4A9?9@#/.J*9 MXZQVR6
>/"|9QUJQN#7R6+^BY|W;WSZ?AJ|I7IY?UZZ<^/)EU7MTZ|9|YT^
MN%:-3O|55"K&N:|!=|1*)^*)21_23R"2H&)-R"|M5&*8\$*L7<6Y!4K=G>HJ MU.-
HYEYE!Y)O55:W&@+@|@0;-=% YZE3;('X\$QEA%*S4X_OG.T5^JOU)(LA5
MN4M*2A(Y@D\ER*L5V*R)BMICL))|=L>5X<,IP|F=7<:41_YCIDUT@772TTC
MZL59U_21?00^JD)H%W)(\$8*AI8N#4N -*K|(R3I|@S/5W>AC3R-JHP<|Y#Q>
M&I\$)RB62,F03&.**&ASU&00N=Y2F)++(.XW()Y-&U(N#;FE\$?00X9AI1B#R8
MDN2,GG,&1\$%0AP.>C@H72X@3VG5-6G@2:43|4UM)B.W3B')PS&42P802CCG@
MMF04\$VBP,&-C:.?5J^ ^2A^&D:T?Y\$#A)8^S0B*8CUF06(1*(C8K;L|/*,-"L
M*.X2+,6N6^T1IQ\$-HV|O@:5/(PI42^:L13^R%-51(|\$ZPH%PSPG+EN40GWX:
MT3#Z|A;86&E\$4G,3I250NO/|HC)B,IPB1"% E!;N%I(CTK'AWJ?'0,C%)MZ;,:#/?:\$UZ|
M6^RQ)P2UT(\$>4AXG(
RPI**&T)|D2350O|HB.)H7N,86)/-.:0<|2@*"L02>>PM1N80@*4<'IZD6W,?S'#5A@,1'
MR-.Y7*3XVVP^G_V%\$% ^|;RY,EC^NH1K-|.10*9,X|I%*'AB1=FZO">,
<|25>GRT*O:0N.!1JV#LK&!R%R#-XF@ M.
SQU'.N8J>Y<7ULQAV8GH>25)5|@|JB7:F);B?A46|53KCT;-#ZD:660GK4 M9FJMK-
Z2|HC22%MH146I-P@JHDDELE)|@;8U\$.IP|1(-96N5 Z*-3\$%887CK M@^:H\$D+.'&AJ?
%0=63+U,X/;\$VYY>1|&IK*^>"#;J9N_AQEXU1-|%@-C>AE M")K0?RW&I262@6?
&6QFMS*'MV_2^9:JF=S3;) "4H6|8ZJC(5G992&R*LR=IR
MTK@5V%&D:O;AN\$NJ9A^I'G&JIB>2B|0R6%ZR\$+SBX%7VP*F.R9-2T%W;TCCN
M5;U>O.Y.U>PCWS\$S|K@>JFIFKTXZYJBMX_1TW5E\$J5C1!T=/'Z*KFWM16\$F+|
M5\$V.CF:D-DV2B-HF\$N%(@,O>@A)9*9VM\$| -SZE43-?;JCF(OKT%UCY5TV=6I*!T2_-R:
|CX0YCGZ2>4 M#Q!Q |V\$6119Z)S%B SY8@LX@8F4LD?4U:(X)6RM7MTC47Z#F^V-
>=|)-N MZ|_<8H7F^HBA1BEE*.YAV: ^*.30XKR@018TO|S>"KAV_OX|@_-)|*">S:@*M

MJLW^GO!3W/FGM\$CS)N;_NLD?TA_==L_J["5AF90^LLF4 SF?Q=GYN9M?XT%ETS)\$-
\$HL1OR\G4S<-9787 MKO=TEM4Y'\$.!>)5I0,\$+OY>OI ME=HI|=&*|=R!X"*
%XG=\$/JML(S'ZIG=!=5++;'KQ5BW MJHJQ#U>B9W3QMK,!\$022YJY(\$IFH\$JH)
(+A%?.Z/EV\$OL&NA 'RF/4V(7 MB==HFZ)):D, H=%,H\$WPFJ5MM^TNOXK7* M#8BU)G6
T<^AXY^(@L<JJR*RBL;,"XOY\!XAR6LFH#&22RN1P MP\&75G",**&MIX:'&J_=O8<^0?
+VEEGU=*QW4\3.TF)9HF4?TWPRBU=M/8,, M05
+S+J2*^HH>)83N&@CY1GW&M4UJ^?Q)SQUZZ6:|+:63|5C=&US=T#UN&W3
M@IM#1)/J<;&#W&"".'%O49GF%\$S.6W*N-|B|1EG8\C|\$WOSF/%.TYH|
M|*!V/R%63P5X".SS7|.U+:&H5T0&2(:A)FM=6FHS"R8DDDB1A2@B_-|LWCWF6
M|.XGQ";52//)JU79|ZV)\6FR^-=JJV),IDQ=A,!2+MVO59GT12\$1!.R,DC36 MGR*Q'<|3-
!"JR_RA/JAZ^O!Z-EW.7;@:
NV^K5G)XG9,1C%HY8R/#ER&7:5Y9&_#\$A)Q\$H^JD**E|=NTC:T>.XL9#Z\$=?23?0"ON
MGG.G?|EOZR/.E;Y/A10404"[5|P06?PN&LFXQ0+K'9AZ^-(#E'>48NM6751 M-
|A"O)D*^-N/FV_/DES?,C7'^_3|W2^TG^CE2\$^17!2E'2F@=(G*A-\$O309 MO2+E-
FM=|RM\$-V3/Q<)HP,-#;='5M.5Z7F19^^(AWK7YW0%L(^.C%|#6",M M&-^F5,WH;G
D|0-MM50N\$G3&K\$47CR0/SBH#7!G&HY5)9OO|=&N'*7-TJM6' MI98J|6|Z|7*Y6\$F
79^_CLH8Q*)S@>Z2Y*(">)HT)G89'424M1N2OT3. << M"UR?
R&TJ,Y"%!E;0W;'I_TPEPSO%5|JQZ5_27;MY'|_QK?P#\$|Y;GW,\$+2/ M")<'?
(=*KP.BHK#9"^\$Z71_W3*;L ?'0==OJS01:AE+"S6ZDR%XTP|CZAKV M0;?=LR
!;+EE0'SF6J5@;*A=T=\$5V-/0FB9, M-*@,^VD+>,FD4R0XH#PB-
B|1KXDL/SJNG8F*N|.SU(^UZ7X|S1@|@|0950'V: MO#OBN4E< JY8(U26P4AG0-F4?
58JVM!V+L<3;:I?3U?J|=&@X4-";JW|^PI MZ297U7=QW;L06>*7>\$=7T11/PA,/3!N;/I"E-
D_&53FUX(Q)36LW,NB.|CEJ M234V*EX|7.7BW,=Y9RS)Q_ED&B;?
W/DMTIA|JHY/G1Q9JBUVF@+(4Y2-1H);HV|=P+P-/6D;\$D_U!93+U\$A_?
HJ97C<9(69R1P3Z4TP'C@ M"\$J4J+ M/_4FJ,^>N!O//?#9HK_L C9B7(4.
6N=#Q"V|)X'A.GC3W'JRWG?EA4>|T% M<)3N;B7";S
U|.BU>02E09MZ*:K.XJY'WTX|C+WHX|4CWCNAU)>O&Z>^Y" F..>:A"ZZ7.O>C%V==YSI
M(_ Q%4*@@@?K|3@ET'XR+H.U5\$'@5CDO>;2-!P =W|JR)GK01|CS?U044AN
M>;E5+NT-/2'@;#&@K4|E7EY5.PT'Y_,W(|>"2;^|%'@&/_=^2'12*#!3 MRK;0^
&C@P8>LX|N^IS5LYK|L3^UE838?NZ'19W*F5+(5@80I1V_18F"#(E& MILW#"4U/<>
|'_D0.\$EC|N1|.2JF"P,=;|"(BMV!#*;L0-D5JM1:FZXBE(Y|I M,8R^O04VPMP/RHE51
U;K711|!):&")*..XL+2'O0=Z=R/8?3M+;_6U|"/M=4ET4@F=*X,CV80+*NR4
*498.;/2\$ZO;3^L4AWL\$R;I!'M*U_7@=4+|5_M;_"&.O8.W4/%45)9(P1PW3M:|+C|1|
|A.QAHFU8Z?WVW|HPSTME MJ6=)9&\$H%9"HQ05*3<\$EPP WKLP)JM&"A_JALXO9?#GY
MCROB/RKQ_0*H%?3^/_;+W'36HU!6N5Z_3F=)W<^4^* M?T/!O9|M%B?
3S08GKY;+^<1?+EA//L3C|35"*65171&M,V"H)8+PDNY+R|) M2|2*0E1\$J"A=BJ'C/M(\$X-
-6K6-AKD&\$|O|;LK&+2N53=LZ6Z5OHE#N7P44:
MT5XWCI"2PBOK=RWZ&9ZGK435)=Z@HF3#YCYC)A.>%1K8D;" +O1FN\$Q426-Z* M:4-
MS|E0/=S= |S4;!6C#0I*^E<+949,X%* L&:4%H%HDA,(J BTTY;PUWUGE1/ ML7:M7I9Y-
39&K\$Y??+"^|^_ 'VP^?35Q_>O#|YV/G=A|^|_ ?#ZW=O3(64I M'3ZV5EU*WQ54*DRY-
D'=^>GEMV|HF_Y>PNS3,)LN9N>36,A_G|ZX|{?3}>XF
MM|H6+;>""^|+BK(PO(BR!=|8|TYJ0*(+(H;9SL!_2PTMI0=2TG-YC(_S|:O\FKD
MF.&1>*F!,4I L#)MT4<#F3K-1=*9;8XKJ*Z7NS >*BVIMV6JWZ*;N?
OKU31^2M|GY|_18|Y*/CF| MBMN_GZ'M?IV#
(HSCF2)8|K4"H=';B41);F2<:0B>M%NIXNQUZ,/T-BV,9>S ML8AHD!GR;OH=W>55"
|O9Q3#F|U6;D2\$AD>V?5BL2TA%OI0#(Z:5?3.+ \$S7^RN"=|4# '3|'-
#A+|>;33^97MJE_L7765QK|)UG
M_O;CX1|>_|\$K)|@8+WB,\$I(7:|U057IT.@;991\$HMARSVMM73?QC!4\$JZMB# MS-
A#T7DL89!'97LUD,\$02W@BP%1IT.B%!!>T \$VSU+9T|B.UXW!;P1PJL'\$X M|=BJIT-
H:N!>WH%3JA!ANS+W%U-9H&'
M+F3C8^X0C3_=DOQS!"_6V*A(3,6Z@.VHUH'V#KCZV!|=|*(0?%
Y/|=,8#.N!;,>_|4071GZ5P8<&1\# M*"=|E-9%S6I/N^N#
|P#F8L/H6"MBVBK1Q_DDE%\$C*ZQG,9*D!1<@62EDM?@% M!1#!)Z/1<"8Q9|E.8>YA>;
|*L;_ V|867L_P|,1/7=4+?4HA3;ZG>')/:SW7 MT21#(7)5|M+D\$6QTZ!(I3S6N)+#:N0Z|
#Y7E:E,36U_HT|A:%%=HCLV+|6* M5S>6|,RHK(-E#C+G")\$1"I8P MGKU?P!KG6G(-4N:
L;G&>A*ZW\$O|48N>&-
M|>V@A#>3Q545:W'.W|KY=#+|LJARC|SQ&=5OE_=96Z4|YP2E!64,&HA5'D\C+<
XS4\$|JD.T+M5O%M '7_7DF8?/N@H(M45PLR\FBZU="AB8FL&B1 3J

U\$2KG:Y>!J05VUCWR,WT9F<23 U2CN;&N-0T ME0^Z"CN6%1<6)X2DT*
I=CO.3GC/47I:L=.%^66MG6?-IK6G2G0*0W.
M0%":!7,\$TE#.@*66N;\$XAM)C4V0':!\$(+3H(KJ7I:>DD22I+\$VNW!:@%
ICJI3GY\$FK2@W0.)1^BF%<I=83-! M6IVYXMF+VEYZPU_I TS8DBH: CB> J!0 OA,&?A
A6\$R1I=JGV'IX'P12E6; MKP9I.#MX 8H8X:BB:/N7NO).|T03*)(J\$PB*OE(I:3IKAY9PTO?
NQO!XDUA M<9ZBF!:/ID<)^%>YI.WXC.J70ONLK=*E|WJ?75P_ZS;X03C7U'GT#&(); 46
MP"9+@627E>>6J%P[?KP5S&";<>.#K^Z(8N8Z>!,A>65!J.SQE7*XP7BKE HT
M!UH|Y_%1(&=U-;A^H'5-UBVQW(%>I.2JQQORZSF7H+)'&6B|Y,OU SC::!TAV
M!.)QF|.9&P)*EzS\2 B85))I Q-.,1Z(K!V9'(7H'3>B|7CN(I#ZW;'6?N*U
MU72I:9U,3)RAOX'DX6-Z|NZJ\$6DK(0|HZ<@'#%@B*:0-(F&L"#=9MN4I:VQ M>CSW
-V8AU T&T6^%6^S=B#|OVYZZ>8_F"B#M-=#F(DSF4F#;IU""TK&(I"@ M02-
^9X2A)G<=,M|GN<I2\$X;*M|&>7YIBS::K?.;<^:ZD&*-_XPY&QGWB\$RD
M\$L<6!+S)Z\$S'&!P1\$0'7/@BZX#J@CE3U"ZIST.#^S&,5Z589R9(%BA50+,3
M(\$2Y:V4Z@M.2!"&=H'\$,I:A"YQU8@/YMZA^W:FKIH2Z;=W+R"M<)>+2F2(
M:\$VA^J(%Y4)R0(-7B; HLQ =CY\$|(3QUS1A/_@WNL5> KXHVWUS.)I,OB'DR
MBU<:05|(IS2YB4.7XN S+JG+GG+PF9>&C#(C:\$8 W>G@T4)BRE=03|N
M6N.Q5'TB8Z?WX?+;MZL V,9+D86QOD8/Q8|#P;PMR 5\$HOSG\$G>>O#LF/AS' M4U>?
D9G8>LW=8BS-A|.3|^>O/K|LWO|SZ|^O#ZW:OW?W_WM|^_Q|^#QQ-
MT^FCZXVGZ;^2<3JTQN15L.@ >|L:~?XLT!7V\$30W*K#L,U6Y|B;_=#JT*E.* MC4/\$-
T&6OE@A@|^=%F26T4JWRC!J)IUGTZ&UCXXUI=#:A|YCN>S9W0Z/)1>
M>GR96#K\$ZR3 XOD PF8F6*32N>JJ"YYUA|9>ZM&Y0VL?F@|3:|,|PE|=6O>A
MLW_3S7VX.(S6).N)M)H!\$Q%|6JXL&(I;NU>4BR0CM_7=PZ?6H;6QL02AH&F'
M5H5KT4%R2"(J\$X\$X;<2I"/S1>.X<>A&U^_P?=X?67LQLI=#:1ZS5|ZD>9"7> MN)-
NZ5YY=!!QQ6>"V9AD%H"&'&HX8QJM/*L@4U+2\$R.1P>_TQGH|B:W.QC
MW+82|*C3>?X^?+UO S:OI<JR0)6FD.09>)5T\$Q|-88(+IT@,L.C:KJ.T\$ _MB.-
I4#::P_=&=LVCBH3K7,*%/B81QP11*X
MULEJ|9EES7>8GP%|W@K4CJL&JUX/P*X+NTZFM|JU |80PT09?.\$=5&4 6-0'O M+
.*ZN"\$)=G)ZF,&^@|!88I5C:L&M9V=WH+?49|7QT|83P-)B8\$|&DJ MQ?\$4G!8&*<^**XYOC*G=D'8 W!>F=(UX'*|X2_4T("U39G&CSGO'E4F=P+TRMJG#4H!T:SGM/9?
D*07E0=\$K MIUXFH024QK|H:(I*1V\$'C'F135(R\$M%:OWK@?
6\$JUXK)AUJHV|0@1(K9HS,, M7G@&0J8"*G'(/JR 4?::?94W1A\$A7?L#S?_U^9B(V=9:4-
!>ZU!H\$<&5@5=MLA.YCT);YKW6GL\$UPL(SPUHX&G?"=H.JX.+E.>.VLB@|I,
MN1=/#ES* 5*BC&J78ZJN*3_#|_PTD)KT&|BZ_TSET\$COU7?T@+ZD^X-@|N#|
MS2TFX8P%0YR(:*EJ%4!0;L'9&,%P:YDV&>50VP#L!?!#YZ4X|?AHXK50 OIF<
M7^*O/M1|:2A-7*!9("KC70,V(P_C4%4X&J79T6SI MSC^EY>5|>F8=|I\$2
4XG=)Q+*K4/2>./&HU,/%B=:=-4Z!;AU.6:M(?P|.M@^V."79F-P|X;
<V+ #)EFA+2X"K|JC\$< M.O5GTEK+7:: KP,K5Y|)O%<)" V>YNQM*>VHJQDW#S^FN-,0?
F8UA%N|"/?! M6JH%J|6^FX:SB^+7?1/-T\$#:G%FN6:420F,DI("*.N57G0I9!86D.3WKC
MZYX@H,/'S,="WZBC&5#E!_2WDV3VN< HTB:CB%|,4J|.C!1Z|&9-HMLF|
MS>S9_53DWE-?GG|L+_1#91"L8)|YX|V4'L_-5*; 1&|!4N7,&|UL,DX43LJ
MW1W=,U.CQO2,D0=PFJ.3V?RZK37B1K,+_?9I6BQ6Y^?KV95??P5>\$EDL|2<
M!0\$ "H8*7Y<SS^C5%:1GTN|V M:K@#*56I?G\$ "O,%71F9.O\$D&O;G:M4*|4;T471H&1X/
S-;1X=)9RCAZB"KP M,CK<"W#9*/
D:J51L:6J4T_F5GM@XJH:PA|JX5^:&UFCWT0U^QS4/Z|LR2?|?KG5&|^RBEHKR,DJ
MW\$JL!D<(FB?\$1L6BD9%5?Z>V8*E1"G_G8K18&|_Q8|?
H@P1Y3LX2|'|&_MJK#52P%+E0 HV7I"FT, M&|<%6DB&>BJRS;2V"|4%RB\$;)0RC>(?.
I"/J% H7K#V%=E^1V=J.R|SV4(=K M:C"8NMWJ,\$#NHRJ&U%%F+Q-
H7Q*N3\$+WB1%2F@.I*W*0;0^01HK1(?^!>I M0Q|QM|>#ZTHEVE4Q*
Y;5PH.Z\$ "ZR4'8@Q:7TR&Y&O/T'H4R&'MXA*MXYU@XX.N%J-TJB"Z4!S-
09R|E,5&"CP%E,VMN%C MD5.M103*2X?O&-%UPAT0-
RAG|9=*)_CJ0Y9&581=2KLVG=1"|Z MSU5V(O-%H5#AR)"GSP,5*?L|FUT|L?
HAC_X*!SR;EPX0|TER(?Y_RD)G='U2EH81?>4=P;B|7|>W)Q M>?;:#Z?_369?
GGMON'O+|^JCLF::P@,^5Z%***%_I;FZ7TS0H'X|I?JJD'0>_2-.B0H|-"9 ML#%K=*41_?
+5:BPA\$|9"E>YDZ=+MUS=^|Z4JM1|G;8H4+HZ-4T7G6.OT|- MFZ3%G|
Y3_Z2X|EC6(\$S4|D'2&C|^9^/!85Z2;|1 / 1#)|.PN&#ISY1 M|K=)KV_.V/4OER_>+=+^5_
U!+ P04 "J@ A9EM8XR4T# 0!4+ H M% @ &US9&QF+3(P,C0P-
C,P7VQA8BYX;6S407ESY#B2)_K_?@JAGGUC569" M%P_PZCG65'ETRR8K4R^E|
ZQM&=AN"AQ.L10DQ*S/GT"Y",,9% B! U8Y- M5V9*)-S|1|K3X?#C7_7|Z.%57:S*?

N# T?O#X"7=,6*|N'? O#E_CU, M _ OU (I 7|@ - ^ ?OX WJ|HYHF7: "FXGC-&?
A6K! ! ^ I&#OZVJOQ'A<@| + T/:R|6 ^ K/V5YZ*OA3\$"-IFK(8YKG/(\$H
C,4,|A(I.51A'P4Q,VBRZ+| M ^ Y_D?PBN.1#BE77SSW |P ^ -Z_?RG7W|Y|NW;| ^ 3:OG'5?
7P2 ^ !YX2 _ J _ 0 M7?|IY/I087.UGV79+|UO=Y?
6Q:D+Q;+ ^ + _ |MP|W|)\$ _ 85B4|1J75! *HBS_5 MS0| K"A>-ZBA@4N7B' !; >70?DCZ
" ^ 66W|XYG_VQ_JXNEYR;< _ M>ZQX?G|9954=K"JYS"27?BRY_* = + Q'Z9P+XE?
M>GO%I@KA'WHRT>AS#|:(W= M>V\$AN'N&>V0FL|JR ^ 4.J*-M>|NR,UF77W'-
MZ+59KO)SAM=B3Z;&|E#_X(/I6
MD9\$+ #1C3ADYGNGNL|N|K7C+>6LN#I4'! _ NT/XF ^ +30T?,'Y>W)1K7O%Z?2, ^
MD\$ _ |TS.OA \$O'VYQP6|* _ |A ^ 7. (IXB3% :)GT-\$2 S32'RIXHR%&,5)P'U _ ML=Z|Y
M>PB|W6WX:HH4_Z A ^ J"#@L'JTU%VZ ^ ?X\$) ^ ^ 50& _ GU+'O0 _ _ Z MRYY1&W
MYP=A:29_2_L*|*A? 4E?X (D:Q>|6=\$#4DOYS5|5Q|*NJ+ZP>Z6J MA;2-I#FN22-
NM|@OTN'ZA2_7|?8G4/ZDT2QU>K ^ U _ |Q:/1F*OUX9OB3M@Q|L_0&L*L8KX?
2> \$?'_R_PB5I>>|YO5TS,N M?|OY% " |*KV|*|9&|KFN ^ KN|Q6? *% %Z=9SBF&/(D(1,)IA2D.?
(A"3)(P#8,|MR/5,@|IAYY9@RP;H ^ +@ "'2=2"00OH&4&?
&W8 ^ ?|U;84BO*HFPSYHNL;C\$EZ: M2"1&O./JOJ M7-IQ6ZKU4LAO)5??WRIN;|L.T-
W3=?%2| \$N>'U-ZG6%Z7KA43_OA-!+LH" @C#(OT')&7# #IV&KU6 ;K%:BV3
.QD9, ^ 3<7E|OHGQMN _ M_2QU4_X*M|HI5MXL)>- OEE@U.W\$! ^ 0% ^ V@B)Q2H _ ;R|6
M| ^ * = U' _ 2,XI.W@HU _ K:SUK/V!X|YAV_C9UM.08_29Y_EK ^ 6;(/ _ D/|LGUH
M. ^ |!GGWP=2N_12/M\$E|+!MT)BL.:?Y<@ 'W|HG-+2 ^ ZC4U7KQ67ZE?N-/A%>+
MA,>Q%R(&B4>\$'TIY DG,V&> ^ ;")YN%K _ N*|P6PCF.E0=NUTMW| ^ >/_ ^ YLWUQ_O MP?
6?/|H|H|N|C _ =WX/KC6 _ #YW8?K ^ W=OP>WUY_O _ !/>?KS _ >7; ^ YO_GT|4|/
MJ=\$!6LU7<02?GD9W3("&")|G ^ SY\$)L|P0EH6+'H3!@_8,E'T*\$|ZZ??)+C M+
|K)\$J:VYQG _ :%R'3_F'5?EPSZNGMYRL%PBE/,DY@YSFPM#\$?@X)BCV8T21*
M(M _ +48X6)T>*6XJSZYWMW+ MUT"QNF6|R/R9-ZKF|(|JY=?
Q#WMRR3 ^ LG ^ '3E>:Y:6Y*,#V+;E|@9D|EV_6 M':>;JMG-=3N/B.\$H35,/)EY"(4J'".)<L;?
R+,GB, _ TCA,=I _ \$<\$H20) M|C3US/994-
1,|E11|33H2\$KPM25HT5|;DL>2F3Y+8E83/23DL7D>O-9,|V6H M1?
|OW3|VQ0M>2M/_ F0OM+JCP6N0OKDMV ^ (/>E6T ^ OTT7'W|;18?%OY<;F1CW
M|CMM3@\$ ^ "P_H79YS8? ^ 3,,&AQWV8AL2#B(<\$8LX"F")CK,H\$G|V/% ^ M=&L/H
M*S|O ^ U|VXT+*QX!&?;P<;):K;,%Y_Y"R|W M7|Y
/I2% C%= ^ 6C _ R|CV\$O%TM" _ JC _ >| ^ R,YSPHB?19 G&\$_.4IA%,&6.0YZ'8 ME _ H\$M%
Q2"8,N#8/#3DNR0 ->M@C.2PK9@#'|W_9,,+Z#%S! ?IX"0>MX05| M|?
Y4.;ZP@R7KZHR:?)M7Q?2 \$ _ 083K?*4T%H;72S2F-YO3CT&NMKO/ LMGB|
MV%O+/_D=2PG%39'#9|>5.6"A(AGGD=@DF/_HCSW(.% ^ " + %' *0NC*!1/:5(2
M<8 ^ 88_O;4!*; >4D*R"HU)H| |=DEV0'C*0DU ^ *DKPS,4*Y?KGB9G#?1S5O#=:
MZ.A9WW,9PBU8+66'&<%GY'.5! =PG|J9OV>\$'LWV/7>/F;I_X |X ^ 695BSWA
MT9<_AT&0IXS(S"SI?X4>S\$C\$8(C\$YHR&89@F2\$?7+U)R|6B)#6PEPS4-;3TE
MOHR.F@9;D5E/?1N2K:Q&;I*V% H _ *:\$F%+|_957|'Q3U6WO\$;S#3WXZHLNN*B M=| ^ ?
>5GSMT7%J7A8|7O.ZX7/:1YZN0 ^)%T1"B6,\$29|SZ*6>|.(|S'C.OH| M0L|Y-*6C|< _ F
9 ^ |B|@Y|HG?6. J:FT11CT%+M'&'24P8XT>#| \$A|9.*PH
M2;/'J,VJWXJB'VNYZFWZ"1WW%98QV;L?3V2U7. 4D<2/\$(R"@ \$+\$/0 ^ F7A#
M#,Z|L,J.DDF/654%\$4LZT;)+(+KNEKJM*'E0T*51=9% SAY1|;P| \$N"-)@ ^ P+U
MB:MIQ2@ _ PTIB4W8|G;DDML6# _ %7A!K1*+-%|LRC;:|7HPK,HF:IX6YU3OEY?
M|>5&|JN-WBY _ "&+V?|:|VJ*|HLD15546|B:6"+2|M*X67 ^ H ^ |
M>CUU'55":%Q7;8.CH/*N% @N(="5W\$BAE0C,IM@ZX0857.L ^ ?447CNU'OM+| MN!|9*
L,W2.N ^ * ^ X+NAUR=X6RXVL,)M%?:&W*=Y ME _ +W,P J9|":Z/9-65Q\$|>="(^E6) I%
|/&B"9"=1P|FKJ< M _ D?|LZ#F>R3RQ9|@FJV>Q=KOE_A!|?-
^ X7;:QD=2:9(L|/O|1|:QH|/HOR3| MN"=@07 |\$S\$B _ @JR5MR%\$:\$,W(9+JTYF _ ,P(E3?
C1B|U+#+@8_7TM"KOUD)A MWQ:RPT;)=NK|EM.F ^ (,MD@CF/*413'U>
|AGL.42VD09J&.JZ|" MU+&V|KYCX|JR?F4J11LM12T:YE2
6KY2|VD"B4PU;P!VQ!H|ZL%=="0EWFQ M'0-7 _ < _ E@N+)04;:MLJ!%
A.6_ZO@8|TGW.O<:O+6_X8K5;Y:KFM ^ O?BN? M"YF%V_875(UJ7US!=4R| (OP:RK*
ZKYXXK*IU6!?:V|ZG29T8MR7P5"(<%O! M03. ^ K0B!O=:*:I*!:;LO+SM?J'M4M(-
|_C5)IGKIYT65V53C+W!RYM2)@86
M+ _ PIYW _ #XD ^ VB,*0Q\$JP2! _ , \$2,\$YC)QLM1SG\$4 ^ AE*PD2C-88)#TIO ^ .1V
M&3NZ328& ^ "9)5 ^ "GCZLU!Z'B9|T(X6'E=P:8O6ZK>U; 'D3!#&BY<0B=3O*Z M.PC-
\$M>M0JF9PVZ&Q4C ^ NN:B, ^ :NFXE|F+=NN(:EG/7W18E+6N#E7XJ'QZ4<

M(E)_%EN/I ZM*?B3\$=BOW@D3FSQ**Y";+AUE.N/B;%Y\$@1WZ63TMC'Z;OV!4I
MIRDIAL">(!5!@0ZIJ8VOAZ!7&U3YA#(Z89I"H;3<^/5D'"5+C]"_74SZ-6@
M&4VJ5UOFFA/YZ5O)V?7Z/2ZJO\H*D^X0,H\2+R4A@EDJ!W3(.L?,9PARS!'E M?
AR&@9)%4B,WGP%JZ. !I(#T+!@YM]:'W:[JID3Q^GM1+S"G"?TQ%T!-& MJE)I^RKGV+?
DB!PL/:N7<4ZH8Q?B!#7Z8=|;..O.HPLIU/*:8S!6.&'HN0W
M:_XTJB(HKN+PW<(_P\$N3O+ E?])!>6'(&A8L13TUA#4*?ZJL/UL<5\$/8?D!4
MYS8SIW: C9=M0FXKW0!1DX6X_=RT^8COOE/.6?T&K^GCE^=|f63JQ!62=9Y+
MBACFPNN% 2>!G\$M%81H1!A:80IHCT07C'3P=0_?F/2VRV\VN,R MW5S,J53:>Q(G:
(YN8>Q2G77'XP2PXPV2&R(FWU>Q_R=US*O7])!>D#A" MF(<)S!)?JF3P MEZQ8,
(TS@AD>=G5&ETVB4"CK]R+4&PQM !LR"H8_C.@*R
MB9DFHMY7HL.N(=:4R%Q)XS)12!T#/4U8,ONK*,2FD;PLT8B=.W/CC*;J,MN'
MUF;@NJD'83)SN+Y[KCAF?|55(=,@I#U;1 G'L1_ZD.0DA"B(.JP
MOYA/B=G1UP6*CDW*EA38!4:HM-MMCJ.F>WIE 0032';-E"#EOH5V \$TV(9T
MPOG4B*S63Z0NT7NE,Z@1\2^?.HW=!!XKSZ<|7:/#?MH9JD1.F*|.KSNKQ^
M6JOF\$(XLXSKV*JB#AGS7=:S'0->!K,LH5D\E' -&(;AF#Q/-P-IT./0":VJ"
MF@751M:>+Z"F)N1!,\$WQ%K/OJNX8IAW=W#7C99_*SW+ZA.Q>UEB++^6*U+QZ
MD;:BZ=*|>A9-\$Y;FOO+4R_)LSB'?L9E(VT40QPF&:1A|OFYA|*0:.?5ML|B;
M8|.Q/SB\VDXQWW(K>SON^&V_D%>@SW+;HAH<,FTV,JFPU1S/%|H\$>E9LOF?
MCK93XP!'2^Z/345'-M-V7C 6G'E [C;I8= M"/3LDH+T5LLLQV4T;
<|PZL66XZ(=M6UP4W*Y,PB|HIM|LX",9S!Q@A &@7C> MR&
<4\$IF,/:C*,Q|DH5<*P(R2,VUQW-JQG|?K#EW?@MW?7=U|^MX.1#?V5
MLW!I>B!303#U*8X*K%PT2%"2T?;W_BRMU_F"#XE|9L|>)-AA>3|TX-<|H-& M
M\F7H5\$|M7 !B&D|O|Y*O0'_|>C+:R@E2\$S*YK2!F)Z/;%+EI*=ZC.BE>E|>
M|O52OD=%' '\$S|'K|;_ ^/<3*:1"8?=FAIG#F=N=6SMVIE' 835CO25|O'",;G' M79*)(NO9,W-
IM9R1 9F,7)%SZ\WFB P(TW=#ABXS<4*N-^O5TXH42U|?-0WD MNU2|,|HP,2^~0I8
E&2,Y@E/(6>| ^<|)9Z'L49Z| 4JCI6N1U7GDWD)\$A5? MPH*|FK|_GB|H*1IE>EZ26<W2?
EQFE":>7(L;P81\1D4=@;#-/|-,C2\$.=*&8<& MM%TG&K2<'5D|MPAW;(O=5#58FJ.H-
S9J,H.1CC:R"XM7(S=|@>LB5!7JDG?2\$O"B@_5Z0IZ1>JP?D1:\$'>C|>OL>PZ;Q<|:N-
YR|W6->)BWG_P4F\$ZZR4|:S+3NA%9B2R!|X#9_WI0W73G&+?XA
M\$ZN:XC7N);Z7^I")6)%SY,<|(@IT%.?MK2_AD4'3>R
M|^NN%N6Y942W'\$4!3#6S9!LBW4.T#I(#F,"6!=#Q8*EBS\$1F:4I"B1GKD|1
M|^&T1\$7C7E-|T2|8C+9H+5);3?M)N/OX+8T6+L2/_J,HV2*(XQ&,849"V0(
M*DOAAJ(03CNWIF5\$|)JVK%RU<^N\$!9+LV#0X^B!8 M,SP:I&Z+ M<=GHVP\QQ%|N"?
L4H1@%GNP*,*F'|!@'KH-;+7FP|I'^T|0>L;.@JEH=AU#I MFI XS7:D|Y-KI)SU^KL
YC^CKEDN7W6-5\$7+5/W:4_NMVD%6%9|2'K|)"5NH\$ MA6'4&:2+(MUP<|5OH@+/|I*ZJ
.1M|?5KQP^E@6_JCP^L,NDS8G-"--'406 M)U"8,1F89Q'D41H%U
|'G&03B@>M,^S8"%XX\FH2I>K&W=@Q!_073ZQJ?6\$SF:T4V1HGIW7K#QT!OY(::
(|NF:~D'?_V!3K'W>2 M7,/13H6D6Y,2/
M%FO9#V/8%CCA3LMT|'A4UA09%G(7TO^)|>/7I?@5;AL8B 4V2QF(/+UV(;F
M#O:,T|8Y37N PZ;IU1^+PZWV82BPS_#93?AK/J1I0|EF>U@6IW:Y?FB3IWM9 M 55|_-
W.T?EL5E&^OBYBFB;8"W(8YX1 MQ!&'1,YPSDA&?
0|G\$2%:A|J7"#GVE"59F7'7Y#):&=5|\$3\$U?|D&#GK?ERT\$
M7=)=0W4_CMEB3LR(9+;27BZ1F3>S9438D^25L>OUU)?*TK;JQ^++W2+E>9!\$
M^N*K54CUQA|7, M3 @|??
KR|>;^W5MP=W|J_ ^YR1Q)E|3EE>:"BL+NXU9/N'WL5Z2TUBS*0|)9"N|^RR-
>=.ZA|0|R><>O%A/ M#1DO%N_*=:'^<8^_WS Y+R 7:TM'|..F>?..*\$HS;BL18'5O:LM|
|. *0.6O)J6CJ.U|'F6D5!3UN-5!66F7A|CZ
M8HU69!5?JHZOO(LZJHLX%9EU6|P+5@KU|@H>24VD|>8_AT_%.7#P8>#!UG*
MN,JAG@6^|XQ@=CS0QBFGA_1\$%.4:YV+CU)T_57=TJ_!/^.GYW!..R9T*ZS& MD%AY-
K\$0_/SNR7=A)JVO!U^C%5EM59V-49OYMHK1?%/"/|4:S1JNR%PRSZN
MUO*,ME5YAK,PSCP8AUQL&.7!1R8<9YAD41|F688H4OIBGU_>L7Y+;J AH5S
MXA@#E0.\$*9+I:>I>*+..&L?2;:72F""E6>AN,@SVTD?-.C(0|9:3|4U9KZOF^?
6ZHGH)BM+0|V! 2091' M_ ('TF0B TWU0K|C|D'T'0#N&) 1T^K|@>|^H)2&9 C00-\$/
XCHK!8*OH M:(:%E8#I>M\$#)XUGU<6W%3L>)SAO%%D9@)-XLOJ=)D| #N2YZ?
RO6CR>|YNO# M9O.'G>F;1+%K2BO>'&@|R48=_JU<)|@NZB9(*//C:@6!8O-
4|X_&Z@7VHB1! M.(5APCV(?
#^68YCYZ.5QDA(6^U&NU\$|C=R*/8RNW8T|J,^M8^07W.&S:3K1| MZ?@6KPZ'
M7|BS>ZS?#ULFCMIMM6K&-+|78 LZSZNZ:(GVVB)OBTJOZ;IX*=8_KIMRTZ-2

M>"\$.+QIAWZ^J_TJPL MS>@000;4A[!JW!@I0+HW?=G7M9RL'2Q\$NPL-
D);X=|P|2(^WHM,^"-93#(8 MH|2#B(4!Q"CSH! ?GS.?
BKRS0B!UIT7;L:#0TI4&1M3JY.;&ZQ7 @C@6/L2^ MAF=2Z<<@O"I?
>6>@Z7VFSY5I=)R %LL=+Z!CQAUNDP|B;.%GK|S%,>I52PJ M2.C6J
RN^9H5*"K"CM27*"TQM;00MJ61H.)|W;9X3+TD|1E,@B""*0,\$DH| M2-
-/TCJH3|QS)H)G2?HV/SN&G*)3R*_ KW|IA208.-|
M,R|*#ZNZ_E3V("1SS,O|U/HLAXL\$YQ;-(|#29"7*C MW'(\$|BQ=@3U30'(%?
D)|_0P^E:8G5H:XZGAX|O\$U<_7^35GI4>@/,69KQ/,U@(CX6\$. '@VF"4DBS MF*&
1TF<;N6>Z3+@VGG|^-=W= <&<|RU@=3U(NW#8YZ*UJ/L;-RYJ=S674Q%
M|J_D"INW2(*\$|#@1 M9H7E8DM*&(590B*8!BQ.<.3|PM"H-/1)ZUE7|PZ^U#!"7CN6
'D|_AI(|@1 MWN7/8+4|=L|CO3LD;(:A;(#71ZMD>B)ID MWW40FO1.SFL&4)-VQ3I V#)
M"&D0GM7|Z -R; '@,5IC<.>7-JJP%L6J;|*+|%|D)L=?.99'Q+\$5!R&!,TA@B M&1)+
(Q)#7QBA,*X%AR;*N"J61MGD&DZ M.X?M6 Y8 5M>9\$B@QXV3)BWJ(-COW*)
^|7:N:C#,M#C16,1UP|/K@<|QS3/ M Y| S/ (HI!|,-9!#,4.E^|JV?+IH(B>QED6 M>G\$.,?(1
QCB-.4P"3S.?8#E@6QUA3N|V1<)|V4(HJ"E"G|)#7YHD^G;_@-O M^0M?
KH|E3_1,SP7\$U,S+=!ST3\$@? F?|!8:%LF0#+A"95<^!3W6Y9&KC;+*
MN^SD|ZOJ5CSO1UQS_9RP;JC:04+8=C6VR+%'*8E"F%.*?(RX8W(2:|)ZJ>, M)R&+B,
|PL|GXGN?L<\$NN/I=&OL|6|Z8PGJ2*/V^YU4H3=O_58X=?R>/T"PI M?)O4+Q_(EMZ\$|_
^;OC-1&7D2^2 MZ>HS?F8F G#X|9BZF%&'&2|X|O/O.85_Q67? ^4?^3?_G-
5_5WFJF|H/'LY MQF&>0|+Y=NGH000.Y#+T'(1W%.XTRC59T*2<>FOF,!M#P
R83T%@4;0/+1 MI%)K==9005%'DMO&1L|LJ|B9*.5|-%J#F(9)|/^'5->
(|U>&AH2C|6|4%EJ MSHX4&J(=-8W0N=,POT!&|.2KT69M|DWP|?
>B7H0^9|GO,8AE|WL4Q1BF?AK#
MD+,TQ+Z/HESK,&^0FFO_MTTT|CD+7R55S6F&PW@H@C80D'3:|4%0/_87T4P M6|?
+@|3F/=97\$?OD&%_D|CVEYI0MKK_ABMT_/?S&UX|KML_65=#2@=L=ZV9#
M%=P73S)|U9)64|LAB8>5T9*P>BIX1D|+Z<<*8@WTO1=W=|I'V5|EAM:<1=\$4 MA-
JJE|JE^DIU7V&977Q=5;_ ^N"E9TZQ45;/.W>M8G3J20-"4ASC_NI*IEL(
M^G+8VP8OU=7KK.SCNC55;#W%4I"XZS%K2<>&Q#-2L+,+SJ9=0^+T56OP.C;/
M|H):RA'#XK-R0M_SWG=E9(O2,9S'),0^BFB\$-\$XA5F8I# #**4Y8%".RF7)Y|Q;
M9U9_4W";7U:E4TR:C-HL/ZT6==K7\$HCL4"4)DE..61)PB#B M?
@)Q(-09!|CC24CB\$ "E|1=7(N=X^MH.+6@ZV;=4M\$Z# 'A>X IT\$ A|7:/BR: M^|F)B!A,=%
(1=,)8I|E9Y|MI"+JZ8 GL|OT_=^;-L^|^_K?KI8%+7@M^WH
M*\$I^(S:R8|\$/Q57,!)# \$C,"013XF?<(K8 MXIE7Q8K=K7&U5O-1;,.IHU# 'S'H?
%,A&WR|MHV_"XJRE!HF1P\$T*^HYN=8?
M5,#RF/N8=T%LEA"8Q1F!*2*A%T99Q@C|J M2|DOW?|HBVK!H|)"YLWN_E|:AM
M75X3<+T/C;.N|^V2|O9,K@"UM-6RSMZL.S17X|YO|)S1,?O&?I'9@._J=?\$D
MAZXOTBA,"6\$|J".Q"419A"&F,89!GOE)1N.4<*WXS>'RCO=[7|H,VQTY/2MY
MA(2:C3.73|)|"8MVU3K#A#7|D|G#5'.2V?)7|PM|JNRGQ?L6%4O7&5PP,?^
MZWXECPN0G|;*IWJ|>YP'.|KTR63KU?-83,OZ^|+=OTD!U1HG.SU154XSC.4
M4C>B>4G ,?GT#O'."&-VKMZPD6I MFM.NBP1?J4W7& "7&W.-WJG_!>S%-*5;
M^|*K'YK?P|LK.-9;G<^%CMSC'T<|(NNI9X|FV!)U|4|*>|V3T_MPO6Z0"?
+|ZOJ^GE)EO^YK4!1 M|4UU%W;MP#X|5\$U)-7BS*X&^%=+=AZ_9),N|TS6EFZ?
-4A9>@U|YR?-BW11G M7B^7X%;|W?+=OA7+RNC.|Z|:-TU.@)0,'ZM DT.AX1-
K/P<%Q|GE(|#TKE| # M?8M=)";!>;?:U;.:Q-@ "L3!3L%X\$<.#HJ+\$)2WP|F|S+%|>L?
Q'(>JJK%?+ M@LEW|H-X09?M>>ON=&KA4XJX1R*8T0Q#E&.9|!#ZD
8\$,^Y|G&*FL|4P8|.Q M;=PQ!3JN&K4|X@LTC(\$N/4#I/-7F@U|3W .K^:I@2-D|
<|%)@%C*_IOOL2|M,?Y)0)U\$|J>M9HJ_=?>\$E|M?-|58L*X7)
(|3,\$|AZ#%,A0TC'DRS/(>Y1S*, M AQY)-=+V#I8?YX,K88DV-+4S<>|XO0=|,'K|/2HKM;
|PK@_|H5#A9)? M"XJ7374E2V@:(91#PE(&\$ \$KB;.;5/|6*S;?"VT|.G
M7(|UN:GKC?|/^9M5O:X7*(J"O,S&"51"E&.+155&! MI-)+.KDA8C.4JNCH BH)
_4YZ"K(J6U.IP(QK:W@*@<-\$%NZH"%L;X>I|OVE M; >00I5GWB@HB'V|
(56XQ*&3%9+/\$U8>B7C>13^WZ|(L+./YN=G2!)'RE&S._ M+/6XGVI%8#U-
L.O:5-W:3.UTN|P:(##6KU9GR3D|SQJ(>M1#UF2%B45?;1+|!SDE(>S>
M|RC+*)!"H,HYA"E|I\$6V(\$>0%.PB1"&=8ZL+M,R|&A;4B!T+ ".YPPT:KL4 M2P+K6B?
+CC9;&JFD'>G'U8X;+>MDM/*, YRJ"7RN&V24I@
MEN8\$^GF0Y2@EB9|KG1,;47>LH!TW0++3|;8,01:CD#'\$FAXTG'=6%6V;LX
M!\$|/Z35Q,|K|Z *HLXEQ"*39/L;6BZBYE3'\$860WH|OJC!L:0X\$|S2FBTS<
MUC25N|)U^H<"DV+9C-+K#F'9IWW5K|C@XZJL#HI^Y?W-"WG/Z6-9_&/#Z|:U M7X:|-

&59 %,?)K4RA[J8P\|D(_|=/(X\|AL7^2 6?WO+|OQ0WVJH8JME4BPCI MF<4>))
(R^\$G2 EE.?. ^1M|C=04U.6^T>1JC-V _|:3?23AA"*M^D?|K _|Q_K'
M|;>*U?:*| #26=*ST^P*Q/U=8?..??RK_V? #9V*0== -V6V|3/.W7X>F /&PJ M'.*K9S+
<0FNYR,X ,...!ATZL^4X& C?SWHPN=W,(9^CW^7_Y'OS@IDS MK|=5(=. %Y2^:W7+_!
|TK%R1/TIR\$&&.: ^3/@EU(=I0.2):.4D##PJH/Z+18G M:2C?<.:|%"7-*T#%?P'?
DV|V,M6.L>:W%OHM3GM\$7L:'N9^%,(FC!":.)C#+ M.84!2QE!69H1SG6;*|
H@+0|*>H|G@F=%J<|W=#:H|:Y\$+<+ROZ!'3|9&
MW,:7M+&10| ^V+ _#GG|K!2A+WN|T7F;UC:W =NPYVUG4*+'O\$5=/F/+ -6F;9 M'PU,,!3
(,DPPRG&J=C(|2LEUVMXA9:T,LP%X5 ZS M+ FM9VN.B\$Z9U3OX>N@DU-
G!P3! _|BP>UC+EQD4;2XP;6&'. /+AQ08|2WA1N M,)R@0VG%Y3,6&|JW779^I2 _+6K:;-
"\$.:RM^%.Q>.:H#=:,668BCR.,9##+ \$ M(?*2'*.Y,%U9E@H/+B%I2+!%:8\9-
TKO|>0"GX| |#?"6/^F7L8ZKQI' /88; MIZUE4|,BCVGFB-|S)Z-FO?F\$&JS-
(.VI _Z'WH&+K1LR22^<63U M!P)- L;6M" S)N8=)30|J).Y0|-6LW(8?N8 ICEQ.6F)?
=@1^PU>4ME12C:' M7BUE&\$2&N!:(8\X3GPJG3FQJD9|&,(V3 "8!24+." =
|GMR@*|2\$M"),NWLW.XK8'1V _FH/UO3L _#6?Z=2C
M=B=@NSEJ M|OJ:QZU.P%|Y*C=#P/&#G MD
1>"|F+>,SR!.6^4A!@D(IC0|H0JHS76Z|81C0%;=,FTWV0|@RSU _|%/HA' M\$&5<| #D"3&
<1H2D*&*,)XL77I'5;##UJ:E'*2WAH?:%F2RCWJ=A3PXT|*| MH+@3FFN?
\$<=Z/^T^C5=JH7U&S,M=L| |=!:*P/"ZT.ZJ| \$ _OA/4WQB|43_Y4O
M5| _>X#5| _/|+YY# _;A:LBZ&Y:=AY'EI"#. / "<4-9"L>3F*81GZ<8I2PF&OD M_5OES;E-
/"DH%>R"PQ _+Z\$)/:5J>0<,T: +@&7Y|!CF^=P*+=QZ@2BGVUAZ-K MI:P _%Z/(K|T'I!,K?
K4'919=GE.1-\$/33I <"6::I3EC^L)6(!:B;LON5T*?Y@=|RSW3Y5H|9+LBFT=R
!CC(DQAF+ HA MB@,?XBA,8\$AR&B2QGT6AT@#L25PX_C)V%&4D?
4<2_%24@(FM%JYJF?H :LFC M80|M-,A5OFTS *F9|G
P0GO'TQ407+43M<5/|. :NP!;Q/F|S0*OS59H!8K/O MCT.H-3|W\$R\$: ^;"8KC|C)V0B
(Y|E,4)S +98|OWO#@- D2|0+UKJ1)-UR9? M@@JF'1M7-.|XD.\$BY?;|.C
.&W9'X.B9|1:7/0>@8^\$*|)D8'8*HV0A52^1)
M;5'5*,W8)%5+|,.,6J7JWFKB,U^RI**6A:3Y/UP|5;H2NPU>0#P>^|(FQ!%-
MH+ #=&21Q2&#(0Q|SS"-&E>JP%&@YM@6'M,&.N(Y#;HR5BD=G#0'-(+PAN%
M\$(91T'&^K*%AYF)IOQ*:CL2>"/NT? :.SI!2L(T0QDM9-8^YA-S0CL.)\$Y M(3M>0
I'>8C7LN,2/:UC4FX|76|DP.|OY::F3/ @ MD^V|H9+E0SM\AOF9%V%"8(XSX4*%
(8&891@F!|O(I*H1T0|ZN2 0|=F'AJ MI"@Y | ^V#6IOUZ"VZ!:@&E>8L
A>/2>6C|,K@ZWTX)+-0 M^02ZH#SC9|A<(>?4I>\$S.(-|YZ>EZL?
G#>'0Y^>I6ZHM|@:7<3QEVU+M|UK M "UEO4C#9?G58@Y61#K#@<'H8E182T%*2|3
MF35<,2KN<>|B _(:IR>SB>;?5/C+O:Q\$%?D3R-(=9&B&(&\$40\$Y1#|:|I9&/
M,|3,\$M,/Z#C6XB|/E300=+' +B&V"\$L|M'Z8YR8=PJ84=+("@&V#H)P%W1*^Z M|%)
|DIMF5ALC8"-+6A6)"?G.9^73R%T^O/^5|I#/"G\$YI_C|Y1.+T&6M^W(E
MJQ3K;U(WT0'="N(S2S@|MMNW=^S1!5^WE%U4|OX(:+O|HARIUZF:'1#Z8M7K
MT#VF5:OR99<|DE>8|YVH>Y0>\$|H3CU.8YED&?9|&08S|-.U M#MO4R,
|S>=URH5NYJ02(MTH0K;O-S., ^ 3.:|LGYT|L??N3K1>J'?IA@ B.*;438|R\$)
<0*#R(|01PGV M4J6:%G62KO. =E| /8N@(@)6:.-"+@)XEV).Y OUF((H/0N@+J|E|5<@.*OF
MJP-PK/4:=SKMGM2.6K@I3Y06+X+,|W(O"64;N408A,B'613G,(|R'..,YI\$ M#EHD7>;
(L;V0Q:ET-WEBLQ^S@'N3)|!|K#|Y LAWHM|J\$#M3K8KD\$CURU#MS>
M|+@?.3,&;01C0.U;PMAP;X^3WV%1J' MS!|YD,+ "IAF,/.>5K#N34= F6%U _VJSK-
2|E4<:"IQ|R90|-G(2R,"SOQ=|| M#G\$0<4*2A")\$|3(:! ^DYSW#LJ O3UM16-
C6_-5CM.6C*@ML?:|B&8-2S:99 M!\$C/8NVQZ>I.6|J@1|QFVJ22E-;2*
(>IS9Q6J23Z:9JEVFUFHW7)NIG _V\$P' MNY-JR=B'@F _UG(6BGU3EL,<>2%\$*
<,P33P,_9@E-/4HCT.-@XMA8HX-0\$L. M2'I-BH#>8-!=E%3.*^S)KKN#
(FNP)WP%^CB8#;D=Q\$)OIJTM3\$Q'V%|&QMZA M6A491?3#BXRZS1:%7&.A||JW:-
GOA@0%MVB|Y|;S<|'_ \$37WB\$X31\$'N1^ M+O9|.0YDQ_!)H;|/.9Q1HB2VW*)@'LSU9
\$6YI \$E53T(N8#!LH&Y+J&25- M(955;DR2@1|J<60K3XB_-|
V(BPO.HG)CXFS5:/0ZTV@K6=^4|:IJ3&NS&;E| M%IL0L47Y*ZX*>3@IDZ#|A9^3&
(5Q!/:8,X@"G\$-29QR&><.:#G =QSI6|!%W" MS@|DM+-NM:%3#<.:|:3
C=BS<-4&,D#+A>S%O.5CN(C,(#.:K)|FU"*TBV9GC MM'I@G\$9K->|WG/UCMX?
W.A8N=L1D9*8YL", ^4U-=8+CT= MW8L\$ODI*%@|)STI@:PI%P=KSCI^E%6
MIA: _|BO<%EC M*G6L-#3R|G0*&M|J\$HB6E+<85JS*K*2V,>*K7;3U;| M72U>5PR
EW|IAZ7LJ*@;L8.W _/OZU^%*"|?;!K'"FM+'SG;+)M!S3M>P)X9TU|UR@BK60FWN.F9CG-
5N.>@ M U _;&=:2)=#P9#5#RA00ZWWRE1EXI2;ZN@!=|K"OO9)A?L5V_3M>O124PZ%

MI!B:29,\$L!#L:%'7@1QC!&D/\$MY*O;Y 8ZU&J+G.HJIS9:X9F;#(%)J
MIL6: '16Y%1TY2FB^MD&*B+:RB08I#5OEH"*V"<9 \$HW67)/O)UDVC0I!QL M6|_>-
G.;TL:<5S+1K3-GPN&D\$|BY\$'/8QY\$>1K+_HAYQ&/:4)XYN-HL5ZM
M|=+0%=%@1LLL!%A2UHU|>8NL9FJ(R;RHIF|_R^RI4L|C;.>.36D9;N69&#HO MCI">|L;
(/+6&LZZ|HI?@NF4/W.P>RI9#BUE1-H!RY=|HL/*ZCHX!;*.NC|F;
M1L/21^\$<0PXS&*2P0CS*\$PY3E&@,67(D OW MV5)09>;)X36".ZUQY(8/8-
@2S@:KG@DT1M1LTKLAM%I3X-U#;#@AWOK+JSM\$ M?AHR8P/F#5>?<C|-.!M-
/7&OZ6MS|HJK701RG(:H%Q\$"HRB.O+:888AI M2F*#!82DC;.*TW15*#E?%;LJ-
G(B3N&2,5&6Q-\$'<A'D^ MW 1 +*7#|8%QDP UW04*M9+CC-
5XM%^Z",\$.I<)=N,>P0M*E6|0ZU>_4PHYSC
MT(|^|0NGF4I3'V4PS!_O"QFR&4:74/.B+@V#;MR6EV"CK&06WG/\$4Z/0.T MI^2B|
<|%,6QU_#E>?MY&/Q>\$.^GO<^DZLWWB*N=U+2SIA=@O#Q(?>R&&6<2I MG*
4"3T3^|_|S7T/LX3X2&-:RA@YYSN_/7G-2+DB7&K;-WL@Z.|3SLBO""XW MP4-OSV4/%|/-
U65|_V?U*0VK-\$|)=|>GKN0A|\$-4!4#0| M._1!01YMY^
_YY;|@O|*L|H\$9T0Z|@;:76*F,+TICK>X^E3=K64"T4&@>I\$A M#|=QAF&*F/
&?)|#C\$("\$4\$T)\$F<8^+K>-T*!V|!-U,TJYN|EFXK2_-B8V- M(S\$51-
6TTC).>MIZ.+95T!>O%6@Y.#|>LJ?-&A);TG(5BK-JOP8\$OU9!Y|_) MP|K>?
7|6|TLWA^CFZ5FV2BMH:Y9^|!|4S*:5J2WN.DX-%|+MM7>L24S_HX9 M,YY|HCEL-
68!48|&Z*-(A|-=UO,B0V!H0I4GRM"65Z@ R,*->|+@P BBH2SS^,0)C&B?N 3GQ*ER.
8(<?WV|6A:T|RGWTR#(MDR""* C%ELK#PERA+(-1F
9AE0IYF&A51AASXMZ'DGR!+6.@QXIFLK(QUFJ; MK5D0U':?SH#7,=5,<^FS!5J^P-?
N3R>%\$Y-1LI4G;O*#9 M&(C|@)@V;?'^VVK|843L#7|8%6YT_./E%68=
#\$JR/\$ (B/\$;|_-1|O6|KBJOZRRJYD&_%:NKAIO. MW>LZ|V-'#+Q5;KYR4<|Q4-!4\$?7,B?CR-
/TF>|_@.*K\$6N&<(&HC5G%YPM M&#;D3C_6,GC=Q#
|479M6^4XPS%+-97N^)|320DFC|B^
MK5:4,9+4/'G=FY:Z|#7DB,9">UUJC9L3VWK,2INEUICJ4QN
M7MUC%GP3W((^NZ#E%QPR?*,5==<"N^';05-KRXC:|G%MB|W7:7EM&=R+';!M
MTYE.;00I6|G9KUAH!N5MO|U%DB0|2>5!|Z5>KE4*
M/T3,L7,ECZ>OGU8;V<:MZ_1LW/EZ\$#,UXV@+"=TMW:X8N"@U
MO2R@|5+2,Z1>J53TLM"72T\$|C'8^|@|L6:5Q|52W|Y75X_K95W/V?O=JRB
M;4Y;CZKXKJXW5=GIK<9^Z+SL"CNBR6)K|HD,)=;:#PT*9;8C.K_D?'NB09\$.
M=D7#5TL.B&OU|*:_N-YPM>)|#'/)S2#@*Q?8F%7|+\$P;S&+\$A1F*JWA\$1?H
MS)KYUDV,*!K*YI_2Y"i?2TM *&GF(>I;2W-*|!2=9++=DXL^_EK!U1>*V?M
MG*@#>6IG+|=OF_ZN7!|?K'UWGO\$#LNP-9M|)9+\$|D&(4D3F(HE#4G.\$D8I4JU MK.
<+NPX0-J0T>TF>"^LEZ4Q; T%ZTT7#KL#|U6I= MKG1"YI<0&/<1+0BOJ2?
C_%T^;IUU55K;X5Y<;_"Q^L_ZOR%-4L_G,,^%\$XEBY,& M1QR&+/
|BO,XTILPH\$/041D2-?/* PSL7OE*(UBK.3_JA!S;\$G^7ZDE M;1QE'TFK 5X#TQG2@|BIHE?
MX*&|:>U1!9)LTU6P(VOSVSHNG;6|ZP"IF3>P MXT*?|F(5|C\$=4|0=-|TOY?
6B("1^D,FNQ;)U<4!AAKP,^CSA 7J| MO1+I<|HU<(JFJ_1>|
L;>/Z"|X10E\$60RG18%.0!Q(S%,\$*(.)9F/LJU|%.1 MKF.-W5(&FW)3K9;J^;%O)CE1'C'5-
#%QHD&&HRY)J M|C3R4LW0W|8^,R\$|YXA,H/2*-??
#%._=*@#GV)K5!UA^736K!R;!,E)78+;V MC!4'DX0_K\$68MI3^8T?|JC?9+800-
N0FO|C(|S\$NQ?Q'^E*WJSY4|WP>\$ H7T8 MR20AY*,,DI0F;
MQOKS(STBLM1&|1,BQQN_)@H8N^_KL=QK2FJ,N+T*EMM&S M
8">5IO)KKV1&Q/,TL|M(IE9MVICPA|OS4:O-|F_0T7+|S:S5|9-=F7M8F? M.5X6_|V%#_!
<""_AS|@HM_ZK1_PTQ0&"D2|/:U.>0,Q) '.Q+|OS*..>H\$? MWXP)YQ_X_NR(I@AVRPOHF
\$--U>@Y=^@5-H0?94=F7M,|2S(4970!E=HTV9 M(XZNS+W^)|MRTQOMK4QFX;+R;
L,"+E'0M_GA\$6)TJ L\$^*.S?_?N!S% M*K0\$M_3!;L| (&W=RO1@_T5DS2/^_O"R%/:O6
\$|7F:) _8!|X/ X"+I5S!% M&-_%Y2A@= W3|WVR%KO3==5|!|XT|VLG*4*=8D0T3+W R3"Y/
4 M!MSS&>O^!BV92OFR59ZB"I9J0=H:-GHYO)3WLNKD#W MMIUF5EY9-|&\$&
%A+UU"G/,2AS8DIZD=^DO8,,|8!5)8^1A/Y4A/6&*;8T@
M|AF&419P|/F\$D\$Q|*LX('>:,2&J=PDG\$S,Q0TS/2|")RN|JHG>)RBLJ
M|6@|;^QR_<.UC_B)LW??.=W(G>*G/'^HT>#FJ?1A1SK9\$,?H!@_6PY,BI_&
M01D_3|. *AYZ6CD/AH!Y*65ZC@|3QU6<|2%,6M'^0IGZ3I8K|ZWZ<57)<,|B M(23D,
|ZA;K+|OP:~V M*;8\$BIZBGZO"!WO"#@OQ3Z5S58S?H_2Z!?
FG(H|6Y9^YQ;0)%:TXKOE;WOYY M4VX;@EZ7|&WQ4C!>,MD/BO=-?
ZP%YBSB"4,PPYEPME,DMNY1GD"69W|F!00E M#!LT\$M3E0^G5G|PH|*#
|JY<|F>CW0AX7Y/XT_B1_?%\$U_X",TFL-=5!D_|<)T0|&U4I-

S0V15;Q>,@=7IHG1((1*#D!DI4KL(-N>T)T MT&S\!L@!2D"R9/&#EF,U)H?
Z9%U;'D:)N2)ZZVX M;)LAHF=P%.%3LS/V0=\$S+SL\|AQBL)D0/B&/+H7FW29YC
MVU>H5]_0I7S%!*\$L()ZP"D0V_?49))S\$!:%&2F.0\$7D9)^G/@NQF67VG&-
C*UQL1:20A[+=,V;<MC0APF%
(W=K&9+W+D[7S3_MS|HBZVVT^@@X"US)F'>75!CSE""<|R2%_8RA&#_M1-
A)FU^F"5^B!CW4KVT%X>P&Z6^_ \$Z!5_ A'8*I|DYV9NVK\$CWL@O*|JBX M
AV#|GQ*0R L.9>ZU&?U,@VA.78W39?1/Y#_K7PNWA8UE?M=|GY5O5D|/?\5 M+W7J7
>6<&S'?_MX>P.DZ>5*CNYHXC\$,Y*M*MO-XYF7=MM|2;#HV!LFPL;"(MAIY%T
";CVK@K1&!_!#Z|YV|*X@7/_07>5RDXVA?&K-_O/@B_9=8F7\1F MM-L;Y)Z?
CJ|HWH%#F4WVCL.@J"S@;0%AMDN\B(HMC:3*N*-"@'EYAQ6ZDBRN'>
M4ND.|X.W=1=:00=+7\OZH7GX8P@8=MY&GH0!3AL6OI#/\(Y2>,T3SRECDA#
M1|R;I>-S(4D6?)6\$-5-OSP*D?D@V1>Q|V\$J\$AN==5T2R>*!U@F)V4^M+@EY
M|FCJXK4F7L-M-|12|!IXSJM*N"1%B4LJ4^|7|;I>Q%F4Y33V(U" A'ALC(R M2V
8A2R)HXC3.-+(V5&C.D^&SI8VR+?\$_974P3,NM*K?1T%4<2^L8&*DREO*
M,C*PPV1"#34K<*AXVC8A,7,V9@\$CZ;?H2KMB.|QNL R_H>J2(<^B/)=ABU^
M9#ID.UNL;D/I"Y9YA\$01@SD-9'(B#V'&<|%C"B.*8Q8PS^.+M>PRIN:%G)+0
M|D%VA)3?T|;/7.IY#%&"9-|;DL&81&\$>HXP%
MGK|X;JKZ|;X6L^!RS\$Y970^|G"17>;7CQP0_E"4I51AH=C/&BU/!B#SA N; MD
#!."0A1+'OP2SUA8|&/ S#7'P|.>L@>U>R^0#;\$C.\$2Z;HV@-)S9V=)K;> M%
|!=_PIA,J*&RQ|OB|HFN)C?|_J39.L;WG5_.1<(HXIZG8;LH;-((YY;0&/J! M4&(-3B(?;255&?
#@>&.ZSXT6RML>DS4'9FRU7.*J|U/C8+/801&SL M8Y9 %(G_\$!2F#",\UA\7GC*C-+_W8
^?7^QPYQ*M#NSBI? WHUD^OX|=6S
MR;VIUQTW\HORSX^TSWV.FJDH4|K8V1)>'NLO9?;1
M^,R74KG%=W|H|HXN"!|AG699G\$.<)AN+S(&L20SD3F\$<^8|Y'U!+I+I-P;/(|
M@J"AJ&=:SL"A9CFF":EG& |D&S|%T=;YR|)84NDS!&;5V,L"BODP)4FP48Y MVZLY7/Z-
8WD +37|;|7Z|4NY(C6OFLJ>F_)YLY;5/D*68EFT0Y@XW525V*DU
M^;771H\$;8!CC9D*KMAT MK/<=+5B4\."FD|S\$SMF#40E_|A|@UK-^QEU5Z#'-/@FN
9|MD'+-SAD_KL M6 <-|V+C*;D7'LS^\$?|'|^41Z@1K?P^/TBS(^J/5#-0|!KID0"S_-(S|J9=
M0W@8T'9.S>2#?%/2U1,7*_.#O|SOOLMD,+Z(&2))D"ZSOZ MR-
EFR3_EO5*9>VEK|Z6AG/@X|Z(8|C|U(?
(0@VD>48@#|ATRC#RE|LHBO+JA1T>@&0^GXKG:N)|C|+K M#GP_%7ETWON96PRSG?
E.*LFV^?SI<(0(>V&0<2YZ/1UBVK,AO)6V8T3.H%84_R.96O6_J=J3?-NC|?Y.P)CLF?
|KO*US6F\$I_H7,W M>9P&%\$=
<:G((\$4\$AS/+4A|3W_,3'>1RF3&LRZ"A)UP\$#W.YS&Q8,_7,%W-3T
MVRX;>FJN"81^2JBR;+921,<)SILRJ@S_20J|_IW3VX0N0K'EQCS*8)2'PE?/M
P)3EF8PS&B_XRC#/M%2|?|BCI6Y&9#QDZP,\$_"RIL1|JE\$ HE*Y74&XI<
F%8@2S)KZ='J);S,U3D-*H@K4LF,S^~|?|/)=N2|6 M/YJ0|X+SG"0|R>4Q60Y1@A.
(J9SD08(L'!'&>(Z7T)|%AQK|HXAT"4|,|Y MX@DT3(&6J^X,2--!-L!>|6OJ%E\$|6^\$
3.WOLSD>EK|B!@S,^JTW!^C8(YBP MDJ6ZKRZ7X#H7FO^9LTVS'_B40^>|G4-
|7;+/O'@B&V\$7Y&T+.2Z4X226;11|M8<|2.:#3V&:H#3FA,69;(ZD7OD|F2,M|Z9?
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B|^5B|^G'C8#SED21I#%!, "4UFT|N5! MR#T?
>W&N5"XQ2,5U3*.C"UK"H*4,&M)J1FT8HV%#94UR/>-C)+2R,5\$2:F";
M)>YO;8/XR|XD#*\ZBYHK";957;6+|6,WQ@\$8#S(84MV/8V|)+;EV(:*
<\$8!CL&%9XMRJ(C7#W4H76|2 M\|AR/D=+;C@N+Y?K9:U^
YV(:M=JU0:LBA*4S|A,BN-R\$DW,OEN\$*/1CQ" M\$?'5BQ|&"3K66|D V'(-&A;
/^G.YW_9ANJTZA|4!O69!>H:)X|G %\$D_-! M8=1750\$7G9((N_B8E46,X62K*\$)=UI""
(6%9BR.4!|?KL\$!"XSZS>\$G;,,=.
MEI45Z_T".9IG*6\$PH#%PNP%,8,9\$EL\$J1)FF9!"&=: "4GGR3@V=MUTF3U5-MO?
#&!6C48A;3!:=S8R>R.FB%, "R3I5C!!2*S!|@&!3W>U8|,HGBQG MMYQ7?ZY6F^?
>"",5K<' \$HZ5KJ,,)&G0T+X2.|+5NERI#@|= @V|CT- M'|(*S?MK. "W;|2;MPE7G461;1+
A+6\$QI",H\$SMHE"60"\$<3 MDE!XFQCE!!E^7#""||56Y:T|(/)C>C|A6-
=@0Q#QH.R&,6(^XQ/"@LW"|T> M">ZS?R|X>_!|LX_)6UX5+|B)8JW*1K-Z)8J,"T(/-
E4'T40I0F%./-3&A" MH! E-%2;R:-"S+7"|B\$#+6W#G/%!Q-0^1K9PT-
0S\$PBT0U(JLEGZ9@V2FO4+ MIB+T|=,Z1ZS1-5?
RUQ|^*=E_&6S2+MSN6#NWV9J_|I+GA?"?>FF;)ENU2R",
M;|,LR^GE6JB.|BLC4AJG*QZ;LU9DU4'A#I.5AVZ5%_UFO\$&O1:PG|?E7^O=

M!E!;%167Z%%=154Q6D<55U@(>ZJ!XT!U-24W M4F55&K.IMJ;0?577O=52FN>?Q9?
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MZGF0H[OL21CF&NEJ&M1=VPS9/KFIJPX7C8U7#*K/!\$6^&DI&/O93:_Y M0=35_-
G6.K9EW.)G'!NX/O0P">|AGZ)|QS-Y56<)>6@.4C|=9,Q56-93;Q4
M6L0DI>1NE: ^_B47N.!6/NSLR%!8F(UX>"(.3B0V^'V.8Q9Q#Q.493CA8G.O
MGD1RCH1C(L,EJ9,\$<1;)89M@1SX|Q=J2 RTYHWR/LZ+J9'A,%=DLI^-(=%LI
M'\$/'C"1MG+UUQC2-(=8/\$S,&KYS>(\$:VQ=S_>|M'%7&\$!S3P8,3R%**<,\$@| MCL,L#7G,
(V%(PMRL-.4"12VS8CJC;FKQR26T=/T/"Q@8^OPM|:N>CV&OVZRV MI|:OYRG|VI-9
;%'VHE,WRCB)SQ&<<9#BM6=ADMD'#L.@BSHZ((M89TOZT5T5!P)&S+K:~0Y
M<8T\BHRMRZW@5-N0WRRRT'KNF>S\$FU8B+D|=S.6;/(#O#(Z&
MP1!C6"P.V6LY.)BVYW2DWF6)W0W1.T/SMP,V3-R=BY761%|RZ
M_E|4BSP)DBR*0Q@S7TX%B0-(H"C\$CH13A(_<0PMGI(R+&CL-FE1M2\WJL MY%
|E128Q-5UC,A_|>9|+MG4AABB. IB%+(4H2M,0^W|(?~6:MB\$BK@.2.Y*@ MH6G6<>=).-
H|=LXE!/'/1+#D*091#X5N_R YS!B?HA\GM\$@5.J\$/5G9L=KH7AX
M5%.Q4YF'|6J2)'K*U)&Q6"!UD?DAS1\$W|;1&_&NO,:?KS:(F%|78ZL;E"TPB
M7YVSZGLD\F_%\$|J6'@8L|&+?ASB1B; <\$9CZD0^#+ ZPAQE.|T |HG6>B&;U
MZ8@"217Z0-+5"?Y< \$8EY#5=7#U=.B.I4;SK@L@ZT:|HHIO%NG0>MF:H:UBD
MD4#7A9MG#',-LW\8Y|JY5C|!L*W*E#,VF|=Y7=>;I^>F%W21Y|R2%=4&*;MZ
MJSHV,UW-|XX;L&<|/DQR>G5!&_8,KG%3<|>Z4+F(*0# JCO\$)-4K.E%YI! MT,|R-
%S!Q\$V1S:R02W99R.HI=&:FK;Z,OWRI!6# M' ?>X=9/*33QD_30TW&?
G*%HYE7IHFG+Y3*"8<03TUMS1@?-2-A#O\ULB>D# M.*Y?>(4?
>#N9JS>J:|\$"WT,92V"*Q!X2"7L+4T_L(7,<)23&N><3K3I*%:+N
MMY.D*,7|_HT7#X^R/S9N&6DG=JSVC)@/YKB(IUHXU#9*>J;W<)>#'%>@XZ;;J-M|4?
MN1GR,2:Q@^\$?%TF^VE"0,1"&AH6,WFO8O8-2N:|8Z':U+*BP2|J=+"XN
MX.YEWM,\$6Z)N6ER,RF:KW<5E0O.VOA@5^*0-QO@=4T_391UR": 9G\$:P2A-
/>+E6>0SK>&OIR1F.T'O\AA/.CK?X:*FJ-.DU5-034\$G MG),?RV+|A'O'X)7.QH|%O'PJ?
G*EH0M98")3Z/J?@APE+.0\A'\$H>QWF22X' MV(@=/,|R/TN1SP*M#)8S-
!RK7H^BI@=X!@Y%AV^:D)K^W9Z8DT_A@#"V7+.*8#5QJIG6?^0LO-
|UW+\$K*#&"1#UF&*\$2))|0M'"-(|K'>>3Q-M#"N-'A\$8+Y/75L2|"<
<|M3O!0TWGIDBHW!;2DZT|9(8EE3M9/E9|>R2<,* M=O\$ZDQ"U> EESM@+?|^Y"
+79::O|R|J_IXY?G>X%M+>OOM_DG&1':%P60-M)!Z2&6-1S+*<0T()#U!:@|!7ZF-
H1MZY=G;L---V)\$-@SQ%HG)?GL&.*9WX MJS;2*%@LE_CINK9ZT!G%L+4QU
ECN|32+))M|774C&2;(C\$2S-9>=L9XMJG(
MAR%MXU7TVV.^V505WPZ6^4^JWRM(+O*41# U_3 MA.
(D)'&FVBKS\$A'74>N6|'8XD20,WLDZ\$JR:B3"(T+!AM26WGODT\$EFKV>:8-M3\$:-
R|N.EL3SC&Q^@TY1Z|UW;,L90'9+:|6/WJ3X|N0="TP37|!L!|@!' 8
M>U\$(4>H)|XD+'TK*/!'1+((17K;%V7:CI6VXP0|2U9 SG4#"CHHJFYZG&"C MNQJH86FX
#V25|T94RV'. _9^;G.WI"V_M8V4.N69|UC:D)ONO_27L%1FVS:K
MKV_*CWS=JMEN:@OVV71HBG <^1D4>S2Q.?-(!K/\$YY#Y\$0UP@EB"M&:O:'/@
MV,;KLIV1^F_:@FO*CRCY;S*"^F7)7V6*S?G;&&>!S%%\$61Q MF\$4I R2-
"4PS+V<<.'MQ\$3)ZARLZMJ2R*UX02ZDL_T:Q_6F;J;D:AT|J(P
M;|F,9=|3=D.QM,J53L284*JT7VNV,J43|OLE2J>=--
&CMS5RC5|O|0/JN_PQ04I9FC|"#630NH;#5@,(%B_V ML' (ADD##)>TC-P;Z2/QU?
7+0L,W5G)U_36|&L.WC^#<|XON)_V|*\$MNUM M'|4NBJSExYQ'0|G%F0R\$OH6
6Q|*G1P0Q8PD,_2C(/*+C@_U1\$+,L)=KU?T|^THE/J?_RD_.1? &^JY29&N55P-PQT
M6T9S>JQ;@GO,D6R6W?(">MIR9:\$,U 8HK@+>*BR;LQ; Z31L+?.6OK^1*_*
M3%|9B<_2CYN2Z<3+|J_@VJ?0"@\$.#"KN+-B14<|I&B"+5&H\$OV-=T(K|%>
M%%'G'>B>I@8:<3KKK"0;#6C==,CUMVPMEE,Q|(IU. MLNX4*H6::
|2491M)H3VZ;;4WV\$LN'; 7K|+_UC8|#[H6MGOYXQ87 M|*_UF|4=7W*ZYJP|X-
3NQ*6SIF.[<+B+|7@|DBGP4O|QZ|6"+7?;,UWU3|@6-M?N,?=5?
0Z1D>0|0<=.0RP9IDK4/ M=1D\$|Y0|'"Q1B+PWC%.(L3"!""\$,2 M\$ 8I#<.
<>SR/L=;D!R6JKG,'6AYV8R2;KH\$KR0-8FO;%4\$-3S3Q8QTC/1&SA MZ??0D @U'
"5SB\$FG:74);79\$J|YMSHM1A.--Z2N-FD|C>R%&NT!+A-R?237\$ 8M9:/QDP,8
MJ43Q|\$BNI^_GA3:*[0U(KQ/ELX."6;Q/AQ70C/V-2S82!1Q88,9XX+@8AY%!
MA>OUM_=MTM#3PZU8=ET|E5JIRV=O=NUWM-ETQ5/3J5\$0YNLF6U*';K MT
|H!%'J^S!-4@Z1%_"4>QB%C.DH|\$5*_X>Z=VN.&U?21?A*TL_=D<(>W@!
M+YAY4LMRM\ZX+6U;|HD5_:# 5:|3)986JZ1NS:|_,FZ5Y%(\$*36CEC+;
5,|7S>4?FO^W.9N

M29RD,4TQRHC>CS%)\$L18G*)0XCQ41:HXL3IXNS(P=G9,_A7LMC??8PBF{&!H Mf6S
F(!3\$,G5A=-:WA|K&_.TK#!U

VQWD=EYC?IMW* MHEI^DUS_IXWGO#@4(4\PBM.((DRC!))%()DB&:9%CF>
(HLNIHU4UF9/.R2Q8T M5.D<*C8Q/A^RPBS#+L6@(>DV2^J

J+@ M3SN(CHFCG4OH 1N8?=|KS3%H"9Y\$;1\$ _?EV/5)Y+,EAS4(,|&<- /)Z,@8V% ">U!0
(#DT!Y%67 M,W5HESJLW#U;46?YW*Y.9>9SBNE^"I7=#9?7Z64:1RJ.\$%%Y&;2.-/0B\$Y
MBABA)\$Q2Q4,K9P%*>'2;T# 2M)P\$NZIP\$ _T:GO|S:-B!Q#H N-H\$?<9!"V8| MNH'2;+0P.
<6& 'A!HD7CX.86/|+%SU=0"2Y|3Y@)L."\$@2>XF/NA*(?WX<5F M|;4T2+>'G5?
&SI*!VCOLBM)MN@9(-;ZYN:_OHTG&#;J1YL=YW)JL!.,+!;
M^W7JGUUKV>KMIM1*;H:HO,J/= \$7;P4T/
M*LI5EJ4QR@NJM#5**2)AF*.8XRPE:2PDL9ITWD=H|/1/33K8H6WF?-&@I6X_
MXJP3K&Z|Y!,"8)+ "47K0M#;T9PFGG4N/-G4,QQQ=B>?63WOJ:OCIUE)2SZK
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M8=E(=V9&3UA^+Y6VEF9NYX:3@6T<|8'!.6,T8QP1\$:8(\$QXA&F.&&,N4HGFL M" ?>
D| "9@?+N@&9;_@8.A+*F6|J/\$TV,%,|JG&F1NV@F|OSV9_-WT!UFSI
MQ|IZ^'33>N>K:4M:27%A&F29@L/7F3 _^>K+ZP^|L?IKVC/ROETVP8#U|MJ\$
MKP@/NGS5B|)%57=KX<2&7^DO6?N/6'0?!/<#L5QS98NTP\$@C-25!J#:H:7C8|
M+.UC.@ "D^D,^XX \$,TV|^!@F:@OS|0"?\$3|P65W"BL!R\$P6=8*+OAN4-
OT,%Z;I2O,/.TQ?!"W3I_|H(MA^AFO6_-EC MHZ/KR5L;C\|D)G;G1X3|T|
<8G"+A9D+C9JUF|"BC@JB\$(Q:92@8E,6(A#9\$9
M=YPE,;>:IW:VWHY4GLZS0@:/|G=;P4%2P:R6M4"@4:,GF1|P;G1_OV48\$?;
|F^ _& _>PK_W5Y9?+CY?#O^S'O':<)>MJ'FR|Z^|V>|ZS MU"1?|&/6U|_L\$ _BV,Y
8R&K2HI09B).75J_O%DN7Z1X4)G@*DX5"GD4F0LM
M(2)Q0A!A7*9%H7*6@^K>SY;:604VA)NQ/Q?-95E,*N)UY=9FM|;|!T8&?G
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>@4^:G#0_X9+RRFBUSVS,'\$T644@G*.)29#D,2L5"KMHP8CT2AF(JM2M6|R8RLS&NR=(
MT!&=A?J@:E;=_T)#|TCC"TWI-|\$_A_QNU29N."K3OK\$ZZDY.?OZA!4G?2+L
MUYOT/NUFB,2+J1,U^8OR<;YXDI7IJ;QWJYWR-)>2A_J4F6E_6BB&*(WTWXQ7
MS7E.HX);%(OQ='-TYJ#8(1%F(-VXV9GI+RB;-57IX\$8TAO!!AB8%?,*D*M!
MZIP3*GTFSEK77N06O-*FALO;LT;:90^C6UL6DZDOQT8Q+K.IAS.8VTFUYJPGH
MQ>/4@-M^;,-8IC)*8A0F1:H/6Z9YG.08I7&;ZO_&BE"KN *<|, @&<#54/7T4
_/I4GBVXI6JXG0.Z3HBN%%P.3CK#0M M1|RX|&;9,>%,<%QD^FL8IOE%,\$L+Q#C-
42XP3QC|G"59"^=U*28%SMVB'G M|>OBJUNUJ@=LFFJL9O/YKW(N
MOI>5I//9_TCQ"YV5GQ?+Y0YG-R77Y^CKOU>R7,ZT(=Y9FK^%\$U9%*:(,E4@
M'(D0D0QS1"*&BX*\$L?:X(#|6.&R.|*09IILMX*+9#RZ"#>=-EYF+H&8^,-Q? M!%O^ R-
+&(!)-Y9D=W&SE,=9J|ZKD#R/JUS_H^MA,%U^5(' /2W!3B\$
M8:10A9VA?/ /&F9:_Z_XF,'&>|Q/P9.Y'XG)23>(<8\$^W%)&IC9P\$VI;.!A" M_SU;_?
A>+MA25J_-3(#GE|725+V7O)|4J;_N^ ^S7\$JT9UES.7X04-^6ZC63T
M\$/\$D9KF9M),+A00I*T0%U3N33)GY7Q\$6PJH+R;1LC|Q)W2|6V@|U/3KDF?3
M|JM74R;1F"&VZYZPCEO(N)|I<\$OYE_FDW+>8'1&"O|0,P:X002-%L" _&B0VI MW:AV-
J#@9NTEF4.6)6F,"Z08BQ&6+\$=42HRX4&\$B>&%FQ-AGZT|2&-G2;VA"|D:GP;!)
MK0T6\$68B-^2&5!NZU!Z7YFM3G%Z4EBGWYTP5|7)_'Y2JOM1 M/UZMN%R=#%&VW|)
(45)DM\$!R@&,G%ZB'^KJZ2'3!|+H_E M*F|WE2Z_/^ T#SDF\$0IE@?
4Q5T6(%BG7AD0F*E%9'G&K8^YVR9&-PZ6IR;+: MT8-=6=*B=JNZFP
P|;W|_NW^Z^7G&X^WEK;L#KZUD>;|;2EO7#6TL|_ ^*I M,=9:AY9?
%_/YIT5E)C<_8)8H3"C7OGF2(\$QQC@H5"D2C6\$I*(U9\$H-H.*ZHC MJ|>I=D*;
I6\$9 _&\$X"5I6@'%^_U#M-E3O4,\$4T0|*PWLH=4D|5KNDDSD3?MS-2 M%PR|39
Z7QYJ|LSM8+T%;W;EARC*,X8+B2C-M>/-68**#!-4L)GC"1I**WJ MUD+TK\$32&_I3&
<>SJ1|H0)\6U:K. M2/'%LLX_3_)18KCBS!)Z|\$X^L&2RPHY3(D*&)4@X-S@DC&&"(Y M+?
(HBD1*4|<^CD.^D4Y|&D? !|H=#9'9>0^JB5X\$%N(V'+.2>9|GSDB|Z;
MRSF!S^|H9|HPVT: ^RE=9OM3-MQ|+N@YG7FN5T0V:FN)\%ANML2#7:HFFF/+ =UQ
MYWM;".Q)|LH3:K3%B(?*K7-*R|YGKM*WI2F'JOL57Z2|>BHR|)|:0H@KNB* M_C^?
_Q7_Y8S,4Z)9!F,8L3@=+0%&_S1"\$:XK"E.8RCXN,4ZN>=LX6KN7F^Y"FJV@N_/P88Q2+
/(2,);B@N(3FDKIV|P(*DU M,JIN*2^O7U%@6FP (#U),Y>5)TRI#1!|V/^\$V9"\$?
E<|+=3#^|J"TX*@08;|. MX?.LE#62F@'(J\$58|1,3|C?*LH#%/>XGS8/Y&WB".BEZ7
MV_35HCRN-SHN4CJH40K^,*P'->^#JI6'?|+

!+TGy=KAG'2CVI@Q:\$W0\$H:83P413N|.0XV,-)H M>
BV3%P\$>RVFVJL8(KCKH/M/89*KZWZ< 6A"<> @T%Y'@6-
'B%H^VD@^8\GY:+.^CW0_(O-|H|/"GA_B?N9YUUPOK|3K(3_*
MYK|WY>WJAZQNG^M;O/G"#.>(UHD M(:D9UP*+!ATOM<@?D96^JL?^J?ZRD^P6'/4-
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MTD=PI/3+OG T|V# "H%M#:&G\$3A^6U72G%=?FH'19LC|H-ZH)9C'GF4)1SB7"*6&
(R(RA*,:2 MX"B*\$@(HG|(C.KXYV# 1_!M|>O|/8(<12#6|)8;=MF L9,#V8 N*9F 7DB'W
MJ"TA@M0X^8?*K:S) C)?54PPD7L*ERP7F|'6"2;>?GD2\%U?Q>2;>;QQG'%9 M,
()8JLP=\$%(@*I5"ROQ):\$*5!)V|SL:V2R>**L>6DX.'%KL1W28W3M93+|) M,4|<2S|2&:
.0N|<2=XWB-?B#=?\$4|/,|=_/LES*!4XCG F\$>=&BTWW(:3 M%(4RSWA.%
(W""')9(VEM_9-7=?%|_5&119RU4TX56|T2R80'8%.X0H%1));A* MM>.7F-&J88\$*)1BB:
<9X'!4ACM3#RG2H&Q^@#15K@.K6><,_L\$UQ.8L%35FU
M'WE+Z6(G3V6^!5|6Y29'Z#,C=5(|;OFF_=4GSAB=%,TX W3Z,3|:.\$I|@0S:71 MMNY!
|_8|E.L9(4"?P1I4RW3*"%" !|RD|'/ROH.'A8CW6|31B,^!###900UE ML"0|6 &&|C'PQF
|H09E)V:C|M2'!_|B"3AA2(\$*16E"/,8(YHE%)G:C#2, M\$QXF(%021W 2&|)3=-8D91V-
1R|Z=D;#)R8P8_'Y (B&GC^38"N9)U/02VY2 M\$V K_*|J6|_GED)Y>I*5&?7R35:O,|
|0,"G^,.&% M%,I&D6H)""F1;HZZX5;VPI M _FBOS+7KZ:2S@3?
Z|C|0T(Q#XM,HCP|\$VU&3;F_DA)Q(D*1,Y(+!;MP/4=I M9,/Y|?OAWZ|_S_?
K+_?!|>_ZSV_0JK5S
%D>K'R(#3Q):4@&#2L^..T=GXX*S'S'G&/|"SZ7H#IK.3BX>O+7\$8A2Z/+JKJOGLJ5^#2GCS!
ML7.=H3:4\$51H.F.:S5U+|A|63W-2G,3T4XC.|305D4_DL-TL%_HX_#@0=U
M|!>OHV&R?KE502ZVFM>QY"0JUR_26M5|?BG^O_N%Z;O:>G:6"G;|
MYLC*I0D&FN++^H|":E'W^97EDMH7%9R1N5^KAHD+TZ@>23T..B6S\$F93BPW
MF2*=%V57B3J>AO+_/_5|'F^'DJ|PS11F8A0'F>FPT0A M4)\$7\$L4JE3C|8<(I:+|'#=&1-?
+ZYYO|CY?!FB;V|0"S<|Q|T%3%MWQ|'5 MY"^^" V|&F-@!\$=F3;VI%G=@O|&?
WS9_74F*[W0C|?AE5C M|_L^2"P-@P|SI#"+\$-8J|BQD!*\$L4H5+V(EB-
M0RDZR(YN&G:\$V&|H-N|658WT??I@64%Q-G65G9ONP3^M?
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M\$/:W|JRP6BX" P;P8:/==B_90<2R;,%TB;H/P)",'MQ&IQ-'M P-|6)DBX M?
P2XW(+|5K#Y"O4#I>X)|-NN-F&8'RC@?I?^K*OOC|WE7RF,_%1*EE54K3E
ME9>EJ|ML-'TU'J1BI& Q0R+4!S(4#-J)/_66\72|*EYINW4*I@M.H>8G;'Q@
_P!KPA&|B*|H*6IC^#T2.4 M)XMPCLJD*M|CZJ%.|SWN,.8IYP|M
'8>%U^G+BL!>|Y:W6M,>,*R\$F;_7&7WBHNYNGQ9U1FR
M16ERD/MEIXQ2G(H,Z3|2A\$F6FEOJA398,I."B5AD@/C3>4)C)Y0UX:<%F|UE
ML*4/T=,.B&R,E1_!@6|%2YM;H@."1UU2 |Q47Y0<+/-|P99OZ)>LQ3!T+ M3&B5^L78-
TD6S|N=>:Y+63V^|7_1.*-Y&"4HSY49P9-B1&BF\$(_#C.5IG.2Q ME==TGL38*?2:8'VIX|G.
(+M\$O#L LCO=#!;9H%:B6T-#_A09\$P0F M|/'*4*8Y3W&(9"Y-WQH< M(Y)&#!4J3:
(HY:S@5GUK|\$F.K*%?UMU EYIP'8#8F;,-V2^MX+/Q&WR# M/? M#1YK^H%A(# +Z'1
Y.YQ/ZR6FM 1@8BV|Y* MWG1-/U7,KX/+=-|NELL7JJ6Z5=|4/T5T:>S^BV|2&
<)%FD#TXY0SBB%!4L MBE!&XJ1(YX58>&4;,)D8)H\$TYJZ,9A||?2T*
(.EN29Y4=_DU;|*36X?U6S M36N9A5)-CSN^6&I?_,L#,1B/J?5,GB65; TO)^_"C_P0|%-.?
G\$>.B\$^9:' MBZ F&;OYJ3L)-+|8^2|I>3>)|#WT7VG@?26<)R?3V^|P|"/C;
|5)NY^<=&U2?W3TZQ9Z;(45XO2^!^RY#.Y_#A;|OG"5(4#!S2_UAQ/ MSW?
8J|VJ/4:"+2>C#&MPPL;6W8(|8E|M#O M??
76W\$R("444T1R0A!F880*\$>6(Y3Q/4BQ9&EG%Z0H.,&H'ZKT4W|EZU*GEIK\$H7K\$&*M
M5GV&|KD(R+!#N'G|+);FMU%=M)NS9NGSXP;CYVR(|9/&T\$9ZB..EVUR'BX;:6
M|:BG\$-QOM/I3KNJ;.IM 3Z((SS.N4)\$P8@:/9(@G*)\$,\$S*"L*2F\$=N?N)
MCKS9W:VC8|%33;NICKP(9|U4,|S4W8S2CSM%.*H;2!N V/HC4,--?RIHFA
M=8@|5OCL%,GWC9QU@-;_.MZUW7.UN9<1|U%|HODK|4=9._|V4EZ7SV/U+|M0F?
EY|5R^5_D%+,L3I\$V)|TW52(4<405B(>SXF=8!7D^\$ M-GO|RX9|0)^?*"EG30N*#T)N?
_HIT+^HR;JHXFF.Y?BW|V/5*G9?%9W@ " MW^?B"i(1HLB0V\$2Q0@+KATO&4K\$1):Q'..
(J^3A559L|X?R2X'HWXH8^&< MQI%V:@E%0A8:YSC47WRF3-|T(M.01IF@N79P5^!^!
<::7<'Q?5|4|7;-4;Z1 ML*W3L+#3B#;8X7"9JU) MKU(

A#N\4@%YU;&4^<#B_OOV4XH7O703<2X2J81I\$Y;4)40"Q%3\$4\$R5HH(
M(7F:AZ"RYDYR(YO!-:E-R:J#|Y|>O.R<)W\H0(T@"!XQ:;57+ZJG(N)35L)
M;27X456TW5OP7IK?2U'-WQ|;E=|^~W-U5\VXO/I1/M|IS=M\$Y|
M.7N6GJQ'IYV(N_TZ+=_PT|OS7B|3|RFDX*(06*(PUU#BG"A41'HCYD3B(D|2
M.!&@1,\$Y0B-K|%%WRL_0=MJ\$ST)EM_WZ"FPVZR#^|%>2C82/TW-V3>M>?F MH;|?
3:/GH?OLWJ|-AG#%|JT?+3<5_??&M_G;8G|A_U>>2!7_||H+A+8@6WI
M>-.|=|^P|;6X'2TVVF9T687?S.O.\$VV;U5E@A|;3KM6%F=W&MY0D)F,XY@^P+
|Y7/&|X|13FGAB?*(QR/C^U|O3#FORU_:B<0DE;DD18|2_M,(T0EB1')(XBK==9A'&6)(J
9L8?K#^R|F|+Q=Q&-!^B8:>B_V2\$J25_/AV
MZ|00OG)8!ZM/FZDZ+=I1/NK;8VZ*|7E1/NIO\))@1V-/NY^&WSAH*|&%T!_Y|MM*
|I"W5=T@_M6#/_D.4929GD*\$|BAG#**2*\$IDA1_5L1%@D-K2:F|!\$.657:;OV6|D504|<(
M:6OZ|C<3.N'J5EB?(!4UEU^T T&&^&H%N*S\$MKC |TG 5?&NZ2&P8
MVRF/T+|MN;L(JCZ 708G0QHZ(7D*Q-V')H^)O,-0Y:;%@6CEH5 < M3V,>O*+;>:W>IEO-
%_73Y(HD0F"4.IRB7",J6(1DF,\$E)DK(@B4=A-MNCE/8NQ|8\$TP^,.0#&J:P /:"5SL#F?
#I(599Z"@|_G,9V7Q-7KYF,"T,Y?/
M"G@T;/G|D_YRX&T4(\$^3B\$=.\$_Z;DBR=YJT_UU'1H:4:'->L M%
+196E|I\$**Y0)A\$8>F3W5L>D1(SH7^MPRTC?92'%EGV|O|:%;B/S4UZ"WR_M/KCL-
E&O,"T=S/8HJ%|!\$6RH7VS&|?Q7%S_E|6HG_ISU2;EN_E@BUE|4K97-
8|O/YG+6E|'=J4#9@98.O+ M=1M_WO2C-5Q>_|W2&|),O_I9GZX?
>"\$HI=KSCA**|2\$X3Q&39C10FLL41U\$2_MAK'3@.C16!
|9^FS')U|T0_0N@HTH02V+N8JZE:9U=_?EN=B|HMF)6K?>*%: MK38Y"K-
=5/*'D>U5KG_QU::X+|>:J_4POH(6*",XZ='?W7^C|_#/'_ =5|%_M|_'=HW|ZOD=_C|?P^XP-
_'T#.#MR?'S*,IO?)>>+EW*UU.Z@8:8>;WFE.=7T_M+DOO13/5_-|/), \$8ZIV+F&&4&/
<%0FE*,>RX)C05'#0A49;PN.|P;5162V" M3: ^39?#ARV(E@P38*L(:2Q'E(4YXA-*P4
A3\$6MW@&0HIR\$E:29#7%:8GY,Q MT'1JIX "1?0U%M26|+1S0H%@' T. MA;
|O9G@WYYAVM0|RT_(@BT|)<*(02P1'_"(,1%RI/1OHRB4DDJ|KGJV|E,;_M"K;D+._/|-
CI^|>Q(4I^(|D>D3X=+K|W0F5>1><0\UM_|%>\$2^ M#C;RU0N=SH,Q.'WY?
UB1>=U,OW'8JX7^;HJP7%ZV*HCZ^E^|+KEJHF!O2|_M=U!S%NRPH|>JY?*L@K'
\$@QW*CD4!7C|3.V_E MO9 &QNC<0_9|.&.@XNEZCT',Y=|=-MI-SDSA*XEQQ%,DP
MOU@0@EB.<|08RUB2IPF."E#*=KWRR'9-TP&F8S8#'S\$
MN*|4Z6;=:5.BA^(MA=&G|JMZ*7I>%NWOIVM!UO6_MOX>V^Y\$TD|_.\$#4|H--"WABZ
A?S1_M?KN00FK;<^OYW\$)F|N:R/X<4=? MJ|=<#4\$U>|7GU=?
CKV|C.=4G!8D4,|U'>*\$0B|/^0S\$B&"Y8)\$ \$U"N=)C6X MUH1WO56HFI_%R5;,%?4@/5>+
S:DTNT|C;UHEM#\$&MTG|+\$V|HXQL&J|3A8O
MVW)D<5N",LW;KW4:"YXI|2=GL20(\$YEJ/UERE&14A#&3B2A (03/_ (T= ZU;_M02Y-
T=|G^:KAOKFYT2I4K93^T!;P\$;MC?4IVQN<=L0?&%0YK?Y;!FEDSD 1> M:Q3|
<5_VRCF;B18?1?M>.+N?2IT_\$)|MAS',QF8"5|6JX??9N7LZ>6H;83
MDJN"Q0+16&+M>Q&%"/&^+(BCY0@:6IU2?)HY9'-YN?%7W;V|%CD;DLV2!"8_M#6K)>
{Q6G&6^2|/U2SM:KG_::OCQ>I/HYEDQUEIU_H&AAY-/L|^E6-=|?Z4K
M^9:HI4A(01&3<: '=DT3_+4RUKJ28XY!2+1AW.YT,6NAY, MCC&"GDP&2>YZ-
+D(:K+!YOZ%(3S&D>2L=-|/),>4WNE02|Z_:R6^ MZB7:6M6/TC29FI7U?OG1?
#DM*R.ZUAA9,7=(!WNTS5*1@(YE324+GPI,5(-B(MUMN8/6\VTYZO5S-
GDS#*+7Q>#=_VPI##\$X8|P-D9#W|PP,S%+A)UZG1->5WH|,|V(GHR2ST\$)O4\$-@)?JCZ
MEF^Y?*L7N=I&O)M+9P|9IY%,"H'RB\$F\$69X@H@35!W"A(B)|AL|A867J)>TT_M_0-
D%IO*%E_FQZ%'ZNOJ_\$955=BL4S|#1|_::(M6^>:%/#(?\$+="_H/R,_%@VG-?
46'R4)J@2136*F0G*^B\$?%XDIW/QB>4F.PV? M%V7W#-SQ%%Q/|EZ?Z^R?
K7:LGQ|9)^|H6_"Z-)U6|1;S5'M/6^?<7D&9"TC CW)VT%'7=6TCO=IK05WG)JTM"
|E4VKXO^FLU=9:2LR6XB|2FI/26^L M)BLAY0D7ZOIO+J587M\$5_'|^5Y_3\$MS+:L-
PPE*99YB@E1,")%%"*:,=.E M HW6?'V"WM7K7CP5FUKQ_(OTQV;%U"|(_YT^(K>^~-,I#
|!#_@@|H|C3,|TEQ MPQ|Y(P"UWTFY_#*PO;+N1U*|/?
SR|T,>%81Q+;%&6FBK=D.C|+4TY2@A641+) M, NLCC_;)4>/I<^,A_=?^O
L%D|V|FM'WNX|P4T*8
C|R|W|H|IGVX|3;:/L.YLY2DRC<,>MK33GQ+R|NH|E.=M|_)_MO.70|
MH;|ZEUKYZ*/<+5&YU;^ZG|6Z-G|Q89GOY6X;# (D)4\$85P:CIM
M%A%!),*9RJ36\$(+MO<#A#(VL7E>+)S8KM8+|U7(7T(:|0"HE>;V-S=:55I5U M3,
L:QV'CTTT+,DS|#X<5KOD+6@;WR|@N L-D8+B|"#9!|@VCQIVP3"UX@Q_B
MMTWL;BY:Y-'|\$!OS1|V/4Z:|T(3^F;^8-EWR3RNZWGY:MV|P,Q16E2K^X7I M"
I(,)ICE@FBR1)9)0E ML/M58!;&KK7:| A|3(|(|X"FJF@H8KQR8M#MC;Q4"112V|XP

YORZDS,>MOFXTP1F8JM*2,T!'Y+<5W+QLW>-9'.PO2W7U8QY'O+\$W/LF)\$X13I1E&1'
MNI*2DXS'7,96L^MJ*8ULCB+TM"A7/HK0#L3OZD+'OI_U)#/,8.PY/JW0@::K
M%#KL0@#B4GI'PLU7/(>(+Y_/0K@>9ZYKA0F]-M!JMT0FQ><9U^9JY::;WL#
M9?)/O3NR?=E,?YJ!9=_42VDV)\#M68&//UJ'X%NB^-#>)BAL9::;Q5EY!#
MOEIM+SCUR*N3XIP8=W7Z.8=NMC_*OYORDZD00US>JM^7J_+OX^I6W575/ZKKM?
Zl>+O^JQ%+_6MR45Z^5^\$?56GW;OK::ZX|=):N|.YCF#CMW'NC27(+X7=LQ
M\$Q3XV%Z*N-/FKK^(6D57/_SI9YZ;H|DR_I|64^%NC(?A?ZK>0C0!-<5^GX#M,7J,"Q'N
>KZ?X@,ZM@ZXKT>EZZ0Z\$9: ^K|M"UAEXFWS:|^CL;GGYIVSY
M@(E(LBA+49AGN3|DYH5R@S&S>(P)6%6<-A,W"YB(JNVD|VN@C|.96!@H,Q
MNO"*+QQ@UL8)@@\$WR|_+YOUJ^0E2|W2W_+S0YR^7=[SC%K98Y|IO_RJE<5!
M.:|>M%U97X4Q#1T?6!(^S\$6"1)\$ST|A.HB***Y)) (P% CDA5FU?(41'50(-MK?
H&&NPH;X6975S#-Q+0\$,>F#*=FX"+8LG1;"&Z&@T,D5HM-&BV!B'<8.&|ZV(CZ\N&|
| ^|):KFAL:P#"KYK-|Q|5SZ1++8,AHKSF%&!(W|&U,|^B(0ATNQMD>WZ2;V
GGL|H&))EJ1)GB!*0C.,CRE\$,LY1Q(J(Y9056J\$Y?8#F-YIR%
MB|8D/6)E&R/P(S|LRSJL'/NE6BP|&\$J(4-Z"QVD)@X.|MJ!'RP>>>V*ACMQM=_5US;
&Z=-MQ_:^R\$X=_:R,^6,JB)V2<.#D3K3P>X2P53J9I.8"D6*"I_M6@*G6/O!4I-
%T\$^+L|L7/.\$RZ'O5TGGJQ|:F>2|Y#_*Q7SQ^-9FC^(XIERF
M'*4L"A'FN\$!,1!1Q+B+%99PF++<_V9TG-++R-(0#0SG8DH8<)3HPLCF!^9\$<
MIF"GA7:JZ.F0'G):H."VY\$(^!4GG7Z)>LYT'0L,.&H5^,.:)Q?..'2AI M5>J-?:E/-O7|S.T(
Q:C(HU9AF1.4H2S,\$,.)0P1D8LLE0G-E56O|UY*8^_GMEU^_W'SYY5OPX?/MMV!_!7?77X-
OOUY^00:VFCP+E)T|H45|F%U:DS31AV:|
MK>>)MM:R^>H2>9;..M"TA^|0|ZO_8^X)KLZF/+U6S'X:3:W?&CL;MM.\$:4T2
MVFMJ(V"/^TN&TRM3O68ZA7/H:W4H20#6DMMEIJXK=2A",<-O&OKVPMI?
SGB_XHKE_U'ZW+%*4|W-JBN+-79XB+O3NQ6*4Q@E7*0|9\$8*ZG9ZD,K(2
M:6D&-5'8KG4.%|L=:|'T,+4Z%'2\$|L>=\$GG:HT|3F'1_ZA3S<&_J?M@|J'U9MBJ9.|)L9V3-
:S>3RJW9B3?+T%SHK/R^6RX<\$%T2EF4(BYYGIIPC(LVAMU"*MQ52%:9)"X|L6=\$?
66-.*I&D)!H^:YKIWZ:.(RD6)|*>XTFO/I?AW|R-5JAY8M5-
=0.HXOLP4|%"11."0:81YI@UAP1'*6(T'SL"@BF&TM/WXO\$P.:43>T7TQ?
9X#SA*8|"/0?*^0:Z'_#)?%UN_HAJ|8VO.T,Z;U:/#TMRH90>S95
MG/;PE!)I+XJ9SFFF_T8<(IR1(B51+C"V&F\.)3RR;C<\$UE3A&2\$-!U*_N8
M@:|40^9AO=>_I0YMO@A:G%I_P'6%!@,DE(:|SBW%)LU@+ZR;G#A>|)P@_4G
MS,K!Q=S/TCF|^8--3TL|^G?H|J'R):X"3EHMR5"LM>&LV^JE<8%YAN.,M)*+
<^<(C6PMV_:M|_I+V>1L?.\$?.,@+,X9:42^"AFCP1_O?47)U?1)ZH3|M#|Z7W>8=B%E-
4OU>+EV8Q^TIKP:3N6W'K^Q?DE1M9#0SFH200J3%=\$'2KI4?I85K9):CG)+JEC&|C-
#K6G6|'1K|P>T,W+!YW_MVS7K|:F=_!46">5Q\$:.XCW*\$"0X19:G^(XYC(F-:))!-LJ=M4?
6R<;YFW7/M!>N5WVX|=)3*Y3C@>|9"=8|:6V|*T^ZFYT0Z7#. _6(RX'|H(&ZZ2#U?UYH
MI: ^N|RB|7"48X12XE\$.2-Y2I*0YC'@;B* <@;&WPJ.1W6_ML@U3P=T. !N<|P?
%T;@G@IT"D X E)!P+J1N0&?7TY@:, =CIX0@#QD,6,>Q-F/V.A.R%,TF1%1\$8FXL-I-
A|\$Q^9'HJ!0VKR D1!A'=58V,Z7?47R)YLR5#@8\$-?)'RAN#E(.+X|(#L1>_RBW-)?
E,*\$JE|H?D;\$G'JW9\$MDR89|- \$-%|Z)6=_K&BHB#!#!TC9DZQ-
EKS|3UW/A3(^NF^T1D\$<^%|N^+(D68A1P1IC@*"YH6M>1ZEN0+E3J
C.WTPX<.HPU*_N>6@8\$40@2<(WC*_.BAQA7*8+_LE,BNML0K.ZPP;M6#&3|'R|?
IO,^'+Y)%GBY^E6E3RO^GLU71:CL0Q*FY3H-S:@XP M%|6V3C5!\$W&138,+
-64P^_:L@:)5O/6B^!% ^S M&-L<<|9|.#F:*= @*<+1-F|;-1MVC2M)R,!)?;J: ?L T>US
_N>1#;88M6(JMZ%WP748WV(IY;GR#|?NNUW
_."&UL_Z^SQQ|S_!N4U=RPA3GBJ%6)ABMA".I4!%I4|P3&8=IS"*66MUL=_*
(^LA6^NOWR|?;SS;+Y=?KFXN
M/P>_WOSRZV?|_MOT%L|\$&#M',1X!IN>K>>X9:5D5KU.:|@|4X0A/;\$%X4<
M8#F^>/>2RB,N5H@4LDK-Y8>R"@.M;R*V@A76Q&FXA9Q|SK5!|\$TIOMGZTD+>R^
G8:DM@7:Q^+T;QG.DL!TXD2=Y5.D#_H M%-*A*>R!0-ZPJY7FK@E|(\$
QQUA#Q|P"8M|+|5+*.0PO:FV+:D^S:KEZO-,MEJW?
D:6A2G+*4,C,'5!,0D1B'B\$BT8&IJ0TP3O63=@A!EW>D7*+<0WZ*@'C6B"1>T):=FM-
M&,T"";1SPZ7K8M=&E=OWK^9/*0U|B|7&^U9NR)OTW"X#_VO3WV4+H|H:TU?+2A
M.7'O1P,QVT@(2|I>>BKV;S>S?:W'4GC(BH48BQF>MLA\$2IX2I,0Z8X2>)4M6'5EZ;
Q|J:SV|M|-4;RB|7|B0D5L|U4\$&!SO2:G/5N8RTMR%\$>*K6C8WP@
MO3!21U;S&+W6J35K* M!#PL8X&H'K^UU3DJE,OW7-2U3M=C|!"ID.6*1BA6JD"81P5B
M69\$BE:M,933&)+(:3@N@.879U!P\$SPT+T,A/V:V<0*O2#B82/'70|(#L\$"M:
|&A0|Z*4X<2+"&X#BL8/^J1C%|B;-30;.,BEA*MQ(7VC51/Y#!U/BVT>P_|T|J*#

M>^8/1F%(CWSKKX!+0_Q.R6P:X)]>8.J&|YUBG&APW_VFQ?R>5;*6W55:3|G
M|8ERBI7<-#H*0.GC:L69N1L.:W0:FKA|CL%0\$9D@U'ULIBNHK,2EY)JI7E@Y#-
MWWXR>K.|HQGH!4PVK7P,S(W?) M84F76-3U2|6HXUV,EG_>*B6U=V.*WZ^=?
|WY^?;K.BREBHCD*4-)3A.\$&=.6 MD60)2N.,*R|SA(4/BQE17-
D5|KP\$&R8"%HNFIL5'UI&+ T:|!\$B;V)5W>& & MR@H9IZB6'420)=WJ-
QB7<.^3,#0%TCFGBB8W5H3!L1 PNW'QF"O#AO>L.S*
M/(5%\$=&8)RAD^@|,|A@5<=<0A).41C\$6.7&;Y-!%=&1KN6'!+5|G!9N=3^<;
M#)AMW.+@/64'\$A0>2/E6_T_GE|E;=5=4_JNM2_MW*KK?Z|>+O_2!|H?JG(E;LKZ7Y:?
YN+WY:|O%IH7CY6^B^OE?C'NBC%,M;D
MA|K(5N&NFBVJX!^25H'F,/A\$9U6@V7ZI(HYMA7\$;EOFEHJ5IKZ7/C9?E6| #S
MYNH'-7'AV;P.UDA| ^KQ|?|H|>|VD^5V|P.;|.:2;-4?/CR|5|YO7>H|U:|C'
MN3Q|B/VAL.D_/Y@A^U?YZ#Q?^?<+NU.8SA,+DT7R_\$*V&^SSO+*;Q_95SDW/
MMSM:K=X^+|H|HK'S(J&G^+B.4*1(A+#A&)&0I2L,H,|>K))41Q#| |C&RW6T)
M|C7%X(^&)K#9P0E<|!RP8=+"K-1:4,-C6V_BU8|.\$|NUPD" MDSI8YP4|= *KU>+?
^P>%G|9|;TS_)5?R8) ML"7LB!^9G;7Y%_D@8&9KZTU=!#M|W|HQH-
=SH.&|6"?|XM@PWU0LW|1; 2X M"#8B7)A1.1Y|TXZ/M*|VMB-
R.FW'V_\$A/VJ..P%)ES3\$I69\$2#-7Y*L^-YB-M9YO_N!2OL^6B>KMAK&3-
<'L*BR@71#"%"E,QCA+%, \$"6SYJGW53AFJM@PQ8D&.^"N\$WV8F0<899X#>&E-
81.B0T7+"%I MCI\$Q=4MZP+'UE0\$9
\$=//L1EY0FS(P,\$W|^5#%G(H0;O|7%U754FL7WYM+(N MM|MI:VO;^ZBE?
33Y.DUR4|GEF/3S MRVQNVENVN)X"NR|.(AE:F3\$.L#T%8T!#1\$Y V|X0E+!
<4)QA0GG6:R,C:OR8* M'&|:"8O-<66XL##M/I+3Z|^S,,LBY.SAL|9V?O=#NX-?
7NIO4AH6+,0J09DT|9_-JT_%PP42'*=8 MDD)ETLK!+.7XR):D)A?4|
(*&H)UFG<2AVX0,E0YF.@""6:M.EP0=;KI^K=G@
M|5^V^_K)Q291H2XQUJK3^A"QT6P8<-)YO>*>B?+UOS?|S&M=I;+%;|
C_&JO7"T_|H2PV|DY4U&9942C001|+9&U|Z-4LC(UVZJ9J%<^!MOP
M|+P&|\$'33KW'P@BF|\$V7JY:-H.;#U&SMM;|99<9SZ98+"+ZN\$\$(3WN5R &4
MHRM%+FNXCN.;O|1.W|WDAK9/U^:\$714|169DZ|\$A:NZ'5 O*?|0U31L6'*?
UG03,SFP,AP%F((8BX##,KTM M;R/|3A*9>+!|EZ#'_X_TZGW:<&&)J(Z6X?955:6;,:?
EKOD<8!^;90ZUMC12%)
MDN8Y(K%D"+-4O)JE#,F\$|L#"3J2O)J\$C=DN|(RMUR\$6S8"#9|M!?:@O|U^LFVE M
(743MM'_JF_I88C9#6|XKN:QR+)=5|H|+ H#@:R0)|W6FL|+UIY02LDSMX M;61U-
V::W+#RN,.9>T/U0T0\$Z:L;A)")U.?DL5U/O7>6E-.J3XEQ,&LZI./MN)2^K*_W?
Y1|3BMS,:V^Y7|;_K^T?*56XPU+&F|+Z11D)
E3@B5(DBQ&F.89HF\$DD(P852K'!8N!XTK.
MTAH|:U%W8|P.4ES3=@I9=&%FF\WP@@@3P|+(|1K)%9\$WY(OB9SNNHI^|(AH6H
MWG(=YRE-G/#H%?DXZ|'_BN-%!%K2)KJYG7OT20X# <'0- ?2RRUGLJYQMLJ VW:N-U
MS):K;L9>ZF9/#U(25H2"H%@E^@|@6|@0Q)B,S|3&+.4LXS@"3C"PHCFP5=CDP
M&Z%8MYN#"!5L@+,Y6WF& V88|I"X5<'V8+!+WSDP B M|QR/;%;:1%0\$&\$S_
1Y\$68\$E|7JH>Z|_54^ZP_!UW*NVKQ6-&GMI-63A.<
M%DF*DB0*\$>8J|T@<@I9TDDA>\$Y"S*N576MH_0V*D=0SK8T@Y:XL"68|UP=5L|MGR
#S|.|ELKKZUP7:Z.7F/'S=\$_:5V8S_C;MG@X\$IR(E!4H\$3%#F,8YHIB%*\$|5"PF52:Y 70*M
M|J(ZLT(9X| C^:/_KM>|:27|/QQT| MFI,>=T P'|YW8"^|S;=?
^Q'W^O6K17V.:H9P?)TM_USGG!2.(R(HDL)\$/>,H M0Z3
&9(A9!GC2<8*T'1|"YJC|T(V_JMA(MCC(C|LP;VVZ|H<_KQC@W,903# MXCC6W@8?V%!
|SSBYCK1W_AJ!Y|D#!.Z=9F^SUJ2S|'""4ZRA|SJZ%5M1CE.9ZG"SY3"ZWT_>VWD\$B.
(U#3!#1KI49:9|@EJ8Q8H4VDR&.|PR#.MC MR(_M9|W^|MO-_6_77^Z_!9=?/@97MU_N;
H|_SA!9/*+'N<%/76EH^|H1ZE."3"DNBDAEH+L<5E1'WNGN M:
6J_80A9J>|WG%P|@|4|1E:RO62C&9*U7&E/|)=B+LR #O/16>J?#|AAD;61
MP73>8CMOH5Q\$E MHCG<.#\$QZUG,'Z/#@-V EMVK9 M|22|>F"27M"HZ6;
QM7+TXM^9;J&5K|R2C_|ZY:O,Z6=9^"ZDG;NJB@!&LS M%X42X31*\$,ES;?
JRE*@HEU%,K1J ^6%G|_S)AGHP;|D'SVOZ@6FY|JLL'8B| MC=<|):
(PJ<_*727MXOM6)Z+8 ?S-8!/AL/@?FK,8:6^TV'O6@<|IF<+A7V M UE0'?%,L6&?N|Y+
"V=.J P>N7M;^8AO|\$;<'P_R.1O_M3_H^:U^_6JN MO)6\$Z(\$BC/;
(%PACDBVAU'62QY@6FFH@ATZ6LL1D?>J6IR04W/<0CS M:.)^0G7_ ^KX |;#| #0>X^
G4D/'S//_7-YOL,/OT|)+.33|>B-S1UW(9=S%E4 M+>:SQ?U+52Y>9?6@#6R.F=26-
F9*F|M\$H"*F%!5892S),YYDH%!'AFQD|9K M>L&J)>APT|8".&CZV
<R:G_X15L8\$Z784O\HJJEK|3J|S|M*CE|+^*T 9,EWV4R M-Q,*+I76T'OZ|T,:ABS-

<(*GJ4(Y"C(J4<):S("Q7*4,7)P\JT:(S(R/S M"!)&ZY!< UTW7MX?
FR^K&H#)L/6&298\$6"E!("X2C)\$15QB-05-M>9A30C,"NLG836YLLWW%-O*FEN B6-?V
:A@(/F@KTOP6:+YI<+2S00I0@1G/M+3#?&F
:TL&6MC\#:">C) 050VQ2IV,G^*UL'P+7F&H3/
M+_)^T8ZCNE77I5KHKTk=:!^FRQ@R9\$UO>4D6+,2B)G+90P0X_%^6 MM!#PNE5_1-
Q@-L S9*"Z20< G.HJ(70FJ\MT\$ZW+M/E=3=7X?/. (OV1JD^ M%A:Y@3G/5(8PC11B)
(Q1@:GBG @9%E;#H\^3&-E0?-X:M +;D_@8;?-#Y,2 MIM;f H{0)?Z\.)
fV\,\$)MVWSPMXN%=W/ G3.-NMBDBN7Z2U;V\G^I%G^M M?K31HP*)SD:9*++&=L-
Q!9V3=:R@:'!)<0WL= MS+0?O-R%5+= ">I0?H6.HH-&,UL(YC2EN6O=R08V6PBW.
fO9YG%7%;VJfV/ M;THA_XO^?:0J%SA+%. (4*:5DQ@8!I9@<&3NUQ^L" %
UZ!,6M)M#E"P*L\K.4L:>(KV^5"60T M+ 7:+\&S?:0E/'8%W(9P*.F#*CC &-
H8^W&009F^+:MT343 MS7BW'9P:/H?NW4)LP8,=@5Q#.!<fQM: NCO:B%4^YfA-
8+3GH\$"KFX0U! M\MN0@fHJ*; M- QJ* QA4-3Z/7@*\NB_\$63;MQAHEKV;/S83>=4f
fR\QE_THCH%F /UR M>7D7K-N2f/!<@GY:T *1;H?UC 5/G+A@f_#B>J4;K18?
K(LHfVHN\E%P%M. MZGLG%U_DXO+UL9fRR5?;)YB_W=&9
%0=f"PS@>*J:f?JA07V5%'^7f!->6 MG<#P RXTZ/(2fUfP0/797_(0/7:1F97f>Y<>TJ-
MA'R0)VM7G&):Qf81OK M%5R;NOP6BR+,0DYX@GC"!<
<<#,*065(F5E.80fX/+;M^Mf8"JP>^3LCORCX &S5-W9D?Hf@^7S=.BWISOI MZ1\,QV\$8
+Z EW;*=(R@<=:f46NFLNf#UD1AYC1""\$6fOACGJ*"8X72(A=) M*B/LV) *^5CBB-
:A):@<:f7*CfWTOJR@YHJGf#-SBYX10.:/fELIKP%XR+8 MPC1:)^7SPHf31?D\$O??
LH'Q>)fNR1TOPJ,*EW_12MP_/?ZZ^NW\GEV52Z%
M_AD:\$Q>9>S4J"\$>W,^>ZFN*FH7@MRfW-V;"Q7*F0>BXC0-%HSfX\ (F#+W M8C!"-
f.5J>H0<-2DP4-f\$3>@ E%+\$IS:f+I0!.%89X7C*&0
MfV: ^#XD054HB0N,B35F\$(P;RW4f2&5F'6^=T0f2QRfH@.RVXL%B.fGC (G! M^VVG1)
fVv-,T)MU7.f4W\$Nf' 9Q?*B.5K?5MY7)WM5-(^(+K0%O>^f=A)<%:2DLf.)?
AR5=4AV7H,"f\$@\$LI\$4OK)MPX M0f30MB3!@BJB9)ZE5F6-/71&MA8;JL&6;-f(\$1f,=H;
@_PS7>1&fY3KULJ M7RWQSE"9MJ=-MZA'#>EZ'G=)X'U>T'*YC=1_6924\^J%SHU-
>&F'(A\Z@f# M%!=AF*\$XHU)K,<>H"(L4)3R4/*,Y5;E5-9Tf"Q/DfRf;)ERO8C@fVZWWTf
% M,PDU-SLYLXM@RU#0<.0T&-T7Hf#fXfC(NB4G-0Cf2E@.: (GG>Ff)(3)SB&B
MfZ="fZTTL'fSW8=T^5F^RGD47Y8B:0MfHS0A61HK?XM&.<)Q2! +288DR=-<
MA06E,6B&N\$?XLVV&^fX;-G?O4KS.EHOJ;=-*00U>
M*DPIC)""=%_X*00B&6fO)RG/,YQTF(76;KG:\$WLD78R0:N&=B.3"";Y78. M.fM?
S2L<,'00B83C1;(^2-Q&V'F 9O"8.L"7Q7D*78^H0Z M-S&NfS6'#+
0_/fTSD.Xf=3)4ZV2>"^A<.: V_HfYJf#Zf-f^H
MME->D8!9KRX00L@fVTKJE@;N77VZ3+"MH'O)8.N77f-/R67RYK")RF7#ZF;
MPC@M,A2&N2D?ISDB@B:(J(B3A*A,%5;=,X1&#V9M"47* FfGGD\$AVU:R%U(M:
)H1fY/7?(YY'A."^\$MFW.P_1Yf)""6=HSCSGVJSJVPfYGZ^;HRG!"QZF M*<*fI AC"
(2AB*LT2K""D*):S:YIQ>?NP"BZ9f4TW1M6?<'AK=NC5<fIAF
M@<1S:\$QU2HHf7:GVEINX)=4f48f49U:fP!>>WfF:Df5OK\$4!USDx5C+&4 MIXB'--
Z9=HS4f:CA"<1*Z2D:0751?30&UG1=D@&-4VW_&8/9L"@VG D8.H(M!L\$18M8MFN^
VfEJHQ,OZO;f;+BLYS77O=+,^:V>%fU@f+HPXLI<4;W>KA9" M/C"HSQG(8JB7&DECT-
\$4Z)0E,8R+4B:f0V850+>D-fUNNL?"15/'8PIZ6D8"
MPPETD^V&T7;7f0:.TS8f"!>'W=E*V@:'=?Z\$^_?5L(>:^AVKfGM!fJGKS,A
M2f*/F<5E+";.)H6U!2Gf;XBBF(8/L\#WT MfE;^;_R'%_S^O/f0Af-
@S4J=*;JC;_W@&U1M-OS/6(#T_T34/Q1Tf8J6P-fM)9R>G(^JA-Z@f8BGfH-
B^!@fAWU?BLJIN2G\$ 6fVMMO'CMT96VfJ&?13X M0*+^D*^f# MNZ^H,"W0-
3'fZW:XB"9K/EM3Uf(M)RBV>UHDfT#NP5*316U/fMBf;HCWSA\$O*^.?<
98B7YCW(Q7SR^?9-<(fNFfQ(2Y7&A\$A0F681P&fINRORA%
M)"=1%@N1)Q+0D_0LG9%5:(N)/Y'fIANO?(H+DS)fD@VGS.fYR2\$97Rf(
MN&5Z3R'A*!;*U9/8O?f^Q:F='N%V\$ _DfC_NVNE#_.3FXZWWf(>P,%?S681X
M+#C">6YN"R02Q0PG>89IE&6@D-K^fFfUVMBK?f(#)T=0&'G;L+";,LHK(Y MM.
X)8*W/AMfBT_<3..48,<=,TX^Y=H60WfOY7+53@;f-*GJ(1>8%'\$Nf)"\$V M40C3@J"BD
KI+3SE>5BD3f)TZ@2-L3?P154M_C+>XZRE'0f=; XIC"Q"TKSHIXW*3B_*.>fKLL9RI&?:
E MZD)\$S\$ZS27fVZfGLFEfNP",O"),X3BFB690@GVfAN1\$A0FJDX\$ISA+ 0-U;_C
M_8>>f/+EYM/-U>77^Z#RZNKV^f?fF^f!++BM)ZfQC0456*).f%?fIDB0N6
MH8))B<(4XXBKf&;2ZO+JX<(CfY A%1A:P'3LGNS=FC-\$f(C.6 H#RJ&>XMPI
M6;JWT&19T5/LfZ8_3_fHT&Z);674fAH^1B(0L1E'fAQ544)AHYfM28^L3C4-D_HLY4J?
(S<7068U%V8\$.FVfEYL' MZ*#>BKTHVYXZQf!->AC=(-4R<;%S03YH^

@^&\$Y^"FI>QNB[:^N JP:,083? MJ1.C+2#G6S):K^"24OI5TOGJQQ6ML.E;J5Q? "K%MY?
GYIEVF/<2"GF\$8WWX MI2C/S%:/D0I\$B-);M%22QC)6&!/(/).JX9'-3<-(8#@)-JP\$ T:?
GO\S6+,# MR<@ \$.TV+F/B!#,MIR'2;&P &I+" @ &R6F- YQ;DLL:0%^9+[CP/:DPP((3
MYL;@8NXGRQS>'Q;N-X,IOLC50TR%C+DD*&&Q=MZR3#MO&8F1\$@(3'DN,I94M
M:/^R";SYB'X'SOKLFX1_C4@L.B^@YB.D7U#Z2*X IO/7^JHF"OZ/%NUTRO7
M#UT\$M_2E#V:JAF^FKUV#_YS3@,<2.TY!;!>_5W" P>BG00I'SX&+R2[:=H5
MWU=B'12\JO;RV)U*1; /*PEO3&VJX.@Z6?,1K,NW-N'JNEI4LR3%BWXIT)P%
M+6OVQ6KVJ'7K\6B 0;4;C-4(-YO:0#@5QME3F:OF#BSX;CD=_&6/#9M:-S3, M2L?9
.U4W2=[R4WJ>+;"G^H_=;O#2Q90557=/GCTWSQU_*2+34];GO@[%IB MQ
J430WG0@6&;E 3UE_:EO0819T=\$OHN\3Q%ZGT*/CN\$/EO^V?6.XQ=5EK-%
M9>:O+=>QH"E6-\$\$:3?3>)AQ9.YSA"C!.24RSHA25JW_SE(8>3=JZ 4U06-I
MV1\$6EIHZ1\$*@>NX(-X+G>%827VIXM/ZTNG=."O".%._O@P#O\$|=W9IGJ?XB\$
MBA+\$(Z40UB'=ZF,K&W;B|\$M4;=[#:9Z)ZO90C3#2&*9
MATPOE%.1(LR+>D)1C/*";\VX??F3O3L MGRIR>=#S)LU"+F61HC0SG8,*21
QUR\3B:6("699ZM8;<\$RN)S0JVZQ)L-MS MKXG7UPG3#;?!EEW'A-*HGS0P-?
6O\OFY)KD@'J>H?90F1=1W3FU4GM\G.S?% MQW VSS<)
<<+!8I2&G#%";GT6E2\$J5!0A07-: MX 3+.-=
[SM#9VR;OJ\$:U&0#0]ZAB^#PH&VW6+Y"MV>H M3!O [1;U*(S;|
|B;LE|3JM2&8;D>B@O,ZYU|?;ROX9KB=OSR*.FV/L%|#64_ M1V;;N>P|PAZ-9N|W0&
|6\$|AWX#|UX;|7M7TOGGNW92!%;_?L/W%I_U>G13L MZ-
MT^JEAR2GM^&RB7YL!E0|HGJ8B*T(DXBQ%..W0H\$GS6Z8
M8:FNP>"YI;QJW+;:Y@UE_YFO3@\$|9!|.TWJ73%BGV.YT8"/4LWX;/4@:906+
L12T*JS8'(4,\$Y1DPD/!&,%82 |A'U MDQS9.MPO5G2NS8(VJC/VLJH-
@ER|3A_FYO(R3,,M0"1%G,F(%2@A-\$=8I9&& M,V4|Z2|PGH1<#DXZPTOS(1O^?
NM)4KRG\$2 M"Q\$S@@IM Q F/#-|6(;2-"Z8*M(DH6F+|G4IW@_C-
7&_"!O#/1ZV=AN77|1@ MN|>:=K Y!WW8(1^TL_K-G@3LO?6TTYF07#2|

@.,|#?"FIRXG3:G7_U = MM_;&K2-I?|I?0>!=+'(!F1,GEEA53W<5BU7%JJJW%
MMYF*"6RC_56,%C6S?ZI*8=_1(A1Q\$C%UE3!(I>|)*4|BT,,A2WW7=|/(#4"W
MD(Y+SVR9%"&8)6I)K6=6S&2!V0A%8X8:|DO6+:EM: ^%%=?!2H'.%ZGC"-A;
MNOJW\JCSRQ5S |H|ZF-Y-%.*DS*Y|ZMHF!^(E#(N M"*P?|QC|F35I1Q|5|)%&+ ?1=L8|J'H
YNE\$,=4\,H"!GA\$O#PJ:|YD9@IOBGN;K_ZES_F^W>;G=K'G|E^N6R
MPL.B&F@5QG,UM;NXZ?"VG6>|%N7U_?WU#|K>7#|6L\$ENG40,?0*_OR_\$O2KG
MKPGJ#UT_'7E '7B@ZT?5:-WF3+A!H2<,B.M>=^%I<8/" M78Z.&WX'G-
_IZ_8ZNIAAVOSJQ^N_*%ZY|44D62|[#;H|LG
MH|CR3105IG2|4EH\FHX(9:147>LMIDP#PK25:..@QTP/J/L%|#"|)H1NQ^C'S0I
<%3B'N(S3|@?18B|\$MVL462/H._ ^%@/=| M|,5,|R Z'0GH 71/L=U&6VZ%U&:IQ9AX).8
MAJF3QJM*Y7_U%%|J?-\$C%#POH?|L_JZR2:BSSM&,%I2_HS7-9UU;|@K(I0XB:
M|S.="K*>!9@'.IA-4*C5|7ANVZA|VZ-VX&66+K|P "P9#P#A1_ ^S;N|.#;H D*21-
|7T^DM5WN_OE'G>^K8@,T^V: M)J4V>KY=E0T(T>|?|7%W/%1P=I.^?
C#9LU\$U&";7VFMQ:JSW/J'^"#;\$;F"D MU/;:[*|4_EM1K@)&,C77\$1.A&K 3U?
&')!GVN!L'D6 ^K'CT C'D>=A^8\$D.,D\$PW'LD(R2).Q\$
MMLKK0#._&S|@36!%2U.21E,N&)I4BW:XT=%F3T4;&L;0FSV+FB7O4SX//;|M%
|S6ROO^-T\$*,^PS0VMJXV>|&&SO)X S:OI-UEYT%Y@@_/F&,&4I^&S7:TF* M*W(?-
O1^E;"\$>!F/L1K#OW GA/"REB-M^M=3Z4?MJ^39 *><_7\$ #H)41#1QDXB
=5&96E;K|6J6ZKZGB M:7AU|"4J>K'AR;+"5.BTR=Q5JT66W0+B7I\$ LUA)?
TEB|K+A7S*X*X_Z'#<>\$ MT*)0X;XOXFE;2->^"?4=5I<|(|ML57>B7>& &P8!35TAY!\$F%
28AJS (=N M)FA F.|%&6AJ"(S^S J|YV;DVVP%23W5GA\$?F+O&>AHKF; ^H"AU+:&BP" I
M+SMKQ R:B|\$CALO O>#W>;6N7KZ(>^5DT|SZ3!_%RE'-9=,HQ,+)!EQI5M,
MPTRH=M=1S&,WXZF6&>DC;'=55DT2'6DB153?-^|9-Q%GBHI3..!0H(YB%)
MC!SGS@47|Y^'Q&F|T8//F0|YV;) _7#|I%8*M=W.\$|A^J|NOUEZ_ZM8W:B|VL M5S5|U&8
-1R@-Y('N+<6CT|F"KJ,!T< R0.<:OZ\$IK;2K2&+V%1R-IBG|Y
M'TGW18,:"O|WN^WG;7XKMI_%5D6O/N3@2;V#B|P=1#J4|*)JBR03^/;|#?HL
M_Z_X\$'G9?+<_+;+50JT-PR&D1G6;ZN@_*0,#OFF+ZK);A9+<;@RLO58^@(-M>%*3H?
6"80'4G|1V_XY6XAC;@90_7;X^L|*V^FC34E5-U|P@Q0*P!|I#<@VU
MG"XT4'"K|J>CD%:#6AH2F5<|=:RY;_U3OU 7%4|#CUKI60T>;JGS^HP.W5DW
MYIF&6H|(-4|YM<;9CDB|\$A#9EM#+_#*7W|*(J+H:Z|LT;H)'|8@>SV\$M5-MY-
3%:9AYF"0NBP7WA>|H,CI,+VY(Z4|ZNARRC P;#H" FV:8U!X8,'T>P&&.

MN*B>F+;BH"/4EHU|ZHE^\$>?4?&WBB)|6^'9O|5-HLB+,\HPS;B+29"t+BU.
MAGT:A('KB"QU06W:;!FC-G=94D)!G.-.F OH|G;8D,\$R?CV|?U6YHS!7:R3^#
M/FN(:'N@2P>EUQG#TB|RI_ "4@5<,W4>Z\$3=9';GY_*S6DW|1C?' +CV7YK,I&
M6UU=5CQ(11HX"?:\A&.2\A2GC(38X6'@1'\$FXA0T*1="?.ZX:TT7-831FW6. MROI?H
%7")R:'OI,(&|=MH,ZOYN\$(-)_4_G G<6N08|&=-P#!EHL/(:VL MVV\RL51P&0-
+&;QZSJ,43)/>X\$3BIPS'RF#@,"IX'+<,1\$*C@+/9YJ7<09 MH3.S 7GW_M<|^'#-
+CSTS((%*6\$6H!ZG>:1H.2"K*9;%L9I=5!8?K3D@:M=X
MS:"394R\$T4A>'/C5;S=EE7Y652K,|I@,8\$9V&8R+,Z|W"l
MO#6]^Cj635T=%,F:KG9365A7!T6|U-7AQR>>M5NE9^7A' ^|H5<|N'EW?:1
MKO,5"TC 0Y;@C*JAA9F?X3AS')R&"5-#05+.0-LJB/IRN9D#X;H+XN?KOZ#O M#00?
JDP<('G=|N0F9|H3= R/I)#I+9IR->B_3K'?@@LO8\$ T")FYN8WFM.F
M_ =|USK^*XL>;J=NCL;I/^H568B52&K-4VI5\$N@;2PKB1-"XBPD|D^FGB)Y1Q
MT(6%,8(S&Q5%!CT>>%!7YM6X!6_1!"AJ>J;#)A8P:W&D7-N('6UUJUOZ#S5& M7X9
9L+74DM68A1E@SNMEM
M>DD@M=V3)P\$GCE3'#!+CA*4)IDF:Q%FJ6J^|.OH^2&5F)6|3!"H*P^_JH4U
MD6&Z#)-66W6UI!G25|E 2U?EWXYZ.KSV(LJH)=Y>
(_4>GCHEJ>GDD@V&8DB@7Q8^PD5& BA(<3)POP M\$ "4L"WW".-.)D+6|@Y?'UL4Q(G-
'(R+)Q_2I>AJGK!IC&KA^1C+-4.I\$ _M1)%N7QG=-
@_A_#5'WQ%U'/QWNYR=X7A2I;/L;)/VG.N|%=9KY0_YZZ
M2JI*^MM<;)+S:XEN."G9?'M/,PGF|
PH#@85>UJ\$5BLA!%_2>>9U@Z(#Y.A5>W)78CW|<(D"7T/L(S>Q^
M'\$=)W!9R;UP_R6.*1)Q754"V%Z\%RJ2TLSQY8%5"*Z:/<;RP!H%"789\3V: ML20F\$%'L69
MZ!8!)SB1/(>IFDYJY=-<=6N2^NS
MZD3|4_7%55W8Z^GAF5#;FB2O|7#6TW_KZ,&,07,C>%=PUC" &@ZN|G6KDHOF M
8O=UT%2V|P9/\$IS^=O!NC!TWA#6?MG,HMPVPTF.9XN;ZD\$4|01?:4@R&I+ M"W'(:
(B)Z_F8.CS"OA.F3NA\$3I: *EB'B,UL/W;DD6AHEXV)4.01K>G##,0@
M;'IVP188,'.PQZ\$=&:@)-Z.|+5H '?DL*?X@J47U74?HL>TC\XUY_+; M4-
|*/9!N_GOH|'+Q4I\$?N@*(1V\$F,E#D<CZ-(>@WRH!N.EUD M9M;H7;N9'>4KU-
!&DCA2U*!-3J!&M9D>^+#+=A4B|T|GLPMUW MAD2|L,\$S^+3A!=#V:-%;^1-
|.98UNTD@-|A0X,Q/Y#G@Z1 M6O:6IX;0%U<|=XQ34%+_1!EI8I*OOZD3_LFF-0-
691X6.ZZ\$29A|. T<2B6 MIW3B>"Q-XI#_J)=9.8^@>^(U@5-2)&%IN\$ZL='-
N\$V5&)I<.Q=VAMN:MG_>J9%I097O:45>_CV="?!+A^V&|H M4J;4BTD8"!SZ,
<7\$"5P<"S_/G=C|GMA0(0/FG8\$H3Z|'K='S|3?|P-#J.8(M?7M"!YZ 4WQ_
_K_NS@04T""+=Q>V\$!0. LI+F -!Z(9.6+)"^&9(+#+\$@D MT*K+SD4R\$?AB.)+1(B;E"?*
(5=75NJKST_7OZU*W|5G'JS;+TQ9%|SZH5OIK M?
%=S(/_Y/_1;GW5)/6P>+0@,,X# #LJ+OBKJUFI>N0Q+*"|76|!BHE>8TP*) M_L?
@T;_ =D,@7UTOOUM5&K/R,"T8#!P=AF&'B)1FF)(VP%|>\$AB*(Z+=0?M|
M|9F5K*:A*XO6)812|NUALL8A=
MGQCM.%WO,;1N=,&4+ ^ ^W,F5:L/LT"SEGNMAPHB/"8T93M/,QXD@;LKV""IPO0=0V!:.9;
MVC=RJT6WJ?K=XEC3H/E%U;R;N\$N;OGN:GWK>6)D):^T%0YN1%S |=+<\$;2
M%!,>1#AV0XKC,/%%\$% E'^*>BEU\$9E;KWTZN5)=2L6NJHM>J6^#HJ=Y4D6'J
MUY)6!8%N1X2=<%WZ4AKK5Z1;)%|H6O2ED/U7H3N>G;RQ|@>DEDU7M%42A\$SZ
MPPGVA51*(E(F|3%*<\$!CESNIH#X!%9#UDYI9*W=|^XPI'0Y@!-X1)TANOC<>
MQAB75|LFAK-LCSVRV=|HSPF|UL;9(# YMGWAND|Q_+A.N?JC_?_%Y+%|DN
M<5|MY|WM7.74|S/A1CCB7B;UV!4X#A**4Y|2WZ72;|0;OP:B.K?_+(G7WBU3
M/X@C&^B-RCX6;Z:F%|:_W&;H7|W:D5;/_ZL#57XMC#7M@&WD@"9A#UK|0XN#
M*T0KI#D.TV"(T|H:T,==6@N/,H1_/E \$?(RX;74|B#X,^J1>KQ)FMY5SN?
MGF!.F*KQYWT03|2W_45;|_3^KE^N?|2_5.05_YC?%L7?BE)_=.0D-C/K|M|\$
M+;"ZI8S53^CM@_RE4%VZ6ST!U7US:3^KW57SLID!U33SOBW6VP*I=TMT|JR W
M1.F@H9MC|*S>;_5'Y3NA=UIG|>P\$5GLHX#9ET4_!8ME?5;@-\$IOFU-=+ D^
M&9AVJGSZ8F9%A*=UB5|%L1:E_""2S|M*[%6.B#1)7>%BQQ%.CJIBU/J!3C;
M1\$P|0;TTH)#200V;_UO%RUK8*|3P@10CJ.8\$5N6F ^2P|9H)'IBETD+&L!|0
M!R)8^9|EJ\$R+_J9|F<"E?@"91PO|=-9:M*P/(-QY,1_D51-J?H?2(O<|&|
MR@Q)XEM>"+I1"<@_T77^:5N6_-DY,|=55:S39|DWWVY_Y:5Z5_":KU46D)Z7 M)!R|
\$HQ23R!X|QUL)|%L|<+X@#MLKKGA_13M?\$SL*JEB(EC2)=,*RM3*I?
MVO.:3_2&MJ9)_X*X:\$T|E_|;|U5/M>E%L;K30_1"J+""SWL14_XUZ?-WCL;
MP.MI?;:|622_>_?UR/\$5.O*,%/_HS:>Z|=U-CCJNHQR91W=;=&?OAOA|%! MMJ97_PC-
MK)7_BB!>^&L(_LG?/07G"OG16|T|UY7E*FUQJ9I%Z*=Z+Y|V/> M66#@AID?L-

##+"1,-7|<.RG CL|=KR0A6|B 1N_ZI"=^?3S9D_|%|6/M/Y)
M!1D>:91H.:*J%PJVCQ;T,+1#YP0Q-'>%!TOL:YALL_U9(O69HFS/':(5C3O\$4V 6<_\$S L>
MS-RHLT^-W9X;E+Z@-XHA:75^00>>T)\$I|'W/EL4DE3DFEFR1 0.+VB5S@,YM
MU(25X\$FPOQ7O<|X+,9^'E-^*/C?BO/,RP'9KK^\$BDP(0\UFLF6MRI1(W^L
M4S65O9R7.?SC*.:ED#?
(>,T&NN44UU3XC#)O;^5BZ^J6%E4N5>?/VXWZRN|SAX">9A%'J8AS#-'8:;4|@4D"-
M/4C,(O4F7PY@>%U/Q)\$X^<@B"P:|<0YC5QKOC-QFO-Q;(@:&=)TU2|W4P5I
M)!CU2(@3D0A,6.ICRKT(.|QA6>Q1YE&S(V:ZT306N(I=2IS4,@ZCDC
MMJ&!V3I35,RC,VN(:7LH|Q#)UYG%K %"|PAFG7?-3(-:OMX/|@1|R-?_E+2:
M;W+J<=_OI%.3.(\$T!S1+<"P(QZF@TM4)F>M'6A-8QPC;:(9-'UTU.QI:RY M@7-@PM
8|.*F9P!L@_%3^NDX@-5_3\$A+*M|+9E\$U'Q/V7+5'GS=3Y->TR)7;
M<"N*^H;CK|1:&@D>=C)XLY)BJ5%I.XC"({
MO3#*>.9FP(FADZ\$SFN954T%B#^%N*.:@1R?D0U+.'DU&|&1N4R)+EZZ:QJ-
D:%/|/3)>R#) MN8L3EP581#P,:2!BDFDU-P'2G=DN'EN^/M2\$Z^I4*SUS+P#4B=|.
@M,M0?I MXC9L-/HJM@M/06V&KL(M|&9O)JPGNFDCX8OU_C>T\$.X34K-Y<._K
MI@FL+1."EQ|D^_N!@3=9JW?&*HODN<I)(QS|CO2&!(DP=0*&F>|HJL&%DW"M
MVUG:%&=/:C7TF|JA-6A(XK_1OZ<_3AJ3.(ZW;E;+(HK0/%<;P/:4R7;W&YOY
M+DU1K66_QN@MG O3%/R;Z;|HLT^.+NM,*|+,N2%+L)\S%Q6(J30*18FI(L M%
ZAE#K3V|LXF|U-G"QT=(&-+)%@@P?>^5?X;Y+CH2SMJMYC5FO>@(K=>;
M9O(D@;IPZN|O_K?|.:W"S|?189HU>KT+S*RD-5UTMWY4^_)OGV|_HF/T7+^\$
MKE_1806U)CE,,X>\$1M^MCDSD3DM"H3JU_U<4*T48%:U>:C3|LH';|W?;6|&5
MF_/3AQRN=-VOSZUR_./3?L<=0?O|OV-|O_40;:=!+VVVE;L4"U*|!@WE MFXX
4/4TA9|##8=E-5/"GC674|%AH4X4<.11PX,P?:D|07W8%FW'^<^"WXN;
MCR(7"TO)B%E./&=% =1*!BA3A@&H\$PID/L,NOWM27X|N2K^.;CZ MPQ?!Q/H)?-
H%@JIY|IT/*N!)>,<(RK8%>G-R+OX%U>Q<==ZJL7@V-H/"UDD9 M2'W9<|,9-!>G;:-
E8%:H+*K5S4|5 O:P?MH5%<0IC3,_|'\$0.ZZT,%&\$8|B MG+G4"UB8>4)O9\$K'VC-
;CP,U8)U%%PK#)F&B;#!U!XBEB<@# @PIJ7RMI:~#R M;T?
E|%IQ\$<4;\$&6O5\$/F&0" |HNQ\$:4Y9W|KXK>/N=K5CM@7T7Q8|U\$^54P MB?
L^/4.U|0|3-HSPTD MXP6#=#5A#9P8+IL\$:.*&.\$Z-,(?#K",@6SH:~6<90'T=;:4,C \$;RAK
U%|P= M&@E|FC|T6|(@77'^QM6<'N|:/|W?LXOZ^J'N(H5MY9J|+ M)
|'^G+_'99'^K("1" _ZH- (7UA 1B_T;|EW8,5'-PA=|BRX7OQ@1ZR2
M,?:L603C,,5BUWGDTSJO"|?+5991AS\$GQJ"Y4F")0Z.0|?#+(NBD,E?)AXH
M5M%+:6:M/=#=#|1!WQ5I5-,&UG+WHZ47A+"" 4QG#<4'!Q5&1;4/NBGLVB@
M8%3<|Y# ^NF|IF*?XAJ7ZE_62N^VTYHD 59PGTL@C3!)'8YCGGLR-.XP1Q
M\$A&/@88PZI&=6;4;.)@|7%*"SV|2 TU-L^W# M/Q-|OJ=@3)#OATFK+7Q:UI\$
M%QX(!P'B;EEJHY7|J;ZD\$4NYM|X(2AYG)S%|:T M,F9HSPY2_*?Y;^CFJ7|947 Z =-
J:|AE0@ID""\$ S)!J|IO-8="DL=S4 M:9C0)S,6@*"SIY9B,4A&)@=.;3'C8PQ\$VPR9
M+P+/6=8WKNKZ()_F5>Z"EN"VV|P5|5*/G5|HK0^)^3(SR+T M19)X@0BU|EX-
DYG9#M6\$T9\$RVI%&WQ5O0%IS
AA(V)/?)BU,)4,"ME.C&D^;11:NRU)4Y2K@<>)SQ|'P5;6MZ\$8OIX?)8E@6KA*+2Z9QO0G
MGH_V<-8K=-1LYQ^;U 3 D(/4!,R&H%E-1)6U4!1A",5-7 UERP*L|(V-J M
+,E3(SNYVW^7|TL|4H.S&B.^XAE-'9<\$,4ZH+4+HT;F*#KM?
%AT*L|Q_4=*A/V_MU6:W9:0U>YCM^MZ'
7ASSU5(UU@!,G=K&3A*GJY>LG%#|Z=IS@W&5-ZP+M.-CU*CAP 5%0#>!T MC)1=.
(#K182:N#<@?R4^DX-7" 6S"X^9J9L#"=;5DU?UA'SIK'0@G9.7ZQ3
M@P=XSZ@NGJY_B.)6%.LME|Y=;S.9M|1B#|'^>|B3FY<-VLO|(XGA4!&\$88X|S
M%Q/A<1P'3HHIC:CGAVE PXHE)_\$S,P6LV\$.==S5!Q4|V_ZI9A)|>T(-D\$%
MXM,^%QVCNQS;:(,|6BSDOQIB(-J|!=#WK!H?|ZO.K28WPI28|7|TX@L6>YO M!8ZS^G|
|:T|L/+|WY>L""Z3?U&A!|4Z2S6|+ (^U./+@ER:9\$UG8AG*\$Z&H?C-ASHT:W'_BI>
|R6Z/M= M73%MM4AJ*BBV|_KDG^=5OA <'K;XD/7,7&@W|*G=44W;G!TV;:=
|W|7!7GB MB|35HJ2;E1.QSW>"#/O\$|J65T@2G<2JPFZ8BYED09|)PY?
5%&WZGZS!K\$M=2 MK:11K0L6M-5L3ZUND-@PANX59VJV|YY4..<(4Z9+KHZ_JY-L
S;HS6@U!R@ M4X|JQP1ZLV=#L|LV#":(DSH#7&;>J"78@)XG4/P1%U-WM05|2:"
ITXC|&5X M>L'*=4VERLQ54WX|NY9W&W_LMYNZN_.3?;G|:-XJ|:<%"^?Z,_KQTIJW?A6Z
M|LP.WXX=M.<'<>G(55MT8\$E94|44VG&%)%O2C:E'O.@7K(+1'#:HO-9|9^+ M@
JAI#3.R):P@/HA0U!8;\$!ALMMK3#E!:MCOMN,@7S6DU7C&:S2IEH/G7
MBN8;|?)N70A6?1+U1.\$/S_D^9)LE'HETE",N91-Q9: M;:/T2G:~T8W&-2THE9J/ZD/YJ;:I3-
M4+,,3&?|= &H8Q MP@*SA:?!DQWT*W028;\$)ANF8HXF@V!AN! 1GPF"C 6\$!

MXXRZ5GFE(48# 06/+AIZ"1X|NBOX=5')QG=? G6553=\$U/GRS+:J1:V^M=JL?
VND6=3Q^,UE*F.FY*VCM0DB:|I^;D=+:0H-B,8."&05_M;"M"O/!\$QICS_4R
M3(03X"1T?.RX"7%X%-\$T!\$V*A[,PL[+>?/G3]>>/_WUJH_'F,RQF8H"F7BAE
M7HQ@JK|G!;68J4,M37Y=E3:T&++3E\$38 MCQR2AL++DA34V|"
(BP7KAW:T44TW7))C.3=BTQ:S4/JKR_C5-UYMZ.D1'T9)|X/V
M+TYJF#X=>I&F+*8T9@'."\$DP28F/8|8='*2QG|0T"--JV7|+-S-G42_+!/:3
M|D: +X9Z"/_54F^M|!> GTUZQ=C|3/4OY:|4S(*^RH:TB7%
(&KL6Z1^\$*"6)NJB^KKGG|6CN=;Y^?'X|5-6O M:))\$?N D./,2*@/_,<5QX0I8"!Z&..NFP
NO9LS,G>|ZW!7Y|!\$AC IUT2- MQ_I9|X2>MH7:>\$Y.7/8M?*8BX
)S&X>>*KMY+X=OV+K2AG*YJ|. %6IX:R|N M|+@SNY@V 6-0-G01K USI+-
B#DVC3@9J|+EJ3F#)E.MD&,X2L= /7F|* K6YE MMBLB(%\$.:RQ+<4)"C@GC":8|H-
CWL|EB>>E3@SQ|!"HS&SJ&WI7J*9HTI>M
M#8:>2SQ)1)@!/I%NAK|KO:)|8:>367O|5>KIUB-?=WJWK03,|JZI4V8:?Y2
M+_U%5,|%WC1HKUW)51@3+W4|!#XNOV:*P(_Z-
N&;=8Z>1*\$RM,#"4%UH|71Y|L!|@&GYD .TX MV&M|P|1A^D+-ASW-
!PINR1|H4EW42@"A.+<=T=-CGQG5Z<_B^I(5?YB^RA^M%9OMSY|N 8)'(HV|!
OJ\$4SB2.#8COT2Z;"4CV M6C>
<4<,@JCFB&8IS'V8^\$3'F:"\$T!\$4)ZYJUD1PG)5Q|AA@J\$GLXN,!F|C58PL;7?|NPY
MYX* \$VFU:XAZD;N&D84,*U8G/C|&:V MI7O22-%&1^(0"S&(E(X=M24_S&|VB6|D!|JB
+&*MK-PLX+@KP/0U.E(-V+: M|I=8T)3IB')JNK3>@)DJ+M:K|J
(1K5ZN.9>?:_E6_GA3W&U_YBLG=9,D\$1Z.
M\$A9A\$CL\$IZ'O26OEN\$D8\$2^(M5JF#="8V3@U5-&.!|52A"4L2)'64\XA?(8M
MDR6I82:)|2&|M%=00:>":A'R|B2/*'X|APZ\$U%U%&#:'V6|CSJ|%E2X79WR?"#
M9.MC63ZKRX4WV:=M?J_<\$*7O*X^&3I2X\$4X|0C!)1(83)I63\$=|TC*_0Q4 MIS=,R
OK26\$@,:!|?-">@#<)X. +QI-\$Q_0A>HCB|MX^&W"&9FV#N MN%PUR4YQ&F1
->/_:!=|Q_Z=(|E/7HU!F MW?W/H0/U|A@I9DSK_\$10GOT|@PUI'_+4E^_WL'S6::_O*3-_0-
F2CWE9 M%?6GU@P|H43BDHQCGF1\$S1%Q,76R&/(|6(_)(X3:67Z^DG,:!#J\$^&1(FB^
MZ0 N>GO|&EA1@(|H*'|Y?%TH|=06#1';I?P/,=>>!)TZYN>2G7*DXFKC"7
M^&D6A)@Y<6\$^6I81>)BX=*8>X0&6:HUL'&(R-S*IWJUE^ML+>K&937Y?0\$J
M<_.9D)T1Z6CA5<)|@>MN34F|=CT*NM7QYK3=HZ2"S5=?H|)|XD(Q6FF)A@\$OL#4#5+L9
D,#Q,A|4"7VR^0Q^4T/+|+AR@H/F M2<54.N A15Z7S(3(GJLC!5#/9I6Y:KC+ /4
M26B\$ \$T=J\$J%IBF/B)|@7;L"SS'&S*%Q5JCQ93XE.5@GL"74R<(H<#&/ MO1
31XU|J,0AZ/64:C0 A0UL0<-H,!T*'|&PD#%G&?8I_R%!.7.9B*.,\$|M"|. 4^:
|:KJ2)|IT.SMP;2KZT*E#B+)3_:_8L_U_IBWH/S#LE#J67UC>&!6
MOZDGKHN(WRA*OZ#KJBK6Z7-5.Y755I6O"1O##08%L|0;G*Z|Z&|0*=:Y;M#|
MD\$E3RKH%XG51U'Z\$=C?*|ELSVZJ.+HW_6E%>2+@L,I,DPVF+UW-)VWY2_UR
M&/:/:%EJP2:372*<=I?L?,+PFO.C:N_P|/NA'NH0|VY=,C77X|80C^OG1|7E M4R|S"?92=?
\$REKM8+|A%ATXFB.=3ZKI:W?FU*FFVW2ATC)GCIZLZ-08:X76%9;-ZQ'Z2U|XUI7
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M7O0WS\$NQQ_?,21+#5+-#V#G"EH-2&6VBEZLMMH_V"M+>2OL?,BDX^B36ZMMW
M6VSY,ZO*DX2>\$&G@IR3&+*"9*OZ-<1J',7;#-\$IYPBC5:QXR2FEFO=M11GO2 MD'*=
(7R&|_|TG/DJX;\$-%Z^JV+UBNE MTP;\$|D^/|#;T\$=T#?_|-ZN?
Y9|/*:_|U|_SO;J+3;EZ>BXA_SK|^/C|6+:AU2
M5OE=NF|!|I>FAPE>>>2M|_|G^G+)3RJ90I*KYQV,5TBQ|P|.6WT1:@NC,VL
M),6ER,OFG ;T\$YP469BX,,:T>1>N%BN'HNV|
M3UC%Q+T_)B,9*YX%_6Y^KRM_B:J6|KF*|_S T82@:6G'V-"B8>I'Z0XIBG+ M
H|&J0,8V#9(:|\$<_5,S"PKBX@Z#I_/E6Q,=9CF.4N_HHO2Y4M7ZZ\$542-&V
M!P|\$U|<&AYFW/P\$6H..O)>B(ZS^|QH+.OY8PI^Z_WBMPK^K=#|+|F^*F>BC>
M%_E|>D^+O+XUJ7!65R=/?8AG64BPZT1H,G_)!FPY<-Q|;E/ITWK M T4/-02A'1Y:. P;JG2
2-*Q|8RUZS2\$M"@H|.E)!-:;066|B'PZ48E|T; M.IXQ;07=U)&|V|63?
XE(L\$.TDD#UH.#W!*B-0I3BFG019EB=8M M;A#5F97MS;M6"=VN0E'N8>M#|H,":!Q#
:J7@S8.E0PS?UX*-YLPX4ZYT7; M;A,\$-I:|V<=F@NW?@; <-GX&?(R?;-|MSO;?
EB7C&Z4;_!=|_DNYBJDGC44F M;/525UWRSG_A0@|L=R&G=@-PT1KU.0
C;D/+ #NJJ";^*TU8?WMN ^=|5W9 M@LS (P!<7-
#F/'*0T1|=M^9B6_6(4.T=>^Q1XXU|^RB^5K1J)K7_HL|;|^Z MCZB*[0/%69*)
(U+9VR@ZJ2R|_0R)VK\$9# #X^L>/>|H|ZURX^*XD;L("BGD8 M4TP23^_DB5('<=(|H\$V4
M'IC,,Q7_"=K/HZ7?BZ!_OMP|?YL(W..Y_IHWWB?;3K?!51WXT|
M=E:L@!=53%*U'W1C*&G31EG&61|U&0@D|EZ'5". '27-16_ MJSS\$KCO%MLYM;(Z|30WI

#!;TVC/?(!;"03M,13M4=8*[B;5=&"Q_?LYPT1F M;T600*R||K!)3/PQN-.ANL;11\JNZ>3B:
(0,,ZISF39-YNRZI(G*4ZD=<0L3ECD"ODI#U VI\$-R9CMX?HV,[YA V9X+Q!0;H#Z?.D@.
M&[5Y](&9K1-H;M0-NQTT!P;0VUF@ ;5%M0R16=G19*B@C50!4HU5!59;LF&
MJP#1SHP0MZ\$%R9ID/)L<_%%,%63!?(QYIYU:TUZGY!9N.F2.B7!/(.&RH
ML.@&,TPI>FA/4(U5XJH8YYENT*#,H *98;&.:EYZEERLC&58!9ERLB3-J(K
MWW+::*S@9S>"/XMP)83G.M2-<\$P!U;J1ACAQ7()#01*"T2@@G)D'7 9ISZR5
M+=K6+O1#D#4)SUC#;V+\$IHW=Y67_*S4Q M\$N8HEM1K+?!?<[?T4JLDC#BCH@B'
1^@HGK^CA.0XY%):!AAH0AC:2J-"?83
M"DNEUQNB2%)%BBP\N7Z*RW@^9;*T0,6""FJ45N\49E)2_73%Q5/JG0)U)=2I
M'S2\KON;FQ%\$!C6Q>5>.LM> M6AX3]^+^"N@+IGF2_?7GV^UFS5Z.+60\D82A*S?
#P,T<3)@|NU!"*(ZR6+K; M;NAQ5VO>|RBEF96U=<\$;FJ?H@T8W
6%:8&AF84_R"C5\$T??=G[-T"!5T5HZ MH(_PG'^\$7\$Q
_AC+|#C307=H;O'^|_RI_7;O.0%_["AHIQI^ZWYPZJ*Z+H M;OVH I^_?;|16|=67-
UE4D_'M4C^'@|:KK,P\$#Y@+CHNZ)MZ M)1>+2 V+U(Y(C3QIMAW^2DOO1;K
NON)*25A%O@>=D4H'5;JIFPZOH-Y!(N M.;|K^Z I6Z?+SZQUBACZHGT:!(%
;Z!S%PRF6@>99AC?TRV#I1WL;/%%%MZUN
MP<|WJIZG3%+'|=L1:LDO@FY41.IG4PVF#7X6U|LZ"E"JM_|FON\$I?24_38I9&'21KX.
X+XM_YVT!;PUK!',R((M#+ "KS%H]>JSI4"D1279#E J=O:S(DPL,A1#4*NA^;
T;#X\$QM1;R(S*;; M\$P%77;)AD9G_9RV;#!_6
M*HAB*ASBX81S;|/%J.RW&V+?):^K0XPPV(" MKV;R96;0@'F9.A_3L(;?
G99TJNF5>05VC.%3K!5;%E,X\$P_Q59NOX2%9=,^ M\$T"ZR A-
6D6A%#-36C0&X_0GJFQ8KSJ'J/ MBGNNP^,O&(Y%\$L6V?*),G/3HSP(A:.Q%./72!)-0)#B6?
+=.3+JLZLCX0@2'N;GCT-'2RT\$#M/,@|V|CZ08EL#2_JI+'L MP*(A,2^&% T^#\$_: ?FSR?|?
99Y_6N?A8B4>=|7;|+|19F*UIHHZ1=W*;4 R@ MF@-
+FMG=74>'IJH8J&DGS%W";FY|WEZAF03N;|6Z M&9',>A'+.9U7*F+I\$;>_B*70!40?
R+=U|+;|F|65>T.E43%*/P3+Q\$.*SYPK/O^97;,>-"F2KL';#D)|=G8ZUH4&P-MA.!4&
|'\$SP2|Z;9# X2YS,D0Z=>U;|J@C!H=G37@?MG-9%M. M|\$+NZ5>.
"C/K+8'BHA+DI!;!@AZPVH|*R; O;1N-K7GHCVS4M4L|*&J*QM, MZC| WSA |<=,V)G5?
>AC;*O>PT#|D5H/R(H+UGD8""L:XV&R@,\$='?|WNVUM MH57J3_=J3ONEN=,HA|&2J-
J>;-C_ ;B0;KA*6 M)-(#R7_6TP_3GP4XS5*! X^X3%U.C2AHAHI-YF96W"-U-
65L5UC8<(OV?%RA MT|O;Z0OJ?&W_//I>PDF'B4X22,
M/'R82&B;D#!*M9H#*#!&9V9(>6LHZ&L.|YUS@,VS;,\$D-LTL& AMUT>F3 M:%
(CG8M%%^ ^ETR=65SN=WF?;E.>I4)V+2RI&O_XN*Y_<[? =J_RAI&SEL31@ M+
(VD@^0Y|C|9AF,B\$NPS-"E"Q6Z)(1NSD) M@/+.G-
_6.W>Z_NN9%M(D:EYV/D7FI5\$2"P>') "GWB3@. V)CT_X'|H^<03
M6AU0;V@LY7(=R!H7.?@Z#M<\$T0V|+>TI35RMWKDF>1MG: ^YN+/5(U27K|7W
MJ%FTWYA%..6,X3C+BBM1+/+UQNM8Y6^R0=(4.S-07T|OLF\$6!|7TZ>M;D M53""&2!+
<)>M?MK,%C>W+>9/Y>IW+?+;@|+W|9XV Z>C9MW)%Z4DU#I1<6@VW
M5>/'O=AS79KAV/\$2U0\$VPTF;)IB%H1N0)'*C3+L|^A"AFBHF@ :8NH!|+\$L\$S+X|3*N-
WC"9F15U3Q3M MJ<)>X@LNE4/"WJ^|XXV/?&4LMNX563B MK^OJX5N^34MYZ%;|L;?
|Z;DJU0BEG,EMGC;YH?9V7GL"M_(K|T!+(3=@Q|_2 MB'&&J^KYKK=U?
HP/L,YYT9D+5|+>)XNN< M@F8 N?=-KK(HUJU3CSO)!GL#4'ZK&Y@?=?#.T8AE+7>
|ZZGCDJL!P
M@N/;9=CED1LD\$1'2*8,Y7L,\$9W?;!JN01DX2A#M@ (6+JNF#T(H\$|907I%LX|9 MU#^TJ-
MTS_3DM.;HC9!;V&73\$_|2>=|S!|QTLG,V+,YQ\$@\$W"0)*4X|-18D
ME@H?)YF*X>N(&E"PS0&|4|:(#;SGE^.N4ZKX|Q)P(1K+>#T|-X6'#"=/T>B
M&3&Y1|+2E&:(B+8Z+@V16K;QDH;0%_V7=-XQN%;E>
M*NIX=^|/#C|C+^@|MX49+N<_@UM|,P&WB+L&'U=*&S#!5!|/78HAD3#BSN|1=
M"RYWDWA G)-[Q\$//F>V;?RJV97DLE/J8L^VCN'D2!55QSY6;Q3%-XQA31C);
M,A%@&JK1S5D8%ZI16)D#|JK#=#<@0P-MO?W2'@PP-
:WIMFZUHH;R%3K0MK=AZLEH:T2O?B|/R/VZRKP|4?K|:K814+ (^MXC *MO82HKB-
J7@UG,4X"FN!(I\$G ,D9B5ZOKB!'UF6W)GA=\$&V9067.!MJUV5ABE MBA/T9IWO?
JTYLL8;L_0O3B3<_,OB#\$1+,2O+__C\$|J#-';3)"8KN5*Z?77 MVUS\7X9|P-DBU>KNH4\$+-
G|HU L&3Y8;07-?Y& ML)S;?|-%X!&8K|4_:@MV4|R5O?NR6C_6\$9|F;O-
QOK9F1\$9GK9EM>--@X;90 M(8IM@>Z^?D%'5G:7_06C-
%K@C\$=M;., "LQ\$ZD*#O5L>10X4VBNYH\$5@LV@,1 MMQW|
;UGY;;R;S2G3>/X#T*|_UTUXQ'7F=2U+X(_LUV_5XB_TK4T/= ?US)K'
MJ|EJHGIE);PX3%F<8#>FZA(S93A-.

<.NG|1NQ!;W+>B#6SYJ92==RIWTFPQ;HM9&&6:NN2/LMX-50U1VS5ZAF%QWX13=9_?
N& M973=S-QI1%_SOK85N\$:N<=NA M;496JN/SZ=#_W8(WX2! P3AQ);
A/CE*G42>Z4^74."|W?>&GQKFFM|
MIS,7ZC(79:QXHO!;O5CW05)P\$7)*;2T^4^E|F8TI41B6B819&(J5Z*10X MZ9D-
PC%DE!^X:%=VHZWBT,OYTL 5YKS:1YH1LDCO3*0\$.G= G/;(\$UBC_K3.ZV6-|+'C?'
MW_\$=ATB^'^SH9)YO*VA'\$>V/0,^7FP-8F+'6*";M,3VPLDQ1:9?P"Q28GI#| M7U-
LV@4&I/"T\WUX"N3|U)O*GFL?;\$LK<;|M7B!-XCM?GME>'&BB/5% D_AN M:
<>3&);%A>GOI8Q6F|4/2F.4CNA><;|PZ! |83#|(.&HQ5^TH*7;S?:4MOM M?|N?
UDHE/^;|WW4ZL UML;65|+GY^L>;JP/("ZPN0P:0IN-;1A:>+FI#1KBG0QQ
MT'G>))IQ6XB/DMMEAYU/8T^|WA(>.0 !DI-Y&9FK9?|.8RXQ?=V (QA)4
M(U&9J506#-18 N0T=F-K44MSQ,^)?|J6Y:THZEJV54@CX9&\$X92HF(Z?<\$RI M\$-
CU""6I3U@H0!;?V0=3G=BY%=7DS";V1>W_Y"WH215//BMXT!;XJ;'7F^=*
M|%_J:E>^W6QH41Z?!!;^PCZ(B!#7=|,09J0+,8GD3RD-'9PY/G\$%8:K<&%9K M/-
M'851K//AA+ ^W7B!M-@B-4Q^'&H_+|>.-8N;7*W2KIBTJAF:
|:RUB:6|X=._HER:|CHMJX*R:N41/R: ^XV%?GCLP<2)Y M+B%.B@, _#?TD>4>HB?
WAZ_/3TZ8N7)\$G|7>THN@-W6P0K48X(F7 C|+C2IA 113@F#L5QY+J9
M3|TL|\$"=.;N(S&Q\$S@J182:A\$Q0H9J*DS5NVM(I6GTD#26M+>3Q**.;B3D
MN58./FO:ROK#>B.*?:IA%44T|2.>8A8+BDG@N/*,(0A.G3CE*4O")""P#M8G
MZ|^==VM:-|QCCS(>T#A(B*,U3?|BY05B M(K2F=86\$*FK)U(%
|O>7F%WR/H.CM8T:BPA1)2=F0L5A7G/H(!>;-WVT>ZSE&ULW+U9=UO)
MCB;ZWK|B||FO%R=C'FI552^EASQ>Y;15LO)45|JPQ8"0>0|)%NDC*F:Y?WPAJ
M'BAMD;&UM|JZC|/6P,#P!0) ((|_H_GLY^ ^H|+U70Q_Y>|+^RO_R\$|3(
MT_G)O_SE|^/WX/IR/_U?_R/?_Y_/|7+TG.%_ |&.)88WYIS^F
MZZ|_K;_B3_^Q6/YC^CW|=#@+Z|)8G@+|Z^;7WBR^_5A.3|ZN?Q).J.L?N_SN
M|H|D=PE+P!#|\$J" T#>|!-0?""2:.*0BSV_SOY)V&L77OBZQ_,M?
3E=Y5J|JEAG)ZK+_|_EO_GR|^KBK|+ #7A./SNOW\$F>9 *7->T=E3,\$FSB@
MD44R8;A7<2^R;ZYVF^J;2CU8H|6RXQ+LB"7RX5ENJ?@V|B|^ (F?OX4E?1"D
MK|-9OOSMLERM% HG\$BI1+!,1E<)>EP#/F0*K"HF)12\; MG
YW5NX\$"35^2.PET8%1|6Z^GJY_O)_|/9:<3E)*+7,?(\$MD1"M! D#.DX M.!9RB#8YK??
S%>ZNV D%>KPHV\$N"H|#^\$9Y,JQ#FZT_A%"<%(P^I8I:<'#K@ M-!UP3M#?=>G.);
(33NS8<=).S|.MS7'X|T.F|4W+| #Q9<6\$)911%&(_ @D1M0##V\$I!%<\$<@LTX|,9/
;.%F^\$U3< MV*20K:C_E|SJ2"U<5_/DIGR"?|B8B*S"(W7!/2&G/R@I 8= *[VVR+2S* M
TMW HF8@/&&_OIY>;SX8SYA2 X4R06TXN0_YTBP#BY H?4Q&T;'
MIVH'B^N%NZ6NV"M!Q8X""1.F-D?CY^7A9VP+BS>C=TC#BSV4RT8X+(X6*U#K/_/?
VV<9U0HS>&%|!"4NSE M\$D(06D^VG).WGH\$W^R4|MZ_=#1XC3G@V\$N0
X*A6|V")X9QNX4LQA&8YLOX/DYFK= ##B%.?.HAM8Y?6*=';X=3&_S_XPY25S\$".
MGJ+M\$B4\$3?+P1I =,T7(/7-8=U?LIOH1IS+W\$N' ZO^"Z6Q)T.4B'D_7.YPH
MJ:7.:\$\$&1QXP\$T0|MV2|K(_19.|2L'NI_ ^Z*W=0_XASF7B(<6/W'RU#+4+|I M.(V+V02+
<8G7^@|=PV)A*4".DH/1KOB8I6'7%G@GW=|:KIOB1YRVW%UX(|GT MI_Y,7A!|#?
Y5E=29%EFX*)\$6K4;|D:K";.&9YW(@^\$J@0J>@1-"42 LD^ LB));7&8| MO'HW:(P^!=E
M*. R(XRS=AC2>+Y8^)|2|46ZQ,P7KT@38&0 M%T5!5(HS\$S'+U""*>&O1;F53H|!
|B| (4>#@RVF8S7XY6TWGN%I-@C5"6_*&
M2|:F6CJ* @RP=BSQH)W/PWJ@6|UBW%NV&@|)%G&W<7Y"AP|.X4ER=TY/VZ7/RQ
M_OIF+.Q(7D)4MR*56W+3 PX.+ =|%Z-, ^PMV M%/CX|A5GLROJ.
M.!ILX5T^1D,WD(PX.|E8S., #4EN&68?YAG_ _#?,2\$Y9!62 Y|* \$4<0!"V M
!HF1+&)&=FB%.+.LMV@,>+,Y?|""!@-!Z6Z:7_\$Z28OSWTU6|>-F|*7A/7UM-M(P8
ME:V/C:*K+A!%2=E+T%K5;T0T8K|G9EN7|H:&\$2\BZI|/ # M_#NNUAOY_#""?+!^'Z;+OX?
9&4XPZJR2|I#JNTB5,@=O>""OC!O&F9(E/U:F ML0MPME,S+(CVT?&B%X&/
#IOPNKKP3S7_|S|K|/|S"K1OY@_28LES^F|Y-S MIF0VSI9ZL^@42<@5"
|Z^KTN622Z*I^"OM9'M1-@PK0|Z_%1|-8P-6V|QKC^L M5F>UT|Z;Q6H|>3?
SN;PA2J;K@^6RUL|L?(I/2-9;ND0F6Y.YEL1;804*0+\$*,H!T.3*?DN*/%K#M8D&VT3);
M&X<>C\$<388|-(=+_!;F^=V?WW""^0C*%G|=??<7DNJ(DF.Q=9X1"B)N|A@B.
M(QVFT2BN4T+N'NL\$M0MP'J-GF-X./8"GF='|_*+JGVPPF1;'P"QFA;UHK:C
M2"#0LX!")|>>WF|>Z9GF"X./8|B!T'NKO|%.LR;J|&,O5*"C8S5=L(&)M MQ1HX@==:
24QQW-@AN?69N,!,H8-LGM/_>TK^!&8CH^+^1T>O\$ ME0-C-0?
%DX:0"P/+LHY1<4;?;@V:&^L/F^/;6YEWP;&K9\$> BL/PX|9;=7BV M3%_#"B?%&HO))>
(A;_)(Y)D+^IMU7.E |5I6CY7;|^2;-"F6.O2&B|M9#X"
M!RD5!MEK2X8VOA5%U>YY&9|6LS3QP\$'.N|CH,B0

M6&*/%60MD[M/C*YA4WBM\$=9<\$R-UVJA'LX3VN\1+_B:Z&Q%%H6\$9'F|3(D"
MG/,&F&+%;%FD+ZWO&AZB8|BD7VOT|'WIP9._'^:)J|^QVL&:O_(4YQ84Y0S
M,8)6)M9&D1(AKW|8(ZP,I6|8WZVYG^W+C)L1J|5&EI*<@3FX_ (^XU&+*(H4 MP6<01&-
M/NO(LV,9##,\$=6<<\$X^|?^MQ.))LH;-|:4V+JWU,)HD3^W/.,: M1727^_"M&^MB M!"
|23J7)95"OAI SC*)/ +D2M""A^!2+SU K;1Q\|H9E)'*8';&|YH1WE.H(D
MB7Y=S\$@CJUJ|MOYQ)2&!)ECRZJ#V,B()>=IE,E@* M :+GDG;+;:ZU;Z=FV%B|=T0U4L,
('5XN>Z&I?/*1ZZ1>RNO/0!5,&KW+++6N>K|+P|'WIKU@92J|CP H!SEO+"|9WC#-
'^9OPK0B_A92A_9Y>8--|"-SQ&NPW2.^5U8 MSLE=6U'4>'9Z-JOOX|YBF;:I>F**BRA+
98+<>0%AY!LA%1<,D7Q\$ \$WK..MI MJH;V?'K!5&-EC !>|P4UP1RX1Z?
9/I#)2|K%|H\$VALL4N1*UO>Q_E=M'.AA MKREZ@L^>PAY!+^|6?4
/RGDZ%/OX)DF)RYI7ML|(02NO;I.Y;/?80 M34-#Z05+R?96R0@|@G7FV+*C:|WB,M--
Z@)5|P&D00D&6JS,\$RTX|@AVQI\$ M0\$MG>O;/TP<)&?;"K'R52RR1_O9-NG&4
D9.CG5,YCV%_X(\$/3V M8MES\$9V_U:YOLH/E6BNM0.@:U1;DX"-
FR+4%O*S70|RU3=Y"RM"YJHY1US(! M(A#1|?P^1.?EQO1Y=N.9>WG6-RQP4+MY(G)4>
K) AOI(E>(;K6|ZZ439T MJJIGE/6@GM&|KR+|,'9^NMB.?UOS&2*
>P>!UJX*&0&^;ER;:SW@G91.I* N^A!>8I3?*1PEQ>O@|/ &FD907;%=JV9+_QL?U?'&
|CH=\$-X?F+S:L%KT\$GR+TN9?," MO/87D &BK)TL M?"F&A<GLOF8M/-3RY+65=?)SXJ
M*6.|67);D#N""@XC8 BQZ+H_TG6OLGZ\$T0-BZ/|=+|E|6|;:8P=4?|VG5. M@:\$:Q*
HH)6KS.BD@J*!K::WTH@B'AU/UAQ1E:AA+XU?#E'/5L (\$'79NN4.
M0Q,K95"LEK/63HAU1CB083E@|(&30|@|;WU6;R%EV,OBINAI(>P18&;SO0VB
M+4=VSA@7\$*S*|1V/5! #B|B3(A,J"1:9Q|O+#_L%6|3;.PJU!"@X=?E8K6Z M+IVYBVXA
KK,(YA4*TI CC\$|GJP N,TO"LL"PI9WMXQ0->V?;:%#4-13^"LO\$K MPB_Z,E_+R'
38Y861*A^FD"\$F)\$!4|IXCT59;.TH;R5F6'>FCT"KC=Q'8(DN MW;,+/B:
<*5>XC>|!%Y*",+;7G' #&2N1=&)"-BZSSS'1*&C:8.*7:+\$|R+E\$< MDEO|YBYYL\$)|%&0?
>>TRI|0+X)+TU0_+EIC %%L/JGJ(CF%M2S|PV50>8^CO M1S;WEI#"?+!W24OV2J/TCM
*>M=BLD0>+#@_V81?4)O|V#GL29_CZPT;"C4 M%AW-)3L"RW*X7|1<1X.338CZ|?
8: ^G2XQT2^M-NPH(YT2Q8&LQ91*ZDS&42G(M2I(|+XA1W=K;?8*D84.F?E#44@LC
-5!/TW.IU4N%T9T=6E%5=;\$=E.HQ@C
M1F+M68<2.\$I#@W9,G(M/&D%J|SLCKO.T\$D5D+5EJ6DF5< MJSLW%X|;\$:
<|;>M@PKF4"L7_) /QJ6_AQ6L.AC4*I. MH/,E4\$"B H.8M(8BO\$E"NHS)-@#7_96'#?
=>%EM|RGUX:-VWQ! =,7LZE+3N M'F\$^2U6|G|LEGTMR:HYP>AK/B(+Z;Y,06
KD"=0;0XI5LHX0@O=0)UGJR')(MV'K|-
Y\$#QM3|G&AK)Z',&%W2=6D#T=:W>B4QH2TK
MJOG|MHZD#5/=TAX+|QHXM5?,>/'V^WQYES%5&,^8#2_7M0&VX>"U*A BMXK9
M+)5O_9RI,W'#E,@,A;DIE3,"U%T*C)B|S|RU!_6E|/OFXL^L'WBR5.3^;G MT_K2C^
EF* ">?!|RT6HC@'WQ+*D&(A|3T+WSH+C!LE%0.&=R-|UM:Q9Y:& MR0_WCO-Q 6\$ \$P?
FGJ|.TF93"W)@/?<*3. 4R6.0X&-6X'-1F%TH5NK&*+Y%
MP#!YX|XQM|N01X"0>^G\$N_%29>JJW8QG;)R2|GS9#,B56)_T:X@A2)FM1-?|
MQ=:S"!RXT|;+Y'N;*6@\$Y_;E?)1+^G\JVF:"|T<4|48L|0!7PH5T-Y,=5**
M42X;'UCKZH|'"1FXR48?:-I?X"- \$S=OI|&R->
<)|\$E"\$("|5S|LH2|KUQIK_30N@CP,Y_D*OWE>@^ ^\$ZNW0E^.CN-N/Q<|C69
M.=|802YY%8#>RE M^YV.8JQE=B6 M3:0=<|DEEI!?
R179+12BM3:8W|FB=T0^"J*05Y"2: ^R'=6; MKV%^@JOI_' +J3|NV5_H?/_MJ9|BJ?
T@F|=FQ?DBDJRS)=\$36KFO/?+0@D&* M2X72=;Q(XVW>B;#FP>65L(A6L|GIQ?
*/L,P3BRK+;:38R"AFH0@9G\$;/5B;M MN#/"|M|.I@-AHQEJTP@Y3T:6>VMG!"?L
W/MO'<2?6*0G2 ?@==^IDIE,,8R MH;-P/K4N|AQN&"/H61S53|JLO(Y,M:TMZLXHOC,0^
MU+4S"BFBVCHL7KSD)I?"@HP;KZ^6@Z)>=L.R@N(P28P)1OFM!)*|.H<#OM6ZX51M;OH.
MO>QD&";,+B, MQ:2|WFZ/P5|#B%#OSKM*|IX:1V-
P+GKQ.P\$B|0*K8!;A@HJ<@\$NZ@0VI.1L MR-
|RWM|\$/D38D\$7#+PB3IS)Z>^ML^/>K>|AT4KA*R)6"8',M;A &(EE^"J^T M=QFY-
(U:1:'+"-^>12^E*;VOF1_Q7-OPKF-/KPQ*HXID#>; MR2=)2D(L.8-7K+C\$ \$ \$OJ;|9Z1R*'?
M|?=ZJP7ZV-X.C>Y.+/9W"|HX?P|_OFOO|>69|R9R"TS&.E0D8^"R)%^?|X;6
MOIOBZPYX76D;NFG/R|=*-#1*+\$W":B*) 6IOGB/W/6MOWLUS7PG';|-|O-
C8|PLFKYX|9;|RB#\$!F6%1 MCPGR-A)M%:V%4ZZD5.ZVP.LC_?
@4F4.W|GGQ@+|JOYEYGT718?7T_6_S1N%;Z MZE-?H\$3Z80|:5T9?
+73E_N6H!\$6U'@20\$6|NU>D2!EBPC'Q!;5AL71+|&#T-
MKH3K9QXN%|7AS+_|^TSB^*Z%(@|TN^;"_K"13MA2PJ0+&QT-%?.RXS%X&C
M8=:)PE-J_9;M^52.ID)Z/P0|<(W+8J2J|=|JX_SZ|1Z+,>L%=M/UJC|!S1CP

W!_G_/SL_Z5>U@B,MYFDZPULL M'2^>*TW!"U-
U&"M3UL"!%L_OA""H*B_.0"FM:/+/O@8_!;PI=\$!>!&#QW MV+F"
!/?AVC/>3M!C:E1O=%1/.D={D/!L,9V>-PL M7EB)8ZF@>!:KYQ.+CFC]+W^\$;Y>%>_7J_/?
YJOXNYD^+:-XFP21=9'6S2G8D M"28@E/H6O&NQ<"AS7*KQGM04!@^,WPW&+XXEC.
1T45/>Z3!F! M,PPX2SYE5*:XUD!S6/Y=Z.U*9S30/E.AXX'K04I+W.CVM%9-
_W1"E2G0L%\$8T@%C-"%,00Q#T*K
MHEF6KJHVVUWH&_J"ZYB)UL9"99:9(&X/LZB1W66_8Z/[18+ G!8TA"W>+H/N!;':;Q2DQ
ML;J.D64&O,UU-"AMHBC!>|Y4LB4=*&U|H5MF'O1\$<#TEY5.GB.[##|V,CX
M_6)Y>+9,7|,*Y=KA^6N,|_>?EI>1(X>H/5Y6&Y MWO,\$|G940\$#DEFEAL/T/QGJK;>V?
VF&GJXP&|*,\$QU@|!A)^0LRK|Z0_VO;? M%JOIN5%KKFA(PSC|?D|Z7Q:S_'EYA-
_(12)K@D%Z1 AUL#T%#POB81:BM2I& M3L=>YX+5EZ1|V)\$S8|M'8P7,"#RE^TONOEU?
RV-3!T72^#@-<3K;J*261UUJ MAS-X9 P"@!_T (OKK> MZ1/E(W?(F1=L_<4|H /G -GR*
(67+G8?@;B|V@<^D'8"P+H2? VU;:P#L|V M-@^7F^/F,ER_|H*UD?
VYR"X>HH5^&C0F<^&AKE(?_;V\$>3C8ULN|1+V+E2226"F:L7(1^H|2YE+;NJD\$*JH
=5@1 MH+>LCJH/&/LWB@|0-00KQ#&A<5^|C12,Y|H|4,DO8EDP8<<\$;CQ_10G)SKP
MR\$ FD2/+Y)*H_DWC?;J&?L X+BCN|;51(K&6>YSA3?E=.L170K|QO0D/4M\$Q MH(
+2>ZQ8!(1*PZ\$16FU4>CNMK7J_7/HWGH)Y!C0G"/VAX!NKL_1* P3Q_|MF8&IM1Z**P-
>TS8NSD06A>4.>^B-VI&ZP=0000"C|Z4-H*>!%LXN|IA?T"0 M7&*
(P6200EE0UA:*^IR%D%*(J3!MFD_C>3Z5P^:47OKI92MUC< ^WKRNI|V5
MB"_|7#XNYB?'N#RM5A522. 7;V_/:^WN,-'3\$YJ:1+DS;QJ%0(X3*QV8_,D_):M0;:-EI&
M^8*R+X@U4_;M3S;*RQSEDKP*'DZL06"8YQ!|9X&ZPU)N.=099/EFGM M5?
|ZTHY;:Q3U(/;AL71E?6^P%=>7|O>*^B52|\$UG.GFP M0NC6R94'R!@V^3PKJ8;
|JT39CP)!NNZD5B|7L5+\$7I M@HY%|VA%Z|Y&3Q(U;'IY%*|HKBH:@6??77XD->
(G4">0):TJ9(_K|XL MW*N0+)|P1G|K MKA05C)22M^Y=|;
(<#AO_|);H&S%,7OLFEB1M2A%T;\$FGR&R0)8(0*>KS/\$6+ MJ%1HWCUCQ+X*'C:+&?"
%G*7\$T|/W8UE'|KGE%M!J|XK9!-X;#>QZC;7:*00_MZG#;6Y
V4MP^1XDCZ3S|Y>S;MJE&E&%V*3"19 M%4J 6-.SR2O:HYR|MF|97XWTH:-X'I#8A^*&?
Q1-'DGTQ4>AS|Q59M?U (F M9XNJPR2 H:<|@|F
1Q)4\$EA2,M'|NOTPMV;|W_ZP\$UZ^U#AHJ\$|1Q#!7Y>T MG9-/RK*@*+
_1C\$*^Q*O|YXDY&*#<2IAB:VOY.Z0,'!U08^8:2'SP4W(S:E+
MUTG3FUWW:Y|SR14B@K9)@;(^DIAL *;)'&<*BG*T'6U*A^4&CE)|-S*M)3XX MA*XR|1?
5B+^2/!^*VGJ-)\$L19;%F*|SI|=M_.#(KW?8M)/RX(#YM)AO,I87=S7'BX-\$70|2;_:?
\$X("5LG6V%38?E!@Z_>@=/:XF/!D(W;F"^4-1XLU/%:A*1:ZU4!%;2 M!;6-@^ DL262-
K|4M(A_)H8>6V_@R.G%0-1,YJIG&\$_ZBOELAHM;ZK|%Q2|# M>|!U)Z&|3S-
0:MA/!\$ZQ/?1)|HZ M:/6C!_T_I^XB7W&|>C/=WY|+M|. <1Q&57TKC0ZZ/|L4EP=_3E<3%|
E@NPP)C2@#G|+A4%D6=F MG"|\$4_L|JP_3,I(!3#OH=^L(N3V\$/2K0--
O;#C@V6*TS%1A\$ <1Z7-*@-& M08>N+G28M|H5N\$_%2)Z+M
3*3@(>'43>D&1.%LN+UI^_X6G\$Y82E\$CV7\$D2Q M\$E3.")Z3E(RU.>B8L?1H8;91-
70;IOWT_BB_|E;"X*'5<2T|. %PLUX6&R-|K5K8N,G1+ MK!Y1TD:P(SBH:I7_|2"5"QZ|-,|
(;E|L1?MK|=|PKC8B'1DZOM0NL?D&+^@+MYP<.8KP=)T#PNO+6@N&(D\$N
M0|9!/&=\$XO:5ACV\$>L7'7D(="";9B@7S/RXX6==39ZKS%XPYHO';)4!QV*H
MO5DR>.T2Q9;DBDE?!"1=|F?L>RPYT|CZ/0E|L%Q|/N|G-7L^..VT_E@;:U0
MPWI>JUH6|G4BZ3\$DCTU\$9"9V1%"G!8>|H&Z,G?8B'BEJ+NUH81RM|V"50E!* M6R
_GAB+):%3'K9M53OL76&O=M^\$8SL(- 1!\$5WYTM>"B>3/33,-I=Q,VF\$ M#&3V"-
:HP(TSPJ?6SY>IF3H|JJ|D8-A#^X=;FNG+_'AS8J>DG'*DI3=YC6 MX-;,%H5Z5W((3|H6?
W4*L,&12TTN.A!G(/#8IL/=OXP^5QL%WP5Y;0MQ(VJ
M;0!5M|JB8A%8|EB2Q.QM5YAT7W786*DY;H2|P@_J/_^B!O>SU+YD
M\$;T1P'S'H'ST\$)!,<4HL;.:|C7<#IKV/JJ=H&C;::@BN7I0P6MMT>\$G-K?UB
M2XC<.P:/R|JD/&|FD"0HGB3F&4|=LFYME!XD M9%P@VD?
3=X>Y|RWVP;VI@^GR_1*G)U_KI,F|BY/I:CU-JUO|V,(-<@1DJJA
MC98%8I0>T*44K3/>%|71=7IZM7&EGQI@I1+TVV)>7;I;?'CI M"G-RTP*DOD^T
KSF",EZ7:R*)JJNMZS;5QE7(JD=3-J(=13P.%W\$Z0QO,Y&B MYCF2(YA"?;M;+XJ=B229K
M'YE3R72M.MRPQKN104V#L*|J#|4?'+=+'&|'6^MF"U.?MOB X,D&#L-):F:Z|)B&L>(4?
R82%'8M%-RZR+ #IG=Z0T4:HPV/C MC,0WG9|<+A?Y+%UGH(*06D\$0R237)0B?IC|4
M|"_.\$80U;|HBZ32%V6V;QW.*/B0&4I*WI&KW.8_H00HGDU7,LN93|1XD9-@^ MQCV&-?
N+?7!S4JHW<9FF8?8%E|^G:3-Z;|. \$87KG! V9.ZE3>Y*|H(N3T*?
018&E.XB\$K6O4SS^_F)|,YXI*LZRV> M"AI,S\$LO&
|EY06%_G=*7%.YC|\$U6I""&;LB8_#D/X13NYND!!JL8&P.R)H>0".!TY8&3%&10;

MF6(M)CU%5#>@5*20_3%Q444F+@ MT;NNR>!M:W0#R>O+
3>1Z3A,S/E104V*XF=0'MRG09D3Z0!M7|P1U3Q0R7SG2,X=
MPPS>)4.>7K\$4>'(!DAL3A%:E8.AHZ3 MRRP(R#*G.M))0Q_B4SSJ)48?E?/-G_'
F8L!7=>IC%O, M2!-1*<.!B_I4P\$O: 89R\$!BRD7&8EOW;7J4H&Y(>DUI|/9Z&
H%HM,5047 M (|+<'*!H0YHC@(- SJRZ@1&!;'.)F1A1EG37L=X?4MO)Z0:HUYC<;J6#
MP=VI7Y>+LWD^7H;YZMMBN;Y9RYNYR+L.LHQ:XZ9%- 'F\$N;X90!&5J D6+KCFD
M|:MT@|CKRV(WDNO@^/|@;AMGZZQL2YI5SMRT=[W60+L)MM2>(3)20(\$E*;
M,>I@;>=;UNZK=L//Z|M?|R3W\$>'8IAIS6(|<".K5\$*I?<|2XKR>R9*\$%A+Q
M2*RRS*5)^ME@>G3);C6#KR|W8?51P2CXZNRE:L40"19._).%V?"1@Z?HL&
M8Z4,J\$WFZOG(N;M*-[|IA1T4|D.CH|+@9#'_ V8Q/YDM3LE-6|JU^X7.R9+=
M3,\$P4.99<\$%I<\$8888WTV74M%^NP7#?50+Y|=&M)CR#^C!/?G2WKH/?;OZPH
MTHH8P:DZ?D?Y&B7&VAR-RYRU#MZV;F7Y("=@/0:D|/RWT\$=H<^*=1H|/|@;
MYFFH/MM#AZU6/A1G.!A&VT(9QL)3&#JX"|6O-&N:J/|"CDMV@|WKRS|W(?51
MV*#CAZMQC519V"1FU)|1N<
D2O:&_1UIH4R*%M7+3Y,23UNW>KB"0&8W4#GBIC&1;>2
_7PH;5IXL9BM;AC."WZB,U/KU:-
|!"IEQQ+W(>'#>_!9+D')>WK:/O|++""#)D\O"|#N"U4J"+4R|J_M(IWM>KO^X
+=T/'ZTL3|2W-P0/R^GLXNFTC?8,%IX8(L8+#." S<@,-8:TIR M5DPD10#O"(@'%^@&B-
>7|JU?FH,#XO!K6)Z&A&?K^|_ZE3CR-\$"CYH8,85!
MS,4|X3Q'GGG1G<=U/K),MW>|KR^5VTJRPT-DN2BX6I%"MES)!Y5UUH|50^NU
MCU!1X)A"8\$@!/X^I*-DUB?O46MW\OI2N4UE/(C(^C#|VJM@2ZW?DXYD-M
JM82\$"*!.22%#(K2"-H\$K6NP'J:D&XY>4X*WH>0'MSA?%F7|!PGR=DS/
MO4A61E#;\$!ZA\$O#CK+.B8>\$#NC\$RFHY5YZ/.|(>(U96H;R7)P-/S'=(DS,HI'
M|&=:G)Z>S>E K8IY.'6(G O.Z@RN:BAYN!%#!'3#2%X1=Y75Z?E60MWP|_K
M2|GV)_T1'%-_#|ML;5=W1.9RTU|,H8I;2 X"G.*-X4E\$(1E"AS&2&T>6,C4^MH.
|2,&P|DX9M_/82|LC|79Q&J;S27\$BQEIMBCP5B049N>RVD'1*R('H'G)
M/<+CG(IA>ZOM|J5'(+*#B<_FMZ=+1>;ZT8YO_X7(@S)67=|A??CE|J&E
M|5CH: #.@&:U|ZF3F>RA2M MS|JQ:._|X2X*WNP9*S>GP>GBB8K+5(IK5V;
M.R0,V|&O,6KV\$>_@Y|&L.)J7>D_Q.5TD3='N;"HA(X24-6KC%#;LP2)((.*
M+@@M>>B:R'MXA6\$;LC7P;9N);X00N-@4VK#B3;.@R0NA"\$+IRV#X%QP!' +G
M;%=O9=L:PS@H|73W!!AV\$.0(X?|Y?FG:G\$%C;ZF\$2+H.M"%;&9U4((PKF"0Z MK;M.?
7EDF7&!8A<=|@&+W00Z0F0<_|&X8"0I7CM6D,VT@AA)08+W*8 HQ3*;
M\$SJQ^X%QM;SG/# MK!.BM!UFB-Q%E4)H(7,DFE-AE7T#J;;-V;BFN+@"?
AM8E81XG,A!65_N#A#;?YC*72+&|J|I='QWE,I> M
A!8A|87G76VOF@HI(T#X%DXFJ%ES.U3+@(\$)R;8!)%D_\$\$%#K9+
(GLK(96)2AZQ0!P@^26*E1!U\$ C3#H/2M6U|ZUSM(^2,S0;MJ/*G MH+2C_,<
L;/5NK|EOA+TJYY6!|W+K M)LYS<+5#D|7D/DH%3L9"NTTJS|7CPK: ^+W|^E<-
:OGY1LP=\$=U#AX/G/MS@+ M/S"-788_-JWEOR|FWS2|*4&03,Y++HM'6|L|&
MI"72D0128M>;M6E) 815\$FB-8|26^N/^PTDH9GZ>"G%J5H YP5M"W(D161
M.,V8,HI';WU/D|C#^;;|)K= 8@>QC@ 4'Q?SD|L&EEX('8T#;|'4AS|'7&T7
MOY@I+DJAR>0U!L3UZN, PRXZ7#01Z B@|!;7T^A=MRY|O->0|+-#@E6%8H
M#928:8<@&HC.4|!K7"C,D|^G0V-P|\$/P#.)&IXHS:0^*@35B3>U?=-=(D)
MUA|&EE44D6'J-G6(/33NM;X;2G"@:/F6Z6-WSY M(WS|0ISABG3L/RW65TU6 G,V>^V B?
J,K# ZN8NKS&456#3>%L;59UJ1|8N M.!:8|*O=K94D;40| F-T9;._3N?X@?ZZFDBMC'
|0#%U2JGC"7PP\$FRM+=R M\$=FV|G#N4S'PF+.&1|>>\$AX!1C|,OO/L*PN_A-
5T|87H"/EF^?|J\$%K0U (< MZFMX)AAXQ3RPP&U.I>@H;6/(\$G4L#9H7ZW?
ZP|:4@6CPM2M KTPS1_F_S:= MYXD.=*(+U. 8!1;*J9I^"|.#T|79?
#TQ7KI4!VUKJ4E.)6J(\$CEXH6,B87')6U<=>=2)L)'T-M6@.JE2I&BZO7TG
JAGF+7^Q'+*J;U;J&%M?O 7&;&+HG%2L|;"JQ^@9R4O"
M/M&T@^#!Z*#|9O%:CT1AFOK!(=\$QS&H3(=S#-G1WP1'*TT6OG6B|4%"1E+<
MWPML=A#USGCYCLNXZ LQ|A-T^?
L+.;T)|/(!.H#FN^P#/(2YKY=WG|@G7Y_7E\$QF%9P8S2%7; M-
D2E(*&8'7P*@J&9\$S|Q=|HHD92A=8+E/94P:B.L)O1POO98E';!/@1C%:0 MI"=|B9#!2QV
9ZZ\$RM*:#+QV8:;!Y*F^MYIOY@)NRS13!7Y.^G?V*^E<9"@K"56 M4N \$F,))?
3;.V4/4).-W"|EM1Y|F/"D(W+B4_SV|=2_IB/'-60"@U9Z*P M|D@.M"LP*5O'P|O8^AJO
UG=(!/5:DN>M|3 J:'U;K#=3""Z.=!&<-"8&8*4^ M^=-U\$&^D/A.C/\$B01^*B0;A<
M),2|>D|2_!OF\$|SJ<'M01|%NY@5,L; MFF>2V
UQKR4!WZ=^1@"_W^=TJ,^F_XWYUS"?URL5I_GU_MI-5\$%+1J*/E!X M5X>D%?|:)F!

<.*&=MK/Y4_\$G2.H&K/2E&I_V9P^N>?/[F6N/W'YEN;[H3?
M.L+R4_WO/T;5!R3NGZAW_S')/-L':H"*O'Z_MB###7B_5HP.5D(<_>(1K5^;?M)*H>M(GYY3-
ZU>SWK==2F\,N'7S/H>/_AS<&G_MXX,W;S/_NGXPZ=?
#S/_/#FP/[O.JG&QS^QG;%;!N6-K.=!2C5;)!_KD\$":MR.,Z@HPDD+'G\$&[3]Z6
S\$\$;Z(7\$#&8VJ^6>Z6DW>9#6KCF6&M,ZC=!*O6GC5"R;TG-NV5\FH,MTZ/[H
[HJN/3/9>#3V^/WGT\.'[W/O#@Z/[@_CX\./GTY>%=I?UM5;=%^C%?
MS^>OD44[PEGMI7(8ENL?QTNBDE!*[%PC5LDDM/(2"%6ASJHAX-#7*7U:!*UT
MT;GU'G^*IOW'S#[^6^GJS1;K,Z6>+V;O%&A2\$207#)02+O6Y\@_Z1M&1ATP_MMG;?
GD>L':N*7;N3Z3M1TFC-GD?/OW\W9?CC2'8R9K=_/UVAFHK58ULT)?T
M%?/9##^7ZUOI&R"RO@B1#61=GT-\$J^K#&P5"DL-O#1V81K=V,AXCJ%UJSM\6
MLTQ'^.K!Y;[1S01GOJC:'CG5.75LQB5@S0ULTX=*&UDIZXN>./[H/LP
M8/Y(56?!88592!S"YB%IU+)V^*CJ7D7TT?HV;N1Y@.??0WS>FJE&".\$.XMU
M%!'&="=XYXUQJC3,FUIP#T*\$#\$#=RILA8M[K3";*6'4MN;MNU^.=S(MFUJL9TGN
MT)'(<+S%N+Y6X14TLD/.KHU0'1.WTEI(7I#7;PR#P%T!(IFG@/[JFUK;Q"VD#-
VJ9V_JWR\JV%_DHS8*M;S/_JMN'X\N6R].2Q#R&.D5BM_K!U_E-;WH;M8W[H.
[XX,N7=SL&M5M>_WH!2)@!70Z11:54:-U@_MN3-
QPUJ9/3!QOP=='^H8M05Y=W#TB3R,+O\?_ER^.[HR]\.CM[M9\$P>_*!V
M=N5I.EN9F+"XUK.GHQ.2,A>UOK\R0=PD(I.I-.05&2+*7U9=U68@8V*RUP<-?MM!'J
T*A2Q?/G_||+;>0+_|.F_OI>#CW_|.O?/M+_ =G14GOK,EN'7,ZAO
M9"NO:2\LM8R28\$0<=*L-4E-A9!?'G>FYRD-8:'UN'65F+Z>U7^M^G)UOGJ
M[^8U2\$Q)Y<+(+S>:-AF2#)RQ!H1CBJN4O"RM^WL_B!A;5;;Q'1_0;ZOAD9M_ML+
[/_LN7=_^^[M/Q^_^OO,=U;T/:5CE\RA\K6[OS^(*_^N,R'SW_=E)X82_M>4%)
[JTE0(7Z4EN(^AHIU\+8F+QJG6+>1LO>P=:=S[U1_F\$Y!LY*,8#_00F=
M(&19:L,705LH,Q9;3_#>2LS-^\$M<'OK&HB^'\$;D<=6/'E7HDZOIS;ZXE7
G05^G/[YO3<\$_M6LET"/4Y0JK#HR)%!#\$_%LNU+46XTOH)=S?*1EL;_1R4W'O
T5XI8W@.N<+/-MY=UJ/3T-;UQ-O_S*!BDHJHP(2C\$!@7L#16L6'?&0>>L7W;E
ZEJN242:9ZZALZG^G\EUZAR1E\3WTC-M*S[_#-X7N"3S,%_MC%,8?6U7L#1?
VK^_'N857_O+E,F4S"*_4(R55K1(3Z3Z\L8E\$QAMS:#'4B_M;-
A6\7W\JJE*1H"S\XLE3D_F\YH\7FZ_79@GC?_G&T4=X\1IE@PB4(.ZOG%
M,:4X.L!YK/Z=B1VVV7Q/>'P9U8T_HJ?IM'N;S1IC;FMKR2T9_MJ9(81!\$Y<.\$Q^!*<_JU/U:W\$#-N9OB>,M1'!'#!THW7&74XBN9@VH@7!F0/%_M^T&QC4\$5#Z\$J+A+
[6L_MU\$S;(_ZGE#42/@C@-\$1?L?Y&1YA6IS,-[.)+_LI_M3EBQCL3BP8;:B@
WY=DI22R#HY\3&Q^T;*=FF'[T_<\$HT;'"R6,WDZ_3S/.M\VJ"*CD52P;F-!W.R4CP4M3;
(40OLYW=_/S5!VY5_MWQA.+Z*#P3'V<4&!!'&'=(3'&7Y:S\$-
R/[SOC]GJRW972NUM<6#YO42JGCR_M#C\$%\$JRR%R5%T[A.^R_L-
Z7O!6>|Z&,&Y^!%;M?SU?VTBG96J\$""\MJ3_MW_H:<+XVVF=2*:Z<1=\$ZTMM*S,#-
YWLZ%-O(?@0@>GNQ)NO87ER/^*P,AF3_M?0+KG_95.Y1%(2)HDZ+VR0;VS=T?
HRB@=O-IQ;S-="/""#!U?IH?AS_OI4\$,MVI1"5,S(.K5.ZJ-G*(I-LD43&A=|+*EH%
[S/>6@6H@^1\$@Z!/^\<4-"R!6<_M_IK.^R8^?'07(656T@#YB!%4MG6RA_#
3:085Q2N"&|_#TAKE=-_MC;KVZD9WH>/J8^Y69W7_4WKI?
_00A2_2!4D*IBRW%5%UO&8P!;Q\$#1NNQS^NY05*/ANS1=C@RBX_Z96!&8\UT!O"*_,^!%
MDE2TI\$W2^8SI9+VB&;RL0;;;SRDB@!:'J7E#U_MH5A.'(Q'ZRG,T1&*K#KQY0!CT
Y!6|^4MV=3?OY!'"^CJ?_M<9W059DE068IM;
(A!MGZ001%&!NV!O>EHL0(0#&"G7+MFI)R^4/_MXG,CHBJ=RWKW?"6X59U<%M-
I00OP#C.06\$JX\$1Q4.=2A6NWNEN\$=D=N/7V_:7[#'NVM)ED.LBG70.>/(U_M49@-
N!#K!&;Z%EP.K: >NJCR^0UTN\B^J^,BKI;-YCS5V6<&@G(*N,DN_M^*BRC*T'V#]-
U2A[3SX'%=M-3A-%C-J.7#5\$V.8W/V,'MJU\6A6\|C3H\$|K_MJ+2&LBGC-
U&"DZ1>QZ.Q(@B5=>NPL&W3MGM],MY\#?,37'V8?|+UN?MXYU#\$
M3+RH&HG,CH4F4MUZJ&'&+51A26K3.NCP&M'>X*->&1*\$1\YV=K>_M
QGM%\$;KR>:_.UAQ[H\HNU(^S1NFUO,2<VQ:5J%EX(45D-(WI92
M/O170=*5RK&V)WP.=G9J3[B[KD9MT6Y.=7^+ZS"=[6:_OJ\$!\9M\$*=Y&I8_/B_/OZ/?3ZE,
M_G:EEB&BE,DT+Y7=1LSP[4""P<=6H.ZCK#&@|HK\3^&4_GJC<[;Q6F8SB>.
MUPDTW@-S@CC218+3Y#,HY0+GOO_38>
MW\$/DY>,'BA6\$YN2|S\$GT"CK)8C5\$*1AD'AV*6L;O&D=UC|.T;"7!N,^793_MVPA_6
>U+>8;@[#|O-RX\ _F36G199)RDAGG,G\$&:%6DJ%T(VIVF@"Q2BM_\$DJ0%'"*S,
T04=96<'J4"9_MV@;9!0H\6^;KUF"7IL"-!^\$3!:(UP3B(UHK:S8GB_M)\@0@G5,H')W)T
L\4UVW/6'>VLD^?@X'9'MM|/\$/GC/OZV<'=.7T_&W-M_M%#:IE[|,UU%UPAM0PGAPF2=
(N0A.L3EW,NP+I5LKCG;J20\@VEW4(_"XKKDZ_M|_T^=OF+)^?'(<_W_WY#>SO?M82|

(.#XZ. /XZ.#3 MEX,WM>CB2RMWZSEK|>-X|^LTEN1T6ALS2\$)N|(15!>@&=2
M0V1.:*M#>KQY FP70H=UY9KB:70%:U^*&|^AW(VUS:6P*DZABHF">!*HTIZ8
MAB&"%I&84DPG;'TX=Z=N+*V|>H/*O;;UO>AM9(B|N%F.3GG.R.FPEI.@8I(0
MHB6Y.6E2"+HDW|JQZGTJQFGHJM7W(|#:0?B#!ZN_?7E#2T|7E8\$Y?>9E/|S+
MX@+,R6A'Q)M\$GK('()3Y,?:(AP+7'HMGG3INJPT'K#LHL5%3R(=F76YX\$-)
M)9CS'I+*A423:W.-6/OB(W,Z9>9"^R\$K=ZD8-IO1"#"-A#P"F-SNH+ QJHD>
MR9HL:DR*!),K ^Y)!274"K&&_M1X/=I6+@>^L7=W/VU,/HD%1KYRXVF)1D
M(-VTP(VG'<&C|J>% 2^2%1:M4JGUI?4V6H9OA;*/CA^%S(X""|R1.2#EV4^+M-
5Z>LZJPJ'4J4"?AD4B4!^|V#Q)4<-HE|FS7_/K=SQZ3^G?5UZ*9|\$:A>GV3
M>E\$B"QD)_EY|H /3U'R_HL.Y,*V-B%&Q9ZA>/U?UO9TG/:E^9^&-007^)^O4I
M:BXSJ|6|7A)P10+/HX6<8DDRR6Q1/D/U_KFJ|^TZHR?5|RR|56?<7H^<.,G=M?
#V|B.&)5^>8Y8!H";5<18B"4.NL\$"8S*S,^YARL,/WU9/'|9_KH<|^_G+M
M#CRPX,!E:R_F5^XKZX%A@M>U.6B=ZZ-MR:M*:NVGN^>DLIXCR %!L5JN)
|4^9+GZ.OVVV1+&FAAK 5\$QM2!\$VP!1LP1) M.PB&A-
MIYL9^N0;823|Z|H>W%MTX,K3%SLQH/V6&!RL75"\$HH'H<&R0!Z1 M1D4>42)G.-
L3M=8EI_MQ'DU>^ /YODR2-*!:Z,Y9,P(%!-3?&R,A229XSP;3C%RUR.DPWHC_0NJEST
M*M<1Y"JWV-+YD\$*EWTV'K*I*3DLCC:/#("I<&V-,)RQ+J9C_10_SJ=/:|&_M1W/= _VS-
C!=D%QLRH|>@A06O:BTCF60(.@HHQ401\$A=,MVZ+_BA|X|G(W4OM
MW>"T@PX&/|^N"U@AO?I:K|^<7"RQ\$TWG|L::NE+"BY#|L23PK!) WLH+ #(N MT(ED?
M;:YTP9;SV7E+VTL769MWD0%V-FM@TKJLA9+9Z|0Z;CH>"H!VD*H#YF/#DH'
M|_E9F-67&O?X\$|D55@!7R<0*V44A)P%.#K|;599650|8FG|JL/F=5|*3(VD
M/CHT'2|QYI<^X?KN//#/A\$+*LZ:SZ
M+"0Z+2BV\$=%*\$HPM78O=FA(V;:,HI3#Y@L;7_QL;2#_T8'KVM9OX:Y(E3,K EB.|9E:
MXA L(SEB"\$5\$+4K,>Y^S>|#+O'9X-=7 Z/#UM-U^|V="S*LMS/-.F&,*B|K M6%
|E',G_\$%HQZ:.(,*<-&?8DK1,Z|6M'YTOJ;W3@/<+C?EMN@ZS7TFTEY>;
M/,G"N#>0D&V*85SMEB<@H';JU(I*QJLWN'W53|!SKQURC:0^.)K^(Q!/RT-<
M3FM'QLX|6N54\$,A|YA!1>G!(09@S)GBZ1S@=R?0;D76;A1T0IE_2A|6T, MCKB#?
#J=3^M;W8VV|B050Q#!*!TAJ|HY:+M W'2&32XYICD*|'HK^>A"W9*V M|+4|J)UPA|?)Z:;
|P,\$|^|17J7U=\$|:;<=%1@MVP|:KNR+H3?3_A|TW;6|K2-
:\$_1K\$?;_M2|1|X7;:+VO+&I\$V3?Z M\$Z-6"F,04_@;/6OGRR *TB0!SAU>
(J:CMM7EDSY5"Y/9656Y=(J|:|"W0Y MV|,4)CR?|0IX#%<8| MB-
9B.!Q4!|HAAQ3L#R*;'W7 |3|5^&^N!?'W5#"P&EJ\$V9-WABQ8XB(ZH5PY MA?LH4S
2W5'+D*6OKB'@:\$5T1K2|K|L2Y:ZX 4'15-I@*XY
MNJ9&@Z=)N"0SI;9K_|/GN)RE+^|MX#D5|+0N(-+HXB(C@D,OF,\$\$='>Q_Q
M%Y:2Y|0R1Y_N-B/AF|X>W&O|^BDA<O-L_?NV^7=|^I2"|^|1#+6&IA30?
M'&XVSP7)7+&|73?4 W Y%#(ZZFY?4/>U|X:HY*/&,X'BXP3 MC|N-2%! "1_R?,<;G
|X0GN50?M\$O|^IN)81VR4(8Y&A|0|\$=V>99X\$.,OC, M,2:+-'HOC/A:XS2CY)N*
<(O|L'B&=73;AW,A^OO*5P20DO+-<*E*?R@VYNL M@9B-
TXHJG7/M%L!/T31N@E,S95>'Z6AT|>S6_+5@|W|V60U<=,O:7%^BGR9 MX-
"P9T)4&=X3P+%,@7\$:M:-"A-2U|_|^ZS990'.@ON?/(OSV8?7ZXOQBNA|O M|V\$^_|.
L.D%L_GVRQ+^TYI9S:67* 33R508+,'!&9DC41BT)1<%V#7_|TM)D
M|V9NQH%D_2XOLD%#|B^TPZEHL@*GAI5|)L6,#L";&/WU
M_/R:F_VX81S9O9S:YSQ)YL(:YV|,SGW%TA,^4|.'64J<^(
MN2Z3M'\$XE8D8\$P,UF>&LE\$=05F7LB;K=6H =40%-G4X(TN?W(|UG:."UCEZ
M|"A(F1XK,5@S*JU=CVH?P@6)O"CIW+?SU9=':F|A4 MHWP|&G-"(L9/!)F*S
"5/FIEG;V7^SF8'L"9+<(:U| Y73 .G|'K|"WV'
M.PGXE|Y8UH=YXT|7L;Q!N@CE/G|H1|'0E_%U(-9HE11@>C|H|%=1U7;,*Z MIL|L.(C@&P?
4:;=>L)+3RITC(&CPX"W'O1*3(MH2_/^NL<'C*S59,#,|.LZY2I1!=D&AM(0!*S&0#M8F1XC
MEZF!GR%DOC^0|_9(LW16^/PR0*WHI?.WV2ZGA"6,'A('RK/%0QG-|Y,|C')
M4DETX)U'2^QS><\$IMHM,5I8Q\$/6IHH>\$=M>5U5 MT5OAN.A^1_#H4FV6MPP\$E8-
EW\$ L=KO <,W3|NJ@=&O|&Z+Q5LM(|_MD)3)ME*W6"KCH:: %*F^GFR|M=
<;SZFA:O+Q:+33CY M<3X+FS^<*J&ID5*!T5J"R)F"+06L*M/DO971L5P;61UI|:-
:H1+0AM#/P:A# M+|S/*R'OWDWN|G,S<+|\$3?/YY/U3|:-
WAKI7<7JXM%.CHOPC@E0F:%KAYH M6D9?4@PL;"EL54Y0I7#/T>I6|G|JVRQOJ8/.9|)A
W;RPP39P54GSD^FD|6/ M2WX_?'A|O+C|V=5PBZ^3;Q|^;5+CEO=^>-T'_?
T,B4.OG#+AO|SE8,RT64Q3!^MM(*!"K;"K_-9Z7R^AZU_=OH#IX:C M^T-#B=<%^M1&>
NU('K4%JJ!L#_|8|H4D?._US_M:/V3|EH3OE_E' ^_OG|G>^?KX= +#=#(X+@_|-
&N|_O'VY,MO;S|^2G; M<|ZP(C-/V|6O<4^9_!S,%-:@; M2T\$B|J'SVC.^'R6HK_%|!..?>

&>EC(XN""!!H\$ -EB*NFD MI*SJ>GZ?B@:1VJJ,7;4N M@'=@,|YXMD<=|=6'N'R-
%7CPJFOWA^%46\EC\IV4(8!GZ1PL4#O(2W?31:+ MU8=)NF+%H |70*,052\MA&TI-
M04XW1K |,HEN6N5)'1\$D>Y PP8!!JJ68+U)9Q-42CKD)6J:XWFXRN-6RGRC&CD>+1
MX;*^J=X,&|/^QZ\ZL+DE\$L:)\$:6(+)6I8F7!XJGNQ.6'R-M_74Q6/^XS\$:)3EJ0,4K,
PB4'GL<G*I\$=\$,TT%2.^+AX9>O0^\$ M |HNSE7T(6X/G>N?
+O\$0(6V\J(^FMQ,C>HM|=/_G:+)XMTB3LZ\EE>/#_&RR
M7\$W""|@X_,@HNLL20T)0N\A8SL(PJP"6"712J\$U0_3IU<8JPP; RB!B'A|V
M%ZOY^LUG5D\Y.WQ\$9R0BWT*9I%,27_%W-'#(1'#C!%,VF*YPV;G*N)'5<#"I
M(J8FX'\$^|Y-INLL\$E1@\$4NJ&A08 M?04Z.BI>3>:K%+|.YM/YV8|
L:&1J:/^2@Z2R)\$#CX6FDUI-E<1::QGIV@%P MYR+CEI,/AHPZ0AT?
&OKVX,G"5>EYO&S\$M9,J.)##<&HC?
MT12L\JRD|.50JWX'@X5_<790%CS^FLZGP0W06OSA&\$Q6.|B(S^M2I#KC3'
MV,^'C&>A-CL\F\Q26J!UO\$)XD:N1\A2)^JCY&-UC7.V6^N'MR9V>1 M?&>!B#(A*&MD
'T_H)DY:5D\THP=Z?8I%ACY!+PP8Q1%9FV87HV1O4.NHU3 M9OVZ:OD>QUZ4,3U*
=/\$I"!YMIG6MS;WZ!BYWGM8 |/_ZJ;E+=3)'TQGTU" M\$=.W3=OKXNIM,O-
G<*I39EEUG01\DC M%W0R,-&*RW>"QOW8W:
&:NB\BOKC+NWH4)SK6C'IA1'H0K8TY\$E"5="#Z_7+8GXOB^L2ZF_SQ>IVYFZ4-
C'M)=@4\7Q. M.6.4F2,(ZE,(+C/5>5;5JE5&GMXWF%-42:ZCX^/7Y*:KKZJ1F-?.W:|K>|V=
MMW&=EVU*(J5TX#)UP)C7E&487C7E)WNJXX17V\P_PD|X;PM)X-@^I9/G@F
M>^Z\8!D/859FQ91^S\4-D:O?X/IT25'GHCW#\$BJ)_&&8/3E.FWE M*ID\A:P)=QA'JO4,/X-
A91*@\$=I=;AE7TNZ-G.U5NH'E)5U!5Y7KZ/BX%,BZ M?=?L;#H_1S=MM9WU5GHV,Y_
65H8,@:0=84-2J3;)1D76>&=5BN&V)>WGUT M;4DW\$&"JGRTOT";2L@/R2I%I 5*!#IK7
TEUR7:8I(.6TU)7YTG>315-6MX(-/"C=-?_YP06ZH>/E71/WE^;H@/A\59H(
M;U|\$F%\H%: E:7#Y4.?\$E)"D02'Q(E+G>=|?'@ MT\?+N??M+?+46MW|O*N
ML\$Z6<3-<.:F%(M9W MM3(?;A;(E\236TE68Z.AO^>+-
(4C>,7_#7,S\|O9GB@%L4|."@U,L.U0^|+ M\$8;Q613@M46TH^,EN37!=|Z/N=?"W?
#S\JYLAY/^B,!:+E:G)\5&EE2-7|+|M;.&^?2UNVKK)&#=\$)AX94K0.PN6!V0G;@|W?
OB4PE5NG5#XIYO3 MZ5\$"QNU4\FI7SU1CXV7=+;-
PIOYN90,3JTSR6N%FXL9#|+Z@)O+!RCYI3K M:"+O|CX%%YV\$3!.L\6*BIW7EO*
(4%G/S5O|. #WZ_91GKS2*:Q-I5Z'EWB/ M2R"14)\PIU\$^5B"U3.&_SN;?
_W'YQ0TT+O|P@XR;|4:\$01VES7M)L &=OSXZ MS2\$(1;'QE7)\$E4&T)=2H)-BCB?^G8J7
^=OSX:|W?><#K?4X(-Z/R75Z?. M2>4Y,1JNU M*W67HG3*-JGD\7+@/@2OF3*4/^8C|J?
SWT_&Z7\$WG,|WE& #-UJOY^MAWHNU MT#|/EG^^^O\$JS<+7<|?
X<^WQE)HV0S(!SC&Z\$E\$CAQ&.)HH&QI@NZI>(|ME4_2M.XG1\$'Z@Y>51%-
NN*F|M\|B2)49-2XI9QH0 MP=/@@?"*%\$8AY2) M0UIE #Q\$EK2D-/FN_1@|+=@8:
Y5|H|K);D&|!##UKJ#|<#SV.2C)=(UCHA M\|SF";RD\$@@|IF3A4*??HI5VU\$ZC8#|;.|
|3P\Z'0 M:%H?0M?4-#A?;B <'::)L!T
MIY#^E|;E7|BS1#&L|38)//|CX4\$PG<\$9RL&2S+B@2D90AW:S;|'38&Y#4!5
M4T*UL^U_>.>C)'5/|<_6O^D_%>?4_X?Y9^?WY_Y_OG^&TW6Z|<.)I^_%>8 MGV_6>'?
T_O,?1Q|^?_O;VZ.3WS_C/SY^.;G>.A_2|S1=OEGW6%
|>Y6+Y>YAYW:7*6_5VD64_R?/9N\$72WU9K(TWFI65L>^>6J ME,J>K;1ME6G><=#!Q
M_K*.XK?DRF+Q>/:Y9+*5#O#X\$S|.9XNK/|YRR|FE+TI*D:>C%G*."0_|X-%B MJ.),|'6?
A3<04HCB'M>8.SJ+-E#2PV;=VH#E>^J4Y%\$1WG M|A:ECN2N^M|>\$ _D?|EAH7\$1-
9|VY|.HHC%4X>_FY?"YYB5%EZ.6\$8+4N%490QG1+(#1 MI|V&?\$%TKGU^?
5OKU:Q%4098P.K./5U|0H#-VZ2|@J 5<^D8)\$)|BF4|E MT\$EA&DCD*5#JD_&|
(ZAVKS+N54HC@*JDA-'M*G?NL|\$DU(0%S0X:U RV4HP M0M
2DME@G>&D|YC<'4N.FR38"(QJB+^!R. ZS'KUX_JWOT|2 HGZ^F-|C|5V M3S6-
PENKP>0R=SXR#QY%|RESQ5TD6>1.!6Z'W)P|2MFX9V0C06I|;.\$S\$LY MKC?9??XN-
W(.27-3&F)P|'W7|0!&\$@?;6M*@CBA<2B =B&PD*'Y99XN5BAIB(#@45
;U:W#;.*&NLR\$K)VMV;G)IW.!UY/R M4-
VTA+6KL.IHJ3&MUG'7^E|_2HN3KZB#ZZ:K7FJ?;|/O.3/9%|J"#0;:&@PT;QXL%9PD:DI2=)
MEFM?T/1,4FXZM>5-B'3/:Y'7Q5SFI M|77M\$+U_ |S?#K-|5?;A&KIZ\$^MLL;
J:A=N7N.=%2-4\$(7P0#CA(*0F8,+0'EQ@?/67J1WX@5|8NY)TIP9U-P ^?WK7>"-
?.OIVZY7#|_2,6=|J\$T6"KY:3HK M<%+C'|/OG.14APLDM|FIA'9,I\A2A*=W.
MT,,7GC)TP*,&3EGT@0BBHWC2-VT^A;4-).R1SKJ/6AI#V+T,2D=TP',F 8DR
MELL|'E|)\$G\$P(0BFG8>Q=UR.FOS&.NEF-%!|DA6I8BN\$"S+Z!I6=HP';|9-
M.|%+#UI1H;L.8FXUM;5!<%52R.C VI5G&8S"#1 L&\$YXF1:3::X-0JJ&*AJ(-
|8|X^CL;)'W"K% ^_PXFU\$B*8,FK\$1EF8,-(8\$* MFE JI/>Q=OWT4S0U|EK8

A8'46,#L'P_"/S=#T?X<-|,S1E'6;AD9]ME@1,M=G0?I6N]CFBOZD-
|RHx;FI'LH^0|S,X50|F|57)|?9HUK|" \$4|4!4\$B|02>51@:,\$L&<-L;2?>|/:B| |A'Y
MS,"J(L&#L\$Z?L5-7H865F@C.;A48NMU1X>,TD# 'DSB?M=;,\$-?GZ|*)=*[Q
MW]E&P,5/LRU>NVFXF&XZW;E)13*VWF*FJ(PJ\$LA*7@,PF@E8X\X4\$4 M|<-
N:KR|S.|HAP(U\$ \$V3074M+2#;N5:=-D|?4>||N|W-|5U4W&|&F@5G*F
M'5#O,VS0>7@K?(M+2;SB.|F M8M7:AOETL0A?W3(M3P-+(M(<
+W?|0"R7.894RBQ#XW1Z3!<|>?*?P,=VJM M;YS#(-SG3,G;HK|,^NX,6@M4BK)/<)>@
">YA9"=%3Z4MOZ#>)>Y6XN%G"&'<: MWB| |0V7_K6(W6V6V>>GY4NDFJ:
(0CD)8I#6JSN>+U>3?Z| |WG\$MF/2\$%;|7ECX@#KQ#&Z4MYXD&0U1R MS|_1|M#X,
|SPM|O_#@? \$S^7:75W2OY^%Z44L>1-OW6*&?V5)3T-6UB;C@7N. M4J%XE)LD&:AHK
D).VT&*_(8E+|-QIV,UM|D:AM5/L|FN2GI_7/>K_)A6>!P3
MH6(F8*DB(!/*X!A1(!,EPA(MC1JLGU-|=CIM*_V?;342@'Z:073|0E-FD:S4
M>%*C%RN85V"RYT!D0D|7F\$1<|>\$#H|Q|F_ LFN>\$2L^|H|>S^>)R/K: ^_NMD9 M"N-
^1L^ID#H:;27PS#.(S#PR73J9,,FL5\$30,%@WRD.)_AGNM)_UV;22_ELZ
M'18,W^7R9#693G|_TWB?S>O4IC*6K^0ZO2U|+)>83U,V'R7)URKBV.9@(<Q-#2 M10I-
T+IA%4HARDRB|G3875"+DY_A_GJ(K3\$*4EK:+WMIX\$Z\$|H1\$@E?%P|0S
MW%M4DM(\$O"8:;+|N)*#<'F:HW:AJ>|Y_A=KKR/FH#02|O=NE|?|1ZWZC=2PS<M-
JHC;|_1-2IX&Y((%%(J(|H1O7?'#!!GM8W6&R8&,T.-#C\$M_ TFJ36%K|/|
MOR|29;|!"XYT))EPROHR?UJ "RQCV(5.'Q'\$M+8&U4|-DD4W(\$EF*/"MTSD3&B"(2(-
(1EDDF)#Y'UM3+GD2S%T)Z3:+9 M1UTM8?&:Z0\$|6|D|(<B22""\$6"2ER
%L9%Q%ZFD0R'OP'D.C4RBV0L\$>|QS MV\$ "XAK M7|71CL:5YEE\$
1,4>9=">@801E\$|N,2J42ZQ^!_SSCRG?"U!#CBG?1|NCYS4^ MWDS0)L*)=L7#*8-
8&,,?>|A*QM|QO."A:TG|9?8XW\$|>_1UW\$?532&JGOM M OGUK'3I|!+O*!&J7!
(S=&P\$NM4*_YB5H ?|J JV^CDWBJ|HFCMV6_8G&F1^ M..2&4E.S^/MT1CU,=A?
5G7H(UB5N MD^>:=VW' |H|@ZK4'C\$#W.!Q%J |9EDS)V|.W;8N| "U_O"NIJS'JV024:(QJ"P
M5;|@J/2EHT @R3JCV#!=9Y^B;-SKC|K@&E E#0#M-|?X,ZV>Y"HP=IM(\$"(M+@-
=8@;O!;,:@OG>#2Y>O)4-|K&|; &=H *AD1;O%ZO1SJ<18'_T6XU?K MA
"J2K<@>@V&N":S4E0>>A0TJ^4|H|O&KMS"\$?|K!SYT%FTH'M|!|UP9+2#H MZH(DT!
=|Y" M-0A|CC&P%|PD'O\$Q9,^%ZS0-O N&QG25>BAK6|T'2&YDA?V
MF4W.+|ZOKB6TMZY0:BF)(#278&*40(W73%GJA.Z4+O:\$RN|L.K+2#U'9O(|
MQE;| ^_L6X=\$\$KIGPP*B2(!S/8!7*(JNA:-">=,I/^\$IQ=|>=|S?M9KB#Y;?
MR(K_|S0Y^|H*|>A|6K@;.,2B6F37H.6F/8C ^@"72=-:FHA&6|/13L(|N
M/HYO60L(>790GARDYBXSAPLU^3KX|!X3J2D!HB-R\$>,%OF("GB2S"D2&*W>
MJ707+4TUI1K?QZRJND8A>!GE*4F2MA8C_! HBDZLLS.'#!D2-J\$KA4^D'H MD,&X+
(&%*(.*1'G6*.8-<<3!<9Q R>+ #&4B!&B6 -&@I1.Z#>34TC99%-H.;>,W05%1X,QNH
MX>=5DF"V.'FH&'5|J)TRHS7#8Q 4*T_J&G|G,V'@I#>1YQ3Q\$.N8\$--US9^R MA+(?
=4VL0K;_3:;+18_4-1KWMWL1@|S7 H*|JC<|ZKC>P)V/#N'Z.=H@>>4B
MU5Z#LASAG\$00;D0S|9)X;DRMOK52>MMD#;^ \$Z.6)V(-6&Y*|J5'S|HG"X%&
MR31328>!QZL>3GPC/D!>O WADNZOW 9|SUM-36X=%IM^Q.NLX\$RSP0|,,!S5
MQ<|GX,J+%Y,T.F:8L,- GZ8I\$80^+Q V=VLJ+?66@+AS;8N'M'1^7H|T.6- M#*-"
<5H&O'N=2K:\$?2KR|NY|)#)I%MEV4?0Q|D|NAJ!8PT@|_)9+:TT@+1/M90-5JN8F/GN
R|L+.B.LXI%;H%\$A:|PJ<(%3B|)JZ9,DV=;NPK\$>8W@KAHV MYL^CJ-8P>.6O?T|?D,D4-
T+;S1|*+05B+7"772DQ9%|NU|H:4@6,BM: ^PC>
MD|1QL3@85;:/H|<&8/EVN9J|>/E7D/VCCYZZ:0Y='|WYU;-
OC,YISA10;RR((#E8K2PXELJPMZRU MJEVZMXN6<0_5OCI^%#("GST
N%7'S^|NYA%W\$GO7%@/+.LTKIY:P9GTX)1 MX^IH!J=%@\$!,LMP%ZN-6E\F=;R&
|UF@)#H?J;UY=F*-#XLOB8K)J/ MAU6ZJG5/R5FC/0\$E,280NX=Z MEUS,24.P6J+-
RD@|)0Z,(0281CE=@_5VWU5/UB%RT"J/UAX#405'^:S,_S: M>1'-
=:4%|=HQ01GXF\$CQFA5XFS6P8&+TADL?T|J?
8B.E|_S|G_>3WW5+EKYK|S3P%-49=BJPG_K,0@|2|7P?(V^NEFZ1T5;8#E\$M|MPZ2?H
M!J!RDF:3^>+V(2P#DRXQ"IP"!D(X#,Q%Q#/994VB")1NQRV|D7*/B'&CW &
MTD_,#>"DQHG^X3KSE5G'M;.,9%,H4?48,|'QP"|"W8".GAI+!AJ758.#E-S2J
MF)/T|(AH8#L4\$_'ETD3 MV3U"&LD5>7Y@/|. #_-|=-2 U#|?
>,:RP/SOS=|=|MOEQ=N%M+;O|^EV1*Y<4&: MY"-D7|YY%G!=\$|5'!>IRBE_|B6@=|%?
76-KO7O_?0VFT MZ3*B-V|?23D)7U.|F%Z6RQS|Z>1L_?%>P|\$|?;A>8=#^?%2J
%I7&%WG&EW7 M8C"1:=">@K0)'4D;.+FY)2|C(EDF*8@?<(E?
G/B5U|=S&2W8T*!|,QU4CCk5CH@?(&AA(">>G_<.TOZN9.Q?7MHTM*2A(YTIW*&X96
M8,NYGJRD.0HGM1_V|N_9J:W8I_./|M'RLWAY;-CF=,NY) B!\$-+VQ&EP!N4

MC0C).D^#.I4CQA>3?I:7CKOFG^TC\-%?EW>F3)F@7"(I0S:1(1=1HJGU&0QN
M(TI3\$EGD)UV6%YE_MI?^NN6?I2/I2'Q2+I4B#R8DN>-\$64&D)K@?@D)HD+A
M\$.*\$=EVS3EY<_MGAL*@DT-&!<2^%*?@?7"810"BMR@.:3Z.8P.8&1M+.V*I
M3Q+2"@_.QP\$0837A.KOI%"AVVUI9@ \$BD0F\$Q4C=D/4PUZPH6C.68M?CX87D
MG_53_<'":T+U=U*H M62.6LAI%*#28T\$ZP@'PCTG+%N60IQ#I2\@_ZR?Z@I6
M7@-1Q8/9+U)\$S\$Z4E4-KIH! R\F X19:\$<%&BL&3MLOF#||^>R4_H'X'VEG2# M:+GE;
*Q1(= R-40LQG9KC7GO#:77M>3";97AKNEDFVCIA;_WJ M!"SP?
20*7D0VIN/&4\$E2I0?'^U2T!99#=#/MT)MD^@FX *O=3
MG#25FI6AV8):_4E#QZ/9+!4VF2T\$6F|#.+_D4RR/D#D)^8&<' +W;/YP\Y:I
M\$_'\$)+2N/)7SF8)%0"&6C9*\$4R(M5N?I B"EI?"VJNWX8?)N#C;O7\$B;?ARG
MN(=\$Z2V#NZ?4"ZG2!JZ,Y^'&.N&|<)+4=GAWT=+2G>F!BGX4/_=*O3GT7'5V
MN>0E2.:T@YXE 0\$8PD\IQ:B<@F9HARCRT\$1=)>>ED*G(5#40_K-(>GWV<4R MQ5?
SQ6+^%|+TVGUS8;+Z<SXR")U:4DJEI(PCA'-V|@1*A'
MR&OIF!L"9_5TTP#L/J15^=A5B'!L2HY0?%F&PF-OAZU#HH!!I&Y!F!20>\$9
MXJGG7,5.PSGW"H*FEN^(Z *NJA090I52.JLQ)>-PC*B<453885,A24R<I
MIAQJK:Q>IE\$AM_B9KJ#K(*JB!AK TSXYI30Y*3#&@I:EUSM;:87Q1?8.)
I04BKI_>|F.S3HQ?^<+U?+4Y5P:VGK045B MT>WD"GR6#C1-D8FD5=I.#|WY/CL->>-?
8/1\$TIT'WK\$5.'TZO'!G+(DF P4 M9>ZI++?+!%RYA-
2>9Q\$IH9QU;6C3GYKQKT8:P^=>ZFG 0;S-126GF\CI5BAU
MRJVV* L<(30F,O@T&44XD#J&\$4IS*Q'+M^|@N=(U_7UO)?(,IHWE7!*,;+!K MWU-?
A^>A^JZ=8_3.:SSYJ02D7D\T60H650E 5_) &A?!*H_!RF&B,N>IY3+
M.YIMDA*4IRK678\NY=I'RLWAY'8>JE3*6QE! M1OPA\J\$AL= 41R1K)M9\!+H.5
MM05#005N,E&2<1'8SUK*M8_^.I9R|2',T2'Q2.613U&EB"R1ZJ M?PFE7+U4?
I#PFE#I G6HDGID,,BB\$*T%I ZIC!CS;,>.#,6U=&>|LJ5A22KEZ MJ?Y@X3405?
SA%I,27)7KWDWI"9?<2;:ING7&Q+@2FMUEAG!:\$M+XVN7Y6S3
MT))_T#_RI'7AQA!RU7E?9Z)S%B SY/+,\$,"@:U_EWJ6@ M'7 &.|ER|2RAJ-
_V,"EBD5V|VYW'^F/IZYWSQYRV.!&&9E/\$;R1_4 MB<\$@R21&
(#DC\$N-.H97MZ"!T66_<|Z42. 82;P.VY.W%8A|GTZE;7-*P-8R
M1#QX+467RC(\$O*,.&\$_.7RCF3I565K-&JY7M22\!-P"0D]4_-62G3 K MN007B3)%/B?
S?,56EL1(QEAYDRYM-"S#P|F)0?A#-&P)7A M-
(0Z&D#9@X7Y/&NGM\$6FON?;WT"EVA%2;TDWB);K M'C'&VLP\$1!++G
_CP2F:@2JHDD@NU6I/^V*.7.REX6Y-+081=PN@N=H(1*O MT4M#YR&*\$CP^:=-
>#0.!O!G&.RJM/_?2K: LLANGVZR<4^@FX *O>|+V3G MI_|,0@IE9J'5!!R5_1F(46)X&
M77?W,II<I %*/S&B)/E8G7ZV3\XOR2<(8!%'66)%_E8EN#
(S.#K+D\$C>!'""IWFLGYA,KO+#JRT@I1 MV;R&_96O/OI%N'*:26C,I)HJ5(EX,OS8(941A-
>VIXJ+'7IRPZSI%?3?*\$ MRV_TF_3;A3F?TF(RCYMF|4&'(*@%9EW)
<'04/,L)7+21\HPV477-TWAXA9:> MI_|VZO)L\$<7/J)B4QO)9BU-+Z3CCU5\$#\$
<+IM7T_^|UTR3K':M>W/4Q)*Q#JJ^EY=;\$W_)K^;:O?ES_ |M=)6B!17W|2_3
M=+W7C%:&^!3!25%2#P*:IE1F<'MI,D80RFU7O?4&4S?*H%+OY13;@!MM(2Q
MRWG)15;+^_Q=IDFKI7*1H\$MH+3J:)'EP5AG@RC >K4PRVZ&@UH7<FJD
7#M:@,IHC,TYE+(FM G*-VR+9\$;/#-E?,K*(9MG?EA MKU\$)YJ4V;'
MI4'BV"Y_!5@|TGNKMHY:@."M3*_K4OS-HJ^|ANRG03C"-2?@?>FR.D0,F##.
MR91D(ZEW<7N:<=5DNZ?H:ZD.LA+XAM). |B|*ZI7;CE9GB M+AI/:B? ,M+
(,M@I#/HI*|LLU+1AF&'706?+//L8QKJ(:V>;IH WD/NP(:%*Y>
MS|_)ZOU"+!4WEQ#T>=9.HW4,2D%!1+0+1"&\$K36+(- (UGBEJ/25"\P)K:E
M|H0AW+CZ>FONE+TUAL/9#KN;30Q.%XE9#P >/HX@1,TO*4!:ZI ME 88#QR9\$.7I3I;?
>1)LY-HI4=V./4!(MYM;A(P54_@S<I). E?4IR8IGF^M?4_=>TK6HU^M/|BK.P?#CE-
@92RR0B|9UHR4C.>6%IPP-JJBP8(J5V??#S MC5.PN%\$T%P0(3^6)32;P C>41??0)2H-
!AJ#>DOMCE/81^|=QBGL(^HF3J5I M3>"5XDJG),&9C!Q0CQ;28>Q0RK^452QX-
>SLC3;!*>REV*?'*>PCY>9P/KW9. %!1 M2&YY>1@O/=0|
(>|L<."M3TR5B:E4/.FLO,AQ"G0IK|LXA7V\$.3HD'NG^KWV0 MZ(I3P\$.9@,A.@-%!
X_91Q=|SNJG':=P."PJ"71T8-R; "& 1O^B54PFM"|74N,C M;
(K4:BU,UVD|+V2<0C_5'RR)E1_=R(Y<0J(H:MS|,,"!+0@-+1!EO%!>6
M|J'Z%S!H9_J#Q9> U"%@XT.RX!#G1Q* ET7\$"RK(A@ "E&6#!QHA.C73-/19 MQRKTB4!
I2H!M%QN'^8M96CRRN1;Q'S2'APE"JT?B2I);YFK/8+CQ30-W40# MW9J&
|B/N%D!SOY>E-"ECQ,3 QE)PD(D'2W. I(67@6'X%*L;F)?1-'0OW3|= M-'0?03<E?
O=+\$G.D4AA09?I5,+B2>JH,* HB8PQ8IBN_3KW,IJ&|@%*/S\$W M@)-
=CY4V4_P_%@'C|)+YX-#8EL\$1U#C>4R<#ISL^6&O|_!_!DW M)NKK)FW?

WJ+LV4J7)TFD86A5\$ "B%O>1U!19, SP7,Z<.!R1N_DB5YF^:&YS"&("RK5.9\$!#"RY%M9:16W7\$A7 MNWJY(VDM15!U8#6\$3L: @3F?+U:3?Z!5GTKM@9)GA["0%\$9(I?2D(2 P'DA".TE0[D^!)HEJZ_JUCE.KJ871S5!@X MFL6W_HX/H>EK1.W/MJMDAN.OEWBK!@ /)AOEP>S[9:,1VM5HN)OUBE^&7^M.OH!ZT%+ZT#CE&B:! $\leq$ =)0@O'250!%YBL!&B(D)%Z5('>W7(2V=#5=P^"-MK!7J!@6PW0)ZELY+2_F4@0[EE]*7R*3MGRY@OB2RY#" [2B)&T<8247'I9NUW;M8_2T67U5SSSV'DX#1^Y66'/*3"8"*XQA(C\$@.\$YX!X EH-BVA 7JHJZW"*AMS7*JB/C7C(^'+SE9N.TE0&'4ZA!7J9/KLB*C2N3CET.C-S*+AH9?7V"D,TME7GV;JH>8>2.FK 2CT4)5^R=ZNVYS)4SD&2I'5#9Y24H1*EPD,)C)>)E2EY M/-)#J=>I/>AKL!2JHAU&%>TT@+PIRA0S8R9022!8\$TH?6!2A20149-II:|BKMWfZR<@T|U=C|8'=0*HND3KJ!%?0O|W_|MO;CU|.CCZ^>7W|3E5BJHQ%3:72 MG!H.M8_=ZG0ZKOP9.WFT.O\QW.I@906AX)%YJ8(P2\$*S,"/710*9.)KDDBD++&.13C/IQVW,*AGH/*:24N/?*5'^^MV)_*MD!:%S4I('J"AMX^9BZ'RF^6:B_|#SZG+I/I_Q1-KD2YUL|L\$ _S-%'MNTR;\$L;Q3)\$Y|K4"H=\$3-R5W*KF28'*J_6AQ&Z;@Y*".?X0,HLP'(MOI|H3|NUVXX._#W"4H^;+|6UHG<J0;P89)=%H!Q%Q&J;MYKTCVOP>B#K7H7#6\$IMX'2^8><6MEYO95(98PA,!5MHM"2|DN*%:.)JEMJ53*.E|(F3F'&A-AX^=@*UC|):0-T-M^:6P^CA_6>!1A?L8-7I5LI1E%A'J\$6)TP@TM!9AD2P@H36(V9R&KP^D)JEK!M82_U;X.JKBX:0-?|3|=7#54<=<=:S, \$(4TKU+3A6FBPHP1SEDG!1/>J:O&1ML5)9JH^ _T\$B'A\$;R!7JH.0KBNYS^G:Q"%_=,GU:S,|6|GQSSRF5Y 3C=NLH M-9H%W:B>)R|P""?|I:B"/4S#NQFCM"YJ M5CNG:Q_Z&HS<#L3%(^%:526U!65ASW(8%UN/#; M'K^0REE19K!7Q.(4V^IWA|9X=XKJ-) MAD+DJC@>R2-ST6%TJSS5R'E@M9.(|B*PE8-V2+A55M/86%AZ7|81.FI45D'RQODSI\$E1BA8PDAYP5@/0>%:=[KP?"HV|\$,;N'7W ^!L*%6\MC.?IF|DM;R;+3;UV<7;?NL5L,CM;5GFT|KC&\$_9AW WS .W,HX;DB60(%FY M4^5@=6*YZ(PEAAK9>WRS+H/W/>2.EY=;S! "9G'!J;+E,J^4F3*(A6L3 M!;W*|;&)"3EE&*S0\$VTVNGJ!5E=:6OJ87H?1#R985-#&2VX9*6\$K+"UD55A M;CY;UW64RT#-;&D:(4"M9Z?F\$, H;H G'Z3RS'I>_>7O,8+&A=,P&-AVOJHI MI %T;?%P>.:H,|W-%O(.FH05%OP7%H(S(G,'#/H-0YBF;<(&?DBHIZBY|6E MW@!T/A=/89;BE>=PE23NHR=\$<#)NC(C%2/>R"P&'YD8|7UFU7,1J:DA9.M MEXKGU>7= &HZF.B;V(6760\Q:"!6E40U+< XS4\$IJM&"NU2_R=H^|)(U|G?4L MAJU@ZFH1BM F!O)36_O&U3?A3"Q?G%M%0>O\$EY\$B:K4TND%B)%H*)T M|R(Q@K>|T/(:OD)!^U9|8^355CF.L/A2>.V)YZ.1AIW)B,H_H?RY6E2W= M^UF8GZ?C;^L+X|G944907W8#.YK%+^|O4Q(HITYJ|F*\$"\$738 TEP(7E*3\$I MM!O.WCU)7F-|G4\$#J6I@Z'X/2W\O&(+HP<:9W|>:IMYJKRG-#@#006R83RV-#KY|@GLS^3Z):1:O7U_*\$RT;:**<M2<"#0\$:"D^!*:F67I+\$DC2Q=J? 3H2-V|KY.8 :6MHHS7S/=|09_B!^|J R"W|B<^5|W+;YRS=EMR&I;A8_N1_E'K5*WD?'-0;(^SB\$NV'R/H0(MEC*20/LR09/K,A/8&XC"2,ZSS|;43DBMF_=QY20L+V6WN6:/F>O@383DE06A MLL?MX7#C>:N4"C0'6CNI^T%"6GCW.DC7|R*"WF)NX)2|9F)3NV69U=Q+;+ET MV|3XRWJV9%3,I"-)-6;|PA8.1H>/T5N@LB>TNW)6APJ M\$@(FE83QP(13C O;KP.02_/Z,O-FVB|MV|TG<8|U&@'*(>N?/ M(NMV4?3_N=F%6_Q@CF3EYQYXDQFTF"HJ-"?E|\$(, &C0R*|SPE"3D V8_N+G79%R??4FG8>N=I2.%A'I7(\$#%8P;V" 8H+R0\$-M7B7"HLO"= /2<#B1AY"255'U?+IHP&RM&=PT'GASL9C,SCYMLK|6N^>*)<|H MY1H|7KT'N,Y4UWILNWRV MO<+|J5-B,IE=-XA)1E.*O!!Y^!FZ2"H@J56;VH;PS<0G#72M31\$ \$EM,N&"I#4.:U54M'4=JGV(G#Y"0</_FZ,O;-^>?SSZ^/K|T8=?W_ RZP?|_R|AX9W^G3-MP>|T|U(I0+N7_WN#OV |3<% CL%BG!|+UV;BP""51?8&83AXH7J3HZ.4*8T.M0X1H9)FU\$#(8ESW(+*.5;EW+500*J*<9'54';X-.D=I'OPV\$!|LGT_"\$9)=N MVB:62:XZ88BC,MH|FUF1KW2N>C_5_P>F2.V%CIY3I/915@NH>WK&3;*<2*L9M,!%YN>:Q8#P3X!7E(LG(;?VGI1<|16HO|>|_16H?732 KIL11PIYUT%R2!CKMH!>L#3CB;?FC|=PYQWGM:0LO9XK47EK=.45J'Q\$W@(TG^A/Y%6DQ("GS)2A MX@(|1\$T-RJP|/-5^3D.O0|MY!|*V??(=IK;17|7O.;'7<;9;N9M;69CDED MTHFG3\$,X"E&W)F24E<;B0Q;|M?.Y^M."S9XM!VHW_FPPF| B.V>W_WKY.SK MM-PEWRG 59(\$K32'H"DZ!4\$Q|-88(+K, #.>\$Y;5|;-|=MIS|U#^5^V;YS/:G:@P8#,Q(0,>H*U\$*M3@L#E\$?%F21EV:C1!(4K=#12JM4'MRR/DUF8_WJGA.NE778)J\$E\$E%Y%BJRC0^!XQYD4U2,A(Q-\$3WH+>Q7G?/B=JA MM-K ^?_PK85(,7NJ# 'CA&0B9'A.)0^;1EF,C4EY|XL#AMT?

F9\|X"N<6Z*1KL\|ZN9 M\|J+O6\60\|/TN>?.FL@@.5.>/).#EW*
E"BCVN68JJ/L.7K&N?!Y+G15TT03
M5XW\|%26Q8(@3\$8,IK0((RBTX&R.8;BW3)J/D:@<;\|O&JM_=UYX+S6J_
U10E;\|9F9D.%;15P.G\|OUV M\|46^9Q6%X09J77.1TL\$.)T2B-+1P(>D\|8\|:8Q\|T()P9?F3
#3WC7+2.YL|=
MJHG&477+33TU.1%*T7\33M;1M<00BVC@"5E,3"0\|H^>_C\|XUR/M("U0_73
M(NRN(_S/177+;\|DYGK)(*H/C OFBWH.AH?0^<"8X8JWW@U\|G\|Z"ME1S5;JF# M@RJG
=!\|M1G1\|3*M3::WE+EO K<=*\|D8"\|U4"0H.G.7M::@3KHNI\|Z\|583L_KH
M=EY#T.UE%*^.>EQ+YOTL3"^*W_C?;H(.YO+4BN'H'NF\|E.+MYI550\$_0ZNA;82\|2GF^2%
K&V@//G(% MSIA\$LTW>;=P'\|O.ZNVFAKU/-@Z7 \$-'&Z=4F?6;)XZX\|V4'GV#Q\$IJK+%@
MJ7)\|F+I-EDOKB<)(\|HENZ2G&6ELNU MC \|ZOKFKV3
KB2S12P+..@@"\|K(&7Y8\|9BA\|XT-D.?HFQ#\|&M)CH-"=7\|%-HB M>C_-
%ZL\|GT\|F7S#;+IR=2H-FWW '4J\|29^P\$>(/;4V9.O\$D&H^S:Y=E/4\|5J M6M.0..RGF@;
=BMJ \|28A)N'8.DL91PC=Q5X0CZ\|)>- D^B5AHWD5.U;SOV MT3*N.SC@#4<5X3?=I_?
D\|UTSN-'@A.6@\$D8\|^' "I\|HMB1^B8_QB\|-\|: M?ZB"OY>X6SBJMGC_VS=?D6Q%+A
N1@MRW E8\|X*-"J\|13D6VFM>(/C:0T M\|9P#=/P\$; X1>)NXN>S!
(G64VI^FGX""#W\|@!\|TV7K'91H5;>CI&1?*SE)@O>1 C"\$88LB0?.U6S0\|2TAQP M#E'RX\|
Y0.(-P.9-\|JOWZ%(N+DK N-Y.24>?"0^@10D.";=@E8VEWB4;'5Q0
MVX\|UO3%SGXKQ'XRKGE(IQ=P<4\$K#L,LMQ"*G6HL(E)?A>S\$Z,+BM\$/48')4 MYH-
6'R._@Y:1\|R#VU/&CD#E0X*.XGU97\$R6J\|>X\|&3USH7)=-T@;&T\|O.E\$
M\|>5*\$1+'4\$72RDX1#RPT5J&&&W7(;Z\|5VD)\$H?J<#Z 0!NP*!\|FLSAVGD1
MTK401Z+..SOL \|JXA)<4++(%*!\|S&K\$.YV=H.RT-TC'^;5_7XZ2WJ\|N%RN9.4
M%H)DCK1G\|4#8I\|/%W3D\$4RDG'6\|!#5TY,>IF1<2\|?PT\|Y@!\|QMP".R2P=YXVU
MO.I&&KWG*CN0Y;(-3Q('CD159A_\$2'W.)M?.SKU/15M@.42WVW#I)^@&H+)E
M=&\|>3SS+*FH\|3'.RR >U:'A)Z1M\|/%0L&AE9\|4>F';2,F_Q\|W=82)O #J=
MAI2C9Y=C\$@%8,J+&,V" M8.9Z7YE\|Z&QJ;J<.Y
93S_@/Y^MO+U/XK\|/Y\|W^D\$"^GQ"X6);ODS609IO/E MQ6*+X(<>R>)\|@/\|8'-_*\|095\|
/\|^YVOY043W?!\|G'94X_IU 2;'X6KN0_"#'\|QSES-E7/U=|\|FQC'@Z;.%A:HNS6@|\|3?
MX#_7MQ?!\|\$';>Z\|IZU&YSSL)863UO)_%XH-1N-\|M/+@!\|T?;.#MD\|N\|F@)%U\|W\$^YCF-
91R\|TNC:>-16<^?8+RA M+E>3\|4L-S.PZFBRT*CE%?UT>H^8AM9P\|<:
(54T\|N_.DJ)4A\|= M/BF@=@\|C_/5\|I/U29TJ;=%."XS2>Z?28?
FDV\$;6\|#0\|Z'R6KCA%HLDV_32 MZ8Y/CM+LMX\|6'Q=-6WH\|D/C\|^;=28X@. M^/4#;QW?
/\|: 5.X&BJ8NJ7D)M)P*KZ>(\|ME.^FWJ;NMI&;6GQ,IQ\|/9G.RFQ MJ;NNIV74T*Q
/\|TQ+OR<_G4Q65S;E3I&>8\|E.BFYJ:NO_678:A;0I^|\|90#=-M_7*5\|)\|B*V0^?/\|)?
BC9\|EBM'5>AH?530SAOT>^Q\|J%TS_7Y_HCHSVX\|J&% MVSMMRF_NQ'X3^3N&B-
'\|YC6;B;+\|XT3MUY.\$OCJ>F;7G\|.S(-\|D7R=+I-WB15
M2B+9_>'Q\|J\|>5<5\|/F;K+I:5Y\|3S=?&3.GY&E9SQ\|A?/PD'R3I8Q5U;'J K MM.R1?
96R0PC_R55\|SI/F/_F)_\|E/W\$|W?|\|F;C\|;\|X^Z71DNC>FOW\|CL MV
J83J_)JK,UMC\|WWK'^H+CG77@?6REG9ZO77V=GGV;+V1\|.-^_)Q?GYMYJ MN9H\|67T\|
&WJ9_ ^KBH\|&/ MCNG9=53B8\|(8_ BIK:>#=#33,1GM*^O-NHFA\$2Y\|6B^J*VO\|F>/OI
%WM\$.C8 MMW3_60TX^FL1EX7\$"\|JZZ'NC>8;=S-XC(FA%.0.\|(-NL\|X\|WB-J>DB;+|\|8'
MNZA\|TE.++J \|EX.XOO%DCM<;YF MXI?%K!\|^ ^OLB_G-1WM+C\|.QH%G^??5^N8@4
'+QH&UM_/_W.ZPE\|9*R4\|.K\| M\|)+^;4JW^4%GXY^+&N?
YX;NV830.1DMO<8\|.ES^0P;WJP?QCGS@CZ\|A7P\$F M^Z\|VFE-8\|QX'BI<= *W*T\|Z7;!\|SG-
8*OV;B,CH,7':W,L\|H-.4C88ZS^+RS0)_4PLYE4@8K;"T#H\|J*F)D5+WY'N/R>'&\|
M^KIXBQ0NA7CV34W'U?EW_ ^U_)RGH;#U934M L+(K1JD;JP_6G%K'3Q55;'(
M8/HMN9(7U_L\|_9W1CMT'GO(?(#1L2\|Z+ZFMDRM\|_VOC95OT2\|JLK>SD\|?PD M35-
8I7B)H=X5)P\|<;SW_ \|T\|A^YK'>:AU?5I&H^_%^9?YRDUKE.\|M?
VNT+BD'\|HD'93&^AH\|("ZL)-IS\|^ MN4FLI*B'/CE:/Y3#\|J?6(9;.\|J2\|/DCA.FJL9\|TW?7.T-
B<'*NX)V8SM=EXE
M\|H\|H/ZMF&W=^=+P.)8=ZF4^(\|R'MK2F\|92%J*O&A;X_77J2"+A\|15@NFI)K4
MZ@9UY??.PS2QZX^):C1\|WPN)JL??\|C\|Q4:4&-Z.Y,0 MH)V\|DB%I\|(\|VJ;.\|VG)\$=
(/^^ELF7;7W96G>WTUPX\|D02>MUKLK:>3UK6_#
M2VI*@\|N>Y&&O:O:T29F\|XT4)F.HVHWK)22F0\|>VEY*40EF>9""*NG\|@|\|."XW^6%K5YK\|
NM36PO\$;D\$L*ST MH'\|+\|<\|=/EI;WDHA2 LM&?"
4.M0>PTL/2C&8UN\|IE'D'R\|&W7O624IB\$8)EJ+FXKQV77 ML5E21)+7:1B@.E4WO)>(E
(\|@_I2A\|TLQ5_UBZ:>+RY?CZ*#2SRYT+V4IQ4*\|M"UD0AIN*Y5\$>
(P.J/#9A>9P(H144K%!\|8>.55Y28G MR_S07;C*\$A\|M*).)_9:@\|TMD\|1Q)1KR#B@#\|J\$1\$-

JWV8\3\[*]R?7XPY0Q@3 M4KKS00ZK?W8LFB&E.TULW(JEKU5D)86-6'4-
V)0527TR/! '%CC^HF10+I86 MT^WQ?
^9LJWY7#^8X(A'/4R94LG&69XP+8,U'Z2+*IK9/AOSO*4-@XEUGZS3?
M)LFBK)RTASJOZ33E0V:/N1W4*3"JNGE/J@E,A/IODW75?,1K*A/YZE=9+";/
MBU&FA;LIE,T%8WIX4X MI^DVW@B*WU0Y0 MSEB9W#"NKGK> \$BCP<2IU..?
1F8ZD,5JKNSM_>^RGDKUPX=1F-ES0./=T.\$M
MG1\Y5,MPOHF"5RPN)8NY6)WZ9*"U.)9F0 IR?(5%A3,P
:TL87HG(?IU@FL4_!%W#9U36^?45K]*FE*FRT1FO= 41H\$
M(*ORN\$F3CQ=/GS\JKR;..UV427I=KPD2K[^RGDX,2_%.U8VAF@46K/>PGFYL8
M\$@:P/I>ZBY:5\$\$:P 8=6O3G\$\$J((&0,ES(3):PM/(%\$JH0<;@JHA-"RA\$"" MF5'1TL)!="I"
<:/L/!IEOP0 M81L1+R\$|Q!H: ^""AU?7;FDM(J5J->GA(4KI MV2 AU&SSWC\$
B0Y0>&GA(>*T&2 ARTEFMQVHU>6\$|#:YFU(*+EPP>(IB5FWC M'3S/4QY5
YC+!/HQ'=QH9H1TL'D8X.G@TZ8Z(?;0, >MT@ !X !M/ /SUEU\F3X3E,F)_Z,+IP4Y/U54=
M>_KJ&\$|CC|6K|3VA^W\.)ZY -TS/%A%CSG'W^7G_ Q=WK)/X:V_OK;AW3C MF1GZ?
_UB:+56HRZ\$T,Y:M;,+O7YYV3S76|7+1DNOCS7%?_TR,:S3L< !?
+JH3|W/+X;NC3_5JM7_(6N^ ^T?(JORX&T.W"S_E, ^8 M>Y(G?
GJGW#2>K\$|TH5_DK<'/FFW:SJ= ?J_2_S_C+Z8A/#//UT_IY-;"97?B MA?7M";?
^3JGEEGOJ"L<8R0M=X|_B4PV'1QJ?Y'C/X#FF88E@_+5:'0;=_6>W M\^VQ=W_'OG?I
_AOEWKWOP>_ON>I7)_+(OGFWS&863#FR;X;'VDR,\$4EJ9 M7=T|L(=VOW?
5'H0|P'60&@S7PPD_P1|@K)Y.;W76"1F!R4S6_<\$ _\$7SX0R|@V=:0,PV*NKXV9 MOJ=
<@^_EYF=Z=|JQ"61A5XAK;6!C8!C/AG:@FS)0@|_ "AE0V(+.N+-BG/:?6 M.:Q-
^/WC|VZ_BRP8(1,<*_*3*7" 7#9R| GSX*7\$UO&_BLF/X3#V;'EQ&@^4
MO|3I3WX3;#Y1PK?*H,*NN/6#/3JP-J"WJE/YCD##3=9V75LSDN""Y3%!,G'@ M9WE*
Q4L/WOP90.A^0Z>_;&#"ZYWFN>/82!U*VR\$ _B>HW@(ETQ|Q_4Y MO(O>P\$'_%HI'@?
AN# <&'DJ1'QK!M=#\$A(90DT,H)H%|HOPF,V| "MW@&W4 MZ46UF1>!%NALZCT#;?
7DK.KR98VRE-T4)X,59A/^RH:"C7P'<14N>@KX',-V M@N'@6QCBT!X=-=;+ JE@0_ ^|= ?
FY6?2!ZTU< M(A_D!
8^S05AP&,C&TB'AFI8:Y|H^=I#4C*X8PRYFSSA:/T29U%"MTRR=P'J MC?
#@9|74UCLE(E9Z9U=8#7^_1L,V|H(WSP+X899#+GSA.T=47V%\$B0,C8.;
M&E!CA0&EG2R9/P9@,H6E:6Y5Y/9FX2#<+/?4B/,DGE.O5<|WSSQ7/-CTEQI MW=Z:
IL\$>.G?W?Z|KI-^|N>|WZ>R^|DU -|\$|>"@AU-:/-
EXT\$|=,3%Z%)OA\$|ELOAK'*.76J%>:S1WL^47JGK?I MCIW.;9?
U#GEJ|W8)B!&H^B1W;F9J!TOR@VZ",*U2JV2T5.5-@OXQR-J#?L|
M7"MR",QW831#WV.6|<%Y,HIQ-S;FST*Q+'>*BA)|G AN;=QV1-|LI#ID*U3
M:D%PSW+E;?&1%(I-F-HNX?F3(TRR7|U%*P1W#6W/LR>?JM\$M?.C:IN_-W_)& M@\$;TH-
6B+,X:893%V F&, ^5/XG3H"/ICE(|@23YQ|X6_NK|LBL0XOZB27WMXO4|;:-
:ADF:#")|4\$C^>S:U"NM9G)I MTC@|DN9>%BMB|'5D|&TWD-TB_13=XN6W##K
L^3S1PY\$%ZROS\$N/8BF4U0M?|+V/M=0;:J+)<>EQQV).NGBP/DAB@.1
M=6=SQW^C*^"5=VG_\$W<@&J;QYL#_D!-R./91|9"WRA+G86_3+&|VJ:|Z|!\$P=F2,,R
M8?G(3^!&=PP2J|PFDF2(V1D74_3#\$FMHU'HGX9G19<&LX:UL%PN'=WX)@%" M+DG'
7^\$ZTX,F+.THU:IULKX;YWN M@C:.*SC?T3;N;Y0#G=80Y@Y^C)AP288@81;HLQ5+BZ>
M^#HS|_C47Z5G%)9WPG6AGL@90L<8&1HY057\$1C:%N:D#YQX<@GL5Y23=*4%
ML5(@\$ZXK+KXZ2! ?O "P^|=>+X0KV%VAUL/+R5 |V'F.>@'Z^!D"
LUO%9:K\$%*)K_XMXPXN%0J9U7|_ *UFHT/R0B^G"A)5T7N5J
M)=9|^)IR:DMAR'U/P/!T|_YDG=MV|VOY M+;XMW_+", OXV;,XH/"9#FS.*:5+3%WQ*?
CCLVZXH).|?C(LZ83! MFSXKDE\$#068(V^D9&C?52^A|F_T;/E\F(|Y=9_ =+X98:W?:I/?
D:DH*1UF?G((?_R^)^3 MX&SN%-A+A GAN#
|CC@^7X^ ^T8VDA!1F.#EA@,4KW!>|HQ3OW=X_|>RSQ|&>9 M7?
<&#|>N^R^SSKM;X,NHFFVY,(G?_S>Q7_ UKMC=|C|<|WO?IO_?XXQ^| M0;?\$KMJ#
|C7|HG!_5V;M?F^_*7|WWQ|Q87!AOWL+3 B^>KR?Y3AH' :&0X|B M-^U.|Q;+%%S?=
H)*@7=?W:Z#X_PT'>O.12NJ3|SX=^=S"X_9,-NH_LYA|+ M.U# 8N^N%)/'F;?=0\$YQ0/|J?
GV|<'X|_!|^W;6W;595|PP>|@ MHBMM8-+P"|AP|K|UK^E3#Q|3AY?C8V"YVIW.??^Z?=?
ILC|ZC|^7Z<6W|3|" M+COX;#_24M|U_V!_WO?_9TU?S&\$?NA|R.8I/Q# 4HL^H|H)?7=?
|>SJK.|9 M3..N(*L.V9U<5%'(D9+02D)KBV\$|P^|K909J(<:OHA"MX0ULAU-(&.5F@A=
M1 FU=|7|A0D)>*<_J4L.F+"#4M&|JHQN.J5&.MF2)/?B|QSSXZ2("AW?;\$RF MW\$#CK"?
MHT<)|T969=H^?#/'Z |X?K|P|_|4|,9QNZ""HTG1-2-7HT3.FR%)
MACMK6&0.S4^Y!C3;&AG.1'W"Z|*4LW(WPQ_C:'&K|398U.;#VTS<|0?*H_HZ1&JMP@
M0L6R*Z:0X /D,%DP\$QE2'U(X,A9%RN6 W-4REP.+2&B LF#_Y@TGE5G#E7PZ

MO'C",7BK^"SP/P O&OJ.Z!*J 2#T&,<^FU"7T+T-DO &JJID-AS0!;Y%|X
M3^G8,"S7<_S@>STH5",-1M(? TMNJ1Q(0@VZK|O\$!>6"82Z8I#>!)<|ZS;Z
M="83WU)D"#!V?Z-I0^J\$X#=#*T2^=U6 \$XY_:R;@P+FAWB&YZ-/X@:N.&: M/,B"BG!!*
(AG MZJA,D|=6,'6D\$3#GIA@;YN+'S@|=FQU|A=|J.XIK3H\$M9T8#|\$S10EBEJ3? M"
|'N\$&W%ESB;<+!WD.Y2W/6W TPO!'Y"C,B&(P1>8L33%K"1R9
M2L)*F4W)\$0^7P@\$B|-?5CH6 TBNN&"WW05|=6X*EOV9U8TZMHJV M. 3%OM)M
@/H?/HF2DLN;"P@2|A:5-MH6F(Y@2)T&\$=S:9,!TF8-.C93X)0 M*,,??
&S@L*&XYS"5L8*UC\$)G\$3"Q4"3-|7#/=V28:KHK:<0UUX!%HD&C<&G* M\$,)R -(K+%
>V\$"Y3@V2 KQ)|?D R7/S=9E6\$ZW%*D?^0Z!2N.^+X|QW3+H M.YQ6;,.54?9*CU.J:6=7J?
A<<5S0#-#I6(PE#AM!;:2J|/8Q>FC=F8&32B"1C
M"X1"0ZBC.A(*,,M4)1+A2IEMA^5^U0E=8G=/#I!L,0E4N4M-U!S?@@OI2,%CR6-WH7:
M370+ZICE,,)*"L;AR|1Y2(*DM-(+%589V.5)'S\$:XDF|G!?'(EE0#/#/5!2W@T%&,)C<4AA84
5 A &T/AV?L% MH'?4J#C?0(V*9N7B?-"4V-VZ=|54:>-4?T+%KRUTGJC:0^)GG5!2S/MJ6"!
M:YGNW>Y>-.LW5^W3|;9Q>E9HUL|O:K6NZ?5^D7GXJK;:500FQMK,?)^3KQJ M);-W!?
CL7_KLW6',R5UW,&!4Z.S^)K70&56BT3@5JYD1AJ2K4/?CXL6BA)_5
M;#YK'GOUR|T4QJ)EO+KQ|^_Z/97#X8_P\$FF-I7X*&FU,(WB->00J,-"SLDX
ME=H;:9W6FY7|D=?5*R%B40|!HG^SJ0;^|=>SB|N_!OZ(|QG?DY
MO,?,>%YI;5O(3@B'S3GA\$+Z;0X|;ONJ3'5=589J1=A8"3AY5*Y8+SY% J|
M#6YM:7(;DM8&);169=4,IPIA"BB-DK2-DMO-8<7P4QT=Q?+SC^"@4Y0PKRJQ|
M:IKU#?AJ+JN5#S9W?R/"99^"10OZ;^N-WCLMQ|W|NL_-5|HYAK>W>L)6\A
M1|PE1RQK^KMCW|">5J)1N:CB>|^T^<,IOB<|R2\$NDS24D/%5\$,-=LZ^&KIO"
MLZVW9(V,&LC/*G7:E% J>>?*+ -XK |V^>7,^+(U*DT:>\$PJVNG"!>_RBW^ MA\$+
M8%5_.UY-277+&4U'^+^>,D;:HMB)@-|S(TA*;&Y-U<)"RUN8#A_9' M(-+N\$6D|Z8/^?
K8TF:X| M3G=+ #(>^,GPX&W:UB5VOW'EAH,B7S?,C9HIL4,59 MY:RZ1VX2O/YPC!*
C6:2C6S(I?Y1YB*|2&>4JA?1Z-^I:LSV?(>|T@=6Q|J M-
)=RMYM8H_2EZ+3OVM>|HAWK?7WH|GOM6W;5OOL?
+/#W,8KXCT6Q/JC:+_K7W_|':^44DO|)H" UWMW&JU<.'V M)9+:6#;*.EF-'=M_&B|
|LT:CK8YF3LJ2!73DN\$!7'QO.6UU41Z/=C2XF |I3 M9|C P%D-_+Q@@#@AJ/BZ3NV-
,XNA@9AZ8C(4#JO7LPFE_8MP>KG^|S.XCL*;YU3W8=|
,|V|=^7NTO_6X7&WIMV*2T0A?40U@|K&MIQ679I,= M8@JA;5*+&:T8R4"326^_
W7Q/NM76J|^-.@ZOM|SY>%H3FF%EM37^Y|JX|R! MZ7O8,H|,S-
VT|_RAY|7|O40A#_&_0QO0IGC_=E%@N<^=#'"#. %Z3FK#3M
M#;,%|W0:4Z/^'PZ_ U/N%%K M)>L 4(>W%;>S<8\$Y_+O?I,!A|*TRJ\$C?V6/_V^
1W6;9:%"HG949 M*('5W&S&^4PDP2J%7|:|)+(O=*#|L8?^_??>-|
MGRL,>S.WK|JCGV6XN=_%;M;@5!GZ/_|)N_"EO=|X^5 H.S13|T^&|S?=F7?
M^ROX\$SMA1|X7|GW|^Y<2KF'6DI!S;:'W# ?"UL*7:"Y>;;-M095)(-M#YZWSJ7GJS2#D-
=PX<|W7T<'%8+|"4\$|V%FP#J|!%EDNK@*:O#C#='KON
MW03N>BBK#|/V;_/R,^M_NP512'+C:A0U(A*_H2JU+=^4IP&B37<#M8VVX%D M?
XNM^A,R(/#.:Y;MP_-BE=BY%AR5|WVT'#1U>@46W61O4MKD!M'4YR2'BM MYPFO?
=^4/7P|V(W7|6F6.YR@\$/6+^MG6)OB&>_R|L<.I;IWRSL_R3GJ|W*ZM
MDU|GDS|J%,N|L|P*-L_3U'OX\$3X%FN"+">=P+|H:\$.1\$-
N5=IM(SQ4:7NA03|'.NJV5R_@>_6GV(-?OD/SRI7*+OWSA>BYU^X|)
(+T"WA'A'U7>:*^B|/R3GW-/%'? W^E|@U ? ^.86G&% "10K-O00PL&B*='
M0X87U5R182O09+A+U7W|9.B(42)1R>
%K2WT|B/KI>MC^XB^/'I\$;R60,W1CCDFCQ_O9<-|9N5B M^|#!G7G\$QF3_7?
H*MA|^,N;6DPR^|FZ|6SH/GJ|J/L&#H_C8D_83>^A;-A M|8GM%|?.<5%FKHX=T
S:O@%=|L"SP>*9U_3NJ,1B%X4FOYQ:&8|\$;Z/|I|Z|C\$#;:KQGK%0Y5!1V&=BP
M@R@5J|00<|I>1#Z<+|T1!> 7A90>@,<+;94S##N;U3)&9|T,8"#|R@:X@O\$,
M:\$!XM5TZGK8^KYZE.8*|0F<=VSTFJU=!=/G2HGB)S6"9?1\$6'BKF|63;%*C.
M&;J')=;A4^P9Q3"9Q7#\$D?G\$,F?%|APH|JF/S>(APEXG3VR?"1MZ),%=5)A|@W#N|
M%B/NF|X1YK87D)=|B,9(+X|E)H|2XUG07?;Q&:|7-64Z/|TA.6JJN)!;<|S M"/?
U4460YJK6YT7>:WW6V+.6JY2)*V%IXPEW M?K"^F)IDN+QD&"NZGM>[*6^YVBT.Q+
<9?+\$UN?5N;|OLTW189X: MI+52_&Y_IQZBORUL!'S6JEQB7|PM-0+>;=O3>N7LLKI.U|
+6(7J:EU/_L=

!M:#1?.HQ+!8,!P+0\CO;1,76E0&(-C/'-!H/U6 AP M@;!6!E&N@AT_P;\$*RMI^~))&CE*I&@
/3)N,2PJ!IH+./O1C>F+6?'"&+ MB):QS0!V_6T2@'O N*""7&CQ&
!M8!..%B#.%XC_A<7+GX7K4=(&LFQNO;*V M=CSU,PI(YPS2/TJLV^!-V@6""P0?)H+-
\$GOD/T6A_A4(E \$3TJ!"8.4+%PC.X(+!PO!!?M;@^!5V?1IC9_!6Z+?K=%O]NB
MWVW1!W;EQOY%O!N.R<(-BES)(Q69CPSHYE'F2A8HSA>*)X7IHD#P02/8.MXT
MR0+*^8*R?:1ID@6.\X7CZ7&F239R!>+/+=6"<>6S&TB1WN5T929/L_N4;WNO8 M-
O5C2I4LZ#)?Q!M1ITH68,X7F(!5;) <[!07*1*%K11T;,"5,G49F4%H@M\$
M'R:BCSMULD!SOM!Y@G/HZ.&L YP-
MD*8U@YMLX'0%/RAPRENV>8'Z4=H4"Y_G"N2BQM@:S?JX!;IT+U_ ;FD^0 M/QYLMW*%
!..CO_ :HQ+ZY JTARI518+G \H%B^2GAQR .W1=3VSDF_ GR9*TPW MCQ!3XQ*[GOJ6K,A!
D@'_.EZPN%F@>H"U8>).H.")Z2*>.6!<(%;!.@ "S0>* MYG!1##W!RCU@RP6."QP?*"
(Y_S'L2J:Y&*((\$<#;3ADEQA^WP=;&<>L+& E5W6 M_!SZO.. "5
;">3:T(PI2*>@O;V=+\$.528#SO&#_2,)4"R'D#!G"J11XSAN> M]= (1AZ/4=AK-
OWTX7QP!G(MXE!BX<!7YX!+H(UWTD=X*O(H^TAOM(UTTDDBX: M21>-
I(M&TBL_MF@DO9?8UF,!SP"^?C(0\$U5=4U3'%D=L +(>0/R&%L&K9C M>*^4?L!?"!-
%>A#1K2QI!+!55N+/!J!"*-Q5#EJOIG7@J*OX\$A)BK/C.7 M19\97@)%UO4<0!JDHD"J
M,%I@!4T!,2NS7^!@T!UO'QJW">A"/_G"3TI2/ M,/VM 'O>P*Z!I@_ ,6R>F+9,Z+=_ '*!|
+A!XIPO<2Z_ =Z@74"X M@/'!0EB@1"*.RF)30#A?;\$!Z5V%?
RR8.^"+*U\$R_0AH811^CLT8\$W!*,S3A90 MSQ?4T2\ZYM:3('E:-L^~
N_!5Z.D2!LW2A6.^RDM<@:WM"J,!#H?F. MX1DB7OJ^0'V!^D-%_ :3\$OL,@=!6:ZXT--
PHR.2)@YZK_SFP=@&,\$ME5B_W_H M K*Y8QR56:2 M9X#K)=!QIQRV6QQ5\$!
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L3")2_-F"3ZO!+33R=;GU7T6R@Q!+4;<-X!ANXB7PROD6L7S'G.^J_> M=U@?
8OXSC'Y/VNY:G!V*SP=M;3Q':2-A!ON!9/VMOW8 M!;=O9=Y"O_?E!S?
V*VM_*222=1CC12V8XE\$Q MQT1.02U7C2QGE9POD*\$JOE.QP92&^7^!4+ MR9,2
8ZPM71!>(<T!CA!)=)+NO5Y!6UJ4-CDAN6R6P-!K!;D5Y!?!EF:({! =
M^NRV/J!Q_ ;4U(ZTZ4@M7T\$GM92@DV2K!EBW; '7K6:MRB6VWH!9+F;V?'"&U
MC!E&W,&-JO5U_-J%#UW; !+WY6W!;<.:?M>N7LL!JOKO#Q-N;X@/=UA=!4OJA!
M_*EQ&N)K04/X%8>UK%G!FX-IX5C^!FOMO/TY_E_&6'*;L76=/T;!T&-
^GQOD>FM776I5:O98O&KKX\$ TM VMK)<+Y-FC++G;-YL5YK79V
M46F^14CJ^!B_8R=;GB=Q.G0\$ _W*1P#C3!Q!X;_ NS + !/4U2H(!13N+;LM4:EWEP-
K.JY!,59I=5: M?.NZCVU4+AJ-K3SU?)/TFMN DAYK=SKWW^X>!^7@KH=EP%KWUVS?
O>VVQYT M!T7LR+L5JE; .8D=0A8H4JJ^V)8XI>B3_ NE2^2"!7T2.1!8*U-
RRU48R>-8L+YXMLUG MS";M"WC;LPB(4G_ W_@6SN68O-P%21X
=&,DF:OP\$FH0HRA1AP^-(^H64!O, M%^4U!TYYN8HOZ0LCZJIGC^CDMKTQ=1V!)
<-7V!<-9^_JJ& M(7%'@*R8Q2;JY
419#')9!6!Y5W5!M#;G*V4(OU8(^L+6"!X;QA>%AB@0WO M&D0A%K'F
M4%J@!5U7J)W7#.#!|V!H=8>'!O9T(4V_G*.*[E.]8!/U=&C%W MD7,59/L?8^!Y07R'-
(8!>W2*K(#X@L-7=C!Y>2HHWC@X!?!E194#6!Y7U7ULK MZS^?@9N!?!+VP!-MK!/&PJ-
8!^OK_5VOB-1<@P->YBQ2!HPA!HCRL8!*E@3 MBR^,"O"CC9TI; !+ "*"0=!,++@A<&O/"?;-
" ^G:F(R&!OVW<#!GUEAR7FR=KP M!W?
^;T!H&507!OZU!#LLSN0G<7/_ (H&YU&MFK, #: @ #QO(!^66, !2, @ # \$U^/ &-CYBK&M
MKQ5CFR=@:Z6(7!O^S\$?9*,V>KWBX>K!CX5 OR%5>XX/O:&/E*&O#F\$F4,H_X
MG&GDRUY?SW>57J3'7*4U=FQ+\$J'+VM.I'6-"L<^S6=LTZ;RDM..0:A! =>!<=
MMA;"!8T> !3C-)JK',C8.:D\$5Z!;SS&&_ K'18;!A.?
7"GQ/YQMK\$0VZ_>^!3N_NBW3TW,%OG* HQ!2;G@6'/OS!9P+;!ZG(>E\$,98(!H^ M!ES?
V3"X(ZJ17Z Z;ZC62BPNCH#XT1=3DVL4C7>,'?N7VO?V\$=ZH'CW"!1+# M5B:&2(+Q.
<.,!0(D%7^HH9V-!>4!/+(5PN?1KY; ^*!= M)U?^X6N?3ICC-
>\$4Y)>SDP2C1OWCBC\$J0'P(R(R?:(F*:6C!WMAVC!?!NS<@ M7Z'9C7S72T>_R!R!H?
NG<'&+07=F'=*!^K;R5N;Z!S2ZKG*FT;:(?FR8U M;GW///?-^#Z8A_?N^>Z
^6TS%R!SY+@%=!M>YW8M3/\$4:N2;,%4?&BF>?;-J
MYX;U9"=6;+0^,BK!H*R312L,R7W!NX=)S_!?!W7C^!1_P3S J M=>M9JW)Y#H^?
VB!E87YRA GK!2P^OQBZ-U:/CM!HY_BI&MW"AZYM^M!+;!"L
ME'=(WNGHPCG5T#\$R=<6GX(_/NN%.3?!Z;R;#D)N%-GR?<>3*L4_6ZYG3>%(;*;
M(7!6;ZY7SB!IW8KWJ/>J857HIV"W\$!]=PBI4%_!&R!U<0!>PHO MQGFK9Y!B
SY)F".V44=U^;4. WQ19L!C!(5A!5V#&ZN.YB6!-8.Z!^GO^7
M,98<8VQ=Y!Q*.U!&OK!^GR(1!4X?M3XYQV>K<45&M5:O5:ODCHXD,DM RK

MK97HYML;4#/@C6;%^>UVME%I?D6':GO8^..G6AYGL3IT!\QRD?
8H_Q%V>55FOOK>L^ME&Y:#2VM3S?+=KOL7Y+;B^|SLW7|. \$ MZ|H;(-Z;
(-N#QI,LBC/KY5^>!!0C9'A%MS>>YT;>KX|&VU)7)#B@9+B-GS?
M^S7B1N|O'OO:&W2ZMI?MN^|HM\(%OA|_ :^3/!7YGLS\XJ#N.;-0>#XNE?NY_
M8%7:CS9O/#B6^,%3+H,L<=:FE/JS)M'7%8D<8_2|_!G)\$LTN VIT8R0X-Y M-B/2,T-|>?-
Y=VS7#-_OO"S;=:! MS@QUYLV\$W?TI-"K|C(IB!QMZ"F?*G6.S93<_R'4S2(_
M<..COCRYT5L'H,7L9:W.)N!|SP;SQ^M+E>0 M7T%^..R&_O
72#/SAQ'!1!325O_M.X:K&S1=Z5"4,7#*NWA|P38%G1X2EF-T
MFK=@&TF':+0!&GUECYC.=V2DF+|J3,W|5V,"4LQ;| \$T?_T9*'_C/'HWDIT?C
M7|&QDHLV5=;G'B^(LR#.C (X3IQY"|UY:#_V>_>/6*|P(VTK"T(L'"\$GA)BW MF)M;|<1-
JKMM&CI_/3+_XGG^2J.U|U|:#8@P;T\$W=|9U^B|X_ABP0L2/'""8
MODDP;S\$WD>%&JHL%&19DF%&HQLDP?Y\$VR5(F+,K1P"RJ:V\$BF1Y9!\$Y!G0>\$
MX!AUUO,6@=/6?ECVBRGT)|F>'DFR8ULN_NW9|(H;YFF/BM^W1R-8!Z&S&\B MEF8 /?
2;P9|_ ^89#!VUO7A;\$ MF6\$
A|29MVB>M@XTR#5*POIJ6|+CSBN|YA/^!.|H/W\$#1%JB7XK+%TXQT:F
M^2N|V8!Y%P| M@B-|5JQU!>U'LG-%M55I7LP|/_ QZKGKP
OJOX?|M!R+4F+0^;U|>VVN|HL ML8S1|/S/%|?HV/K0M;'0?5.PVJ(>,SW+|*3Y#"9DZ#
|*:4-|I7_-";^A-WX M%LZ%M2=8PDB6&WL0#FX)"BJ'O"KU1:LR^NOC=;G!UP5W_5
*NN8W'6CTK^' M/.G&6U"(4EN;7|8DSU;--FOMJV_J@::;B|WN;EHZC(@\$N8|LIU)LD#@
4|S M?-\$T@^|50F<#.\$X!Q^6L*O,3>QBT<2N*1<+BW<,0\$X3AS.CUJ(9->W7R|KG
MOH#G/PL=/C0^"|ZD+M|BIVW7%1Z|-5QOX:2*|H6QW|+;>ZUH7YB_ |H6SZUCT
M+RSZ%Z9: 3+9OQ /P%GU&?3SB_T?B|7J(K;0|2>^/-9 TYA,0:G4442|O^NU M,65.L.@9"
|56:9#CTN8X|"<L==|&R&Z_ R|=|5|'*PWRST*2MV?8V-H>*R| M:"|00
M!#PBH)2O*LK7SR|D-.P#"|9+|>Q3V,2|3_MJA6FC-@9_7=F.8|^@ MJ>7DQ?
#&C'L>1U)@ (W5I=,\$5=X%ZN*D%WMR!|Y2#%NE2YB7G8&4ZJZ_,@R.F
M,K/V8&9W_=;L9#7B,,ZMK6EBZG%+6TP#B7,T4|IX,,ENCA2|8\$XW"^T+3XX0
M^NFW*9#?@V-K<&8Y!V!?".,UY2V =G|ZPG*#4!&Q1'W-VM1^?VMJU|SC,*NI
M|1S.I'IO,I3IU+&?N7EPV_7?*QX\$R";5W/!(#\$*##\XI5CRK>%;QK.)9NWQ6
M86\$^".M886'.H86Y,#\$7)N9WFYAQ_WMH=U|8H|^|
M|CVR|MTU&W0|W_J|QS|9^TN_V_W:O7M: M9P|C)=&7*Y+5RN7!M?.*_69#?
Z7|WK&Z'5/'U\$|*|-ZM5XM,SZQK?:P_-CN M6"Y2QW)|>|N>G?MNPYNS.#A.|N|
|>QF0.F+ XN".?#|A3N"F<;\$0"R81M_K M1K,GP+I?RPB/(=FBA<-,,\$\$!
ZGJU<_|&_MZ/E=W M#^RAW>|=M?>|1B?9|JF|AVR0\$|_BKH,@8|B>(YW*G
|H(\$028T2((&+/0# M#!C "=R,#,LDHN8+D;P=+W\$3@R+N;XV9AJ?
<@W8G2353.|".SES*FF2C6W9_M)P5_O>|_:=^QP6/|H(K;|)
|ON|;N=1X9|X_9FV|WUYDY8V%3IVI?"2| MCFT3_- /\$9'=V
0*)!XP\$M%5:V@'BL*!&GPV\$(A^JWVB|%ME4&%7|;O_88_|M;X-'UKG_ ^M"^ ^|/|MJ/O?
N|HBUK#P;WG1Y|*F2>A:C"=?R@+MS(CBJ|5+KC MUH^,T(Z+S\$<3K@OR" B XU#Z
&Q4'B&H;*|F@&M; >UHR(BVE1*M,1B86S M5>ZRL)6+*2=F,SNKU-^?
6)H6"W4849W+|O /UF./| (YUV0#^KPM_||?:6RV
M%L=L);:PMD9R|*)XMGD.6DNW)B8"/R_J>|S_0%|M|H#R23" O/P\$U<|@6
M?,D3!3W8A|A55_OK@_EV\$52N:(9|M|QB#/(7<-ERP|6=ABR|X#)B=R%Q<
MUQ_ ^2VA><*%F6SHY:E&&(X;GC9%S>F,#BXHX@L)\$9;L2N+W8T|7W5' X!U1V M-
"SFBV&N\$^P|+2/=\$R\$F|F=?=LP&UUEIKMK|K.P.&:V2P\$ _^!Q//TE%4^5B""-
MDR!'P%:@;#&"4|9^<= _!&=?;%3JSZNE'6?T=1|GF_-SI6D:|_ |CKW'99;VY;
M|YYRO9\$F|@??|O|L7N"|Z=|T|GJH,PTD-^U_N^T.L|A!|X"5:N#O\F?4.7Z M|D@*U@
6_.C"|3H6+|H^Q7Y4@K6%|F0&3^H,ZV4 MM34-
ZZ=@U++GV&:TOQG0S@@^2CS5A(.G'ULXWF2,(*08|HN(O,:O@_ |ZG'9
MIZQ4:FF4DY|F=50ZF%?0ZC."E@*+=B I"-W@#FCE+V,#Q:|@E(PB&R,YK.G
M/'K|:EKN2H+4BFRX((KU'5BX6K M2Y)"LT,?:#SBUJL\$'AJA \$P.B|A'0; MQ\$5*VX-?
IDJNQXN_7#VPME0*V D|).#*D,,(>J8@ !Q-?IP*?;_D3=J)Q MQS%@!6P_5!!&MH|J
2RD,8%W3DVNB1)ZC."#NH2>H@LD"Y1?V?"5ODYS\$^(M
M0WEVO)F0&U&Z^I(R9R3%OVZ2D(H#9A.T|.8EF9,197W(QG%.Z=@LHA"75A
M>PT,=)TI-E568,-K|)C!OP-!X> A4<,'DT)|./=[#LW?;J'=/%%+U'OH&OH M)5M>
(KB)|.#3&LK+!E0HV=,34,2|XW#|=U#DWO7EY2@=|,3&C*-1<9";4 M6I7SBV8157W
4=6M^@:BJL|O*T|H6XNJ3CM%&Y5&%MWHLP86XGM7J)?"|,9IS#%O?(8;
M"^+|"@RNC<&|.GUFF:U 'BM=U\$(-#^/---G NRXP1,+;|EZ<=&Z*"9|B* MHZ 3M(3
SVBC!,"FV2;C4*R9!M*+FBC(0L|C@S'W:NH6I:12UE:*=(WT1Z^|6\$M'02%

M<)>4C'U32YZ4\80!Y6S>X%1-V%OBXD&9YK U#C". \$I!NH!?!J8/ON#ZW0C_"
M#==D.N>UK?G4Q",.9.*OB#TR\LP\ C!>^I! M%'K* 1:<52FG"?
TD;XA/I/MIP@,O#;J)>;*_BAV\ \$ SIWC^YLP9M\$=*55H(:%&'VBDSL=6 N.?
74K((1")=!EX*HH M7@UP8'A,P\$9,*+ "A&H, :H1&^>L<30%!O\ H*682DAT%"(5>U71E
,2961 M#KPX(1\ALSU\$,R?"3P\861D0AG*GRRCL+.R71'8@BV1CK(D",BYZALCL^1HD
M"! "FV^ACQ5Y,80#-PG\,LWP_\$,(1X<;(D\$Q0,I GO"@9J*>-.#^WEM V<1X+D-M \-
SIH)M9+J*21Y).32*)XDGL:3DJ\!8E7DR"\75QP#.O=X&K9K-2@&ZCX*,
MX00R@IST0,BY2" BOV\$CR=FL)^"GPK1?F*?8K(/LV4KRGC(U^/K5-HNZ1/U M\PO=
[W.OG,FY0EO^5.9[*+P. MW++ DI>J=&A\MG3H>B\$XS0V\$X%S4*O76AT)PTLJE\ S:
<[+):N3AKK1-.UFQ5 M6M762N%D\WEL05XY;ZT6I?:>Q\14*_5-Q\+
N3:CR<'(YE/%>CU\$?I?9\57 M4K\ '@XY0W1QJ7&59A4G%?+F ME""\I?8LTWMRGE;=I'Q?
Q4V7\PJ=D1O;%B7%\9N6SE)J9S>D/I\Y\; "2%GE\4FO\9+M &"#U8@RJ30NJ2Y=XP
M1EMI DDK*X6\002.,%IO?XSJ%R/T\$""8!\&D\#Q \K\3FV:3Z, GL00"H@&\$&P
MGALNF/&3^JP90;"QQ9/Z\$%\$8W3 ?C\$LK&Q<0WZBOM2<97*.G)65P#G_=^IX<-MV-
:'W5Y6-..D':S\;H7P/-!\,R\3R& +P3@1;- 8""%_+W(@#F0P',^!%= M2-^[@^
1R\X#"L:/&Y"^BZD\RS0?2,?LD\A?1^L\T3!;!2\W&QP" T
M3RN@L%)9FEP74\AW,I*1\AR. M'3TXFXD@D@%\$!\\$MZ\%!\Y<8%=>;
^BJG5A%9EXD!=ULL(@<R UPU7"\O ME+E.?8T5\$W7WB(^M)
IF_!Q\5RC+!9(6%7BR9VA A;X&.#B8P/#D",233.&" M':H2K=?
@#XF%H8@5;WLG VYA/@)C3\8,4LU@>!)I.36#_+;(0:2F21\2.MIXM
MN49NI\$CR!I6:N!"!94Q&7"O2L1R =R L QYR)V+H\6-ND:IN%1QLL;>H6\++ M.
\YW>C\;1KIR;K8+&H&!!BL5\;!!8I M"7I5+*X&7#|= F@W>%A _D\!\^LBMQM)B\H#
<:\$&WM30HIJ%Q5IF MV,AZ6,3 MY?3L8"+0'!0>B+KGSZG%8'\CF\MI1A/
QR/MA*2Q=PVM'.1Q@V9KOLINYBAC M1H\L%*A +\ "K*\R\1T E2K\ M3X44L&EH4%
<+KPVOP*)#2HO\WSJVA>J)W)SK=)DU MYBNRQ'PO""%!\; ?X_@5\%W#_XF>F&
\2D6Z0'HQ(^9R\$,6.F08Z-&U=#7E<\P M@_N58'<_A'VSPL;_NJJ'F6XJQ\K_6,(-)YO-/?!
J^>,O'1F,C*G6>8K2, M5V<)>NFW6X32*U6:~?V"YVPT/L\I%AP1H8<+<3%M2<&?
#4P>D\$JAL8(%EUT?2 MM 6?-"K*%O3"0!-#6""N^TQE3==J^>9%F(R3T2@I9-
2L5!MOFL=1'@U\H\QA M_Y\IP5S;"EG78+=02X-QR\5F\5\6\$KZ_H(&AF7E3^%-VP!-(M(O
\((,2_O+ M-YR@8RT6"W M*^G+X(@)-RSWC1580B,S77SY4-;21%,N5OC\$5A:X?'.
+?"_L/2^%APJ274P M=#;Q\J&TRO17NBY96D"7\!"1HXZ1:~?G3^
&WB'\$LW.3RZL;/FR;)/C>PDUAT M.G\G7&>45BQ:MF*?K:
(CR%L\95G=LM\$(I\78JYM0*.A9L'R>CU=FI*9 MK+2(_2J\I?2AHNY\,I07??
N?I&LV6BROZ+OT<=I",?-&LH6\TF*5VRD(KKX M69YSA.SSK!V4&I?
EK,+8*GX(G4#"0^FJ-J>O*);YG"=57E/4N,C/*>1/H MP?
&2O*JBORKN1_QV9GV1\Y/2_6*X6&MO"D-U32RZBN<07(:/,%9FRZN0QUE1 MP?
1C\""QDQG**">K/(-DY8B1(.4S1%E,6\$+KI#3SJ-J4WIXRU,Y_"#KH (Q MT-
2Q@N\DNE2ZR G.\Z\;^HJ,R^E\$7C9?*W+N/@9V)9\$7,MUU8L75JS.)CHR
MT\3'PB7J@H"CEP^4@H4?6#K3/N\83\N00!DELST#!C21>'9N<=
MZ\$#\$,OAB=EYN,#&#!O J-0H0VSV GX=>@JE-O>'EIJ@RZW1*_W7LXO/,+CP M8L-
U?:0*66Y=75G@ M+UN\002TJ_/M7\YD%4>CK8:7S>VU\[\$@U=FS_?
S+;YWK^_ZR+8;_C49\6*G?;V_@?WRVUXE MQ@A8\7#>#9Q(6,DL?O:W.,0>._?I?GO;
WR7FK;4S6>^H;_M%VIR,=MA\!G, M@F\;3,MVYC39T-4.&@#JO\(#
(GXFLA<"!Z<[H_W<=-QFX0S9A%QXRUAR)!52 MEA<34;J2-#!"-KUA?
\63@4.=\;VZAWQ%,_4&\="9TT4PI9JU"E'W+K M!\^6I'A5ZVZ8@LE?
7&HI+H.!2!E6(6\6HXP=%>\$>I)N%VX>OZFJ#/A)1C"C&
MEKNNND"W&IXX\Q8I=&.#GP,M1 "T4Y*TA^"LM8!9 /%8^8 1S%*?"V6GT_ E
M25,!FS="+(1&5JJEW0H/1EY>.,0=KCAMF)!I-&>\$(-
IQSY%/P.G#W,XX>/W<"EN#&=25J<_9L<-Q5SF\$);7 M43F7#%,.11G"+O'GI4\6\I"
\9@ZHAGP_8Q\AJ.%WR7'*4,VE\T1"<,IEUPR4ID M7:TT4NDZ(TI>^MG%QJD=A_
6M<>3@?<@GO'1BE%2R M0&6_@6:K+30FMAJ'N,H'M\Q);I*%!9=GV2TH!;9IL1Z&?
4AG*YY;MQUV,J)P MZ1_T+P\N7(T-
GL_HNG'VADQS,P<;P_<12S0;7#^I7)LS_K""=PACYZ,+J?P
M@+;Y#)K+OP&!C=9G%+ #A,"JS:WT4E\JC(4Y!>7I=JLW#2R4>6O_*\$^D<5&N
M4OH)AL>@S#TB78T.+IC0LZ&%P?H#^=\$I0M572:' M493QU2006\INBMS37\I ME-C
\6?#)4%&%LY\L&-5%QH*"FCZ":*(&(-G@%LIZ0A_"9N QQ0JX9K3(IS M4E*1#'?
B;CR'(YUK!)1+GA851>LF A93 G5/"#_!E5%:A6\AD0*@IB%(2OA\$
MP*I>9KHP^2L6_!H&A0(*\1-IJTU*BO48"M,4@O.\$S2? +-&N99G*GMXWE>) M9*?2?</p></div>

Y)6TH"+P32)')^Y80:E !/E#F0U!6E54@!\$!N&:)"@5.T!2?9(HJC((
MACS33#:U34,S5*8HD!;0*="ARTX,3U\$P+;'KV:;NPG"3(Y3V*YF,'RXIT(JK M.
<90\$GWL&ED %AJKN!3IS@TK*AVQ>.)@J#6DB)G;RV9K)?5@V!+(!.3RZ+ ^%
M^%@L(<)29:Z83%ET02;4P..*N.)8 M7"U@..*,R-4(:#B.6))=TU@C#=#0L!%
<.:Q=@L^+C:P!^F1,ZA\$&3\$ 19&>:UI!R0:S^>"08G(! M?
B_S!O:)IU<%N"!52I_U+BW\$@CW/FT\@%8_PF;E@3ANJH4!+EK='0EX|EE M.:0349H!
!#.)0Q@PKK0#\$_ (G9:"YD:!"^~&7Y,LSX-7<"0 ^,F9.@R10ENG/MH?PTM.T?CF^!
LP4#^!)A8*30A&6YPM8@\$S34(4C%Y0C@C4=E1C'-)(I"B'P M\$*%AZ=59?
A+Y**%";@:QUQ#GK,G>W5@Q!T G.D."\$HE9>)[#1HPR((G-83 M.;"#[_\$L> VJI"TN%9Y-
A2T+5I"RRMA/1JHL5"%DL>ZXOW|\$2UCD/3/RVP\$8#_9G!%|>!K#;X%^DAV<&04'%
M2N33;4T34R!3R3_D-UXT2D26ZP^QGOUF8)NO"7!T!^?8&,*9>5U.)L&BW43%
MH92CBHY"+"EU":^54E88?U-.6+8VZDU>57TH',R(X&|K\$|5F=GUWHI_+?=|
M+HR!"IABJU*!1*:8<==G.;MR!+:KUE8!["#U-UE'C60?F5<#/SZ@2N>R@4=3
M>2I3YHN!6,=?3K,?5/TW%|K,J#Z 9P.+42DHV%WB9I#7H!K00DOKCO.;9F MXI*B,?
(I*"Y&|LS9(C+A4P91&"HYJ">@U'#G-1YFK>JSPW=1>.Y2GI!T<9(
MQHAN,V3/RUDGQ'O')+VZGJ)8-'U9H+!)2XK-)VAXEBM*0G^+QN5S&Y_Z;!V8!
MZ=CSX489-(LZ>B@^!|..E14IAS>A:T7)|A8N4K)YRM5'W^>"NS&I 9X!0,L
MX3J\$3A6L|H)V!XFTLZ_7SD3U*ZC36#"?"|@BRZ|AI>*P!42|^%KTX(2O!P!;
M^EO9\$T#G"U"G\$F|!5863-@(>HBX@VQ/V#9" 6V6FBGLJ@V-|^F-RV0)Z!:%R
MRN###*K;,O*E!T23'A%9I&*C@N0+T+2&20S2GIG,,UBROW MT<4GY.>?
3&V+K%>2PDI!R"HCLB:C#673XP/B74:DI\Z|L8J)C.D1>4%2.:!
M)/P^Z#MX+44U<|NJ^JZT!C|1V015,^,==E4ZZE*EH:"Tj;F119*Y(3\$ZF!J
MBK>IT=&&KS6LQ>0Q5D6,H!-5C.T'GAK^;|LZ5RU*=-L?>F!L>K *A,"Y CNZ
M&% '%>1G.K)A"+Y@M*%,.UM%ZH T*2"\$^KVSRC|B@4&OMDWDL/E".T<%^OI\$&
M8I>U#300:|4JV |EM!6^"F/4!TCZ"@| (TYX%+"E3@5#*JBXLH+=683\$T28JCS M'+9/
/@VfV13 5U2|FNH5VMGI (V+^D_W6|Q7964T0<.*|-#NVU8FLD'&)MS M5W^SJ\$N>
|&5B"T=BYI-\$492 MXPS)#7LA2O>I\$5&.|\$P:0+>IHG 2B+#^!8M&Y/
MRK@/'NL%"Y|E2P%M,|P?|U:O4SLP-R(2V&PNS1|S*P)K08-+^)|:D(SKXT'
M&,@ECV^7;|EHLZ.01E@%O Y-+F0(2FY89(6)0I 2NRR088-2%C48.9%W>&/* MYJ-
JG,!W81/UH,ILS-HE9R7O@"?;YC-I\$11V2NULW5*%W:043R>%()O*^R_\$& M\$#AMQ/!
M/4,>PAAW&7A\$WS-#+;-'PP-.5*N59R|!\$7X\$.:^<7G^6_,&Y&56 _J!29U+;A
MQ19Q'_G\$.,.3%_S?'FXAD8M,J"2K.*V
M4W(C6/YDKQ5_\$E7DQ_"#D\$&,0>#V@X.\$VU=9!4&H|HVJM7)#CD7ZE4H!52O-
MZG!6V",Z0@*D2-N=/(|@?E/MX6LLVT)+"S\$'2.>X"&-L:!,RE-|&.XBQ|W% M6 =M#+0?5-
:&CT#&|D2\$)Z^*TW)B?IT*ZZ58.>|&OB S!3N!4-A8T#8Z,*=B
M>&G009I3#F^KW">Q#F<9908'8U;-CH%X6!*"#UEI|,/WCD=U5%W!
MXI'RL:D>Z5'TV&CC8&"^Z9\$SB<>^1JE)-IL#|1\$;CK*3;JD|<^|L_R.9I!<= M?
9UG^_HOEF-ONAR|O%F'UC8,|3L5?-8;+U"WH796J=%|P.J&<08RA5SH#R"
M3J!;*U,3^_R6K,2HCO;UDJ!/L=Y|+C996+PHZ#|:=E|,3;Y)D|GU&|+)WE<|
M5G#RS>7&G*=L%GH<|Z5|J)=UU\$CQWQ*_7AKCH/*>O+IWGPZY<.T_O#K>7TT
M9O!;*|WV6!9|D,+%1|Y>);!|B|_P%|@W#D9+^MD908@/W"-
E,A@87+A|+ #C.VEI<9&FYRD#.G<#;C08K.-OM1WN+|3.*7*HK
M=K%4GUG*2|C2L)Y^8""*YC(|4SS|@N8 I7VG409E|JGL1&CTXZ8LGB9FS|ZP
M/1X%';O""%\$'1S#<;JX:|T:H'K;J#AI^2_L3M@,Q2C*XC9X<.%0%-NL3EAZK
M2>K\$9(:9,2I/Y\$1H8_2C3>:B(64#X<5ML&1 M|!L3BG|L_B 2VZ|80L%1_:S8*79ID+
M.S7NZ8"+4|EJ4=XQO6|^X)NYKY8.O|R^>/E N*Y)D%X1|P\$0+K&\$'5MV(GI
M|U.U.G@P8_|IE-ISDT4NBWDL46N!9|VW/OQ8ONFCKZ%R"=!BK3QDH52YX4
M>5)B#HKPUC"H:DFH^!HDR+ C83R*[M6=4DVV01!85VG0A9>5Q9>L=|+!HH.
M+N"Y="D%#O*@!|H"JQ7)>2"K<)|WQ<-(4WS\$1WECEI82N0"G?S\$E,*0X>4G6
M09\$2QS/8!;VU<2_L60H?8|.OU)V1,AM+\$@4B1G!S)|C9V\$&:NRT?&L3=RR! M'MCB4-
3L,N\$"V*--&6Q1A.ER424NC1Q=%%|C|* 8^?X*!06+)|XL@7'?E,%K M,_*|S!=2%
<^4=Y=:4FX!N|^L#636!++J+ED>Y9@%V0CF?^U5%6M|&TEUZ|VC|%%!L:L+HDHB#
M0(*C@#4LL1"/GPMRJ*4J,803)ZH02EW#Z+M0+(E7*0M#YG29|&M8";58/MF*
MM3&+1>W'FG@GDXC#<;AC/"C#E&+*&PY7* H*"U.-L<8!QTO-UZ"H"/T35F76 M!\$<-
"8L82*V68KMF4MS=!2-2|=QG"Q.Q(I4CUABANM/L1J@&S,#K\$); M"Y"L3 N6CPM#;C
M8+DXA/H\$EQ<'TWLO4WW?/%4S,;1;:469+)^7NUR:%,+H8_Q)B;H_PWZ;J&1LF>(9
M"+?)Z)X3NHC);N3:\$,-ZM,EI>IKREB.!74)*YEQ#J6+%KJLGP)KI91#R8
MSH9|+3%36@\$Y024/) ^;X42G|_+S\$L+,-EUF4%=>ARXWHWVN2Z7E1\$8G=H9T

MGM'7QAU= _G3WYTW_*EZB=+\$/JBR+YH5%
(L)2#73")!KIX*TI1EO+N>#+ZILQTOK"I%N_U^E^H^>7,C4IRY?
IB|>4Z"V@"U8:N1C'R)ICR6BD#T8RRQICUPSM&FAI2Y3'?Z66>KXV^;M5>UTRPUP
ME*+[3KQ&YC=IXD/^O?;!U='L,17MS!*W7F)_47UZ\$W\$4,?. /+|7+A(+|OT3
MONQE6>OE6/!%P@?|9C+J=5"2!'VK|_&G<^GQ5-'DG;1)@P>I@N@/8IM\$-;+
MJH=.D%>5DYE;%S@0Z9A29-(K)SRV^,H3. Q\$_CE1DS@,+|33)H5!K-
MO7%.\$7@86*,ED!ICEJ0\$;B);"17@9%;G"M5U_%DDI?=.EFFW/EQ|_P+>B8
M)Z/<9<'T#)T4|XB<+IP.&WT=JG'+#N)4|T1 MT?4)J=88E1.ONF54|=..?/9_?/X.(U'I4)!<\$?
|TNRO6@&ED;|)W4%V@&V13| MLM(X-?U@UVF&UE2&K'Y!|;Q?
0_-:"T1F"9%KGOL7|=6QF3CVFZW*_@2Q_?:: M>U_07O(@F2Q62#(^6Z7LI*L:@S&^
1;#;|\$45M9X(+R O&C%)E9|R_?>.:FRD\$C M*Q'=ZP;H>PCH&'G1'5\$#?
PAGJD^)^3_*7+O4=TXE<.F|/^5|_Z#Y-3;S|+A M3R)L*MA7I2 2|;%.Q\$_5%XMF.H"1LH'P/-
F-900*6G\$FCJ&_:Y22KHN?7>I M3(W+*/OR"8CK"=|_)
|SXPZ^X2==O=YA005|&)9_16U4FMAUO9)N&G5S)**LW MM><8|)H" @_?YN*PIPXV|
(0)H9M#F;(#|2H8X KSFWGG5IA4BF%HD>P" '+:!"3GJ&\$|>KF,HS8+-
^Z;./9HOMWWSKNP;E#EWS/;4K M3|L|*J|/+1M>@Z.5*M>#-"&F:"X9<,|WX-V|/@8
I(%O8O!S7%--6R+DJYI "WH#C,?)_M:1OM8&<"LM>J MYROLN>U@RP-9PP#_#IH|!W
5"MK8)#87X7: |BN2B-;U!" +UCG>P=-|)Z* M2 ?G,&<0QR&BY#S|5"5%!W7L,"
|B6V50B44\$QB<91Z\$2G&|!\$?;@8'997D11R@_SR/YR|5# MG'8MUK_IAYWP@\$@E-
TFYD6|P1FI&J'E%\$|!8\$|/0PXF3=2S;:\$W0!92VPY4 M|: '@GHPQ"-ZBJ0Z\$@6HV/^XB3S
>)%&K;BA*XOP0,@73/?+;_051))JA=CC;#*!Y^*\$S|109C;!QS8+-;HVR_"YFL++/(
M"KL!|SQ)'\$@=ZQK6|LA^@,/L%>^S"4P7*S"8F+=3E?,W2O'>77;QG^RD#KMS=H\$=)\$%
Y/D7&ADLF|. O"C:UB|N MTWTGZ*..2UZM-JU1@M6NP%|M-\$J5OLC|PT_-"
|7>KEKPV'HO2;-="=L,CRI6^R.KO8Q' MA6_VG
B4:AH|;9)'|'59X5DPTHGF276L\$\$/134L;.+*W7B) MVGB_U(6U2)|_VTZGK-#2|B;Q&9I
R@*OWPPHWF5R MOE?_9IHTD)6*W%|P<7UAL?+|C'X'!"_A;\$:/P^3ID6ZDUMO-
Z8N5X22+ MU5.A8"@ H?SUGAJ-.(18|2 *QWQW;:"EM1D/T/X7'F8HEJY6G0D#6H%*A(&9
MMO4DL,WX3(VE@'(DCWN-"7I4GAU&"|*7|C=Q.J|2&L(+@6WD8\$%)@5LQ<7J M3O+
XOY;5&1>%GU"J,\$*7VC!^ JQ5Z+ W 3|V!<2NK8Q+ZHT*XP2DIO!3B)U*?
A*I4>DMK8(#|<' M!_DOYATE>EJDI.(|&^>37%!6;/J;:F.9A9)NMM1#<:\$ZG,N\$4V3?
EKR30RG-HIA2F' H@02MYPHN20E:1R"*:PGV\$AX"XCE/X9<^Z%J1J3>@8/!"#%,5B-6
MC*|TL;%223*K|C'(*C!3MQ25Q\$Q3Y|D@@(JW;WIR/F\$CND#!+|B;G F4-PA MAEO"
%UX!?)ZW7!!ZZ7| C/\$%,8|=0QU)CIB9!* Z8RVI_+|AMD8DZG,)@LE
M+.+A2|0KBWBYC+.6&B^P. ",U+*H<\$X|48B,#ZXG-2MO'!PY4X=K
ME"!T@AJ94@%3'OTLDJO|\$S\$5EHU\$IK83GV81=!D/NJOM*.CRIE!+4S4K9^|H
MZ;%U3|0DLT?D#\$V2@.O-|&@Y1\$P*_/94U1|:P')*FN-HEH02F?)/D496XU=
MB9|PM2SD1U=*|JU8#W*%Y_.5\$74I9S%BK/>560+%>DR?D1S<4L;OJ)'HW)#? M:?
|H5=@?|##;|T#(|J8K|25;\$_%DPZUOV|4LIR6;4#B,Z.U31HRX(&V<-8GMGM;*8Y"|"C|3,
(#_?%MYO*_N'T!|=&4.0 MQ=JW7|FC0V;#5X5=-%-%0^U4;%RU&|,Z
"7.F5,6W'ABUCZ5!2#G1H9H^/.(Q M3#HYX'_.*FH&#D.WK3MR5 X3R%#?
NCWOG;:=V16_AD,*7R%,@XK&ZQ:|\$|V M+Y3&L_*3U4@G*+:V9|JL:N>|U<4-
PE>2EF|DIJ^BK\$ZAX8Y)-T)LKP-<1;|ZKW>-W&|YYO
MEPX<|@OKUOU'LUJ&M<7_1ZX:0\$NF"|"Y6?U417O1S:-M0!#DGAK,K0\$L\$%@<%2I8J|O
9+C^6:"O>W6LU:HAV#;1;#"^ MOZ?|W&0M,YM48|>L=6|D
_V#J|)\$:S:7P7)>H\$D=8K1(.MSS7X8VV;
M4IWN9"#T^1@=YP=T3>P9!H3;EIB7!3C89A13 F#0Y_<|C";730Q* M8%?|Z+I\$-
JC;MV)QAT'PS'17QD4>35&V&%,;8\$CA3RV)62%;MI(U:S)<5" M|+DZS.AN&? QG0H*-
Y9<*3+|3CV"(04&9,3GH8(D@=|PHE"6"Q3)0K8M%60
MBN'Y:|+@X+T(J)+\$|JH04|\$G*'GD!SLUVA+/ 87QJ&D|K*"TU/"R-)Y;A*
M15Q*/"ZEOB0NY> B3!;D7V3O+)|DY-
@_@6KIT*)H0^5_B+4U5=8Q*B09XIAOI6!E:.*@SN:C\$9.<=&%Y,(%3=\$<*\$N_#TED\$S
MY%2OPE!6X,!1P|HWCO'0_DE8,G25E.DIO|J:\$W1_NZ&5FM+(DT'N6H8|2F M3UD-
%@"@_PGB4|\$"*CT&X)(_0RKCFDP(7>R2B441K93R2>D44?G_*=|*G M.A)C)QS*
|'"=QCQ0)|6H_9ZKFJKOC.L#4\$9J@,S!'^::F@MLTE)V=H:(M6<>0| M*%)G:*0I+"MLY"OI>
(:;>&4\$EB>1/O(IH M=7'.9T4R-GF_%%3D8U81@&48NB38N"
(4#4>ST8WCXAT@YLE@/4|"1V,)29>,D;W38RL*HI_=RB7%!-:(9&OTJ5E P--
SG(#Y5Y34^H*QA M5G\$"P.+(|F.@4KP1|;>'X-+!_5VO'9=;/;">L|A6D'
8C#^|F;C):+N49ZW94

MJB6=ALL\IQ:A^QN\$9:SE7680.N\3H(##N:"BAAA:5YL9S,;88A: 4Q["AD7
M6JHB2*A&^H1#>C'C#KQU(CQ#HV&PDUAS\$/+@S-&" 0Y@A%OWPVC2\$=XTL4&0
M3I?.\$9T8J;Y3F"\$ELH(6\$HJ-AX\$79+5!LI);GV&26D@9NC\$*DKAB#2TY!E\$J MB@F=-
J%#JH0ZL0R%IR*\$%17SE,@>!<4T9L84ZT\5I-Y\BQ%0-ED:,TAI?I%3 MLVE*
<(!KJ%IN*FTJ\$|WCEFH;@2C?.JU5ZR>|='(6<|H>%;IU-@>,8 M#A,=;OE+%K
;-3Y,5(!07@N3OY29X|M,;54-BI*A1S+DZQT87BW"=D^8Z0!/
M#UJ)EE4ESWA6RK*UH,I0T@>"SG X,+SP!^53F2U_@8I+E+)LAP6SPI5E\3%1
M(2>M1#\$S\$ID%F- 686T'=S,A,;VM:CED1JC"G Y0H 0
M)&0I9Q"K.IC%,H&M>7!L+|SJE64-(Z@F\|D*S>&&OQ*=A55=8%B('E)?D!
M6!4(DA4,Z!*"I23/F1H\$BA:C#O-!%K8RJ71GE-<-I M_P062#X=U/M4G5046QXE74RB.
M\$NNPV0(I4,X0=3IJ<)S:+Y9PW+\$QQ1\$ _VY07Z88E/LIAP_7PQ4E\5JLQBF#
M5#TZ03Q:69"-!!5#^YITF 0F"ZA/5?
L/O9/T231:#BV6:"GHF'J?/L*K\$OLZP%17C+:FFB>X2^C" MAFW XU6KI
Q8GE6RI&P46VQ8<%K+ O|"BM I'97H'J85A*?"4W,*W'UOZ8,1:@?
Y%Z*^W,X/A3Q4U=@H MF&B6890U+CK':*3Q&I,7@@CW.A/V=Q\JF2LP\$EW6R&C|.-
L!=Q7F<'U8AYY MM74>61AA/HRC0V>2F).7*NU%:ZYOK>Q46GLKZ3\$?
S3"O+)R9IA\863='7TW
M,D/9"X^)QK9/B:;ZX4!=.!:G1/GMPHBK'QIP<71N))LSIHO;C>8!B-M%|.SF
M24=P!QT@&"*J92);, '1QV=Z M\$.53NVB'CHB?*G2IK7GK0G%1BD1A\$?
DX&#NV,U6_9P>1%) "AVCRJHATZ\4,5 MW19\$MT:|P\$)P:M%|@F?*\$ (VYX-=FZ(1:-^Q>A73
M9/?\$K82EVXXK@_)DP', V93.-(OHB63C@*3@<_A0>;,0Y-;/PBZ\;38>!4!G
MAVO?:YXJ!|&@=E9F\6H_PS\KIP=\$O&+4UY M6 \$OEHEV4:G60!9?L7Q#P6K?
1\$&66M6\&PVMBM3,C%5#:8K B1T"ZRDCQ1-6 MAI7*@W-LW5>9./9LB;-/
P>RLL(UN\$&?L\H3T6X%=R;, N4AN&FLM8?C"E+| M66JKRZ!?:M0G\$VY"M(*2KO;EM
M),L3_2J(IID.,I96Z&U\NY\$R+*KUC&N+J|<-1/W_G,C"20EE\$& C8#"=-
=N0,U'C/:HLLW++/!%M<3+;;/XM7#@RC;|I^OK?ZS4.M(&EMNB%I/
M8^0KU/\$ML^Z95*&^7S'\$+?=8V\$LFO\$^;|I^O"";JO5ZH*L%O&XDYWOP?
M4PVR30SDS>^GM23D(UZ1|S_!M.<-?K997Y*1KZ2/@KM=3L9ZP|WLD_13*?(T?@-;93C;
PDY MBM+;?HBW41!4EC-+?3LAD+QL-RI.O+#X|=92FS4|-C:,L"|I\$E*#E)O0)#JA
M*/N:859J5>7AC6)TMU9YVRR89X@G0C?"6)_QG8:??%MN9#\AOSA+^H^7H(1
M_3IT/_#+^"\$I^A00-"T4MZ#"SM8L'1R>CE4@PU(?%JCG
M7R"F'4|HYNKZD>.:JZY=JKOAU9RY1A?MEPS67%^^^#JG3Q=QI^O^KXSAZK/I-I
MW/'UB%-3*_XXVU'QOYL=%'^|.3I_MAOBVXS:K(=;;)AU4(XG"H3_*D'FK*J
MM%ALCE3*A9\8_O:66:L((T8":RL5TUF|J) Z1E#+K"8C/BL3_";X% JN_6I= MY:(6;|X,XP
H^HH:,N4*|D,(!KXS,MYE1<,%9-Y-W%5>57Z-06;:;-(-L MMIK^|M?3UW^7MG^
LV",%'QTA@?>5QH\LM!O=O (>A\G9=H8+EW|MIXUA'I
M)X>' +H=G"!V10_,1G#9F=X2=)^J9FYW:Y:<>MSBXV9^QF:F^.-@MG,W^/5G MM::|=
I/Z(T0@AX#LPF&(H5P4V+IQTM8+BSC"()0\9#Y'FD/PI=CZH,|+U_
M&_Y1.VCH50Y#PJV7Y)D=_7GBFMO'H;#HW"QP 4RP/Q#KZ\$V/I=SO#YBO12H-
E<|MNY(=C<^LOU1:)/6QFA(_ S9X1*^|57*/>VIG>|B1X,"K,4QDA\LM% M*B?!1,0|W/L,?
6G^6FN56VY(Z_O'/N%G1RJH9XDFA+H8CPP34IXH;B_28I83J6)1Y# <._RD:LI
@C+;^P^189P*) MZ*5=9ZV(GIQZ:|S3:6QM"M?Q^2|S&:V
JQD)@DWQQI_Z<J.#B+)2YNJ%JEBL2_@H);E2=V2W>FEW&4-NUM MYX&"@@1F7)A
@YF)SEMM2QOVZ\G->|V41|=|WY0PA,V;%B5|?P/M MC|Q=(R8SRF-
<&NNM@;SM06\UP7;O|Q\#|H\#8GSAB;_4H+V%)4<5MT25AU- MCJ;" M=,!(F&
(S/\$I):H8BF^%^YNE:8@>WF!Y7BV::E!L'#LW=Y8VZ+G"5C=
MM?'I:9,SG8|M;W*M.OY,=I.M_L%30?M!G2Y&W^U?RW;6AO)>QE?H&S|?_#K7
MJ)NIL\$MP?)FW#:.YOY7\I1Y?0<:#_6<'G,@,FL?4YRTMP+>-,Q*?.KG1A@USV M"=
I18%+,DTVIJ*Y,77\)|E\N2/5TR9ML/?=17WUA??8I!L-6P3-\$M"BS)X;(!
ME,2\1(WJK*,DV!>B5.&DU^4: ^JKJWM"RCOMO=NL,JO=CGY1Y,H5#MJ|PR55-M4E+S
MG-./GC+WTW"\AT: G#JHGQ|OSI80T#)R<%K @3\$ MB-
4RRS6GO8|. #F"M7#!Y|LW\$,2FA-5APH_ S-3Q1\$^Q1K)*R!?. T*VEM4,4&A M9&"6|+?X(?
%3/*ULW'N%9/Y#T>IS?4* MOL189K5"ITS*?SI:HK|A^*7ZCV
TIN!|S)/3MX?;HIR>T0(TIVZ =SG608 M&NYFG?*R5_<>6U@=324|6L3|
MF\$)#,Z/O\579W:S+|>RAT?V @O_ \1_@RII?-3W'K;|E?J!HP%?A|/ W4:;
M#N)"1TW|)^24H-CN+&&|4D6-BR\O_Y=WL6BE%Y6> 8A*,AQ1
MZ=8%STL!7&&%#>'J&(Q3+Q\$ 9|:V*_N7,NA|OE8;/E M|=N#|I?M??
GZ.=L2&=|C9'I_ ^%|_-8|I%6Z5K(-(+S3O75-JO4-8D|,1UN0A M*=A<|H6Q,XJ3\$+/-

D,JHFC50.I80'K@.C)JAO(HA4QL/0A:33+[3:7@#|035 M-'T5B,Y6_PG^S8UF4NV4:
).->Y/4|WM+@T/F M"24|:\$P:5 03UYA@/C+Y6+V@?@?SVY^(&/F=/3)=L_ZKKWZZ
H_S_D|S>D7Z)^4ITQFR[7\$|(?948EJR&J|HPD|JBR9O M&B|9*IHIU\ZR/I%Y%88BZ;Z-
OHIMSJ3#>IW#L(.8\$N8L4|WQ4+%2C?F#H6
MZ;U65((X9^A2'\$*BTVON"DNRI.M.;*8ZE,R/4BH=U.BYZY-ISK4F5?|GIY|VK.:(&H\$))
|,F'%|%|HU;0('4YPLEBB;7T|_7>VDP-GY)6|?#; MK+*|ACG6O+OI ZS=&\$:U@
FFVE)481L?+L"9|OPT:SUB83=<6|'ZTZWOX4M&
MOJ0/6=ADSO#J^N^E6V7CE,2>I*R#5&-K-%:@|/*#XMD=8A^ZUL_4|M#8^|&YA
MV0|'(^0Y1@B%!*FSWRS/@.R0=A|B-RBR1@X='15G)F\$C)=S0@::5I>SQ60EG
MKC);@|Z/C3|'^FV"S3|2/#,ZFI@*|8>(M0D|K;B)5_|'?V1P7_7@'B_JB/O"
M:|N4TR.I?;MAH'0":X_Q,^)^YM6-4Z\$+!H00+YG.OOQSPL%-
K&S#|/JBXQ*^%=1K>20XT'0B.|0M66913&| M^7%)'|@ZF8U/IQ+N8OSI!T8:E5:GTK*
P|\$_R*:@|LIZ-*0;IGY.D;5FO|1 M6TUWMB=>H%XZJ3BG0P%UB/Q|E14%8KHX-VYE"
JN,U!0%&O)GVAY|(\$N=.,? M|VG74F1)WAU>&870(Y?
T>B<+UJ"U.7(S&JJ*X:KD,V|&88C@|)B3;97!D2:W M5O9DOKO1\$BS(L^J:T47I+"#8
6*!=),74>%S=,/-S4CB#\$S8K*:\$OX|-DNRW M|-
SL\$3QPOXOI@F4>PGR9>CBKMV',)ML0"&::;LE(OL;8+07EUZKNKBR&(B#MV
M+D'_ \$3W.KQBGPTLO,IEQJMP@'QO_6.<&5;F;)W%QXT'OJ_0KUV3#[119^N+D
MH^M=CZYF^5/=Y4TT=_|_B|5>5M6DBG%QI5_'CX#Z7|!>'|+|I.WW|I|D^T! M_"8JP(|6-
|+>G+X8*3|Z|7(7NO'<#8<\$V|PP,R2LTP^3LF&4#\$\$=2_B5*4A_M)AW"'-
QQQ5A(8W|9SR^_ ^|SR_V'YYZV|.0CB)XT|IMN?JJ7,16NQL!FJ#BJ'EV*YV5 MDK!\$^!/?
1%JA/PAQ|1'A;XIMR:9M=IL2|R|KV)+)E1HX4H=7_|?G""TEW_ (^X
MA#U1_O_RG|@L6W'04J2,W%VS;XF@9*-7|2_:6SR5BT. MWR4)1B_C#'|&=(HOX(BJ-
UT>|!#^9'-!M%D>F7#G*JCFZR|YT"&L9JA4%@C&A MIM%MV6YS9"D,=G(|!7>|C|-ZF+Y?
Q5ZRR0#AXB3H1W3QYX4NA?72 M|*.XD/J5J&*/@G+K6=|F|
|_+=+A4U4K<^RPAE|VE8Y#XD@AY#Y"|@|1%#@#_ ^ME M4!MOC6/1(IN02Z|P?
>G")|I;=P#RY.#-*|+/\$SFD+!H.+TQ=Z,HZ;K>,LU;+ MU!"W7FZ7K4AB=DX
Y6""XAX|89>&T|M<|<>*5A-K%:P7L6&M*23Y1/,9W7 MC*|86%A+8MI-8OP8W\$)Z>E'-
_#PMP@ZPUNG%G6S= SUR*MO\$KQTSOJ;LD9#C MHD82)G#D504?Y|0U>WD)A_DM%
<8@'86|/7)%@+F0|PYC5>5X.MLQX^L7YNIV M;<8NC|.1|.49NJE:5A*\$1B#?
K""KH.6>:G+FRR"H5ZOR9!&
M%\$9,18>@-2LPH(.05>6"O|,T'S.!GMXI=7!\$698)=*D12<)>M_N)6PGF|G
MK">CK#Y;5MW*#\$=J*7*"%6N8.N@4OHAB",I:1W7H;7,#+>| ^?&L86V*+=RT
MP78GG8^++RX6+|HBU9(\$ND#*/K:1U&|/BNI07VD|Q4|VC>S'LH|/V|BG?FU
MD.OQA,PTG%;E@DG+DXI8|TX MFFD31A2B2!M|I-K>7AA05)YKE1.J\$3X?=%/!!F
MY8G<0Z|,,+KP,\$VIBQ:TWV|GI6P(29T@<5(2K;"R|R*X&^1X=FOJ\$NX>^NV
M#M,IX03AX=8-TWC12U:0|C|=:XNM#-LD@O_T#8TXHYCL2DQFW|,L"EOG@\$;Z
M8:_5"I"HM|DWD460Q^)/6|3\$;I L=XH@NJI-WW(8++J(|_:FZ? MA=2Y'/&NZ^K^0!
(W1|/*OZ;N)4K.44G_@X|H06PMV|D@|@P7EG|AHT@5&|_P MJ46_7/!7-^3.O2K+2I\$?
FBG@JVSP<>|8(C-EM|NKH/M*M7.W|3Y4UZ=G-&' M(|+|!?'|.4T\$AT,7)D??7H"W?
Q^+P1K%8&|WPREOD)+FUAH) M! S0%_6VP;@G65LYUM0P'YYV*4<\$|+,K7 L-% M#9\$
_=(+N>)'T,'SP:SK|1N9AT=HX-D.X4H&G5S,,:#-M;=<0<|X"N#A+K(J MIVCKT|
#,'Y\$O.BXO*&WI(0:_X#=#057\$M#7^U'G&5SLG/RAN5\$>|AHN>^!X6 M)ZGQC-
IMX\$%X^RVC-AV^P|@NUAN0*57P4YP,(A|S:-2%-P>'K^%4WRD\$T5CH
M|@QITG,\$N|MO\$02K7B|I|/G:\$|K|IZ:1*Q-)E)=.%>^S6I"ZN#S-KS|S-Q!
M+OV<9|@|@LE3!AA|U4/X|Q""S#R3=66^7X%:-#C)7KLB17DOJQ"#E^_*CES1>
M8_B&T6A!=7 &JVC^X/Z|V@<&UY-ROH_O/OXV_L+K|K55\$2T\$. MB?'R|?
I^I5.F'Z;G;G.G#@_CCS=9LM0R:8AY\$EQG6\$ZI4"RK@I/M#AV)L(HH
M(>Y@9(L6A)Z|+8_%XR|F>"0"%N4Z;--.'F\$TQ@B|J'"*2Q#M/>SM!|%.3;|
MG4=Z++_JH8=GMRIZ"PU|1HI|5-)=2H:)|@>CD\$D=:4XL CVWE6CL*\$2%@@(&
MSV=5(.S9!F#@%);Y#S#SK^|K\$JB8!+35PB=W\$0_0XF-\$ \$LJ@A)F:T*N/74
M9|10)L4)SY#9&F\$*7D0(.1|:U^3#\$LNF6: *RR(?2(T*2L|S8CE=,3W?YQ|F MH|9P|HBI?"
<3BK&YE)8BI;P@I'P|Z2. M<3N9JFNDD+C7>1@3-#RAYU-9+%Y>|+
X@(|O8=M_YQVL8PF,,6#%F54+IV|@0 M1=@:8|(-XZ61;V8C,%@P<&|"3R86AKT#@D/?
VV>FZ|9/*3!"^@.V:@5;"484 M\$G8|M'78<*-=-_3&GMS-6L#O*+;MQ|M*YZ?3%Z#?
&I/'58EA0|JN-F.J&: M>&B&#XSY7 M<P|J_854(%_(K-L,,&\$F1|M8-(C'B&?-
&C%HKB@;ZDC"2|#@;="=|/|>#)W-* M*FPXHC,YF5K?N^:DB2NKQ-
PV79J4J*Z\$:=K3P=CGR8_#S@K?< C7V\$Q|QT(< M^<(^!XUR|,31\$"#O?

EC0!?:L5>#F1B\J; 9NB N5A0CE4B8P08 WID@OU19_*DC723,UE#SQ#8T>*>(?0,,:
BSVL M4<)RBYHH;T1\$(1V.JMPM GN 4W 91T-4%HK[2\$*75F&!0Y#"Q0)-N4F54DD\$
MG>1F,*;_QA=AW@*F|HF=>#86.U@G'@ZN7?V!0'3E(H(FNYEC6*0_,DJ>-*I
MGF)Z(0VI\$|SVG5\$+JY01_*69JHD4;3C*BPMN69YL#B9?IR%M?/,%85@S(LH
M1)"PCO\$6O.F%|AA C|/E^*ZSCW90N\$)?4W*J01*E"+#-FJ@+LV#SP'L#QD M&[M71?
X<31=)5+J(2-KY2_;;#Y4DVEDCK-3E'&#N=8U\T0|L:+Y,!(?LU)J\$R'GG6">7
M5ZLRQ(1!\$W<7% T8SAC(T,2A-A: ^2TV\$@H+A/WI3,IUF %
(MLED\ID:AA)E_H1J*|+RD.\$,2ZT5 M|\$=BAO^>\$FG1%!:(781-?
U1Y7\$1QR.|#H>;,1:%EQ",7XRLNR1+@DJ/J*DY(E3U5^F^MK+#S(AC4&0VY@ MY1
)BP%%T#*^2Q&#*/4;A#"=Z"<7WU\$8+FM6J='W47G&OF|KJH|W3:>5F5EX6S M"#JTA?
VMQ@*#.,?D.|WWCX8BA2E/B/?T@N*H MIV_N;3J5ZB(7%YV"9BS0=2VMFBU\$/,0%
)G!2.\$ MO<&.,R;XRH(S,_.TE^R&SAT8OP8;QXWJ^;,\$>/MD.)U&*H4\$FQT=^QY|+/%#
MYS"i-GPC9H2(1"K7MW%6%6")(*-W;*M*1* <5Q' W K |#@ (36UFH%\$P2-Z
MLVYFQ@!18?#.8MW Z\(/T&==PL*Z6@@Q))E=0'%HPE|01&YBJ M8;!&?
B>3M1|"7#DZP%)IE5,,_UJ UN)CK2CUJMAY@>_K:7@AU?,ZQ7&F(#K
M#8:38\$EFIN^)&IA@M:BZ|J*1ET>&(6#=#".|3+2BHG|_|&6NG3ZK'?_X&80>
M^VW2'Q*#RZ7%J.CCAIBC\$7I-)|FQD0G+Z*4 MXK|EX_?=@J+"F#!:Q\$E,#T\S1'
G|P3NK|,HRXO:W1\85_.08%3S1*5?'U'L MU=?
RO'5=85TD3P_ZHQ|_\$L0+BN1Y4R3|UA.6&^-8*)D4G(O3BOT?B0|.L^PK M&|8(6IM'?
L.V6ZICS.XE45<:P0X\$KO^,70*Z>|AJXE|%/ @8D(((<'TX>(2#\$ M*8>8Y4Y
&ESW_>*PX_X\$KXUR #;(-L1'FV\$_)Z&^S5#NE&!1A/D4?K^U_=
MM!O|UI7+!FJJWE@9KLZ)M;YH;"17U+G-D#U@(\$S\$YA!#8_L+*%.^3C9KM5P M-B>8!
TUT|*A9RT6'-A"PNA3PBQ)H5*"C@.UD1"JK/B/>,(&22,|7 :!BR,
M;.=WNDGECQI_WOOZM+FA;6UJY|+A+J8=)|;:IL4U6|)P*L*0_6WV-U|"UW?
MQOV@1.,QSM^35?MF"?I6"OXA>.5AMC\$/JWWHN.|\$*-QJ@@5('':SK2N6@8|3#
MVVF4(RV"BR4,*U1<>D6|QR\$'HM*BS"NN("E(-8DUY(RHCO+<F<&L70%:(B
MKJW\426>J0XT|*R\$F#@9=;/@IZMW T@<3(,)+VSEKZX:=N+%59|M-9T|S,DQ
M"G<(PK79)OPAZWR.=X0*Bj\$1MM^ZX02V%*V@EXY*^L#V&YE
M8ENZ&H6Z|CHYJL4!./':KBN?:OD'QBR\$@^|97D"W&(V.P&/EZ/CH6S@ "76+T
MSYWZE6L';RFE:83?Z^*GFB*B'|J#.\$4KPL90HM3;SSW.6'--OR'RNBI3;WU*EN4 M;
(SVW;^0?= M/N>O@'|EW<|\$_|P0/#3P>KZ*
M:MZ(*_6K=BL;PZMS1L.D+O\$+A)B&:JZCV\$+'0:/V(1-:=ZR"56 THX5MN
MF,X20W0/[2%"16D8E?LUIPX/WHQ%L6;|O/DFB?..1!095TL_RMKA1L>&@#^A
M|GH;B=N^#_AX"WDF<|2X'1F"SU==/(B;>' /3_P\6*"QW>+O,P9|/1Q%8THN
MFAP*C"ECG'3;?ZP*C^6EH)H*&QZ"T^0:MCE>AK&E|I#I&;9'EAJ?*<+|WAO1(ZD5^L;MCJ-^_ ^RN)!;|NUH4 0B897Y)598&0
M3WT0;U)217!3GQE(39#3'OCQS#,E|+U0HE!+A RLR%\$)|6E^JJ) @D)R4PG9E3#9W-
1PS,#;X=FV)EWI5VO_==Z0 O!H!"7_1B)(X!' MQ@.3BF;1VU)D#&6(VD|WD1Q%8Y|/|
;4*@94L-:DE,CTS+/DJ;CXI(%X@(_ M5@H>!WC^&#J%;<(>|S4
S+>SPY>G_:%I/JPO6XD:SEK;28*;H*0IHPN10"3
M\$:\$N\$Z,NFN!+&855\|@U^%>IE'1.P+I>+86'47=-)936SF|M"0>.:G*8?|I
M>@9W_:S%J'CA|MXG=;=3_L)MW,D|XHH|3.T*SL1 \$:Y*1(W3H,|69@(|%BOD
MVYI3;R,=V A83) Q:4%8+A;J6S1>&^V%_1\$VDO 6SB\$K9C9C0I6S+3NML*Y: M"0)1+
(@,RP,5|, @:P&2*KGT\$Y8F^Q|1C Q;'TE)|1>.?53>"FW#G+#P2AQ
M!#2*._9Q">OCH|//>#.-0S:X!17Q<0X01'T 1HP%3Y6\$6)N8 N?-@:>ZX49
SE33DLH5&1&(2KZN_V3FDQ>36TB*\$'^:PBS= MP'\$PW@=,"'?S\$*Z-
J;2,X2K5<0W8PV;K4P|9B|<.;P(?LFRR)4%\$|Q|<.-1 M_H&B'
//BFB>RBJU(F7%%XLM0%2M^4AMVB3-,ZN"1LMYFOT|ME/KU+/9L?| M8%20
;K74|HQVT-\$"<5@-K+ / MX@":.#.(=K"7>,C?GBE|/ HV2=
'ZS\1H;JAP\$'"&00SC/RSI!40^VM(D1A*W=_C8J(+ (K:E)SB!?
VYJCN9%*|H(0)%=A;|GNPHS YFM8=\$ |W M/,U;)-U@O,/A4=A8\$BEC+-
G*A>A#J,.%|A4\$BN&XHZ.*8QN3XRF>-QT|Y-6.@*7_-.|O,GL6?U/?|MU7?2&T
M,E>|DG405HCG3B(HESI8FPXV+F8_OT^#-G5FXP_\$S| DH" ^5\$HH?CB?5B<^&M,+/G
M2,B|),O0C+L.BC# '6*/S,TJW|;PBSA@8FQ|T65!\$LJ\$^A.(|AFZ_X|T/FT4'FD=_M"U|
MXB!71UOXT6JOT@,+JU\$8+9(Z(_=B|X7FOID@M5DSU=^Z"N_\$^|'291/9_8JL/UO0|A'(I
W7BA;EVNKB#:0;=LR47^YJ;R8G*Z:E|\$6*09:RFZQ (DUPX&,RD8-
EF3*'|CB+7DREL/4MB87CCRN4XSGP&K"TH-7B^JLX Y0*>PE_0:*10A+F|IF
ME52%R^CK^Y5.L1\49);(-|4|^M<1MCK!5J>5IP5>(B.TD",V;CD3|SS-TEXFD%FX6M

MAK@(/.!EJOJH5BC@!B; /!PXRm-+C1^:#D4F6>-"DFQ_7'=?O#&YRK#9,E/M\5^J5O-
KT*!-9TY<>\$.RH\$*^W&ODO#PYCWC5"SO76
MIKEVXOKS[5BH:69VFIO:JLY]5!^J(N,,/1#6)-LG=#0RQLD T_ %!A!3N(M\>^HK3"3:-
Q_@8!\$V7(6? S!/?D1K^U.LPYL2+()2QRFWI?TCR^VC&W_BQ3D M#5X4NY3QL
22,CNA3!1-J"F6D%<9B'BON(7!N%(3!XXT7?F39Q9-R4K06'
M\AJ1P,\$+QL_06\6RTWE,,)!\&8! M1=5 #V/N4B.KM2D
YXXGPXYFRJYV3)#FJ^0!E.0/A!0,@Z09";NCE.RX7^9 MJ*((CF15>++R_E7?SE;W\J>?AW
MSZ;\$@("(?J"A0/H%*WK"9M^D9?Z ^Y'MM MLOH66CPI55KFRL\4K?
ZK32LMC*^E\$1EQ/Y?;VA\AT2CR78=Y\$H@;?85(7U&=\$KM:8B
M"T%MIOKU*""JP"KE+&M\,'^C9>X1G=.#DX&+S@!Q1H;?Z\Z/9%8P:Z=T&K\
M5:+X=)B;GJO!@!+\$BQ#UXSK.\$S.LU96X/WF1JM(#!(V&B3CY!%)+_X!\$S
M0,R+1U8NX7+ZB/[ZE';"O4JE6"B9B0S M&+!)MLO>_)EAI9%4!^6>%<6K:F72L?
5WT&E1Y5Z;2:I+""\02CFW,\$"UPYT3 MQCPP+7'H("=#8_V[D9S\$?D235AJ0*#YM?
FANMDR98 WJ?/""I *6YX*9X M#@TNJY*(1@!O!N%)C0_A0;!RED&|/ZOZOA:3YV?
D*U(C,7HR":<'Q!_# 'S M6, T,GDU8H7&&# 'QP!>]6\$MVS=)%U7/4+U(4&79O>%B?
#H!+!#\$&=<7>2@* MA4X2*9,K%(*J+%_['Z%:908TYQ^ MFO+1PR\;W?
L'O^!H"&_ :V3HV?(X3"5XXG7Y&):2^!2K_\$!L-W4XJ<2#1%;FF3-%@
M^=\$T@>5E2]#\$2##8\$K\ 3/PV7*H%*U\.*+5E;W\4N85G-UH#G-1N\0EV3+D
M_T_G&69&5J RW#
<B10K@%UWD).A<77W\X6;D:CJPX_\$%!\#^YMKO/E^UQ7>|LZ\QRY9;K=XHL%O^A\$-
JO5@_MUL5WQRGL3D4,A#E1B\{(>*CI*Z1VMEWQ;.[MY?-.?
W;7X_#_>_M\H\G3\NMJ4_A0.!X M:MTE5YP0>9\W
WXU*W>|Q(XW\2G+PGC;)\KZ*#FW4A=;LU\V108Q=5C4BQ\$-M-B3*/\$S\WBG"H"
)F\$^<3N7R-AJ01:+#+2;YBVNI M\$CH"39F 357(B%T^(HSSL%HB<2*X+5,NR*/XHW?
YS/O#8YQO9\0K-+1?IE8N MP*A,R)J/9,+V0,D(14"(^#0!1)LX)_,\$?0LW8*CI'-#!3@HX
9=UEZ)-H M&OSZX?*!.&2(-5&RD?
H8!,>UX,S!OV.8D9)GC_+ #587IC?;]0^BU5"O!V1C^KU.\3'(D#XZQ(!8S' E5*W!Y5Q
MMV"/7!\$A0R7\?-B\Q\$ \$ZW09'=41&\I&1(K#YPM(!"L^UREM+MI".BTT7";BU
MYI@)%KG!T).U7U#I^@;K=UO/V@>P*4X#;2F\JK\$EN%6)-YT'-OUFE4Z6Z58_M
@03P85=Z2<593)^,XY'#LZNV_YP+4H#A'Z*)+QJ%D719KL"@R'SWSB\{(!
MVNA+\$ESDN+(?0Y=S75*:(10S(\HCT\3C%XD6#D:S=
M:#!K,XGUNJZ>CBCMC"G.ETB""N;)= \$YP)%BH&X+FF*H;9BVPI"+@6L8OF*
M>K9(7\$I"GA^Z_2PD9%<C8<60A5B@H?% HSUS\$+ #EAY&&(1!&'EQ450! ?UO
MN">:H%4&:K&(ISFJC=)A MEH_ %X""X,!%NSR/&A,)0R*?UA8#4I(N\VEKK97UMFU,/-
H_ PE4DH90+4QJ7)^E4DF,3CUVX M.86NSMRE3;U.I5H&U48+Y E&H,ZOV4O-
FA<|>+E\HW8R;]I2:=8;D!>4Q*K)0\;9 M4BR,0&^C;7-&8>*|J:DAK,T64OR5/=' \$7F\$?
CH1@Y*.-;WHS/634\$HVA6N! MX'603.XZ5ZL;S/E,WDS!P,0F'/F)OH>1<.^D\>N\RLYB,*,
(J1D?)@SJ6L, M_YTEX5>8DZLJT0?!\YT:_HM\SX\8,B-(SIQM6J??09,WS?
RN;5AR2UM&@5HD M;]>:=#EH?4L&5\OK8\IT(?#!T:M;;T\PHB%
(0+Y*C:O&;EAE*RL=Y6BZ,0 M7,\$AN(C)?J3 ,M5SL\$^?
ZSH%G7_CW!EZS(V3PI# @S.=V:+B7G@6W&1>\$<2B
M_NO&*\$V4L!NP;!8D)\KH.^(<I+"";N*5?;.:9>T1T* R9!BW(#M;47<3RK/UZZDBB""_,4
1A!\#F3 MO04,2F;;7!MWJP^12Y;J=WOB<7AT:OVG&H.Y#>%(0Z.U\BEKT&#IH&1
M.PI_6X\IE\$,EK=QSM&6VD9TG3U<A0\$)
MOX(:V<^IX%BRO%<2:ZMBA.T4;JMNQOJ.UAR,6"PQ4R&X9O QUYPG;"T)C*
MK5,_Z9F5HV/CXE\I'\$8V7YT<'MOY,F.4\E*&GJF1PWLWQ*NVN*>0WDJTU78Z
M**_JG(ZZGA?KG2-9*J+;JM!;!K,*UW.3JD3K M2U561>|Y^SG/JI4IS\$IB)4R3
M++>_Q26&J\;375SKDA&09F1&WG3MYA2SE),"8T9BD/K_ \^9+K/60C M-
#D*7>B.+D67\$Y-A*.I: ?^T;*NWB3+(X\)!J"M^C2VO@9-G"2.!,&
MO9IP\VDQO/>C=^#)EM'KYAQ?OX \$X*+UZ*V.[5K 1)R?T+\$,_ SCU9H2FHWVC
MA0KY.6&2%;TZ\X/#\&,6\,.\!==^00,A@A(WT992K.RX;6@EZB/=0\ZF"RA
MX\7G62UE8\U4HS_,B=81\J^!\& 93TVL^BCCA\$, \K\$S/NFEF>0\$R\$&^(U=+&- MR-?2*?
%TYN%.X0_!\HPCQN!D7#3**%Q?@ZT>QCC?*K(4K */GJ3Y<JE&<M\!=%?4))11E!1<
MJ:8BKL4T(5DL833XK_Q=JXY9A-\$>,CD Y4O,,%OX8X\F:7;3",2'83=4X
M/(.T5K%+=XR\6:M\%&W\9?WFJ"39SF1TUEMF\$L>9E8;YLPEDHPRVFD>:8O:
M_G%/INS)WX-W<%R\^I@&GQ#;@-<^()T"56BA\/*;J.-9PX\AECL*,*RR
M^368>;ZX<4EG:AW\A00!+@14EVI77+0WA"V.6XNH*<4B<%3CHZ5=BQF%.C!
M"/3\2@?OP3R\A/_RBLI&I@X5TB18,:.)6086;VV<\SK2LJN1 H&#E_SHZJC!

MZ.'RB"POY.2XP\$PJ7'OV('Y!NXX\$N@2S:K?.Q)F_ABNJSC""H&9#PU=ZO_F
M16MY3\$[ZR>XKJ2B!*"BT(?%O4'.HI\$|&ZTJN\$K3LU-0
M>1M'&!T4V1!2/6#DJFCH>.^1Q83AJ;A@)4_O"LOOMD9F/J><11T:|DA'.J
MF469TK@V|EA&;G|MN|9Z%?MHD_Q&"J_BXB|F_!%;T1K9@WT(DL@&B;\$8SO=B
M.03/5.Z|SKJ/89|G"/P5%:M*5.B). "3X4@ZM2|2O&4&5H"\$&2-LZB46GF;\$
MW+T*V05()%)J8/H.^"EP)8J9JV8|">LVTU/4;Z|3%2AH%U@M)F|YUJA>N!/?V+
MJ%L2WK=&@:PS\$VGK<7?S*_(62("L|F)CQQ&14_DUZXK%=)B!KQ>M_:J41F5C|BE+
M/IN#*WSPA"KAZ%&<52TI3X.'M^R(PZ.I#:OYI%0VPB;5VO(NI5KYZ:W^V>5
ME1*8IE;QW_1"RALD#G8/-BU3EH?-S(&4GE)C"0S'^^08M#8QZX53/0#-;@U8
MRO+L'H2Y1!27HR."ZCD|#-3!|B"8O,NKHM!)09|P-"COLF!R/ W>F3+V|RAP
MJSS.;,_,17.,99,*;M\$X?304V XY|H//.J.ZPL|>|YBP56C8HQ76N/N7O/
MO<.^OVV0'@Q(+FU" Y=JF^A5*66P&/LPAPUG: ^F8<%" ,+,SF>&H>/'23VLG#
M/4NBYV@%5QF3).%&&-=N|JK-!CHWBRI',V+O8CTS|CE7\$MI2*))R|%G.,,8
M.6"M1\$HC*)R0?^H|FWG|PUX288>2J>? JSHZ_&S79A6I@-S4LHM./++=|K&M)I@)2
|K?B5,'9\$6%>#_8E8MS4ON)4|C1>H% C6X)=MF8SNBQ*<')|&+);YOXK"X&IR_C;;N=SY&
<0>4T'MC',B8+! MG9R?|A5SOAV'2M3=HDH<5*|X:Q|^7_2_<)G>I84/IG.*:V^C;&4+
|FA&@=@/75!1AJBVMZW>9+9<(F;/>W'VRP|#3V<'I&'!|M3H;A-
^QO!K^8UOV*&C5P6;|@5OLGC0_2SMP8S@Y@8/P(C2H:HFVN:INEO.,X
M10<^Q.|'7PZ"=XC>^!OU;@NWRBSXAX'4|"IZ9A;O3T#^4*9S.T/*0.*@MX-2 MAO@5!/?Y
)PL|E'_D_%*PPW-\$O39X# A/=|'|>.;H7GH'#;,%FR*3H7O|0*;I1
MUG+U25#.@XH*|V:'MSI#7\$(.S<"B4|0GAA9X;/.U(G6S+UR.<' MATRM%*188CHOEH-+
L|W MZT|8FI(@-|1N|39">J0|PFA?23WA"C"&N9_1|AQ@%DS>O=@ B=?6'&6N)T
M%E@-C5:#7Q)5M06VD0%|CYG_//C@68T|&)-_E3|O(I173/U;Q/QW*E&B+JF7
MI8_W2+#0F+Y*F)2Z7U0BE^9-=^KG;8-O/VZ_C=O/9K0^YQFNT' L5"(%P5UE M|#
<;%0>"E(TBC3ML_&:/OIVI MU&N=)J;OV!!LPC,CVIAR?BW@1\$J)1H\$86VH0W-
::E=/'T7C06-J<("BSU;6 M<_3?(\$M94TP0H<7L;U>/=Q:KMJB|4WE?
51"82;NL>F8|WXN8*\$"(\$L?_]|#/:G"E3D047PG6TMM6(S1\$3
M/5Y@2>;31JU\$S&GI3TA|X?;J(4>7)3V;|0UN>/%8;)708O>BU.P;3N%2_F
M2NWFVG=XR,?+. =C|VJOWG|953NXT7+>;J4AR#S\$NU"\$8&QC|BA1ADM:A;|I
MCJC(>&SBV|2\$ _9#*.Y @-Y:S)CH;G02"5T-A|V)00T_R*B-Z9RX|Y);;2
M)X";85US;LRM\$^EVWXF4\$*[W|P!D4"K4'HS'F'8|/E MDAT=@D|F=BN(.1&5!OWM6+
|D@*3_#_R.|\$BRD2)N\$18X5DYB6^G0H7+K+V1A'&Y:2AE_QV*.:C""W|4R=AXSG_#
<|X%!=|CB:" M-@WHW/^,X8N2E(L_0!1O-W8;OXET_);@0'),+? \$#+^M1<2TK8HES505-
:Q8W M1%!=|Y:Z!4<|'_^WYPDTG|7|\$V4M-.CIC&J.U"9GAL(WIY|?O20RA%HK\$7Y_9
M0.T.2\$MJRJ^4M4W;-Z(V#+*LNT8!@RXJ.5|/Q2^F%0S@!6&M%%(%WTO9P?W+?
@"9;W4M M07"1AC.881+Y6MQ7CCZ;*:#PZB0+;;J3VW8'@|V((ND.1);NX_G.B2:T7^|
M;FB@6S'9_Q|+K^3M7#H71WPB|LV/)FJ^_Q?;*D||8ZE:BQ50V9)Y,V=)C(M-
&|_|P|_PW^|&L>*JW7WG0V%B^(AP4B8C+T%;VLH/Y3A1+0|MZYIW#VUC36
MEA;0NO;(%U_D'52|7@J. MZW7%X,KF93NW""^./AB#W5,S:6=\$:9 MN%591^ZL^U3<+
/H@>%39W9E.CNZ>!UAQ-JNG(|YQ3_-D;|X7>GVC)JI*?^ MPKE&
|JG:2|UUB(WU2OQ:W\$TL\$O7|=MT&W&:>DJAS2A!>D8?=|!_6|(.V|M MEAS"A8?
1=-07Z'HJ_E?4)|Y.7^Z^.WR8M=Y@S\$E|QR|O+X3"*=Y\$25BOJA\$>YU8IBZ(_2U+
M.F@CPH67KD/ Q9P7(J#HC|F)4!0NB9FW=[Z6L.U(\$51QV3:-T-^Q9-|+|8F0E?
*&M>D716%Q3D+XA M;->MG8#Z|MJR=H!-CU)!:_M)XOR|3|'_GU(<|.F&()
^ZWQ14E<;A;|++8< M|_80"NRO|%<_EL,J'HX M?"CAZ*00A8()ON5^JE3#R(I&8'3*?
1&"V4>1?":)|@O'T2|'F&Q.V->(_X4X M%_R=*W!-:Z9D'@P"Y6I+MF5&AP(>\$
|RP@C*6TOM9S;2+2MH+" MO-#HX U\$:4ANZZ<*J14'@N#8Q(G_E;|MI4";
(A@7H:AH<_KL-2JA@D8#A6W'9 MHW4|1AC8GE%P|CGF%)K;5\$7C6OQ#;%*N
|C340|1J(X^^4:.6O!NS-H*H9 M#-RO!'NXD0DVF\$X?
O,YFYA>DO:A"5|E90X8JLTC:@H!003JO", M@^"#:N&T-
G2HM_Q4K2GA%T;R;;JZXQ3|AXFG7C06(99LO|WE7|^\$593X*" M'6&OI'W8-
5%IO*|JL!VA(Z&A!+\$3FOVH#4@W_Z>4EW-EY*MCD5PL80AA>H9
MY4H|725CT.LY\$HB'5(\$|HV'E|9WWVH3;Z\$S>7Q@J39HSJCL|B)|;324P4@;
M1^X5C)3/>4*HHQA)S"WYOM\$?')|&2|C_3>&U&O:7/5%)9;|U"N+>T!BT-2\$
M.4Q4KKOA:C:#WGEB?7APTID WE:PO|D<'Y^^WK<DF/&4+C)N|I#;(_
M0XPUVHAQ&_FEH6|>'1T>(|C16OL:_WR|F"_@-|;3S98\$G/>87NTDNK3|E1' M|S=
CT!G#(BZ*RB"A6%0*U^)^6 M8;|. \$UNBX"WNWTMYLR!_9E|(S1;R^L3<9&DA8(:!-
HX8VMA|>NO!R'_(P1)" M_@. |LZB2|*LD0WEGYATFR!9456L@2&A\$!/*R;-

VY!%:U@/I9G".BQN&)%2@ G M%.SQD&9\B!./JHU1?5.7ES0NVUE#;X=^SV^X5ZOK=-
PMGH;V(112I(JB1@5 MK/I@WGE<&D6*BQ?=-,
V(B'5=K&Y13KH5:R>FO+1<I!,GB/CQ/>H#60!_'=1 MP?JD^5W8 M?M;JT869#-V/-
D)@C1FK;0@<\$4@PEIBLVP;:)24[U/I]*2'"9J*(3NQYXMC0 M#@_.#@ERXNC@)!ZC|>
I>-21P2J2OXI0+%.?/'N*%R&T\$\$.+?
AV\$F(I'8=02DZ.P/L!8.=;^+40)JH4N'=WAR<+*O M,OR!4Y\$*(FMO80K8=-'
M)L.88L'=66K-K E>OW (-C76WY,AI+1-^O:)X^+^#0(YDOE\Q-3(&35=(J2
M4YO"DO.P17\$BI&OP(HB>^&HC^BS14)EUP*\$2.5W!/?7I%8S_A@!LB.(S!ZN4 MD-
=,3T&&_EVM8@BL('V+"4#C^L6,)CQ7Z=>|6I7A&KG#^P?; ?\$A[X/"U|&#
M04R5;*M\$1^P,ABU,[HZ^YH)R|+D)E0/2#SW,?#8V&_M\$|/XYB5@C@1S;:%NJ05J
ZBX!?'S"?J;N.8(IS5+O_F8/O_7V&M&%GP"K 3U0K;ZYF>|56V>"431'N"
(G(K0X7JE!/>5VAIW)-<[V9A/W7P&:S] M<)|)(G#; ?=+8=IQ7?
P\$CUZXX!!^TQOKZA0+17-B2()J+.(NIG*BFB)&L2M3 MJ,VC&+S5TBN->PU-
#7.N<'.PL*CJJ#C+17?M|=ONU1A:*)@^)^PY%=R#NO;M M(|TCN!\$W|\$^|#,I'-
*9SG9M+7QJ(ZM%@X',QC9-B"O;_N*ML&UD:'F*3..! MNFJN! %4V3#.\$0
G!_RX"i1R)TQE6&R'F=1 7V& M_Z3B7RM;3.K?
1WY=6,@E@41M;:RD:*3*5\$S2P#P3)DTJ.Z=F*#4V.9G+V:V? M27=3R<'E38P@3I-
WMZAGW>?6B(:T=C<19EVU90&)S.ICT2(6\C?LWQ-A4L|
M>GCW/MAL=|H!0W.AP(:W2"0*9Y>T,A\$6'K|O\KC#-_)6!2|D_C>%\ZWVA_O
M&'\$#L%1,-?X65"^NL;*5*Q8VJ%;^3|HY|H+;5_A).&&.O>SCS/4:JE#!|H MBI"
|Q;MM;W%\5L^!1M-&TO3!>YSYPQCSA%OG3#;O#MLA@O^VI,E,.B1-K7Q>+/%A+.M.G;?
6%;@EQ6DQA,1%15W<')|V LN\!SL)FJ 1.>V-Q0?JI4*,9AA|>3|@,<#J4(X0K"^M|.
|C|^-|WXXF8|OVQCUIDN^BF?>\$>EH-@*/977|+55==57T)"-=2X7.\$(&P4G7L|XA)RK|W\$E
MG|@_>|&S|GC64WD205L.)JFO@?5Y>HPVECIRRR*%W%0H*BXX07=/4*.0ZU71NAZ
LO\$@"E,&P%9XH5N^91V&'>NN4#H=1;SU1BN#?RF3ES2DU!+GJ"2-15X|AD+3
MU7SNUL<.X6"QH#6*T%-1@DT*+-DY=Z!IN,+%|HXW8FS;:BS?#0%2QQ;N
MIX"2Y9;PB|@CQ.@!BR,&>P_3UW*H6%;DBK|@%|(&F1G>R5X0&|^E/H%S=;?
MJR@^J9 %, @XK+%61JPTSJ+"")\65@=EF63EQY9EM>U^MH^8)I?S_2=K!C/6B
M^UK@^=1?5\$HJLXMD6G=-MR8VK7IC9A30\GY|H;%;_SH%81:#E@"@4_|87C?VA'5)
V.I-"Q MU-I>/|5:9?"69E0J>&?=GBN|2E1(2F(*@|13DA3J*H2'&KS|@&H@757VI5?; MZB
7FX^XL+\$D/V:+7|R%|)-09%BFLDX1\$&M.?MP>\$10K|/-(KX|O##ZRFK
MPW7'&>SN)4?3E6\$?9^\$O9D8)R_=FIUW7=UIS.2_9&#)K?6>9,1)1K M??L+#^?
|.LES)T\$+G^#|6|>|I"7-B+P?T!S,-|6QLLH;MKX^@/LUQC?
%!WW&1M*>+V/:0H1#XOFET"&3BJ**
HJPI6&|+_|B|V",|@!V%6K%9(W5OYK(3Z2@WZNH M3+@@5*C3VSR8IKS?
1X(=0P0|IMWG XVU-ASI0D.CE:|#DCV.LO M)8W_>K?ZY^3@|:A_GB-(;
Z)G2GLG|.1*4I,PF(G&I%I#|:;J56\$,&|2M\$A M=X'4EWWA=C2D7B(C;:FC&-
L417.E:FDM!)|4^P|O7,|0ZV"/AO9. MA,KO4AN"7&THJP2GL*L,_S;|
(GD@;:>G\$GL;94K_AK#4D5)Q1\$6M2Y+0"%:
M_1!.,0R_"O>CQ|6(JC^G7JGT*U%'F@|!);C_)1Z.=>Y\$Y?K|:O>99Q%=BD2&
MY1JSZ7D8%TQ00HEUC)8XD7\XX|J(B|(F7H##_4/?Y%E3HZ1';F\$3T|PR3
MY;:\$=A2#@9|S^#^?QR7!'|2|ZOD".#OZ^G0W+T;MV61X|PK,>+C#'|@W,PA&
M.9@M3=V""T+5C0M=S"00#/(8MAN)|%:89Q()=B7#V-OT-:KVHN9!L0^&M&Q
MFG^(POE3C)|'T*22|X7ZT/3C6D%E= G1_ECF82|VL5@OS4,WTR3)!0AT80\$G M./3-
PKS2<"XQT6U19&%, 'AP==Z1:Y?X"P?JM!'S4OD|7|A-5V%BPV:7/KHX M|B6L|C4,R!-
XVKG%#Q2"!A|;E0^9<;!/?Z='KOQ=QTDY.';U+\$|^U;^-=-O-13_MP*+3+4" M:#O=
(UL#=#3V;1Q662+A|CFM3_.50?SUY_?/J|T:XX>=7KZ2AW6_@'|YDL&&
M;EZ|;0%YJYJCAR!G*.G^|Z"H'.M6ERF|Q|CCVI.V,R18|71I,2;:/NI|E.0
MYX&7E/N3_9NZUWNR,+K*RU'ATI|JZ>_/|VAJF-'D/|^\$PB0|*GL.)U'^S#V
M*Y|74Z|,9^(C'1.OFZ6VHBVP:QJX0':2#0GG+N+VHPNKB>.\$9_0E|C%\$68
MQW..6X6)JN S6+)9|"LM%BW/<_)UPYG|01M1N(%7F@Q-DW91<'X-P6YZK,Y|
M5\$7=GF3AS<'A6Y#R)POV|3X'_|T(GMP!)R7|U.W6T2*9:G8B4?A?""NYML
M%DPNIH|;)+|5K|9:44POSOK+@;QVQ|Q'B/C?
&\$U2&7)N_F!4.'|=U8H'*I4YEJH9!_9+E*LK76_MLR"RCR_*+/R*
(.=8*+G46+XUPXHN=8W_P)+@E N=LL6"D,H:)R3W:7\$I'= & ME+/QA7%NCF0J)7-
H37Y!;?=KP1>=;|8_&!>(|OYD8?G0;0G+2DK/YMK8G |D M%X:ZS\$IM-09189X194
|I'7_%W,|FN2&^W\$T(SPF%ZDM\$|2RCC;XG*PFRY M=-^):TOV& G4#-
%CAN6|W>K:T&XMM**3LN(>/>QE,+?!=,WDU)(:'8(VF|U%1 MZ|1*8>Q)H5\$CC!)D!

4/EBY(2PPEEQ::%RO\),U6R%Q35J/KKN:,EB?I,T M'5)IF9N(!1X+<8PH2T^,=(B"-
TU&&YUK?!\G04SI*(XMB),F:2@YP5QH39WT
MN08Q7'@^@8<&NA"F=I17R@DB>B>7D'#6S!N-92N&?8A5!*"5\$I;-4=HW@AJ2H
MZ=SPYHVD<|B2'F_V.QH:2.>289\K'?QZUW.-|2|X'CCZ/_Y2QP>O3DYUEJ'
MIV^_3E!OV_?GIU',P!|?GKR)CA;G;T^_Z.SUW\96)7,=P'TP@#|.|>>);7M2
M_32<"_LWY3T9MR"Z6UT/ M^5KX7CIT"UNLMMNRR=,Q!?(IV>K-
K;:!. \$*8H6NT69JVKTCLE%K#@X =R\$NY M9B^H"W, 6<-
&^8N46LTVA+B,5W|/0>=A; 'V.9\$C1L>^*[K4L.G"IDA'C,,
M!>RA\UJH87E*M:.*#K2J%E\$,..5;|CS3LAZVT1%@"^C/Z5=A-Y9
MUH7;|*:.HOV.U7D.;71WH=J>% E(V6M>(FY%C;B6:9NI4'8Y"VEX8 N|R2OH
MDP_.GOYFZIK,LX.1E_<9:EKW-/T-23\$|LM99!U&;N)2F\$=66VY""7:@XX?8N
M>/=">L\,6Y3Q9.J%J7UMD(\$#P2\$%>&W|T\$/WU.>DT>UGKZ.A6>QKZDR+
M:ONJ,2IY)_ 'Z8HP\H6ZCA2Q*1)ZG.J8"TRUEUV_MR%IG,JG".+WBODZ78^%2? MA
;L?!.5*:.MOCIG5>'P7IL7W\$7?;4GET6-ECOU2O'B"HI^#B|_|8^ U;B<* MAJ
\$7BC9X181LL^G |;"@7GT?=E+!C40!G6S@JN|B X+L%,M"@ M4%9@P3!61J%OM-
\$79%|28(X,+D4O:O:W%*WZB76"/.?9A|-X2#11;\$"BFJ.
MO@|LPO<\$P@B&*>K/.,*>&F#1TJN+,&.,@8XL)/8ZU-CL,K-,@YC6\$<4&-@|E+:(8D6W+
M'*9J;GOGY4NN\$X_V/H/*),0^ZOR;D(66T!*"S"Z-<07080*>7H&|V.!#K\$^|
M*0>\$@QPLK5R*8-E);"PZFP"PD IFIDIA0&MA=?*:I2DFS6E&J;)#FJ?SPRG' MC;E! FR%=
<&FT(*F">C|^X1J8:C|,LEQHZ7?HS-K"EF/+ZQY/J1_|9P3!4-
M@H!P84Y|@V_<;Q89!|:QY<,:B#4\$M4>1_E5&%=8HHZ14!KG).&9\$X^U86KB+ M(
QXCG57MRSSF&6XWTR2'OR<*M?-NSK IB^E6*^540M+FP\$A|JBZM4@JK2|
MI2E3*M_ ;^0Y8RIOPQ|512:X4|#BL=ST4160)F8^A-+'C=VA%M;IU='A M,5A"D|/74R-
)OU|>#K|4E+LYAC#-8G&BSJ!(M@59N@C#',,DC*-*+8SN<. 3
M=SHS..?/*3<=P.:4#-9",,9US@ M#FW'S3MBL#&-CU= _RLL|=^|_O?|J/-
C_%^&ZA1U03P!|?F&)|L1)!T3R#C7U(MG T\69^?/%>MI*5H9YLN|9.6+L^X=G5.|Y_T|
UG|F+QHC2=+8N!+BAO\JRZ MOOG+?YZ<'VZR%^#_%HN|Q-&0|J09L'*KY!|(:EQ?
OW>=/9F#=\$(?=WQ1XZ&%@ M2|/%*4<2!|.#6|=EISD30_/W9_E9ZKXSC?
_E/G+=E^6,53G/B)%W&KB#"95W M|B)S5!Q)ESY+90BFIMA7D5_A%2EP*-'TZQ/P6)
(1M KA;E-WF7|)%1#4?5*;J M'O%.2MK@-S:6\$;!\$IQ%CO5#OL%^?XHAIR,*PROL|?DV8"-
_Z>-?Y_\$CE-AY MR#4^|:'F\$H'5|MSE5.P+3&E+C>|X'TAT&H=;
MO#1HB^K%Q_1P!UZ'T(E<&@86,:|HHWC8M:W>8D!|/LQ:E:W"C1D L//3Z"H/8L*|V
MOQ"|CK7JC3);ZPD,U&(H|/#?|I&_TH?X^5O|^,#C,(<,-=!6M\$(LIM68:
MPJ@S*HHWRJHRB"JJ+W+8 VP%\$)T|(SNXO_XD9.,FL46^L M90UV1_5Q2M7UTI+
&%6JN&FO>?K%J|W"DC;#?-@-B|A/-DULGPV&57A#O?PD MB)|M^979*K/'C#-#)+.^3O"
MAK3%/2S^3.K1MU<\$KT,B);1_H|!|>."W3
MS15V/V3EZYL7H0K;:0WKOX@Z&J#C3/K(E5NFWGZT:LINS\$=K(L@X#@-BJ:V
M:9W+3#H\$X_K6(U&2_N"&*4Y+ET0M?)LEU&YZI1&72AN(X6>4ZW;+;T_#TF \$M.!R2-
OSU*.^!LD1ZF8F4DD(TFB#OB1?_XA'|="|:?,.<5@9K'/M-"EV5B
M0AGG_CHWT7EX,!+U25X\$YH.C,3VL<(I51D1-&#>R4N
M!1D!PU6|OYTRAZ0Q:GSORD8:!'_W+H93#3OI"5U7=VQ&'@A",K7,M6F-C/8)
M^W06=U#HS"[K%-+!QJ<3TDY.2Z?^YU,IR M'ORYWEQ^O-W#S=?
-9O"X|0WF:T)>^XA^SWNOB%Z|@|L#HDQ,-B|Y4|F^U.
MM43@1J776C!)^N7HY79:V+W3S,9HOH:WF_QFN LZ=Y0<=&R|TJ^VKK?82|YM|MM?
_H?5-[HB!|4(|A:N!@+SU8N@018X*&>,FP*D)6A%63;@!&&%I1
M,KL".@UO8"R|UI+X8U|'|"ZFC72>:WXZ= M,<_2=*N,3|"A:3L?K|8K#_BARFU/-
=FA!D.JI^&+|WU#UHO|;3)V(0N)@5Q\$ M&=,0%|S\$VG.-,9<)&RCU
B1NH)L3ZE@(2@H.8%H MU3XTN@TM9^(#^,;/G=D#\$E?;!H1T:40D |"R?
%^0Y|X^WC)H6='1S2=AX>! M.E@>!)<-
W>544&FUC\$+LIE0;Z|:Q%O4NR!L!GC.V>H6QU(FS+|S&V2C|K0' 4
MV|ER1213X8"JD%B>N:.(G;T|O20.0HP|:\$C1R:25XG\$?L\$YK!+%|B!(^|)* MKNGT*
|=HV_TAL^!OO\(^Q..J&9^L&T/.,;3XLI0#'.>)D!F!+X'F<(\$2Q
M##>GX7HL;#7JC;23:>,B+^,0/);7DZ/H1%L410G%Q)(:O;*Z9+<^S591RU%,
MN\7TD|H;CFA2+#7DZ\$R8(4>=P>5E8.>9BWG2->939@*\$ (V46Z!1N@*?=#/\$L
M4\$QFP7451QJ?/6\,WSC|HTKE,6PJY|J4H- ?573-/R=48?HAX'- K"HXW = M\$&|?
7X.,@8E:RF_M 4E_N:-S9C83_PA/5_Y?W"@T(LI@KMV|JVH.CY('SOQ" M LM#-J-Q5"5CY|
|!|IN9>-?/6\$=.,+|(KE"58"/"@5LN#7CL,)D;J%E&A@|
M.&=RP,*C_QA1.0:R3XEL:CA;E5PA 65.P.MMT6|JLN"O1H;4KC.UHM08!6

M)J KPH)!HK[V"4.Y 7"A&2^&=HA_*O53?,V"!A].#=#X;AQ,B_51AF&?J(I GV
M*4I"%1DWRHMLE. GK8-/H#:'M&=\$W/(2V0@6&BGY< (S2E!\$'LN1CR\$V(V1Y
MW\$S+3#"Y^!6+6;WTQCAOIK+&=^TL/3(='5T,:/!&AG7#,J\$BV!O\X >>*\$!\$>
M%+%+\$VL8Z@T(G"OI-T%J=%!)_AD!^YZ^@V(UQQ(Q6+OAI!T\A(W,%#K8"&Q
MJ87UF1D3PH(Q%BI+W%!+!+!#A'RNP!Q/^_1N6A3/OX)!%>_-PJS
_R""+5*@N_ZM)5RJF;H#%VS8\AG;I^~5T8%Z@=VB MA\;R SVX+I?
@^B!J"K%>HU4TCE^/Y0\)!J>LZF4P+MXI,9KEQ^? ML+.1Y6L+3#^=L<.@%W
)^T<8T<.:?6>OZ>R//;4"IVOM_Y;H2U2>8W6&"8!O M%I_@Q+'80:>'KX;W(<;>|P
P%=,LJDQ*=@(L2-W_(5,JX&^17UX8.RJ-5 M23BY4V
U"JO_FBW!+Q/F(%5TLH^X.*KP:BEVP?[LJ]>5-W7CL,ZEQ['S^~4E
MD\XOP3@E5804.O)3G[KJZ?ONQ_LK<_T.JG=PI5D^WA_*1SH(-I-*(B,Z?F=
M<10>'6)S_V(D?*P6\$CP8JDT7E*8R+4?1TU"5,TIK/IUZ;,:D!O1N0OB-6MM/M!
<|4U/83PXJK!N,PXI57T=W^IT(FOU\W;-&' 8^6XK,JH5!H/3VLS6"1P< MP1'7%?
O5\$T*DN\$1(I GD<<LRM\$:LFR!;UE=F\K\54FEYA\O&9JC/N\J/013I=AU=7.X1V#!88FIZDE
(@S6Q;18RBL+3/.C%9ZVJ5 M65O9I,UQ9J.6C\AZZW-GW1J?VJNP=XIK=#%>2ZPE#Z4I
!F!_2,^;^<2YG*GF2)/51IQE#8%.I7OLF2 MR"NB<-
%.B>Y3XLD\$#MNZM5;4T:E2VZ4>NRY6.AIK+9XG_+^M5\.)H8#2_(G(
MJRAM8#2M_Y&"?_U:E9Z6_8*9T:CVBQ?3M*.T/5;AA:Q:S:K4JRXCO^QN9O? ME-I ?
0I6P\JC\3(ZN1_PI?T_^<[8-WJ@5L9.*#9|_".\$\$\$ D11!B'GA/IRB M*X+)<'38+<-
H4ZJZ5YDB..94YU!.GW,^T?=>R4D&:TA\F7%15-Q59BC&3_|=MM2(&>OZ
B1V12;+!|L&@7F4L)"&Z?PB9M';@%7S'+8^K&IXHN)X?7"V1TJ_
M>#BR<'IP="JRT+>"JC=C5%B5\$%G&2-S<7+UE:&+|= %BO#L% CJ?2H27RFD^W4
MT#-!OTRAU\,4R^E!OUWU\N(T*!DZ/GI GE@C;="3P>1BVBZCEY1=,28+-B8+
MV\$7'V@3%[3A8D; AY(^UHUT0HU/>V4HH,,SZC-/>/>VLB%RX8?*.U=A"Q7F
M!\\$^Z#&X?4H9;@JAT+|@_!0I_0.#L;V)>;80!_+92M^L*I&\$'CC\V, CPP#U1!
M7\BN3!=3Y2T\3\$P/>PLB#[17Q?KH)^>\$4;)1UX?+J"!) M'=&L4U/MR8C^S^"R9>)
<8P-<;|N%@1 MAB^!>PU!8039G/) =V/&^6N4*E'IR'4PD/F!0BE<*HWD6LUL)#!|
<_A3G2TZ> M.--I@9\55-[4T2IF3UR#B2)!|6XGA\D2\$/&YP)K08: ^/)(=L-
!E<#Q#R.@MH>/0@^HO=0^PS-?58_ML 6\$302EO*XE/9.F_FL+K>EQ@C"/-
<@.6MUYCFO70?'JGAP6B%>\$Y?3(A856~\PY=V:L78"H'IYI_27& MPOK-.W/&,3*1?-
:P7C)UVKM#JA=6^P,6JJ^C567+^JW**EJN@S>RIXGDI;K M+HSW4T@#-
>'>|HVB%ASOVQ3,:<*3X_S?N\3\$?' +\$@L>)7QAL-3L&5M);U M41%|3;,
|ZJBG5'1D6\Y5A Q*N=-@-A@,.(D.)*UXM-V|+@|~10@++K)/>)R M@N?
CR(DDJ)6_-5NA%@G\$84\|OA8K16JUHI_62^;DK6O)"B9@"A,_() *8YO2C
M0TIFOCXX"U99G):>|CXM;=,._TD\Z9NLS@RV?4HJ^9E S%&G\$ _+@XS8Q?-E M7+;,
M/,TYP|^IQL*OAD0\#AZ95.G'8;C-|S:.OM4Y9\G:OPZW \&*ED6J_@
M7/UT%;Q3Z5>NQ5L7_3+1N\H=[G6W*!T>G'0+TI:5I-I#72!%;V 7'-QI\O!?
OVOA^<8!HT@+!=RDGV@|WD(TVUJ M\$I=FB.:P%OP6#/\$(@/U<>NIG3\RJ7?
6&IP=OAK%36;^!L&D\$E!*|&)4XZ!NJ M_@4#1"ZF\T939M&QR63;T<("'%\$1T
U>H\YJKE,(IFXRQ"DU*/SDOPFXCT9# M)I2F,X2>!9:E5PU-5H;?F+
1QF6YR=#00E>|+3,^,Q39JUGY(:JO;4#F)P MN=.5H;>7)Q0!6-1X&+H
249F4+\$8^F<>M0M9Y29(,1T7"0#F;|44:R+3?&9 MF8_C9U/_/#>\$F@Q/^8PPK2;3XF7/8-
0E_2J/J<#"0%,\$58:&J>, M)P5/L@"U'K94E_C55HWFV/8+4EERB|=^A!(8C
%ICQ_)|@|'@D1HUI30)O&= MN2#L"E2QJ2RV8 +7,<&'P6?Z|<0M1'5_%;F M#O\$"
(HHDV.\$9,EMU@-OVU\POOQA2OW.\$B\F>W&C7U\(|F\N0/Y_H9Z=<"@)
MC+X*_0Z7W)#\$ "H/Z3.C3'8 |(C@W.: "-A 58C(PQ" "G!8MU5K+F M=^3DK& ?
1^S,\$GC)?,T_)NOMI%#X^234CA"Y=):PO-@'1)7>KJ82#R\5W\$@.
MEL10I,Y0K:CH^\$| #YA9%!CE4;RV8P:3!KLG.:R;E ME&%^!W@6OG#
|E,39\,H\$O5/5^..Z*>B?0"+C.XS9CG_7(&6BR\$X%|1|^SVKF M^E\WX;
*CDFM4FXS(K6:8+(1(0N55:JTMHOX7CN"TT)(22*S,VOPT9A'+FD MFDI-8-
RX/T=+8RO6ZP@'-;,"70LH@F^:O M"VD:~100^BO/X=<@0@@FQKH%'^UT?Z.K+)YB
2Y\GY8WAL4B8L;|J\V/RC;:G6J=F(===BR?8IYV%HY&D)69NNH57BP
M&3&B!3\$!GB_HPK"TF0CTR^%/#MB#:F4>MA)>HT^*,:#?V@ (2,5Y8DPP7GS3J"N9QN2!
VO#G&^31#280XBS/&^!<% MQ I;SK@!|:'>)V:T&()TYR'?VF,&I^M\XO=<*D?|;
|'8_3PMBW\$ _%^5*J2\#JK"N_73-W#=_0WCD'8,8FE M7))?)
A+;#GS7C#OX9N+NX54^(<8IR?#T8.3X^%F03+)M,6,ZP\|J3D5(XVE<> M8:I%?H
POLU@5L;S*X\HY;90>?)E<_CTHIV6*IRRK/J^B8 :91^6\$E+Q;|
M>^21))DA3#N!*"F7XZIG?<"I<_57\|D3U.P-ZC|+^1/;F2DZ>9'VT!/?/^8Q8 M?

+M/^G,PY,+2J%Q0L'U>7IH#.H\$W)MQ@IK2 P8>KQ[\$>@|HU9AAW"K#B/-M
MY,@6W;\$86: I#": "%3*87.!QGQA#7C.: 'HP;13%#866|_69\$C%F!0SRQ:* M-!UL7
YSJXO2)""H0>=|+\$?! K2)C1G-|9-PN^ZXO.MT+.:@:90|-#!*/K@
MW\X/#V>'_A|D%R)LI=L*\$FA5U2N#BH!%\$"2(%\0M 2X M| H'@MZM\$50P-
:;%>O4|) (H;^9:\$|1!T CG-C|=|<<51O_?K| ^PHHLLB;A*?@'T;-Y0Q7P#MGB MZ02K0?
|@GH0&D^@;+>0&"B%Y96>6:3N|
M8FJD@*|RBH5)89I9HK:>4OU@>"^L0_+/N.|_XS=6MBC>?UL|?L_=#D>V'YA
MS&|P8@|&\$8.4#<1_/%\$4NW"4C@|/30<@>=<'P=-.GH T"=+|7I_0^M'2ZI%64W^
MX.C5|>'1Y/C4DEG_?GFY;|2D!R '27:MR3RA"#.!BE8A(@5GFQR_JGXF_4M%ACPK9D|;X.
<^J%5739XX190L!Y=_%MAN&|?%2?=6-)!<M
34XFNA)+)!G.|X|;-5\$,FKE/M;.)M5|/2|ASE|=80@)&|;@7|BLH)|LWO_(@|#V-
+;NQQ7N;9|O|OC"+5,|?&AR4#^*J|=H-JPLLR/G3FE
MG|%= %0'XPTGQI('1_9LCDR9F;X"=:\$L%STUN&J(Q((|90X7I51QL^CL\$>6" MGEX6-
\$PS9P:=LW8S^HFYBST=N74:_M^P\$LOPHS'!Y%5|31/WA&<|9W|8\$PA' M;:7?%/OO*>+
Y#&!B%TBD@S*)T'*Z'|6|:U*;)B_M|&OSVVR^!W7"!;#@* M,7EEKV+!64!16)YKK(-
:J)C+H50(6I;AXVTG"E^-= _U2_E_VWK2Y;21+%_XK MB.|H#C(NS1&U6>J*N1&R;->;<
(FDA#((L+%(9O_ZIVRY8*,@ MB3:A,B;N|;)|(\$\$ADGCCOYUN=!? (XT| K*.;F(^T*V\$|@=-1D5
1"@:&YO9| #Y M<= _#H8K/00A1);VQ<_:@9=2A@H?
MO87G|%\$RFRUE|R,N9_>FMSX+=|1 ZWI M(&S4=\$/M9(?;25-0:'H2?2|"V'D)8-
.=@4B5AC2|;-U=AH\$?3H'M|V4T" MG'0"THQ93@U?
SI#Z/GD\$,^767B|+99\$2"T0G/)K)KG;K M|Q5\$Z#?7UB|)_J4M%*161_TR%
(|4>2K|>HZ%+O8S\$GT)0^"!B'J1! 20|A MYV5*!UGZ-K+4IX(GJD0"Q;D*,5%"
%Z*#|,8V=FPL*,>H22Z8U%8B&UMD?
3|^':HW!=&8*#ERI=IRA=@W#U2+C^|_WUFSY(\$Y^X*\$ _O M54>|
|6"6X)GBEQN*/WXP/|_TL_?4REEOX6GEW6|&&%QP^@3|_Z6:UIT^G8B
M<,&\$5A=CI(|"RY|I4:OHS^P;X@^L+V)GL/?N:2.!F^J00-QW"ETBR))0|M7?
XUDHDF0BTIA|,'J9T<;-(WAG&/JF_\$9UO&5^8(X\$<8.I)(L,ZCBU%">2 M?
+\$YBNH#"KS8KG|J_+@G:

I|UQ^|H0^U&K)%G*LE!2ZIM"KMP_PINGE#<'<
MX:/HJB8Y:F" |YCLXFP.Q|6SOM\$&M'(+QG8_E@S'OTXR9KK3S6J:PC@-QE4 MDY*>?
@,"6OE9&=4P8YR &*ME!,KW)PP@22X'%<|N\$^("U;+"6MT77U(RB/+ M>-
-\$%|U"P%36(DUE@:&% '\$V8J*;I%&Y%:W.? (NC%J2S)S+*/?^Z7'(VLE+3
M,A*6T\$SGS>ET)SH&1+*AWN4EM7W&>;3A|D_PLF=(W#VCD&OAJWSK*USV;O: M-
|OK|\$:8H|S0OJ&&JP&Y+4|TAQVCH!CJ#TEUO3/E,-J|L0 B29%C!)^L3@M8 M,?
MJ0,1A0:V?@Q|P);P@JYC2(PHSQ2W7+|0XOA5|HFWIL457^/=IN_692WFH^5
M(Q""W>@L;\$N+Y'.Z! MC|X+)= "[ACFD2#?VMSSQ) MXIN\$Z|LKE=X<(|X'.4D^G"VZ.
|f\$)|LZ6CDB'VQCOJR0@&I8A:V""%:5D7U"W4 M1|:I9!GNS4^TNV<.^OS.?<2=N(:/P&)
M_@B^81|VVZ+0&9@ILU&:KSGD^Y1\$|VS &#=#QS+=*=<*[R>Z6DD|1<'B*|=|O11HF
M01&^+E0PZ53?2Q\$?>@',KVJ#K MW-F?ABFY=8\F@HA|CR-
N@@YH*#|3"@C3D5EZ<^4UGP1&I|8?(E8DO6")|;T M#\$S<)^|'1Z;|6Y-@=FP|9^Z|?
%,PESQU8?_(L^T1_N_F=E5,M\$2R=/@ M"UOS1N5\$?I7(&:S2%'N|!%POXK4?|G9GP7%'C?
08|A.RSMR;^UFHP234R@^Y M?%+7(85TLBV0Y)RDG7N*R.6W4_DSU44|G5_M5*
<|J|8ZV4\$UU>GYE(|M;J|J'U|Z3D1:VP-G%//ET':2)V3I5K'6-GX:'N)2+|I*2P&6
5A.@>|/R<%?>H:C@E-*,S1T|*"1U-9R?|KGQX:(XE9'.Q6.R/+N*9|WPV
M/3AZ(=,|OX1;>8YMH'!X>S(=+0#;O.:5#21%(4;|>>RXIH1(MED&&0VF+X849H%|19;9|
MA^%4_>;J2#C+^J"1GJ+U7X_F^ZZW>,)L-S#\$O80%>.+NW*)WB8QN|R>' U|
M54_W7=_|N*>JVL;VPRL5(WJ9|T;%:AGFWH_<28|_>E:WF"B<_.&9|S;|!2_MVG|F|
<4HJ0UN>3|Q3PSW'G+(EX|AGNWD=J|F8MT\$+4&45,D)AQ@H?HC<\$U)
M:\$'7>XCCO'NTI&OIU|YXS?UQ;1|("Y&)X%(>1%ZA"0J|"*225-BC'Q>W*B@B M|&"\$3=
LL1N%UM;#W""^)'9ZW&B^QGSF1Y,HC_(Q_*2%K:NL-BH5T!";BCLW@
MXT#|H5;KG,KY2EV)|TUI0/3R)O^O%\$/H+) 9=K>WIK!D^/\$?1W+FVR5'FCNS
M:EF8R)*;9?+C+3.,?U>J(O@98K01!@-,U5A;,2&1V7HS*P^HGH|&C@5| #T@
M9IU%P;W0TTH%L8Z^B:3MME1UL+"><^R%21 NO\$|H"G_!|?UUS?GH16O+HR"S
MRSTB,O_F|>66.Q3|XT'^GB%_D@J|\$W3|VFSG.|&SEB7VS*MU<42JQY|JP>9<"/2+TTDO
J?6%Q1S'17*Y>*J;,@ M;)+VQ@1H@1@*G+%F&JGK@ZYPO\$H33*.
BX9T7)>0U>>%J|0(T;|&6GSBT;D+N MF".|9N-/<|G0@Y\$2(XEU_#M?
SZWZ!)D3FA#TT=Q1+V#8,/E9*A37UMYQ/ MF3!7 DIZ)4! M,M.O.E@XG2P<6?

V5[AZ9*RNRV%=9JN0F96P\=T=F<WCA/F<)W>JJ6/?:@8 M%""X1-TB\$F:":EZ@.(VP
SPIHD P%1\O\N.)A\5\6\&[Z% 0B(J@)-A&SFAH MS\HW7\$|=XEB0"
_N48UL+B*_R\3)MS^'\7'DT2!A^992E2+;,&CUSP(\$FOM-
MX3C"DXOMS\%LC!4=^'M>8YQ=>>./S+ ZB\K!)9#/#(I&(QA?-:PX+2&EU9;-
"F>XQQ/FP!^<'TY\$MY2G8T%T\Y MJ<8786ND)&OPVH\$*I"7KGT68F0!8XP,J"S*FW1(N-
45P'(2Z:OO>IU;G+6XB M;)/9\/=+.9#\IP0'1
f'MIV2OC\QWT^QA1D%V"!%"LV3(K2="8;3;QF9 MM:X6J%B(F-
:XA0P7A<(KC,.C\WE""B<=_96MA@[FZO\XR6Y8488FA;JR@(-M(\$I%F4Q64BD*5!
(@Z5-+3V^2\, IAC7\$&JV!A 4H\Q8L:R8/G/" 43.(OJ&+S!7\,CE;U%&'<
M*F7VF:P)=.3'BXLKAD2=8_K(X*^(83=/DLJ6M?;L*V\$05*>)-W^#&.+/_N)
MI+/02@#I%|H1F%XZ#38!\9.JVP2.MM*G*[4 M1PN--[+1%J400!29)^=GY#
MKXL<4F'J'LHCPN_8Y\,M\3YQ*-P% 3@UP';P?CULD&TV*\$3?,,J#-'7-CJ? M-RNG(QQ%
*T'7'=46BG.(R/0TK*R\$VH74.9NH>?N!JM-*I938OA&:AWJ\JC
M8.S\7@0WW#7/|=1%1('5N'N9%SOP0#=:59C\6DS0C!UVW*_PPTB-J6_)BHI>
M:QHORIZ*D^6R32H\|27D_==FBK5RAX/PZ_@%K+(:"?%UF_=J-S73HVSBRH
M8"T(:00+EGZ=TFJM9=NV\+ 2I&)\$URT:<.5\|MHX M%9P/8< \$V45X%PF)P+
IUXQN'C3Q6.5_@?_%BO*QG\Q?6IN\$#9*.Y3AKY,BA6 M4YT,BPXMZ?A8#AZG2\W&
<9S'A+!J4NE;3*634<I%|?&C&_)8I88'J\$HU5"J M3/1C98ATN4>H.G
<+5U2=XKA>4S\Q>/2QG#A@7J30. J=-,"KAYSD*+[F!,ER!XL". M7+0^Y7#*QJ(2-
0PWP>OP\Z!TE=(/=%+Q>UQ1UOEF*+A&&100*./84!=O4&G MN\|E5TPT\$^9\|D+""?%
(UNGPQ(G!%|9,"7#(F2.7P!J"UR6!L'1HA1/"\O)\0D
MD\$I66^72)RD,7=I5%M\$1NX"Z9-.\$^%#A2Z.J\VS(#JPLM43"V8YP!,\ZQ\HR MN\$/?
U!WZ=;GL1^>N!H#)L;0!Q\4.RF")&.C"1'J A^&"\$C@7LA9Z.K?D<=-MUA"MB1%YZ1;-
I*QT98-VV?TU\|LH4E\$G# #0H91XK*YUN 7N7<%*|+?^'" M#W!=T3P7F!PT=GH&_!G.
|B165;L,2SH_+!RO'Q400JBO+9|M>OD#D@SQ*
MOS3I3U^B+4^C^@60.*69U1@|HA:I6T<%>_P=X(V^)U+6%Z(KKY6QNWJD,4&<
M4CNP\$OXC047N?U8F,HL\./GF%DQ!!*79"^.T*1V.DH_+Q*I\$0!AQ7;.! M\+.I=!?
R4VVH<)"N4R^L3592,/?#ZN(1GS:(0+FZ9(S8F<-10 MS#BG'JGAK5S)G2+|!X>*
H(PT\$QK05+,A88M.SN+0+Z|-
HFSEP4T36H'^0VLR#C,A\$DRG)=PTAE\$GJ5@GD&>N:T4Q6#H)47ZX@H@I5?SA#3RFH-
L1HQ\K=/_DB_'^Y7.4UTCQ%L.0.,<#*S59X!IVS1,S5XT0I\0M).
M2Q7H8Y@BOGAL8GLAEGM\6>"U:.6\$=<:W20&'=%0VM?_"^E7&^6GC7;_2,\Y M!::<
K@(KZ3B5TV4.U3G=X//O1A7\$"B=4TOH B(NWVQ6&&[*S:B:N36E6E<
M45L\|@&CC(,2SF3UY=2Z.AEPR3KGRS6;JW?UE:_JW">2%T#UEF:K>A6U'#!
M&TON2@KCW*VHG\,31/(C\|ZC\ M 4==S!Q2A8KT_B(R2HS-+TEW:1F<>FD1^?
GQUV'G3%H:!.P:10UT*BO.& M+S7QG%H^C+JNV+J;L-;/Y S*=1(VUVETV8)
<=CP_#=CQS"4PE?=@1YP;GY(MOKG)M /=-).90T#\7Z^4;XOS*5;I8NTM:/:4'TTJ9R\|
I<:Q/85+9@_LN31O M.CV1-/?9L3@X,)2!\I U(H.L4@S\0D\$E=L)H!:XND'\$)8"X1'X(4"5:;
ML_H')=JX!\1_N\628B%C#-E6B_??4'=U="#X30\U-L6N*8);^V6UPM10*FL
MG>M_ODIA>W4%O5\$14_&U-;>?._L3 SYN%/%"@<|O:"2I1IZ\$QKO^<%D>SB\|
MO2:3W\|P7BS#PV#F2WR=4ZNRVY63E#A,:R:HE?3_JS)*L7^S!Y\02'/G"6><M#F)M?
0%AX:KVK.VV'WW(9>T@&O"/)V,^E23#0,S_8A(O!2\W89IQ22J% MNA\|S#%4GWP;*|
(>4TY#?|DN/84ZMUE&P40NI7="\$^A3E8X!_CF+Y\OK#QPN*T)?1"0H:,ZZZ^<^0
M/(ISZ6R&4;:\$5)\$S1D#*J>MX8X^LG>*JM^+Q#5#KS1L/D<|4|ET7^<^*U?R;,
M^C&"JQZ#L,A\|2C*X\$_.["CQ=8W+N(D#I1!NM#W,O4\|/@?OB^CP5;+WU
M\|S)HC4L=G7\$5&DQS3EMJC O!2N-;=\$NLA9B\|_C=#.>(L4PAF:SQ\7V&,'
MW\6ORLB_E1(U?Y2\JM;R^)/F2:1X\$&9D'D**2IW6F?
J;_LO6KP^FL\OMMWV\&QZ>'4Z;_3D/F8?
MCOY4F=^_7A,"Z#OM^72P_47KV+\X>K4IC%9_ZE*8\|O@T?R.N:O\$J?'^!S
M7;54200\8MIV,A<'5"A;5A\$'U>+9K9F=KSA?L^D1S5=E=S=,V3>8J=/_J2,RY M4=;-A\U?
_SP\|?BA_K_VM&N\XMM+7NF\JS\|,IGF);%H\W(8NVL8@B^/_W? MGRPE\|!A<:
(|F'=I%/>[38!W_9NWH^;J+/Y_M1T'4# M;GI&"OI'MV;YK2PW\9#SWFP0O? GPPYY
MY@XYK>Z0LV&')%VR.L>|)"CIAUR\|%)VR%EUA\|P.ABWR1\|HB9SW8(J=-6^3T
MI6R1V4%MCQP.>^2/M\$?.^|!'ZA,E'_9BHDY.MN^1_>V(D\|ZZ6%/FX("=;Z MZ?
>|S%A4W;8A_IV'"|7LJ-AAPL;JE^2<'.RK-/^X?+M90L?(-*E9,.G>?!.5M
M+,%)3\$#6N@DAXIHH'F^D\|E1\$M>I1DB&*H6G,*S-!DWHNQ>HLB/E01\|QD\|
MG(;DR+@,|H\BKH#6WC\$ L\|@%B06 M4*&-
_GCDKIS6.@(7BO"0&!@S;2/(^*%PR/#R"594_Q M1P78"RB\QEP-M"+

<>6S!Y!'%LGK)ISQ>|Q+G8A_5%\$[#7/@FDSOR+|?%I'#JAD6
MIF|Q=>G|%ZQMD*SV7*OZH#"F(0%\$?DR*=-\$G4Y\$94_B63H_OTK9?3;R?_?3S
MJS"GIA/LM'IJD>ICNDGWQ2-AH/|^Q|D|\$3;10/S/>,*F(F*=W2GDLO/=26)P_M-
6Y@X')>/XH0%W21W,0\$B5?"Y,?+FR_[9Y\$PIZ7L;|U5D5>T%6"2)=(3\$@T
M@P8I\$DO@#IF6I_O+V1&9\$FT#L|\$&TZTZCE@:'P;+JIMM6JF-,FRABP.-
A/G77*/3FDJC0*FR0|NE-|8|V@_M)R14B4P3AR|_W
MS;NN;YTG:E9F^4T+_\$_+;A.^GOICE;NJUTTVGMMK5TYRVE@|SN0&8=(B/
MQ5QXG_H@P8|N=3N;'AP2_W_XWJVHG4Q?#Z*V_U'3.\$=|D*XM^M'9\$4+H*OC-
MFL#K;8D+%_FP)R4Z;61|=5E938.P&YJ|X7:HH.DS/^GZB!2#M:W5\34,H?Y
M*0TB)3ZU="RQ34.HT@^~SL|T.G&Y*7FD6;@<>|AO_K=J2(GIO3D|F|X<=|N6
M0ROSUVBP12@JP2H1(O<|;<-G|C,+R7S?^YF%Z>"BR&|AWAD)O!
<3+K\$BY.'\$PE*,UEG|5V>N!?!X;.^~GNBUF/_WAS<|D?#"=K8
MG7DZ4KM4EX/|_RQ!;IC7'S3/>*^!#41=Y)NB,I91DB.&\$(#&A3N)+WQ.>-B
M|;@C_SZK9!8Y|(L?7|Q@_M?SRX1R|>4Z?\$U#LD0?LK8LPN*='H'+5JSFH6|P_MRH,\$IB
/%|Z<:"DF.5HF*;Q93)3;""6+\$0G!O,*HT*R*Y#_P">0WU>T6XI8_M**B8=\$EHN"T:YX6>
(:P(4#G6RR-\$U_?'3VPY6;C;XX;+SRYR0)-@:/7'2_M\$;|.P&#S+DR8D#G2ZT+|
=LZ2/A0KKPJ73F47KNEUL_=E5Z_|ALJ_M^OE+3"2W;""A&^!"GIH
9PD|M+PIG|/^|T9Y%7+I?51\$B5%Z**.^XN%6NV&Q>"OO|P&_ILB54Q#0R6*I2?
9@TS|%%+G2_M1'%|,\$2>;N.VGV<|H(.6RZ|V#C4N&".BW:9)<7/;1:"^|?B,0'GED5Z_?A3
MCX;9,(T-LH;9"-X2(%|I&GW;).LM<#B=G?='HN.5!#N&)|KZ|*KT%LUV&O"K"W
MF@O\$'_43UNSLN@AMB\$P|0X8*1CN_QFAFT?=B&D%>)S^?I\$UFM_8>QOZ5JAD-
MV:X9(3&@D;*5BY8%47)8!NEKG7L.%@4E|Z@UH(EDN8&DNCIN"UU=NZW./YO@
M<3,W2/O;-Y-E2|JY1|EM)WRU5NE;8=6LDY;*BGFV2,,UD_3H%JYL
MPJ2#*B8#'_O:Z|E>9)6K(0I_/Z5=;^|*(-^\$U(=@PW;DBZVZNI3EU@TKTB
M8Q(!K(WFD5\$:.=\$OS,EPG#P,CJ6M&WTR28M+)1*+,,D|0R2340\$_.@8NW)2
M:OJEFc%_|=F_03Y53?4L+V/NIU<>B:*5+K-PV"DE.%<3U*\$LL^(0#6J06%|3(OI8;|#Z|
<&>OFF^40(\$L4URS@'|&-&|YPMWR->21S0|S,&*2(=C=SJV!\$?
90QJ6|7CQ!8YN<_ES"3L+/C?N:H2/+@@R_#D_MRR3&4*P\$U7Y""A_14*AN0-
3|J.#OJ(4M|KHx#BF^W3LX_M/7/@?D5-O#HZH0^_>039-&3L44V4IN?
P<'T*\$|H#"NS|K+V,GY\$|>B_52R_M(|_843M0|)%=?K'EO%NOHB""TF
-4|M5T|)%M(8FK\$:'|O100A&26!##3Z89+_M".3?
I'87|&|8>0IO0Y\$/S00&;R5/T_M6S\$1OE00JRE_5EUM_'FN;/M_"_T*;EI%+4S_3Y\$>*FC?
DXG(;Q4X|G9_M*:9SVK4Y9\$C;=|?W*#;_Y+3|L&^&T(ZS+'\$5|U/^YSGB9|HES);O_5!*GL/
M|N,V/_T8<)P^WJNS\$^|W|8;G|L4_MA1?R?B3|-X8R-A-MX+|),/D"?W_7
M49(:/T!7H%TK!(E1WL<-J.\$5&>X6M|#6Jc&@T/5ESX7QG6+"-FGA|P2/(%Z;|@MBO_
WF!21"5|NN=*WF*(%|.M5)_MI^~RF;BXVO0B3D>W?/0!K-
6|,,|L=SV9|)%UWPL#|86T4S4|H|G1Z,-MYDG+8_MK4_?K15GK3=[M1V\$P'\$L>|!+)|!"'
<22"!3_N\$|3+>#'BO+_0.4.NF3=>&@9_M0U-O|&TF0\$.X#)OW0>:OL+X\$;=Z|9)
|HY%GBF,&GP|;E3%%Z2"5|3>L,3D_M&@,B#?!AZ14H@L>9HIEX&T>|KR_AVU+@5I@
MFG"U|BfK&|DU|K_C+99Z@V&4<)STHT9_;;0NUNQRH8_-8P-S14DI>;L-TFP_MZ;:0NI?
>7!P?/WN40U;>N|_9UT"QOX,|H(51/Z"16FY%|HVB=K|4_M1&A\$*U+"O7'(EFMPDS0VG3-
F>ZUAEV4F%5&,X\$#"O5.-FGT_M\$,278&7WR_^^OWY#|_Y!'FN4/&!6@L):1*,%O
V&"AXD8"Q&M>|7|KOK&OY_M0.N";LSX*ZPXZ:U83R@J6E_?RXNWS6O,D_S&CS_W=3?
L=T*QY|6/_M9!:=W?AA1=>"EP1W&#^|)%3=M\$)!S0GHTW.=HIZP:C'6DW6&N\$(Tc;
<&X@09?_M'J2-FQULE|&3I_W;AQV)>U#<=|N\$.SC;C%"LL4@,-3T/+LSHQUAVC|+)662^
M!MU6IX.<7J-Y8TF+-WG!-D26I*:6I/UGZ.OC<.^3|#,^|_9\$;|W'^2/.>QQ?_M?U>\$VM^|+
(F;G99D=F#*W+XZ!6!H5YBHXL_H9@DJP|JUG3P+E|_BT_|HVI
M#/_B8^,_PPA"/L?!Q&M9^FFNHD^=T1@Z1B2V1"=,/_V8M@X|8N8R>=?GB,^(H#
M4E//A.D30:WV*|W4,71=:OC*|3UT:DJ?#K;|C#I>WGSX|/9Bxf%|IJZ_AKO>
MP2UO=#4F\$4C\$(?SG%Y5|/RG^0W%:J56YL"9MC#^;V*|A1UBZI%0VGT>_M
F0D=U+^M.BVW|SQ%|#ZE)+,=I!^:6ZTO>/83A:K^VCSBMB?_@|)_C&WF3E-
M|W6AK<@JV\$GP(0YH_P<+/'2=H7MA&M_KQ|/\$^C7L*M7S1QO30U^MQ7!+#VPO
M=@,N0+4EH#(C#;7"5+81FVV";|N\$-2J_(MX:|P|J|Q1O)&8B_0FP+48XZUC_M-F.LZ37<|+
+M6GNBXUPO6O??|<'H_M?7QUA@SAZA>#.J4?R0)-1#WN7+OU(J7J<'IP-
/CH_1J\$)\$EN4RP%|)\$>|<|?_M9/G"RDX9-EH^#KON8^D>6JNT^^2\$@<6&/CEATO@W-
ZFZ8513^!<5HE+?)E:Q_M:7+YDX/H"^EJM&F_M3!8>CD,&#/?.#((MI:1;3LFX0LR-
\$777*8*HKOZSXW_M|V#RXR<4H@>+T_K_6*Y#*.0H+O|W+)>3_"O2+%-
R;=YZ.=LKLX-!\$I8(>(_MR;@_Y=WN-HF,-

F//%3\$&DX';O%5+OXA(U/0PS..",\$.Y3!U_'2N*UTFFQ'4- M,P<39E#
I/=E8UXH"@2C,FA.F/H6'Z!F>W?A-0V2XD9-SOMO_ ^5DCAQF-A,
M^%W300;@Q/Y(HAE7_HK9VGZX3"R.;&54@_HQ@>^78=-U*IJRD\A0?AM2&CI"
MZ"=0CJ"G)9>IZ1_,L4+Q!+SUI-2,@0W.EZ+!"1C!!HJNR32B>^P8A"Q'Q 6ZK'T
G)3X5/W2)@6C2!^E@Q=.P058XHXZTZ%AZ
MC[7^<#PM382\$0VF&&JFW_AT/DH)A(0WQ7ER5L%08<=Z>35\H"T'?QZ7&
(#/08<3%'?@&S M*4RCDQH IQ%71XHG F)8'ZZ\:/-1/HWD_:5J%RIV_@7_MI?
2+2S=K/1XMD0_M4|MJO&>VO!(!'ZS4.JJLC;6--J0<"PU2A2;IQH&'K5\F.TJ<8EIRY
M0A+VQ',N=?6ZQA#;F-\$.0)4F"OB;SMP>8+ZF>*)6_M!05LAE/*Z)
&=CX3TV.5!%S95.13_@I@#V'A_UG<(-)M1H\!OS&SU#^JY@N:F)POCGGZN?(0R!DI?
F+*U4!J\$JC3K@KO:=PKO+5?TUD
M%\$(.'4)13PU%Z;WSGTF\$N!F_PJQ*KTY%/L5HJH#Q=O2I7?_+."8O*47FJ"K
MIR(A".5&'2^5^B2*E(380\#G;*0AD.6OB7=/^#YW271G^3T2GJ'(P7/@1RH
M,17P1;9;@HB7\$YIF#\$BY7PA:09I+'5>)HU0%7@?)8PC'2=%?30B, M0\$N- MZ/?N&209
0#G"E,JX\$[!9"\5X_Z%OI=;^H=;N'CZ9#;>;86KJ#KJV:C=BLI_M?##O3?MI(6U)ACF'Z(
EVUCCA%#"K#,A:B\$;UUI;&K"N%(OK!Z?HWHB<)0 MN1W#!/T:&BT/C;/4<,ECN N: &\$;
(?.JY 3W"0?;'WX#'#3#>*)\$1E,+>S\$'O MD:XQAPZY3\!:@+J!2?U
92U8L/>)\$4[P7<'KS82V@TIKN9#!9SH/,HLJ9"7;
M6JJ'^@3,/V"FA&&58+IBJ@T!9_K>AID&K<-9AUP.9%_7RW"LTBP>[7/4(I(@
M63%'E*&,-)V,!8-)2\#"YYH'^GR\O+_E AT<=4-7>XCQU?=GU;L^Y.^MEV0H_>'7.)Q-
SPW@_-,6IF4))IH%"IYUC1[4\\$.?3H_8%>KY@B]C.(K1JL7J M%M@JAP?
3@X_&5FJLW9L;NME[FC^=QZINHBG!(._VQZ:G'X=TI'T7/P]/I1
M<>!96.H%HN/3;^KGDQUAE_*T3*F0=Q<5'5AM>T:Y4SV0-"=HJ^YQO#BQ(^S"MPJF
M)A)J2+=>N4N2FD%ZCIH1_-=2ZMKSCG<";
(6\$Z^(2E@)X]=:Z0PD;&^(-I!0))Z2/A_7WEI28Y_"W,0IT4'@5OI
M:0C+F&7%7H&OMJQ'2RA35HCDL=/:5@MI^2&BR=-P9**)(DIWI,ZO*#B/'1 M1V4
>6T=C4EF%POX.15 M;X(2"6R4)-+V#>PG I&G#A&S\@C46Y\$"0^"ZB<
M9/>4>GV/AR[HQ%/I@=G.L11\$4G09XVJ_3-5YRP<8!^&"6QB=UJK!-
+Q:1OK/,WO1'1%S:Q:H#AQ33!-8@Z"#5/*#6=KHGG-1\$
M\$^~\2W)/I9CE<%\$#DDH+X>)33F!J8*-C>#ST!7;K"UR6EU6&EK7O;U;(NI/
M_-1Ej)>:= 6M946Z3(!<\$YE;:=MHH.O;:Z5)P\$KTO=%+YHQ!'!:"8MCN>&*/ M3 *G8
_P75F)23978+VA&YI\$(%4;N@E6IXPG=GPE23.M\$+*#>('?'#";)DMX MBZ,#LNX>
<2YVK"D)FKOOE0'O1!!7XKYW'C A27J1I8'OX7&GO&X+_TU2!3. M.
I:C&JRU6O(^J\#N2NM.VXUKMS7)K^?Q;Z.I;SI^MOU>U+[!P@:BN6PR)R<
MAHDY%W3].YF=F>N!/:;EQ%7C0P9_1H;"=(B"V^9\NK;FC>2%VBZV6X]*D^F
MYT,5S#.J8,0S[VW96I,V&5E8;U 2;^&HVJ"QD_KWF!NN7CXVVL?G (3CQ95#
M\$W"Z+0LZ9G G%['\0<>DE)[9\BQB.-G[I(Y4)[+5_90,?\$WHPAAJDXU"&MX)0NW,"
()>K)0IAB/^7Q"8F99F7+Y-5@Z\$ZXC UEM)H.EZWW&=9Y&@4^,\$= MUMYDHG|7?
J#T9JU;JTVY1PYG./:-D;F?%6 X%5JHQL5P;P0Y[.5+TRU]0J
M6P<[LFO]1J.5KX\O/\$U;=C3(EA<19R'\$951NW*(O),S^9^4(MRLE;EI%?5F3
M7*6,7R\$%9XR5';X^P59=K !B@4?*_J2;.)K6JF!)VX'*O_=EW6"=6IT?4\$ M:4)=
[X100A%5(03'BA)"QJ>"W#L\$RC,NAX:Y4=Y06LE>">W9")KYX<I.CI
M#S&X23=A\$^:@(5X4@)-ZA?>X!,OR9*SQPVTYOT%BJC492ZG"RZYIH/@/K8I
MJ%M5DRB^/4G#V?3@>)#CW^R0N!T2X5-MCW/H
IORD0Y/,TS76ATOO+49OPCFC8OU">5JTESE7G?LI:A M-0'S6.5>[G^A3
>8A@GXI2,G\$HCM;!6,GGN"/,"N!3\$:5&">4)U\JOTX|1;
M"@6EW!*>8&#OF*=,ME7IE#M\$UQ2FG"\BJE\YQTEC*W4EM;JE9^2+,AT@3F ML-
3S.0SN O^A)Y!C#Q^+^>+67V/5>)DEAS:)0[TPB]^ ^NFR_P:IG/J#6\5L08' M.H!C-
96F,%AT!JQYV2*#')1&F3F+"\$7?VS1@R:%E-C3X)C4&...!6R&X%+(M)VV?"9UO+=8!-
X'Q<9.LW?/3HJV61H^LBWD49MBOEZJL.*CI_DA4^_3K2IW MJYHF4>!\@:(!%TY)
(K9U(9:5&3S%M,&^OTF0D<+'3'4E/;7K>&27IC!R&S1
M(7Z\$"Y/G\$<,"7()7%09*>S1W9,1|@#S0":07D-RQ!B0 IFL 0Q,"!DTUDC1 MDIZ;JTT2!
[JJ(D^3J'9'.)K_ ^N?CUSI4ZH1H;I.=*QW.IW\B+SL1+:6+QQ ML%
ROYE='YV!SG#=#L+"#Z^#P83A+,IR3!(#0ZIBWD1\G&YID1'RAHF5":P
MXW9I+EC8L%V?L%VO%*^:E?>[=LDW@:14\$,2,NZ5%M.)%FFR'U:\$4I:K"#4
MU8+0\$HVPCQ(Z#S%RUJ+/N)Y.91UN>NK<%%\#S@L&Y\ZN\0!*&FL+!L*Q5V MC;
<.!\$S;C;8S45>W;S7/8#SBUN9M'^P4\$FU/W;DO/_L(A6^!GEF HX/84
M(IX.@'8#8A:WHI=(QJ0VG?P,V>FKU2:[D^4,4W [684+ MQK]%=R'3 ^5F"PS!

<4 &BD'(LVXJ\19!LB>| T5^PNB&-?0F(HZE\,5ABJI MM\$.Z5DR9'X4WWRH\$,W4-
WT^,V&ZA.AC1%|/ ^GZ3PR-B|R.!,(:ARLF|O|Z_ MN!Q/VF|Z\$5DRY=N8X(Q_\$4|5
\$0WT"D78<0702029 VKC%ZV+B_2?&0/W?
8>GM^/4+N7:WV|DC7(E6>)/SGTD8TB|M@KC|9 M7)4H2%""J_?(1.U\$,
(TI:Y"*93WULAP9EZNL0W3\$5K3CNE\ME3P4D&A#\$FL
MOGFGGJ5="O@@WD\6;Z;J^"E4\4NHVT4YWL+|+-+ \$IK'Y.=|2/*9:RWY7"H|2, MX;> PP>
|\$/^|F_>:0+L%VX>:,G4|VUZQ'UO##)6!YT89L&?_+O*U5%;6U!U?>A((5-B_+C
M2:EJZM)?8UL|H3MI/80!#04|:OW.ZY|6|H1Z.PT_?@3\$1R-B69>:GWTJJ0Y@
M|F&W|J'N5C9) E/|DE72:"9 :A#9.5EA=C7K,
(%'V%)V/=^*WS9'+R46!\$@1HS:3F@D)5&U4(R(L|>08!X4,2;HC\7(%TV8F1//A4-
|2W:3K2Z'YJ"5G(LV365J%Y:B5HV:DT#IFXYXDC M+|!'%HA?-%\$8:RV-
#_3<|/SHRTI46D30Y2JDBP^ZER;J(C0=@&!,3\$BQ^ED# MUQ""^1!BQ4ZC;8-
|D0F7;71'^&D(#-V84@D&95BEB6+4- OZB2'+: _D^%72 MCF2"VH9*BB3.|R?7+71!U&H
MYH,%)Z!-;S6:N,EM!AVUVQ#A^%C)+D%9|H/XOP(M=8KR/&(X=-?J>
1'S!F6X!;5,%LM\$FR_,L,;*MY4E.W5^(JN"6!C;73@- M-SI>O:X\$-
*L#Y;+7M!RXR!J3'./|2,*2I(\$CQ'>^9:|(>9:-6@V|ADL|2J, MBVROB+2_Q;H."'
OR_.R6LR'X#V5_*@A!4GDWKWY\GM!=5A6SC|:O5UR'1Q M*=-?
&0P|_A|U@&Z^VFV3@X,+.&E%V\$/W*KI3
MWFAY.\$8H,|#07'4_A!A|NF=ZEH=)BOQ5LGRU3A:?P696,D;\$ \$"P|\$:38)'\$
ML;CSQB1XSUB &VLH#O6E/9._JZH_2!AEY%T1)NUH6H5M&*Z(NB--@H*3,|C3 M=#_J.?
A+SYR-=DH<;J.R.P*J(Q-8MVKU\$+\$9;5"E\$T@6O3.#F1G4BK3E| M3_0 1Z<'KQ!0:-
+FV;U%SFN"+SAG*%#J>T+?.1U9GUY7;=56|H!/?KT;*G5) MX>*RP9K<^R%R+&0)-=>A?>
RP68V_V|Y&Q|VDZ;G??=?E;&<|+6=|H"YM|@> M.CVOU2JY
|77+_)U2Y+>3(Z^+|+J\$VJ|7.U8@+_JM'C7.<Q|0PLC|^8*A8YNFN4)D:|XN=
M#;?/<7)O2NH918)'KAE@2S_ ' GHFNJG QE%ID5#2<@=|^79_-(K/_A0@&XK/
MO_ |Y?/9#R@_"_?QO|/NJZIK^T5FK+(L!'K>6&MP-09"@/<|!8L0S0
M+Z@I>9&&B.4A|^?&&;Z;2HG/2,JZ<7B6PS%S"K?J098:
=4M1G@C*0#+|&%V.D26^J@:#3AJ7I:PC"!%%"P5(@ M":>!9Q);8#-^)Y&8S|!^W,#046
+=XRO'<2,T86!2IXG,B2=%' MYO;J15*DO)/2>8CN;|)|7,EJK7)<^=^+_,SP<-5 W70R6?
)J_"OI(O"V8) MT
=+M/&D|*K<#+CT_FUV<(!99/K_M;.:|?/Z7":@1=QQU#:4/,HHTB.H(XZQ(
M|5AE9|M%P8ZQ3U(EHF(-FXTY"*!8%%'QS+VS,J%TY2R|.GW|E<205|=*F_ MT>LL4?
TC.L)-_/=5,ED*68&^T/X%HK| MSTU H!"S'+G?)MZ=O| |5/.\$.("VXBZ1KF*%QO#&\$2#J-
*!BRK+PB|8@SD| M&+-*X|8C!|<2 RL;+I1)EMN5OQ.;GK_+2|Y3R|WZYQ?6!B?
QP3^U&M<9TU M(VE%,HY\$LV>:,HE8E@RG"7OC1HPZL/?#%9EN8;.&C?(4'ASC#4 RJ?
LHSL;M,QT+E9"80X|>P2'?;T!VZ M|?>YGV|HLVH&B,*F=BR\$C=,+7_>1?@3T0(H:O/9/#-
? H=D(7@_F+7Z|OO MU0W|L|HGT|-SWL;XV4W0).+^RS>-W'8!@Y/_?;(+3G8<|5D%:SM-
0-.OD18 MA-')V'NC*<#>HGE'5H2|GJO2?B(ZNF80EBUWQS)T,CWKMQ3|_@*EB,Q?
SA\$@ M\$S,%;!SQ6E*DABXRY_2E'.S2S,V5 %(V9Z3_5LZ+|V\$>ACX(XR=D%{(@R(Z
M:'8)DMQ!H|Q8<9&C81XE/W.-D0=%/+|%%VITU\$7&G4ERQ|(|B|_5IYKQ"DCXY M)5B3'
+3^)LJ^RP'OC(R8L.U;^/JU_J#R6>X_RXK:4/ M,=)ZLQE"B<_3T?Y/V\$)0@Q
_JN\$R.WWZP,|^F.IC\$EP#D=|!S'H?WU_W8?Y
MU925*9|!?:FSYR'NN|Z>1U'J3M"H>&B6Q7B13J^"9-(^ATA^6OZ:H|A"|
MOC&I0#Q=|+;DR>ODP|G^K).JM@Y|.1M8|DO_ O^^@TS CG|NKX|8)W?>&C0
M=#OJ._>2##K&5 M@VQB|_4P,X|. #;H9HK"EQ3I?;(ARF)CFY ME'NW>;ZF-
CL"O*3_N;^ _G|A)LE2|2VFBV1:~#8|"%:RLZ1(2WR@|H|1\$%C M3\$7-C;U%K=<B-
MWQ/=8P7-ZT-,*G@=*<9H5U\$#I_5P=-6WRMF"||\$LC(0Z# M=%|R!S|ER>>YO_@LP
K,1*-#49&?Y?0342L?-#_ /Q6*18LA*?I2D\$^|X|/ER MTTU9MS-
=>| V&^E<^|X>CH(|Z\$&1_:'VE&G,FZ:R,|2H'%"FDX+R,&'TYG MAZ/Y>|2.L?
@MX3YIW2:\$%_Z4Q_%FFETGIK2731&Q(<#||KH>T#1+ #0GJC/7)|GD; M-|>\$?
5TG6&@NM_!W%'7RP?3,JH?Y0&*HF%|!"V@2^>E%D1*K&PL|VQZ<(JZ
MAYL3&)S6O_/#2\$,B5& &9 M;#/.&NIVFGW@C4B/8VK'>;%./FCBJ='(3| /< MBEN?>.,?
G:FB*|82:Y\$ CQ8G4SX(\$O%5+OXARMJR *Y"\$FS#'UC1J50/7*BY@ MTB?
HUA&V(OL.M)YH%T6*FR1C+LTKZ4_Q\$74+U_%.HR1K*U#|XUA00VF..:M
MFY:-.9H0S)5VD'2P:|*5|X"1--Z_0>>YTT|EEL%O?L\$3.RI6T4^_"
MG)VRR'@J4F|. +Z|O>X9J(H)TKML?R3*\$RFA7NH@/62QEF"O\$Q581-R")NFD2 M#F;4.-
LF<;G\$|&T'|"#5?|T\$S9/BT5.6<|WE-L44/6>\$;E0J:>:YPX A<<' M\$?
4KDM2!A,FVDS2M\NX4B'&D/(72<)=>AQ1RWJ%FKILU^P(B.L@0Q+ M5#6KHV4MA

D+JB!.& 09AJS@G5==@/H0+
C\A5H^MM0P76+!/SC=/'09\$IQLO3CVS3Q0!7'&K8_,2,8WU32WS0
'LZ\$+ED9\$A)>@1"T: M@@"/,T5\$3\$N#S:8)U2QK7PX_055^E&.M.RO MO2#AMG0#%>_
MU1&/J)_M&F=%'+./.=T8/9'";_YY0I!#L)YF*9G9100VPQ M#59M!T,I5V!\$>!/#XH&
HJG5,CW(>OK:+"",0BN_?7KMWCC=07,>\$F92!0(V@:
ME)J)@%2&2)XMC)DT+LZ;@Q&BD"O,JHJKI"&?93!5R;KB_;"W9
MDA'-3BFW7%5QJ)I\SBTYN\ZDSO[XV1RCP>E]@REJLG_TB>"#8P6B>.*&D+MNQP'!?
\$B=4>G9;B'"4<@004?G^7%0000%\$/W2812DB&4_:=47WL5B!7R/R M#CH6F4
+37>\$.DP!L)^&%\VJ.O_R-5FN O\PO\ML\$E:IK(^-56NG!\$T!6 MI04TP?
>@"+:*P0U'""]4%&69>IO;3OJO8=P(O>>FFPE:1QBZFRU^OK_M4G8JG M[I;A+)=?M?6U-
EUT07Z;_)L7-+4.L.*)&('0(YT;RG*LX\$5P&>(E!PU>14GR
MF;^"F:9>'?"F!:#YMU:"N48;4(@;ACZ(0 G;.->69I;[U)@LVD% @O5>9B M0)EW'P:BYF
)W,+9I;E2^2B8=XC\B&,%-L;&0)1Q7;KAS'9%F1V2"B#RN2= MXC\$TJKI\$FH65#8I,+
(ELA&"S8VWMLG5/\$T^1*NN#"0\$:.8I\$U(1"B77\$IQ
M!7PME('C%NSQH%B(GWG#!)OOQ#7,88&3IM/D7SH@T%7K"U">Y QA[.MP+3
M+\$4C<[&E5N!/^/GN"TCWNY]>/O&_!B,>O3*(H6Z\N\$^YQI;::G&"U.!HJ
MF[S+1N+BE,S\5FXS&4U_T5;T9F;3^A+T3G;."="^N1'@Z!_4T%W%A.+!7HT
M^"T2;V!;&"?D?F#3PV\K6MOB2#VR8B5-2!>>J/9ITIOV5U'M\ M;RY;'CO+B_>.A]?S
T,*.=4(YKOA\ C126ZL'LELN6E8N\$005,PVV-MF\Y<6-PNT8V;E7<21V-
;6+3D4'_03T"U.%\HG\2P);_!&1T7BC@CPO*5
MTNBQ&AJV:*A00;5D@R#:VQ6&3@!3A9%|Z(3F0313X%V^_?6Z'"54NBY*,OP!1VD-
!BF%43CM9AYNLR+@UY%\$"JQGF4)-K/6P*8AZ?YCGVCERS20 ?<11J*Y-D#660=9P
M17#&A\FN^S,402(+Y&%A%6U\OWUMAEF^0\$D!'4-"_KQ;.%U M?Z;DG&AHKX=-
NJI102Q2C*Z(42WVRS#?=2_F+@D#79<6),4I;Z;(8E%O<^;:
MP*LN+|X.|IV@4"3@))UJFA^S;69!B!@^1*0<6!#*0D2%*E0Q P:?,N\$F_3* M=K-NY!MRP
?US3#+#6H!|Q|<\$|**N2\$D>22Q\$^|1|9)A@K<.(ML/N!"4PW'"* M:M#ZTSE2?Y|<*,?
<*@O=NN+#[?4%^XP^_A0N9F='ATJHQ?'9|AU<'A^ M?
G(:G!V<'YT%L^7I^='_.SPX^=/SJY)/SZ1>E%/,@:&V<)>1D8P8LIF+;?_T?^M1T8I
(F2.#LZ>A\$R
M5C90Z\46#U4^NT^BGO)6=^T+7D|1.6H1U!YLSGKARF_3CU.GWL^%2'A:34M9
MPKM&)\NK|*P/@R085G?1T;J3@9K|34RKV\4|*I2V;+,2|Q);X+04N))1;ZEO: MCK:G%G/4-
!\$S*A>:|KZHA.C)U=1LAQ&V M9V8;AOA &K(:|5AG'+BM;K?>M|T788MR=?"R<-63I.
M!"M?6T\WCXIUTNU,)NRK!_8&^I1=>,IHY?"Y_/F=|V;.%O6&*?W4|@BHO'1 MY9N+
<3=.P-:3|M F-ZT^%H!IB.0|*:'FI^B.BWR@^ ^K5?"N?X.
<);T'1_LFMWYH8E,_Z,\D\Y?"'IP/(JVG"#B='IO/CT,YP5Z-\$3 MDPJROQ3|.2Z;R3<)>BE?'-
Q FV\^Y3_19J%1|1#@<|TD2!'CAUS'6.ULME?CK3_F,/P MC'OHFM^4L(X(#
(&@_FWS<5;#^2E1YV F)PKI61D2\PH,)-S#HD&GAGUG|2|^
M^PBB9EPO>1ES/R,C&4(I-2-I44,D*B;R M^UL\$ M)J*T\KG/?RLR
O\$2^PW6I,1)_*K|"84*";W6(:C'OS628N;=I* PVND|O')I MFXMIZR'<_T%+*T*:A\$/PGV+I
<@)#.UW&\$D6A N-;R&_QK\$0.3G- 5B^;:CP M74B*O(FI7O)*PYY^S)Z6M1I*;-T2VZ.O
N';OV+9KRUN6Q5-C1\$8OR-3C3=Z
M23=4D;7I.E<80;G!PT:MQLPY62A:1FB?)9|K>M!19=\$?X|&_*J(:URV1@_"X&D!
M;)6KM-#T/I?J1@;:&9SDL:Y(!6E'PT(3;_*C 1OKP_NKZ|^\V6QZJL_9|Y<7 MWG^"V5\$?
775C=AF=7<+)\$;(:!?!6;-W8C|'+-(')O&|Z|B /K1KSOY.Z/"J
MA>DJ8_@L_2M_N01W3QL'M 1--TK2VGV&'=^;'7^MR!8H27!_-CPA,OKQ9Q2P
M=_%-1"Q*O+OX;*)RB\$4%@\$VC)H-I+K)*B1JJP.7M281V;:(8 2:0\2HZ|EA?M26I*J+
<<.2ST6B&0;9B|_& MMKTZ:V1E5\G:?.&N X|3MMOER,%6>OAP%|S\$!W98G_)EVO
5\O9;0(KN;> ?K&Y^|3;XK@K|3@+|#, -CKK(Q# MZGJ=X=|EM?%,B(H)GG?K\$)!K+&G|
(XV*:8RPNNN\$JH),Z L'C ^Y59\$9.7(Z MI>A^+!;H?"%|D;HA7A%J\$(MSI!\$IZ /GE33|_
%/2%4C8:R-L1%#RNZ,SHU#%
MWL@)P<_*T*.\$OR",HR@2W(3_L"WD*1"0QJU>5ZZU<(=3(I:C^7>*N+#X_U7
M&!UO+X3Y+2ZPZNR|VA=?F3-'CZF\$ L4P*';X)TA@NN^BHX?FNEN)?Q_6P:%A M|S?
H,ZHUPY4A.+|_Q,WZ HRFCWY>I-1*BDC\OO<1EL\G99X.*F%H..5>V!H-:>H'7*!22;
|>6#&TW.|#K7U|/A4%#<4 MS.^#|6>5_8_)M,+ZUF!R98O3\$/K7?N;:13IZ/KU
;+0\$)F,N'"8)QPDLS<2 M^,G_@H4'(UNQJ,P#,>CRQU3@ ^R|E19^WL2+3Z# M'8?
YTCX(EBYIUU)CJH-P3U!NZ#^9ZI8V!|X\$Z MVN"0|ZE'1N%8&E>M7D/U0>'2-
@U!ABIH|_B'C"&0YXX('B?<^ MI%+H;S7DL\$N"H.|K|=
<9AWDW30=/S"7@XG;4V/BIW#YAS4B.->HE?72VR@=

MO4Q,% "7W5\$V@TX:NDB:@H:=)Z_GKNK2>3\$! ?EM:CTVT0DU_)2I#-O)T:\UNK
MN/*\$'AU-7^/Z(-UGX):/M27GCFUG(V\$%,7L\6/EZH-'6)\FWI@#X3I5,'0R0/9K+
M\ZN)0H:F43<)O,(+-+MFR\$=@MDK4)@=36BXLDTL>?I_621Y2"5ZO8UE\}\$I
M:I/0T9HEBU%,FJI#,DH35A42EXCA4X3A16Z@6_@F50'C-*0J68ZY-1%<:>D\$
W*I\$Y*CAC^,7'Q:T*B@@+H+"#1,='L('1Z/@6.X*" (JKV<)\E MD\K+FN_1_+S,O'!*!
(JX^)&XM<66>!=WPBICP!U>%5,#YV+K. (,;X5^?Z)\?_DX\;M>R':24H/QI;_&(UA4
MX'X18"M%0""Z6BU' K.T\!-0L0BQS>GIMIEOGX04VN6<#[3*)8=732V9K.==D\O&.@77-
@77-,+&ENS\3;-F\|<,"#6 M,T\$M^&'TZD/L_:1NPDR^:N %P(?
!S'B3EVCWI@9HX,%Q\A&9+<"69?QJ&G5E M*+29:2QA>2Q2%'?NM:1:FN9ZWXP7\?
\$,5!&3YAP(X:9Q,J;-DZEA9EH&@4\ M9H'AH6@"3P8O"(:S2@+8R=02KB
MD"IVF@_ =V\IIV&E,#.4R)KD^A1 DX=?O/0#4-L)&OHI_LI6*,O2 'ZQA&A
M'PKR1,E3GSZC9PH\$&%\KW&VW,;^!'"')JO\$,J" T\$K\&)(ET)WP3,1:&^(-) M9CI?
0KH3G4"PXH+/:\$?+4L:R4'JA/71Q8%D@| \$IK<:PN-;U.:L\&>#;=:!Z; MR\$|W>EO139-
_W\;|Y/@N"W9.=L2J>K8#5M6SV11#|E^QS*?)ST8CO\G'___MGTH3/(G6L"=-?N\|
X<^JOC\$%W41)(J,%;5.D)81S2*R\JC>VZ41:SJ"WL F2
ME\LI6Z0A,=|F,896OQ<\$_5K9|P<=,;#GF)A7E/U M,2SN94('WF+?@CKU,!.!MD
Y&U%&FI3P')_K\|4|Y;352H<:9G/PFGLXE>&S M-0AH%FTL4"YVVL9"2J+H_(>IO-Z,
(>VJ"^-[*#!%EEV\QA7#\$+P2\|+TW6:4APQ6@^ MDN5-SQ;UA\|H,)|HW>U\FBQ-OPT\U?
F""M_|CB>1;XM6>PBK"H,-5^@#>|O-
M*MW%M8F&^5DJRSU4_YZ"6->WX.F,=F4Q09Q68_H76LF9L96'7=4WJ;^
MG7B+R(?!X->+AG,VK7CHX.ICWB%C"XC>?4+M>3A=MXH:WM\H+;Z#Q8@,JCA
MC6G94<>!=XW:3_">&U\8C2L)7"RYH_I.Q2%12\="4L,S@0\|^:C%&+2\VS)E
M2+/%OX3A;Q#BC'P%V\|@RX=O)7L5IL('"-+,:-8S#I1%!D;)O MI\VH
6,0G_%0\6AZ5IQM\IE,FY_,/X+@W
D!1JZJS#720#IKNKVD2P5,4=0&*+,P<#91UE55,Y,%AC="HTIRON_K9&Y),MC*)
(S)S=_G+/H%<*;|M0IPINQ\8SY3=J=I+@^X: +<#4@ M.L+(:GED\^X\$_^6M6OJ8CG
G%/9JP2',/(R!S>03@,@,M> 5!GP>CD|P
M_71;/IZAX=@YF*L3.7%UE\$R!A\$@^Q\EH(:TBT,8.%^AJYX209('5'DI'JM MK3H-"A0Z/-
XM\>J51 A&OX^|6A!+7OZR@<);!,3P@#N+YM2AY;I.U=| \$&^>| MVGFLVQIK#W/?
6=|JPEVVAI?MJ9Q4,!6?Q\H\$;IH',?;9@ #)!Q;8>V&82(- M-B&U BM\=!06,VH6:FRA
@-.)6,ENFHK"7\(%EK7?_A_?7',(R!OCM8TH1F7@46D)!G3^+BR'\$U%V66(U
M\|BWN\|@E,%X_:D@E;(4L6Y^U0YQJ4_43!95VW882-QV4"G4FI MY/FDND%>"
(8"8X6AB4\24)B,V6*,=1L+914%|'ZX+EN"DDTXMMCVB G,27Z/ M(=
(2!XH12CV7*R1AFBNL">\$#&4-DWDU(V3.QEMD^(/C!-XG#AF4=DGN0Z/BNU
M)@:;):T1/@01T^U/<)TF7%@\$UPBSKWZ89GL_*68X*)G+B7<'1G<@T6:%G#4+
M92+T&>5#8RZ5X4F"\$9NQZ:)'*8=^S5JEKYBTC@>I1YUM,C X)\H?)G@M=G\$G M6FI
'VC'WN4075KCRC&KB FCK,K?JX#J@=|9*?EH9Q%N\6.4S-\$UAP?|0N')
M\2\$2:^P7YM5M:\$U84:)YKOA/:YE%>B7I4- G\=T,N)0,T/D5V+\$<.|H*05=
MY8M\B;WCM*-7S,;T\$*MW8_6GNXC5SV8|B-7OJ26W5WA)C4\$%%/L/.CR,Q7L2
M%_U8S\|V@NG*,2?-E(ZSW0,WG4VD?AH_-I6.,(\$DHP1P\$ "N/Q-G6+6\N,Z2I- M%DH%F=
I)=ACZFXE37\EM)CKQ>WGQUAW\!0\|S(DGAZX;OC!'XXYNKAJHW'2%_
M_5("Y\$<|4J=29*AFI +?RS<085\H8PAN44T_.%P*YJ2.%^KKJ/?+;-"EN;AMO0R\$4
MYR:N258S\/*D(21.)K\^'\$|"6W:D\?WGA8.1/M57B@A0V3=FOS@FJ%5,2WS5 MB:
<4&@|3#&*&%S(%|\&_&T7?0_+E%Q(P^Z6J5!!DP>P<143-B)XRHZV,CCML&E
M=SZ8:&GL99K'D*|*S1=P-7N2&?,9<,BH2N-E\|=+,BH-WV+7S%_W\|71\|.3%
M)/^.>ZO;3\W\W_T(G-=+IUB>3KX_#={|ZKD/:789#;)|@V,;7,>1E#1=(-XW
MN9%;B,JJ55BM70UQ,T:X0+*O_?8F=2\|R=LXX&<6A;X>N\|H/M
MM89ZYT00Y:OT<|'Q&2X43^L*|L>G MKCL8FDYWL'!|)_#J4C#0G#K8S7IZ=FM-/A?
QX^5C*#P*,8&XJBZJJNIYNL=* M-
LF6A\2X3)PJ="SML)^Y@.JEOK/F+C*J5F)686|H\$O7&H?QX,|%;O45CV/K#
M99'&87;+6P@3EZB*8.A+'8O2C,1\VMJHL2%.A\/-<=/:H5+4)'1A@R0-\$7'
M4\$IW\|1QPXHM>2+05QC>C(B,O#JLD<0/1BX>8//ELDL\$NFNUZ%SVO(>;EM^D_
MJBf?@\$>JSK_, \$0AE_,P:L64\|&.L\$V>K0\$C^6+D1F@R(3\|JK7=7J<64YUK(3)/M?
6_<|8:O@#5>VG")D^C\$|'NT\$300Z*LJN7O9-E25(A)GD"9")/!-M42+DA9
M+)4\$A,O\7_JX7-Y=-^(:WYUOZ+|WV@^#G1*J'/?;<1HM^J2 C/XQK"%BS'\$
M0&S:SZTN#X&EN@ONCEG=VZ M-ULU>D,NX'M/Y+Q^H2BI,=&ASZ=Z\$TF\H0/LK5)?
2Q+<8A&JJQL#S+/-1#9 MYPPP_C*3U#/M5K2--@KY)/(4FS/=|HCQI=@'YLC(E)1 7-
M4K@5@X),?H%' MP4N;4C!+YC3*U#\|++F)VPBVN=KO@PF3O?W0WX=ID@|*E,QF9-

9#T(!@T8^!O7CA_#K36RF\$HGFJFG2?4A:0E?.DSN)\$=VK
MU%F0,)8"DHS,@J#T!7\$:Q5FB1P"F M7!T."OID!S\$ZVCN_%3Y&Q(ADN=9/W!
!<(YX5SRQ479I0!97/H;0^-HY1;WU MT\$-+71P5_-FH77/I8=-Z3:2/CQHM\+"0@T
NDWN.;6<'&IARMH2;ZH&N!3R MRC\C^=?HP+|NN0.
|L^V/9D>'#T404.QN4QBM\Y1^CIA.TY+&LD1Y07%\PT MT.%Y8FN98;
(35@|[^=L9|UR|MEO+|\$\$P+^M@EV GN#4>|?%T7SPZ6CLS%4MF5=*T^AW-
+__|X);F3"(N,/3ZJ3WS#D3V9|["#F:GOW4*:RK"+.%V)W:VEUXBDB+>"A:OV*
M'4Z*|V|O8>@8'&";93J-^A(B=5OBC3*:@.16I*&ZA36RKZ3?;.S7+F'#9PRH ML<)*.PHR()
(D#QX%\GC MVB>'|E:?(0ON/=+|A\$A*NK|1.3UU??<;?_V7"WGV52>85J1&^L8&O;
(MKW! MR((62FM??DKQG^2 B5MC7TGGH5OFM0(7G
M"/)3VGMN(@%-|187.LW&!DJHN3!%A8HO|=|YKW#*D7;1<:OIDIO=QW?%8Q!
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M212899P/JPK6)K<0&4_6"3:H+|)>E.XVXG#R7*C7K|X9?N_?9JC&'\$H2*Z)5 M4X
29|!ZL-YUZR^X/SFTS+14 EVUH|3#6RFB;7JF<|O6\$/|O_8@/8IB|2#7 M?_WS|>L?
&\$W"AM.X41O|". "F^08EW6DAK3U;BE?0"^,>T&VCF'I7VMAU>|J M13@+.;
<=G/\$A6X79JK/^9ZN>J9#VE*DJM;|B2T^XI&V7"WKZ2!=?2E>_72D
M.@U<_OFFO)&DM:AY@QA?KU3F|^8D\$'99 ^|U09!W.1RZ-G.U%K7O:35,2NTM M;8-
!OQA,@A,LVHOCLD4G|3<0>T)ZDHM8Y>NTW#1FFB<5, (^F4(O4>1|J>>J/'9I*KA-
S6QE!&H2*SX"X) VV@!TDQS^NO604_M>(3|>-TGV4\$4\$I03;
11/S?;#_G4XGBY"5,V^36.>%O#|@Y-GN.^-VJ;/O?' MY-\$NM):|MI#MPK*PDWVK&
|^W1EOK?1!/:?6YAOCB8'LS^LM-@RC-!);^Z*\$3| M\$05M_6Z+W%?%@-
!6<.4;G;N6V\$'):J4:|&V0-10\$V!2FH^8?3+J>B|QR"F|O M%=PH|SMED(W%|)"#A-
!;G%|GC5#.STH9;T1WHX/1O#PB\$?K,L\$C:6U;?N-6\$ M OC/-*%MTP+ #T8#V6X#|K?
\$GN6Y)|\$YI?SRU>F!|O9SSHX,&O^OPZ)3*R"O: MR'S|9V*UQ5!;#PZ!\$&XN/|TX?
*G=|Z'#|^H7;|E&&_?O'+Y;N/W^;MK?&2!K;5>-6:@F#!A;EI%|HKB+^ATOLU=MJ&
M!|OG=QN6+!|>|+ MCJ'KVODR+649!(41!T#^-#6H;=.1ZG=|XL,D+V>6B|O\$Z8NU)S
!:'Q@@;XR ML\$KM*8#*^W1_\$:P(_QU;|!>Y+Z3CG%C2U MAEM4KG4N.IV2B&K-
!^C4U,3V4@L**0KJP@*(4ER%|D&YY9(B-WI;HO0IM83' MB<|>4?V|10H7V=G
XL^"DE7:#X2LVHC
MWK+D?|*N&V7C>HNF^=E#PQG;M*@LD/VQ(YM2X!CG9=@:YVQG@&^"-42T@5UV
M_IXY|5O|W4X&^;PKW^>G1|4/_??KKM(@.9V415|U=+RGXQ2Y LX\$I#=5*5
MH/0%NF49A/U LR'UU>|VDWBN05>?D\$9B>(XX'@?"O-U7|J(D);O1>Q&J-DS+\$6FL(?
PL"NUXR6|!5(2&:8.>|H6S#4F|"0E*-4F)V<_/,UV.#|M:2CMDCHY>DW)MJ&0|NAX
M.CLO=>X3X958V08P 300^@!M1K?;%B./3Z3JQJ@KM+K=|@X;+4FQ5|R?AR07
M=Z*QZ|&=Q7PU6.<_UO,*_%53FXX-EEQ&Z@+?X"/.1||8P/>(VZSC^VCY|FB?6S;|G19*?
%AB'O".8R2+;XWR!A,CN2&LF"|+84XNE(B9|L%N>Z,^2<_/P169;=KUS)+>AT(|V MX5_
)MHO&41/P3O|X@M|;(2R?R,&9;\$:2.|WL%U11H'J5:(\$3U;IV:B(LZE2 MP,RUBK<&R)
|>9MJDx(ZZ=|X<'4S/HJG?>J7@#KG35->5|7)OTVA.S\$XUA1'3#37!L|2QZ?
@98D@UGB'25J.|Y939L;94.NO L?
V|T<68,GA2:FJC*EY9U6I7MV|V,Q.S|CI=B7B%3C3!WL4B?Y(Q*&&X?SKG|JG/UPSW5@P
MA;^GAKD:-JGO=^D=|TZ;7F37F0(|,VM;0NF,PH9-3)%0B\$)W"%F7#@;J!5P
M=D@QJH,#;SU=32NX_9Q?Y|.F5#IBHV1|KFP: N\$!|3ALB7I#:6G#(?W(^\$DY M1=
(4.'EBUL3\$%)U!TZ_&^@?X (P@PCO&"|B:WL|&SKAN5Y>+9|)_RN7T8J M>^'_J,3".
U6@IQ|HBPVI^XXKH4 MIXT:X\$6XUZFM#XIV#,\$H8 E*=;JK\$++-|)/TZ"
<)|ZU0'Q*D3H+T|4%/\$Z0O M;6=5H CF2L4UA\$)K\$I4DTR"#-.T++G_L\$/+%CYAW7|
B7R2)W8ADLAPL#S7@@@5'Z1,72)^^UU9NH>U".CG1+@ M--
N#ZA0"YVS'(*I6*5XBW|B(B:Z(X.77*?V;<(DG9^TL2VX+W4<&ESW.OX M-6%"|-%?
|(-#>'@TG9T-H:|1^*4W2V)"7|M|M_BU!K=2PLT02X6N3%J-23 M8BTK'@&VO"Y2)5P?
R5;55M+OQ|58OG5V8\$PSL_*QWK!K|XJ^D=P M!8Q|NOL!;|9R!&>Y2?!?FK5(0-
JVZJ7FZ>@6;0V;15@?4F^:+-T-ZK=Y0R7
M|7WT11V|K+ZHGP7@K%2@NU_RYK8)%GCMJ|^5-S(0&5AJ0&LW)Y#|K&/327R
M8R!OML+EUL4C(|T;JJ)8+!*0H^N9D(S8,D7X4HUQS':|R+38T/V)I'D-^L
M!6Y",4JK"B4,8R^MC.MTZG@22M>_Z8HN1X9!E41@|>=DYXUFY:A0.3P<^":Q;
|L<|,OH*'_3"/0U M92+;L/*|Q-O=%@-5G4>UVX)BT|;_^^(!80)Y71"
Y"O:\$N1&/0;ER@CK4 MB9MTA=?K!IDW\$X|KE4TTT)E;DP2M-+)CN3UG3!&=?
>)E,#\,C6"+>% M(OWKK7GF#DFS,"|?AL:3|_M (/OX|OG\$,8'TL#/Q<B.@ M"AB=AQ
%4CDU/M@BR_++>7>JLAR4Q*%/C#%MQQ:.T8CK=61RU=%ES7/@+3
M(E0&2H#|!*\$1;>-+J=N88S'4M2SXG0K/ "V+#9P|VY.Y.).?JQ*W)@D^|

M6NPTV1U#K0@E- KUH)+Q*Z5R\#&9X_6,HT;Z\CY9DA1Z)"_:@N&:-M56_-M*
MIM0DT)RA^,\$M?ICUM/AAET?OGD\:&L280;H20XM\872YFW:00U'G\BV%A:J
M9R\,:Z,%#/.9M1\06W"O_NWDX&"&U\XPT/8J#<[QC_]1FB_*J\G#-I,:M
M\5*3>4%5SRQ?\$NK\Y)2NDC(A\$;<.4SHKFAZND*?Y8Y0\$=TWS(^TQ9\<-QH
M#P*\$3R3##D/%W#WOR0K\DHXRUC="_(\F4.K69=U2'+N\$ EYWT\$IVZW>.>B
M3.)FGU3=W\+J*\$&*W9,F:R^@IM&=FWDHVA30 VS(5Q0%#X"-,')E,^GI/4;
(PQC,OV+!D7-) MY\00!LQ/&DZJI^Z(E0ZBT_U)^Z(WTGYX.-UM;U&+^CER5J"?&JA?=-
^O.Y58 MN-
F2YBJ+3KAFZ+_A@_JLE&K/, "/COT3=F00Z,ZR1N\J@!7#K(H%\$WI0D%*1S1T%HB;;L2N
I:VX/AEU1:\ MP\TJ\@N^KIJ#?.(1^=*J"VHN%;84\$H9:D^> SE"1H5,OW=2D#;2\0>0I"-J
M%<^/\HP.G2FJY7Q T\$,V7)B)E.#\+1F7;"\B^YU02KNFXF\ZK Z+F.!#0 -H/ OYMPY-
L(&,X9;J6=2W!R460"REIM:MJ MA%#X=\$2JY&!0L-PIKTP8ETK"Z&L88(QVL^2J\+R9@X-
C"\$"KPL?XZ25A: &: M^1"H;H_M8&\N;SYI!, ^R\EQ7T-#7_?QE4#"B3AF^R.VH3R
%5\TW'2.7)KU_MLA)Q>3DBI+2FU\$ERL)P4I2Y)\L7\$:>B&@HV\6N>4JD2N0*Y5XM"-
BU\ZA3 MA#(XOCWHL8VV,\$K?
P@^M\$=:50UD>@\$GY4U39L(HOYC.=:AF\K3^D2!D= /2
M.\$WO\D2#E.&!05D2#4BXX*??@JGW9B3G\@Q@*DW9VK,WGUSE?LWB!) *W-KT
MG\;X7?T02RW JP\H\JQ<=6K\^8;*C5VF#)#NW,T^N\PTJS))\$\$.9VMDC#N83UI+/-
'OLEYH@[\7KLNTR<'FY)G.)X MP^_A0N9F='ATJQ?'9\AU<'A^?
G(:G\I<'YT%L^7I^=' .YP=_GYZ=:S MV13#H\M)MW,,7\T>V.\S7OD*)R_+5\CR-
RM)JUV5C,P/H@9\Z31\CAS./S7 M\ :FAE=K)#^3.HL&=#?S?
S<9_V.60M\BEJ3;83:0MN\+DE4C5\$*KJ& H*G& MK\$!2XQ&\6*2%"
<600_2A\8B'>\#+&3ZV805ZRP_)24MWNNU#R.,(\ZK=">E0\1%@FRR+*.,+ZL_8^
MU(G-+= M&;E6C'+QDJ>_A9)K1:OFB\N\\$(O\#4?_C;WYB8\CTR&1KC48"D
MBTS"%\Z"GC6U?3AS M+EJ^-O>.43+9JK=UN;B<'OEMFA0WMZ6CQWEZ2+?
U%V\$M&0\$-FOA@0=+!*\@BO#^M./E7/W)\0K0%!\:
(8+G)N:VJ/X>M:50N^5NG/3L83IQJ01@D/6(3IHECAV^FQ M8X\>;7R4?,EA9&
7+I<3CS(6*EU\$?KA"71.HI8HS)?-&V\EVT+KM3S;S#59< M!\/"B#+UI^@^E5L_X&!QM
1,/(("\@Y97H'8VC;:>0.&5)WQFN=TGI/1A0\$W@_M39%VZ*GU?4='?
8@3G;ZP.%\IN.A%O_KNO/-NK-#X,8&;K:)R\JKZ0JS,K-? M02FS\$:X0)\F>(6^\$4\X#W1\G?
AKJ7%:-RA\DD&KK9)4<6DV)VCO;Q%VBDN< MT>*RY3\K\5/#JA#NN
J+U6#"/P=TT9:&MU2=3AIMY<8X3@5>00>+7".4/N#O M7PIP@K,3^U
_VM;4?:F\8Z)3GWW>M&P/A>YLPMI!/M<2HV_7-)M3CVJ46K_7 M42EJ3N7;8E#
(L5F;:=*Y'S%A(Z53C0F)\PW9%>N,PE"V0BM-\XXTV^9X;#"/ M'\I=WS%#7P\$
J,V5\GO>LH)L,#IJ<<@:2*J864/&V,T8'^TH8_QZ\QCGG3;H MMF;,>\5*+&ZB>E-
QQ;"B32\$^S(Y1\NF#7;+=F\':6Y9\U?H=+Q6 MVC@1D"E\H M?
T5!\$R.\$WZQY0&J3VZ@_"#7:'K<=V%)0V+,S?/*82+H&K;JU*
M+J0SI1P5"\JH\E)0N.,NSRZLB4-2THE=;8=TBV'1DG334='GZ_UBM+&1)X8
M;:I@-0XJH60F1F/9Y1-*G>/.DK?_KGST?F6QML0JA<5N<;3@%2XIHD CN66S)
M1G1T:YN!1W&T\$G*4\HJ1"S*JR(*5(?D\G&+3'T9,,07N0.X_4%DMGH#@#W\ M7-
4V7S\Y&MG<;Y%(K\HN/2O;+=%:J\$9,."J^&6;!? M%7?A)&^LIK.=1"6S\JR-JC?
F563A\08D6>(\$S?PKM6_8.CD!9QL.GVJ\8^EAN3U\:@1.'7._AL M>G
+D#6FDS,*^D\J M:E(8FXGQ@R'Q3VUD76J)+\$6@WF 53+05:G:T:E?I, 4
MW92R#O\>^:VS:RI00_%6(VSH8%,(OB7;:&.!QTOWFG'22<=)\S_N1DBB;
M'8E4DY0=SZ\ M6YU(8L4;7;"2. MHLH-I,>7[P3"X%)-AMS*U-*E
L>1FN\/&.*\$XMJ>MZ'DI%W2ZG/\0K\ I" M:&:CM3/9M05ZV!4\2\0CFVFPAU"PET\0-
Z<4\/@;8%\Z(Y=%2*L_9V\QG& MZ;RXQ;\4*RR+
F@5)Z2W0.!#;4;2A\$F6B=&@5'V\$NA6L\DPM=&0YP>=34QT\ MV%);OCNN_H2-
_*W+FJ\K:SY+0\(\ ?5/1HK0SS0S'0:FC:NF?'W^0JLXO+L1 MM56F::*J*
@CJF66Y2MD\2U%W\!:/#QRHN\5I^:J;U-A\#<)" +I5FJGSF?
HS4Y&C\HKRAHRI@8MT&9\$!Q\JHVMA=UY6,5GB\ MX,KD;)
<6'\$D4*ZSDG.O\DI\79F\H\U;:\+7H'\H-X%%F14^H M3A\$S\$#X?\AH\CS(T<&S8!OH"N9?
AFTKK8US%FBT(:OM0W\6\VQ'W6\D)O\$J0C\H9&# MJK9EJ+!1*J5N#+1-#S+-NF@%#-
<3Q!\,LUOP\$Y?HOX/YK A&1SG_)H>.OC+UVH78*H,
M^D'0'1%ZH)U\F^L7W3RP4JQ0LRPMN<\;T*&! =1D.KJ2L%IF9T\KH92,"0_< M_;\.6-
P0/K367V^=\$D0_*TE(*\!'900>0H WU&\6K+GPE^W^E4RCOAONVIXE
M&^42>)N(C=N4NU;/2"*J7.\<.CD?A7WZB5+ZEAU\':@=_*+V)"0AK/:V\;N&
M/81WWU))8TX:14F=5\JF#74E-.647E)F7IVJPN;:Z-N"F1D5E.?W-CB*/Z M/_?

5TV=X"10)/:803|#*PD8P^-FH:R\O6H6& 5=U'LC#2-00=G!((^WO/O?Z
Ml.'\ZK/OL\GP&^+2KS5LRR\AJ=9\$Y9E30+|O'^H| 2'*SS?,L0D?=D50@|M
'Z%|A#)'FV8MFH8M/+XU?|H%C%I63 +ZOAD_Q)3K,%L,G'T:*800D(&ZG3
MA5U)@_ =74B8\QB:8U;P"@/'\2'+PSZM5B2<#.>,QG9W*+YBFF"2 2U:9>IRD
ME.,#L.728 WB?>#KQ?*-BA(?4 8TC,?X :!M+(\$!G?"|H"H4T|&'>2MP%R14'E^3|!%:@4?
>^Y.2!T2>P MJO)F!&GK^6HJOT:>&E@Q)'5"#0#!45W+FR.
M!HA1ZTHOQUB6/_P)/SW/DC\$D)'9&JA\$EU!. -74,ANO:IO"BNJF1;E!@KX! M*_\$
2/RVMO*#6HI'Q|.:28=TB@/1& M2S/#B07@*W"70BTHF/FU2:*\$"=\$M!40',>| ^3AC ML-
A<&M4 |>;X^*\$P103;Q12 LTV;S|/JUR%U:\$G=E|CP=>0SDX;>|*K(;%5
M3/N0>|79JLIPGK66T@QB)LQ=F7(N_EN%RS5)&5%*23C86>=(AUCR:M>_0J03
MFCDD7Z@A-0R!;S**"J9FUU7%)F9A81)H.IF&|^Y.=49H<._VFF@M|>Q1.:6- M2E-
T"%G),IVX0IP!MOBX+)-S5X9;>|04*L 5(^_UP232:|SI3+Z;V=|)&WR%)GKBHXD^/-
@H9^>KL!/^ M@:'WCOJCK L^Z2^-(|OEI!<'6.WEK:DZFS|-H*<"Q4<|UA;JAL>OPL6N|I
MM8*3KN3"MF2Q/;&4BG5NTKE&X"5"?^9W4LI;2T@6Y.=GTRN(?NM(NI5;4Y1
MU|;LU>@!D:<#&S%3%C3A<|3GMLM"^3=9:D"R^A?WM 4MUD@=HDT!7IQ;CH/*;3
@BS%03 M%88 4E+U7\H64CFV,)8DX83Y\$WRW|2R+>JMN@F6CKNAIX*
|H<|+I79B@HR*3 MP^"%+7>3.-\$02:0V35&5UB1!)PJ.E@*J|EN3;
(|:9)Q4665.&+54L=>TT:N@ M+6'L&,X!|=@%(\$KP!%IK&R%L;IK 9J1GB_NH&'?
L#|YLJBLFY.H."AW|,|2X MS%<58/R4>PA>JGKB;
8!;PJR^:DPDCN'O|BZ+FY1_ '*ZTMDN_+OS7LC1SM7R MON.W_F@8R6&D5M@_"*6
?:;XR;|DJ,Z*@)J2BE.0H6CG M\$RG\$6;=(#9Z3DH;9PMT@
D|:K=5ULMMASLUL5<(KW+XB>2S-9KV+&M=J_ZI& MF>VZ+!+L5;|2^| %7^6!
0QB.=@>8,-1#)6 ;C5-2G5?:J|8, ""9PA|DY*+M6/\$6S>6/SV M\$: -M%MI
U^|E:RI*#O!;QV%:A:%U#\$3@4,DCVQ5RC\$T#U"E&+%5&I_J\$BK M
MYG36R!^2X('R#!=N?FZ)I"LR-RDX!+%T|PW7<+|Z/9R,<_V2 MBB2UBI:D+,+<5?
B/B"EOP!;N|K+-%N,U>MD2T@57=8F.PS40;AH!210H%H"*^AS>.2&-FONY(8B?J75716-
ZF5-M?Q'?5I9W=A/_.\$U*KN^(|A#4 MFY**|*%|**W'KU!"|PX?3PVQ
A!+VCU>#_ \$!P7A>I(OEO- =40AE?IP5=K+Q MU.!|T.PQY
FH+|IBIBS|*.ZKERTPRX;C0|QRA\$P?ZKCCZ'17,K9+QB|H2L8A M%W^|Y+'(15^R5 T=
|O=PF/AF?)^D4VXJT%5-;Z!SP?K %W|H|O;(|\$1+02 M@,2Q2VD977\$%;;#:;ILQ
LVUQ6J@9@S02NN9R M"?A93*UZ+5YHTT|.GFVR8; MWW*R_>K,HDE62HFN7#
MODS<(5_3+^#(:)T8G'BG188R1M=7>PZ0=(HM_>?#8|O=DL=HH7PY?YX%ZY
M+7DUQ'0P3>|D:.W26|=SV".5Y?8^5Y8'\$#/,T|.U:\$%D.?2;C+GWKH|J%9E
MS\$ _G|J|&|NH#ZYK6>3V&VH5%SM5A1%!!G%^L..6-UFVDV|-M\$FP|JTZ2G(MI
M5M|(|OA3S/US,|YV1Q6S^002DT_#%5ABXJYNC)>A7N+:6Q7FOI:1_6^^(|>
MHTN8Z"Y*=YDVD8|/*7AK6;W"\$)=C>N*7DJLP\$V"65IC%43X8!&%Q(R_:9-"R
ML@+2=6)IFF%92%/&;6_7X#)\$50SU?#F)Z=;,#_).UYZ^_S27EB|YR*64I/EI
M1A\$P%7X#VAM#CMHT\$%TV?P_) \$Z&*@%(C&HCO&7GG0R|"
M902\#"T|9LWDOBH;Z286\$"!AYMTWT+=UB6P;OXI5A01ZPL|^M%B-Z|@5!|Q9 M>
:PPBHX6944)K|1<<(U| %&?^0)21.0RTKGU-|)1B6<|AR64?&|3Y:GM&%B M@>|/
4Q!;UZ!|)J_ ^QDVU8ZAF< M5TZ|VY(X!;CGC/#7\$0=,I>_7N*5*6ED-
G#>Z6'B%UV_&TJS;T;=1PYW25;_ M%HP/7;_*2DJ<_ +4N3B5?>'V3?5NMF5!?!Q>*BU.?
NGJNZ>'L-S:X3'V#9T,-)WZ:8'ZI7*7V.2#@\$=:YTD1V:B7DJP4G M_M4BU,23)
MS(E'55O.WPU>-DU-S03|4CUX1U*LZF,>^1ZV"OZ9E:4Q%;-/=\$ MF??7#%J(6LA5MWW*
+4FRS4|A-|L|MAKX-U3D""_1-Z|3>2@;R-E"||+)5 M3U NEVP
;K'6A|UVNS*D789|J3S+D*@5V.8?"BICEZ=7ZOQC;V./G"8#SL0R ME@9?
JUU2JM!H"D+W@?W&3JR2_8@_LA M8@L2J-5J+)|T|H8D^9-
FP|HX#)N5/|S1|3R\$K@>E!>?J?>3T|NGM|2KQ46E MU=9"\$5NP.'D3
MT@+1|25R163E9+4 2F%DK|9Q#GIEC"\\H|6!;2Z*7JFH(8?!V#5_GB-^-!;F%,_+D
Q5|!%7HN/F V> M%Z>#Y|BW?
&#&O5LL4P;"JK5.JMB7;|FT"CS>Z(>\$I6WU4H=:9\$X9H\$4)(6 M"6MR=C&-
;?'D<|7%I6XD|M0ITW*4%3W(QF&?PNU3IF*?I+A|8YH/9C|=*J; M?1GG>JN>N" I
9!|^3J|N%O;,\$)7WGJ2?P.,V.2.KE645TF>_8|3OS;-NZ60
M/2(GO^C=5;.NRG>K(60I8FD)XFX KU>7 T4ZCA;.(+!|H|3T%59-KY5)1+LP-GR?
N5KGH60G&(|MT*U*N0H<,_J4|)LTEVX-'Z^6%U=NW-PG4RYJSS-<25N6
ED\$'5X&,T)%!C M^KFHZA=O&3TNO;6_3*@A2|!%: ^!WEGR) U A3)GC#
|SC|ALNED\$U"18E|MC< MBAK/'IMABP\$MT?JACD3Q59E,I*>Y,H@O3HI1BQ0
N5::IX#D7 T\$1GX=57Z(\$:_JA:99#\$NZNQ/4_P"WA52AU;SGF:=|V&"XMEK9X6|2|LLU.F:M

9^A:M?IES C/- 6*!#B1-D|U=F>B/8&\$XOE_ '(WH;
M:KC"9X>&,2V1VR2& %TQ0R\$(+74^36J;8W5_?F)\$ XKG#IHX0^LUNF(M'C%B3MVO;
_F.TLV/WOE|.QY5L|!|*VSD IG%BJU|K+!^5()^V@,-0."Q&+> MK(/;.:ZN/KJ"<+K#@ZBY?
YB7|,HV!?:MQK2*ELF MS!Z:I6_W\$CT?PN!X|WJ-7 E,1=_1^%:??%M">T2AZLZH
T5|!W*O|H51-KI59 M@=ZR=@/Y/2;@R#L!).8&KXGLM'|^ICTVD1P_4-
>MR+CD)SANWC9QGC7:|UZ\$ M_-;C!-X4'LSNC>5:D":&<>H,OLNHQTX>@ X.C90?
^U;|F"A|7++|@OHFB5^ MK_7&&HM"X/;-Y
#&T>@MV\$20AC;!OD8_9GI&,:DZNR';6H74A|'EWG@FV=CRM30NU-
@T"F0S6S.%&3&LXTNYFRF1)#*":.1:Z*F#@?_J OZ|UNE M2;F6+>NS>S-
KWDR84Q,,#V2SF|!O1.K_9K.M3%=T|=OSP=T6&D&=C| MCBJ*A9RQ|
(.M6H_'4X!_0%:_L'J3J/U2\H#?)H;UK60F>XF33
MYQJ2VU2+>%&2QU%L_.2.#REDD6\L7^*R3O.9ST9?56&HZZH46V(LM:G"? 5M< M\$YJ-
;B;-L*95M6L74+4HIPQ5G#PWYG?((NP'?+<0 P6-B=A98 M+IMQ'C,1F5G0H|' C|F9-
!4\$95?T\$W3\$?T2@>L?\$35U/\$G?.B,_N4_51CZ|'
M0K4X)|S<V!L/2@;9&DA71M&97?/"&H|LVNH@ M9>F|4(Q/E|2R#/UY.+M^0*QDN&Z:=
<28J"-QEYC:3VM+6G0:V|/GO"%Q#Q'I M9'L7|3VQ|<,K_F|0FLHF ZRQ6B\$
(4RVZD,0:P/8%SU?,O=8@|:Y)\$OC*P^M M"V'XV7X&| MI-MS52A-
3.N\$(#62OTGS1"KML0H\$ '!L=|UIS&KTN!#.J.MP3L5!9SB;MK?7
MNL\$6SQ+K:82S,VVJ|8*>+O(2"WB!'J|8,V.#8,T!4Z:|(S,-ZHYE= HNUVR MG|(8|WI#
HPO-R#>':X?_SR1Y?P@G>J+># 'RTC|7YA)AG=@)"IV>K3--6B M\$G|Y=9F+V:++
<_91L10'D-0AW#"@^1B8/R-BZ3&"MJ7E\$+T4^". \$O1 RZ|X% MRLG5635+!-
_0U\$4TM6IE<:ONM0Y_5"#2)K:SC;%%KEJQ@Y.!8PX|UUDU*5.X MW^@QG"9=
/*786^J@ (C|=*1*KI# +B-7;YRU=A_8Y77'3E?=-1WL-|U_H+JPK
MC1LRXU9Q|(IDURUJ;|&),+>>I8 :GUGK;|1TXJEC=^_X8"35"=D" (@W'DV!L
M"HN/62/S=7^I6Z%_|2Y//81D*VNXH,#SC(5|KI6Z*T|/7%V1HM5A!0M\$?#%Z
MVR^@\$D'0TS4,!%:_|84?@VZXX*V,"\$3|^M;5F"%7PD^7A BR.)KJMS6#Z|1:(
M;T|;\$Z:2Z%P"LPR1M'L-BE+8-=/6X(N)UW*IJK|T|HTPJ|3,)!|^|2!5:H M<; SPY_!K2A^|
(?HH,K(?K\$5)Q:B5J0A4L:5ER\$Y3=U,^Z*X"26FH-L9CBX MI*6@X9P'|;Q)GMMV=?
+V9GL\$RO"C@)K6OI^|BHEJP";JYR MREU-
WCX@|5#>PP(.EUD|'M3*O"M&."Z>|Z:\$)QA6VV&C.GY43VXVMC =E)E4 M;|VAP\$+|DG
BQDFNH*8&* &MBNL"4>+,*TCB\$-WJZ#NLQW@GT.J=G7NAJ ZBH M-
RL0UE+B|DRJL8YUKQZSC1@\$3FZ!8MN.MC(?OM?NP.!:H:MOP(VF4G?TC(A1
M2%/BJ4CGD55GWY"/=ACV(@M.6K';.IF5 -6OUEI|G5K7GY/P0DR*>*K.*D4
MJ_OX8EY46J8%UCBF7TQX"5|1F\$%|F|)9O:>>F6--!|,|= (4*@WM; >UT9X5LZ MA<>M?
CYZ))>9|&|>L^K0>W5|VI08RMJ46|LOT'M8U'#O@+N(5%B@J#Z2M8N
MF/42:EKP#UW^:/9_L|0Q^5C|?0PT"1J/3%IZ<;<_4F1.Z"=\$U:OY"L0U2XG
M._V7<0*7I88KP/ZP4I+)|2.2CCX.N^/|LR'.)3LFY09QR5=XNZWWW!;R3Y80 MFV\$;/DB-
|D^\$6%=?H>6&N>DRL@C1VF>#@|/2%A7-IV6&A=VDP;0E=D6|XH-#
MY9L|T(3Z%LWI_JL=.:>G|R4G/:?&RF>E4;7:HMEM1FPTGWB/3\$|G4WE4*YS*E
MI&^*N?HDF\$.4CLBG*(J+B)P%LY+\$>C101AE9V43BZ)E&DF-!PP=CP(E,M,2
M*Z|;G<64C'9%8HYA@4)0#6?+4& Z(AJ"=|Q\$=M5YJ|SI_=K"AZOSK#53GGYZ:
M|F5'HNDX*9:JS7+:Y3Z AR-)?HA2=A|FH8JA8SA=FT#<_J8AM;DSD@HKP&4
M*I/M(C)'VM;_5B*T|LBAN1P-D@_QOE5H\$YZ1>*0T\2'9)5 !VM I"U.&2\3U MQY-
JX"D2XQJ_4MZ6EX>*9|0B&'H0MYAW*0UZG<|1RYPD%=0W-> .D70D>:;-7
MB|5UU^V&R(+032.^GH(0W^BL@-: @+T!
|H,%6#CZ>1H646%U|L)M3|_X(Q%_U1N8#7-&'TS-FK@5H2<7"6 :.QZT8W;^C^E8R%
M%*7;P*T|YR@FO68=|&KK_VOK3|,*Q-ZOM4-_)8P(CNM6W==W@RH|!;-=X5&=
MDO>&:2QU)R:I*87NO-6;+BD"P-/L8\ R/ZLAO=*J|S4!|=LY9.)/2.L71A*
M>TAF567&***XAL^VWY/;.^U|X==XM-2W8TF(|K"C95,F1='<;SX?3S@997!
MX0&>Y\$A6@SEAQ%AXC0M|&K2OFMZGJ|K4DF_ :D'?
<-0(|@%N\$|M&^:7#YP)^<&K:X3T|'A8(^|>T;"K2G#&;99@^+
MUG89IH&2"DV_MZ|A\$O2U\$0=<#(X#AVEUAXQ_%<.W94& FU.2"\$N2>?1#Z@%
MIXAPB0+"9K0_0;MT2PIL -:OIQ!3=:L;'.NOA@;S&2,X3(5SQ*J6SM%GGCTOX.&:-)HW
*EE|FZQY;?+MOX_-28PT(@-;|H52/8&V|JA261 M>?
ROP,F"AH"K>@E#*JAS<1KYC2,S.0T.X!<)(U2;T%-,>.%U|0L ?WY!8ZVM
M6|/^LWO^O|OU!4N8)H;ESB2
M+ALLT49H_6U2XME=4SXD4A)A7EHZ9N&0D@!*3_S*#!ZD\$D1!Z=+T=BNT?;>
M#U)^@@"-=:64>#3:Q_0%)BJ8E.;QR^C=R'B@%,=>#|S^4K*" (H^I%KB\;E/0 M'?;*>

I/R9X#3QU>(J)SM+;X-[P+X\$-FGBH:##\$XVH;ZF?:JA1<9_K]_:+
M(I5D">ZBB/I0S/HRN\A/X.W./\$.O\$4P/XH=)1@\$QL;GDR4PV#53|BN# U'5QD\I
MIWNA,O,!5T6#XQF=WV2+X!!J#M M1%C-V UF@C1C*DI#?
8\$%FI138MU_FTZR2C,UO.4\$,V%VMD^&|1A%8CY=8Y=C
MOWP#AXECCX_82;.&|Z^%8G:%^.(*MBT3L--
ZK3&2%6;|1;TCT0WB[WEVYT5FJ@W(S:6BP4X MY6)QA,?:-JE_Y\$S=29;H,Y:R?
>=VNL9U-1HL<,54V%.Q1P4=|#8M,L=/+\$+4 ML^B0S&IT)D NKLIBM81\OH;J3^UK:J7-
\$.?L<=9Q7F.6;'^MO'=4E+K>9,4T
M)0)^&E%.'J4W>,!,LE*9;3BRZ+-3Z5FFH?!LP;CA+,1W/2L34-C\$,Y"4-?"4
MTF<)UL=E)R*O/^--#TD=*CI^PWPAAH!\$TQL;AB0S6E+/XH-ZI&D6 M<I
(UUORK(:+, 'F;R8;|^=X706\$O.G2"i^H*OK.OX8%45ODJY@O;6;^=BF0 M#AGUCI-
G|,\$RBI\$'F!N|.I(6",4!0T>&S+H|,!U\$7S|I>AFFI@9Y\$SC(BT^7 ME^?JR6,6GWTH#L+5/R
I2,>?7 @C(,+BCIT>VU 7D8 M9=[5FKIC;NX(:'V:&W1DABX3+
<:*G#O&9*S&|ZRZ5H|&C%:POCP16\6'5'^+
M3BQ'3YDF59'C(UGGSMK8\$GMZQ:>Q_#;R+8T'YZ|B,KU:S;,\$|6'U@"8|6\40-
MN0BFS83F.J'9F\$26>U;R|_0^MFSE"(W5 F M-.^?WW53")I HIB*.SI-9UF>R>BA;'AT|
(O6ASJ'8K|R2|D+Q+|>_H*.&3HF MF5K|'6'H|V1>7!6K74.O4TDZVE EZ?0Y-/1V>E='(?
7SF@4_TEA7LPLK*L96 M<)YK:1)#\$X:5A\$4A;*FKW,@<<&S@;EC>
IL*PCRR#|'L2R,+^4;B>G^\$6;/T8 M|D;6?J|RHY?UW)\GWM(I@%,K@R-
%Q2M_K=1D*;^_X3RG4WXXJS79KD|78Z4 MG!UD9_\$HL>EM8A+-\$VPWJ_I
BM.P)PVID>,9-O;&= M%W.#.,|3>E)(5Y!^--^+?80&-4WZK,PMT5)PO@Y(M';63V8
DD\BG400SWTAU|>)\57H#U0#S66(<9WT<-L*9?#-J,03=VN(V M%O+ I69D0 MC|S-
<*(,SS=3OZ(.5JYCY)@Z+QOU3I^>I(:S6J-A.1/MGG"9E M9JOA8A!|CU+S';GJT64
D&O;BD&H-XE?F"^XGJXN?#O:+) \$3LRFHF@JO7EE MVFQ)-
ID/=:WF'(UL^5V=\$F_0J>|OU*A:E% WV/68L; 'IMC &%'"XSO<(K. M?
OOVRUOAL/TB!3E@JO?G6&:0'E1+0+?Q"GHHF*_#SSY/0)D@T:). '8=JS|CP
MH(6OHE2Z^LLD)1\$S:|&1::+P.W\$|7\$7V4>Q>U9:I=+4!.Z@JJ4N0OF:PJ+&I
M)>|S20WZ_J?:3+F9%MA8V:"WV|&ZA^XP7@'MZ8Y#7!4L3-C:F+I(HZ\$KM#*W".(L)WE
MQ6N 2;(:K>%_J M::9X%),CP^?A*T.\$|G@3%ND3P5B42'I^8;E
0="VE=O=*9MQ\Z3|R|T+ |MZ:;%!K7DJ(E_FGNM>3%"<(>
IW"#N\A%X.OV*\$|/#Z8#S<9B!M U::0Y.LWFZAX|=8N-GL:1DIFM8\$ M/U!?
E|7JZEJ9OZL^|_?48VOA:HX|YL|=<#08NA+3@M_BXW4:|LA|)@>U&-IX
MW5\$:%AN(X.^V+Y^:,IV)ZG1 &5|T,U,WL7Y6YV>?: Y.MX_/FH9)/E0"JX MNJ-EK?
S7#^AD#F4#7|S|=-GQUM?W-F_W#3R<^LQ_%CZNVKCEP|WK_9"X8^ MC&GC+
QH575M#=#H+Z+>I31+0@!O;(:J41|G=|ARS@Z.C@Z-B F5OMOK(W-M71_*H?
WC_VYQJ83UYMV)_ M,LAZ|3'@J'|=B|1-U|^!#1,=W",3*"Z2QNM M"9LJUE
=*O2T09J81J=4|P"8%:I_5IF6&'Y/RLU|T=GN,%.<.,?I2BJA0^=V.#?&E)K=
MDYQ!)5HMHNB6"P+(N#&H|8GT?7L31|G,")A)49(:!_K=3XU&J^BY|6<(-)
MJRY(AO/PTWLY%4),6@5D>-8|ZK^2)(Q>V'T5A6U|I7|T>ZX6I-)1',O&_E0 M>
|Q1>|D"&O??VP8A"|?.P|SI<="SV|W31"!T->B+'(NZ|R'.@B=48/9H^),
MGY77'B9GGZ7DLH#E5:HOKH/\$UQQ">I R\AOW1'O8D./!L^<|V.V9UUF3=C3X-
GE0Z\$>|@<-4Z*8 M &V|8J%N5J8)+B|,^V6/7!E;VC53JF6'Q|4'&
M77SSV\$(_Q^N\XLY2& 6IZXD)#D'T)'QU,8P\$.G-;6-E2\$=Z(IJ8N4J|\$9\$
MOMZ|NZZQ:0I_GC;&0%B|K1:/I*_@ M1HEN<|\$/W3(8Z 4*U/ES"0?0Y5"&NJ'H@-
?/N2+2RTH50D6D,W.FK.>#.>RV M'=5T@*@:P%Q,CK1A+MT'QSHACB|HU-JI#
I*M7ZT3PVMVID/,1^|K#U!)&JZ MJ,?F*>ZV;52V@>?KY|?
K,538U(0;K9'7L:ARVDD=IL;KY<9::QY"9GH+: 'D- M +.I#FBX|B#_5BOYH9'BB7+7HZCN
EHZSWJE;Q;?|5B>P"V|HU4\$R%,'X|D M%-RVZW'^:&K 3E?AT27S/MY|C.@'?
KMN\N1U4S?>33QJ>^FY?^C?|T%N|VS|FQ\$&'IT|ZF+A>?3\$;|18
M_Z@>NBV_E=X&NQ|K=\$_W#X|O876_0 UD"OD)ROI-EZ&9|J|UH>I*)6DX?\$/D28NBS7
8ZDM MV,/V<1+THTKNM|!8MU#H\$LEVG7?LP5A;G'XZCU&|S2_@EP,E?H|QN_C7+\$?
MQ4;S.J(^-L-%:2L,-"Z<'^.)9LTN\$X2R562|)W3:Q5J0XG^!FB<;AF4*T4U M;9HC=1:
|800F^|W*YY EZ|6+3-,Y*2VP2XM@:QA"4+GE*" \$ZX^9S5>;C*-_MRIKZZ89JZB>;H+9X|
<0U|:/#5WYNB|?|I^).LA=^1>_?O_!|Y.W^<5Q|^OCV_=?WGSY^B3Y?
OKMX|_:=QZ_#8E!4U1W. MTON4Y"#|P?P(B7)H|;%8;0U2GP<3!QB(I*IFA#JN@SX(VFY-
U%0AC")_U6 MQR|)%J&*L7JW.|8 |.#!!T0Z"3N6_!"@4T8V\$CPH*&
MGVK&_C@4AP2/22+9FBQC8MZ|O4AZ%#GKO(NK65H|GZ|-+LT@\$<.D|HFE| M&
(4)4C0B9W"9H; K4Z23)9;QU9,KP562?264@XWR;?JR\$11K>L,(&; MJNV ^5.P;6/10?

AWK&\$P*-M0.4\02[=)J6Z))I'QW?HL.I=PP,GP&S1\$HPV M)I.5085D50F.#^?
F11N>#T+Vl(I>O!'/T/PK,1:.) M\HQ3PE8@!(('&CERH0ZZK#Z3[/AM>W+X[')AE-
_PN\B)ZF\Z2U1R3H0.5U^2 MWT&61;+=E".OI#]*#45MP3RJE#E)L(^/?6Q9 MHl-
TN*XI2/U?@OA'M;1\$V(?OCRSD(YL^5X 8^5.@\$! ?DW4 8)A1 M>YXG&
(X9P@"_ ^/BPJ#WOJ0 & 9LB1K)EIJ2R=\$_ O%6/[38I#>:9+;DU7KXO MKF5^GET!SB!
O=Q0 >[5Wl&IJOE0=U3GK,>-I>Q6.L]^91B\$|ON: ^#LMPX\$293
M*9;U;87;."^1A;:BCW=?_D:)F*>7JGW MJ99MCHOGOH0^
#L1%IUGR^P;-2O/U.%;!2N2DV*55ZG1X.E\H\$3E\7^*I\$ \$ M-Q?
JK170H0^D'3=IJ5MJE9M=HZ?;@UL2K*D,C7QWJ_3(= \$ _W=K[,IRUEP*@ M;DUE.!-
^%/46=0&(2G\G\$WC)=647K9&E1U>=:VLN@8(L:PJ_ C2\$ _G59S*U@
MO/7UW@JCN\@I%_ \$7LK)P&J P'@(NRSM+2FHSA: ^)YR=D X'<6",D*\$8)FNY_9Y-O
MRNQ>)XOHG _X/OLE^JBA.C#A\|Q\ P#H4_)IM7VMS6'MN1D@/?'./#:>>M3:
MS3YQ1P>ASN^5_9_..5HM7\ R 8\Y,\$WP_)IJ%*+C%'+_#.KN@*",9DFB7_Q
MHH7U@36/<_)SM\!%*TG0OT;AT4KU.7X*YID0V>G\HD)B'8WOD:.1CQVCY
M64MCS^UE!R:'K*K@O,P+2-28\ZN"#"+%"+;T;+|=U&B<5E.9PUTA5HY*EY9
M0K"IU9F?1,31 SO(GB;:-8/!;AK\H;5%JNQO##SE*CCN)PB+LR8+W\^@YG
M/'"A.O.3^6^+8!;IT6M>I ^#9L28"9\VI\|CNV@CZXD%*\&_H2%R2@M2G1UX
M:ED1ZCR=7IG.A:9EC7TYSLBGHDJM%!4WEF%W_) \:V T7=S?3Z#TL(;T?8_10
M@./K5P|=QL>O4+9E%P4?G^P?GB#FS(8.911>%K=Y6OKL\TS9)JH"S8\$QDG,E
M'S+E%3_!C<3%VH%494%CFW2/>9,S-2\ _M2W/@,O20W\ R_X"#/WB/5Q\D:.
M&KJ61UCKXV5K?0B5+AVO\$&.*L9\$B\6VFWGQ*5;V2J0MUJYZH^MHGNI %29>Z
M_K!AGAUZLOA"9OTU66ZCR,+H-M88=0-++E#R>2V&%C?/W,LSQP. _LK3#^ ^ M=<3/
O=Z#7>=P"N=A\5I=: _=E* M=K6\H6:K^2R;SS!'T-L9X3.3"?=6KZ"+;Z%
10%3_Z^#23"ZC\T\$&&H@'HZ MHA2L>G\IV!UG2BYAW+B7\|^7^P:\$**SDDCW+@G&#&
ZHG9?Y27_5\$ _5WG7R0 M-0E/,\$;S9R'.AP01,TYWZ\LRN9VJ4+'H1JY:U00V;:& MD%O
+|UM&'BL*U7-;)J3+I9'/H_.'E,EZ2W5O0X4=>?K462SF=M8_Q-Y,%1
M#P/W8H7AG=UHB^4!A SC#|SY_ELMJ\$N+XAXN.%<+;*|:N8N*A#DJD@TI)|>O
MO|*IU_P"G\AQ'E9SYI\$D0@8WCB=,|H*TE?ID;A(TXO*3I= XZ,VWWL!*NK#D
M3+|8/%5=JL_ G9JF7Q@*._@M+"ZDZ:DPAWU-JL/L:8K"V&OL_ Z/F\$>|PZ MDPX8^C=8%
LB1);,K*85(^MA>9<;U#R(6H1J)@X^HK9+N,A:C\A#YF/%M A M4F*A@B\|S\7("INS
T8&Z61\AO\;D>H2#\$O7_/6@8O70RK2J_R?|FRW(-&YX
MK9\|VX1PVG2,R@1"R.WIH_\$VZ-NVM%Y43B82+I?_WJM^
MP1\NN_YB.29.IS71YW.GM7_Y(F,U;|.N8Z;4F-(*E*=A/_?O,=N\2Z=LVA M1?|K|_\$)
|U,L_Pf98V&ST2":9@/2>B(%1\V?FIVJ:4&L\O#:G'#B2!O\BK# MQ(?@.^B\T\L-
)30,|>@%:6L@RDDY:"!6B6\3CH&WX\$B5%9VH\>H\Q3P3LZ MN;HJTRLX"
S**5E@K@5N-I;HOC&|?T#L9)6/!KS<\$Y2C&)\@'S%SRH+R#>
MN<@V#3\ _WC|+_0)L%FG8PW:UGOP@K(YCU5>|H=6SGOKJ,ZN4AK_1|))")CV&6_T:@7
MOD\|_:/Z-GEY?G'\^ ^? _=E*.?YT;8R. V.|Y\|@|_ _N/PY<\$O\?|&
MRWQ^Z\ZT2H.@K\;0!&CHDK#OGY/DTH M\!/_T5)5+*@9:510&L>RHOC>G3_D?
_EVE4:R\JLDS_X'_[9=4.%|IBW#9)I: MKN"J;(G\X5N%):HNY\FM-APMTBJ2TJ(^_41 M-
B*R-5*#!_@74J@L4Y25S+ \$5:6\68@*!O9#C*"X%3\|C*5C5I? \$B(PM+VZC M-
+|*KGCD%IN;Q4A ETY+Y.Y"(5^-L:STLVV"='#3BK(|U,T\Y7K=B5"!Q#Y M'="*,
MBO\ _KG(<80&D3M>;@W/F <4_4D7@'1X?(NK^EON2Z6\?@+ \$BCOX%
MQR/^ ^0VIR#L5JFU8DT!!|NJR9.MA=V\K16\AVYUSSGU310S0X TQ+|I%71BC M-7S\$9+
|^Y\$|L"@J\;46RN*2P)C*9L'8T->B;QKV!SQ9+*);^!H",93)K#)P MD.A4H*?W?
+>;VXD_KY,QY;:-?7%|0-*/HE2QV-G1X:M?A!#P*LTA%3Y'
M\$DO^0>H2;'V*WQ,P7(58(=9,=|_&?KS>4&O\|?_ES3\|S
MFIxMY9\$;70\;.&#.6EM%JM5CH1N\$632\|HFSR6LD9D'M2L:D9*|^RDBQ'?>=
M(1PD7\OJ2^6\$P\$U6Z:L#35,IC\$TQ=6(|9/ZUDSY770YO\|C?|&;@54 ^8DR MNLF*N8R?
QZ,=R@3DWK&+E9\G4D ^!XR-SIWy:N1X1.6_!;ZG1S^9L5"(*_M&
<76P".U=!EOA,D\G"Z<1L<'R.)\$ _:1X36-|HA^0VACL PW0T<:BO(GR-V
MP2O\$&U2/;E7-.ZZY&R.J\|Q'1NW-*N%I(C%\KHV"D<^_-E2B&%3"2^@+T+ M&A&RK?
JYRE78"F?0(D3_<<#M%22GYI@T0)P3,H MAH,*\|F@XWX'XC=H 4-
:1\$ANV=D2\N\ _7&8WD,?W_8;UO_FC=XCu=/P.KNSX=H1;78X|M:D\24'N!S
MJFH=A6V@@VL!Z>>TT2X<^C'Z9:L=H9P,|=|W\61_JH:730SF%(LQI2R;:'&
M62YOC,C9\$2#* M>BJVKB+ /X\$D8*5V_BF-HDRO8\|BX0H-""
|K5+H0,C5I?;&I=3Y3IK,4.UQ! M,|VHJ W"G\Y M_LMY4 L4^!K\CW=?J8#0|H5E'972TK*
(K5E 7X8_+?C1+IV2J2/HJ3*M5R5\|T8A1PB--2+B,BK1G MW)NF?;?#ADH

VJ*UFW)+0NG"@S+W@[2LQ6:.LHK@DE6+IDR))F!GY4.;EE+^MA
-)K2M@WG=RK79C6D5:I8?H_K\$|43&+ \$+Q5*BCI @!.-!
ICHA>S@I'P&)\$OQC7^ID\4R"L"D?'73 M:P3'93535K<"Q+GQW"Q TCRYE<.W&;K %B^7/
FP83#=9Q?Z-(>DSE\2% J' MT2K-::"5RZ@E>/DK7MM(J"5U\KC..FQ_S\H/6+I_?? DK U;.*
<+|.2"W5H)WD_92R<2C3DCC
M|=D=.ZF)DC,=Z=34P36D4OU,;8>\$D9G(W\$@>|:18E5;QU_3.<GZ\$;9""N5T
M|.9W/%K^*AW*2-F%YK4PN\$?P7L8IN2!<27>'D3-^7CQ^+WRG/7\$ _E;L>G"99
MWVF+4=DYYLRW\2;|C H#*HCI 80AJ"238@*B\7/PD-0"O.;ZV\6DFU9PG/2 M\27-
B./&'U^N-[1Z^AB]?)RWU#?'MZ>+!_\$(.GDC(GRP=W*\$=/@42^! MH/@V8=:?
S4N.+E?SK2H?|.1[V5\9<|C_ZY\|R2X&O\|D8; G9J?K8\G+%&7 M-1C7+XSEWZZA.O?
S)CE2'1:"3|;Y-*O&*MSF0*MNN#R+G%5'C%KO/-*#|_) MD_3 @"
#6(E%4"MQ39*K2;=PV2A2&Z.VW;4*&WW-;1B5SJ_A/D6@M"4W]*. M0E0,88D-
D\GV01S2UE-6\K-SIY@T0@.1LT3\%*_)R27&/ M_C MQ U\@GHG';#?GK
0Z#.D+H\$O@9I'N6\$L=-S&::*!-MO"!KDS72KYYO/GB83;-^O7(Z^E0\$+9//OMB\G#*|:
|6R\XBL9>T\KHRRN MLW\$FHO>>RR\$0B#5B\$:%MUN5E:B8\$IL'ZTQ=Z&H\$*-%>MN/?
J8#PX!/TES*LE MEFYH@RR9,4?>U6.@U)_?'81S66W0(0-/ +J>R5X4-/;T?
J=D=KYJ,UN\#W MIO005-'O19\>O=%%4EW'\$=-.752R8,1.5 EE;27C/-.M*#:'Q<7HSAZ M;
|<)2R\I(&[R*]-7W_!D^85_!BM;F.S^J%,<^'_ Q'&|Y9_EZ,#H.&BO*V
M@IU.FYG*M+#+/M)0B-5N2E/F41I'<|Y|N(4X3KV,VY\5"WGI>=<;?M7#1#;5 [|>WIL
MZT4?D15TXP/8<\$5E.@G1R"\DO\RW68T"-!6+5>+|.EP-
MS+\$CCHDF/Q\G623L2M;0!1##CJK\I6KH-U<_9>7R<\$-QR\#T_-^/80D\NV M=!\#:&?
5RR*9-,Z+?R?!D>?/J@UV980MK2)/5T=DV32;8IV'#@|:5 RL^>P\|+#+(4@N;1JP\|
M+|+|IL;V<|@).&HZ3DS#V\$'CHC1M7K=CM\$60VY2-*8TM\|LL3 O.Z8T# MV-
=FP)W^L00H4;2U\!SFM(@Z_851LB7P2;=0X*.C&?;SU^3 WV@FV\|F3W= M)BJJ,XI2|B
MH)PPK62G/A&7;7H#P).#|=MWAC,H-2X06U&GJ&M7J'R+FH HG84*ED/AHNEVF
M/3S'8W5NU=G<;Q68M@ (R;|F6TDZ_3^:K"O@SV4;\$0M\9VXK*<(K@68T5"W._M-
18>@:FH29&|@W=J*X/;8'4E5A:1JF!9!(.I.%Z!N%D\T 0"52WY>#E |L|B% M\$&G+9|?
WH#S-3:7U!Y=RUFLTWO^E#^ALW6Y<_#VL\(!|HD;S +:)|H%X B U ML:S\|CL6:'D0?E
F*XP\$=\$ _: MKN;'R4I&0<#?>BU'SW8W" S&QAV3M\6T; >|
MN,4T#\$86U*);ZH|_@D\4HMP@*NXD>)GR93B+9CU2C@Z-%C! 0KW\|H.--,WM
>=D(M8)%_Y?9K20@1WVA\BV_V2&B.^?W <\$U@3S-|*M4XTYTU:0^VCJJU@
MMX6D8RS0U\|D\CJ#67(&TPSKK=RH\GPJH8/TY;J@A:OF>+29P,(|+Y?6\$FZW
MC\$62;16H-LI5"E6_LD2,./NI\PT=NU0Z0A1W-/8D8?=-,I^LYH\|V%|C^FZ3"
M_19/%|E?"3V/R&|-.W6M":@YM96M1!W+NL@EU4YH_VM;"&>E,0G5Y1\$ 'L
MEN6=M3YI>;9T3Z2GV/.^U, "U<>IBP0LTT4\%0(-16FL\GOKPI_Q@E^2>=I@
M:,@,\$&MU=V\$NY/%V4Z56!%48N0L/2)25;F\Q4K;<;K@B\95I37;*TKVA\NS\5 M+_)?
S^GT.E,OI VJU;C* M(,++&/=U%J89F"\L;Q?;.&I8?33E9\H9>(|:%=.@30T79OB'T!-2"I^8
M;HCL.FTBKT&;4\W.;)R62/^A?IH4_|J+6)07"P^LT"T*:1.H/ 2L%PYC\|MJ\$XG=H?
PN\$R+|_VK.M?(L M.36"\$ -7!O%5GIKF"/UUN8=0Z* <+\$.SB*!5OY:TN_Z?34IX*|T-
S)6@FVF M9&7(|F=#(9JH*OQGPR,T5=4SFN1@%*H-&=09)Q0\$P.&
<+C/N^XD\HE+PFZ5 ME@>&RBS.?!#-TD+HP#2:L7!>"OM\$A=\$|1,Q UOB802G\X
A\YRU=GM=J/C% M>C49\9T-O?=81A"lOWA&;_Z"B"\$5\|QG=FPC\5<70&< M&F
/_UI:U9O;#YR0O@YG^!G:E/+|_AZ-LV/QN0IF,C9C17A\05=PY8*U<
ME%"XEM6\3%G'AMQ\|V"l6L:F^QN865,"H6)_|P DU76TKJK
M\|LH: ^*GM7JC.^4E*,N8IM\XB2H\5NW1A;)ZH!UYJ&.:ZWU&P)Z'<\$E-UC"W M_DB1Y-
/|D\CO54XNWD\N).9G&4VT!+)U=1^R+EXIQ%-H44/DFMK>3N).9F"ODB M#;.)E;-
F\A7("(|@1RG>YZ,=-%,"F58-;.*6J<|AJFF32&3A"ZW/4GJU@B7
MI0"2NGN%.:M(#:^29DTJ%B2V@|H28|.WG*EG=>&)"_4\$%!|80&Z\IQ@@77635
M/\$VT3O:N7M9?+P,ZA%1P=98'9K\89Y4\J03,.*(V"3V0)#4,9R@4PY)<4.)M
M5Z\98HO;*XM*7\$6NQIFGFF2K9PU+8P-YCYVYE=T*>9929FH\PH\?^MZ)6XM9
MO;0_R1&9Z>85;R"\M;0"*6*UC;MQ^;BMS\|E!2=9W-7@6"ZH&|JU>K?ZB+* MFTHX.&
(1S3\$6L;%#>I\$J\W%*IX?Z3N(.=9S.LQ0(KFGK;>^+MIU@3M0% 9&E MU2-
5C%DT*+N^/C\K2AIPC0T&FF?#6#YIK?D15I?G;31'FAY^T# M:L9?|M\JUM69+7-
ZJN,CG7-G-H. EYJUQ\4ZQ0B\H\$|7N5U@NH70CO/N4XM4 M'SIT\JD^DA*-.03?
Q/TIE4Z.VW\|@)FM.82_TC0+6GO'M7_)18CN/-8#E>'H7&6/!H+!|@L?
@(#.'4"O@U:T,DE"UV'EM.OWF4\$)L5AB6T'32@.T901\Q2BO^8(J&_O#PEP(6\$599TQ*)?
&(HZZ@+ MPEW&G*2!;ZF9XKO WTOZM7\JXE<7O\3N VYSD-O;<+#\$!*UO1+#+4.
MR\$E:8@J%|UKPW7C^R\&|JU34C#0E6'QI<(AK\AOUMSBNE%|3ZFW\$;G%T35

MG/W*xFEHS*A&/R\UQ9-+I'9XN'JPLC.3D-#<8 M\$2)&*(Z!3_>YJ @A\$ZW,0E
2IM:E<4M07BHGXF('T2DNNS)B'Q=J7,L47I
MMFVI\$:IPVGHZJ%D.B3^NFF#)5OT*E<#!.IH+V2J*,%XW-):!OH2R D:?EJ!TRY3I@\$1
#&B\$T7S=DA/4/V4Q,*HZ@8D3BXV%G./29YXY).O^R7Z[V/&+1 M#8-
M:TDVAV>F%&E56/-('UW)@G?07FJ,#->@5N#24C6X-7I>FO 0"4ZAJD&
M^TZSY+2\$J9>^ML'\$:)HW !:8A ?I/ENKZ *X^VVIT=JMOM>^*HVZGPL3,
MB)F91=RS+QYD3(JALP8P,SFM)>(Z9G'4VQF(I\$NT!JH)S#3%0P-W2R1M!%J
M13Q7+)D/^A3@:SRNI40GIZ>,JWM6:C-5<:7D00!JWH"Z.8T^:XT9MCG#&B
MT)HYAUK9 GJP,C;:X(4ICMNY2:W\@./F.,79Q:U!YI=+XY?;N_PF 9S>!P=
MH2L);0>O#P/MSI@DG>^M@G+VU?P<_U19AC28-;H^R "QR%I@IUT"&.FM1SMV
MV^*:<I@9B'->^9ZA0^R%A.?PX S8E)+YN):8VI!5#JE>#31\$'6VF,DR%)D
M)AF)@+E*7JW1)(= JX>/6MF3J?:B.3;)7#-3U&Z;0/P!=V96F[+'VRH;+T
MZ;.@&+@G8&Q++ ,V!4RCQ:HSEM==G\$QH[G=JI=0T[P9 MQ=;JDF8R?
2)D"!CKT0(:ZIMG8_PIBYY<@QWP-_3;5"27/;>!7BUNDN,KMO M3+O)5
73_F6'!%JSF;E)YH^&9.^"1H1TL,KDE*!8D38(%&+76I_KO*)U-_4 M*0)ZE?
<<#K%;FS21E"!EH%I:L;OHH(IE/F:TBC'Q4T:[F:9UCDVYN%X!>LYUWPM991O\$9\$-
'G,KN!:H+O;_-7=QF: MUMS^2KJ+6T^\$(P!A3\$TTL:99X>3#-
PCX04X*:DH8Y!%;E-.RU"/6N%"5SX M@_XU8^%I3=,/(EB\$[DVVC A:D./H]:Z4PH
MUBIJ+18J*XV6J@G0VGD8J5)\GID>./Z@5I0@!0!=&APK1M"HPCKF*
M5K',@W/3M.IV@%^X!E0477NZHJ-@F=SA&5:P;!X/RMR/&E@TDR^R&ZJCJZK0
M?I,Z@M/65J M5WQ6%*=J;7^*S\7*5P?I?S\LU6:5/=46J ^I^0#:=AYMF?-!GRZ?Q2X@9F'
M8V#6^I@!L@\$ <^N023;@1'.V:NK:X;2QW;RPSF69%W77)N[4XTW5(I->PYM
MXD'&\$HM@S.CAV2Z6V\$8L\$3RS:OL,\$AT02NR877?,KEOL^CG9/PMI,Q=!:>8=
ML>N.V'5'I/H*;>>#B5UU5-A-[*H_\$B*QJPQNM*->)2[NF1.I^BA'AA.[FK7I M XA=J5"?,
I'KIJ#ZP;AS80EJHA=M3MVK5\ V_1L_BKC@.I6X;Q5IDL:EO/
M.;A<=#L>JZ>SOCL>JOV/U8I':L=CM>.QVO%8I7BL=CO6.QZK #SV'8I5:#Q6-M.IR-
C;EYN1G,S:O#?0?&QG;JCFAM1[366]5_&;@3% X?VZ"R/B!>,-R%'F=D
M:9EL68A89)00,HE1DSFG_?%TG=7GSZ2_X;316\$GJ';<<#M.."V MS@\$7I2BV=A1;?
U>*K;^)E,Z.96N7/IJO;:U8ML*OS@7>+;*CV-I1;#TGBJTA MCM*.8FM'L?
53I22&CP'946SM*+9V%L#*;9^RCKKJPW564^>[?!.IL./B3LLVX-
IH0XXP#9O;6KKJLE6Y,KY!6L"[B&E 7*GFIY9M.5(+^X#)I<70'""K' E
M"IZ!*1R2L*/7.Y,=.P:F'0/3IG9RX"B#9!6EJO>C7^+>A4FR5-L=*L*5ZQ'N
MZ)FV1I_T4^%2PZ)A6V,/'JEIS7+H-AZ#2.S,=B%'I>-@D:\$1P,)C1M:G?I5 M+?U+G06!
I2-.+G_V,JT)81?I?V04Y/\$Q G.HJ3;..3D+?,V&Q36S9LV^D[H(
M&)^M+UO,6YI*34PMUI[3R!!VJOLG5&=25M1=ODW/S7!;:7!M'N^?A+TT_WI.
M2_.+.M+%0FUJ95I-+JP@N&KF7@,UFRSQ(@>%1%H5-K85M;S8+I95BL\$)RH,
M*"I,4SMM+X2%YG4/#D;:\$L9GF=P13-R"XB'9EIH\$12HGJ33H<'JL!3(792+
MHN^_TO"_VM1@-' +UZ;FV MPF^44TIT,^6F'(F?LG9_MJ;_:M-U.Y?/7&/I)\$Z,XI;:7GIZI9;
<4S. 4*U MGOQ%06JJ*/C(S4/YY=?WU\!>!?I?ZP=A^?VCN/CTKWF M4:S?5DG#J;8-W;:-
/><>@< MA^):.IYI!00A39X_W9G@6DLN'MP6\%-NJZMH"BEL"(MG!@72#L =P.DRW MU
M%<1 VIN_,8IP@NUNREI6NLVE,C MI78UTZPVX!W
.NKI4(NINM+@\$MXF,E^[VOH^-0W'ZBZ1\$1:9>|=TB>\$!K\$SK MHZ2D.
L=U^KH\&8&I>DX_MF%/R3'K_9/MIA* FI!.=D_? T3H0JVV,Q01M006<'EW'*I?IZ"
MH8"_BA "'W/<:<0H_T\$+"VA/8&(<_I+3,T04#T(UAT51W4!+7 V\$WFT2K?.Y MVC!D0#
(I4@6<%IRU4B?\$GU"MOGL:2AJT1K:82=1G#T=1HOXYU5:UE=#QTVYQ M:AYRFE^
JS,IJ5:Z=S2*Y+R@PFU'O?BV*+_AN2-P*>4:D10"@S0: ^D:1XNL M)-;D\$=3%(J-
IBK/HCAU3AL8OW&:&GHI7F'YJ/M<9V-F#8L90-6@0'%GJZ\$F MX-4#LZW"-
S:VO8/;_ ^YV/Y7JAG;:VJG9ONX?ND2KSN/>:5#YH\$_P-I8K
ML9NI'M_XWDG#%G:8^JRH:4EU9SHO*I6\$-T\$T*%(9YD\GRZR7,6+)86I^\$WE
M&B<4"X"IFU=I'"5RQ_7-0D,VD2IYI'#2.I(-/D#IQ95E;U"Q69\$H00-C7YXUSANM-
J(NWC-%HB8+% =F9"JW3C-TYEAT6@J MAR ^PAC3.4IE')\$(?I3+S?4?
G1>ISO;_(O*6DL\$9AY?H/V,>@+U&UWW;G2)
ML_5R)#I@=%NP;489QRE,\$S)G"9.WH_LB?'RB\$ XG-Q@/X1WICW>D<5RI29 MSOB.:?<
O^RA*::I;X MN#OJ>NIS8C@7#IO%=R-:T@BU2S!!_WZ 68E'Q./DA.XZ(GOYD\$IAO\$Q;#
MIJ(S:I;:>^+!J 2^=DG7"W!(O)MMIP?D'24.IQV B-/%A!ZG(AL2FHIOI&'< MF.9XM,(LPC-
C#+_&..#J5XZAD>/'QU9'(&5)9V>9QF'H=YIM4GHJFR_Q'! MVS%
!PDCSO7/LFJB7N4=.VCMIDEDL\B)8'-9E+704Q+I\$7IFE"@? IP6Z"(I MYMD4?1B-
XE9>6G%?>Q4!:(^!Q>H)M?I=*6\#J#OD\$:7<3+'#\$9U#2 OY)0B

M&A!SV48!>83^)^M>&YAEQF6-W*7JDR3*#C+!|N/.DD)=G)B5F%:B^)^ZI^Y",1M=\$Z'X)-
\$.9PS4\$Z+M5N.+|. &+@!T)F/6Z>1^=P|72\$QK@5XP>*)\$7J^ ^#(U,
M,)+E2KFV\$_SR2KUJ+MB7RG!>43-JGK!1T"(T:#7@#-0L,L@
>%C|*OL(G%\$7T!75QCMYC42|VWZ-M/0HKFKC>[XQ(NZ?YYG%19M5,?M|C?
4,;UT|RU9K|G!2&3\$&6Q.(*_G9^&4L.
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MMCL|>/%_8W8,|D@)K,>J=)R V0T0G|^156VHVH|N-'Y\$5MMJW9?%-3N6Q-MH2-
0=."8(<|S9ATPC97M.OJ3"FK>WDH6&"*BUXR5MYT M)Q5*=#L>"5@ETR|
(A:1<"U:IBDC M8U.Z%D'&|.V*AX.TA*95|Z.B.QVB>L>;+):W8C?(G(E/@"2%J1(
MGY|2/RG@+Z28I_VC?KLW3N|*<%X,P/NJ3";B#58C.<|L6!9K^8'+5^HJ:G!
M).XPAOF+/3J86<)0.9KI0ITI(V.+0 B^IB|"KNOIC%.),*|9IBZF_&#?'9P+ M,=-P)<|+^
VF8(73RX/%J7EU*PUBR:@F91RII%,YAW\$LU:J\$O"FR(G@8%F|TG M/CY&^(K48>!=|!/
.HJ:HW|Y3JUYO\$WCTXT02_6""*LHGXQ@"=-4W7Y>Z0?6 MKOR\$:*6\$AJKHG>N19X@.9.
(I*,7/"3\$CK@OD.AMGB1|JR)!US194H8/_I=RTJ:C9W#INZ-
W"I9C818Y|6!6M7@1K>>X9\$V"Y*K0> MH,;1S">&@9:3="?5ZK#(/H*!S/1?)+UI %
M%I3-|^-:D\$MJ!?'@AK.Z >AP9@F=// M.MWX-'MW^?|+N9QAYBC\$C6/|C0|K\$?S-
RVH^6*ORG4KEFX|)|+L9:FFX/I=M.3(94|26T>=YDCOT_ZW0QCX|F^-
|S)KS0)N/T;8&;H)O@HI>#T^<-3=3)HQR MJ/"J/>!0?L=I@R1C"EI6,)BDNQ%HE,,!
<,|C477GG/717'5T%5E')6#,,3; M^!"0G5--U=-
8=ONKKZ"HQ/= %2OEA*FU4BS4R*4&Z^HA#R:"?OH)\$|(97_# ZMJ.S;99M:L+*UO"
<7|SFV^(IHH:VD<\$ M>|0FNC>M2/897..YU"=B8ZY%4M7V5Q+/GYLF%T.Y3#3KE|?
<^Y-\$XVRV*B?4 M?PF7&-
&6PG,!C|J%-2A|&^5):.9NB)WOK!':+++ZE^*_ZU|4*V*/U+^P"&,M
MKM>)VTXN2O(|.)H"8*.F=J.)E0,>%Z@RJWR:-%G%&*9/F!19X.3HC|7*("V MD'8"?
X2;J2T3,X_ZG+IM\$TH*X &L%6G|8L M5|)%+|D%;M19;X=8'/ MJ8RAQKE!&S+ @)QL,^%
|SUK&|U@LB+W1,#"0I_NL\$8,S(SVAR;+ F+0AP>C
MA@5B*|.4D)96M|2;Z64")0UU8F>02KW)U+,V^@LYS1,;+*+|@2H?
Z%|A#-2*VYCP+*,9G0M%G7R>1:6@MT MUZ3V2&*
|H4%:A,#CHRWJ_+Y+EWMI*L|PT|7A8F;BE-,1.H=9D">PNV=A-F M\$|_S9L6S!;(JRK/-
ZJ*DQ=61S4@LMG?VF0KI%47>|JFZ0)^I@L,...|Y0-_MVVI@M8.V#|?
=4.T0IR|!U)'%|8E\$-.V:FGQMZ=TN8V|B#|B;W6T47;XU^N|
MB&WV6*3A.!K;8L.\$0@!K^L2_CZE0TC|CJ&T56!|8DH|'NXW+E,4EHVKZ|W
M6Z#2!:>NQ/|*(A&T"3_DX(&T9CEX/<(-%WTJ/V340+6|&(#S#DF(V7E-92W
MCU4B#M"P+Y6H QANI%/'UH=4GX|(\$ 0(GHPV)TF)?4LET:9+&+5|S2|+F|
M,L)&R))3%-|0/,R|.\$:3NUK2K0*|!|5N| UQ-|IE)8MR|Y+J|DL,|7-.L
MFJPJ|H&I^(D2+3KS@LD1TZ^NCRZ?A@!"8T3U_1&B MR.H5|%;9MV8:MT-
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FA^*5:#8% F\$?U!S#4 '30""8K54KMCDGHZ)&@R
M;|4(>|X;^2BYLZ2@S"O"G:ESNAUS"UMWL41YCJZ7DN7653>NLO8R=)6I63C>
MQ^G^P5F_ ^_\$'90A9:2H4=P,;Z^US+.IQ9|S"8|02.+ .KT^=WFFRZ'=\$GL
MFBX;|7YE)&:K'!.NRX3,Q')53C_9K0P2%2!;,%|TQIAMI_Z96|X5IYL|S8
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MR7|HCG+XG^O/6|3.9AXXO!(L/3&B@#J&,R-@NQ\$NRMDJ-DF@| 8/N AN= M?
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M2^;F/:NWDZWON*FJB.+:|%'7|)%Y:O2_PFD8CB#"QG^T?G\$1| MXLDW(@@5RT,&
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MEN(&_A:LKUUK&3H|W'5V24-2CWJ^P*FH5A#69LS6!BR|=T->#6UE>XI&CRSK
M^:E>3P|V3W900Y2|V#|0/P0S-89:ZRUS*MEXI17FS9^ ^)M_ =V^6H|57 MP5C-
^|G8|AZ".N*64P;OP/9X7 JF<_G,C35XLM.*K4WH|3Q-TEZ@K|.)X(^=^+68E8O
M|4_J/S8E5,?-YH-N?A"O!BC0_N_&*7#?|3HHWVT-RN33 M,|LN)+Z^AU;!=|^T3-
>P1\$IR9D6Z8O\$^%D(#X0"IFT0R=%Y6D@C1;M460W561
MM.)7/CTU./^*|0Y103.\$2=ABE5?H'+*T.MM4%I7'E8,;|FNFJ\$;:(88QFU=
MD/GU|*JQQQH0D(P^'UN8#4Z/6) M9BA|04Y|F_)
<"+;1FW#8M6G&2N@6SYDOTJT63ELXBJ6/=ED|_@_&:(W8UR MB!?!V_&
(%A;!S4G*HR/BK>99U;_G_ J%Q041.W;+9:YVCEEZE4,SSZ9RQE/*
MKZX|CZTL.KQH?|K/9V01"T'=M:I),P,#?(+ ">>@F-:#|^ ^G^JY-^D_JQ8!)D
M23('4CL'S9DTOX*&9>YDL04#(4"|01Q*K;4'QCK'KI/O+9XG*QB%I#=#&V%2:

MQ7\6MSG^+U RT= 8#*?T=V7XYA25(U\^_A.Z"^\AWQ/2\$ U::6MT' XG*" @O
M;\$%*)L(B0&T(2:X>T?0M3:U--4V3N4:JM76. '7F=E^W:TMQ6U)Q /!..3T: M\ F".
)=H> : ^C\$J*P8NI2,(E,/OK/B,<8\$2@GR&^9[PT"?H_W3\ (V"^\&
M9#A>ONXW"%J^#VI@1 R\$)/!1WP"@ \$^B7\$AQA6>-X+|T40@;#Z'KB@|F+
M_(7:Q\KVX#|639K8'L8MCC/,D*" @O?I F573#*T+SB ^!O@R"*>V*>K1P1D1 M%Q\$
08!> "_D58%A5Y2%54K39;\$@ ,W MRO1,&4)"IZ/7SXEP^" @';|9E @/J?*
M!|WS'XA7X^9R\$=#Z0250WCV<=SJH ^4, ""B_OZLG^5HM-)M;)1LH#
M!CS3F#!_5/1\$>J+.ZKFFWG*Q2|(>*/QF0!7TUJ<9'M) ZW" K'/C;/+=E|
MQ4%\2|,EBB.N(*) @4*,RXCZ%+Y+)SYF'X' !2|J_R_ZN(JJ-RLV|40'%) / ^.
M,@WMROGHHEZKP*O2ZM2W\$!>R@Y+-5R4^|K2 1C5B\$H8TUOW8A".7X14>Z6;D
MT\$5U|@< (B*U'F#>K+3U>W60HIZ=A5Y:Z-U\$&Q:YD: ?^L=I&R_8|T>WY64PU^
ME/M|O(3SO5^S.88|'4|9)8LK_A|"&3*2M& MUU5\$T-RAG|A9Q7U+ZG; DK|8-EWK::9^
/0F|C&X=T:JRK;|XC&598,8'D MU&"Q4? &:0Q)(2A<|0>6^DCOLOO+ # (L MS+58DKF:
Z>1|:VN;'1@\$P9X J:HKJ=40?*8*M9OZ>U),8F6ZO^YU2CN6^E MHUN%O#Z(&|(|
X#TOXJ%(DZNCB+H;5%^0TN'5 ,P/2HTQB0^| (V*35;RW#^?" / =UT;A%"Z K
MA'6/%^+V%^.&L-SO*" \$:E./W%\QRV BUXLG><9, =0"#L|H4#Q/-^ES41\$IF
M|GV9+HH;|0MF|0?IHUJ=D|-|F1#-;N7&ZC9/:TJ MV"NOH=Q2?
_-3:7)UKO:'Z2|N:9+NJ2^F|=YS!!DT9%&DQC+,0"&'N/56(R MJM7
9|J/R/Q+)JT>*2\$S#REE/P"K#XZ",%HZFO337\ \$9CHEJ="E!"JU'6|XY|
MY|@2|E27^|0PZ?|4F0!433MLBV(T7V""FA1_) |E0?;=5'2X^L9;@V\$PG5
M.TVRG2;9DVB2;;2S)?2&Y)V0R\$Y() PAD7OIAS1KV6YS3@=ZL MEQ-
YL&B(Y2'=2S|DQQHUC%=LL/Z'FR+MDO_8E7:Y2XMU24 MV,G,|&1F-B*5A"<36QAB@
8BW)\$1'9E M\$E@3|!| ^:E)/49M00SI_%5,6K)3|?-=YZ;V<,S+;)H|:GJXL6&E!|A99H>BG
MHJH*B|1YS<;|+)UH(-#)JR"0'4AEK8Z&.G0&EU 9AX^ ^EU*2:(SB00ZL(7Z
MU^R_ =C3=^B:CT1YE|>6V^HXWRH:I-54#6-\$!H9+64U^> |+A0KGV*V0B(^ (3 M>
(E?|-BP?0(V X>ZIAB6VTB7Q1SDWRH69RDR\|"#D0L45\$ LHUPS3*V3HA73 M13?
X71'=-,2ZS<5HBY: +Z::)GA'^A=DRI5GNUH"JM#PXR1S(<"_R!=2| \$A7"Q
MV+JG2S7I>4HH-
_=)>V'Q' LX1#1'&PC%0|S(M+^BEI6XG.Y:U#)Q0G#VZ*.1P1RJB002#ZX!:
<9(W.I<'@0&'JVIR3P+-QGV M7 *OO*;;P5P)<_ =*;5\$;ZKG8KQZ%TAQJZK.Z@'%19, @(<2-
"C&#ID#.H -3 MKU| (U-# U(6L7U|0Y?&.2-;#MQ5.32.6)N00IFG'64IZF|18@|>|J|!QT|1M
MHUPH/A67F4&5E|P#;|E=7N=4MLP8Z<@U8:PKJDR|@60"R)K_ OKSHBO:TP) M<)>RM?
IY)H@M 7-*|K3U%05!|6#I_SBK6RPTU*+U^%J2"_.6O|1_M%J'@|?;B
M%/R87E\$4UF(6E+IRL,R"NO =!+/@2>#AU'-B%KP\$QI|LP@5\$P?<\$D^1:\$-
M"&7ET"#X&#-GT,X.)W8<|38*4C<(2^WKHZHK'N790EC3 MIPS_':4-\$9S#*\$W-
B.?!B**5W#Z GUPZAN8\|)3TTI0P9- _#^(UH+6Q|P|H3 M-15DCN:Y|0D ,UW I^!P;
(3ZHF)J4,!:F;WTF"PO3#N2<#Q4V5/PJ*\$ M6Y,| ^9"114'DT50=^CTMKZ12|]'5!G%DP0EB.
(8!ML% HLM"3R/\$'G?VX> " !## M%;J5 ^/ZU0B MCZOP,>-71IMV#=#JC9+"|H9S7"?
KNNCZ6G?80181^P'BJE^ M/ (.|L99+(R)45V,*&ML&"\IM)89VP;!Y%|+6ZF\$NK.G"E/@"-?
O<.A=U8E|S,=<&KB&?Q\$:7F0_NE &-H1-28 MPJ|< (= %-.*Z;W%-A;ZAG!;+^'2=?
N#_P35\$<>|XJZ|6@#>@G0?N(!):3V\$3
M32EYA6NOTL2XAIY4Q6UW3*^#!*52/>*G_U(7DV\;|9|(W8P4K:E,!FAM*5U%
M7^%"UL|_Z/(:5#H3XK&P(!)F|1/^QA%))@6E 35X3LI/L718\$,O CA=U7#@
M#X!SF&+_+WT)3L<%_TWP23(>\$|RHU0R'@?38#^AE56')D:U RE %*7-!! W MF,5MH)
(S.X3.U|_X|Y|JM?6|\$'F88L%U3S(?-@T=|PU62LOJ,|'9B*|%R4%CU\$TPH
M9Z%.|@|_JY*15D95AOD*B?"4NX RG,<'(Z?#;T_H4*KKH@2OA0# V"H&S@4A M^;N;M4;
<(R9|,PTZBBN'VKUR*+?7TK0|E|7+PXA%#;/32;\$=9CZ9L3BW=VP/MIX7:4RW)I?
00T=OPO32S>E?CB-|(|,MK9D3O,ZM+6#7;/)PJ|0>;AQ MZ|9AU|Q<%QM0J_|BXT%R"
(!ET UK5CNUW9!7R"F60Q&+V
M*UU\$@Y0N|BSNC%95EZE1"1V&18QTTZF9X\$5HGA6DW(X366!Q-E,N),0: 3D|
ME+\$AA2Q7)\$E2-A@U61@"SK\$ 60MUR4Z:,H#4ZX=%T"G*?8_89;7>2*0',F
MW98P^NF=NE-|=UW,295K^L|_G+SZQ4B?UR@&8MZ 73:LDCEU^;|5U-4MG2S# M:|?
|DW;MAA%4=W11A70X@80 VFAKXJ%=F\$2+L.Z2%Q&> 2CU(IP(SH% 91R! MV1)
|&N68\$7Q,7TK*A3:4<_7J: >>!" ,62"MEMBNJ1.7F7:I7"1S+>(KQ\$7+-
MJ3U9G)A!!!P"@ '42BPAA"LFZ:9-@\$#-Y.ATPPF3&W:A|X#&I=0ZD^5T&E+|
MAW856<^_#WWS|" \$D3Y)^0\$/T0ZL;^_TT%1'BQ,&!AG^H&>>VW>G1@?'8Z"H?
3=*,FW^|C'/E&'0|Y3 ^>)|L+ MJS1 N9B1V!0D_1111^2NQ9=1:|QZ8 MK'%
<_&_!GP&HXM\$A|34^LFBPUL6Q;RAKFF0GCHTP-+H%37,@**A4|V,Q/ MC31")VNB"

<|DG6_863|*>TW^9S6=+;+K!&N09'G!U|=O7*6' M^Z^1. R?
_WA|&&C;EW*XT0)FNT1'^VI^CC'''' M4*'ZMU4''**LTY9|-BH^)^HW3<|S-
!>3&\$T22LH;.!KN2)T'KG%E/&CN=2)89 MI PYV5 +|J|-JL9?JNF@HU7=C>'31KVHTE-
FP534S;\$Q A,)#5DL"|,A UR M55:KA,HQ!"O;#)C,EJ/0Q*W+Y(Z9K>FIR0):\$M^H(#
(P^#D2KN)*ZMWRD)N M-?5L1S_11-O>WXA +F=CZY". "ZQEV/N+7"O;Q;+ZE0^8+
<:PSO7^J3(UZ,3A MKC'Q^B5+JAIX9B.78%4RFL1/VH28\$H?9|1U;O*|'\$M7@*:&-
'U/'A52Z8V> MFJICFSN\|P>Q+@VXE;+7:|+ :2JMX F/!ZSR1'X|143+E)SD|,'PUH[Z?=B.
MP2(8Q^#H|?ZKDW|'X%|J#J>:N-H^9@ (Z|#\$R;00OP3|CKNS&GV+I#H*P4ST6
M4ZQB,&KE_6|TDY>FH5LB;|J3\$D?M"\$|OI QE"SL'-0&9LL4RH2YIJY<<|MR(
M6&|.NVAM0G<5??.?Z;@D&!'\$8**@A_.70=8V*:'M!0&(:f6=^\$X;G3 K|A7^
M2JSP3H6=|DX3-ZSI6/'X,NANF%90Q_70OHBX|7!6OF'|#'-GG>YZ3R\$S:OA
M/OB,%D2G%|&Q6;+KK,Z&!.8!V,"!V SODCV+@L*BW&=W*0-BV\$H;36|OQFZ
M|EKI;'S6,O,4G%COB^-/*3|E_9Z6DXS" NAF,)GUO).BWV|+JF5|6_0JZF!QD0
M^8B5^*(@)%1;MN1@)#\$\$P.H)KY%HW0/JFE-'LX\$5/\$<#F8#)'3C|M5LC,O,8D-MH*
<&B'^8FK1'8_|E8PS4TF ^DN>=:XZ;|D|'PV\$\$G#5|>TEE6DY:NARC-EJ0
M,4JEI0(EHX44#KW'P9?'IZW+!).TKFIRA _F1:%Z^,>F14JP2.
(2BU^ZR+|W+L681J|H:003LYKR>QHNEB(-\$M,@0
M%8P//\$|5C%561\$J43HF62%";G'XREY&::H,F,)HN4S3?MKRA("CX"|!1;GV0 M|G115J--
DHT\$?|24X1PQZWNW.QI8 CIM)",+M 3%?-K;=I.!7)6R.2A>O" T MA8VUT!NS4A-
1S>XXY#-|Z|2&BMOP2XUYVZ|PT*S*.Z>SN6*S<|A_ ^/+TQ>'1 MWF2TSI9M;@<<'>R?-
/SR,'A@3YX7#VR+_M7.Y6|?P.94%@+@>^WJN AE(3XK MNE< N"KOUV#V+5?Q
P*RML|+|HTPU!6F*Z'"&.")B*I%^S|Z)32(^2=^M.Y M 8^AGH*4NJWV"TOH,!N- ?"5!,(T-
(B8-\$>*AG\$MS1=ZMX^9?%9|)KJ%/C= M>7JE1H7|RD297!A|Y7P1T
@L|E=I.I2T(:!^5V@520Y7RGGJAUUEE91EO M(6B Y|Q! AQ(P.L=.)")|NTRLR>:
(=|8VT@G6>|!#I>12?64Q=*V|/E|1|9!&8 ML+G2/<'MVF
C|DTX|D#I^7YBQ9L1=|3%101D->X%"T2T,Q@YJH=:U==%R504
M:|I^5EL:8G;W|W@)YWO\$9&*+&S>9%Y; 74+40!'D+!QK)F"D;BE3*ABRO+WF
MV^KEA7|(9(IEBJ4T1Y"K6329)X &5_<&ZL5M5;3|8#51\$G&'T&,%|9#|JP(MJ0G):#'U!!
("BJAW'VD!4G)A+P-MHH9&K)|&%DU8FB,-BP57G!1+B"0A"8?_A|W|K<-
I9=^U=8;/E39!5:\$?6PY.G* M5*EE|T2)VW9L|JR3WTRV0 "5,DP
'("4KO_Z>_3HO'("01)E0FQ^2:8LD'N>Q MSWZLO=:7!W1|=6^L>MI M=>S3@_>.
|TB|1|0|KK,VF"(W"TEZ<#@AU#:\$GT*ZF|H0\$7*E2&I\$*>,4Y4
M2H:&U,I\$4K809A\$QFOROQ85XJMP<'3T&'IP>!MAB::QS^4\$I_KH@VN0A0I4 M&'Y@?
Z&..G8*+:6|@55HZ;^ M_N|=1R0H@1Q@AK|TJ_2N4|T\$U&C4"+EU1COE^HLH|U_16-
GR:4?)|JX/AKFG8,8?)\$1AQ%!0@357LB|T,"!W MG"8+#E|H2S0-\$Q |(-D,^#27|/-
"^.&>QI&3\$MT;@B>_\$*N8(JZHUB M"|:?
PT^D=A:IPOX<<8;ZP_ (f6CU39L\$.L.J3T|!VZ+3RGS=.O>
(!#90Q"R#Y1XSC+5K5!%#PC@|?R?TBTG*X\$B7PZ8G,A5:I:4A?2 MOG\$C:Y,LW|?#?
XPT<=,|RRZ43=|E76A|N"7BW=-M:/R>/7,UZ>AX?! RRJJK
M^(ZC<_C3L|_*F3>3X^#AXPNW@0#LX/(1)%*:@#M_Q8>'&CY,*WS|5@!1S/&Y
MTR>%XTORT?T>LOZ,F,|28SW05IUNZ|JP6SZ>>|71:|01R7N1\$M!7Q;2Y9LTT
M99J4%O+P3L7I. H\$^H.Z#7H5F 7TIV|@**L3+?XK3I*E6-3LL2*|1^)^B|Y3 M_5;
|J|B/&M|Q|Z_50G8_ ^,N|W7T"ZP MNJO-W#B!;'^2.DO4ZPEV|O9U=
U<,AD>UU0A007BFX:GW462IM:)J%Z|A|V-;XT MO0|3<%?
^=L!'_Z1N#WJW4!'Z,)MA/"YU,@(784<798P!%D#9,_G*IKG!;1U MT>A^GSSI
@\$A21^L9RE'|&ZQTY%)BID#1-6@+%|\$8-PDG6>WU%LA7|)|7Z3^ M+J@YB-RQ>
'_0X971F4K*>^62H2?*E(-F=T/83!10,JPTY28'(G9FTT)5#+M*
E"TF;Y|0|XW^KW2RP6;SBL0L>AU|CQ@#7VYTG8_N%3?OBKLVA%J|'.
M44T\$U@J=;J*L=KJDP*_7WN IZ5W'^X: ^&#LPQ/:1^\$EE|Z"2>@T1'O\$R;" F;|+S#
+69T;2 MN7RXM'(-8-EKIBI+^H)|M8%M^Z\$TG*8K;@C.(?7+|>H|N&AL6(^L'?5?:|K^
M%XXGZ,?*6(&#?|1Z(W4@FIK6,2C3T:C2\$9&'HR'ODRQ3T.@D0#|B4M@E;H/
MC7|M^8_6NU9|L)! "36\$,60. W"#NW2:GC%HZ7B|J@X>H@(>#|@6(A,8X!1XF
MTD4*=AEUZ.|&0;0"L>C! U)S+#TA1.N<2V,5()#;!HB|JL/17K6|BJR|]#6H&+
M&%'=ZNQ+?URHAQCA?U+)E)U/S4G5Z#:&9DC?B!Q)MK|UCY*#LWT MJ%)BYK1 M-
R^@:9PS%LYK@#,7MGP M0FEBM3H^T/%*UI@D:NTTJPN|D3;K':9IUCWX'H(UW!
|LQOZI_N+@<-0F41 MR2\$|8|9PCVR>3RZS+N?(Q0R_D\$+BC"18P)BC,4\$?
X6O(@#_XM)ZG6Y|Z4XN\$ MK|HSWSN%511':^?FU=&+YA;2Y1#N^3^L4
M(D@4|V)IVH>GZK0G6G&GQ8=(#_2QJ(V"VSFL@394DO6|@AD0!564/4YHR80

M=^|CA| #U_U'CBV#>1WM3C;((P;K<>|HYN*%;VDQ^R)N+1R<&K\$ZHU@!!Z
M,5<|8'K/;5C%|^HKR;J4HAW1I9J.3+JC7W=BB%N5?87"SRLL.@DM>|
(3F6+SNU_T_V9Y)L/K|^FD2>J>HX:7EP-6R\$NQS1M#')0#SL_0Y|YAXMQ|
M^:M+^8N,+N0|+2AT<#PEP%|;G%+F|KIFS/#RXR;6C)@%B|M,8PYQ>Q|I|T
M.=C<|+2KK8U|&/\$@5R,00+,%656*_WJG,<+Y7#,9GWB;<_F^%|C&Y4VY3%ES)K|9N_M
/J.5.N7R(=.R1.<4.U(B,^05O26F|Q,079/-6(I)EP=@=&1K=GPT-@G4
M)!7W_#HN\$RW,@5694*?KCY?;&?'#1|P_MOW
MY'INR'LGI4'OG(53|>L7%N#"EATD&B;FC9)4C7;OAN2G76>WV*_*@47!(%CB_M!
|Y6UC"5|&-"H\$F^9:2_1ES.LS-0EE_0>(T3>NZ\$T8-|&,L:DHKATDj;2%G_M)\$3%KCZC--
T6)2EUV*ZO>JR|6&V-Q&M2#_S_IQ;U5/W9*B>((-2'Q8@FKI,
M:1|@SE#|+>36GO3%7/L(U(|55)TMN\$UG"<"45;&*@8;5C.T\$\$.U9&;T+,NR
M6WZ3|C5%N<5EU^|_M^K/HK/+,MZBD_B:)!O@D%;&;1+GOP.EYO3^1TB;J-6E_M|A-
JFA,|APM;|6V*M)593,8(DTXU:)7/>>>T2I>I6K^(:Y&/A95_,|4S%9R_MU6_0.PQWH!?!FL-
P)!5_K_NZ7BO)S^W^_+;&U^#\$M"*OG@\$"80\$=KL+|G(^8C
M2M\$WD5'I6VDN<^(01PU!1@L1T|^D_4(=PR-T3M7"17OABI(|8_I&G9JX_&;8_MHXS?
HG|GTSK&'Y?O#;,%>Y?*&"6R*NW0^Q|VAZ21K'##<1\$1-F#D.6*|H93_A_MI9|@8("3TFD
>>C5F.AKM4YFN'F|U@3MC3>/7U,*2|H>|C)RS.6|!&:M|'5&_M.M->PT
1I78B+5%>KY30P35W|WG33,L3*NX)9U.>@714NZ)&_M|T?|;Y>74?-.8R2=+ER0:\$
Q0Z0>|_UI0)O!5M/E/DF|*J_+"+R/AL8NDC>_M8O+R7C|T=|DH_E\$/S9O#08+/GX-T,8/A>
05SSEO?:A=<\$U99=^C;|FB_5B_M|_OQ:0|NV%-BZ*=
11.6%UG+VNE^)|L*|USASJM/E^S^";W+QCQ&S@D=0K<7#E_MO=R^#-FA#;!D-
UDV'7MWD@=C_%C>T91)|3;::X;MV?Y,=LD7H/SJFP#JYZ
MQOC'P5_VN!C9N6BY\$G74!U8UKTQL,%Z7*|&+73R:\$!|P|AW(OBRIQIX:71
M<%!:)>S;JD&W,>3ZXXEUI|2^RZ*Z&ZDI4Y9|:P|17+K+\$=:H)BHJ5J>*X5|S
MZHUMTCA#^_DQ_@:<.28.YY+9A1|/GG;|;)X<5(>^B0W2|22PY4
M_<%7HH|PY|'1CS"&#;(-.66C+TU_4\$U^'^EB"t@^|5JV55|T%2Q:&W120Z9
M4|94E4>-0Q(^&/B(H4NHN?W0|0!Q_M9O;-"I:=)
V6|WA*T:|!#UH0|=)E|_|U,J%_6E3TJZ6+*5<:N"(%(@=RZ@_D|Y_M(R|4:|ZBS%Z%%0KN?
L%N,6OAB+_H35,T(%|Y|@LG7_CH*|CJO-L|EJ_M?C/<_<35T646|9N/?
UMJ^B=6|)PNZ|6/'1T, M1TT?2L/Q4%:
(+!NEKW=&'7@TL|(#T0Q9LE(&\$M.2BHVX@6#?;#G79!%J%
ME9|4#2;KE87"F*0V\$5R\$S31T.2UIC.Q'A+E%+0F3+1MRG4<%Q9,L%|5.1%6._M;JDT+
<_D*/|JV|6:ARK##<4PWR05RTK_7G#H5."UX,|!>@5N-+X@RWDZ/NA_M&!@3WCJ?
UY.8R!K=\$C_GPDtz"JCSIB7C!J",>GJ(9=31P)*Y(YL=?_TN#V_2_MM0'HP_2C#WSLH6|T-
3)ZC5V3!+?;??O-%W5SZ'Y6%2XNQ@GOJ=00\$;E>)O'*B*;;7N2F>V45_M=QDC;@ONS.?
W,R|^O.)?;H!|33OL!K5XJ."UP_/MA|HZ/DW#F%KLF2U+AGQE
M76HF|EH(OB_M7\$'3:B=*'7#_L)19&)|&QE|PA40%0MBXR)+\$K)4W|2H>_)+-
MTX/!1:Y+STL2P+-2&NY;YXZIKZE+V/OO|CJ59W|;X'MW,NHG!|8.M^?^W0ZD
MP_#TZ.ZZ9<_?_ODO2|^1+=Y1W^G3UMW|G);_O_||6^G1P|;>W|YMEP1Y:8.QG
MQN/LX'#|LC(>?RMC.J)9DN+^I64|OOA_#^6|7L-+*=>9&+5?TABNV)G5BSK
M_%Z3,38<^E&3MN5G1AY|!*EU#^"0JZ|*&3PN)0Y39_&_S_186("|O97E\$3L1
MV), "M6&|A>RKID|5|.2/4S4|CCI50G-!IG9!2"UGS)J"4C<-8L>|NLS1%YV_M#
<('Y8O7&'),@U8!1<"7Y, M62W#9N|J-OV:46K#^;KRV|%. "MDN_
9E,H?.HZ=?;5SA6_P7B*P0/FE491_HJM_ME/(O2W-(F^>ANR@JK=,6V?^_IW:D>6H(N
_5X?_S-%8CLU(S/<|C3JOV7&1|4?FLX4?QQ4=Y%\$,6W_M<3;'QHL:\$_!%*)M3K_", "8??
4TAL3;S6UWZ|;W5E^|9DYTL.904J#<*(|) M0|AP5+G2/T795BKR"">X93@PEL%/-
DJ;J@ (W%=2|T9IC5;(C8CD59&3\$|^P_M\$E??*,%@31|@|\$!&H/|80")D1,JKC6D1=21-
L^==09GBV|VHG|V8A'6NL3_MK"B
0@HV|D|QDH\$8Y;B3/L..+>1MKXYH\$Z3,=61B'\$7|MY?!_A?JKPZ">FY_MQ=!Q'5EW-
1L;^+5*IT/EO\$2SE|QXLP7LER=Y@+8|GW%*.2S1B(L:.5-U#?G_MJ;H1^6,Q^Y&
<0VW6B>|F"11WF/:P<+PUW|_#MNO/=C|7|BTFERR2@_\$_#-ET_I
MN=R8HJ%KJH(C|USV\$SEW9:Z4RN+L:|)|\$W2M_\$.&E>/:
MI88>YXG68H%7J+M7L:G@&772!PD;=-G9)YUV|M'Y+L/#VWXYW^_7LK-18B*R_M-|
ZA@,2|VIX:T2&2,1RS"W*F2\$+H'B3T/QH#\$5|Y9_A1Q/(?-0#^7LVY5&_M_-"6/!
|VU_LDS|'M|'A*+V.A%Q3CUG6V>X"=GZ'+O<\$'U9T6I0WRLPSF=
M)F++J.VFI_.ZO0;+HT,3?>^_CF<--;G=IGZO5!30_\$&,G^,NIH1X-9MAYP_M^7P,GU042-
3,B0X|Q_J+-9<164P&9+|H7L;P|Y.S14I'D1?)\UO_,M43:>_M|S)F<5/E+XQF/(\$L68_1C-
:6.>HI1/D3L33:6_9-)I%34(AW+&0|D@T38)|_M-

=#C^<'A>9@Z)ZKJJ34<@DMADGY=*F>GQH88&?H=TD)((XV5A,,+63?!IR&5 MM?
!E)FOU5P0L@(VS I5:AH)LIMIU59\$KBW>OB53LU@KX&.OF)/R:2 &EJ1 "
M\95Z"!@PANN@|&7^N\5F&5(I/"(!O^-&B5T_STT:0JM'1030 ^;7VN&GN M>F:NZAD=!
R@3C(KRG+;;O#&30IL_EN80H%!FP2X(#!R#;6.:I:)9UQ=3UY4 MW=
<4+J79'%//Y2#%:/HT-01:9/^Q\$GTW9Y 7T*)CR'LOFQ5I7/B8:IM?@IR/1,PLCUB*19Y\$67
M\HMMU*.V2=H5)ZC:QEP7(RX(9'WIMB)C!;4\KSZ@)+8I-9-+<.<I>)I? BT,
M/FA9K*|O6F#D@/DAN|>< 7;GDC&?F*4*ZKH+ _Y@/GT!;IUDN\$REW^*/UO T
MIK/0_UDDV95E=(DDNZ3|3>*. *GV+*+!|"_2\$ZREZ |OW M_..DUH>E)7QUT|TG6F|
Y*"C(.LOTZD-^'|>+M5;MRN;4Q!1,4ZCV MP1R<*X8-Y_-PA:"Y+Q#"3'/U-6\$#3>T9;7W
M#PV9>\$%F,_.Y|.KK^X.;C0VJ#+-@W"QL\$?FML6DT4:ZW=+|\$1'D"1_S='R; M?
XQHUTV+I9R%X-T5Q>|818:'I^6?:(O=;)IU.G./:V\$SX2*P?L#-KGV:E&\$=+*)Q%
MMV?":+#YUC4|D;Z@E#(%^=|:;>#Q;JX%"Q|)K"K6MELL:7*O5+V0/ M#W_|DE|
|GD\$PJ#ZK(MV<=BWEE52%U5|FNK|_0Q9=17|O'J:ZL9SGQI? NTN
ME;:H!LU\$EX|PG&L,N*+^V>|U#CNZO8#8\$9H/SA7@EDY<|H74UPP;JCEZ6EKV
MO|,^JLM9=+/7JKXT:|V|\$2#+"+^&3VF):916P,J;I|UZD,JN&LZ/"9XW53BKS
M|Y9336Z4TU>PS|>\$.T:-;NLH56/_#@;+(YS,KN-P9#P&HD=<^+A;L'ZWP9
M9|F(|42(W1#|JTUHH|5);/|L.KUK|D=1C|4-8V"ZXHLKMRF M+!_ACM@)4..KOJ8&J.
(T;:9B)S|SN82^81KR|?)Q-&Z|OIR<;Q_I;X*K?IVK
M&U4F2&ID^51;>9T+9I7I!F*U3|4:G7)I8;8AF3.13 :ZW|2^#_|X33;A @*<
MW|\$.-/NLL6:#BRGS%UCN=K5"&@GS)>5_5|HBA9_P"Z"6^5QCOR000@5"18M8_M"X#
>\$UDM%P9H=(8?K_JLRFI8JE|C<"NIS>Q!4X"):6@|H5(FSH1GC61Q!Q M@5^_
K@:REE745LA^/%4)5%#C|67.M |).A42E6""TR#FX!VAU,|<'|>96EA" MM&%!
|UFA%R:;+W^Q@|C%8U6<+)>&5Y)AR+*&\$V=|W9YU*|1'4SOAQB\$NRAC/ MXMNB
'28:|H0TUG@&0P&=-/X".HETN|98OV)_>8Y8B'+2N5SP9_(SXE4U,+ MOY_#
|09A./2W!AQ62.594;K-RM<;=14=*|_ST&8HD_1;_
M>.QZU>3P|C(=3\$H)UITH%62V|I@ \$MOR+Y+L3N-TI2P1'^3(N.8ORCW5YW|IX
M&P+P:.(I;HK;<9'ERIPDZM2\$Q<'<|_Q0X*9U<.GRJ^/R1VDJ3,J|H"B?IOP4
M|@40"P(|*AZ538.BJWU"5HJKG--Z.#YV|Z 28P,N3M(9^"J5FQ#"-
P3+JTE8EVF)W#|V&:19.W9F0RY) ZLFJD9P;U-1!ML6 M)'\$@5_(37F&5;\$Y*=TMR;_
=Q.NT\$Y=VA+?G|HM>P@O/V)R|M9|S @_D:YUUG M|F#)E;&40PJLK(@_D5|!UW;HSD;
|QY*X#/) <J\$|S:P%MNT8@RKOPD.W&R&*C_::(|9RA(!MD,\$*5P=&ISUSL|Y
WZNS|_ICCL>|2@PR9TUB8FXD/* M5L,@C-)O2'>AZKP4_9C;Z|AM))_X|K+^:L%QS|H|4-
^GE3@ME&+"B|(?TRR7I%O1|Z^SM*P"AD|"N.2+DA8:ESXS(/ KR4/7 MB7D;)P1-
A(^!M18V/3AUB40V>=\$G9SHV0ME"&IR%H|H>|L.>/MO?O@/|>##
M|H6AEP_9I#9Q\$+096\$H<0MW1.#05*'8UI8,@^|G*|Q-|<#L+_UW>GS50P!H
M"3%#4Y@H|+'21\$TY//%M/%^GA -|;#!@U1TWEQ6;(*:ZKNADN;":%T|79JV0
M404"F&NYBS)9CF,-?&6RUP69EKD*%/Y3IVVJX,
M7\$GK6@L|NV>8M4|:\$DMQ\$<"V@_P0NT4PB=R-F99J29%.;="V9_PP(##MV(V
M2VO'%KCL&(W+B|PCF%Y|!-;V1M-P8=-\$|!|=K4?'\$R P=%I-B>=-?AOSNRS
M3+\$ZJY3A6V0K*0&U1KD-S^A"LRQC&P| ^.;|O+K==G,|>30T<^@ML=D(920
M0THG|+O0/-|3W"CK>19|*J;SKG<.U.PHDK8O96@?>0K/H+40"%.) ZT N
M|IWO/CCWC2+ @,|!E|V-N|TQ5-?F@;XE);L00)/O_+?"RQ_ZU>&? %5LZ2>4=Y M52)W
2)B03&N|:SM/2P4W; ML)8A+R4C16B5W.LS|\$ZH+H71M(|JWPF0BZRTF|TO-
#2S,337B?>V?(-#GC.! MF/L^C\$>FE0P;-182W9""S=9(FF>TL:"DA^\$,WMC2)7&&4J_%
<P(CK'.K|("*=+Y %|R,N%A3"|"I"!|_R|8234DT33YFNYH0\$SBY/RU8|=
MG;34HJMXDL|L7*|BH/1@L@7N"A T@?+U,
M*|.BME(X<:_5>P%&7B|HF(OUQ=|H*I>Z>09S?F0X:3|@|(<@_3;|8!;FR%_
MQ,=&03AZ;GSP>#SJJ*;T&D#HCIRN4/_?KO,|_D(S_&'E|YD|U|&%J|% M9-
3U0RT;079!>|B(X|NYZ;?>PB|0.M\$+|H.#3.V.3&@C|!C0\$"3P>9L5 M<_U=
(M|FICX|A'ZC.A*H^ K"#,EY%50.JTV.I>YH*"YN_ MC-*;N=LD314ZL\$K2.T7J#>+3I;
(SSNTVT7Q'M^4@ (W5;5>*(|LSA>P5&@ M/B5"GG HPM|M4-H=LM::W5|(*
(SU"A@AE|7T|W3%:_D+=>Y0|C=?18#|FI|E
M)CWA1*C8N1H:YAD<'5.|U|2KBFVC(|X|)GD_@O#HCP+^^@2I\$-V1 M)K*
|TMJH8H!LCO)F&=YVMH:F?NT|X)|HWI:FJ*!N?*&|&CQ'D|XH15_P"DX"K&3>/00IABC1|H
L4=/C MRB74P20;JX5#*(|77I2=|2|^K%X|TC-E1S"15.Q^E'0,IR
R6V'UN4DM|LKTG?;/4W,#_9_+M|!;>PB-CB&T7"TC M&FRC=L-Y6-|FI)=F+..KM?-.J-
T|\$|3KT|JR-3(;2"QTH<0% C4T:UM;::@|-\$|.6#@3KZS0HRQQ(C7|E?
KXK_!#R3.N41,WL\$ZSFWO9.M3=%8^/U:H\$GW@SJ-

"JJYL7M\A74'N'5U;>"VE6DP=YJ0@#K1(?SK 1D*J; MW#KO-J'0T^)^E\&?J#?
%V(XY@=*M3H.R P08"WFXW6+C:(O*VQ&OUI8?;96K MX6D5H6\BCS8J=SUEYL
6#Y@W:A.M4@=?RF(8UL6E8KN*NJ?7E%?%VFEJ/JX MT#J#.Y1JOG37=+WW>B,7)6L
+HO&?>95V9YB>DDAW/) M7M(M07+!@EEFQI5
MSBW15\9+;60XNE1C5B29>D0+/*CO/93X%.#KM_@95WAF\&'IR.W^CRRRA@A;MIJ'
MI'T%.Q=Y)ZEM&+T*Q?N_ H+S99+-!1(01NU53MQI[#/9]I_>_6R_#LJ
MZ9^09:\$.Q,M@*G?OY346G;CN5RLS@?<46,;.'C"U!*:D:1T62.EH609N@H
MFHQ3DWG\1ZK\^6G)D.=%RWGJB>O4\K(\D&X#/2DXRDSGAQEU!\$H\$F;:U=\$1\6;-
RS5L798.)*9JJJBH\!+MRYFWO%YNI4V)-AV=N/U(@H=B638SD"^J^>24;
M3X@.7RQICW;:[X'_VFK(IKEZIL\$JHEC^X\$T9S!66M'J4+^MW=4*S B\MI?Q
MUVRQ7M3I'^^GN;ED2&8L;HO26#+65BX'0\$H%5>B?B="V1\GU\.^S)3?K?T*FI
MZVG%Y&-9K\$S^P"RAW5.C>WY@O?CGRQE\$I&5@0?V,I@'69\$G3@#E??[N_ '\$L M8GZ
J@-(MZD/2O2)(^-JAF>=BLENXSE'Z@C\Y!#/JOY#%5@MR\\$_5%1;)=F4
M@B9\$W/9FAWJ*IKLL;+FSDZA,8C0/R\$E9\GK(.R;=RB;+.S0DD\JP1#105-M
QFM<4'@GP;H(\$@JZT(42=G/ZK4RAW)R^S*1N4X"(%GI:(4F4J@MSH10\ M>^2F
SH\$G&PH\NGY!:@:NHf3_!^%SH_CL+B!!K6>+@4#P9*@O")<%%K\$)L=
M37>8QB58B_6JOLS@MYJWA\$S?EI?4DV%"S\ZFIGU:4ZA:S&LGHO\HZD;H)0F=
MMJ13'N=.G5I9DIF C%9:IJ5EQ;&VH&*=?HSDJ7)0)V0RL%\BNQJ+!^*I#>K
MX6A\J7@XVEKH,9-=K0\3TL+>\$N;:00X&I'Z9>M'7-RZNYR>[9UU;:G\5U
MQ);&K*0T\$VY@-EJ'JJB+?,ON7*Z5=[T,H*UP\VM-XZ2Q+4\DL,20?S=G! M
MV*B9"1/+&?M)\$N\$_RM+/>+&UU?ARB;# P20&8F\13"HU0M4^I5?P5V'K3
MVXP8U&*LOJ9<I=RHQ+-E1'6OX=1.&^9,*JL2EM8,T^YWE<";\$;T<\$P:1\$OD M*R43-
!J\<:(OB6@?X9X7M9)0\BN57OL6!W%9\@AHD8TYF21?+H\;"BLG"8*
MIHW!ZR1TNYP9_6@5YPW;B.@XPEC,0\$3F,UQ6)@_ 'T/\+; U86TKJ@:T1!Z;
MI&5@H98A33+!^8U;I=Y\$YV;/GI=8TJD621,U+\$DUNKC(6E)&_(6*MK7'NW;
MXI%A_VN/3S2ZN_-I;6O5R401K-O\T+B"
MFOS4\>'YP>E1?;'(G_J5CP+MSA\^G)U^>XM*.I>U=[L<6\="(^\1/W=JZ^WM
MDH:WOKS\O\+Y^C?_7U?N_?1YLJ#GXME%NXTT)5T^B\U9HP!ISH0-
5=F&*C4VVF/7%&UID!W'H M@MPM)IUYX%51\>P>V3CMSC@_DS%'H0=/^#+:FT?
9)-2#9?H:1GK;@B;G;VGD' MB2P0GDY8V=;YPC_>/9#V*F2-
G+*,G!-"6S"\$#X\&9+JQ.JA3M_,"B8#?Q("K MT/M^8/JDP# E67)-727/?^7,N6\G-
M(@AR*9\2MM6RK/GB;AKWAG&JVQ'B\$ MN_?SI-&Q*-RHC>>@/7L_V?
W9R#N8Z^@)\$UU;)\B^2ZT\V+*BO9C\$/I CZE.> M>7)R.N&I'_97
GAA;5^/NLW\I(6\>/%C_) '\$=I1B,X.\4:B?@I3?MEM^42X M>-;S\^Z/I9O?
_O4L\I'5*61(++STX?W;SQ_W!O)EN'BMR9\ZA#U)L98'>3%R
MR\H=D,CGS*%Z"EZC"E>0K1#JE8HFK;9D;M*>IMG2EM=1SZD?XB/HLZ5)Y>2A
M0AYCZVO+2\;>V2Z)+RB_4Z;I"\$S M\JDT.\AE06K'S"S/M^8G=4@K C\^!2B:S=/_S"5Q-
MY=IU!%O1**RA7E\U M=(H3_4*FP^U3>EO,D>3X\$Z.W9 @;WO1DU&'2+RB!"\&*N6-
JE5LH*&^FG.V M)G"Y2>?-I'N0UPS";%RJ*2Q^FI7DP)=)R!M3HX!RT%&2G=P:3D>17I?;
KZ/O M9\UYRTHZ&'Q8:=YK1S_>9WAO)>'M8%:"Z2Z;1F"/5G#0"N/^HQ6Z=DKO%"A)
MRK'58!HOL7:CE<"YZL0J\U *L79Y4PX\$2R_J-IE*?C9XG\A&9\.' M5F9LJCR4>18X?
D=0DXH&DWN\7@I25&G)%/LD%Y@/@*YBSK_79"-X=A=A=0A8-M=L&'V8R>:>8\I
(XAMKTKHO5"W\3)8\9?/_WWURQ=J.%YDS/) #-=DFL)K#P4-. MEA;X-H\;T9-
&G6\HT)VW'49\$;9.41U)01!#JYQ&G5RU,D6\$;:I!-TLEZ-6 M_:Q3M93@S2=?
XJ_NIP'C^(35 MH-P^:VO&E8FMJS4LI Q)GO"U **+\$H>U1=#HCW;>MAWV8\=JMYW\M-
M-P5V\ MF;J *Q7%SK08PL:DVfZ"J-IX0K8+6VA:ET2O#?* IR'A:C>*RGN\N"R-?/L M?
IKM8OF^_!"!78/H%::;\$L;CG9X9 C.FSS4;5G-^!2 CM(YT8I/O>B()>'QR. M;9YF"(X-
3C=E:90EDGM371J^S)"%E,;!KYJO%VW;Z3OJ\(*QX\FF6SUMUNX5CO H1CR
7X&39A5IK2B) %/E\$H8Z9;:' M!)HR*^V\$67A*C1\C-!Q3IF_>??+X!?
=\$O'YX\I'HY=UHW%0W &#>5R*V7/
MR\I>9^U\I'M'(I@\$U\#8: ^@4\!@93;R,9\<.\$\A9Z\B8X%-\$5"J\$94"HF M-
ELT9H*L.N"=HV@@./1S92Z4,4+B>TK7E PUG1('<QH#D7\ND\?8-C_"^BG)\;8OWJ-
'Y%XHV=DO.OS_> MNQ\O+>'JW?0-P\&_LA_XI&)Y9WGNM:+36&F_.J,@'IOIKE5+..^E_
>N)I MO*/R5G-5W1\$Y"NR9;^JH-3_FIERV\TLG\ (V1?*ADEZ4^JLL52239TZL;GA0&
MMCE1;MON1\$4/%;)8D-K-8!(>FF'/+2G=0#JY?KE CH_(-W+U<-#+IR\W09*)
MRHO_0#^=Q^"\$Q)J(*CAB=?\$+SO"%I0-ZOH*#XC%P:7M?
OJF;U84N#*I9VAJV3+VQONE7V!OX\5^94OG"+/H%
M;2V+?!9\$6P.K2\8P8\WT%:006%L4K0OI69>ABL.U1)8FO_YBR>12\/(I&#M/ M!R;N,BX-

,\$& /LUZNT6G4;&! ?1M7BBIXH&0J*JK7YP6"X-' MAH>1Y@1VSV>_8'?8>#ONX<55IY,P
M# 'F*&LDW#+B,20)LO\$LO:T\$HEY\$1/1(H!SOKI75:-N!\$O&.J46JM2\&9Z=)Z\$C:Q/:Q39Z1
\$8'N809\HC(!Q)7\$?G.3G1P\$PAU04X&.\$COL4-0-@I83>%H:Z&D6:S\4P4%2.5#C_M
=6&8\!|!EU0%"W03X9Y(L-.@WYJX:P.GHTS_EY*_5JMW\OPYUKV2GL<560#:-?_?
U):>^= /PBZTLM MI_Z.4@^X.DZUW_6*PWW-*7Z9GNES56M08'I.V.A_GIX2_
GIIHL0&"):6_M8>JDF()\$ATWBYNE,?5=<_M8;L!)A9E++5^O+.YK==>R>:@^6B\I
M:F,&!TENYXDUH?24>6H\?"JXI&%N;L@;L)4&G:8E0N>F\!<-KE%?:%Y4E2,@_M-
BU4_(NIF%JJ)YDC\$R\!1#DW:CH\YSZ'0#C2BEK'MKV-*.BU/*IOPR/NH
MS3_KQVQ=N^4+NGKX6Q8*U=<#3\?"+P((MB4B<))C6P2:54#KF3@
MZQOPJ_7U%NG=CP;"0NG_U>^4RP:73*!9ZA_KY)H9QN)2N+;CU2J>WM"?29>1
MV*J3(U\7%+AH:J(C\|/_5RI\|=3WP1*VJI@;\|_I-GO60+2A?ZA:_DL\6V(
MJ9_%U0UF)GE%&NIY+;:#9H,).2\$9)Z5=5^K=32_#R#8ZB&<9(CU\?T8"\$+/
M.F^"F^EZ#_ /PBG7L_.6R\Y>SJY\JD%'R"6ZH7?"_T.PWU@|CZB\$!
M/@>=:/4X0+2G,+FWPZ@S5GDC1)T*O1G#,3A?+9\|_UR:P%&_QMG_J,LM#1_M2=
(Y@U;Y3>3>K6>I9HY1CW;'L;S.@T^+)C9_MM(X6KV_YV0(+C3C,
|B/!1*CGLH3\|>+'A671;K/P?J'=05CS1Q#)W,21W:#SU_M.\Q(@.?:
>2.*J99>2OG,U@A#A+D7UAP\$+UF=%DDU%.24&2T\9/CTEQB.5V4_Z_MW@W#;?:
_@9>?|SUY64I"@YC=:>?"U\J3CM6?|_*7EO)/IT>_M'/7;
^U70*459MH\,#\$5;4Q6\Z3MRQ1=I:&G/\$A_3I.1170\$A^\$06N(CY53W_MNBLFT'/?
W\&4.1RF3M2ZZUD;\$I(^H3VX\5;:;@.N19;)\|_I:05^#"8.K*O)#\H26_#NR_M1Y_L\8I_50K2-
VTU0\$&/_JP::/2\ZAM0;9%RIPF)VZ+;QM)\|_A#A)3\$JYAD
M&H>KOG<,OH%G_44\|_Q_6CU\|_?_OU)INH^/C?M<".FN';K%BK,%-=|(:Z\51\$_M\|_A&I
AJED)&,_|A"_M@O9F2UR;G@6E2YEKRZB@->?VVI3%JC@|:6\|_C:M>^_MS_KN2?
_KNUW9,\$\|_UD\$8,(QB#'UW4\|_YU%6B34BST536.XU1PU=MJL'PV)?_M=2
4=7O=D(N#|P(H=%I')@M_MG\|.4\|_*PV@%9\|+_G\$;SZ?KN5"OR;^\$J6PZA\&K6)NH+-;7-
X/AUUOUKTDZ_M+^ZHO\2OU686*#25-&H*(K\|_7))C+30\|_ETQ&\|_Y\|_T^9HWQFE-
JL_OZ.=Q6_M*,>ZL-3VX7&3K)I"/@Y29)-T=0>)UM"2T*E:9ZQT6V?|\|_?5L7@C,#+I&S\|_2)#
MM1?P"G_^T^GY3S@;%QJV_3Y=V5?_.9Y3TQ9J#-\$Z@\$O\K-8/_E'\|_H2W\|_H2^+
M'(PB':VZ^VJ8W8Y:FK.&ZM-4*|TIG7X>/H_O=-&0%Z%'%'43+;G3G=QK-8K\|_X&0,'
M:!\|_VUWGFU'0Q^"V"@N%))25P,@\|_!\|_I_Z^!\|_B:4OY/87P)\|_C:GO%>D#("Z\|_T;(2&C-
)_00A)_;+HY0(O_,P8.%_M')VPJ\LD!5HK96T7\|_W\|_R<-
|KGBVGZ<\$Y0IH>J5E>)QJ4^8P'6N@=.X40E(&<
M@UENGWY)N@+J7\|_R.+J)\$ZH1("##*%7&JJ&@,RKVZ#85;XKI&F^B#8-?!<*U_M_V)
<*)\|_52YE\|_4"A,@8>?NLV^,5).@4B%^J,1=FN#"SN"76#Y?I7,\|_I?@N\|_MO\|_JRR"/^Q&
!\|_C)#\|_H\|_WND5Q,\|_HW.FW@:S%/%\|_CGRGHS:PWY&):Q.KG*>.GP
MY:@O*PNL7JR:63('5C,\|_ALBK>)DRME::3QL\|_64F?J_"M4AU\|_#!>F+!K%E8D
MO\|_RWVY=Q>G"TAVD\|_*9QVIXD?Z-LUGUOLN._B.FS/>A62\|_GSWU_R9\|_5AZ?%_M4O-
XMYZ\|_IY7TI<6)!^JN7\$Z:'#29AHC8I\$-L&O8
M\|_!\|_J6(+;2FN79=^9I*:AJ34A1F\|_!"A@(5?"9Q,>FL8)=!8D\|_W:OWLWFZX.G4_M\|_>ENZ?H?
+@>?8"UV^56C^>BFO7#.O20IB@S-,>H\|_5@ASGOLD6VBKD=_M00\|_"XTC)\|_
M\$VMP@X%?N*FU78<2ZQQ@H0#7'G\|_E:38-T2UB7FBR@@WQ(2_7KT>*_-/_+L!
M\|_IQJD2?C"<(G,B6@SY5G;H:P=P=81>FV-QO:N.I"@-D=0HAGN4VZ\$+BY_4"Z_MR*W
L2GS\|_J>8UIA2TH^QF"FU,N\|_&4?TS+"IFJ_-#8;P:)5>=>A+/_H:TP
MGM\|_#-5)U.5T)2=:K>|&\$:^0T'O:4H%1H4G54>4.)H(FY(N\|_J8<@0_%\|_P_QFD_MT-
VFL\|_C:.\$V3+461:Y+Z*_TVMEYJB5N\$1"HMEZ_M/E_S,"|\|_2MIFQ9V-?=S.MYWSM.K
U\|_K(0RI\|_2*ZF+I\|_3CM&BX?\$;QJ.F_MCQRLX/8\$KS@Y_G^"7H15FF-
2V2((#Y<>6SZ#3E:TL5G:4*)0\|_H4;\|_HYB<6_MU+N:M9!>L*VYL\$FB8<>GR.+UF+
<@-.Z58Q_M4K:O)Y2Y9YN'Y->R4-JD<'Y"N=R\|_GJ1\$,(6;52R@B;%Q(&R1'3L^/#@<#X8F
M5I%'<9>/_+ _OROM99Z1FDXJ\$SY&1%2QZ1R00:A0XS2&S@|P-">+X1_WJ8X?S?
!\|_1::FU3'R<'JF@U<|_M%:800(WXYKY27Y\|_C(DN\|_J)%HM;4PBK(R:W)2%K_3"2BD=:5-
FR\|_NBRM/B3

&U"(\$0'/#:8%/E\|_6NL_M\$6LAY<15")Y>AM-8:H7V_0*JFW7C\|_&+>P*"ZS"RK^/W\|_
L#VP@3T@!EAU0_MSZPZS'5=12FM)6L\|_<"1BJA6_3S1X&GI2_M8^AYR>9NU>"
<|\|_SN\|_#Y?.O_@+D:E0Z0C\|_7BW9""%O@/6ZK*7EO>_WR2K)G@9:
ME#FM:_E0E>'1M(157)XQB,J1\|_I_*%LJ%CO.T6_.\|_#%|\&>|GB6^!\|_V_6)@|_0-
ML:W2+8"7QFR\|_H_S1=F<%\|_K\|_?75WAC\|_4DIY:/W'&-T#OTIQMW_JUW_EA@:H^M3
*QE++)"NM5EH",1/4ZKAC1:"?+"=F9.2L&CORR:H\|_&B*_!O:XJ9J/RL_M\|_?

KH&!*7*]WVYQ"F7O-I2N>1X"^62"?46O K:D%UIU&B7SM!O:(A8M\$OW#YDL MD.O'8V3?
X/%I3J.Pf1/!A_M_468'\$54.30\$0+OS#=#H%YT<"P(IDY'))L5K M9?
EB8!6DGA*^Q#.MB!>?C7_I TK+QPNH,IW:Z3'\$LQ1M52V3'RI^P(K\XM4%0 MHJ
8I4TZ+|"#=>MKLXRZ)2E1Q(MV6ESGZKf@X9J77*Z5IS&5ZB&|*_?%YB6
MBN=5(0A&NFY%3Z_)PTLD9/73Ll,!?_I7JX!W0V+,DIE#EJL+;#1R.F4 M;NS+
."H)_JZ1IV(BXGZT?X&AP='HU?Q'PI;Q1>ZK>/NK.W/IWO@FFR*[W MKAIL9XB|\$=*.
(LOG<1HE&|:"*NT(0O4FG%J\U//?IS\$LE1P)M>)2Z^\$U7)%X M/AAZ8'X%-
^KW:OE.5XE5M5S=I7/UG>'X:.\$0-HE5#OPUIU?DKR4X9&O\$;%K@# M+|N&H|3:PY?
D#03-R*)2,H?,13'+)-Z0FB(95"16GV40+4^>-J#R9C7V% M
&VA!/@E@LP4%2!QPJM545BEEVXMK'BV&A:\$P7J98-%*WT7-T0P35ABN ^EI
MB6>CQ4PGY&_F-|XFS:JJ:2/71\$PQ8>E9*[E_S|D2:#Y3SFWJD5",JE7I5;
MD4(0/P">'#+T)IZB> B27:U0%-;I@7E)'Z+L&0:<;9ALUPBR'7^V2|!A9T M1>38V)9H-
Y"N1'@KN(J9Y6%:Z,@/!Y#WD:D\A%^6ED ,O+; ^K^"5DKL1Y.\$
M.U3D):E96I#4Z49X(O7M!54*U/)&|ES9 N0LP?/>\$?Y@P"@=&I(ZHMZM'Z1\$
MM:WS^/1O::VM/9/\$*OP46+I0VUHZGG29FQPY|V);_JNZ**7D;(")_1LOM"D
M9@_+B%=V?SV=SD%?%:QMD:\$|:H>YQ#J\02J54A2NQ&S@;:(=,UK>^1@fG"= M-
#U(B(-4,Pf@fH_,&L,\$CY6*-8RC#9>/B,3YFN"
L49(X/;*Z)82Y=S&T"L#>'V().JUL_ET>KQLHO7JYNB
M5!;!EE/;*B0&CV*JLN"Q3#FBCF|'F\$G&E\$3M/#R)F6!S,#8-DDVX!+H.,JK/
M5IW4>QJ\$CJ0@'EM@!UW,W3A-=/G9Gf(4L.@#+T=Y^U1#::AM):B2L-
M89DXVV,F1IJV>\$F2HTC M; &HZXFHL 8TCO7(R7F_I5_40%7K5&3;"P_(BA*
X@GM^JFU4GL|^./Q4KQH(M8'=40Y(P*[RC-'3>&.*H*;
fBY*F\$6891P_5','+K<,J>,Df">B\$JJP;#JTM3G/300M_-+8>T#7Q+9'
MjN0/&GjR!G9.16@9Z;?1,T:QK3TfUQ M*\$"1"KU+;/6L6-!Q,"/O3288K??0P>-
=CLE'8!M\$|I2#HY,\$%-N|TB:_' M9S1!OB;8^<&)3Q=^Q'T='X%(^:(@ 4HNM:f SIAf
MF%: ^CJR:J("3HSG8C2+11L52G?^17;/3-X'BFV!@D=L_W&B>(AM)?XSF^V(%
M+KX%*)*:(%JRBG'C?K)HLEf95#D&3@1=(>G4 B)9C9.OL>VA"!3M>, +>8V8
MVCPCjDNfI%Z'! ?IDD/+GAD+^41.2+|BBQ2EAT_NS)/X\6+K|+X&%R/fZ4-E
M6L7'H2!>GX784KI@((f/#DYW*)61|2=M>'(P/H&!^!#BCV02J.74:JfSC
V82*P.IW/3(Y&Ej8X2A MOJN:2G7?> M3P-V%" +KJ2
ATD>|5>/(('YM3^J(RE>3U+&I61ZVG!\$ _H93F M=.9;"!JZI&@\$MF7!^SG0\$A)7M6CL&
f'S;JWSfZA+ _JSH0V:!" "BV&>/6: MRY?03\$ _PEf8@8AEW,HS%4(")62:NBQ =NXJUS.YMX
MQ;^HP">>33M,QQ(CZWRfV.WY=OKZD>?:"fT\$/=G\$XQ9RG0X'O5L;6(A?|<|
MG609/&C#6TfVfGE.-|B|Z,2|Q"82*TGfJ.<1+ #M#.P.%f#0() ^\$Q'US&2QfV MA&=|6W-
DFC*SA=M(QZ'%S2,-YQA;NVBC1#"_,40"O5|NWWN.?V^f)_JE00 MAP13C7fV+Y0Y
Cf%>+<f@|0IH'8NS6)WTfXCFP+(fDP?fTOXRPO\$1>GOB^2 M6^+SA^ _fEB-DZ1?
81|Q595"<%Ei8;J;N(J^M>_1H)|Rf!>/P,fZK?>^fI-M?_:4!
9fGZCY>'&\$I&./PD/MB6BPG*|KS)C: ?QXPH1ATA-&VL::;B_N@CFE(MJJA!::^B)
(,B2USN\ZO-E*U=Q Z>;5Z6O;^f|+;V37WDS3|1&6YG_X:Z@8QLEUK;f!/+Xf|\$?
LO0BUW.AXY4LM+=ROHT%| MY!U:8-P9V((K@D@_J4W6W_YA"R5M01IVEG)9f"8 QT-
RY\$W4 MEf;)H6V8K;'N3DXM.7B7;,JfWf(f)JS78'=-JUF(U71:#|&0ZV))_6L:|*> M2_|6?
25KX64 _f)BX-8-fS7D)BZH>;fP%|^ #YJ?'0&0F#JAf1-f9Z"(M:/ M4|
B+*OT+_(?/P%ST3R^_TN6XV#CCWfBQ<(\$f1M%O!B:MCXf?!)Z6->DV?' M!^_SUF
L5^fI5XGG6f_LR M^L\$E=GB@5@1(A:K(3W8|?Pf) ?0Q+|&_''V_#KOTfERRMKR*Y0f-
UNLP8+U. MVW!^SVV2/(@2DE3U?)V,9\$;T8!|_=*S)=APB&.3;SH8WfG6G^:PW+ #O'L,0_
MM!T8Y"8E83>(G!QVAN1@>>KYTf0:@GOPP6 MZY!8'=WMFQU:f;P/D^?
f',S26/f1*91>>:2P^f|+fU)9CF8?W&KX\A M2XV5fP4?@fO78AVZR7_LRVHf._T^V/Hf|\$%
(&:%Y(O9'SM'),OPY MFP=^?R@f|^E#JS^#^|8ZMK8WM'_1@>fH%W1f|HG==O+V?F;LA-
)OT\$&>(_Pf|fJJD9^O<^F:F3,3;f9",*?f3FFG5-f|@160\$RQBO-'%:F
M001LHfXCA+H;/@N&F7Y*;XLY0N8^f4#PG&H:&K_&!!AT6\$PE?4@>-
MA=Y^71)WF>;H-S#AX+-_ZP={CD7=|fZNf_XLZf|. #PW-#^H"\$2WTTf#L'@fJ-fMCD)-
D:9YDOGM+Q#N"N0f'O(f:JLA,6.,W+;&"OH:#_ %*X^.#PY,(VY#YHAKE MfEP5&A"?
f\$&951,)24>Y-TP#:'%M\$ 2.?7KB+JRH(fZ
M&S.U5_/Y=1MO7%O!DGU=+G&CQ1EZ";_Y5B;EH@G M) @ f/f)"fH2*9/+Z5!!)
fHf|GL33M4:Y+4V'>).5UBKUfJEf|@#"fIVE#<-
MfZ29EN\$0@8f|+3R!fM.^Bf|f)%GUG,Xf+VR'f0T^T_T8f)*B+-=>=:C??f?D!>
MO<.VB<23+E\NR73PZ7F3Sf|@M4':8H)9"f|* #?H^_XE_->VW?*0Xf|>M7P7C^
MM(DfWCU%;>KS;WZ.9KUB9CT:/QLSJZ4@2D3>>&7*|.8_7PH4JfB9JA4YO0%E;/-</p></div>

O>Z+0TJ5Y9,V7PD:N MSSRR(4;6!B;K9Z1C[9J8.ZK5;00F#O>*CI42SGY8-
/33I8MKP;J%=3WRV)I M?8,AD14@9<|7>,7UT2UYM&|HTY00*SJEWU
NJFSU|3OY=5#HM--M0Q8-9@ M0@.VK|N*|3|"FUCA=94V2BAINWF)A|CY,I
=H7O|8|LSP8L.&C0(?GVFEPJ M4UJK?1N>ZHWR3N|!.RGC.^3?J\$5J|+4 ^GD|"?
U+/(|B_AW= XH/#&|SCM- M FY02VOX4LM4|= ^OX*;SVD-ZT|VJT% M|V6\$K|C@_-|
<(OOU-W>SOLUK1'^Y\$95U?O7Y\$M6(P7.=S"-^A8O!!2Q;+|&;
M;PXUC"=IFKO+P"Y@T*6O?*W*%7TNF5ELYFH)9PLMGF9I(E^WWSS_W=\$N
M'S)#W8|RW_U*(@)|W)L!-RO.1&7 P075|LFZE9|%O!1+3W6QJ!*7Y9J|>MX?4SVO|RG"A:5
M|ACF!ZOG01PN|1C8^AK|J4CDX5PE|69AN#W4>*)MR^\$|7A|HPW?\$CQZCN
MWN=JUZ4H|7'4GJ2S M+,<<&M7PBMF^+O"-U>6V|8(=J|UW!K(?%4LL(|F%_WQ!|4L.:|
U|/|3C|/+(MWJC_*Z:0!T8/U:QE|H|48+2XPG0YA0HZFB^H2E?
%W&8&^1|I+WHEK7BR9|_8 M_!!|JHL7*#3;XZW|>N#X_\$^4NS(>|!"S*(5^-?
%=3W>G;#;/MC!"IDE9N>\$SUVQ'O MA5N09GP"FHH+|B'?ZXSL ^3
M^|HBYJ=T692KB/N^-&K&#F7TG=S+3M5GZJ*\$<"6H7*G3|9C|LO#*!M.N5:W=
M=#U7,3WSA&E(;(8P0X3I,76)YC7|?>+9QBUX-GC@+/FW'|+I^/SX*\$W3ZO3|^-?|?
C5S|'05W?O;,*+B3HQ#+O/SUVT_*M67#G7WSZO
O3NY^#=X|^B_6=R\$3|^|NGRWR|^XS990U,BX85T*4M^;MLKCF?D02^S|(-
H*!,"T(3.-OM5JR+BMJ&P&X6@Y_F.|&7YH|">|>=)PY\$|Y&"1JN*4,1+:L?K;#?1|YWI
MK1&7'&-A;#Y=SPG8_'FE|H:^8Y+.0;=&/1A6-Z7:C+X9A:%^52FXO3@|&B8 MC+?
9/0\$0*#?>@65)Z|.MAAWJU'C3#C@R/;^>%|J|2V)O:5'N>9,\$Jc
MNV(|3P0UL%ZJ";W.D%,@Q;2NK(!|#:EK#>FQ|HBL19%#V#580,-"C=4!|NK8
MVA^<(FV-/!)5"M=T|P=B\$=#:X"*Z|2M%%H?RCIB00UI*S&+=ZA?'4^WE.|
M0=WAF\$FBFK?J0|9|+4_P7^L8ZS#%(.|EQ9/#/7'N,P_V6*1)IGZ|?S>-/CH
M,RN";B#U\$;4P(|:|@>)L)7Z/ZAUE^KJL+?39/3D=.51O5H#T+|I^R0.S^G! M*6D"--7
;VRL.LWS70FMW=B.7HE3I.>|6WS,W:|*DMDLV<@O#OIO1!4KSJH
MF/"NSE%%QPX|YL;EF9;\$(K1,MV"Y|S)6D/F#00;,@(X_!S|3W4C!OC?-WLH;FY6'
MJQN22,H+*%-,%#S-SCV |;PW-JZ/;4U/L&_P+VHB%TOY!(OGM.FKP|7E)PA*
MX*276#3RZHM RB|OH/>\$PSULYV&:5S%G&|7N0CF((K&Z<2ZN%;&XQH.M. "
M@T1I+=-1J?,-3KXK\$?T_7QTBG1,*SNTKF*8*J2?(DAJ1*OKJI M,"|397!W NL6%>9-D#>
(1^)+|1;|1_"C9L+J60&::R..2&|:KBG2T%CWW.D M-
^J^_.V4OX^V5/Y^O87R|S<0!F(6N>./UC>.5+/3CP_|C;L*O|=LL5X8
M\$._%@HB+'N(K41T6L#V|IY*/\$D^RP|J)|#*B8N52<34|!4A|BZL,TJ),??4BZN?Y>Y+
M:B#T4E/) C&G.I;6BX7NQL-GR;WI?-0S|'V)KF5NFG)<;W#XFGG;,:PG|8
ME*G:J^K6Y;W|HR4&D_3;3#VIBI56\$'5UM4(/*"W&U|VZ4|^X!ASZ&UKL.7T MV"VFS#?
F_HF)H-1^PGPVM2Q5L#O.)@7^75*IJ'A1:.0A4HS;%!\$9'VLY<;8 MZ670N|':8+"5
_8HT^4|GM+>J)W;>H=EC>/O=079\$59#W\$14YKPI#
M6JRA|P&|SP'C'(%V&J8A(8YU|/+QWS_2/R|59H1&#>"57"K/\$7K|18CE+BY+ M-
='WU\$^+XP4|0RW3#,YDFE1F;,)6#K4#WF6IGL;'OK*Z:C1@M(FE>MT|\$|MU
M+T_ZCAN>|LFN;A(-:Z0PE1=IKK&M>K=F_M(UP0;6@ (RB |JS&:3G-<%^7:K<6.38OI3/
WF*YUZ"P3&10OSE2P|9E@IDQ MHO*=H&X2W"Q^Q|GD)P9GIR.X*C";R&C|7*E
<|^&X%'K;|&FB@?L7=-/B| M*J;-AW-P\$|L40#/F"8&+P-N_B.S
I\$)N4RE#AF4*I'SQ4@K>N;J30A(D:0!|7 M<-#Z|H0?.LMMVXD>M|+F/3)2FSR_CZO)
|3*H\$;>(A.:X-WI&D91MS9SCG M&8FK\$03C(|U:S;L@EQ\$^!|D@Y4&FMP*8\$TV8J|(-S-
C7;RAK22/;M9D#,2I: MI^-Z(N(S3|JU"5JLJ_D|H(4AAT#V'>#E/D^L4!>M|KB52>="T M
+|Z|7M@7%LA|(>G*!5K(^D'D(ONK31)1<10FP40F_Y@GW?Y0&5|NF VN3&?
EBR?";ZL|L| MH3Y0LL%Y)-!K2<04/+=+|V_(1*G.(F:E1J0@M/5;T;?R676R0Q/191BIYQQF
M:PN%/AC&?A7016_@|5?0N/H6NE4|YHXK+O!5*1<%H|";04PB2C^5P>NJJ>?
M@"U300/JI4\$6 WSP ?#;'1W^U,|TK\$SL3M.Q_1P:6.J|5810ZV;|T|B1TE@Y
M4BK&_3"MID|H|VC0|3HY>-4%C7:&-'3|JL7CDX/Q:P\$XA@SDM?*%|F:O?LA6
M9UHL=3+13V^-(/J'=-MJ<'**|36S:'IM+ Y%3TJWJXLPGL@.?U4"Y5 PHJ@NNKWZJH
MYM7O'6S78U"!6BTCL=H7W*=RZ8#@_7J#)W5+)ADWO*D_[%4Z=MJ D|=Z/F
M&U+SF|Y*325>5IX&1V=|J|/D:NI0ZD3X55+^#|S F/V BH_:"U:|N1>OG0/ M;WHF(N4/-
P>PC0,"0%&?8BC|OU-)P<|#!-T*-N9A@(-I%GW>V;JU:QT&(J MS,7(NW0Z W=R@>5H>?
I+9P/UG*K|+J4D!=E5Z|G JYVL1;-!WFIVGAM=?PK2/5O@04G%-91A(5!_6_K\$D)_
KBYP>|T@V|N MY:=K|M/;8|T)&9+M3W2WYLOQ;M,3MWV:9|I/?(?
D*SM8=R<'KW>W|/JUZZL: M:;(X%_!;#|G>P=:%*H,?:!L|EW5TD|>@!6H=5I-
4:.N(U.4W.EBK&?TGX0 MOG=B37(;S&;VVJ.X4P;+;5|F=*OE)2Y6|Q_7NAVS4'34>=:
XA;&|4J- M@'.D<*#KC\$)|:C3HST|2M,C%/-ERDU6_P0.S_AB|TX/#|W;P (*B/S\$4^TV&

M)>M.,XWUK@92_F2XE(66DCI!"[L'3.+<,BfO(\>IF*46F#2#B(3P)D;QK!V M5G#40J<!",
() NRR7JE,PP.G5&H7D%M>#%GYS@=Y_RJAIGD M:ML7^ML* <')|ES|CP8=ICXR)SN"
f|>5^I|JTH9K'N_9KX) 1 V?9'0;L^* M&V?BDW!_(#4#5XY)*-/TP14_2 3Q\$38,
MVEQI(DN/9Q8+6_BGXRC"KF:UL;WE=4.Y4/=Z-
XRM9"^P.F%NHLZ<#^&!Q((6#!#6*B8,1NC)MN^"VM>N\$RB;'I^7Y3?,?O(FZL&7> MJ-
D(' >)Q<1-8U|I(8O),HH|+!"%5*N5W;;E&FN(";E*%MV(E:->'J
M"8@P<:;!&5^7X,^5:O3JT4) %RK.H8:=>.%-N'9?>41=XFBY7'L*,|I">FCF7B+FN
S5D2CTD*(1.,@@-'M<|/% M&YR+Z3S.%K4=#FKCY8HR|9Q-A0?
%EM4<()A3^\$&:7|O&3G-U*\${36%ZY'-RJ MW998K| ^/|
(E3PV^*Z1K59M23O!U11%U|#+!0,BMQHKPN|1KJSCF!Sf0PLV\$ _M=J-
Vl.'Z)=C!5:JR/+20T>"J;ZF@L3T#N" (JZ4T7)\(LGSA ':IG1L;F(M#1,#WL!4J"6HXHL8-
U"2SLIX3>P**A10>ZG0_!6V:"L8 M2?6 W.QC5K|3)GF@,8^0RC?
+53!RBT\$,4/B0SL:HX24(>%|=#,+@R%|>"B8 M*&9@
OB=&BUP)"B9/B_ ^HJ1/ZY!F|G&B|!<)D\$0Q%QCE:??22:4'YXMT7A, MQ)?&H\$T=
Q7E@S8 5QK+!('BQ_ .(-E^=0U5YTQ;|;A9C_ \$|*CT?'3/C+4L M.(%0Y|2O.2?
VE3VGLG?:T\K>YE.J3U6\X;@WV^58MDLM|?24A.5@CM!)E\$&+ M1P|T!%Z&
|4D%#R/R19XSFEQ6E*^IP8=W<=?T6KPD_XAS_8NT">_SITZ^HH) M^U!,EG13E-
P25462J|"#@BX=SRVY:YU|78O<=O#IM^Z2=4KM|^\$EOD_F8%;K
MS!F,|6|:G4V515W'Q'0=N&FXCN4R@Z1(*Y,@A*XD#D78D>+ UWJT8"^3\$^_% M#1\$?
B78B.ZCZ&B+ |!A9J"OUBU9 :Y:\$D7LZfV|O7FB0>YFBXU (NLJHH2-M'57
=.%/, "_D@|%C_ JBX+T7'&F6K_9F|VX#@05D# +3K^K15|Y(C9\$|7"U MX0A\$@5;)?
#=#/BK+BBG/-9%X":Z1RB?/MIT%/.Z69CLYWF0>|I5>:B1*AR"|8
M(QXT1X|!ML)BT=%59/+>|G;5D1EXM=6*R+;?!U6HR^+34 5|!L.5,33;:GF
M);3.461\$V.ZV'YIW630GN\Q-WO8R.1F(|J2))>ZF3CQ4"V*^)|@A,J-O+NTA;
M0VGP5!FU^6G/T5|QWG^7(OO:Y74S@O ^WXP6R/CGX758U92Q|Y4ZX7T-+!
M%:8YL!ISQ|GB9J>|=IS|+KND-O4!5K.&1)?I(;:T>8G'N=;2L%*O;F9;+)|L M;:RY|AV
IN:BOX<=:B<23*R!:T8|8@V>5=7Q9D|4?'T:3F>GG0?|VG=GC3 = MHSK8PL-
)FW09W_OJA'.U/^>#69I2N)=^7::Y|JE|_-|31+ZR^8+\$'\$*!6UOA MYJ
AJGL():9(B/B^<@|YJ9M()2^=FTG\$!O41J|&*RR4O606EA@0*)O'G8>: MV9>A*;7-
%GB\EF/PL>#D<6VGG5M<7;L'(MN4UD<|1>|!%|T|M1(N\$D)1QO5\$ MSVX!R:
|AD%8U%>; Y5@_2Y_4DIC:D M\$6(&6NY1B\$P%2(6LH"i(2P9|7DY,"L!LC^KK2&+4D
4_-=!\$ MR*;LO6LPYM8N=@E=/=8AQU(!!"C-1.V&#"G*-I S9)B@O>%*J=0|6I+1*VG
MO9!B?(DF'L?F=*;|0L|N4YHD-M'E|&V7=(>%64Y@Y(H^.& S_*CA
M1|4DSG:Y)/JS)HZ.#|9CC78RZ!WPGEL\$BYZ:20ENYJ,|3O>QJ7"?GKXN/>3P
M\$|73Q5OR./&L"+6&BKF%""#N+,VAI+G|/5US"C'/*>=^@G-QS 59'K|J):
M@R,)45|,9MD\XP"&:IWZ?B L\$D"ORFN>JB4YO'FX;C;+>NCG;=#K<\$&R5<1"
M&S8SL#UQZA7U%4,RWYN>J:5395%P+B)?*3N78M^7 TG4#"W"/RLX>SHF-3LJ
M/+D: ^7R|F%"A@@E;8Z=[1H5T2V3.R;@\$/;BL^ ^_4OI@IR8.E;"Q.F5'
MC2\$AK3I&%F(X2_U0OLUB*E6+9K-85#|;|A-#CY8)D1W7T&UM8:E|F\$Q-Z|+%
MH9'>8^M=W|3PVMX|GH(EZ?U|"8|^ M58|+8KT8?
+ATD_61"HUBM6GX:TXFLW0DR'TCCA_K>V#+NLD=4)53!|T-!X, MWL9\$BF5V&#-
_9)BBD49YV.|*HJ,JQM+0(-TBD7"RI@F6D:N?|0#E7%&K:\$=86\@5|!=5+ZPL
M@NY/V/VE9&I'D131T8!#,\$.31%RXMM
MN+=_HXXE^|.NT5U3T7Y7>_JH/_5Y:=R/5RMUU)DC%6INRI|3^ZM>%I!MJPZP
MKHIGG5YF 9Y)J_,Q13J4N H;QO8JW3ZPAP+C&"N#.*_9CGH9Q2^P>-I/BW. M-
ZCEQ|&EQOW"9K&X"1UR_SAP#(>*A7*:G2/ZN(+S3@T84<#<.V_1*30|00C> M0SE?
0IMA?'A^<'T4WQ#RYV_OH|%-|3%IR|7E^>#O|GJE/H?SHFO|;O@J_
MZ:N'O.GV|E|F|H|Y|>K|U>VGOU|=7KW_V^##+X/+
M#^_59Y=?/C|NAW!/^<%8?|/|C|N,Q+
|:9|@J|NBX4W/N+O.@<9_.3=/F%5Y#5|F**T%CHP|+!9-1^F@&P SX>|3*
M|&O17D=8|MY|D|5|XAX23T&|+Y_|L: #YA#*Q+?|S|5:Y,Z|T"\$06^H@8
M<%9(_U/1Y^J|7*O@7LOT:UL, ^7UX@*EFX'@=H+|@8VM#4A\$+HC>6A'BH,/:
MZ@&:@FO"->#8LPE8\$"-:N;1\$SG-LQ5@CUR<|*G T5|2OF05J<.\$A)303S9C^MJF
E:U,X_3TO|N9IGZE"X0"K_|L-NU3VY"***+* M\$W4_MV/^95/
SAP0ISH*%N(2|JY+D4\$>U\$A|:WNM&|S-DE6*@8|A+|BK02?
MY+6;#FW?!1%ZN%*LU90X>0%(*Z_FE./@EF#W4K^D#%^V.WWIB?00' PN M<
WI|WA3+OX\$)ME61+|L%CC -0!5=\$NNA.55F5,7?'P';('S)/PP;N4XKD_|CRC/4F3PYS/;
@+BQV M|-2|"D._\$SFZJEHO4L8>2(>?NV|UDL!V4HQ723|SCN6^/J71|J?:'GT!61Z M/<83-

V\RX"M6&,5\HTH0X\JZB2SOW=D>4\BW93%F(EM'D6UTPZ@J_C=H_L
M;K5JWF\93IM-P^VL;0]=I3QR4/L5;3/KGR&SQY.TVEK&)H7G?KU5\86!9+M-
>|&='>M\I-&\QQCLC5\J6"G:9#2I6OWP!I<^^39<1&:/BLIWPL1^&.^LMZN@-
.;B;8E\J4@0--E?30Y2ZI<@."+J\63@2JUS;-PS",=<|+TH67A*.:
M>P>96LP&IC\$.V\3V8M?8X+R&YOY@|)LL#>|G<8.'''%-O&RIAY&;9Z+9\$F+B
MX;.'4PFAB+T\U>>[H=H')QYT(>W=Y7B9J
M.BV\CH\H\S'>|C"1%^\|\$*&7IY@.)6PMC/;*5H4J T21DR)()8E0M6^7O
MJ<|Y\2=*MMFBYG/.E;@I.C.C\^MR3\J5:P5BB^GU;KTD_+&-DZT%H66Q'FD
MXT05C:>8*N:9:+K(\?ZA\CISXSF;FBX\|P=-\X.F<;&BA0>8U:.MO\$Z2)%9I
MQ>Z:ZV#A2?2G\O9-0+H+P8TH1H8'FE,Y02XOEC4\$W;%K+U;!9>J'G%JYU0"MC\V-
Z3XFW.3^X,+);9Q/*2J9XC+@^TS MA\Y-|%|MG#5AF
LOT\J\$JU*9M"@S,"N=+I8DD\$1QS2.\$\K25 M?DC219\LBFC+-R3&7'EN*?
-7C'PMWFM"6EC,\$L\$/EZ M0W*S!;@:"(!BY@AS%47!HQ\7&;83UL0:
(ROGK#59G\$V7Y>8V8\|)W/&Z*!+X M\XHRG3Q:.I4SA5O)(S^F973\;):04JV0ABV,'AL=
_J/K6M%4G'=JN0I6\J1 M0L*6H&MY=(#L)KR>Y*.,9YL8+7A;DB*1"G=|S9%@\!09
,+P!B"*24%\$L\;"VC!R4%7:F', M8PPDTE4EPG'I?(97G\$F\|0UEMZJF\$@8C5P0)PW\(@4)5
KH_%9>VB?^;L>3"J*K(B"S8VL)R 5*:.MX,Y1J"#J M(\!3D8GT)?F>#.A#
(QK^%L#SR(KYV>9>BQEO>U=X#):U"P>_P0\$1,|GQ M?59+7V^)\$OA|"Y3 3U>|?
&P+;@>QYEWZ;|^&G!X?G\8\?|=0"=N|V!T M3@RHM&
(8:7+.Q7M1,32@&6K)F>^17503.08BG+6<"RX\3OV8Y(<<"T=S#
M%:57.'F(.1Y@08FA\|3%X;#!B>:QU/>S4H)=_+9^QA;|EO \!61G5IH?CI_3 MCN"
(%QO"=PV-N2X+%?:DZ;7:K63P2T3^S-;SP2*K 'JPGJY&YC(99;'N8IT"
MF+*NS%Q\)'|ZV\H5*YTPIBU6E#PL):S>|BL|M-,XV4\A7C513QYW5B-^>&A
MFS#P@ZR1P5L(/*ZN1?7(&A?+Q\+H\Q?R5@W@1+:7^'Y@OJK.&5LON
M#TPOD\$|T!!A';-/GE WV26))A)3*A50JR5IU!KB\$M,EL;)LE42P#1UQ7\A
M*J4QZR"IA<5\$>.>C72L;T3QLXJ'4#+KE5)Z8:.08X;%|VF*?.|U)|EE&U# M=8+|)+S'?
|_R|= \$W?;!CQ8(1JR/ZK06\$5>.=:ZK%<7'P0;B?QP3GM\$RG940 M!={
Q\|+>8A<5*:U_9('@_F|
|SQ'(\J1,G02ZT^E,85,_N@!4A/T\BLUDN8\;J>>.)K'0#U7.=8SE#_PA6' M*
(.BQ%YZ\$*^&Y;GF-V'Y3\$H.L9:0\$9I'KY=_)2GOVP)_+3T4::Y6YY26>V)G
MQNK&1^M5(6A?C5\A77^1YJ;)ZAG-'G7=8A2>|E+KNF5 #2FR(Q %_.J3' M|
%E4"\$E',M))Q-JUAX>@&6Z%\$|R;^N%'55UZ:4R8A(B?SD*=(&.-ZAS4UH'
M499C;@V\|SNP@JC\$3OR%(\$CZVS7AMC\$*W#(5QLC('YQN(R54"|9L:8AYN&|
MX9X/' +2XX\|8/(UA\$PZ*"1?M).D(=U9/N4\5^5TF*8(6.+/Z'+OSK,/NW.NH M6-
OSO+8\|@2USL9SC!..?W#6%)EDM6%K 2Z\2=9J2SB\XFHQ<168FIN0K"6P MUU-
42IT&;#H'RZEH79*C:.BZI(>8" _058;R*&?7P_9ZF2WD9W_8D1@)Z4A2_
MJ_ ^1HS\JB.YFU9NEP;^6TL'4\$+O43,%S+/8N*,Y=RY\?|FFUDTNDUNQB"5SH M"A8&(6-
V;C.&N6\|L(D5A,S*PH)0;4\|L\|QXR#MIB6=Y&?|EX>2H\$X>^A+.D
ML76KG0CINZO%G1P^2^?>TzM*CY\$S1S7|=4BL\5;5OE|F%:,=BRB3K(M/P,=X
M4*3B!DQ=W?01\AH347BXW^4JE+S)EKHUQ+^DQQ: ^4.VVU+8\1E\VRN\DL\8
M1QT!\$1)?&*K>3H\$(S)3<|BP6JZ5* M!!1\$4U8!R1+\$5\$;MO99P8.J.
(A+B75J9Q*|TQ09ULOG"U,L"RJ3?K++ /RV
MEQ%X@GQA@3A8R^Y@T6\$9WY/M;!0\AG\H&^AX!*@%92%><"\B\XGWX^C,/O:
MIZFEHY X\$F1J'>4E\AWIZ(X;ROE\$YEW0ZYK\|#7PIP(=
<[N>!E(=46GF\TLVS6Y2+6*" \$UWS1Z0_9C?MY'|#\J2B (6#ZH9ESBWA8>VA
M^.;G*0+DQT\|0QH\9CHB7+SW2=Y MIT\9UUXZ9>;D9C_9%H6QC^C@<4SKP2UIU"
S6H.\!2VSI>/L>U6SXV"NB(U M"(,63@PQ;L*Q>.YV*@ZT.(|6!|? K(|7Q?
Z312FSPGTY3^.\$#MTN@7M87.;J M%JSQ>5C%VGRN"\Z,K8G5\?
\$S@ZVQ&NX^I=04J^&B&J>\$4PK72HI\56R;M_M5 MS\OR>D>/^|?<
W\LMH\T5C=6>8E.;H\|F56-DB7@Y,3=W*2=F*5/'")F UJ M', \$WUCHT?
4J@_PM!APL'YX\^,F72#&18"D?21*IC&87%(D,L#%4>:%9)?4++ZAZA1>D5)O-
MM1!@O_:\#U+D1 K%'EJ79QH)1KZ'YZ)+[N>Q\|D3ZEG0XA_ ^"EWI\$J>|J6-7
M,T2,"TDZ46LCQ\F\H^V5Z?7ORMU\$%M-I X,M,J\R.X?
H5GN:D_M\G=.I\$T;7,\$=>7ZZP10,,/(Q?SH2R)E\$W,S1\|VH4@B*O:P.;&|M4YW-
_U2'=VE0L&BIYP \XB\OO=*GNUPB6:>1H2#V:\$\|F86#!ID=|A^1QCDF MQ6O+
V2S0,IMZ-SE<%G)_1%ZWYS=\$Z"\$3EF33UZ3#R?R?*DXA+|3<^<<3/G MK;=
|4IQ@ "KC/KF._Z.70=71:/XP*B,"WN0&2Z'8Y<3O.A?(MU?9=EAE2>IGK\$ZGZVKB9HL
M3NMY>&?N8\6WTVAS EZB=5M(|K=A=ER?E+CM@LU#E*8*=3!ZO-!<9FB;(C/Q

M/AE,).@.W4K)|:EICG56;O,%|EU MX>@V1WVH|3ZS!0EY4!WZ3ADL#A+Y6VZZ18N(UL::;
!5:T?1:\$09(FCR,|C M"@7|>BUT1M(#+,|F6SWL#N.V:TS
KLJ,EU2UGL#SKXC./)"@+V=/OW+";XF| M&*/R%LK9AF'RH_/VS./5FGE&IC^B|V3^
Q3YNO+ZAA|G_DV_XYS^-7QW^5/_PWC4|!\$*MM<\$X3I#
MU\$1!BHO+KF22"G%H8+;P:A## \$|D#AZH3I/#UZZ!P<|'8C:V5-6|&C|C:>6^|*@"@
MOF1,L%'T!(&1'-EF/(*C=|LF!1E)6.K\$Y(P2NAB36_2Z>|NZX=QP31E(?S>
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2>\$X)3N0(N&"7!M8P2^24C"MI*O\$OT5!MH!Y":?;035D5MX>T M%-PBET398@OCJ
2DR8ROFA-=&/SWFW06K^>K2*X8MKQZ.7M75LZ;!!P=;F+% M#;905TOV:
(7'\$6'5PQW|FMU<2)\$=O*XU8O4!|P+-EI=%%503B^%LJS"#.N:8 M/,*!%KB28YK\$P-
X7&'8(1R)|"\$4:BVFW6*|!3\$ <&X;) '6G&^(:VFB^ETU& MA(NW &-+M ;3>5&!HUU8X8E)
|FE7?:0?N&D |>/S@^Y)Z=PS^=&6\$N0G+X*4 M|D52TTY&@QWZ_Y2U;%)2BM!>BE
3QOW(:6*0E::JL)^+ # (3^\$E"J0H(X:D+!1^_8S,\$>AD'OA1J6'NT1X_E%>M(X
MBAKT"8>7YQ>3J:4*,?YA K0926H HFTD"<*3|(K=VTQ>@E+
|:H_A*YHWCS^ZL=01N6|XT=% M.IFC\$1O:%>9&1#5'B*"0|O,IG^".X)*OE|P=
(N>DCU_<,YYWE6X)|^1K@9&@ MS)X-+L_"P>T&CPN=@/JOU)_E/^ ^XL;2"?V
\$2SR\$LB@BO23L|7 P^(476GQ; M9(FLTJ183R"6#;3',DLPP#?X9AHG82T_>|51CD;Y+9
T0T/|S|4R&;-|LG&F M1\$|Z)Y|PF.K=2B5X.#R:R53;+@6E5G7.&\$"LBV7!BG6H M6X3 5:T.
(9?7J3>W|\$1:' &HR9NIP7R(E4\$ T>K><+&*!#WH&P%26G#7|*0@ M;)|MH7-Q1I_
>CB(2P&+<'8JL|LS;GHFTK,BK)\$S&EQAD;QUR?%VJ\$)G| H1
MJI%M@#ACCL\$%C&D|*6Y31B872Q5/4Q5JD2|4&LV3-8H/0FA?I7/-^,ZZS%S@
M,EBO+G7/|_>FS:WD619HG|EK'JFC# +H;DOE6_:#"*A3/90I(:D2IWOR|,@ M\$""C!" +0\$0
ISJ|_?C?WZ|\$(D)P23&;+J4(!"++|?O&4PIM6=
MPRL2\$||I&:6ZSL=YOHW>^U&0>)9|80L6P\$_4FN"*|/, B%1 MC/\$8\$TD*6D%%N-
9OP7M4|*B=YU@Z^J2E&RH095B|1G4N3R\$)|Z0'MN3
M9E9(U8GH,D_2VQBO|1JQ^5'YRJK|;N(Z)"F+ABY2K&*47|E|YQ54<1HI@L*#RL%W|W
M)(%SW<"9Q)9\$|9|.UN7TN&*+;H+=8IGVD0|J_84;X=-750-Q0;)>92,5JSPJ MF5H&
(|JK8P1O@84W^)^|>1BK(.P\$DVU21NQ4:(JD;;(G/Y<|Y3CI5YDLV!
MH!9OGDQ8DTL*^|Z |!DU0KDU9U,74-4H\$5|(J*5N^4&=MCR-3C3<'E^X(ZS| M.%
|68BF9_0^E1:HNPUMUH1:P/R9N># AP.OA2TV(KLU.4_EJT|O_Y+7:3E M@F-)|J(JK|I|P:
(1LY!^*F&|2IGH;7.Q"^2B2_9BZ+@K(?Y6X,- IFJ:>0 ML7-7L*TR_YKV;RE53OU&.?
9VV+9SJ+SG\$|5O'#A5|MS1")3LU1QG*RWF'K#^ M*/TG%0^GIU2-#W1
W#K;84N6Q;2|N&EXXWI:A'FOI-' +L'O%O%6_%2L1"3 M2G
75K%XYBH5A6T+IR59LQ;\$S3LA57:R)D7'%#|0&;|6XP:I3J4NC@AJD2
M5^WX#;*&QEQ0:Q\$LS+Z@^EZKX"CC:Z1#;L&QI;+,001.GS.#.,AZ)%!>9;0P
M:|""KM/.0B3U:QH1Z07%@3BMIO7\$PAWVPS'VEEP&008X%\$|543\$;H<,*P)3R
M9"9*EV0L7J|55ED|34B)X&A!)#S;V:C!"NV5UD=KS/4_3Y^9GY!*EV,3|A MH*'#O5?
M=^^^*ELR=HAIG|#A|N;|07V5NT8JE:Y TX_O1W!!97UL3T J1M93 M:X53)UVKOV
PZ%=6|*+3"IFPENJZ1*71_48GYQZ=C@3)Y|!#2&Z|ELO@HO_Y MACGD47
|GT6WE0_/VEP%OC\$N(RS)OQ.4X1&%0/LY>V3%%:@XCPOG&"-LB%|#
M1PE_|X.KQE;3OH1J0L|:|@X!|=CB>N"98.VT6?%:OD\$|38(AO\$1:FT|OC|KX
MG|VA(|G/QH'"FU4>"(8!"=|6D(F5D*G583F)@?/D3F\$',O6YD&FK,D^,|% M.(B,-
+\$|0!%@(8-6CV\$<<8L/PU>66OS<;_99UBQ6'&3\$BA-&|E|_)=Q!K|. @ECA*9-
T|N.S(Q7\$4)B_)\$-GRAUYA M+DKLZL&M>8|1+SQB9Q \V?303=(D
Q"N35BL74.&|CM:|8JK'Y7:DWE'9P.)+=|J*A?G M|C|O6K
\$+8XIDTE9B'|!K'R,T8W72+EA<)>AC+&#|:VHV3C_IV?+GA!/CMGL5 M6M.XB0|_
AKG|&&A\$7TZ|5^ERK+F47A(_^V&.2EU5>:XU:RC)O1P?B#SW(9*9
M/,8HOXTR1GC(P_K)B6U34LJ)WR5;F=M=H%NV0J6TNA?T9|;5ALOJJPW5041C MYH;2
DD>L73K7)6^FF<,RX-38C(ZJEQA4#W|=6.O%7R\$1!K\$&"?&./| MV*9#-S>
|KVT+(-0):1.:4G >H(|3|<;G+*T3 MW56"|H/E3QU.A7M7:4 MW@K04OG>L!V2M&_K?
UZU7I2&AE '>PIHJ.0'43JEN*>?V;FX> RM-YDB2&B M-#M+;P_9 3V!!EM(#?
C9;FBUY83@%|QS3|!4KA;BL4|U>AGB=6>"D#+.D0* M(1'KXB(I56;H|;JFUDELDA-POG
^3E:J@ P&WH@XW6H\$FS|HW1MD*S4O4T M.|*J6:5&Y=?UN@_A9"HG68HC@&6-
R9|2Q<|+3+A@K.SUHZCU.S#%E TALU7,6N 3H\$ "Y38G,*G)%Z;W#WY!7\$JP>6!SL
MTX,W@H-|:(HO34F'XFAJ=7(*,Z>,Q\$M9GWJQU#J@ \$;3V^&24|X B*!KM+(!
M0=TC0Q8CSRRY\$Y:K>R^889^MTQ; JCJ6W;DM/CD,0^@|>C22VO;/^LJ_ 'L9G-

S<.:!"+WHN"P#33Y8' M&X/WC)3E6!2&,@,N:B2(L)B_ ^5MBUEZPXV4&K*Y
!1TTZ0B.2P@(>^0><56/ MLK Z8^GUV A"3NIC:G=BACOTT\$*\$6"S_!87:| #RL3&6YJH
FU#NGS-U4FG9Y M2FO"YS=I^EUH3%\$=N57B 2YL5!GZA|;+5L;WH&(5@\$. \$R>X@
MK8'6! ND#^9 _ @OKA_:TBDKEN+WC7&:FB,"HE# 6H.%3XAB+H,K3.TDJAAS
MRGON#OJ*8|O@F!7N+.-S9NY0(9T'N(5G+("P9OKU6#FZ/84|!S%9Q
M"&YNX9&3U.IZ!1MVOJ@T#53!5GY\$GU401F|BFHCDRF \$N1B%N\$, '-BIA\$ZE8
MEK%C\$0#D"&XB51G+|@7|EP@Z8K6&G09M73W;|ZH.CJ-A;TI 8:"2(*!6*A4_
MJ+,7ZF4L=VD4H:jxv:5%@@.6@0*>S@=UTP) MQ0_PA)<41Z(ML?_L1(HU#
6W2|F6|ATG|H#5D;F(QO&AA*K| M'9D\$(,M5HPV=1@|)/R8.JOI>
V>JBMHU;)1\$IGW&&2, \$6AE6#C6Y%-W.00"
MK+BL^CXU2B\$%)HU|6.C8Q;2W1F'0"CHF/ #VG"EIOGY!9F\$96MNK'&6+Y!K
M*R9@5.2!1Y> |# 'HR"W!DIM6^KT75=D<(%Z!., ^2647\6BOT:YH%G|@'(.0: MQ%?
P/8N/4= !YP!@ O6E+%U=T@ "I+JG6NK|2(DFJ|C8DBGE79V^K<*79Q6P>3
M.OLGEGF8VL53ULM03J3_!>3;'X_C*"/?ON+&*YPR6Y"CJH&.,@RCSPGF8R|O
M_!);7+%OUK)*H"8*T31+ SXCS9ZZZ4KQ;EJ&89_FY^H4+A0"OYM: #&)&AZ/,E M),J-
5)\$|WHGF_ ; S-=US|>M";:R\$>1=9V9>;@3S*B|Z.,H1W>P|CZV,H M10-!Y?+@J.D;4-7-
@N4MM-%O^AEP7<M".% CS@98!X#^"#+,6() _>@_6%5=;C<@>N_#K&NFD,I>6"R3/-
\$0!&/%/7|Z-| \$#+G>BOW\$1 A3"1TYOC=/ M" |U,9F4,S#"TS--&DSR-,8IC>*
(4H!\$PGXRD'9)M1?+=F+D|6:' " R4S>!ME M_2&?"9P9O=>E|?+K\$G|^*_DX.*!#>?
+I0I4|BTQ&^* 93|@%I?CJ|(BZTRO- M-+39+|C+AG>WQ5_R?1-5UQ=|L:1\$@V|6:0;
|N>SV01YW)S"12,*XJ|M@#J M0\0Y0J_S(\$H4H*
(@\$A32#5:|>UOL20#)0.N,17!4E|P8ZL)%!><|3|JJ2NL=
MJFNLTMG#|>.:K*L5TD:IG|W4P89=P|(B77\$)U8% _;O@(PD%W9@:ET
MSQ@5\$UIOB5|1O((C|E5I' |Q4_H%7|TZ6|95\$6JCV-,J&I@|64RV-VS8J>^ M\$!6?
XAW#X_ ;9<"MOH5VH1|EWODFG(Y,WT?^Z297N#HL.G|YJ8KMNT MC=Q
KAEZ^%*M9O"(?(S@IOB:NO\$|ZYG,*X<'1R W=+=@\$|ZNB|JH)Z:#R6.4"45JUH?
_:%GQ2(!&&#?+!\$'?F1T&3SOHC\GA M DL\$Z#<=RM1\$?
#Y@GKD(@AD_ \H(T4J2HBHMOVV;:S/J-?I*XDFK# J+NRN1*V M;2\$^&SS|.BHU10
A^2%.T-0^M(LY.,_5<;>U!=P8|_ |6_AJ#'.3NPZ4/ M8Z)0/'@A)KYDQJ8>9*7I F)\$-OVX-
9(&L|\$3E330K6#;PP_H6A;3R6F9Y-^N0,+N8 (T09|9GQ###3!DNRPH:XM.<7D)QX-
YSS\$1|1SK'%F)/AX#E:\$ (M.> _V5|X2Y3D)/E\$UZG,%|QPYPV:\$HLKON^+,Y#6K?
M.J.93!YA028CE>|L:6"ZMC'XQ'MP:%|+L:S@M#PJDE OLNW>)ALB,XJ:6)Y*
M"+@7GTM06WB5|)#)QX/,FFE8|3+67BE(-J'TLCFR;QE'F@L|G!@W>"Z3+|!|:'MA-
P80A%66'CWY@M&O<|ABQ^ .4|\$/T9"-TM8 /A5EB R (Z8 M9R-G:T'@LSL3A
J&GFV)9\$GKCL%%&#N-<|V^2+&ZP:XHG452B4"J%F6)|>(L MY(\$K: "
7@_TXN/=Z|NHF+VSHV RF&>S2U0|_ (5=F>U89(TS2J'T.>0WGFV/
M2T|0)=^FS&:H_ &;XKSH^&/YUN4LL9,E=#-2UE3HA3 M5:-G5?LW !07&
|.R+@EY):&#OU1):.*=&+&U%)2\$T: ?D\$RO'DEYG5R.FH&9E2 MS7920|9*X+>|U_ S?
3;Q*CI'%1WIO#VL|JHI^71;0*Z3W&DFZEK(W>H+ZC+ (MS(O"U4-
54+2U"G1|S^ \AMH2C"UJJ7\$?2EIZT|A3((8#FGKEET- JR)|63X,* M ;\G I,1V
H4',2"&Y#K4/5|0"R-,EX9P7(+>MY;(- ^E|Y82*#(|F=E5. MNA^5>E\$-
%5)D80^TEU^C/2;396M3I97BWXXF-9|F#TQ|&6A)N\$H(T5Y<63< M%4RIW@LXJ*
8YSQ?A|1?,AG/8=, +%JP&ZMH.NU!7B_EG-F*B7B SN&J0B3) MKD502#4I ?
%FL;Q%@BW..YNMH&^.:J&MX+(G7|=F-'A)NRH%:U :EZS-.I9E M+SS,>_OO_|:UO_E;^?
|BB:9WX-&|L'HXJH;N,ST7:7;!Q;^=L(A@E^:BXGAS MWT/I2X+5!HD0NI#47H7?C
H|C&.DK|Q+ET|2'E*8#U=%5EL_U'41<&1G//@U
MM2S9>UF*4&|%.L^@H)XU4|#:Z8V3E9<_%XC=*Z09 H%LQ?VU9LG"ZN%UP|Y MD-
*ZJA8W209(*Q(%GV%W05I<"8*7N)@T2KI>87Q#<0X5\$<"1SZ?4@ML@^T8R M\$-
+.TCZ*O"93QT|24'M*=4.J@(<=+)V0)%>T\$2D6FH|@_2D|TX3?,S>V@ "H
M==W: !CT^V,|61)NX1W5@%|"(3N7'_ZFJ|2:YM#X06,1Q8!7=%G7ID7:-ZP7| MV%A;L0
5EF?&'!G'\$ \$1#Z5EL7VQ26KNE2U|"EZ|),1;^A4? M#WGRP|Q(WQ%>FK %T^
UIT1=XD46%GP1?E|!%CAG@9DVX_W)>VY=MKJW?1|6;
M+!6OMJML#Q74J5=Y@'0K+1\$@G_@-#-I MSGG,1DS"4,XM+&|?Z,!M|7M
'YCI#77VJA"5*XW4ZB(<\$| #5_ :D2%:H.-(^* M:\$"=G"A#Q#55W,CH'HZDC|7<),%&
.\$>X,2'U%L4JE8:<_ 9J90&3"! " ?Z3 MVRP:WRE.E,<\$FG|S4BXF'BG"<>
5G1V0%HPLB.'@L=Z5@|MC+D^#W|45<2/> M9NET3#13\$Q@
SG?"BWN_H^QF_5Y|GZG|P^6H|N|N+D\$U^'"KO;/?%-V%IAC9 MAC&R\$'_QG_.B:L
NPL6+3BM-J^!&E)DWB|_,L44|0S*! B>8YZ_ ' MQP(1!|T|R|I)3JQ30/#_Q\$XH5"1TK%|Y)7-

#JH(MQLOI-(ENZJAU4XJQ^!ED9UDHEH= M:B,Y-^!HN,O,=1;BX&C+3X&V ID|Y'FJ 1LE-
BVB 55KDZ#-'MTJ.YC^XIH(M/W>PX?JYT<.,QE\$OH2X#M-
>IJJ\$BYCQ'>^,UGPOHF|2JA5&&F.!!S5UYR"(I
M3_7Y4|5MO:L(#1@S|MI@F/F%6ZF|>6+9C1 /;R9G41|HXE(_IR/A_\$D|L#Q6(^"1@MYM
E?1SV%ZW>X9O-M3B8>NMF@|_#_#F.&4\$A&?!3".U9/"5UD
M_2UDT3WJ/\$|,PB6^J6\$EIX!6 -&4NLK==F4L@8PVPN-DL'&2>8#UP/L&V8VN
MLT8U(^P|SQGC3+B5Y;80H"/59%,Q:(ZIV&MO'BYV;9'X1X0T
M4>@Q1O|>90@N1)LI8>;YJ+/:O:*19)XO*=L%V=)K?&^=#VP>"PMFR'.
M^,ZS|AM<@:M6\$P@K\$3+5O@"<7_J(K,-4P'X\$&5).JTX"#V87|_QL^=<=<^5|
MD#WRV.EC:| @)|@81%S1;Q#;0|C'Q(+;\$?:O=AOGNW _JM|^"WU">:1N"A_(%|H02-
|H.U7O0QM00/"1|%TY@).3F%5'E\$QWFG5D.LK%@5/X3R?5FI))OBM
M|1WRI0)_ "C|A\$XU*"ZX-F8H%W"),>1A(^.!+F+T|M|/+AVA<\$D)|+|+)+A=K
MMC|WVQQ_3FC"%PC|A#726WDB96.|N3O@JL:%H(14>:=32L7F\$;\$:Q6:18\$XJ
M|UT9N\$##SGB*/(UT+!!@RZ05XLI>EZC|M713^DV65&QJ>DYG;M&;6PB8\$5&!?
@+_E:T?|;|!L;KF&6Y_-<^:G(Z(D|LJ)S^,'H%|=3J\$|:EY5:D# M\$A45458!%Z|"PQ?
#/U7"Q+Q+/-L.C= \$TD;|0FM'@@W1)"B8GC.;FE\$,\$RRE M),#(
KT'B47!4M%X&.'^1PF_68A?VR\$"&)@;6*0A1^Z!\$ZT,1-S3KX*X9P/%
M"7.43J,A#PPD*C0K3()4ED%D*9SXY^:M|Y*Q&^X29#SH8*.^N<_PB;O2"G!: M!O
X_APYUFOAN^-4I#RHR|0|5Q35PUXQ
T'3Y&>N)"U@&DT>.:UUF6P16(ELBE5"|OYLY8.D|!9 0"-@G#:\$))Z,/G|TN|7BT
M35Y^0YL@%|_|!@I5B>HPZN888|;AP@Q=B@OS56NRL!B?-*WF\$I&CC4V/#9MC
MLG6L.*|I#U>(QXKB4L"/M,7.\$O-TKN/XPD3"QFC# E:)6|#"|50UO8H\$;1<
MUUP=JXC%2T%<(N@U5>XL| X5+P=0F.W-WTZHD1#_:^LWU6%(5""@%|9D(\$G# M>?
+O&|,MX_:|N+ 4D4T;U;A-"0X^1\$0|HP2XZ9379Z;3(-*SZR4*Y-C|* MKBX^72*5CM(:=?
8-N#%_A,%@F))#+T H3HED7+G|&(|Z=V;1? |NX_\$PZHFT M-|3SN!C|D?D6LIBB;NX?
EZ+>K;+)YU"8V|@S,^Z<0F#=#8H;KZPH+'2.53Q*< MX&.|OUW#%6G#8(>
|_MM7?|"^F.%;;9|CRAC7PICWN4N7M_8VE|2!M;.\$#JQ5R<4W2K4P(7.)V^FA
M50ULPLUKG.WJK7!;F"=LQ*<|**F?;Q&_R')J8218&\$YK *EJ_9BD B!16U M|;;9-
YP(:F/4F/|^92T?#)&FBB=Q"> C:@|T&LW//#%P|V"1= %=49F3(E6I&F'=O\$SP M#@?5JM-
E+_DF^G;2^*^"WKI*;W4G@,,&@CX.1KM2=E#D=ZJ:-I*95;(R'(N
ME|\$G%K#A>PZMM6""+F|C.VD|YLN B31Q<<' \$W;;S#Q5'Q.*JMMM;A^V=1;_Z<|T^>W-
341|*,+ZK94E_!A9N7|SM|/6T3A.20F M/Z;.+|X9J|_H^Z|E3Z_<.:9ZTX>Q9;
(_|M4%N1WU;T|;X>B.*%L/E*\$3S\$ M^P^|C^5!|*B)M")F-IE(9-
6@#@!66KZ&)62H8>'H8N4J&BKF7841KKDQB""3 M)*D|E> ,9+(9>Z5"#:)X!U64+MV"J-
3X'?C|E@WLV9H+(?F.;4K#@|T)4- M,\$8DSH)|2#O4|Z05J&BG3|4%'EAU854|
<05='\$H(<@).1,#Q*;;#%\$|1ML7* M7UE^\$/|F67(>9"004M|X":|1|JVT4ROP#8)
8\$Y|U80#'SVS|SDBEHJSG7@ M^R/+& 'CK=5V,6Z 89P;|+=EUH<;OK<:""4\$(_G)K(V(
M::ZLM\$|LCS#!_V&-5U#BH@R2M/AUA*|U|L GJQ;S;KACD@9-|#;B|_V'R,&
MXCS/|@K+?!K_A|SM*,>RBI|E6Z L|4BD74|W2;C,%Z(C6<2R_7D6N8MGL-GO9 M-
(|RZ#R=P&R!|R3)&&J8LTR4(W,,9D_<0!WWL ,^0:QHN.*-|9|T'S%?@>B(N9Y O? E-
|*N44C,R0+O|C MU0#J|8R0!<5:4<26+O:<%^V.NB&*3SIV1|(V6(8P\$5P4EU9EB_W,8^>
H5|HX28,!S7A=+ M?_!2M|AT|J2YE72MMZH+%\$E>'.G|GYTPM@!(Q-
D,P02&|>L_<9M2Q"5+^ MP|&# HQF\$O?N@+1B2\$W&|T)&3XV-
\$NH2;E8VYU(AKVL"L^=6LYY|\$AI_BW4\$ MX%N>T)W%6N%|H-
V#KO0'2D;W*0^#=#TB.L= '
M5EX|5+5##Y0K@#BWCCV_#8.|8_G8'O6%PUEA".TE)U8SH31*>.|N?&C M|2R'05XU
M#Z|T.3US?/'MO=F*V(&H>;W4&(^H#_U%V-L%H|LP/'_*>4505WS=TN67G?|J M.
(93%U>V&YK_.2?BD##H3GKME69QN'/O\$0%OP'0|OD-^)|J_Y%|=2K:.23>(M?063PV' Z
!Z*|K,YF'A*DK-79\$ _Y5|=UW-UY?*<<+Z/^BR XO+NW#VC4=U" M&NE1CQ ?";+C./\$*);
(8X5;-XEMD*@"@&?-9B8DAJ4_B C=NX|3X5T3.FA H M|088|GJ8@XZIU,X^@_R5OXR2%
SRRDK*7|6K%AP\$Q,E")RVEXP3:~?^S,^C
M&V+|GMF7^&3FE:|Z=W%_:FZ_1PHR\$K#Q'MZI+U'Q4:G#WBIBNPJXB!S6PD9
MU5|4AI#!='STRFLOJ*GG*+9D ^Y>5DI_-2*G%0(OWHYO!U|+^Q2'1ZR.9(*
M0LYFWRV'FCM:8-+<>XI%1WW ?.=|Z_HK#|1%*D:DGB8(:4V(IK'(4V87F6CED-MY2?
R%/A=?AYW|X&4P6QCFGN4G|!1N06ZP^YGVV_!|"&!B^KU@&9.|C=4++4D
MM2R*0U5*2K81D:7?T\$/M2=|A83(MPB>?P> K%VA_FT'|H/T8(#7#LGTHSUP'Z"G(CBZ
R&QM/!XXPYVBQNOJ_|C^<| M3.32H54WX1C3%2=\$|3JO@J'>9!>8EZO.0Q);9
2:Y99';H34P%!EG M^2^|K:.)8=#3112UE|YU'A6Q.^1Q

IS),>HXV'ISLF!IN(50&+W_\$^GX1
M:FI!%SU\PK4L=36"%#U[FRHZ31;VXB.5Y4(RNSLP!*C1HX6=)/H8)LJN^&
M^0\$XO>DG&\8WHWX8R[%?<5,G06!>I&<06&./!7U;8/LT?F<|SGX6 S: M\SXK!-
M+ZK79?[-J1XWVUD^|EG/,F9#/J24=Q ZX3\$B57E!BD^ #39"^6SK
MK^*"4B2X:)#@H@/_2"IR*K!M8X&9:&C>+L^C6|1KE 51F0WS E?23C|=AYS0
MMF*M1#%3..\$M@-(.I.A|B|<=.%.\$=E2U:F)HMA>5>|X95#|<0A.; MY_0ZGMF\$X3?
CJHL::B&0W#0#K|#U"B2C9J(XM.UR;CUB0AAN-8@+O@_F|_#I
M6+^*GX^>88836900GS,&N)I>\$G/'<6CFN3>\$H0"P:|#:6S#ZFEA0;CN71F3L:)98\$G_
HQFQ<&...?|L M \$409#VM>=-/PR|2|H6/7/|3@OE/:HZ4BJQ-
G4YCY6G.&RIK(+:@G2#@*J% M9|,18-<...B?R*#"UZUQ-O/\$J%+KU8%12""J\ MH-DV-
K#E.)3 -H1"F|J7\$FT&3G@|<0=991ME>:NT@T^041<+OUK(VL&FWK+*
M^*VHUUYJJD+&;6UE=&YW1N0VNV=HD|0|4W-7\$<_XGRERK781P0!|H9 M,
URNI#V3CJRXE@"@E*D\H7MXB@QRJT?=F%C5E|*U8#FEJT%7QXEP|Q9+&8 M-
'XL'D"326E_T!|Q-N*FGERU>9Z%CW:C(O_,7+OVS9P2P%SFZ9|Z*LRMU*)
MCQK34(7R:ODXA=IWY \$UKU:0-A*C5W-8UG;I5C>E5 +1*N4)G-FM?6977V2- M)?L5#":
(0065PK|FDJ)^&,@9K;R(*SV|K06|>W0F4^UC6(HC!K5'GA0!P& M#VB;\$)4(J%-8|C*?
J@')I_?PF'B!XI"J&JI+!POH.OMSU/.8\$(0.&>(H'') M-
!ZXTI60A_!SBNS5#_, "VZ0^F\$WP;U|!14:>C6L5X2N7MKS(IQ2.\$|^16:'F MPN)?
FQ%*C%>-G-P(^+'GVET\$== YKVQ?|YW!+IK8=^0%B6ES# MZ)&*6)1H2|?:2E9KX|
3&|_E_L9\$RR"#XKK5V>(06= %NI1H|)>|I';>PU?
M4LW"U>_-6%),^#=#XHO#7FIL0%XM9/EN;03|ZRMEJT\@WL"TI/L/9S!Q09=1D)|\$|MS\$-
\$7?#|2L6|70|#/NNM8 #TI)=E4MCR>CY"V9^UDJGT,XUM,:|>,|)VI1UTO)@K
MLM08;OH|+PCN:A4J'7""%?V37)=:ZW,AM<+&CEXZMQ?/-TCJ-|J71=Y:41C|Z
MJY15*X7G4^ @Z+C;Y2SHZ|T)TG>0L97Z(F5-;8^KLLV\$|>M&#KM-TY8#=#H-,KCUNZX/
YQV|U8=H|5C4>/(-|SFW MM7E))EMP=<69" 07)G@WV|HOGCZ)9|@G6IQ;Q5.-
^CYKD^2?9^0C@.7-/_: M"MTA.O<=;;E>J%4J! 9|3*1V#O:-_X;W*JH ()U^/!(^IHBD2

A9/RDH&X MZ9%4.2%OPO& =^<=,6M M%S>|@=[X7->T=9!|1DR5(H=<.AC0G(Q%
E+R9N+3,OH*<4CI(Z|+O;-GY>Z\ M'NI")J7NL52?JTUN,=8PG6; P|
(B+-0'1'FC:5SMJHD(1(U#;BSY<@59&MYZ M'3?IX,)SJY,...7"HA+RXO,'DZ!<7J\$F!@GV>;
<7DW)F#=3D)\$IP6V= %/ ! M6.H:3#.SCNYFKBL\1LS4)R-J
M2I@G7%.103I=;6*>E;7\$;;Z0?Z0HB/F*!"3B2|J(\$)!IA,QMI5A,"08ZS
MH(YMO.D9E@;JUG-IPH6OC+P\$X3-5A0@#|+^HFI,M_DA'7P8HWO|<3Y.% ^!H+T%DU(
MA4.,@ O2PWAR-37J:"F?8E7"EC0_M\D#TJ4B3UPJVD+PW*'G\$BLM/->L2I5N M_H-
V_ ^89K>+SJ-NV0@N"JKGX:'J4!..S5S ERHI>KO>|I:A@W92PB'P,5S9)
MY=(@)RO@3F.1>SA+Z|Y(TS)L2Q7RRT8_E4N4GP"Z^Q?K6-MA2|9MOJ#%L9!HY3?%|V
,FMD04\$-7E,YH1:|1,\$V'=S97-
_#W+QH|S""50|V""%VG#U#>E&0B|>F*2ZBR'5MLX2"!GRM8F#7E
M/2>*5F|@N/0WH8M*SCKT,MDN+)"X3!(Q7M9&PC^5?DHJ+0X\|CX\$) #H<< M*V:
|>LK_B\$\$/",1AK-TGB(L6:D>,TBX(|/=V#6XT*.S4;=;59W-2ZTN4@Q
MU&>.=7WKRP+PO9RLME3)%!+ #B_VCW+4A@ANXSFO|F>W=YE/(O-Z|7E'>^B8&
MZ""?00&X\$?C.|_1!H',V52.%&)P(+|)\$N97"J(0-%""?"/X#V Z/W+AN*|)=
MWK6CLC"#^8*U@NW-JN|*2@6"GJ|1:0Q4U\$ (FI18@X@*)A2|3BE/.8_#| M@EU RXT/
QL?'|XV)SZ4N@!DZSLNZ4A3FWO@+;!(^!?'\$PY#|JZ90^P,/,0.
M;*OBF5L5ILP" |W%*M%2)%1>@ND3!A0+*1&;XOWE04#*PP/3%X6_"/S4VWO<3
M)>QC0?|;'FI??:U-X5SE^#4V+7BY6MRCF8|M*,'_D/H3\$0S!%P0G"!3WVD'
MJGFX.!>^.94,G*?B^|SH!|E2S,SB%QY3;!. "M%T>|I=QA>+,LB0U>^3F
M680MAOZ\$Z!'"_XL^>|,R5|&=2D'*+Q;G0UICZP<9#RZS38?K8|@|NZULG WF?
M0GU,I4G^->W?DF' 3I'^5|2GGTSBEED601LL=-L.:>:F(YORZ6.#KNK/Q=(2
M7DF^/D3F&?,|2-EN'AKK1D0K)EV9+J+R'>F7UQ".|FNJ.J_9E
(9^\$C/_:&9=UBI?""\$1E16P9Y,K3\$0|9_\$9VO"/A
M_1U)%YY:D,09FMNHHK|(UD3CMRJ+DF.NG,HABLK\$;1|3,*|E-EYMA3-/6GQI MP8_8D?
>E-25Y! DJT*|/;UTS&3'."RH|@1Q^"5D3*8V?PI-/?!MP|'7 EY MHEF(2H:57
|5|S^(^ZB@56%F)|&/%|J21P*0&|+KG|'9|D=C*. BM &;Y M=2'B%>
(|-8?;;OMPD7VPOH=T&G.'C!Q.YXP!>*NJ+CZ>L,HN9>31Q3/J6Z\$
ME|JPQDP\$-3&+BC(7M)#AVU|'"3C 5Q/J.|>2XL@,6AMR8;V(*S4S(J_0Q3+/
MM.2"|OG'|J80J'_*%7(S*W-/Y+|CGS;0C09%L/)T+?WQ>#2SY;'HGTM+RGB
MUPB"&CJ).C6JPEU:'#.7GE#M""8@9P|>6QJFVD.Q5RD"H#5)R-F+L|?D\$00-M+;?

YXXF5LI=9GJWJ0S(JVJ)\6*5)^=@8D[*JR9S++JZ8W>/3V7/S/K/V>|O!
MH^J|MO5:Y)K+&H%|AK7(7'C=F%^YL|2Y|<%.CJ^UX^"PIMG\$>'%)6CR9 M)?8|/-
S:Z+7DQ\|VYI_YQ,"H,ZH;8<1Q M.-+>8?|Q-
G9:QM'R\9>;&L3:>W.BKQ3OT7%B^/T|Y|AXC;NQ|:24F'D|/)*.W^A|&|U11*1A-
"A^IMY5WP M'"&"? ^WW8/?+(+8'4|@;_N6D0H3*9BY*8|
5,ABK%%W|U%W+%|56F>4\$3## M:B+(,?&CCV)2X|ABIE_21*/VZS:L*UP3.GT|SZ;"=
f'.35AY"<-"==6|%)J MK:V=|>=1BJ^27JM^_EH+JP05&>CV2
!7G|J7IK8KL|H+9C;WD(HQ,61Z#)S M4\$R?#1Q |?6;.*#0%RX-
AT"E01KR#2J;\$G>XMPM9E- M=+0Z:J(L8W(@33D6SXU 'L@^JXZ461
I@B4@&;R%GM0N7OC MCJ6XXAV.+;\$ 4P8.^(J>9)4,KP:PP ZE*V|H!D^008=H/1(-
%M:WSW8VKAI MP5(U _|S&?WK9A8)?6MFN|Q*,6#5\$S-
^00R("R2;LEPX616L9J9|T,PTQ4.7SYI?T"JRRB/@|M V6V
M+CV5)R*X%\$D^_PN.4K_F+G1J^H;6=7*0C?68UNAR.S)UB|6:%?."ZTUW3
MH1,K/WD.:3%&-2>MV52H6>J)F<4_OLBSF#J7*(42!|3L,8"2^KW(E'(=,80K MTH1-
QS@'N'"#XYNM*C%>)V5|2)69OS0ST@OWB;P0,%8R!:%8,T!0;/#W#?"O! M-
>8J)W2DV2;..H!::^S"N9"FWQ&&!:S|_0>44%%:Q.0_1#E<&+^#:Y95"Y7/
MX7Z!\$!0*M^F%-F|3RE>2=>??3DU)X;WQ(M"C-B0,KBN CT)"ZQ&
<|IW>>"WV"*HMZ6=Y"N3XCZ6JSV3(@V^E|V*JZQ|@;? M-X(9
7514"/W%V=|DT)8<6Q7;:Y|9_2P2X7TFZCEH|J+QR-DH6MYCJ:/>(_ M06JQZ02W#
<*O|K4/=FV.#R%U,X*#BA7.?&K3|_%.1+) WD2;L|FZM*5|N_88 M%6IRMQ.-
(+,QLU3*#&8?|E0=0UC<(L6P.,M6U0R/+>G//;H\$|3-DKWPRX M MN3.K,A;|
|O(8528NEJP1<-#L|:U7R&Y#"UK'UJAUV:A1^_.0:KEY&P#/7 MRDZ+OPH&&^J-1\$=8,-
WPD>0|@-|-(UZIL.NR02G7*AM"%.,KS#MW9\$&?,E7! M)Z,|_@%-
^F(\$|S'YK'Y;QLL3&+P|ZG*2S6_.@X'8+X+"0C&:E?/% L.I#!WJ/_8_"; MY &-
Y8NC#&)W_/CK|;|RHXDEGV,^_P0#17|EF0\$!)ZD":+18W/)S=#2Z=| M9BS::^^@O V|
|B8BS\$|;ENJ&E0LS4O"/JPV>|3&"!1=B%SU.T'W:|V)!FV'" M|CH6^HSLLDQ&%CA=6K-
T#)VG\$W97Z|6*Z7'Z#Y;74>|ZV7&63='75J-C\$5;+ M?=Q/>+C@|Z!*B4&G^;"|5-
-108B5^IM'GY*49LU."BUJY0^|;|CT@GZET=|
M;-5&FV'W0'F;.5P/<'F|SF'U|X9I#DZ_W<>>"Z3NH4H9"&PH:YKQ2,CV#FG^
MC>&0Y#2N@Z>*:SN3!7^X5+Z3E:Y227;.FD23#%9?U4|;E_2L'!,W"A4OCM-)
MSWBA_"91*|A2<.B^4M.%F8ZE('XRPR,5K& M83"N:VA#B+%Y-QH"||"M"=IJ%^:(+0
0*A,V@LE/|@L:|@*-|G"7W4*8I3J0| MVX=I+OK;DOVEQA."JRDL|4#2++VC6;3,TRB|_&
(JO./=RG;*,!5GL,UIR2 MX"BX<#2PT/+C8Z-SV_.K6A4OKH5;|+JP2K&7C,4T
G#"2\$|P;J|J7Y&IN? M"1GF(73\$ _!09#*?1!;>#1|;.S*4F*-Z0RY30*P.YBN?TNRN|1Q.-Y
MY#,7VDYQ*|NLE'5=DLM&\$Y1H!W^%T)?HNL3WXV'ZA-%?=\$O!MGEGT_\$RSJR M>J:
D,X441&"KU##=A;?IO#I!CP2;J,VNMU\$5WQP.!O13L\$|N^_SNW/0=L9T M^HG8#
<:CZ+A&\$_O#OQ^C#\$Y??;G2FSLI@10469WPA9+1@_&D)6HM(AF-^!S3U8|
M!@|495#COZ_JM)L<+|0|0\$5|YM. 088^K"50J'%FR+C(
MP)|9#00\$VDXI"Q6A/OTPO!/8'/1Q-
/2IG%|/RP06V41\$E&|KB>D9F)!-9RN?;S+@+D(\$UYRYQVA-M_V
Z#.Z3W"P1R,4V>74T)H|
MM+2"JU:31T492TK1D2|WA.PWY*41=@HGJA4F-.%!'0R>I1;/H1Y\$|P@68LEC-
E^6Q|.XL>N7G0&UXY_*@9I3,@3Y)=/*\$ MG|DC(*Q5%.*_|73?8@ZD.?(%0K\$KL&=-
<86|)H!E&)P/UEV&1|Q#WG+(-O/ MS\$7C2'A|B06Q-
"G%0RET)U;U^504\$N=)P@.V|GQ%=H(YYRMV!V'&.GAMEF<)>?;D_L|^N!|5"IZG*41|29(I
ML|5W|LZ|LUZ+2L\$5>|/*+ #A)O@(DL^*8+NWCBJ|J\$2,Q""%0AS3T!@FZ>1FG|)JF_0FI
=>Z,'0\$O;!.1+ M1PRCIWAA&;S%0.|SXHV2|YU6|S:|G|/S>(DAIVU9_MLS|8;OL6|VRK2:S
J MV|L.R|RX?|LNV'F%N|/F%^Y>9|-6I>11%49Y&Z!R6>|"(R**&H_A_PW5C@
+%&427^6KQP|<^GI8;|LQ MP6M8DVRX)|=E;XX/UQ\$T9OP&.;!BB(@|#?V?
AC:XJ/X7|ION*KSU#V\$P@_# MM82M40/*9_G"D9.2M:C1ZAL0&\$88*N2""F-
"VI*QK83FT7VLFH2#\$P5|AI: M>E#J:IBB_/M17LQ#-8@ZB%>-%;"LH""R|)1TJ-
BC6@UV!:(DP?4:VC9DDF1R<:|('7UT;5SN?BB/42-
MKK@V)FOS#+;^*E682M6*&B8TGXKKG8+7,7LV)K'?6|CTI^'|LH|MRG(6HM5^
M22P%YXJ(:T4UTW9:S|NUD-/|<89L\$|L+NQ+@|@|=|7)(V"TI\$CGU<*G|*OTLSV
MC2R976Z!S,Y:E:BH2E2Y|:LJIE-U_L^VE*O'BWQ5=8_T'=2JK/5|AD&\$|
MS=^"M4<|U)|%1.LD'D33(2=0@NX#YGR,3T\$IEC3'N>/L%L)7W"2C*.(BX./MK"
P|B;96I=JO(.@XR@IOCH^I6W6E+M*(Y4XLOYPF>F|>_1>:6L^AQJ7'D
MZS*;/_OHN>:"7T*90|<_J8:+9HR=;1V92,J|TA:H\$9WH.RSN?\$BIA^R"&R>

M;-7IPPR)M4J9_G>DN@NTQP=,5| F4P_?)^*W^1 M6LQ/\$BI J8UCQF*&EXLCUF?
/ZH.2QJ.&(<9'A&">R/-:J@W"NUE ?O)"O=9 MJKN%E|H*#D!OK,\$YJB:"@8S#61?
Y*=%;&_C)5*O)G7E>DC'M)6,KSEX\,4-,MM> /@50)FXO"0LR8QZ#TJJ^\$UOF+?
#*B9N:JJ\$^1FCCUS,6#RG6HMDB!'1WX MBH&>&|+3L9#%|U\$"O5L|H#KZ(?GV)?
8B_EY.C(&VD|EA1OA\$|S.0TG!6@(.0
MYJY|0'/38|ZI6W@5AHON(3Z7S1N"HQ833Q+4Z>D1J3\$4NB6\$MM&3<"Q7\UZY
M6@F%L"2(L=%|0_M9F)A5'*F-PA|J8(\$|!MS%18^Z9<^B4N5CZV#-NIENU9X
MI8E3,M9R)|_.SMG*#M@*>F+A12\|)8,J2-/4RM!"QR0.%GIN!/(RO)(M(L?37<M%16AYT^
'-69-M1E_\$UO"0ZY7RXK)V"2^&-B87T^_3>3 Q!_R:OTJ@N#J,D+Z|0YOC-
IUF&9ZD"1)JG4|?|\$+BPQ9 SDI!;0_D(DH MX/KP%GQW28H9AR?&2J5|(WX1#
|4;^4DFFG;|6ZY(FKWIES4_Z|&7KB2_B!#:@ MJA.VP0K/
^B&I17Q0!1/C+CU/+Q"_8@L6*?8I>0EOM"\$2C1H.D/^T1Y06F MV4JDZK1!(7!
3Q\$4+6Z3'):75?DP5@%|*6)X'4&EGVB7^ADW5D8Z_APYZBQ% M:CKD:J\$-
%,:9L83FZY;_%7.XB/H.LXM-C%>@CRTBOARD3=P-D(|'39\LE/O'V|M
1HUNGE;^E+GHPF|\$^O':M%'"MS_GD1F 6'NRV+87"2 |>5J^S|V|UHV4=
M^/H8YFSHX|GR)*!1_1N:D<2P'JL(1?|%A)-ZLLVFK8;3Z!YZ;UQ:Y@H<"@|
M(8@5H%:JQ=JX6G+L_|-!Y5FIB(5I=F!-IW5A('"\$1N%9?=P|)S^AP0VK0
MDYPXYV@@2?SSON!_|V,|+S ;53P1J9947*)|;7:6_M|WS84X(COJ;Z-11F MIQDTL-
|.AS0NU#=@'BYC0K>H>FH5M0C,<8XNPDU.|ODH&:2FK':&G)Y6 ? MQ;394Z9A?
D0)%;386,2"ZA=!UDJ^HWV,B(PH:NO91)!O0^\$009-?%*1PB811_M14_%YB|E?IAD9E+G|
<#4U8LJ6LRJOMC2^W"4^@1_Q",NAQ|^9^6@, BPF/Y! MUT)/6PX
U#X@|ZH6I^P@Z*&93%@SKV>68C*I6K%\$10#> LPM6BIY4H#/L4* M2WHA9=X|..MX8|
*@|. #K8V|UL8V+7@6N-TNZ.E4|8_9ZS|SZ|_1G/@4E>HK M2!\$Y|<\$V|
|UP1.NZG;1D|9'=9F-V&|9&8LMDU>QLGC ASCBRL4JNEQQ/LXG8 M:
(B=J?!1"UB:L.2C3G#GB_|)U13J\$BD\$V|N|K.YXX
KO,)/90DZ6HAG|=B:04YMS,:ZR0I/6:B9BW MJ F22H&!/E*9_D74-Q(Z+&*IWHXR_OP-
VA| ?L%KHGWT)\$2DG3%|OD." U% M^=VCARBA?N4!XEJ)OPML5UFM3\$7I'+,K9E-
4=:L6L40"5?55JON3|P.U'QNU MTH0B4V ((E-
A\$\$,@,T+"ZG5)19=4|C>;7U)YO?.QHH**|'"TI+^%|/|(*|VA M)309,>LJ|6T1|CO
8&00>LCJ*KE MJ:2_R4WM.6UDQR_F>>>T_V<|:RMACMXFHTPH*Q&G97L7<66K|8-
*EVIK&C(MS|/\$S'\$O|:RKWEW|B14=MAN-J|6=S_-)WZ4 M";M?W,G_-
HN)G&MSUO;NHIR0%Q!@8J/50()16G|9O7CC@<\$ \$THR(P5-LYW3_M_V/?
|8N|8R45/(.2A.145|<3)_JN02;ZDQXA|IN8FM./39B* M=J#;O&Q+ONA**\$|8Q7-I-
^#Y0OP<\$Z6*/G;L'YV;WE"X?RE7!0%D&GV9-M% M|<_HAI'6
(N:R)/EJ.82)D|P5=P3|_|XXQCW5+:/R2_3HZ!BG_-:=/D M#Y\$Y4BGDUBJJFC&\$G
_L|MYFT4A(: I5L-"#2^N&M&?TD^6%W#/3NE,&E#Y: MX/66KZ_6<Z307,.S;WVYF'-
H;DH2C_RP+H2SZ'O-A|&_ =M8K<2R%!&S|;6
M955IAC|A)4#A|/%&I@9\$+WEO5L3ZT6R\$?M9<0|@&|GNX&/)9|D?(+X*M0/BGX
MQ#KOERB|8LQ7-/KNP#TN38^<0A|*9Q\$Q|W6=<,\$Z(556"JL/6|;+|R=P3A"V
MBKW:C^6KKZ">|=H3|NF=-.|;| O=W=T^IKQ(4<@AQ8=0LON3&EV|*#MR\$%#
M5S5IY((9.(L>5TN6|6ON?E#=#G;|Z570^?VRV_W#R|/<_
MKJ_P/R|^GIW^WKD^O3B_"BX^X5^_="ZO3|M7P=?SD^YE4'&)SOF?P?%9Y_1S M&!Q?
G%|?7ORS>WGU9QB7IU>OY|*OC4.3X|.|W^,SBY./Z*?|HH_M=Q|HNUN>@5
M_'C&5_\$KW?_Z?S'/^_:-SV3T|;|F!-.|O?D60>(7OU?W| MQ3R?
>7|XYL<_Y8OX|ZL_.F=GP<=N|#L,V+GY\$G_!_/#J^O*K^K<^",3N?X^_.+R MI'-^W V^G=
(|@|/-YF?=?A.?%Y?|>MNUY0ZP|APTU/E>Q,3|" M>VC.H"^V>KM:2P0|)%C-
@XO.\$|2VBS%SC+KE)F*AN.N+."Y*CRF^6C)Z, NW|ID,(?4 427*5M%9
M59*4OU4Z\$7^+TV95YM1\$RH/P"ID)_U*[RN9J+?D44.WY#^6U_\$9%JV<4B?0 M+>-2.9?V
%O2YY2G?FJ7U;XM0V5X+J)A^ECR|&NP:G6W^4ZA@#M;L^N; (M9&>5-M>&
|6GW.\$&?^QBHO?+017"L?:G4?:AO"F\$)+/0CPG=.IA!U2M.,TR\$\$ M#
Q&,>%V: +N5P7IB(H""68S4A@A\$/L3#)ZJ^_CJ+)VHNK%W7A(R>B=8GG&#;
M|TG:4JM%172AYPF HN^+LEZ)=FMYI=DG|EMM.P+K?'. ^%\$|P&Q2&2)75GH M3(#)
_JD4#*C<./Y#37H&24(|8|'BZ'L&"D#./IL9)PC0* MXD0R07&AY?5|_HB?
O80PIYB+C|KA)|R,>1|J+IA*!5P?.SSB&LUG3Q/>XDM MV9Z.S(1BQOT8,*+
(:&AN;|ZT.MM4,\$;!S 5BI^2%*X2'OU<|_&,\$.Z|+"J4 MJ#Q|V:6;<1J/(BW^/8QOHR'I|N?
Y.DNX2):P2!CAICFG%>3VJ>YFC.:?X@M MA 1-XOJ(6D-
J3TKG7Z|5O?,|271N(%6)8GP#G_E\$ \$LP4EH1570:4Q%/P4@"+M:Q5|4/AMD_BRU%*4+IN|
F_*,/_ZMG_# M44A(.IB_\$K=JM>I_Q%D/-_Y1P5UUB4:L-

FIUSQ2%Y'S81)9872G0.XUMCPO MSN="1D%DO:C<:(4%#0J|@:|: FXN;A-
:~^%'JH05[Y0S=M^6PK453<=UD&E M12E5G%TSB|426!-Z+)L0I%Z,52?R25X1(N7-B"
(!BE3Z!@(|L#H5X14!|,='MED)Y01 #&P"H^1=>@E>(>D1.|XI3
WUKOQ875M@E>VTE%T.I@26,.NUD&C@>N8QL)&0H>ICT@|_ MBGYU+^5BEKJ
5!93|SX|(.ZQ*&JMNYUC3T*.9(Y0Q62WOUB1ER.*U6V9=-.\$" M9.REY8BBF774>1-
48U;2RXI#PY%6&.>BWL3Y8EMJL_3*?#>Z.>N@^109UH) M8^Z-5.9(:2NK< M0-
TC0VH+:#|)8H8 P89"T(0\$GF*=UK>Q)-'X#6Q_8JN4Y/B/^&3AJ&FAB
M!-8.4Q|/Q/MWZ8U5\$UW%*^=3X|SD<3|F%Q7"*ONH.31"!|?WE27U00?1
M^+0J_)Y49E.;KEKZ\$/_O3AC.;8;"B,5"AR&XL_*MP3(JZM V<2_&5:2BG2 MF%4-
*=Z;5+0/A6P4GN0+@RDITDP|>A@V2Q8*1_#J=2'&*1LO|%"3*V SHI* M+K*U*|JB?
-38R|J%)!SH:#!#B|D\$^043V*(:@:|I30Q7,E%9HKXWBDH|ZT.P M#8+Z8;Q
BN;P'.N\$(QN3DG-6I2#(\$L8_A*3 6#YL5_!+ME++G(+,GB@5 M3|"Y:8!S!&>:1?W|V.:I=-
:S\$5|CD9W)LZ(1F%|7PV&-AY|,7B^RG!%7 MZ10>=A2<0\$R7\$,NS,U4/*!>UL8C^4T
M'&-
C6>@U2S*#"B%\$ _Y1.;>P@Y;DA#B|99DJ8D8/<<2/VL#)\$*M'#\$ZIJ\$4A7Z"Y"GRU%08F
M2IP J|/8..M1T@|+|8HB254=(S225,F.*_%4|:NIXJ!A'Y?9T@#^="ZG>.,
MI%OEX|7EY<6W|F487'4O_W EZW+W\$AI?N _EZ>OWG'Q=GT&|T>GG9_>?%<>?C
MV9|Y|N7B|/SZRO||?%"Y9>+2^Q-"JXOOUY=FT|^?
X&^G0WX6M1>U7GW*S53V9E!K#*S+(Z@?XJZ-B"YK7KP/SF M*#"K|/QWZ+VZ|':OP^
8FL7.G|^=GGT^/?_J&CK5CB^ ^GM.GT)AUW+FZ/NN& MP4GWK/.M<|D-MHX.-
|>PK^P4&N|@#*)|:|W#W|)|X;/_O_8_-S|@FWB%E M7|J7UW_*QH\$K'U|@;X|>#"S":Z^?
OX.;6?4009|9Z>J/X|:VW@9|M_ ^.#6; M|G/G3V@_@RMRKQE>QOR%N_0N^!/?=\$ _::?
J3W)|_+ESTH6^M<^=TS/LS+N\$ MES3O< G_U8%GQ%' W|KML5>OTAJ8G_O&X-
R.W677MB+R|6C S'24/F2:7O-? M'R_0'9.3J|K+R0S|TQ+Q'UZGD'Z>OW'Q>7I_|NE<3XY-
3/&YLE_-N@H/(:^ M0G_4O(EMP_R;!=GAO#9A|X<|?B46Y_D4IPD7.4V%:|T-
|KJ|T@WHG#|_MYPN?GW=A'5T=7YY^-\$L3Y|+|_(&
5E"8%,\$G>#3Z7GG+/C/KR>_8_OGW+>T M|9EF^(|/OE|!|, M>.%WS|U+|^ ^HGU-
3:.#&2+2#<-W> XZ XK*B+0(L<6;5K(9#=@|5H+ MCNL:EO!'.DO 5%5MU,
|OYJ2|NJ8|M;AU|-K#O5T#6|1L*ODLEDRI_JEVV?E M/?|*Q>68|XG00)%|6S;&+>8?
1(U2A2?^,\$DN2+*"# MN=N'.%L@?QS=1M YA%|#0C%&6JH-TL0?@^|R01+?CDR&R-
QX':.AM#E"=V6 M4?9D N|D))@)NXDIO/^>,M"O'IT:<|5D=L|H|G:SEZC...XT- |Z9I4"_Q/8
MX:|!^?O|S|5H5T_X1|@Z5WGEQK9_/3=^VLDI&&+C'_T9?.L8A|TX?Y>G00\$Q
MWS>6^DIQ?.,@;JCQ,7LXG8O|B;^"P5_W\$CE1 N((07(3|TH&W?D7-,EPJR
M/*+|^C9VYFY#=#8EG@FH#%#%):P,ZYK|(/TG/S->|1_)Q,Q>|W49J"P-+J-) MM%J;
N6>*R>|)|_U-|<,G|B>N.@^|5T)-X\$_%87@F4B)H<\$;/'HIQKUKS/
MZNKPS;/_Q|\$DN|7WN3?V_<&U%?E?)8|X^OU)%Z>|8WHO5'U"Y\$?LUX+|05-'#
MI#S8D(N|";* 8_W!PQ;:"B'SKB\$?K>(!G!MQ!%9MX,#A/B0>X|M;P70J4Q
MQ|F@^YTVY0|Z?01713H4>+!M50 T&V1LF1|/ZL).Q@7+O|V>)O|W?2'*<9)A M\$8\$
G^;/_^UFIUA?_2/*)|0|^IE|E=0KW=C-64(C \$/L^V1"4TJ4|L5+N?%1
MJQHOF=@\$B9/|HJ>FX0+6F|N|DCAU:<2X;D+;1R#7T|S|-CMCZ0?;>'F8DW!_|
M^,9|,%IW1|^UM<),6ZF|L'R85^?"T|9M1+6|.9/#+|^?#+|1N)|2=9>;8W!DU
MVY|+U3YB#\$CNH9/53.+P:6;7)Q@)RXA+9G,BE\$H|U"!13/9U4JW;#,8UIC\$> MN27%|
G0/5|>LS")ZP8NCPBN72?C-C#SFS,8&=ISR8S"|&9 #RY6|L88|D%B
MI5KERQ8\$0\$+;D0@?UDV--&;_|T?3^8,9T0"*&@6&'O!; 8ENM\$'Y2,A7N1"
M&X|'CD5KQB7R(4ZR9/J5ZZ7>FYT+O|Q#D&MS4E8 '^|FI'5\$|/H/"GHO
MLFPK5YQ=EG3|6OM!#VC|'8L)%A,9.FZ"@5F-4VHA084+X^ ^9=\$#18B.(@3|
MEIQM,.MF2X0\$|H6/&AU. 1/,2H5|N|C=G)0#KT2LH1V?H=-W5;FN:AV/8/X M_2\$=FN^!
|H/T|H>\$6C\$3|G_ITS|U(2\$(#J7-3),L3&0ONSV\$S"S1Z#M)!:#2 MYS")1_AS=%7-
KR4/V,M2)|^(7>%3%3^"RR8Z:8\$R6C2T|=6/YM%:CE-1B5,+ MRX7CR2YV?X34,F*
|/T04TK'|#Y"#C9B3I_ =|FRI.!|S>A&|AY=|H|KI|;3Y ME*E-6*U35+I1#303)!ZY|I-
T0BTJN\$4OE;K73Q"!W-=O+*3KO-+SLMWJAR MV*0C'+VW:5R;
|V|B*+|0T_G+-5"74>&IW1/*Y;7D0>0;P3X:4U/7R'L"VF'6
M8P7"QCRW.YX=0)9<0%>S%^5WEN(4RA+3C|HLN,_OR85>_HY%_*JC|'|Z?_*H
MA6W.3|LV.LHMOV3I2&.)<%L_4DKG0F=0-4XCR|NE?@MAL3\$|8G+64=XB9"O)
MH\$9|0:|FGCQ2@)TA%G DTZ@X\$E6G::OZX>|<.H?V.6>X|_.(DS>(B M|Y4|#M|2#N;I1-
'TTJ)<;F5J|#^N!#7;8=Y|KZ'K_\$OG^O+TXAK5D,|1'5|M
M#AE|3!|=)*Q6O&U+0'B1Q|H_O!!@L HLC0\$-C|1L%%;Y+>F%MNI|X?;!N;F5JOU!L1G
MU1LW 8H940I9 Z1UJ:T"D+QKM7W*;+F

M+Z+4JE*V+2>G;=*]=\$_D&@6JP4?.@DM*E9\$??8ITV@(!Z2\$W87SZ5Z4-5)ON6F11F)8X
M\$O.1R8JJ\$A*"36S.Y.!/?7T'D=&1M'F1*J&-L:OE#X?;%;BAXX1*DJ.*"-!"@WIL&J%
M\$B<>02@/37/.3(@"X\CIFCJ\$85CT4)XPBYE-QY/>\$U!OI-EM-.+,: "AQ=9;?
M)6.S\$R%7<,04<>9JZ?!"OYA<|SDF8))0&'B7'#^LRAI#".EAA2?<;B\ZR>
M!PE\$|#=WC^2Q+4>/4!R9)\$-&!"00X^ICMC7&H\$-QIYYS!P/4.TW#JI
M\$J1C1S/)E@(M-(@4D&UK\$D;G;_Q'DY_.FOHY@/882416D,QA!F%Z<0><#I-M))%_@=
(?K*PYN@ZM;.:8""*)7F.NKD Q=6!C@1BC&+0L(A"!6IDT:/**S M(0,2BW*\$1)REB*.
MUI("BW"B9.MOYP'G#ZP6(/O5^Y8WH>OW;@8) CHW2+C+1WKEK@NUI->%0Z1PN/?
7*1QJ M|K4F5 Z+MM.SEH).3;3<9WEU-^IMZ(*#:_94/J\$R_-JM@2ZT>@F=@WP12
M1ENTINJ"NI8?ZBQH3J1;PGS9T)\$.*.0.SQ\HC;.,\00"-ZF5+W! M-
Z,'PH>7F>)79P18FE<2AD:OCT+\$197BJ'B'6EU1XEZ_.WXOD6CEI3(3)XW-
MJ9B(APGDI^>N72YN?EZASET=CR0C2>4>X'C4.EZIFGYQTIR^J7.7;%F\$ \$
M^_CN|@G\$(#FE0\$+QXG+7Q@F_!)7^\$_.?22SCX27&59!Q^!)VM252O|=QAA:MPW>
<-IXZI?@Z.HFG4);Z*O(F*O#T4;.:VH81<_.XM-1DV_J 67O? M<.)V!%0/\$K):.)RW M)4&
(\$"D|>[N]DN|E;_10=>?S&QJPLX7=V22JJSI\$"^!08" M?'KPU+G#E"J>2G2%@?
&NQ8:PTY2>^AH*&-X%\$ M^@BKF8ZPMU?
@.RTWXS+9^*M'3YOZ9N5O\)#.6G.TH>!V**E
MKSPS*ME3JEBU#80E_P^*7!AEYRY##6FW;&K!T^9 IU*B;,>R8?7J&),D0(4|
M'M14B.:GN FC@^B3+L^/W6D?+K)K-J%M.W6| MIEG;9D> MT-5WC\$7R1 D*)1M;A?
>49A+!G?S+> UHZ'7Y\$BZA&820=48@->4>Y/D&!<6>@9#.QUH|VSS5!^3O MJ?F&O|
(4L;Z(NQ"E2V)UAWQ7@;.:3,5TF.?,DIOH!AB|!\$!L%'BR<'#C?BO4
MO&TU\BFV;.T9*T^AS4-AT12I>I3^*A>S_:=;@+_HX89H\$Z>8.@;E:LNKFZ MV2-!
&S5C4DD^G-OKT@ES;7;-@FNL)\$7_G5*|P KKT/EJ*VC@_UY EY4;.N' M@F6?
FS1R#/2PUY?2JV|48M><0>KO=A"BA9NU%L*9O!GGI+&BC\$2\$DN3D3%|& MM|A_
/UOZY:0KRPDVW5F)6,I1A@S&R\$%>!G!&V%FG8@K"Y;11W \$ \$&:'>%5;3KJ&H3 M0@8--
>+;..L 3X2;*\$SAR'1QY%|O|WTNARZU7(N| R2W&WQ)*PX&E836"?0T8/2"Y!
MY@#.=N2KE\$QE'!F;Y|37%KD0!\$T2OM3-R-
N5>%3V;+AW*E|=G:LP3:D\| #YE%\$;A2>4X/M/<_G!/H!%Z3?7Z#T-<&%?%!
X'8A0GE&Z%CJ9,ZQB(T+IL\$J|J65_C%2-7+%Z2F8;1ME@HA
G,TEZ"W1>V\$|JT6H&ZEQ@(_M^RF+IGE<|.CP&SHX&JB6 ^ZA^CEYT\$)S,%/T?
T:7,*C.JN@'+.? MH&'8|,7;0.5!/?*%@G4F|^JH_ = VSWXC1>YL\PIJ" F3\$S?S*-_@Y-\$|(3:
M(R>O45%VA&916M|XQFGV<2>@|H(Q1>\$F7.>SZ?@*Q(^(%<(%|2.B;:V")1
MA|LG)CZ9N#LL9|GN@|TD3Y0Z(L<;APFY|:54@A/B7 &%3"B',F&@JR"MB;
MH9\$<2F_&E3.3RZ84Z(?A6N4_0MF7^KQP^J72E#F@(PS;79%GOC 7,+O"A17G'L^S
MQ=5E<7)_@P2#B9_7)H(4YPY|?Y_\$UDM?:3O&=B|J#UY<5JD9>16A4)%RQ: M9-
\$">V2S%#X3:O*J\$ _\$M%L :INF|K4|!\$-#\$F (73H39G6Y^3<6+8%73:I20-
M(098|R/N5S)&V0P1D=*;Q6ULIT|0L-P|M&!'^-;+V&P.-V=!%Z+_N<3=M.25
MMM/X=\$NSE-P*KA?1BU<0DR|WE6\$Q\$U(CT*0|H;JD9QO8/>_HS<>FPAH;7'
MX0VO_(JU'D96H7,V 7(=SD;9J#E'J?!. "D_|^EO2V#G>VXSCN M|1YN|1|TMX^_JO;
|AYM'.X?|K<'^T<|_M|W^+?7ET4|M|H|^TTJBS;&> R: M8SSVVIN'VGJPT9
CJH|VL)L6:ET\$ U,Y5+M'N=/,7 ZR=KG-6,?:1\$(0TU M4Q0Q*>|YH9T<,6Y.
|8LDJAPXYSY|A|C9*@@G/J\$@.JOE1M|DH0;7,6F?A"
M&YU6\$:V%|ZX.EK,4DL,)C.MTM(XSG^5_OJ#ZF 77%J(^Z7K:39;6!ATJM!:
MHL>#9)2X6CQ@.LTR0E<:ZO#8)8,Q6CP;-;(!#'(|:-4RT(.D* MJ7.HJD#AH6:?
7F|0IWCC8U,FIV;>Y-X9:X'DN G#M;(2F%_((P71@W%A5!<, M6C:70P!K-6*;H"ZY4%#&Q
H|B0"\$Y%MWOQT^\$<)> M_BN4D+0OE2Q>74/7:
<=7Z:&X1,E;HW'_V2M:X8>1P(!J1^#I(52;S*%B!NEF MF.1WYC,&S_11XHZ5!1
\$@SPBKP7_=IWZQF_&<6C^)*EWU4;V/F* J7Q.P M))%P=:
(XSE,^B>^117\|C'HD1H""@E3WLF1*/W7/A6F|W!Y05?I1%E|/\$*X>^YGUA'NPD+V\$F|C=
YEYCE>P.*%^ M+"\$.1PSW4+*.WX471|!+?.BZG\$ \$B_&C%DJ*KC\$X*O&_
HE.AUE0+XV@"7,A M9B6D%A:Q:(QPJB1_V|H6!2*=L4A;<;^_
K*4%%W?;FSL<'15ZQD1&RODJ@HGE M/=RF\$='5XF<07C|6P
D14:01H""PIWEP72|DB7C|;E6%'2,Q 0@^2P,)MPQ M.AMBFE;MS|#-7JPDC;.:2-
^3N7#T(R14;2C2MTR;R)GNU*R|J|WKFK;AYL9 MYVT"='EL5C&!+8!1TJ-
UPHTI<5VD^G-Q.S_H'7KO?/PC5YPER3'<6|Q>#*YA&8+8(:%Y#V+*XD(:\$5 M26K\$DT-
P(2;2,0\$TLWY7\$HR,2Q6DHL9"R!;+7BB8@9/0|:QARF+G(Y84Z M|:KRISQ+|B-
L2JCF5,B|15TO\$Z=GG&QD!4\$>)L2|F01XNI2+%C)?!(+E(M71I2T7"4(L8<+ G\$H
2FCW97DP\$XMBXC1EFV^=QJAUBV|U0G%ZKNBYBOOD_M+!00)_BH>,D"IZE2'

7<5+,#OS2)U_C+!;!691.N!VE!.*.KDA:-Q&X.=I M%-#
<"72ZY<6#|0SI=&"/\$=V!4#7J"3>/RJ=F;37BW=>2#G!L|Q/KPIM|>PT MPE/9;.:@!Z7X-
KB&00CX!X|!H@-E2NZ77/%#/K.!?Z^@8|CPNOKN).9|-,GH8 M+A**"9PASB-
#*,6M%+GN93C8V%ZDET%R2^Z>\$)H"?!752L:U:D*A2B'.34. MU4?Z|W\$Z86IY!7V
G"O||3B|'V-=0E%K;9@1DPRZ W'6M| \$&Q!_0|*H_.B MEY*9OHQ|R1AT5U6.;&E4?74Z
M+9)Y\$PM(O< "2@C,3'Y|./\$68K5'J|@!RX@G|_HNR?K0 SSJ8QS7M6EX0,*M M)_!-
\$K\$RBGB5(Q.ZM5UBDZ!5%F%MDY3ZW5E%!3A#6!ZHD/N,F1>!TLK,DO.R
M+24IAKK=A#4@%!ATHEG/VE>(*TT&B,"?%'TB>YL8_H=Z@&T-E-+W4J^O'3^I M4K
D+K&#F<7,LN3)I1M5Q!?:D,GER<^4\$&C.;5\$V^&*IWF=N|I
MJ7EJZ;N'TLW0B|91#UL@&1|N+ARP*M->HGI(#5L@1-
N&JAO+%LM=KM9N>RF|AQ^(V|3|Q"058B6:M))ID4QQ"KNU5< ML%A8-J8=-
M41%#M+UO.BG'H@GW>
M%27#?I #U8G|K#&S3R5KGIW<7|JK.;6UDK|/"2O'<:"U1?'MV+:BT"O&AWO
MHL:|"V"W6AN|^3%L0?Q|P^J124J1+-Q-);00(JJ&.3:IGL|D68EF+,OY)F
M5&*8D+GG6<|JBG1U*U8'6|V65I=@1ZI#>(1SE|P85'&,#BUSPJ M?
6^8BCM*JO>>.:Z<&DJ;I.*%??\$5AX8H%11VZ_?*&TS)'RVGO6_ZTVT=U3Z
M=X|+>+YY^|G'X^EY|.WT^KQ|=15|^Z-|V;WX%%;|D1"K(P59OQ1,ARAK%-DD
MNK"#6-V'\$,Q3('PGH%Q8^A ^K|(06;+:1AW43A'."HT#)|?;%39U-Q0,|N MB?ELX3-
X^|ZZ>#9I^#3Z7GG_/CT_/?@ZLL_@6|&1T3,UHM?*FI4#A4E_#,&
M96=K|H^JSCGM^H9A'_VX'WTU3^:Y0/_=^V|C= 6_S_KM11/C?NXVSFL?+B M6-
&D7P,|I>(L:6_0)GR^N/R|GE|WCZ^"L>WYB;\$3S)^C3 MU_3M&.:?
#KK)CZT6;%L;RV:VN|ULAM|VR|MK6WG|VQ-G6O-W424ZZ=M;51
M6QNU7^VL52|_BEA|U*5F;DK4I6F>L=|:L9Y5ZPQXE07|*O>\$_A|"BMA?
9F;F/_2@.7N6&.\$ZQHP1+|L1F,|.4#_8_16E* M!|S6/3T7|(TEV4QHO_E_@|&O>SIEKC^!/-
_=ZIYM3MO!SUY\$%M,>(C"CW|PU M= 7*S?9/UP4E+<|Q^FY+WYU_\$?WY.M9-
JA:Y/4WVXM6(_UN|ZW#&0KD+W_YS04! M<">G_SPI^=HYPY)C|S+XW/FOT|I?/P=0V-
5N?SQ=?SZZN@'G?/ MKSN_=Z|^BEN^CSQ&|#> M>EXH,, MWQ|_"+:JC%QQT.^3?
G|8_KUA;|:*/QN|_YUSH=F.!>|S MJ".YG|X'GUCKD\$0(_W(O_B7.X*F@M3\$=!(L.
V""8|5|S\$U*UBA/Y22U^U3KYN M&<_94?MFO|0'8;\$7_Q|S3NXXWC|8WOUI-Y_C
>|M|H6;^YNA>?|9S|BSN;9R^>@HW%V;R|H)
MVMIK'VZOU%SN'K6/:LVE7XFH35!L'K;WRS5/_K1N'IZ1 =G=:N^4LT3RZ7N_M
5W+|^+S|STOK7^Y_N7ZE^M?KG^Y_N7|^>6+D_H_LWJ!6?W7UB^6^M+5R*"M
M#E(45%&|+5CH>I\$?^0M#S:WV|EY5S64E.*K*(=P^(G:T0CWUJ,29|@P_|U?^
MRGN9O4,NF/YBP-A!>V_|%P'&EA3_TO/_K=Z!'13-V|_*EAW(-7LFL/%X,97
M':0Z>2:TX|4WGA-|O?K|9,?9W|S?_MPYV"O/=|.05|_EOY<"N)@'ZJ|_AN
MDF!HENF%>,B#S27@(>7>VVOM+PT/.=CH6DJ08VJ'G.:?H!|PO/:#0WV^L#9GW MK
^8O^0!|U+|O|S^|H_U-Y:6DM8%2>|CY2EI3QD\$5QC:8#(LL6^-GN_:_F M)@1^*^J6N?
K|O^T<_08E.#T_>7IU?>?EG<'S6N;HZ_71ZC!UG5Z|_O|T|:(CX-MY%DS>-?-CM-
^7'\$L5<|G|UQRB.!- M N-9)_U GK0PWP"|
|HX|1@&+NE^>|CP@#N)|UZ6C,'4+Q|44KNHR8E\$|>IB M0I ^;_-J67B=OZ67^OE+?_N-
+OPY9EV-Q98:"|. +U^X-+^*J",,;*ZH;Z;D M0I%O^|?_V-KWM?
6:%8>6;.:0|I/TWBXN&%9ZH@T MVEC(R.UM_=KCR5|S;+%6|)?*?
0!'M2Y;V|H(U)U2)YY_9D^W6N"QTD33Y%CN_B M>WB0G|>#>|)3R/PAD|D2|3|'MV:
MYUN;E!DFY1W'(U_6D\$EV+5%J;^_4_>D<3XPWPJ;D.RTHY""69|O,E&L<9KZ)/:1;GDUGGL
&V209R?Z41|HHL\$|V6;YN^D*ZZ=9!G%+7 MMJFXBC965UANGFWJQ%EJ7K@7|THZB0?
Q*%|^?5H'8\$7?CBFQX==|P* DZ:1L*-8F MP|B(%69|FU-!(D^D.S*.06RNN\$|7S+072X:-
Q>?+F+LGOCHDXG97\$X@K2;'+VAB?DE\$TZE4ET-^| MK3A|IZ'*=19A^O,X03?
OF,2|9M;.1+UA>5T6|&T;EI/\$/&Z>#)*XS|8\$_-|U MB?_*N MQ+G8AA47IZFA-<|6;EEM8A
J"%OO-,_S)4L<9XGB!U_-IO"DOVR_2K|LM|0 M ^,|LW<(P;-5RFB<3,Q*^1QEW^_
UDT%#C+?>*OK95&Y-.8HZ9##|D'^8LO37N M6-
);YXUG&)|37+9DWD3<^>4Y(YKD?:UMA;5?G"3!V /XWJ=M|:9 MGD4R/=M+X-
IHLA4QOJ;Y|!78D+|&_F/G'2.:Y;|JGR.1M%MK-H73^*')C6 MP:36AJ5L6'XM%K?
174*7;=3G=709)U |.|INN0F6_>GG2FDQ2!-^G(3,,Z\$30+?KS*X7T3
MB5CQ0=9Y6&T>_NIY6&,"|M;9+B25.P;V/CO&6P' *3IR#PNN)OYS%:R|VXG
MWAVFKDQ8>C+@!Q_|4;LB;O+|=A@U?+:A#|\$65|_|#3"X&J2@N"&4)F:BX_O
MXJR:'WF=ABVFCW8;|FA<53PCXW\$6)_F4&,#6!' +|3|2^1_2.%9""COG4.#0.
MS0F#4R3>@'|\$9@9T?+:0I4MU*|=4TVW4-?F?2#6"H/.>&Q.P*& X:8_IME3
M|N:JAMEM9J8P>XW%ARIM?HGL M<|Q/HC7&>-&SZAW|/\$*|&'PU07XR68D>2E/-

Q39S,.SNOMY<[&"!@]_2,9X7WQ1[_Ql]B&,-9\#?&.>AC9. M@VP&[V]'A^VCS?H_!t:Wl-
^6>|f0|G!|I>) T4WIG'KFP BP|CA'f0R(K)T>GOWM_|(9CS.8/#+'V=_>"%F2>[26;'E)
fEMD@ *55E97jZ'^'+0Z6Z9l/C_PN-8N M;#^E32H?
C5=*/^)TFC/_N\O|K0S|G4MRYKVQYW^:-8l/1T,9^/V:6||Z|R' MI|W_!8U.?Q%7+?
QX%SQ8'R: ^9?{X8,Y!:.?W-=)l.39"2O#_ U&6?@S'\$C|T9MJ1_21O-2Y-ZL>
M'>'fFQV(=C^I6G@9D|5C#U|17J|>V>HY\$2K3H M/TOTNTY7ULJ8VJ&Z@|Q157|HCLS
MSLW0=+P'XJ8*=RDNKT.VCLE+71M_0:ZTU>RW_K)V0ON#=#EH7EW?TWVM|2A(-
M_&97!?'3^BCM.!W6V&ZNY5.R?)LR|"G\$OAIR|:"S5H5!%D"OG?"ES\$VWY3JF7
M%\$L^J#6|K<|EO5M9R,H>;G*5XK|7N5;|_JGS!+G176BN'+@Y>V=;=QXMD1"6
MLM>MRQ(35&?<&<-@L0X7F?6RH(X-'?O"H\$X\4QV7_6l.YG_6%ER_DW?
D_+B^ ^7U\;04+M*V=_ =G/>/904U54GJ8O. M^*|7|U=GU\;YS?7UV?WE+?SU^N;LZUV5-
VZW>C4<-J>GK=/3X3.CX/W3Y|65 MMWSWS+N6#7;8&O4'1S+6?FLPK':
(JS#6|K|W)&/MM4Z'_2,9:|_5&SY|/'JL M;V*LW59_=#SRVCD:/0#X=O"|*W7'^NHU>T?
B|P"DNAVCV2L<.,:JHWG^88R_M0Z)I"+:T9S/'>G7W!V4N/23:|C|@G^?. M4W!FSM>^;
|G3C7&_65EHJ|WV.V?8_GB%|CHLM/6-|SP|WSP_G'N.|;U\;D* M@C4(PWN?|J8W|"S@+-
Q9T|6/7ONKB_<|&=|XW."|3X/I&V=+;RUQ#;W#6?CN
MVN\$N99|O;@)8!UCC#|_9OVL5>>X%|!#BG>A:T5OCN^A8,XS_6S/C=M-UWK2#^
M9VV"91%N\$G/_C4TQ%G\$|CT(_EYAZFK\%/|/T|_3S|/V|5WE>>;973OAX M>V*EODA?
I'"_2%^F+7NNB5TA_K9:?'1/F0O:K,0)WBTHJ#)FGJM,CGIT5F4|\$|_MO=9P?
*A4|"V9C;NG88Y_\$5;FXM_?;KN-L9?;PSKKY>?+^|O_V7<7Y|=G=W|?GJ_.S^ZJ9:8F;V
M_<>G\$OFB324=?_O0&Y0QUQ|:LW=:9S)1W%9QRZF0I%SH<_2SWU)OE3Z;|
SYM&H|MUW2G%O5(PE81D:C?6J9C_M7:A&;Z=A>@KN|!#6HX6M|V EXA+->V|B3J?
>FYGW@7KS?FZN|!_E/+^MSA%/MJE#!R5Y@*R,3>|)|<|P@M*>B(C*Q_#66?=-S/M|G-
_8H@_H|V9%83^&65?(?UG_='V/1=Q.V|X3L>;X:LZYDE7R%05
MD_|9|RW*A&1=N46S=W/UA@|!1R%35NF6|+TU^:4VM-F8!O
M2;.@5;EVC8|!1R(|-68U/OF?.IN@UBQ;A;CW)_M,|47Q;
|;QQ(W/^WL(6X^|K1ZPX/&SF6>&ZA6<<@5A_MXIT'6AM^YBH"?
&|GZA4\$B9G6P|^\$B"l.MX(0|=Z':ZX\Z2YYBH&Y069_M
5,59UU!@)|@|ZV|_L2N(!2,V|J1G|W;,>4_!6\$9J|SO?@V55QXA6,8:0FGOH1_MO)T)5S"|
<^%YUB|61(;?;=|W-MF->;C|JO.Q|UI=7M\$0?:F^+AU9<=Q5784
ME8,^UV/45ZW2XK26ZH%GUTX,JIRL|;Q3_B;|>G_-=7YI7'W|?'|/A+WZ%_|
(GFN2+Z|_.;C8|?PXY.DX>SV_%E|(ROO;W%P_M?GL>)ZODFHIT,IPFW|Y_H^F|?
5?|IR@O:'Z8SX+0Z1%%8XL97?F'Y:|5G-G_M_IZD0PHA_M YUU;0%XNK|J*V|P.ZBM
PH8+5J9|!#>.:M3;6U9M"UJZ|!K|MNOP_|'I><_MP#U"TW6L36OJ+;MQI^2DD*AH!&
(=9+A9>,ZLHK^|UQIG7HR48Q>5K+F4L73CVZ'QQ?Z;TX7MH')+ZN%YUKLRY-
NI|LP1L/.AW9OG&V=73(-MM2,^>K&6>+&*2K|*F9;ZZI_GZV7%=O?7*SD\$M,K7^E^K?
*WRM20H:IYN^:OZZ>LWXYOIVY.2%*W,6-;L=MM%5-&'OH-M|C_Y|M.'C;A;U1?3-
1|LK'0U1N.1,0H7QMFCY;Z+|W6VOF_ WOHJH6SXWU#E
M=\$YCK6)|J5H=YYV1A_ZH^Z'_KA?D?"S1OG|;\$X#&^XKC1|4XP<8^H=NIU|5
M+V;7J|L^)|2|"7=WNR3G@L3G@<|2'AL==A9-K/3W@LA9/Y|QSO|O9
M"+E5N3DHMU:7TZ_|/YI4IU|Z+G&)^=OUC3&@-U92L|_67Y@;8QS.|PP&P_M:(JZG78:-
GW|U_6=|?GJ=^NO<+Z*R,&FFX\$-N=#^!^T_ W2DFQ%8%*N(
MTMTX06MN|f0"|G+Y2/(@B*H|HM:)J|_!L)O9_\$BNEBL+=9.!!H+R&-S?.O>72
M|J>6|;OC3>#SR0VNO&N;LDY%-|B4K*>U-ZW>-P_MVH<-
WRH+6L+0.?/S|_2VX"6EIMC_KS|/9%FT^QAW-I \$YM*96\$%:-
M,V=*. -8M/3@=2%NZF=W33;:I?S>ZYQ6+D)1(_S+P;Q/O9^O|V|WYV<7US=G7
MFV|WTLXUC^EE"4NOD:U?B8Z>UTO1,%K|1>E5SN_ ^G2>|VIOPSTC':3|3FZ_5%K7-
^_-.ZZ:S'-<^ ^O@Q"5#UBF"#1|0O#E@|";VO0OX|:UC_6C"9% M|. |A>W/C)V#6G7YIKP
_.;3^&(&@3E=K.&D#0.CW>UT=HI%I1:Q.VBW^K6| MTZTUMWP+D|!;OA\$0|H-
TT&@D2J;.:ZOSS/>US4,R#A?K(|@227-M|>7NZDOK_/J&&P83D&M\$34TC"26;
%^O!3XAZK439|H0_-'MS>W5_W=Y8=Q=?|U|!|^<9GM'/=2+^W1S4LN<*KV>AT
#L,Z3CW I:?'|P7-. MO=ZXU6D/*IUZN|QV<-H:GE:|H9;#=#&).?SS_\$>#./G)F,+_0,?
O>,J"TBH! M8_/s|2FY'+=&L;1 ATI=|'6V%BOYUL8_@^|;>K1=X)|M&?&-PLL647.*53G
MM/8&96ZH^N;P;|TN;|JN-3/NX"W,T/,W1MZ'1:?'Z+O(ZG^/4OGABMSAP!|66
MZ2'3DW02|5X(W9B\$?K\$=)YT(LY.\$OLY\$ELIL|5-YOC|M'YZ'"N1P81F?/#!/. ML59
2E60R6YKW-XZD:A&F0*M7R+5D+|*TW: ^L*VY=&H|!9 M|_0*T|9V.K>\$3\$?L|_
UW>=Y&'!+>?NXV/"2K%+E%\$J4MB=VV%X_?5K&H93-M
M5T!;)&Y6%GX+QK&D_(T|: ^L;H>F7%>7WVH/.O'O =3L4A,^WC?8DR8>R@?+6

M,|>.E'@4JF O\N68K7%62B5HC\?M'F2G7EVPO8#V65)5!@ "UITA\BMZAI^CH
M546N^T<[?I1V \R\T.7X=|ZOO:>F9|=H.Q'3'H7V<_9:.<>2\XRU\!"!<=
M*@^TX\HL,5WL0.TOTG\F\2_23G\B08W\=?E\$PB?&5:@BI97BJE*|S>A>
M\0T9ZZ\Z;RX-.6DP%[-VZ+SD=Y*7?*KSDE\|M+WE4J2HVT_/P*)NK_ZXO+V\|
MNO^7<7=^Y V*S7&4K);'0^&G9@P"DT76.9YLR8;(Q@O5PBW+? &A+NSBMW
M!DOG8Z H0*!;2PX6>F;|EW,0-C#F>Z\Q20L4! \$F^)^MX*+UDYHK%=8(H8?
MN\9<'81P)P_Y,|;+"=@8)RO?>[1G<*|P88:&ZQD7UMR\$"^&\$3J684Z;."(UB8 MCF-,+,-
V\X;+|)=NK48\$E95;GD3PT/#9@,G^7+ENJ%P2G\|D3
MG5Y6\0V'K6\NIDAU11W6UA+UQ&S4)Y>IEJA=5GVEP,X\VF!D\7XYH.0V2MB
M\$G\DX@|E|S!*_.T\$Q RD.S-RMCE!EFW:G'
9-APN%70%?'CPK0J8L;,QL*3Q\PA\HQC!0\$|.T\LAH%DPCCLG-CPC\|+CB>XK;PIV5+!-
M@E<6'LE\WCV|M,|7N=TS4VGW*;,VG47P)0+|*N\H\$&DW=UMQ--;K&E\|;|8A
MBI'1QP#.+'HK#'"U.'3,|+D\|9;8.NNY78!=9H>&M0SS<|J8+;|8&^ZJ?/M*L
M>\$K6."4!L^LRFYJ?D+;8RA.Q.STTE+8/!C=|P;/_7\$0#SV9'O&R?G^;|*|39Z)9*&UV58|+
(I%=I7UL!.GPCZ?8% MF9:P@LRBH=.;,|B\9.\$|N<;\$+"WCBJGNJA<8&3QY;=ZTHF\$EP9
MYTY9DTEIJ:M&;"1\)|EWBTG+/*MP6 M0,"X?S2C\;3&f=|1C+;;ZG8/,%JX;.:^.!(!?
R+ #CF_TV=|FF?,%-<"33>/@B\|M.E\|L.NMM3Y\|K+!
(,1HR_DAFWR0G^31C\|"@TRZ<5T/W!9S5YG.3-85_E.=22
MJB552ZJ65"VI6E(K2ZKR8OF:V\3P?1:<|@|??>;2?HK35K^-6P"V OROG@W<
MS:7/WHT\^XU/4,|>Z\T\XHF: #*M+X)R@G(|^5F;|N:U2;|&59+_HJ34VG
MW>K4(3R\,41V*|)\$7=7@C@G M_^S2.(?CG)\&.3'.Z6N<4_\$8USBG?
(*Z&N>4XYQ:#JFCPCG#X4A\X1CCE\$|33"*<7@CBGMOUT'#BGX&Q_GSAGJ'%.Q6-
IKG%..H<4Z,>CY|%)=UJ#_N 03,K=P0%XG_5HCW*T8TTG MK0DE-?
6HC\5DJHE59DY/%)S1Y<_\$.U9UE+ZON4U&-#6)I?^J6I/77&=92. M#
(H)JJ_B6O'(H,A\JB6L(R*#V2W&/U1F@F#!=(IWE@RH&H,|ZD0&159+?72O M2D<&N;
_Z^\$T4"PR*&1EV-\$94!6/<8USRB>HO@S=(|SYM1Q2QY!Q2:H5V,G MEN/_9TZCRX%
<4|^V:5Q#L40_GY'=>T3@G>XQKG%.ZKW2_L/OJLF^ M.BJ'H?
F\$5#W#+=VS;|&E/3CG"T?W" MMB&"<6KN&J9^! MW*LSI51Y3X\N%R8C'-
TOK!3AZ'YA\$L+1<(J'N"Z7\|@V"*@|>4(1<+VX9P
MZLO)41\AZ\$YA,L+1G<)*\$8\N%"8A'-TIK.(|KCN%*>SD.@J\$HSN%;4,X-9KF
MQO&KTIW"9)RC.X65XAS=*4S";|36,5C7'<*V^;JTIZ<0H M\|G1G<)>DA*,|A94B'-
TI3\$(XNE-8Q0-<=PI3.)AW% A'=PK;@G#JBW;JCW\T MCS
9X>@>8:4(1<(BV6EH(&E1CB9 UPS'F\+YFD?3CG"J97Q^"@0CF;(V8)S M-.Q=';5"(B/
->,-..QC',TXW"%8UPS'BNX)KK>%NZDO;DE\$U039;5,56.=W4V3B""T2S'
M,L+1+,>E"\$>S'\$L(1|,<5YJHFHRHHT(XVH=3CG TR_\$6A%-?QOIQQ*JZFNLX
M@7,TUW\$ISM%@G.&VI-3CG,TU_\$VG*,9<@H1CF8YEA&.
M9CDN13B:Y5A").KEN"+|T2S'VQ".|N24(YQ:68Z/ N'H;)Q"A*-9CF6\$HUF.
M2O&.9CF6\$(YF.:Z(<#3+|1:\$4U"BIQ&.0#B:Y7@;PM\|JK;@',UU+.,!8<(|F.I9QCN8Z+L4Y
MFNM8PCF:Z\|BSM%G*\$H\F.MR\$Q\|D2 M8'YKG)/!.9KQ>
O..=6>G'*)ZFO\$X@7,TXW\$ISM&,QQ+. MT8S'%7&.9CS>,D%M\|E"\$=S'4L(1W,=
M5U2_FNMX&\(9#D<:X90@',UUO WAZ&R<0H2CN8YEA*.YCDL1CN8ZEA".YCJN
MJ'XUU_\$6A-/14:IRA%,KU_\$Q\6LKQ^(^@A'3B""T2S',L+1+,>E"\$>S'\$L(1|,<5U2_
MFN5X&|+14:IRA*-9CK=HEN-2G*-9CB6""|1\$;MR MG*.YCK=LL?KZNQX+SM%?HN%4Y
MSM%%HEN.*ZE>S'&|#. #I6539!-5E6 M1X5P-\$-.(+1+,@H53G"T2S'V\|RD M.AMG"|
|17,=HWN.*;Z5YC\?A'!VW*L'P7.T6PY6W". M9C^6<8YF/R\|%.9K\6;
(YFOU8>>0A2'#.0,>MRG&.9C_>@G,*""UT!C(@',U\ M+.MBS7M\|P-X6B>G\$*\$HQF/982C
M&8\+|\$8YF\80CF8\KCA3FO%X&|+1L:IRA*,9C\|QC' TUW\$|MPM%?
ZA,QVP*GXA;3D0=U2@_\$.34W\|8M5@#/7^=\$S\$X0_U"9">H,-\$-N
MXD1\#D.N/A%?//^=06D-KSX1V03\B5B;%QPCQ)D)XA\J.T&=MB93W;,:VO6Q
M@*OJ\N?";|!DJK*(#)Y#IOJBP_#_#>&'H+?_6CB\Q)X'GK;/B2ZK*(WO.200Z6Y9
M@C\$.Z6ZZ;|FC5C>Y 00'S5+|AO\|C_J\QS%5A_\$W_Y.+. #E6-N_F:|=&^Z MZ./2\|H\|P.?
%|2WM)3BV\O^0QU.ZU10X>3Q+*\$?S"?OQ;-GUCNQ'>G8\R;
M+ORZW>K\|3\8B(T_N:S\|S6\$7PH-'DB8BU<0DL>(RG_FVZ10L\GC+VG:Z.""?
M\|ZF*+>&6-V<)|_G^W\RF\B9-?5\DW8#\$XV%|ZT?%K_!?= @>=L>|)\$>C\DG'A MJ;S
X\|K\|8)0XZ^D0?6+XBQ)M2'_B>MOS_|O+_T.^YU+=_FC6/3T= M#&?
C\|FE0\O,AZ>|_ ^UW\K^(|Q9^+);YD_/IAS4_5_,YTGDD,>TE+4B.XW.LR08K6949Q37;
<2GO-MSO\Q>?'|^M(89\1:SOMWNFJ_??|6_NW7T\|V\N\|R\|L_+B_@'\V/A>_Z7D^U
M\8=._.:NS5L#_2HD^UMWVJC?6H\FJGVNG;/=6NOE|=7YU=&V=W=Y?WQO75-MW?

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M.+_Y\NWF^]>+RPOC[N;KU9EQ>W9_^;PW&O8RRSGLM8:#5WC-?5TO["WW[M
MJ3^6J8"#S_5ZN6:8RCCWEBL/96@FYM H,K=<96Y%K"";'F'N^8;H;XPHWFA6\$
MQOMETZJH-Q_@&=_5F!OCIT_?C+/9H^E.+<.,C!#F=F7YN#M!'1FP0>C?<"-W
MO31.?/Z>H0>7KWT#-I&JA%O",3ZU@H8!!JP4IP5^8@9&8(6&MPZ-B>5X3I_-I
M.A@7NZ@2\$C<8M!(J)"ESE544TSR[7M7IM(9Y^Z FB7I:P J63V!B"[=R-W%M
MCLJ:M^KL(-?D8QN?WJH?DVP M. 6M+5A\$T!@-WMSX_;SK?)='^A!@7 #.,
MV=K'O^..O"C0&".!H90';XOA;JIC;2=)HU^S:-(-DJ\$(WY[+ARF@3>!>X-H
M/"T1XA*8,QI;VEXKH4ZOI:=1..M:R?1PYN&94X7AF^M8&? Z2CVBF\Y%IR>
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G48S]#V_=FD+TFJ".G3=.)'Z>E\6MB@,3BH M-E_'Q)S^\$\$.!7_ZJ%
I#A9G5(WI1/NZB\$=56B\$J #K?64UP5 MR--44PVJ,47-E+4 ^,5R9R; %S05\$!(V8>IF
_*FSAIW5E-!Y:7&5!KK%>CV MIC%9AX;U4YHN/#@W^U" MJK*,97HPPHJ@^0K
8DOI4'T= >-.6T>,<181XQ?(RNOVIE#5MZXVVJ/IY>5 M-WZS\$>.L6GLSJ6KWMV=?[I.
I[Z]NOAIWW[I];OI5Y67';4Z%6-O2<75SBN2 MI?1:*8GXN\?+-?RTT)C
ICC+;;JY"8^;!CUTOO)&N/)\&.K'@\$%NN""NTF.D7&A&G&M;0OM0..&L:-?
W+?"C3'9P\$O-X8885N9O.?.F:.*I)7/PLCBJ>?FBN8YP(M M?F>'ZRL*3P!3D%G
T.=PY33P\(%NM6DUX@G&PX@>G% ;I *@? \$ 1Y++OI;D MUUK&HN+OPS;
I6:; 1LYZ/G:.*JG<.XD)#>D\$ _YQCAI"U:G2;@/HQMWTQ# M#O%AIH\TNNUNVSC!18!?
S#*K"!P"@2SX'H;/K.?AWTQ_>G"Z-*#.G1%XEGW"IM _J/H20%_TIVU"MEI
M==GC>G25R7!X %,, \$KU!69RO??C(CV:=PE0A[I&Z/Y77M7=YF;'W8=+AC+'1&??KZ
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W+CW=M39J7IPGQ_ MI=?P2"N^=%B_Z#ND#/%>FCKD.K*I MI!-.%-5L!").@#>&D,1H
<[4(C&!N)T9#BYHAS4#E'[B+KA'F)D TBYH9_ZPW WY0BLZ"W8KF1S',#;?02UOE,N MD-
UUJ_J_7V9K?8:CSH'#KF"JA%+F'9K]G.24:L5XF"@7_-=7E7;6*&-Q?7CL0=3IN
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M5'C,P/^F_+_%I&>O+&X4\$TD["\$J8R2I.C0@%C%XZ>3M3QFT!1_W7V=8E)_5
MUJ.OYU=?Q^G8YH3,/) <@R&Q>P.-JR;\$:2M1 M"_%AA/C+S>WO9U^-.
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T7>H#BBM42V\IOL>-Q: "N\$F)//I3/O=P;M\$;79T/MJ_-A5<^'?
3V/N)'SOIQ\$UIVSUZ27U;?//9^=7UU?W_TK8X\>N0=+5*!.!F.K0 M*_>=?".?GN;=Y*XI!
M8*9Q\7#UNC6>I?O@C%*/D22("LC@IS,+JO-MEZ>@GY@-L7!8>XC YD\B^MS
M,!!>?.O!) +9 ^!O:O5@[YQJ>;UA8/HDIT /T*E#&||FD07G.><\$-1B92'RU& MF?
MNY7N/HLRJE;2#:A*;.6.") D7A4)Y>/O=@#3QBW3GYV3#L:.N#;C!&%SYY
MODFW@>NQA)I%:TD%CO@#K\$(IF\IMOV9EBB\$K!<&BJB;^RI'((ONL^WR*"/> M%
IL>\$^DQ.IX.UV%4N)#6"3P%G\G(H\$0,59L#+>YL;FVB%1\$|.('C>S Y1# MGRHE.5T=U?
8&HBK8#EA5\$LUG2> MFZ6N!38G8!X\$5AB\,7%I&VA;XQTBA! ?ES #-
@9DTC^I74.KL6JUH7:6 MI(UJZ).9:\$NVPMI*/W7Z)-2@.I#@O14&(^0"K\$1%J B9P%ZZR-
D3F7_ZR4B MI!;0?;+W(B^@3FFCT@&%XK:1'9M(!A&OOFV.I57Y*5S'(NQE-RM)R:+" 4
MM>&.!<|\$/#U;3^G6B%COHW_2"P\A.X.EQ-8WV#X^3JLL-
H\YS#WO&2.WDV0XN3T\>+5UMVUP0S.AI OYI MY=M3>B'DAP\82PV3E2#F\G^?
JEG/E_-OUJH:HJIKX(GR0\IS3"=JB#8OCJ MK%^E9\<_I"IO" Q%3\$=H=Y*@;-
FNHL2ID\$"JQLNY(<#-40R6*K-%) \$W,YC MJH ? '@;XWZS8DJ'_G7NF\$&L'##*/#-:3/_F0I
:@6*T5*D=62F\&6BV01I-< M6C-T3#B;!&I9^C=P;#D=ARKD<29S\A@E^ZLG%HU.6I-
^YSF)1<-!JH>I3VQ MJ-N!3;K_VYZV!KWH"N9TQ/U-IK H*LSG^OX0FZI2?%GE?
IU'/#+#F>'ZGT?"^H\$ABP1AP(=N\6K)5S6ZVS'6SOX0+8MPB&7(-I4;Z MZZ:.'F^0R-
@IKVW+33NA,(9QBIR-Q'9^:SU;IMKB;BC^OUV1;RT3C!G#.0=!
M5Q&B7;\$0#.AUDAAC#FNIFHJ;8I:40%UW9^_LYPU!K\;E9.V7*MFTPRZ9D
MLE\JLSE9^!D)I0_4D-!N;JR.);1|IC(=4"R?QRB" P#I;T,\$QSD2.%92_#H M
8P%L/MF=*#2IW27YXHQ\$>P=)0^1B%L\UD+;CQ.>!Q3C&I684;8GBIV&H!K M+Z_?
3IX*T>/AMJ: #7XUN!I5_%I*!;?TN>SAMZ\BF#%&&W\64&<-W;9>^W' M>?
JAI^F'=M>DFGZH:IV0IA\Z! ?HA98B\$.NU1JU-'QL8WZ.02J@LOZ;=&H_' M>|_&?9;
I6'O\$'E\$W=!! ?*(L/GL2EMF=G3G91SZC!F#=#3^MKWGM C?NQG=M70\$P'P!
H^FG5=IK?ZK\$GGNOF_4 N2OA)'&=SVOB'2EAIH^W7\Z16-.1X"VIE+;G>;KZL>G7?
7J2YDZ5D4\$6.I^>)Q M?0M2N\$>)>@<"G9=RW*DKY?

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79FK"5;TTM|M.RVJL73>S^ENBY-FI^6.*U M?450GW;ZL.6_U67IC92Y#M.,_=YI7LT,'\$.AY
7K!;UW=Q?T*>;8_G\$;-3(M(L;\$R:>M(6EL.I^LU; #PS12E2FL,
(6^R:I*:19RJ!E/MH,U!@\$L"W(O)"K_ M00_ ;6!HK.<27-?
4M#!,0I5J5@N;7\$H_ #K@^(QT0=1BW3BD'\$XNL",A#3QG_M(S&ACRW.4Y&@W-
\$T*93%11OFTG"Q.+ "@\$1L.QI0V<+MC&=1/#Y(I=OF:N6 MOL'KX8H\F3^
P/7R*^B544A3=21.*2F023MP&D@ "Z6PB12"SZJA:PH!OK-< M&VZ"Y"61!-
IBK)*J^:T(1DI/X9=\$/S!^AQI\NYO-8N@V0-!=9_WSBNI&L*?!"! M&?":_R ':E:4N-
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5*D#_L(B#YZN\9VB\|C^Z^K_ I%L:.^**HCBX,6.P=>*HOFO /,55\$6JPFN MN3J T.
IQR\$:>E3U+;H5CNW;154=V =_U7DIV\|0Q;5' T_ |C^=XA3 C%\$=U, M&:FC;
@N\$K3#LV=5L3P\$TOKN6ID("0K)3B%,MM/0FH*)"BQ<9],DJB=\$FLE; M9I^+%-#
(#.TA\$79,!(VLV)05AS3:@I@/?RM314?>T1,#2#NFO MP2&,&+4EWE)'XH4-DT?T+>CKZ
M'D+70^AZ"%T/H1LKJO/A?KWXI5%\$I_ ='PMS.I^L?J8T;'OI&C("VRMF+*#Y3C=)?
@PX\$XUZ"RPJ,NF)=9ID)992!X+T MHIE3E;6J ,B)8288P; -1LPF,DC\$U|ACJC/ZR\$?
+D%LQW31UT")JVF2VF&S|8+-,?|MW|C4*|+IQ(IJB|<9DZY5L^189%(6+W*P^_*CK
M%UY!';VP UWJR781PH.<|M|NZO4R|706V1TUTRYEG=!+(IWW4E&A3J9-B>|!
M6T^:AEQBU2Q-(@!U,6@-XA28)K6;%'?@Q2T|WV(JW>)3U5MT!W\$B#OSL9!;? MI%?
M'GUY&%I;60HVMBU/\$3|4B;)_ KNDU<')@K^XLS MM!6D?#1^YSO+?|2GY"
WL%>;/R/82BER|? M6OEOI:ZF#P%EVY%N;7I>F';%+5SFZF1-KG+;6RW@:7@87(!I
|P=HQ||-L?LV M?.=^2.9;Y3@VJB>L=KKIB>T-196@8MWBBOS'H@G,
IVSAU(Q(O>|)=;JU6*L= M; &F56L;??NT,VQ^K_ DZ;KN\H9?%0(I&&ZLP|=
|GE|_7Y0.EAUAC;!"8T|JO M& ,|9TSHG;=?=LJ| VW|U?I?+8P#A13UH^TUCL@X-
)UK/X7&M9ZV|X- +-RA; MN6%ZY<9ZY919N5'9RHW3*|=IZZ539NG&94O7:6?
6KJO73IFU.RU=.|U2K|I2 MF%6C.YL?3PP2K6|=W/R873HY_ OF3=&5'N+
#YK*VF9_ '%|P&E.R2U2D(TEE M'9/*@P -YF=?6A9ZN"FY1;12G_ HV3+AMOL!A-
1KFA|+336GR|K\$^;)812N3O MLDY>/"AS0A\$?GE/U<^4#:';VZ,|_V"Z|G^X.|7T?=-
IL%B6C^V" M*GNT7/SA\$H7>|^WU\$B&+8_H;
<_8TU: ^QQD!@D0X2*Y^,3'6QM|)M7@S|37-%:.-6.U5|-(M|3>-IX4|7; ?HK?6QE(+L-C-
HG=,!Y!E2>H-ANA#.DA+!,76/3;?#). ++_MR3/4,.\$ID% ^NR %8*> G^Q0@K 1?Q?
6ZGHN_8A2R6QX+=//9"8TMR#L@ " V M&PO+;H(?1B\|R,V!80.PGIN/6"K/LC!^|V!)J0@
+_C7X8)^W:#,6=MNG'1R MD!NK)6'\$#|'|6*!|Z|^6P6YZ&|W1'ZXA|3>.W0 MQOKK#
PI'@7_X';_Z! M3Q")! ?PN6*^BNO7(%,+|6@3CI"?9|J/%HN9!|"E88KQ:A-E:, ^H+|OY^<-
M>A6RMLC.,8, #6T&8JDN8Y.9ZEOK\$8TH/U|L3)H3,J"B3!=NOL':6@|>WNK\$
M3(L8IVR7"FM M; "|7U.%|FF4|ABI0P,I/\$;)A%21!&=1%=N#YX%TFBPMU0Q)
H#V(^H(D=:W MD*Q\$*C2+*%3(E
4)"_C|&O@AICU/O#5|)#6UH:A)A7H4SR*R(.85R3R1<\$5\$ M0
ZW=+'.SH%!.28G*|DK&UPY;W:U^0"|YH%2_*7|!*N9YHRD.;-MX%L68V/
M84SW\SDQ#.Z;A*LBM<7)\$84;B)')F\$MY*G=B6JN,;H.*;PQUV+0B?Q.*-/F
M);A|>,HX9SV|&18XAH?286K._P@)\$ROO>6A69J*!-Y9|C#GET M!*<
<"5B)'GU^25U5ZU*GCQU_#5,1<|B:SORM7|_0+-\$Y=P<%LY3B>:\$_->&@L^
MK!P&=DOV\$>QBF@;5. M|MR&>|1Q\$51YC\$)/G%
|P4BMSP^V<0+JHJ#*I:21B)N82J^B)LJD/XOM+B#81
M7TF_BUEL"D6L^<|=I:9@=BLH&L=7Y.\NS0=%P,ATBCY|2A>/P4Q*:"FR|(H
M5M4TMD3! ?YUF%5OFDY-K!R..4P3K/A%O %Q7P6Y%|<_B1/;VG+=+7D@-OMX
M5%R_ G*A&Q@C<<(Z^>JGW267SY<5R&L|G""Z_25M#G;2ED|9TTI9.VM))6SHZY@-
FR*\$ MJGS,?U(S;>^>(OR1SSH0H/ZR*#|@P =!T84_D(+^Z6#HT28!Y\$3ZCSHT>TA6
MKVZ-K%|Y'4S?=\$!W2'Q2RD=SF6N\$XB-1KF/:12*U*1+,7R7J!B.SD97|9"('C'
M5%FN15';)79VX?N809MA\$|YP446A5P)AF_++/O+ J'GHB(M/GHV3.AW&;>
M>A(2CVX>1^7,LU@A(\$X/75,8"(X\$!Q07VNGTUK.R
MMRX(7S\W/8@)BV)+\$YEF^88G%W99(W=\$IMM4NF-E0=OAK/N_>&X;>W">*0,Y
MU/.%7>7R@LH|M.'V2-V.;4!HD*KQ7+?Y*2+= "Y#T5*B\B.(9#R |J0|X.I M|GF&!|A
I-6KA7X2W8?DIZP-A*08(^-/ \$?O;Y?EYZ,|L)|D/>1:HXKV4!MK5#
M18G;GGH#E"JV5\$RIF<+,E4/L;ZDR6,T4YIV\$%44.%MCR6?M0)/BUEUB!|B|<
MHZ2SK|/-6108SNGIOMR 6WV\O"5+2Y7%Z% ?P;|T!DUX3_P_W|WW|U|RSN99 M;\$?
*K2+CH\$K(M#>^TEP!(P2"J9!XS)HM<(/%|8DA.G^\$*WG!|&>K&-!U6,B
MSFWJ)A*M8F!.5XA_B.8N4|<+4#8\$;L^|/4?'LE0)Q?#%,@. M 2C+^_::E@:
MH\B=LNZK"ARQ4RLM;^JT|)65>75N>UAERIHW=CX#X',RB&3M;X1/A5JQ5UK

MIQI(N,E375\\$/>2&TV9T7WHS,0)&?T(I6\#J69H_Z=.(C_V;+'B@R66&"9I
M5O!2N2I7>YKJY1DCB:,LSS?I2-K;"HUIJ35XJ3I1MIM)TT5&=;N@CGRAZS^5I
M=^MLV1!UL?X6J=)/S,VOI|Z6R286?>4.<(K^I:#U?TLTA/BTC4E0\O6D?_R'B
M7003"IVS9MPMAAZR7#NA#7L=A.G \$(KN^#?,@K*G%:8+D\$G=T<:,|MIY>E^E
MK&#^B8V:7=8|O2;ODTE=1;'@U/(M3#1\$CY:<45^DZ<16N7*MJK*>WE!Q^TUI
M#_K&\^'??"OPD/?=.\$^7?QD&8|DA'DDLW1UEJL.TM59NCI+5^\$LWIYO!J9500Y%62N
MJ1."42|7!_,CLCE7%#7'/(#)OBM\$%)FI\$&?AMNK:GRZP8GOEV\58TCBQ?D81
M\$B0L9&G!#B,VH5 *BWC,C?Y?B2X>,,P^6->/C2Q+P82A\$IG925Y8K6-!Z!BE MSS0N&%
<+=F'..\$*?LNP5%%>W1!_Q;,:|0>7!AL981AU,J?|9FFG6UQ.M3&W@_F:9
,CV0AY;=G729YM'VA!*[BNBW|PT=M!\$!\D&&+:.0)C4D:8^0%*
MI8GI@VH299R<.,2+61#D,|_D&Q!E2.J?5X3Z7JL:MY MLJ017IJ"=T&<02X%ILT
^:FVS"&19V3J&Z5&65/'7&-V/9@.>,83J|VTP5FP M3N#^2C/PL)?
|0|B^"F0|G#00L9!+W(QR&*Y 8.?N+(@Z('|ZE;
MANT&8))-8.Q!RG5HKD2WW#N.D?"0+|SHIQ@A|JO8X7=K!""L%OE-^MPC(:
MW@1;06&"R-EJY9NP%9TCF\$AX0*T,G&K.BE(*@NUM+E?>(S=:V4|];/M+EC\8
MG^=S_"RP';,XE"Y|CTX&Y.+DG+7%X)M.9&K_\$:C?
OR.>%C9ZKB146..6<89U3B.7=A+74#PYHCB1_*
M=^\$H\$@|*HDT!LNMLN.#3XZ3K9Q*9.!L8+Z&CEJ=VR5!"Z8B?QC31X'QP_6>M(MY"
*,PG6-7F;-'RP|PK\%L+-F;1OV BTQ.>\$C4/<.7.!F(N849KR(O4=Z: M&6N7NT-
82S!1T4|V^1LGN?OW7"8;P@JW3JR#;J0^WTNH6'(PDB-GI0).O)\$KLUI<1ESI>GY4+!
C>HN3OUS/"ESJE,)%2F.F'A0*9L-?04K5L M\IC<_?9K;_SQ&XK9%\^;;= =UQE!|-O-
>W(?!/S-?(Y'9Z|2#9=+YPNK("3
MW1\$7/F_R4MQA|\$0|7LJ;N&R\7;#,%TNDJ8BXGXR8:ZC?
G62UV5A\$M<>ZX>;#M2G)5(PX90|T-8D%+XK6\$6>570K^%)D3IC"E..?#70) M43^I
6S"V?^7R,M\$KF 2%WDL0B7MV|ECKT|\$5&G-8QICPZ00:RZ,*F372-
M)SO|YK&7,A#L_|8_|BOEM1^*(D5R*JA/D14(*,*EAL8R4W^G*BMGT=Q
ML_5R24G=|3."1*H3#03N%-')9=C\$WA(:IX*\$@;"Z5VZ '7G=Z8;G*9)E%F3V M@R0>S|
(BSI0J|-VZ|OP=*)<@|(@=1XTS>|CC!0T?.\$OKQS&44"!;LV\$=3-
MS:GMV\$12%UJ*+Q&R4-W)@*7|DXJ#.9G1XP/|7*Z|I9?HV
M+&,0K.MEL"E>CP*/\$U|AUD>|6M&AW"<9CG3OP*;1&E4E&?%"?)!D4TG+4E
ME_N9R*X)*S.=HO#%I\$X2CO'%F|EST%PD2-5(1Q^U//\$Z6E,D M!I9E=A<5THA50WQ
.=R*GDZ|M0441|H|&9-ARJ@U(#B>|C:0FRY6;=77HW)*#N2&G.C=\$YX;HW)"CS@U!*;1G
M_<7>|H9|J694W|XTY_-.N>G@Z&LW'[M#>>=>;#T|_|KNC7W1&R7O)*-'D
M/#OF3'1SLEMVBSK4E/_0COA#F@H6:1.FSH5/P*\$>\$HSSJ/4:'
I"%+ZY8:|6=4!/+6+OHL/95W1"SP!;E*^5U):MFK1R+E1>GY)+%VHM9=5('E|R3D;0/,5S-
BO|Y2AYY0!G_W.B|+:|7&<&BJ0|YV0+9X;K+
MR|ER_35>|HFB63MU>"N8|O3;1F|40GI2F0=|>)3-! I276M*:|V_O/UR9|Q| M-
N|_<6G<7OYQ<_W'U=??C?/:RXNK>^/L|H0+RR^77^/^/N0>'6A-^SOMO8>^L M-
|DL(W>ZZZ3|OIF&W@143J??-+KM;OL-RK)2>?*V^V@%(04YDP05;TK,#YL'
M/Z"74P5,1SVZK,XQ38PK;8;Z(?
M6M7E|O604=,)3849D50*PS/Z2^OP%MNPW!NCVS>6<,>%7*KSF67K;(Q|:8-?
M1/RIMBVK |FI*D>MWQ ='T/7+PA,JDK-*^|BA+>K+BK=^5;./,\$R|A#| M7J,Q89W1E#;|
(I^3#MVG G@(|/HP)+|P@.8?<2<&
M/.E5+K*E,DF+/,/%/"W3,4M(MM?|CL0IOC64((\$4AMDS_.R|M|5)W4"SIH)C,
MQ&*AF(6)^<,LJ&1%BE-R^\$L>8V;E!|&?>'ZX7"^4J>;CKXUOT!BJ0|(DP,;Y<'27/Q?V!
(ZJ<|&\$Q8<8A0.=N&RH2Y4W|;:Q:BU; M43-
X>?,&R3B&L(M3"UM",|=D#3;"UGV|2,B5NES??+>/2%'7T>=_S MVV|2-R6
J&QJ2YW BX_S^">|R1|+P(KO)+V0/2,IAW_;/N;WLZ Y.1HB5P85 M!|?G6U+)|7S <1W6+&
(JUBJB1Y1Q-A8N\$P'N 6;M.(:8XQ=A; +0-J3GHS GS-J
MLA1M,CXGYC6D9%IX(7@*3.L4IM>QX-%|PDKFBNLDBO!)6Q-^&NGD=%5GOE>E
M/43OT%;@E,Y-9^2SY@-|X|3%"|*|UB,;<>="8Z*7E\$C^<;EO|?VH^GPL?YE
MT&XWVU0Q1M\$OAY@_"?FYH>T7K7O|""*,%^NGIEJ05^9-(JPBK5^&DRJE8I?F
M#RNC!(4.3:F477-5A|U6|YWEJG;..EE5)ZOJ9-7WDJS:..^MD59VLNO=DU:-P
M\$N2EHM;JB./0B4%MF|G49'@;0V!_|OXAK:(7+\$?7TV)IW:Z|HS5|YE| M@5F6|(I'7F% M^
^_H86-80FT-/CZUKXO#A)|ZG95" 7=6K,ULV@_6V|S#E39W3QL|93R-Y|9
M<|N*CA&^AX37*.*6*@|E1HPYZ*O@38G(>6;|06ATOMFPL)P?TR1ZFK|*_X#D-MH'
WAA|)#O|Z|X#I(%+^!BBH;&,D")?R@@S3|;Z4HBJ9M)(4Q=BD,C, M0%Y@/#D#()T*S8
N4JE"6^AZ1KZ"8_GQ6-RT\$7OG>8N8;D;|0PQ1&E3JYW; MG@/W118NI^FJ

:HW4C<,&4*KVJH:S-B(?CJN1.1&,3K+C,I(YJHQN2AQ M\$BW?
XM4Q<#^|WG%8)4+*/3P7 YULC\$!P|YZ|L3,O!D*>9|E|SKBG?|N;O MX5R6.1\$B
H3Z|K Y|Q=?-\$&_|Z/ZGY!25-RT3K"5U&')KH2/\$D,/903J;^,MC,&U2X&6/,<|X6D.L-/I
GFD2'P+5|B.|*^G|H3T:O@(4 |SM>-LBU U8T"1 M ?3-
N)J('8+T*BQ,O%|D>EE!ER=J|H(OSO B&|Y/5!%KOS-%^QD|848H!|4, M#&
(="\$48W>&64M/B.DZY"4|18UAM%@TQ'=3)-5UV&3Y?U|DCAJ.D)-QF;APY
MVXJ::U3I7@'V^C&I#;!%W&(W=A|J'H6AGR3>-
CV+&|C:6I(H(^P5K.6SINL)HSTO,-8^6L>75YK/R MD AI5;,W59,+#+1+2.\$,1.Z5-2D)
<(KMOF6X W|%)>R|JK#DU5V#I@9T'MEU^ M8;2IE5;.*
#E "A_:4|P+R;IG!%H:YRA3T^!|#\$6"NQ|R W|AE:|!#S.37KJ M25&61XC76C|M?
VJ3'X)U1,%%Y*21>+|@C>3YH|*|&JU>U52DOXR8-E#D@7! MV;(%(4?FC? %B,,2::Y-
&WD,U>^;O4VKU9G'6&*2H:>*65D48C\$-!YO|0%O M9TS;
.MMF/U#ED>9G1)10F3CDKFQFZ(Z@=-*)3S-E&ML#JL!(NMC\$Q_3=F(C
M#TRMEG&&|J.8I|H-R|Y(?\$T:>6I=STC'W!9O)5Q'O3K|@EY,*HI"L2OZ|
M|J:|PKL;8U,#H1,+G^N+!?.NG-S|B4"A*2EVVT-7V.M" 9:VL)ZM|T#)7=#
M>?'@=B.BTXY7N68KHGU:R9W!G!@|JU*1!-452 &IG!K\$IM%MC0=_5<>.H+>M
MW8Z@4>3UP^.) 5\$R351VG0QOY|YTK|73, WL\$*L:MJY7DBGK|^
|MWOCHVYEP23Y0!3%3|U|7ESXH')1W\$;UF|O M4:|2IUYL4NY6W@%|N?8|8|JTTBL24?
=-:GUL"((|_9?G|T|<#KTI7W56I M8@DY=%YQ-DV>5QX#U"O3E3UU,5*68"#-
|I'S%>Q_N:,>|(^KRAVX MG;&'|JGC|<##*W<|UCLWQ>O9Q!2Y.VT66OZ&66.8>87KT>
(AWUKP5\$|M>+T M%66G&L00RU*U';&+&YN;|^VRR!R%=840=BBIQ=F4-
Z@MMT,C!,^LNRAS MUK+JRW!AN1|8R6<8;V;6B\$QD4D8?|T1!8VG!&%GE57S3?
\$V@K)RSLRA_U/6J MV)O*7O3A*3N3!2NO|F%_|%7,GY0%|<^F?
|^B.DF8J4GT:W+&RA7Y;J)AB:M| M7"LB5G9;>+ZJLO_|Q*)C9&<(4F&3NL|K?
ED"LTFE249U7U,6<5X4BD03OX|LDQ8K6+|Y\$+%Z
MLZJE#%#X=%|HW.SMN)%_ WV?,7WLJ%9C*75G!+J)|U6B-EJR9V\$X 5(NHL M4M2?
K0EL-G^#75D|6E65J"K&W4""V91-K1U0@9B9:HE##J_L:1"1Z\$;%FO;
MK"O#M9#OH*O'<-Y'K|. *L@4V(|41LRV#7"|7=UM#=LANE*KAIYN|:O(\$UDAQ
M':8)#K,D"LT8|GSS/=0"5 T_LR@Y3| 'YXBA<;>>8!7|.EN.3DUKD+L V?1|M&-
!A5SD);!GE,K9|H.5B"X.PY M;U4X,SE7RXO:B+-;6HUM|A6L-T4B|B9-
A3'KF(*9_C"C?:CKCH*ZXYJ-JP MRE8AP4QLE-\$P?Z?
TW=*HNX6>|GL/7.SHFE|UJC1ZYQ:,QRT,J2U8-606<:W
M'GCE/=:%LG|1MS2/FC311D:&4%C(N64%XOAOICL*-=&Z_5,8N|A&0TV,JQ4
M7#\$P57/.,R<)-92YSUW09XA"X5WP2:5=,!KA1)QT&HH))|E M+8?VY&SUY##:C(
=AY%:,NJR6I@ M<:K-8\$OPCBYC\$)-,U&3M|5|PHLF)4
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<+K+!'E#2 OYN M|3R|V^|H+*7LZE)*74J|2RF|N|1REVZKO7UT6^V^J|HRP?
Z1\$!A'^8Z_76) MY@%*-#M2@ BD40H>I;Y)D-08;6.P2R_6_*?P)=|U!'LAGNGG8.01<-
E+1<1UYZEM&%1TRYF52(|BS MJH?!+M6Q9V&R^MR/M#1_6)AFM|1##(7>FS^
-"W0(VLUI3R|PX7ZK,Y"C5B2 M12Z7/4LX(&X**|>&7Q@*:FFZX(1X
>8UI7N|9CNHJJ_U"%NCG1CQ;^R3I< MLER/=1B\$)LL=SK2F@Y^B6ERR+
/3%0G.:/,#W"9N+-")>+&^8^I<1M)U8CO=KBT".6S6N:|O6)9S=FC5<^
F6|6EMCF;TL3_;G*% M14C+L<|%;|H|VANV/^L|C_%,T|Y5A4S1;:'4?
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>+MXHL|YWA+.Z;,&CTG4M@9|UK/:IC;Z8^2C<|X>*'8TUGL.HM=9|&-
MFRSVX3ZRV'4;H>|A47^5EJ|P;C4S6'-XCF6-66D1YE>32HSYP P<@?'8AH(M&7N?
10\$Z_LQ#*X@3JL0%Z;Z|J&>)/7TL5JP;5Q9.US|1|/CL.Y|Z#L!|/R87" M/SX
I4A!UUEES*;_4LELTA6RVRID!1LIMLI@)-O"\$2),)M_B?%-PA>VFJ#-8
M+|43GC0:F\$LKRRYE8+\$LVQ;S10;%"|T^?;+;C_QAE(+,|)H1
MCRD&G"@BPF7P|M|KT\$(+SR&|Y%-SKYD5@"!8G&5D@C.P:\$GOIO.HM (&^ M=V=C,
("6X,,D:L@DTSO=5NC|A>7,JA6'@BAEQ24X*B="0|<=72KS
M|^8QX>;SX+XJ#6Z'4<8J!WE^T#RXW%QG\$Y&V6N;I)Y|0 <&O(+!G>%DL4CV
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MV,6)V9#@C)&WAS2=CFI53HM3J?%Z;0XF.4HLXEYQB*M6<6.3N,>W*KX.WZ1 M#
(%0?XL^74A&P|*A(FV?_C6.Z@)|@S 9AC&|^4>5YQE#'_G_WV:W_T\$<8BQK,T M?Q"*8-
9H,"0G1>(EXI=&WM7|=7X,VM5|>H0UT8J?DNFG40=J=708=5OS&|K

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<|V"0*/=8EVZ4@KKVDEZ#GF@'|"YCMC49..*B*^127E\$ _Q|*?
H1(RMB1A#.OSJRL/P@O!#.N"N M|S">D8=|.=T5Sl.((^_/3,3
\$S#;GKA:NJ'(A_)CZAVI!J9'HC-5V!J!L5M MAW5"Q|L+L*B9T*\$;&Q|H8^/;<;3
@/Z7*NT#|3!)=A;1S8V.TT*/^(Z#NLY\$C
M7H:TW1205\$9Y=U|=300V&OL>Z_FM8(*\$|NR|0L|#N^_L6Y0)K?B^4S#?0B,&
MQ30|&KK|W?,Q7Z;|';RY|J%7M8=>LG=>Kl.JDI>|H
Y0T=!4_5=3IKP=H;G@J>6/XSM+U!:.^5 MX)K)9|6AT2VAT4*;D6D<^#|OBYJG0KNQ+/AU
5'0|VG#L8S:<3!N/C@>?(MM*|
|T\$O**!QU^D1V.|15!%E+MPWB!:.RE.F&Y='X3"AE?.K&6V'Q/-
+J0X4Z#VEO^'9O>-623*3M?(&G M3_NTI
|8.!:=2:E=8AF=U7\$|6F:HX/A7H0"8VU6R&'2&|+ %W\$|VTU|3TGH!OYW
M4|7'''|V,WGD!.0E%K|HLMX&_LM-XL|GXANJA|/|.0,9!.2UP_L72.-R#_:/
MR%\$+\$L^06ZPT689RTV-IT;1=Q\$>337*_S'UO*3A8_L_- ">.FTJ,QV1PF)UR'
M24H8U*N".@8W:>120B|8MD:3@|O\$F|"Y"#K:6JZBZC.,7LY|PG|T2(|7,K2 M2+P
0|@\$4W%H+C|4* :U0;E,M>PC'9^ ^V@> M-!C@0EN+J%17:UJ2YH@5*%:A(1'!5:E622|SC
M5JF3/6!@(*K0?/*Q2-3-5FKF|L\$|P5GT|H6-^%)4SIK3D V442(67=|T '!B
M|DKHKZ=A4B&|@H9#G91)J6!|2|.>%".6|24:.*|9\$5F;3#/A=:339_QS5EPB-ME?
I*TY/|I&#"|-91J:SQ@&^#0Q.00=I8%,A\$K^-;#Z8_\$ZL7/X1!X),)4I+A M^_G2K9GNM+
(O35DJ5,5C^5,:HX8SX1SAU0|B)^+*9(X*-3?WCHT_H03!7_) M#H*
CCM^|L"8>+K0R;1AA.8/)ER^%|UVS.*;J|YQ;-&.L&9HK@|JZ|F=^+4 M_SC*S)*AMP1?)|
8(R5<9KE@-="D"/JT:K1=@|3IFCNA5D. VR:RI'3)(@P MP'0!>H*Y:."O|@-
SO&"1*CN4^2(VV:>X!RG?D2T1H669?O'3YPW#>SZ?<)0*KU/!QZ>GM|-!B\$R(A
M"25*TY.N V&#BOC'EKW\$|YV8|@|_O0JG,"L/F.V(|AM#E\$/.K\$GH^4=0 :V^
M|7DVG8*R8|&VZM;G&RE0K@SS^D65%T<\$|S8Y. |5&RW)*%
<%7/)JHH(\$=:TCQ\$ "EZABC8=WFHE:QZ%X#&-&L>GS!#&!7S MI@|I-
@!8,#9MSR7;=XDES5S-1A7"5 _|L8"!A9H&BY\$7/5R|(MCU#M,|3';^8
M/^WE>FE|YORQ9_Q889X(4?J.OH@G(A\$4LE3|3I\$74+Z9<*_+@TND:(H% %JE"
MI34D<3Q,)MMY MP0>|9">W\$XIOTI\$2|B?U_+>&"UB!UK,JOG^+B=Y.QB3I M,UG
XO6| :P@E8#(F|1*=<0V+ /E3&D*#N"PY/+6)6P@|:(0QWF3)Z081SB)4:SV9Q+V3
M0EVZ;*VD;*UIK'|,M0*:#+W%4|^>,%LKOQ70L%(KH.:S0+VY!C5FDMRC)T|@ M^PB|9T
Z0>=D_#/O3A,XZI96#@;G:|KG8K|VV7W8:X*,"7?IY@AV/0<(|84 M|4O+I*:O4S?
@=R:V#|/>BON3L3|.N83!8SDAM@PXC_7LP=A,D|! M7Y&E+/C/6_QG|8CCQ)
(A4G#D|P3QUS!BW-F940QBW.3"& ^;Y,QA+-205G M\$HT@|0'9V-
_IBQFNB0U4XJ6=">|K%G(Z&S\$|4U,\$:VXNGW3:!*G,|Z5>)V9
M"Q1/3;H,|EHHTY6R%U3292>|1H)=\$4 &-3<2F07"PJH\$@0&S?/MZ@KEK2F_
M!\$Q3HA=UOOG).|_J*Z5Q)NB12?<(KB;N'CSQ*ZTDK;|7T'GEN|V9/?-
DI:22*1QC3R2#U55-H*?C6V32-N"E7|;<1*3%%| |-3"/(T=J"AW|+C M/3>PT&+)S\$<2-
(4_0R14)6,\$_S0H|_M KT?7VY. ML8NEOL(157HV;SB:)LF H08T?
&,\$P/A2^!8/GINBV>R3Z?NP-IN|/ PV!Z, N6X|R &:'X:KIR!PE<=L?
M'%RDRCP'S%\$S0+O'U:;@F.)9)=F'B1P0&Z.HTUA0"G9(WL
MO%*#7*?!5\$^#&>DT&)T&H|@=|J,3H-1. WFL'EZHDR;R3JVFG%.CE'T%_8
M::Q:"X4Z;79+'9L|UV|SQ;JK/=I:S3.K+<98/5J("K|L*"556@TY6ZT9.//UA2U
M*.N)\$ODU0D&-|D1<9%%DI)XW_)0H?E3G?+PH(X|")|=;B\$J53(&V% @OM;T;
M,4&%9>#|NV"&.:+KZ!/:A_)Q|%: ^UBF'-50?L.?G5&)Y.W:L?:JH,BDCEE
M%G^AWN*C5PGW?M9OQKV#D6LL*MJ.(O3,OW#"?:XY5;2H3:B*MA&G&C;9\$6S2-
_) \$KWF7G|RG|AF-WQ:>"RGRW;)&YY<>|. @CKJH(2;Y|EF>&7ML**?^ M9&
&=USF1APBU%%0VTUS#CO|2%'SDG:>A-+<V=9:GRUO@ M_?;K:>PVE%G5=JM?F_
ZG1|B'%S;MSB"6|8D\$=Q#(4 M;4E_(:J K5U>)3_+A T|:6943=<\$H)(I-
L(08Z%G"A,=P/96'&|OE9&*3E^2 M"L89A.N"M"@2)<"<=??
(G@|S^GP0Y<|5#4CI<_|\$QL#<1Z%|3'''QB*>U3|! M^08SF^5:1#W98_|7)3R5,|,1/04!
(5161B00*ROE?WA>JHPJC^X0/C%DB< MG_*,_:4|:&-WZV8N4U',E.:! ">|9J1?
GDKG!VL>SI!\$'U:/KX@Y>Y)'B86NT
M6R*VIAEGK6)DN)|HZ|3|%3%M0EE!@R'Q@T)HYI&-"*X=35RF(4"%L>@*|& M|;\$L#;V?
M'5YS@ "F&?#|N|/#<6
FRCQ4*#\$*CF"W+8L2/L|"D:3_%^B@N&>KRECJV8^KUA3F63+)U.E M7.PVX*"VS5|NV-

2>C54GA@L3D/M@41<"AOE)IYW.JN7*(7:IB U/:BEZ+U^> MD/UO?|7+ICSU=C^Q
TM=7(U;"STU7)Q0/OC!\$.=?TJL:'F%B<8N\$J4/_PL MR\ (6:4!8#9Y?
B+,URVQ;I8Y.#*J>\$B4\$Z,4@G!NG\$(T8I!BD,:>6Y^ MCNHAVG^KAP|/>
("2RD71072+Y_K"()H&C#%A=%HTBH*<)^435\5'S3ZW;B M@-K,\$GX:)"(7%
|Y3,81W&3!P:1GABHCHL8QW%;)+ZB-W"F4%O#H_.=WZ'?
M'H(Q)Y>W5W=GK_|"!R@V4WM?^,KL"SF/2:HY2@<)H8PF9&^WL-D=D7VU
DSBAYLJC:RN!GO\8(F1@'^X)M32_CA4|L\$W2TP7J8EJ1DPQ,\$#<(PD|\$X;%
MN<+2?!N9"=B_CR&_FY R>R50,:|T.AD/HU3-OAA31*LC,;)FA:'#-@?ROCWP M,D+&W,
|;|F#F5^BA,Q#VR)+5?IMN,Q,U:|Y\$+JL%\$IA;U//WZ|H66^Y"9>0N M\$01-
R9UP:/T;2U'G>%"#@HL; GQ 1R4(&\$PFY@|,Z"SVD!DG0,(Y?V-,?9M2 MTIA"
(C=O)GV1*,U-=(2MW<"*>G.P&E'? A\$FBTA|#?|U9J#D#,S'^@7++^)^ MJ?T
Y88@P/7<#QAP113-O\$;\$R#TGA9Q3:< M-Z"7 M9"@|?P\$;K*#&)*
_XA9^1A^<\$,AE2&B|GW>JTVFTB,L2_Z*VSMZT3 MM:*(-@Y;&|P^.<21>@|=;|5|1G,:
(+Y-&+_%"T97)?8,I@-+|939|)^JXU
M>|LUB5,FT/ODU?;))=|%|S*D'9AFX8J0MDT;IAM\$H;/^;(F;4>V<;HFJR7|T;
M1U0*|5A!Q'YXDNP?)FV9Z+=WZPEO0|B|5|BKN*2'YV?7>0|CQ>2?;-^2Y*
MHOG|T|>XSLF(^>7SB,M%L|T0TT6S^F.OB|*IY/%HN|TPX&
M._2W;"NEI_9|I>:4@O*;Y8?8,1!@)^Y|?|*3.34#^G9%;'MN9R7<3")"V8
MJ(\$0|)&^M;2Q(CU)/\$^:@3U8>(HCQR|6/O..SAB)6/G8 "\$*QLF|\$HAF.V9'
M^!3WN*4@>|(%+?6|MF-AQG8*KD2!|^#M^%K!&F+OH!+2B#0MLHAZ(>\$+F
M%2>E&2V-.*?6.WRA_4*OTIU=):>\$O,.S.>FC2TWHTA|>M%9%('51|T|VH)
MBA2)FLZV/6|TL,X;!85SGB-^0-A**<0/RB!8VBH!G?8,G&FP,YX2Z<&YZ/
MD|Y2U#E/X*NY3?=EW3H|B0LJ?NRF_G4*[ARMS0B&;6!%N\$!)WX|_BOH|1 M+?
FXL"B3H|RO=&UPEH|FE(GS#2C_1\$X3 S|Z#JKG|E1P@=>|Q!MXGF|KVX
M/H893=I^=LI>K70RICHY>|T6E1OI%>.:<|GUN M>\$|CYZFS\$9IT)A1SEK(K1W%%WF;T
(&2I|QC,Y#N".D6)U'-.&YJ0F>')SO/4)=U'U?!"D-#X|@|S4X0;G<(4\$"O
7""%91S|,!:K:7B#=# MG90(/\$92O5EJ=35;0<_VF;|;|Z-
6GU&>^1GK6|0+|GK4BQ5Y+TX4UPZ:ZO>VM4|M- Y#!@A0%CB!6\$*1R M'|B^6+4;#>S
3,7YS??FUK6+.#,:SG3|+5CY^7N6"D,KB5Z6JL&|Q4T?^
M^N0Q_N7OI.%3"0U1X_&KZOLV.E+P+&YSLR&9<2O1?\$\$/16M!VX^Z)|3)FX%W
M*IWJB>|>X)|2A0%Q+J(J60.T-6-*D_I*Q_F,@R*C FHMSV!'MU%E_%Y"?5 M=SJCAS-
4PJPB+P&|)>7"?>,<6.29Z%,628?C\$9W^L'|%|C.)L?E9&^#C^< M237DIP2G^"-
>3HV!B9T1_K9"D<#_ ^B"ICO5@,=&DRCG!FL^H|5+'(79I8S#=# MJ&TZPO-S3P0?
C^B"3E3'YJ-I.^2XSM3.A11=9 FR|X-62ZI4!-?@;0@HY-F
MVI#T:OY|PT|?.%4WJG'DWF6EUGO.N(..9H7|9? W5LP=")\$L;JRM D",=*D M;P;+
(Z"|01T"T3,GS58>?&B*5R7./+I!*(R N(|%573!;H^L3|;70ZJ>(QJ MUI:/ZIS5'V"|?
ZFO.EI@%C,P^X-B-G>NQ_@5|Z%CS(_ ^#-/S"\$&*EXEHFR0DXV M@D\$YUDHI-
_CB4NFIMDTJZSF\$W&0 F< MPQF. HG6MLCRFI!7!S,-
K(7IS#.W.DDQ%44=RLA\$RWAV?,2)I*"<%C F)+>@Q+5%+1/@^P?Q M|SF((0@!'EVQ5X
YQ9!'UHDLAZ/FV))'16XAR%EP?B+5CW3OJ(FL^P M4_ODK"%82=/%3&F<3;|JBW0J^C
D;(WFE)|89Z66=PL>FB=BAD\$M4_&2?< M=**T'|3;3.E',8SXT0NE3"
Z,V2_>8,_UO,#QD>|_Q^T04ASR5L?+|T_66-" MKB/@GG\$STXF'9*/PC_A&)U)FZ-
UAZ1|3F^V:60@"SJE/7XMS_YT378LP=0X M|M3F0,PS>P@S|F4X%
M7P4V|253|>'D|50NVI-1TW|C.5IH5L-/XAU9IXK M*C/"3PWCERYUQ;JZP>PCE=N\$J8?,X6
8?-BTE3-@WL8@U1!4'U0_PARL ^/AL:M
M7GV<;K!FH%G-.)/AGRP"^DXKVCNMV!V8<*).V,M M|9:2P#(KG"5VQ<'|"FF|
|'|/=/_FG;%XYG@JP3G9?HM93C7"GLUSH)D:#'2/MM)(>:963@7=P>RGO|5+21\$E
V,O|;4|,T5>;|I(L(#DFG&JL;=4GT.^0Q
M8|+..N|^)WNZ3S0N|3(5IC>JOLCK++#R;+DIYW4VG,A&@:_CO-ZDT,-%PD-O,
MY,J|#LF)%8Z4K6|4GN-L S-11G"B-C!/? MO1"7#&M)66JINPE)!XM'39@CO-^(I)KB
(A)W7-M6FB7%^5\$E%ZV._7)|/8\$ M\$:=H#2R,BB_F3Z(C1&V%M^=U0)7RXYJ&YSJ;/.XP?
G/^>*D)"H/*3R??"SM2 M&34.|Z%9Z>)&C\$A|@1Q\$|6ZT3YF;B"\$67B\$;397M|C!-1-
HH_#;E,"9%G#^A MIB-+W*.LRPT.C;4QP1KU\$_"6=B F VF;IPL7S0_R,BV7)O4.<*OV'-
S;5#F&^241H|8^PL_,I,MWNE\$ "NA")J1H1/OA?A4/1%DBZ6_
M9U|TR49J,.XU3Y|EKU/T"E+T.CI%3Z?HZ10|G:*G4_1TBM|;8)79HH|K35
M%+A*676R2PJKT# N%;FF. Y;FIO8\$!32 R^"YH-*D|
MXHJ;;2<_&SL9L|*XR0)"#F&\$YB2WE&;X=E:#/^!L*MDG:D2%&YDTV#GL"P
M85,RRJA%9.P1XL!0E'_L.+_T|@F<:7(+MN#UJ#GE#\$-0%MGI:&TQ S!YYR#'

M+9E^WW9[?./7QY??7[U:>KZZO[?QGGMU?PS=4971?_T/B?|V?T_?WEW?V=
MSK+8UTH6_O3!7>YG<(<-N;66J0-YE|D9LGHF|A2|Y6
ME\$GUC5BRF^BBUUB)66YRSW\^3 ME!YJ24T|X,9,_.)\$3|
^4!F>G24.1/^A4"SR8<5\$LK%!G:4G./#N8^6^FM4W|M29Q?G-EAEJ\$OP=E-|=.
(_9(5IE,O"DZR2\$|E|+UA_&:QH?SV+D#..PVM,C8:H2YO>"HMP.6")IHOW'&J_E%T'?=4
M6D_XZ%UQM3\3V0_R3HCYY*0|@?(K=4V+\$BYI?R?V'9+8VTQ6"FIF1!MTYOD6_M)Q!)?
WX+|)P?1H7.@>E8!\$+%/TAO:I&3GF6;!@ "RG=|T+?8)&QZ+8^P|_Z?
MARBH&YG^_|N|TN:VD23|5Q#;:QUD+%MK';:LZ(B)L&5WKV/<;8_LCHG=;R6@_M2&\$;
FP4*(G|ZS>O.@_"%'69D(4/TV-))(|*K*P\7K|LS5%A\0==%1C?G67K_M-
*U%G#"A;LU'BZUH'97LO3_^!:*ZUKB'5!P*AO'@\$6*,>RZ,!U@S;8WCW?5X?
69_8'KG&/8|R>C>_M!**|#5Q@'"_K8>|G^GA!MD<6L;(YL@Q#R;/K?8JHOKM(2':9@J".43_T
M\$TW\$/LXL@,3=|_J_OT:J|F8P&M(|S#_WU27M_F'7:8?N/AS%WO%UJ3(-1>E_MRA::5#
7K?D"V<366DG|+K3(BSL;-!?'<\$G|)DUA_3BCA)5.AC#08<.|@UX
M\$^G2P3E@V|;'MAT,V+8;VS9@VP9LVX!M&|!MCR7/T3_ZN0W9PHLG,S\$VIDQC
MWC1;>:./\$^*._@#>|3POMH|I5+F_!N+5PAOL%5B|O|(&MBOPO7^(|V0#J|_<"G
M3B*%+;*4NTQ2ONZ-!NZ#5|7?47/A2%9R@=|R^.*_|4N#,_9^3SFY^S%6USW,M)F-
UKXJT3;|HEXKTID^*Q)W_%LWL8FPBK&Q1%981#|FY*3OIG2NYB1O
GYONQ!ND.AH4>Q(++X#;|)6%_M2MC;8H|NU2GMWU2)W9QI,W?6H;K(
<;D8:A"@KGTPOLOPR/MC5;|:AVG:7!(%7=S|~7@@|WYN<%CUMTH'6N>NW*I,P@8(
;6>:*P%)7YY;O_M\$^|.WE1|_B:OQ)<2C>-;.>HZ|O8!K".MX#"Q/4T=|_2N8?>8|/89EP\$?
A"MA|_~9JVP:W:R!_W<|71#LXZ'Q?|H;|)L!OK!_VQT&0RUO|V:?'^&)>:Q2;YM3B
M!=JN4=7C4M.B8PW/1K\$C)AT0|#'_L_0T^?C8F=ET>Z1S(GRG0STG_7.E>Q/=0
MVW#*^&'\NR";L=4@4TLX\$<#8W86>O|U=V/_6W9.W!+%/+O+9/=P=L;"X"1-MWM;
((B0BPK0/TOTV4#5;SOIF^I&GUA-)X98U%D4O@%M6D;YO^UQV84W._
M1"X=.8|=974Z.5)HL@#;"SE= '\$T8:-1Y>I96_I0FCIPUIVQ:"9.3=|/H0UJX=ME-
('Y#9|6+!/'%"C9N|.1+?;J<3*?3#45>*F-%BHDPID@L=SJ8WFP|5;3CN?_M_O%7WLHE*>
<|C*ZJ3_YXO"UO/Z2|<1-;)&7Q\$04/\$O>\$.>MGF%HQ;G.=K&H_M2<^FU-
EDUY_6FN=3H|8=RE1PYW(5?FE!KBM_5ZC>*3QFJ;F:8*.C^E,W1'H MN*OS8,<-
PZV78V6<%24B<1#B<;6GC07ZLOU@XBV+8-0.YKCRI3XW.X|93H_M?W=HZA|_V'_Q|.?
U_~|27J;4JD6:2!7|DL:FHG%,))0)LQ*KNOF-J|TP4|WZA-
|</_^R|O7|H9O|;EP90NL#Q+&=C_W|^~:GA_R@|2_VXA7!'_M\$8<|T/^N50EW
=^GJ:YRG&JHDTJ=A2?,1\$,>B5I\$GY=O_/7_Q5C.VL9:(@_M=:2#!VXIZ?>NC_J;1GMP?
AM9+KCJ:6
MIU*|T_Z(|J7>|4L1KSM;JN5W\9KN\$/+^BZ%.NN/4)W#24*%E2DH1|V\$\$81G_ME5K>"5?
G>\$IN4FC6_*|U|8QZ|8IG/RSSBD=6L.7N|EL6:D7!.L^|C6E<=N+H
MC+%8RJ1KZ|_Q|"S|>?^T9OM+ C.N=:8O\$&(E+HD+11;U"|RQI#Q+W|_MUJ?^- "X=/_
L|K(0W5;L>|!&|^<7/%Z|8P!;?+P<>|E9.K2>B6A8_MS"0Z4;E*U"3|TS_@&9)BSN#|N9Z?
(9"A"M#Z|Y9EL=|P+_A"<9?HJ7|!|K_|M(^C01>OFJY%S*@I^|.973=5S5)"\$&BF+7H.3
IH@V:994|RP/W:&SF&WH1S_M\$1!5*75LD),+JX^|_-
SWRCJW7;Y|J|UW9AJPW.A7:|DI4Y#9#D)""+EOQ3H@T231|U_T25>-1B_W
MGHVCE5;E|R6E>6^D!+%;_34IG6N>>'>%.YAN@N9^>%<_|AOCH&J|MY8\$ _LN_M,IW,=
OG,B|MXO%+FZ&NW,F@5OQIPK_E!1KA22T#1"=SG3Y9LH,3_MS|C?
H&Q>"H>T)085E=N"+0'HZHK=.NEH4?B2WI^F_%.3<@ZR23P4NR:E84Q_M/RT7MN!5?
P>=FV6I?2-*KBN928#389:|)%TOGTN.:MLYOHL
;UQ,N8F<#!%|.P'=L;EMCUQA|5.G<*LX!%WH(#C+E_M_6Y/L-\$Y6*?G(<2B?
R\$ \$IV|CM2!+BS4<3<1.X,0CB,7,C+'TD+AED@72KH\$ _M&Y6B8L;*120N-
&#>F").Z=,VWS=QTT?Q_WB|<|.L;#T5.ROO_D\$/KV\$B>.SH_M+
F1YT#&\$ \$T,)1974:9G|OXH=0S|>HY?OCT7K^F3>(6K**RK_M"H*"N"WB)5=-
)|&G|_@Q%YX#H&9P/;!AX;*G|>8;Z.|3F=QCBP"F31\$ _J;_
M^DOE|2!5MQ>^OTKMU2|\$6QKP1Q|"CP5)H\$Y3Q<+^"PA8%1:QB7\$W>P<3\$ME
M|:F/U-U%G^!.UCPM?C-IV:3E|V1;2TA|P!3V^"XG2;2I@8=/_&PY;)NZ\$,8
MXL.>"_6BGT+=6HXX.K9(R*E"WHV2_@_8YLF21EH5:09;5F=HB(DQU!#|);KO
MSN,#\$>#WS^&Y\$)9_Q=\$Z\$;/8:Q,0FXS!19\$MYZ|TJ?GZY\$|MR_|H2DBBO*6N_M%N-
260<4IX4B|_0HG/8/LI5/V>SNRKWHCU_M"?Y-L_L3\$,@|!|
|K>>;=4;J831M1M6&!|)6RW#(_G,15%DE&4R1C,@K#|8
MD'^UL26D%3#2XX*D%,'L,9P7?H.U6@F_GJF!0I- MI45:&LXVK#-H:IMRL!YY?
3MG:~+01T"/V<^UVOH7)&DE0@1*=.(XD.|3V%'_MU|:\$M;E4^5*W0L+5K!YF
0RS%LP3:>)|10/Q)!HATF*TP/|TX_MP09USW5GK)#LU@UC6!MC7@M.PC-R?:U'-

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VXB>G276-Y OOFIZ\GE*!4C%!\?Y2 XDI%X M\$!"/!Q^?I%SI-K9E?%NE>
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YXK|G4PVVH*881 M:W4*PG|)FS)H_+!/XOMIDO+B%:5"^1+EW.T;EZKI*P5R|CC J;\$;>P
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8!3!|38#0L3KB35AA>BT MQP_X6)#';>"G+?%6Z;FGK*(&TSFN0 ?
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Debt 2024-06-30 0001782524 Mantech International CP, First Lien Debt 1 2024-06-30
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Mantech International CP, First Lien Debt 3 2024-06-30 0001782524 PCX Holding
Corp., First Lien Debt 1 2024-06-30 0001782524 PCX Holding Corp., First Lien Debt 2
2024-06-30 0001782524 PCX Holding Corp., First Lien Debt 3 2024-06-30 0001782524
Two Six Labs, LLC, First Lien Debt 1 2024-06-30 0001782524 Two Six Labs, LLC, First
Lien Debt 2 2024-06-30 0001782524 Two Six Labs, LLC, First Lien Debt 3 2024-06-30
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RoadOne IntermodaLogistics, First Lien Debt 1 2024-06-30 0001782524 RoadOne
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IntermodaLogistics, First Lien Debt 3 2024-06-30 0001782524
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PAI Holdeo, Inc., Second Lien Debt 2024-06-30 0001782524 Randy's Holdings, Inc., First Lien Debt 1 2024-06-30 0001782524 Randy's Holdings, Inc., First Lien Debt 2 2024-06-30 0001782524 Randy's Holdings, Inc., First Lien Debt 3 2024-06-30 0001782524 Spectrum Automotive Holdings Corp., First Lien Debt 1 2024-06-30 0001782524 Sonny's Enterprises, LLC, First Lien Debt 1 2024-06-30 0001782524 Sonny's Enterprises, LLC, First Lien Debt 2 2024-06-30 0001782524 Spectrum Automotive Holdings Corp., First Lien Debt 2 2024-06-30 0001782524 Spectrum Automotive Holdings Corp., First Lien Debt 3 2024-06-30 0001782524 Spectrum Automotive Holdings Corp., First Lien Debt 4 2024-06-30 0001782524 msdlf:AutoComponentsSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 ARI Network Services, Inc., First Lien Debt 1 2024-06-30 0001782524 ARI Network Services, Inc., First Lien Debt 2 2024-06-30 0001782524 ARI Network Services, Inc., First Lien Debt 3 2024-06-30 0001782524 COP Collisionright Parent, LLC, First Lien Debt 1 2024-06-30 0001782524 COP Collisionright Parent, LLC, First Lien Debt 2 2024-06-30 0001782524 COP Collisionright Parent, LLC, First Lien Debt 3 2024-06-30 0001782524 ARI Network Services, Inc., First Lien Debt 4 2024-06-30 0001782524 Turbo Buyer, Inc., First Lien Debt 1 2024-06-30 0001782524 Turbo Buyer, Inc., First Lien Debt 2 2024-06-30 0001782524 Vehlo Purchaser, LLC, First Lien Debt 1 2024-06-30 0001782524 Vehlo Purchaser, LLC, First Lien Debt 2 2024-06-30 0001782524 Vehlo Purchaser, LLC, First Lien Debt 3 2024-06-30 0001782524 msdlf:AutomobilesSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 GraphPad Software, LLC, First Lien Debt 1 2024-06-30 0001782524 GraphPad Software, LLC, First Lien Debt 2 2024-06-30 0001782524 GraphPad Software, LLC, First Lien Debt 3 2024-06-30 0001782524 msdlf:BiotechnologySectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Project Potter Buyer, LLC, First Lien Debt 1 2024-06-30 0001782524 Project Potter Buyer, LLC, First Lien Debt 2 2024-06-30 0001782524 msdlf:BuildingProductsMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Tank Holding Corp., First Lien Debt 1 2024-06-30 0001782524 Tank Holding Corp., First Lien Debt 2 2024-06-30 0001782524 Tank Holding Corp., First Lien Debt 3 2024-06-30 0001782524 V Global Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 V Global Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524 us-gaap:ChemicalsSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 365 Retail Markets, LLC, First Lien Debt 1 2024-06-30 0001782524 365 Retail Markets, LLC, First Lien Debt 2 2024-06-30 0001782524 365 Retail Markets, LLC, First Lien Debt 3 2024-06-30 0001782524 Atlas Us Finco, Inc., First Lien Debt 1 2024-06-30 0001782524 Atlas Us Finco, Inc., First Lien Debt 2 2024-06-30 0001782524 BPG Holdings IV Corp., First Lien Debt 2024-06-30 0001782524 Consor Intermediate II, LLC, First Lien Debt 1 2024-06-30 0001782524 Consor Intermediate II, LLC, First Lien Debt 2 2024-06-30 0001782524 Consor Intermediate II, LLC, First Lien Debt 3 2024-06-30 0001782524 Encore Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 Encore Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524 Encore Holdings, LLC, First Lien Debt 3 2024-06-30 0001782524 Energy Labs Holdings Corp., First Lien Debt 1 2024-06-30 0001782524 Energy Labs Holdings Corp., First Lien Debt 2 2024-06-30 0001782524 Energy Labs Holdings Corp., First Lien Debt 3 2024-06-30 0001782524 FLS Holding, Inc., First Lien Debt 1 2024-06-30 0001782524 FLS Holding, Inc., First Lien Debt 2 2024-06-30 0001782524 FLS Holding, Inc., First Lien Debt 3 2024-06-30 0001782524 Helios Service Partners, LLC, First Lien Debt 1 2024-06-30 0001782524 Helios Service Partners, LLC, First Lien Debt 2 2024-06-30 0001782524 Helios Service Partners, LLC, First Lien Debt 3 2024-06-30 0001782524 Hercules Borrower LLC, First Lien Debt 2024-06-30 0001782524 HSI Halo Acquisition, Inc, First Lien Debt 1 2024-06-30 0001782524 HSI Halo Acquisition, Inc, First Lien Debt 2 2024-06-30 0001782524 HSI Halo Acquisition, Inc, First Lien Debt 3 2024-06-30 0001782524 Iris Buyer, LLC, First Lien Debt 1 2024-06-30 0001782524 Iris Buyer, LLC, First Lien Debt 2 2024-06-30 0001782524 Iris Buyer, LLC, First Lien Debt 3 2024-06-30 0001782524 Helios Service Partners, LLC, First Lien Debt 2024-06-30 0001782524 PDFTron Systems, Inc., First Lien Debt 1 2024-06-30 0001782524 PDFTron Systems, Inc., First Lien Debt 2 2024-06-30 0001782524 PDFTron Systems, Inc., First Lien Debt

3 2024-06-30 0001782524 Procure Acquireco, Inc. (Procure Analytics), First Lien Debt
1 2024-06-30 0001782524 Procure Acquireco, Inc. (Procure Analytics), First Lien Debt
2 2024-06-30 0001782524 Procure Acquireco, Inc. (Procure Analytics), First Lien Debt
3 2024-06-30 0001782524 Pye-Barker Fire & Safety, LLC, First Lien Debt 1 2024-06-30
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Pye-Barker Fire & Safety, LLC, First Lien Debt 3 2024-06-30 0001782524 Sherlock
Buyer Corp., First Lien Debt 1 2024-06-30 0001782524 Sherlock Buyer Corp., First
Lien Debt 2 2024-06-30 0001782524 Surewerx Purchaser III, Inc., First Lien Debt 1
2024-06-30 0001782524 Surewerx Purchaser III, Inc., First Lien Debt 2 2024-06-30
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Surewerx Purchaser III, Inc., First Lien Debt 4 2024-06-30 0001782524 Sweep Midco,
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Purchaser, LLC, First Lien Debt 3 2024-06-30 0001782524 Tamarack Intermediate,
LLC, First Lien Debt 1 2024-06-30 0001782524 Tamarack Intermediate, LLC, First Lien
Debt 2 2024-06-30 0001782524 Tamarack Intermediate, LLC, First Lien Debt 3 2024-
06-30 0001782524 United Flow Technologies Intermediate Holdco II, LLC, First Lien
Debt 1 2024-06-30 0001782524 United Flow Technologies Intermediate Holdco II, LLC,
First Lien Debt 2 2024-06-30 0001782524 United Flow Technologies Intermediate
Holdco II, LLC, First Lien Debt 3 2024-06-30 0001782524 US Infra Svcs Buyer, LLC,
First Lien Debt 1 2024-06-30 0001782524 US Infra Svcs Buyer, LLC, First Lien Debt 2
2024-06-30 0001782524 US Infra Svcs Buyer, LLC, First Lien Debt 3 2024-06-30
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VRC Companies, LLC, First Lien Debt 1 2024-06-30 0001782524 VRC Companies, LLC,
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Debt 1 2024-06-30 0001782524 Arcoro Holdings Corp., First Lien Debt 2 2024-06-30
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Acquisition, Inc., First Lien Debt 2 2024-06-30 0001782524 LJ Avalon Holdings, LLC,
First Lien Debt 1 2024-06-30 0001782524 LJ Avalon Holdings, LLC, First Lien Debt 2
2024-06-30 0001782524 LJ Avalon Holdings, LLC, First Lien Debt 3 2024-06-30
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Superman Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524
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Holdings, Inc., First Lien Debt 3 2024-06-30 0001782524
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2024-06-30 0001782524 BP Purchaser, LLC, First Lien Debt 2024-06-30 0001782524
FORTIS Solutions Group, LLC, First Lien Debt 1 2024-06-30 0001782524 FORTIS
Solutions Group, LLC, First Lien Debt 2 2024-06-30 0001782524 FORTIS Solutions
Group, LLC, First Lien Debt 3 2024-06-30 0001782524 us-
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48Forty Solutions, LLC, First Lien Debt 2 2024-06-30 0001782524 ABB Concise Optical
Group, LLC, First Lien Debt 2024-06-30 0001782524 Avalara, Inc., First Lien Debt 1
2024-06-30 0001782524 Avalara, Inc., First Lien Debt 2 2024-06-30 0001782524
Bradyifs Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 Bradyifs Holdings,
LLC, First Lien Debt 2 2024-06-30 0001782524 Bradyifs Holdings, LLC, First Lien Debt
3 2024-06-30 0001782524 PT Intermediate Holdings III, LLC, First Lien Debt 1 2024-
06-30 0001782524 PT Intermediate Holdings III, LLC, First Lien Debt 2 2024-06-30
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30 0001782524 Any Hour, LLC, First Lien Debt 1 2024-06-30 0001782524 Any Hour,
LLC, First Lien Debt 2 2024-06-30 0001782524 Any Hour, LLC, First Lien Debt 3 2024-
06-30 0001782524 Any Hour, LLC, Other Debt 2024-06-30 0001782524 Apex Service
Partners, LLC, First Lien Debt 1 2024-06-30 0001782524 Apex Service Partners, LLC,

First Lien Debt 2 2024-06-30 0001782524 Apex Service Partners, LLC, First Lien Debt 3 2024-06-30 0001782524 Assembly Intermediate, LLC, First Lien Debt 1 2024-06-30 0001782524 Assembly Intermediate, LLC, First Lien Debt 2 2024-06-30 0001782524 Assembly Intermediate, LLC, First Lien Debt 3 2024-06-30 0001782524 Essential Services Holding Corporation, First Lien Debt 1 2024-06-30 0001782524 Essential Services Holding Corporation, First Lien Debt 2 2024-06-30 0001782524 Essential Services Holding Corporation, First Lien Debt 3 2024-06-30 0001782524 EVDR Purchaser, Inc., First Lien Debt 1 2024-06-30 0001782524 EVDR Purchaser, Inc., First Lien Debt 2 2024-06-30 0001782524 EVDR Purchaser, Inc., First Lien Debt 3 2024-06-30 0001782524 FPG Intermediate Holdeo, LLC, First Lien Debt 2024-06-30 0001782524 Heartland Home Services, First Lien Debt 2024-06-30 0001782524 Lightspeed Solution, LLC, First Lien Debt 1 2024-06-30 0001782524 Lightspeed Solution, LLC, First Lien Debt 2 2024-06-30 0001782524 LUV Car Wash Group, LLC, First Lien Debt 2024-06-30 0001782524 Magnolia Wash Holdings, First Lien Debt 1 2024-06-30 0001782524 Magnolia Wash Holdings, First Lien Debt 2 2024-06-30 0001782524 Magnolia Wash Holdings, First Lien Debt 3 2024-06-30 0001782524 Project Accelerate Parent, LLC, First Lien Debt 1 2024-06-30 0001782524 Project Accelerate Parent, LLC, First Lien Debt 2 2024-06-30 0001782524 Spotless Brands, LLC, First Lien Debt 1 2024-06-30 0001782524 Spotless Brands, LLC, First Lien Debt 2 2024-06-30 0001782524 Spotless Brands, LLC, First Lien Debt 3 2024-06-30 0001782524 Vertex Service Partners, LLC, First Lien Debt 1 2024-06-30 0001782524 Vertex Service Partners, LLC, First Lien Debt 2 2024-06-30 0001782524 Vertex Service Partners, LLC, First Lien Debt 3 2024-06-30 0001782524 us-gaap:ConsumerSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Abracon Group Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 Abracon Group Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524 Abracon Group Holdings, LLC, First Lien Debt 3 2024-06-30 0001782524 Dwyer Instruments, Inc., First Lien Debt 1 2024-06-30 0001782524 Dwyer Instruments, Inc., First Lien Debt 2 2024-06-30 0001782524 Dwyer Instruments, Inc., First Lien Debt 3 2024-06-30 0001782524 Infinite Bidco, LLC, First Lien Debt 2024-06-30 0001782524 Infinite Bidco, LLC, Second Lien Debt 2024-06-30 0001782524 Magneto Components Buyco, LLC, First Lien Debt 1 2024-06-30 0001782524 Magneto Components Buyco, LLC, First Lien Debt 2 2024-06-30 0001782524 Magneto Components Buyco, LLC, First Lien Debt 3 2024-06-30 0001782524 msdlf:ElectronicEquipmentInstrumentsAndComponentsSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 QBS Parent, Inc., Second Lien Debt 2024-06-30 0001782524 us-gaap:EnergySectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Applitools, Inc., First Lien Debt 1 2024-06-30 0001782524 Applitools, Inc., First Lien Debt 2 2024-06-30 0001782524 Cerity Partners, LLC, First Lien Debt 1 2024-06-30 0001782524 Cerity Partners, LLC, First Lien Debt 2 2024-06-30 0001782524 Cerity Partners, LLC, First Lien Debt 3 2024-06-30 0001782524 GC Waves Holdings, Inc., First Lien Debt 1 2024-06-30 0001782524 GC Waves Holdings, Inc., First Lien Debt 2 2024-06-30 0001782524 GC Waves Holdings, Inc., First Lien Debt 3 2024-06-30 0001782524 RFS Opco LLC, First Lien Debt 1 2024-06-30 0001782524 RFS Opco LLC, First Lien Debt 2 2024-06-30 0001782524 SitusAMC Holdings Corp., First Lien Debt 2024-06-30 0001782524 Smarsh, Inc., First Lien Debt 1 2024-06-30 0001782524 Smarsh, Inc., First Lien Debt 2 2024-06-30 0001782524 Smarsh, Inc., First Lien Debt 3 2024-06-30 0001782524 Trintech, Inc., First Lien Debt 1 2024-06-30 0001782524 Trintech, Inc., First Lien Debt 2 2024-06-30 0001782524 us-gaap:FinancialServicesSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 AMCP Pet Holdings, Inc. (Brightpet), First Lien Debt 1 2024-06-30 0001782524 AMCP Pet Holdings, Inc. (Brightpet), First Lien Debt 2 2024-06-30 0001782524 Familia Intermediate Holdings I Corp. (Teasdale Latin Foods), Other Debt 2024-06-30 0001782524 Pareto Health Intermediate Holdings, Inc. 2 2024-06-30 0001782524 Nellson Nutraceutical, Inc., First Lien Debt 2024-06-30 0001782524 Teasdale Foods, Inc. (Teasdale Latin Foods), First Lien Debt 2024-06-30 0001782524 us-gaap:FoodAndBeverageSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 SV Newco 2 Inc, First Lien Debt

1 2024-06-30 0001782524 SV Newco 2 Inc, First Lien Debt 2 2024-06-30 0001782524 SV Newco 2 Inc, First Lien Debt 3 2024-06-30 0001782524
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PerkinElmer U.S., LLC, First Lien Debt 1 2024-06-30 0001782524 PerkinElmer U.S.,
LLC, First Lien Debt 2 2024-06-30 0001782524 Tidi Legacy Products, Inc., First Lien
Debt 1 2024-06-30 0001782524 Tidi Legacy Products, Inc., First Lien Debt 2 2024-06-
30 0001782524 Tidi Legacy Products, Inc., First Lien Debt 3 2024-06-30 0001782524
YI, LLC, First Lien Debt 1 2024-06-30 0001782524 YI, LLC, First Lien Debt 2 2024-06-
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2024-06-30 0001782524 Advarra Holdings, Inc., First Lien Debt 1 2024-06-30
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Investment Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 DCA Investment
Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524 Gateway US Holdings, Inc.,
First Lien Debt 1 2024-06-30 0001782524 Gateway US Holdings, Inc., First Lien Debt 2
2024-06-30 0001782524 Gateway US Holdings, Inc., First Lien Debt 3 2024-06-30
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Lien Debt 2 2024-06-30 0001782524 iCIMS, Inc., First Lien Debt 3 2024-06-30
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Buyer, LLC, First Lien Debt 2 2024-06-30 0001782524 Invictus Buyer, LLC, First Lien
Debt 3 2024-06-30 0001782524 mPulse Mobile, Inc., First Lien Debt 1 2024-06-30
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Mobile, Inc., First Lien Debt 3 2024-06-30 0001782524 Pareto Health Intermediate
Holdings, Inc., First Lien Debt 1 2024-06-30 0001782524 Pareto Health Intermediate
Holdings, Inc., First Lien Debt 2 2024-06-30 0001782524 PPV Intermediate Holdings,
LLC, First Lien Debt 1 2024-06-30 0001782524 PPV Intermediate Holdings, LLC, First
Lien Debt 2 2024-06-30 0001782524 Promptcare Infusion Buyer, Inc, First Lien Debt
2024-06-30 0001782524 Promptcare Infusion Buyer, Inc., First Lien Debt 1 2024-06-30
0001782524 Promptcare Infusion Buyer, Inc., First Lien Debt 2 2024-06-30
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0001782524 Stepping Stones Healthcare Services, LLC, First Lien Debt 3 2024-06-30
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2 2024-06-30 0001782524 Tivity Health, Inc., First Lien Debt 2024-06-30 0001782524
Vardiman Black Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 Vardiman
Black Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524 Vermont Aus Pty Ltd.,
First Lien Debt 2024-06-30 0001782524
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2024-06-30 0001782524 Hyland Software, Inc., First Lien Debt 1 2024-06-30
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Lightspeed Buyer, Inc., First Lien Debt 1 2024-06-30 0001782524 Lightspeed Buyer,
Inc., First Lien Debt 2 2024-06-30 0001782524
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Lien Debt 2 2024-06-30 0001782524 Aptean, Inc., First Lien Debt 3 2024-06-30
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Excelitas Technologies Corp., First Lien Debt 2 2024-06-30 0001782524 Excelitas
Technologies Corp., First Lien Debt 3 2024-06-30 0001782524 Excelitas Technologies
Corp., First Lien Debt 4 2024-06-30 0001782524 Raptor Merger Sub Debt, LLC, First
Lien Debt 1 2024-06-30 0001782524 Raptor Merger Sub Debt, LLC, First Lien Debt 2

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Networks), First Lien Debt 3 2024-06-30 0001782524 UpStack, Inc., First Lien Debt 1 2024-06-30 0001782524 UpStack, Inc., First Lien Debt 2 2024-06-30 0001782524 UpStack, Inc., First Lien Debt 3 2024-06-30 0001782524 us-gaap:TechnologySectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 GSM Acquisition Corp. (GSM Outdoors), First Lien Debt 1 2024-06-30 0001782524 GSM Acquisition Corp. (GSM Outdoors), First Lien Debt 2 2024-06-30 0001782524 GSM Acquisition Corp. (GSM Outdoors), First Lien Debt 3 2024-06-30 0001782524 msdlf:LeisureProductsSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Model N, Inc., First Lien Debt 1 2024-06-30 0001782524 Model N, Inc., First Lien Debt 2 2024-06-30 0001782524 Model N, Inc., First Lien Debt 3 2024-06-30 0001782524 msdlf:LifeSciencesToolsAndServicesMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Answer Acquisition, LLC, First Lien Debt 1 2024-06-30 0001782524 Answer Acquisition, LLC, First Lien Debt 2 2024-06-30 0001782524 Answer Acquisition, LLC, First Lien Debt 3 2024-06-30 0001782524 Chase Intermediate, LLC, First Lien Debt 1 2024-06-30 0001782524 Chase Intermediate, LLC, First Lien Debt 2 2024-06-30 0001782524 Komline Sanderson Engineering Corp., First Lien Debt 1 2024-06-30 0001782524 Komline Sanderson Engineering Corp., First Lien Debt 2 2024-06-30 0001782524 Komline Sanderson Engineering Corp., First Lien Debt 3 2024-06-30 0001782524 MHE Intermediate Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 MHE Intermediate Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524 MHE Intermediate Holdings, LLC, First Lien Debt 3 2024-06-30 0001782524 msdlf:MachinerySectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 AWP Group Holdings, Inc., First Lien Debt 1 2024-06-30 0001782524 AWP Group Holdings, Inc., First Lien Debt 2 2024-06-30 0001782524 AWP Group Holdings, Inc., First Lien Debt 3 2024-06-30 0001782524 Ground Penetrating Radar Systems, LLC., First Lien Debt 1 2024-06-30 0001782524 Ground Penetrating Radar Systems, LLC., First Lien Debt 2 2024-06-30 0001782524 Ground Penetrating Radar Systems, LLC., First Lien Debt 3 2024-06-30 0001782524 Vessco Midco Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 Vessco Midco Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524 Vessco Midco Holdings, LLC, First Lien Debt 3 2024-06-30 0001782524 msdlf:UtilitiesSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Caerus US 1, Inc., First Lien Debt 1 2024-06-30 0001782524 Caerus US 1, Inc., First Lien Debt 2 2024-06-30 0001782524 Caerus US 1, Inc., First Lien Debt 3 2024-06-30 0001782524 msdlf:PharmaceuticalsSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Abacus Data Holdings, Inc. (AbacusNext), First Lien Debt 1 2024-06-30 0001782524 Abacus Data Holdings, Inc. (AbacusNext), First Lien Debt 2 2024-06-30 0001782524 Bridgepointe Technologies, LLC, First Lien Debt 1 2024-06-30 0001782524 Bridgepointe Technologies, LLC, First Lien Debt 2 2024-06-30 0001782524 Bullhorn, Inc., First Lien Debt 1 2024-06-30 0001782524 Bullhorn, Inc., First Lien Debt 2 2024-06-30 0001782524 Bullhorn, Inc., First Lien Debt 3 2024-06-30 0001782524 Citrin Cooperman Advisors, LLC, First Lien Debt 1 2024-06-30 0001782524 Citrin Cooperman Advisors, LLC, First Lien Debt 2 2024-06-30 0001782524 GPS Merger Sub, LLC, First Lien Debt 1 2024-06-30 0001782524 GPS Merger Sub, LLC, First Lien Debt 2 2024-06-30 0001782524 GPS Merger Sub, LLC, First Lien Debt 3 2024-06-30 0001782524 KENG Acquisition, Inc., First Lien Debt 1 2024-06-30 0001782524 KENG Acquisition, Inc., First Lien Debt 2 2024-06-30 0001782524 KENG Acquisition, Inc., First Lien Debt 3 2024-06-30 0001782524 KWOR Acquisition, Inc., First Lien Debt 1 2024-06-30 0001782524 KWOR Acquisition, Inc., First Lien Debt 2 2024-06-30 0001782524 KWOR Acquisition, Inc., First Lien Debt 3 2024-06-30 0001782524 Project Boost Purchaser, LLC, First Lien Debt 1 2024-06-30 0001782524 Project Boost Purchaser, LLC, First Lien Debt 2 2024-06-30 0001782524 Verdantas LLC, First Lien Debt 1 2024-06-30 0001782524 Verdantas LLC, First Lien Debt 2 2024-06-30 0001782524 Verdantas LLC, First Lien Debt 3 2024-06-30 0001782524 msdlf:ProfessionalServicesSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Associations, Inc. 1 2024-06-30 0001782524 Associations, Inc., First Lien Debt 1 2024-06-30 0001782524 Associations, Inc. 2 2024-06-30 0001782524 Associations, Inc., First Lien Debt 2 2024-06-30 0001782524 Associations,

Inc. 3 2024-06-30 0001782524 Associations, Inc., First Lien Debt 3 2024-06-30 0001782524 MRI Software, LLC, First Lien Debt 1 2024-06-30 0001782524 MRI Software, LLC, First Lien Debt 2 2024-06-30 0001782524 MRI Software, LLC, First Lien Debt 3 2024-06-30 0001782524 Pritchard Industries, LLC, First Lien Debt 1 2024-06-30 0001782524 Pritchard Industries, LLC, First Lien Debt 2 2024-06-30 0001782524 Zarya Intermediate, LLC, First Lien Debt 1 2024-06-30 0001782524 Zarya Intermediate, LLC, First Lien Debt 2 2024-06-30 0001782524 us-gaap:RealEstateSectorMemberus-gaap:DebtSecuritiesMember 2024-06-30 0001782524 Alert Media, Inc., First Lien Debt 1 2024-06-30 0001782524 Alert Media, Inc., First Lien Debt 2 2024-06-30 0001782524 Anaplan, Inc., First Lien Debt 2024-06-30 0001782524 Appfire Technologies, LLC, First Lien Debt 1 2024-06-30 0001782524 Appfire Technologies, LLC, First Lien Debt 2 2024-06-30 0001782524 Appfire Technologies, LLC, First Lien Debt 3 2024-06-30 0001782524 Artifact Bidco, Inc, First Lien Debt 1 2024-06-30 0001782524 Artifact Bidco, Inc, First Lien Debt 2 2024-06-30 0001782524 Artifact Bidco, Inc, First Lien Debt 3 2024-06-30 0001782524 Bottomline Technologies, Inc., First Lien Debt 1 2024-06-30 0001782524 Bottomline Technologies, Inc., First Lien Debt 2 2024-06-30 0001782524 CLEO Communications Holding, LLC, First Lien Debt 1 2024-06-30 0001782524 CLEO Communications Holding, LLC, First Lien Debt 2 2024-06-30 0001782524 Coupa Holdings, LLC, First Lien Debt 1 2024-06-30 0001782524 Coupa Holdings, LLC, First Lien Debt 2 2024-06-30 0001782524 Coupa Holdings, LLC, First Lien Debt 3 2024-06-30 0001782524 Cyara AcquisitionCo, LLC, First Lien Debt 1 2024-06-30 0001782524 Cyara AcquisitionCo, LLC, First Lien Debt 2 2024-06-30 0001782524 Cyara AcquisitionCo, LLC, First Lien Debt 2024-06-30 0001782524 Diligent Corporation, First Lien Debt 1 2024-06-30 0001782524 Diligent Corporation, First Lien Debt 2 2024-06-30 0001782524 Diligent Corporation, First Lien Debt 3 2024-06-30 0001782524 E-Discovery AcquireCo, LLC, First Lien Debt 1 2024-06-30 0001782524 E-Discovery AcquireCo, LLC, First Lien Debt 2 2024-06-30 0001782524 Formstack Acquisition Co, First Lien Debt 1 2024-06-30 0001782524 Formstack Acquisition Co, First Lien Debt 2 2024-06-30 0001782524 Formstack Acquisition Co, First Lien Debt 3 2024-06-30 0001782524 Fullsteam Operations, LLC, First Lien Debt 1 2024-06-30 0001782524 Fullsteam Operations, LLC, First Lien Debt 2 2024-06-30 0001782524 Fullsteam Operations, LLC, First Lien Debt 3 2024-06-30 0001782524 Granicus, Inc., First Lien Debt 1 2024-06-30 0001782524 Granicus, Inc., First Lien Debt 2 2024-06-30 0001782524 Granicus, Inc., First Lien Debt 3 2024-06-30 0001782524 GS AcquisitionCo, Inc., First Lien Debt 1 2024-06-30 0001782524 GS AcquisitionCo, Inc., First Lien Debt 2 2024-06-30 0001782524 GS AcquisitionCo, Inc., First Lien Debt 3 2024-06-30 0001782524 Hootsuite Inc., First Lien Debt 1 2024-06-30 0001782524 Hootsuite Inc., First Lien Debt 2 2024-06-30 0001782524 Icefall Parent, Inc., First Lien Debt 1 2024-06-30 0001782524 Icefall Parent, Inc., First Lien Debt 2 2024-06-30 0001782524 Kaseya, Inc., First Lien Debt 1 2024-06-30 0001782524 Kaseya, Inc., First Lien Debt 2 2024-06-30 0001782524 Kaseya, Inc., First Lien Debt 3 2024-06-30 0001782524 LegitScript, LLC, First Lien Debt 1 2024-06-30 0001782524 LegitScript, LLC, First Lien Debt 2 2024-06-30 0001782524 LegitScript, LLC, First Lien Debt 3 2024-06-30 0001782524 Matrix Parent, Inc., First Lien Debt 2024-06-30 0001782524 Matrix Parent, Inc., Second Lien Debt 2024-06-30 0001782524 Montana Buyer, Inc., First Lien Debt 1 2024-06-30 0001782524 Montana Buyer, Inc., First Lien Debt 2 2024-06-30 0001782524 Netwrix Corporation And Concept Searching, Inc., First Lien Debt 1 2024-06-30 0001782524 Netwrix Corporation And Concept Searching, Inc., First Lien Debt 2 2024-06-30 0001782524 Oak Purchaser, Inc., First Lien Debt 1 2024-06-30 0001782524 Oak Purchaser, Inc., First Lien Debt 2 2024-06-30 0001782524 Oak Purchaser, Inc., First Lien Debt 3 2024-06-30 0001782524 Pound Bidco, Inc., First Lien Debt 1 2024-06-30 0001782524 Pound Bidco, Inc., First Lien Debt 2 2024-06-30 0001782524 Pound Bidco, Inc., First Lien Debt 3 2024-06-30 0001782524 Project Leopard Holdings, Inc., First Lien Debt 2024-06-30 0001782524 Revalize, Inc., First Lien Debt 1 2024-06-30 0001782524 Revalize, Inc., First Lien Debt 2 2024-06-30 0001782524 Riskonnect Parent, LLC, First Lien Debt 1 2024-06-30 0001782524 Riskonnect Parent, LLC, First Lien Debt 2 2024-06-30 0001782524 Riskonnect Parent, LLC, First Lien Debt 3 2024-06-30 0001782524 Securonix, Inc., First Lien Debt 1 2024-

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365 Retail Markets, LLC, Revolver 2024-06-30 0001782524 48Forty Solutions, LLC,
Revolver 2024-06-30 0001782524 ARI Network Services, Inc., Revolver 2024-06-30
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Holdings, Inc. (AbacusNext), Revolver 2024-06-30 0001782524 Abracon Group
Holdings, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Advarra Holdings,
Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Alert Media, Inc., Revolver
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Acquisition, LLC, Revolver 2024-06-30 0001782524 Any Hour, LLC, Delayed Draw Term
Loan 2024-06-30 0001782524 Any Hour, LLC, Revolver 2024-06-30 0001782524 Apex
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Partners, LLC, Revolver 2024-06-30 0001782524 Appfire Technologies, LLC, Delayed
Draw Term Loan 2024-06-30 0001782524 Appfire Technologies, LLC, Revolver 2024-
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Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Artifact Bidco, Inc., Revolver
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Revolver 2024-06-30 0001782524 Atlas Us Finco, Inc., Revolver 2024-06-30
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Loan 2024-06-30 0001782524 Bradyifs Holdings, LLC, Revolver 2024-06-30
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Revolver 2024-06-30 0001782524 COP Collisionright Parent, LLC, Delayed Draw Term
Loan 2024-06-30 0001782524 COP Collisionright Parent, LLC, Revolver 2024-06-30
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Revolver 2024-06-30 0001782524 Cerity Partners, LLC, Delayed Draw Term Loan 2024-
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Intermediate, LLC, Revolver 2024-06-30 0001782524 Citrin Cooperman Advisors, LLC,
Delayed Draw Term Loan 2024-06-30 0001782524 Consor Intermediate II, LLC,
Delayed Draw Term Loan 2024-06-30 0001782524 Consor Intermediate II, LLC,
Revolver 2024-06-30 0001782524 Coupa Holdings, LLC, Delayed Draw Term Loan
2024-06-30 0001782524 Coupa Holdings, LLC, Revolver 2024-06-30 0001782524 Cyara
AcquisitionCo, LLC, Revolver 2024-06-30 0001782524 Diligent Corporation, Delayed

Draw Term Loan 2024-06-30 0001782524 Diligent Corporation, Revolver 2024-06-30 0001782524 Dwyer Instruments, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Dwyer Instruments, Inc., Revolver 2024-06-30 0001782524 E-Discovery AcquireCo, LLC, Revolver 2024-06-30 0001782524 EVDR Purchaser, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 EVDR Purchaser, Inc., Revolver 2024-06-30 0001782524 Encore Holdings, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Encore Holdings, LLC, Revolver 2024-06-30 0001782524 Energy Labs Holdings Corp., Delayed Draw Term Loan 2024-06-30 0001782524 Energy Labs Holdings Corp., Revolver 2024-06-30 0001782524 Essential Services Holding Corporation, Delayed Draw Term Loan 2024-06-30 0001782524 Essential Services Holding Corporation, Revolver 2024-06-30 0001782524 Excelitas Technologies Corp., Delayed Draw Term Loan 2024-06-30 0001782524 Excelitas Technologies Corp., Revolver 2024-06-30 0001782524 FLS Holding, Inc., Revolver 2024-06-30 0001782524 FMG Suite Holdings, LLC, Revolver 2024-06-30 0001782524 FORTIS Solutions Group, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 FORTIS Solutions Group, LLC, Revolver 2024-06-30 0001782524 Formstack Acquisition Co, Delayed Draw Term Loan 2024-06-30 0001782524 Formstack Acquisition Co, Revolver 2024-06-30 0001782524 Foundation Risk Partners Corp., Delayed Draw Term Loan 2024-06-30 0001782524 Foundation Risk Partners Corp., Revolver 2024-06-30 0001782524 Fullsteam Operations, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Fullsteam Operations, LLC, Revolver 2024-06-30 0001782524 GC Waves Holdings, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 GC Waves Holdings, Inc., Revolver 2024-06-30 0001782524 GI DI Cornfield Acquisition LLC, Delayed Draw Term Loan 2024-06-30 0001782524 GPS Merger Sub, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 GPS Merger Sub, LLC, Revolver 2024-06-30 0001782524 GS AcquisitionCo, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 GS AcquisitionCo, Inc., Revolver 2024-06-30 0001782524 GSM Acquisition Corp. (GSM Outdoors), Revolver 2024-06-30 0001782524 Galway Borrower, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Galway Borrower, LLC, Revolver 2024-06-30 0001782524 Gateway US Holdings, Inc., Revolver 2024-06-30 0001782524 Granicus, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Granicus, Inc., Revolver 2024-06-30 0001782524 GraphPad Software, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 GraphPad Software, LLC, Revolver 2024-06-30 0001782524 Ground Penetrating Radar Systems, LLC,, Delayed Draw Term Loan 2024-06-30 0001782524 Ground Penetrating Radar Systems, LLC,, Revolver 2024-06-30 0001782524 HSI Halo Acquisition, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 HSI Halo Acquisition, Inc., Revolver 2024-06-30 0001782524 Heartland Veterinary Partners, LLC, Revolver 2024-06-30 0001782524 Helios Service Partners, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Helios Service Partners, LLC, Revolver 2024-06-30 0001782524 Hercules Borrower LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Higginbotham Insurance Agency, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 High Street Buyer, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 High Street Buyer, Inc., Revolver 2024-06-30 0001782524 Hootsuite Inc., Revolver 2024-06-30 0001782524 Hyland Software, Inc., Revolver 2024-06-30 0001782524 Icefall Parent, Inc., Revolver 2024-06-30 0001782524 Inszone Mid, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Inszone Mid, LLC, Revolver 2024-06-30 0001782524 Integrity Marketing Acquisition, LLC, Revolver 2024-06-30 0001782524 Invictus Buyer, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Invictus Buyer, LLC, Revolver 2024-06-30 0001782524 Iris Buyer, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Iris Buyer, LLC, Revolver 2024-06-30 0001782524 KENG Acquisition, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 KENG Acquisition, Inc., Revolver 2024-06-30 0001782524 KWOR Acquisition, Inc., Revolver 2024-06-30 0001782524 Kaseya, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Kaseya, Inc., Revolver 2024-06-30 0001782524 Komline Sanderson Engineering Corp., Revolver 2024-06-30 0001782524 LJ Avalon Holdings, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 LJ Avalon Holdings, LLC, Revolver 2024-06-30 0001782524 LUV Car Wash Group, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 LegitScript, LLC, Revolver 2024-06-30 0001782524 MHE Intermediate Holdings, LLC, Revolver 2024-06-30 0001782524 MRI Software, LLC, Delayed Draw

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Mobile Communications America, Inc., Revolver 2024-06-30 0001782524 Model N,
Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Model N, Inc., Revolver 2024-
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Corporation And Concept Searching, Inc., Revolver 2024-06-30 0001782524 Oak
Purchaser, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Oak Purchaser, Inc.,
Revolver 2024-06-30 0001782524 Orion Group Holdeo, LLC, Delayed Draw Term Loan
2024-06-30 0001782524 PCX Holding Corp., Revolver 2024-06-30 0001782524
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Delayed Draw Term Loan 2024-06-30 0001782524 PDI TA Holdings, Inc., Revolver
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Pound Bidco, Inc., Revolver 2024-06-30 0001782524 Procure Acquireco, Inc. (Procure
Analytics), Revolver 2024-06-30 0001782524 Project Accelerate Parent, LLC, Revolver
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Infusion Buyer, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Pye-Barker Fire
& Safety, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Pye-Barker Fire &
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Randy's Holdings, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Randy's
Holdings, Inc., Revolver 2024-06-30 0001782524 Raptor Merger Sub Debt, LLC,
Revolver 2024-06-30 0001782524 Recovery Point Systems, Inc., Revolver 2024-06-30
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Delayed Draw Term Loan 2024-06-30 0001782524 Riskonnect Parent, LLC, Revolver
2024-06-30 0001782524 RoadOne IntermodaLogistics, Delayed Draw Term Loan 2024-
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Newco 2 Inc, Delayed Draw Term Loan 2024-06-30 0001782524 SV Newco 2 Inc,
Revolver 2024-06-30 0001782524 Securonix, Inc., Revolver 2024-06-30 0001782524
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Sherlock Buyer Corp., Revolver 2024-06-30 0001782524 Smarsh, Inc., Delayed Draw
Term Loan 2024-06-30 0001782524 Smarsh, Inc., Revolver 2024-06-30 0001782524
Sonny's Enterprises, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Spectrio,
LLC, Revolver 2024-06-30 0001782524 Spectrum Automotive Holdings Corp., Delayed
Draw Term Loan 2024-06-30 0001782524 Spectrum Automotive Holdings Corp.,
Revolver 2024-06-30 0001782524 Spotless Brands, LLC, Revolver 2024-06-30
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Holdings, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Surewerx Purchaser
III, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Surewerx Purchaser III,
Inc., Revolver 2024-06-30 0001782524 Suveto, Revolver 2024-06-30 0001782524
Sweep Purchaser, LLC, Revolver 2024-06-30 0001782524 Tamarack Intermediate, LLC,
Revolver 2024-06-30 0001782524 Tank Holding Corp., Delayed Draw Term Loan 2024-

06-30 0001782524 Tank Holding Corp., Revolver 2024-06-30 0001782524 Thrive Buyer, Inc. (Thrive Networks), Revolver 2024-06-30 0001782524 Tidi Legacy Products, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Tidi Legacy Products, Inc., Revolver 2024-06-30 0001782524 Trintech, Inc., Revolver 2024-06-30 0001782524 Triple Lift, Inc., Revolver 2024-06-30 0001782524 Trunk Acquisition, Inc., Revolver 2024-06-30 0001782524 Two Six Labs, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Two Six Labs, LLC, Revolver 2024-06-30 0001782524 US Infra Svcs Buyer, LLC, Revolver 2024-06-30 0001782524 United Flow Technologies Intermediate Holdco II, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 United Flow Technologies Intermediate Holdco II, LLC, Revolver 2024-06-30 0001782524 UpStack, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 UpStack, Inc., Revolver 2024-06-30 0001782524 V Global Holdings, LLC, Revolver 2024-06-30 0001782524 VRC Companies, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 VRC Companies, LLC, Revolver 2024-06-30 0001782524 Vardiman Black Holdings, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Vehlo Purchaser, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Vehlo Purchaser, LLC, Revolver 2024-06-30 0001782524 Vensure Employer Services, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 Verdantas LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Verdantas LLC, Revolver 2024-06-30 0001782524 Vertex Service Partners, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 Vertex Service Partners, LLC, Revolver 2024-06-30 0001782524 Vessco Midco Holdings, LLC, Revolver 2024-06-30 0001782524 World Insurance Associates, LLC, Revolver 2024-06-30 0001782524 YI, LLC, Delayed Draw Term Loan 2024-06-30 0001782524 YI, LLC, Revolver 2024-06-30 0001782524 Zarya Intermediate, LLC, Revolver 2024-06-30 0001782524 iCIMS, Inc., Delayed Draw Term Loan 2024-06-30 0001782524 iCIMS, Inc., Revolver 2024-06-30 0001782524 mPulse Mobile, Inc., Revolver 2024-06-30 0001782524
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Inc. 2 2023-12-31 0001782524 Stepping Stones Healthcare Services, LLC 1 2023-12-31 0001782524 Stepping Stones Healthcare Services, LLC 2 2023-12-31 0001782524 Stepping Stones Healthcare Services, LLC 3 2023-12-31 0001782524 Suveto 1 2023-12-31 0001782524 Suveto 2 2023-12-31 0001782524 Tivity Health, Inc. 2023-12-31 0001782524 Vardiman Black Holdings, LLC 1 2023-12-31 0001782524 Vardiman Black Holdings, LLC 2 2023-12-31 0001782524 Vermont Aus Pty Ltd 2023-12-31 0001782524 msdlf:HealthCareProvidersServicesSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Hyland Software, Inc. 1 2023-12-31 0001782524 Hyland Software, Inc. 2 2023-12-31 0001782524 Lightspeed Buyer, Inc. 1 2023-12-31 0001782524 Lightspeed Buyer, Inc. 2 2023-12-31 0001782524 msdlf:HealthCareTechnologyMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Excelitas Technologies Corp. 1 2023-12-31 0001782524 Excelitas Technologies Corp. 2 2023-12-31 0001782524 Excelitas Technologies Corp. 3 2023-12-31 0001782524 Excelitas Technologies Corp. 4 2023-12-31 0001782524 Raptor Merger Sub Debt, LLC 1 2023-12-31 0001782524 Raptor Merger Sub Debt, LLC 2 2023-12-31 0001782524 msdlf:IndustrialConglomeratesSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Amerilife Holdings, LLC 1 2023-12-31 0001782524 Amerilife Holdings, LLC 2 2023-12-31 0001782524 Amerilife Holdings, LLC 3 2023-12-31 0001782524 Foundation Risk Partners Corp. 1 2023-12-31 0001782524 Foundation Risk Partners Corp. 2 2023-12-31 0001782524 Foundation Risk Partners Corp. 3 2023-12-31 0001782524 Galway Borrower, LLC 1 2023-12-31 0001782524 Galway Borrower, LLC 2 2023-12-31 0001782524 Galway Borrower, LLC 3 2023-12-31 0001782524 Higginbotham Insurance Agency, Inc. 1 2023-12-31 0001782524 Higginbotham Insurance Agency, Inc. 2 2023-12-31 0001782524 High Street Buyer, Inc. 1 2023-12-31 0001782524 High Street Buyer, Inc. 2 2023-12-31 0001782524 High Street Buyer, Inc. 3 2023-12-31 0001782524 Long Term Care Group, Inc. 2023-12-31 0001782524 Inszone Mid, LLC 1 2023-12-31 0001782524 Inszone Mid, LLC 2 2023-12-31 0001782524 Inszone Mid, LLC 3 2023-12-31 0001782524 Integrity Marketing Acquisition, LLC 1 2023-12-31 0001782524 Integrity Marketing Acquisition, LLC 2 2023-12-31 0001782524 Integrity Marketing Acquisition, LLC 3 2023-12-31 0001782524 Keystone Agency Investors 1 2023-12-31 0001782524 Keystone Agency Investors 2 2023-12-31 0001782524 Majesco 1 2023-12-31 0001782524 Majesco 2 2023-12-31 0001782524 Patriot Growth Insurance Services, LLC 1 2023-12-31 0001782524 Patriot Growth Insurance Services, LLC 2 2023-12-31 0001782524 Peter C. Foy & Associates Insurance Services, LLC 1 2023-12-31 0001782524 Peter C. Foy & Associates Insurance Services, LLC 2 2023-12-31 0001782524 Peter C. Foy & Associates Insurance Services, LLC 3 2023-12-31 0001782524 RSC Acquisition, Inc. 1 2023-12-31 0001782524 RSC Acquisition, Inc. 2 2023-12-31 0001782524 Summit Acquisition Inc 2023-12-31 0001782524 Summit Acquisition, Inc. 1 2023-12-31 0001782524 Summit Acquisition, Inc. 2 2023-12-31 0001782524 World Insurance Associates, LLC 1 2023-12-31 0001782524 World Insurance Associates, LLC 2 2023-12-31 0001782524 us-gaap:InsuranceSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 FMG Suite Holdings, LLC 1 2023-12-31 0001782524 FMG Suite Holdings, LLC 2 2023-12-31 0001782524 FMG Suite Holdings, LLC 3 2023-12-31 0001782524 Spectrio, LLC 1 2023-12-31 0001782524 Spectrio, LLC 2 2023-12-31 0001782524 Spectrio, LLC 3 2023-12-31 0001782524 Triple Lift, Inc. 1 2023-12-31 0001782524 Triple Lift, Inc. 2 2023-12-31 0001782524 msdlf:InteractiveMediaAndServicesSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Atlas Purchaser, Inc. 2023-12-31 0001782524 Catalis Intermediate, Inc. 1 2023-12-31 0001782524 Catalis Intermediate, Inc. 2 2023-12-31 0001782524 Catalis Intermediate, Inc. 3 2023-12-31 0001782524 Donuts, Inc. 2023-12-31 0001782524 Recovery Point Systems, Inc. 1 2023-12-31 0001782524 Recovery Point Systems, Inc. 2 2023-12-31 0001782524 Redwood Services Group, LLC 1 2023-12-31 0001782524 Redwood Services Group, LLC 2 2023-12-31 0001782524 Syntax Systems Ltd 1 2023-12-31 0001782524 Syntax Systems Ltd 2 2023-12-31 0001782524 Thrive Buyer, Inc. (Thrive Networks) 1 2023-12-31 0001782524 Thrive Buyer, Inc. (Thrive Networks) 2 2023-12-31 0001782524 Thrive Buyer, Inc. (Thrive Networks) 3

2023-12-31 0001782524 UpStack, Inc. 1 2023-12-31 0001782524 UpStack, Inc. 2 2023-12-31 0001782524 UpStack, Inc. 3 2023-12-31 0001782524 us-gaap:TechnologySectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 GSM Acquisition Corp. (GSM Outdoors) 1 2023-12-31 0001782524 GSM Acquisition Corp. (GSM Outdoors) 2 2023-12-31 0001782524 GSM Acquisition Corp. (GSM Outdoors) 3 2023-12-31 0001782524 msdlf:LeisureProductsSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Answer Acquisition, LLC 1 2023-12-31 0001782524 Answer Acquisition, LLC 2 2023-12-31 0001782524 Chase Intermediate, LLC 1 2023-12-31 0001782524 Chase Intermediate, LLC 2 2023-12-31 0001782524 Komline Sanderson Engineering Corp. 1 2023-12-31 0001782524 Komline Sanderson Engineering Corp. 2 2023-12-31 0001782524 Komline Sanderson Engineering Corp. 3 2023-12-31 0001782524 MHE Intermediate Holdings, LLC 1 2023-12-31 0001782524 MHE Intermediate Holdings, LLC 2 2023-12-31 0001782524 MHE Intermediate Holdings, LLC 3 2023-12-31 0001782524 msdlf:MachinerySectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 AWP Group Holdings, Inc 1 2023-12-31 0001782524 AWP Group Holdings, Inc 2 2023-12-31 0001782524 AWP Group Holdings, Inc 3 2023-12-31 0001782524 Ground Penetrating Radar Systems, LLC 1 2023-12-31 0001782524 Ground Penetrating Radar Systems, LLC 2 2023-12-31 0001782524 Vessco Midco Holdings, LLC 1 2023-12-31 0001782524 Vessco Midco Holdings, LLC 2 2023-12-31 0001782524 Vessco Midco Holdings, LLC 3 2023-12-31 0001782524 msdlf:UtilitiesSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Caerus US 1, Inc. 1 2023-12-31 0001782524 Caerus US 1, Inc. 2 2023-12-31 0001782524 Caerus US 1, Inc. 3 2023-12-31 0001782524 msdlf:PharmaceuticalsSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Abacus Data Holdings, Inc. (AbacusNext) 1 2023-12-31 0001782524 Abacus Data Holdings, Inc. (AbacusNext) 2 2023-12-31 0001782524 Abacus Data Holdings, Inc. (AbacusNext) 3 2023-12-31 0001782524 Bridgepointe Technologies, LLC 1 2023-12-31 0001782524 Bridgepointe Technologies, LLC 2 2023-12-31 0001782524 Bullhorn, Inc. 1 2023-12-31 0001782524 Bullhorn, Inc. 2 2023-12-31 0001782524 Bullhorn, Inc. 3 2023-12-31 0001782524 Citrin Cooperman Advisors, LLC 1 2023-12-31 0001782524 Citrin Cooperman Advisors, LLC 2 2023-12-31 0001782524 GPS Merger Sub, LLC 1 2023-12-31 0001782524 GPS Merger Sub, LLC 2 2023-12-31 0001782524 GPS Merger Sub, LLC 3 2023-12-31 0001782524 KENG Acquisition, Inc 1 2023-12-31 0001782524 KENG Acquisition, Inc 2 2023-12-31 0001782524 KENG Acquisition, Inc 3 2023-12-31 0001782524 KWOR Acquisition, Inc. 1 2023-12-31 0001782524 KWOR Acquisition, Inc. 2 2023-12-31 0001782524 KWOR Acquisition, Inc. 3 2023-12-31 0001782524 Project Boost Purchaser, LLC 1 2023-12-31 0001782524 Project Boost Purchaser, LLC 2 2023-12-31 0001782524 Project Boost Purchaser, LLC 3 2023-12-31 0001782524 msdlf:ProfessionalServicesSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Associations, Inc. 1 2023-12-31 0001782524 Associations, Inc. 2 2023-12-31 0001782524 Associations, Inc. 3 2023-12-31 0001782524 MRI Software, LLC 1 2023-12-31 0001782524 MRI Software, LLC 2 2023-12-31 0001782524 MRI Software, LLC 3 2023-12-31 0001782524 Pritchard Industries, LLC 1 2023-12-31 0001782524 Pritchard Industries, LLC 2 2023-12-31 0001782524 Zarya Intermediate, LLC 1 2023-12-31 0001782524 Zarya Intermediate, LLC 2 2023-12-31 0001782524 us-gaap:RealEstateSectorMembermsdlf:DebtSecuritiesFirstLienMember 2023-12-31 0001782524 Alert Media, Inc. 1 2023-12-31 0001782524 Alert Media, Inc. 2 2023-12-31 0001782524 Anaplan, Inc. 2023-12-31 0001782524 Appfire Technologies, LLC 1 2023-12-31 0001782524 Appfire Technologies, LLC 2 2023-12-31 0001782524 Appfire Technologies, LLC 3 2023-12-31 0001782524 Bottomline Technologies, Inc. 1 2023-12-31 0001782524 Bottomline Technologies, Inc. 2 2023-12-31 0001782524 CLEO Communications Holding, LLC 1 2023-12-31 0001782524 CLEO Communications Holding, LLC 2 2023-12-31 0001782524 Coupa Holdings, LLC 1 2023-12-31 0001782524 Coupa Holdings, LLC 2 2023-12-31 0001782524 Coupa Holdings, LLC 3 2023-12-31 0001782524 Cyara AcquisitionCo, LLC 1 2023-12-31 0001782524 Cyara AcquisitionCo, LLC 2 2023-12-31 0001782524 Diligent Corporation 1 2023-12-31

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2023-12-31 0001782524 E-Discovery AcquireCo, LLC 1 2023-12-31 0001782524 E-
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2023-12-31 0001782524 Montana Buyer, Inc. 1 2023-12-31 0001782524 Montana
Buyer, Inc. 2 2023-12-31 0001782524 Netwrix Corporation And Concept Searching,
Inc. 1 2023-12-31 0001782524 Netwrix Corporation And Concept Searching, Inc. 2
2023-12-31 0001782524 Netwrix Corporation And Concept Searching, Inc. 3 2023-12-
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2023-12-31 0001782524 Oak Purchaser, Inc. 3 2023-12-31 0001782524 Pound Bidco,
Inc. 1 2023-12-31 0001782524 Pound Bidco, Inc. 2 2023-12-31 0001782524 Pound
Bidco, Inc. 3 2023-12-31 0001782524 Project Leopard Holdings, Inc. 2023-12-31
0001782524 Revalize, Inc. 1 2023-12-31 0001782524 Revalize, Inc. 2 2023-12-31
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2 2023-12-31 0001782524 Securonix, Inc. 1 2023-12-31 0001782524 Securonix, Inc. 2
2023-12-31 0001782524 Skykick, Inc. 1 2023-12-31 0001782524 Skykick, Inc. 2 2023-
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Acquisition, Inc. 2 2023-12-31 0001782524 User Zoom Technologies, Inc. 2023-12-31
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Communications America, Inc. 4 2023-12-31 0001782524
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2023-12-31 0001782524 msdlf:DebtSecuritiesFirstLienMember 2023-12-31
0001782524 Omni Intermediate Holdings, LLC 4 2023-12-31 0001782524 PAI Holdco,
Inc. 2023-12-31 0001782524 Infinite Bidco, LLC 2 2023-12-31 0001782524 QBS
Parent, Inc. 2023-12-31 0001782524 Heartland Veterinary Partners, LLC 4 2023-12-31
0001782524 Heartland Veterinary Partners, LLC 5 2023-12-31 0001782524
msdlf:HealthCareProvidersServicesSectorMembermsdlf:DebtSecuritiesSecondLienMem
2023-12-31 0001782524 Aptean, Inc. 2023-12-31 0001782524 Help/Systems Holdings,
Inc. 2023-12-31 0001782524 Idera, Inc. 2023-12-31 0001782524 Red Dawn SEI Buyer,
Inc. 2023-12-31 0001782524 us-
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0001782524 Flexera Software, LLC 2023-12-31 0001782524 Matrix Parent, Inc. 2 2023-
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0001782524 msdlf:DebtSecuritiesSecondLienMember 2023-12-31 0001782524 Familia
Intermediate Holdings I Corp. (Teasdale Latin Foods) 2023-12-31 0001782524 Fetch
Insurance Services, LLC 2023-12-31 0001782524
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Diligent Corporation 2023-12-31 0001782524 FORTIS Solutions Group, LLC 2023-12-
31 0001782524 Integrity Marketing Acquisition, LLC 2023-12-31 0001782524
Knockout Intermediate Holdings I, Inc. 2023-12-31 0001782524 Revalize, Inc. 2023-
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Inc. 2023-12-31 0001782524 msdlf:OtherSecurityInvestmentsPreferredEquityMember
2023-12-31 0001782524 Abacus Data Holdings, Inc. (AbacusNext) 2023-12-31
0001782524 Amerilife Holdings, LLC 2023-12-31 0001782524 BP Purchaser, LLC,
Common Equity 2023-12-31 0001782524 CSC Thrive Holdings, LP (Thrive Networks)
2023-12-31 0001782524 Encore Holdings, LLC 2023-12-31 0001782524 Frisbee
Holdings, LP (Fetch) 2023-12-31 0001782524 Fullsteam Operations, LLC 2023-12-31
0001782524 GSM Equity Investors, LP (GSM Outdoors) 2023-12-31 0001782524 Help
HP SCF Investor, LP (Help/Systems) 2023-12-31 0001782524 LUV Car Wash 2023-12-
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2023-01-012023-06-30 0001782524
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ORGANIZATION<div style="margin-top:6pt;text-align:justify">Morgan Stanley Direct Lending Fund (the "Company") is a non-diversified, externally managed specialty finance company focused on lending to middle-market companies. The Company has elected to be regulated as a business development company ("BDC") under the Investment Company Act of 1940, as amended (the "1940 Act"). In addition, for U.S. federal income tax purposes, the Company has elected to be treated, and intends to comply with the requirements to qualify annually, as a regulated investment company ("RIC") under Subchapter M of the Internal Revenue Code of 1986, as amended (the "Code"). The Company is not a subsidiary of or consolidated with Morgan Stanley.</div><div style="margin-top:6pt;text-align:justify">The Company was formed as a Delaware limited liability company on May 30, 2019 and, effective November 25, 2019, converted to a Delaware corporation. The Company commenced investment operations in January 2020. The Company has delegated the right to manage the assets of the Company to MS Capital Partners Adviser Inc., as the investment adviser to the Company (the "Adviser" or "Investment Adviser"). The Investment Adviser is an indirect, wholly owned subsidiary of Morgan Stanley.</div><div style="margin-top:6pt;text-align:justify">The Company's investment objective is to achieve attractive risk-adjusted returns via current income and, to a lesser extent, capital appreciation by investing primarily in directly originated senior secured term loans issued by U.S. middle-market companies in which private equity sponsors have a controlling equity stake in the portfolio company. </div><div style="margin-top:6pt;text-align:justify">The Company conducted private offerings of its common stock, par value \$0.001 per share (the "Common Stock"), to investors in reliance on exemptions from the registration requirements of

the Securities Act of 1933, as amended (the "Securities Act"). At the closing of each private offering, each investor made a capital commitment (a "Capital Commitment") to purchase shares of Common Stock pursuant to a subscription agreement entered into with the Company. As of October 4, 2023, all Capital Commitments had been fully funded.

On January 26, 2024, the Company closed its initial public offering ("IPO"), issuing 5,000,000 shares of its Common Stock at a public offering price of \$20.67 per share. Net of underwriting fees, the Company received net cash proceeds, before offering expenses, of \$97.1 million. The Company's Common Stock began trading on the NYSE under the symbol "MSDL" on January 24, 2024.

SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP"). As an investment company, the Company applies the accounting and reporting guidance in Accounting Standards Codification ("ASC") Topic 946, Financial Services – Investment Companies ("ASC 946") issued by the Financial Accounting Standards Board ("FASB").

The interim consolidated financial statements have been prepared in accordance with U.S. GAAP for interim financial information and pursuant to the requirements for reporting on Form 10-Q and Articles 6 and 10 of Regulation S-X. Accordingly, certain disclosures accompanying the annual consolidated financial statements prepared in accordance with U.S. GAAP are omitted. In the opinion of management, all adjustments and reclassifications, consisting solely of normal recurring accruals considered necessary for the fair presentation of consolidated financial statements for the interim period presented, have been included. The current period's results of operations will not necessarily be indicative of results that the Company may ultimately achieve for the year ending December 31, 2024.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and expenses and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Such amounts could differ from those estimates and such differences could be material. Management's estimates are based on historical experiences and other factors, including expectations of future events that management believes to be reasonable under the circumstances. Assumptions and estimates regarding the valuation of investments involve a higher degree of judgment and complexity and these assumptions and estimates may be significant to the consolidated financial statements.

Consolidation

As provided under ASC 946, the Company will not consolidate its investment in a company other than an investment company subsidiary or a controlled operating company whose business consists of providing services to the Company. Accordingly, the Company consolidated the accounts of the Company's wholly owned subsidiaries in the consolidated financial statements. All intercompany balances and transactions have been eliminated in consolidation.

The Company has formed wholly owned subsidiaries, which are structured as Delaware limited liability companies, for the purpose of holding certain investments in portfolio companies made by the Company. The Company's wholly owned subsidiaries include: DLF CA SPV LLC ("CA SPV"), DLF SPV LLC ("DLF SPV"), DLF Financing SPV LLC ("Financing SPV") and DLF Equity Holdings LLC ("Equity Holdings," and collectively with CA SPV, DLF SPV and Financing SPV, the "subsidiaries"). The Company consolidates its wholly owned subsidiaries in these consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and highly liquid investments, such as money market funds, with original maturities of three months or less, and restricted cash pledged as collateral. Cash and cash equivalents are carried at cost, which approximates fair value. The Company deposits its cash and cash equivalents with financial institutions and, at times, may exceed the Federal Deposit Insurance Corporation insured limit.

Foreign Currency Translation

The functional currency of the Company is the U.S. Dollar. Investments denominated in foreign currencies are translated into U.S. Dollars based upon currency exchange rates effective on the last business day of the current reporting period. Net changes in fair value of investments due to foreign exchange rates fluctuation is recorded as change in unrealized appreciation (depreciation) from translation of assets and liabilities in foreign currencies on the Consolidated Statements of Operations. Investment and non-investment activities denominated in foreign currencies, including purchase and sales of investments, borrowings and repayments of debt, income and expenses, are translated into U.S. dollars based upon currency exchange rates prevailing on the transaction dates.

Investments

Investment transactions are recorded on the trade date. Receivables/payables from investments sold/purchased on the Consolidated Statements of Assets and Liabilities consist of amounts receivable to or payable by the Company for transactions that have not settled at the reporting date. Realized gains or losses are measured by the difference between the net proceeds received (excluding prepayment fees, if any) and the amortized cost basis of the investment using the specific identification method without regard to unrealized gains or losses previously recognized, and include investments charged off during the period, net of recoveries. The net change in unrealized gains or losses primarily reflects the change in investment values, including the reversal of previously recorded unrealized gains or losses with respect to investments realized during the period.

The Company's Board of Directors (the "Board of Directors" or the "Board"), with the assistance of the Company's audit committee (the "Audit Committee"), determines the fair value of the Company's investments in accordance with ASC Topic 820, Fair Value Measurements ("ASC 820") issued by the FASB. The Board of Directors has delegated to the Investment Adviser as the valuation designee (the "Valuation Designee") the responsibility of determining the fair value of the Company's investment portfolio, subject to oversight of the Board of Directors, pursuant to Rule 2a-5 under the 1940 Act. As such, the Valuation Designee is charged

with determining the fair value of the Company's investment portfolio, subject to oversight of the Board of Directors. ASC 820 defines fair value as "the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date." Fair value is a market-based measurement, not an entity-specific measurement. For some investments, observable market transactions or market information might be available. For other investments, observable market transactions and market information might not be available. However, the objective of a fair value measurement in both cases is the same – to estimate the price when an orderly transaction to sell the investment would take place between market participants at the measurement date under current market conditions (that is, an exit price at the measurement date from the perspective of a market participant). Refer to Note 5 "Fair Value Measurements" for the Company's framework for determining fair value, fair value hierarchies, and the composition of the Company's portfolio.

Derivative Instruments

Pursuant to ASC 815 Derivatives and Hedging, all derivative instruments entered into by the Company are designated as hedging instruments. For all derivative instruments designated as a hedge, the entire change in the fair value of the hedging instrument shall be recorded in the same line item of the Consolidated Statements of Operations as the hedged item. The Company's derivative instruments are used to hedge certain of the Company's fixed rate debt, and therefore both the periodic payment and the change in fair value for the effective hedge, if applicable, will be recognized as components of interest expense in the Consolidated Statements of Operations. Fair value is estimated by discounting remaining payments using applicable current market rates, or market quotes, if available. Rule 18f-4 requires BDCs that use derivatives to, among other things, comply with a value-at-risk leverage limit, adopt a derivatives risk management program, and implement certain testing and board reporting procedures. Rule 18f-4 exempts BDCs that qualify as "limited derivatives users" from the aforementioned requirements, provided that these BDCs adopt written policies and procedures that are reasonably designed to manage the BDC's derivatives risks and comply with certain recordkeeping requirements. Rule 18f-4 provides that a BDC may enter into an unfunded commitment agreement that is not a derivatives transaction, such as an agreement to provide financing to a portfolio company, if the BDC has, among other things, a reasonable belief, at the time it enters into such an agreement, that it will have sufficient cash and cash equivalents to meet its obligations with respect to all of its unfunded commitment agreements, in each case as it becomes due. Pursuant to Rule 18f-4, when we trade reverse repurchase agreements or similar financing transactions, including certain tender option bonds, we need to aggregate the amount of any other senior securities representing indebtedness (e.g., bank borrowings, if applicable) when calculating our asset coverage ratio. The Company currently qualifies as a "limited derivatives user" and expects to continue to do so.

Revenue Recognition

Interest Income

Interest income is recorded on an accrual basis and includes the accretion of discounts and amortizations of premiums. Discounts from and premiums to par value on debt investments purchased are accreted/amortized into interest income over the life of the respective investment using the effective interest method. The amortized cost of debt investments represents the original cost, including loan origination fees and upfront fees received that are deemed to be an adjustment to yield, adjusted for the accretion of discounts and

amortization of premiums, if any. Exit fees that are receivable upon repayment of a loan or debt security are amortized into interest income over the life of the respective investment. Upon prepayment of a loan or debt investment, any prepayment premiums, unamortized upfront loan origination fees and unamortized discounts are recorded as interest income in the current period.

PIK Income

The Company has debt investments in its portfolio that contain payment-in-kind ("PIK") provisions. PIK represents interest that is accrued and recorded as interest income at the contractual rates, increases the loan principal on the respective capitalization dates, and is generally due at maturity. Such income is included in PIK income on the Consolidated Statements of Operations. If at any point the Company believes PIK is not expected to be realized, the investment generating PIK will be placed on non-accrual status. When a PIK investment is placed on non-accrual status, the accrued, uncapitalized interest is generally reversed through PIK income. This non-cash source of income is included when determining what must be paid out to stockholders in the form of distributions in order for the Company to maintain its status as a RIC, even though the Company has not yet collected cash.

Dividend Income

Dividend income on preferred equity investments is recorded on an accrual basis to the extent that such amounts are payable by the portfolio company and are expected to be collected. Dividend income on common equity investments is recorded on the record date for private portfolio companies. Dividend income is presented net of withholding tax, if any.

Other Income

The Company may receive various fees in the ordinary course of business such as structuring, consent, waiver, amendment and syndication fees as well as fees for managerial assistance rendered by the Company to the portfolio companies. Such fees are recognized in income when earned or when the services are rendered and there is no uncertainty or contingency related to the amount to be received.

Non-Accrual Investments

Loans are generally placed on non-accrual status when there is reasonable doubt that principal or interest will be collected in full. Accrued interest is generally reversed when a loan is placed on non-accrual status. Additionally, any original issue discount and market discount are no longer accreted to interest income as of the date the loan is placed on non-accrual status. Interest payments received on non-accrual loans may be recognized as income or applied to principal depending upon management's judgment regarding collectability. Non-accrual loans are restored to accrual status when past due principal and interest are paid current and, in management's judgment, are likely to remain current. Management may determine to not place a loan on non-accrual status if the loan has sufficient collateral value and is in the process of collection.

As of both June 30, 2024 and December 31, 2023, the Company had certain investments in two portfolio companies that were on non-accrual status. The amortized cost of investments on non-accrual status as of June 30, 2024 and December 31, 2023 was \$12,373 and \$19,353, respectively.

Offering Costs

The Company records expenses related to public equity offerings as a reduction of capital upon completion of an offering of registered securities.

Deferred Financing Costs and Debt Issuance Costs

Deferred financing and debt issuance costs consist of fees and expenses paid in connection with the closing of and amendments to the Company's borrowings. The aforementioned costs are amortized using the straight-line method over each instrument's term. Deferred financing costs related to a revolving credit facility is presented separately as an asset on the Company's Consolidated Statements of Assets and Liabilities. Deferred debt issuance costs related to any notes are presented net against the outstanding debt balance on the Consolidated Statements of Assets and Liabilities.

Income Taxes

The Company has elected to be treated as a RIC under Subchapter M of the Code. So long as the Company maintains its status as a RIC, it generally will not pay corporate U.S. federal income taxes on any ordinary income or capital gains that it distributes, at least annually, to its stockholders as distributions.

In order to continue to qualify as a RIC, the Company must meet certain minimum distribution, source-of-income and asset diversification requirements. If such requirements are met, then the Company is generally required to pay income taxes only on the portion of its taxable income and gains it does not distribute.

The minimum distribution requirements applicable to RICs require the Company to distribute to its stockholders at least 90% of its investment company taxable income (the "ICTI"), as defined by the Code, each year. Depending on the level of ICTI earned in a tax year, the Company may choose to carry forward ICTI in excess of current year distributions into the next tax year. Any such carryover ICTI must be distributed before the end of that next tax year through a distribution declared prior to filing the final tax return related to the year which generated such ICTI.

In addition, based on the excise distribution requirements, the Company is subject to a 4% nondeductible federal excise tax on undistributed income unless the Company distributes in a timely manner an amount at least equal to the sum of (1) 98% of its ordinary income for each calendar year, (2) 98.2% of capital gain net income (both long-term and short-term) for the one-year period ending October 31 in that calendar year and (3) any income realized, but not distributed, in the preceding year. For this purpose, however, any ordinary income or capital gain net income retained by the Company that is subject to corporate income tax is considered to have been distributed. For the three and six months ended June 30, 2024, the Company accrued \$500 and \$936 of U.S. federal excise tax, respectively. For the three and six months

ended June 30, 2023, the Company accrued \$0 and \$0 of U.S. federal excise tax, respectively.

The Company evaluates tax positions taken or expected to be taken in the course of preparing its consolidated financial statements to determine whether the tax positions are “more likely than not” to be sustained by the applicable tax authority. All penalties and interest associated with income taxes, if any, are included in income tax expense.

New Accounting Pronouncements

In December 2023, the FASB issued ASU 2023-09 “Income Taxes (Topic 740): Improvements to Income Tax Disclosures,” (“ASU 2023-09”). ASU 2023-09 requires additional disaggregated disclosures on the entity’s effective tax rate reconciliation and additional details on income taxes paid. ASU 2023-09 is effective on a prospective basis, with the option for retrospective application, for annual periods beginning after December 15, 2024 and early adoption is permitted. The Company does not expect the adoption of ASU 2023-09 to have a material impact on its consolidated financial statements.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”). As an investment company, the Company applies the accounting and reporting guidance in Accounting Standards Codification (“ASC”) Topic 946, Financial Services – Investment Companies (“ASC 946”) issued by the Financial Accounting Standards Board (“FASB”).

The interim consolidated financial statements have been prepared in accordance with U.S. GAAP for interim financial information and pursuant to the requirements for reporting on Form 10-Q and Articles 6 and 10 of Regulation S-X. Accordingly, certain disclosures accompanying the annual consolidated financial statements prepared in accordance with U.S. GAAP are omitted. In the opinion of management, all adjustments and reclassifications, consisting solely of normal recurring accruals considered necessary for the fair presentation of consolidated financial statements for the interim period presented, have been included. The current period’s results of operations will not necessarily be indicative of results that the Company may ultimately achieve for the year ending December 31, 2024.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and expenses and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Such amounts could differ from those estimates and such differences could be material. Management’s estimates are based on historical experiences and other factors, including expectations of future events that management believes to be reasonable under the circumstances. Assumptions and estimates regarding the valuation of investments involve a higher degree of judgment and complexity and these assumptions and estimates may be significant to the

consolidated financial statements.

Consolidation

As provided under ASC 946, the Company will not consolidate its investment in a company other than an investment company subsidiary or a controlled operating company whose business consists of providing services to the Company. Accordingly, the Company consolidated the accounts of the Company's wholly owned subsidiaries in the consolidated financial statements. All intercompany balances and transactions have been eliminated in consolidation.

The Company has formed wholly owned subsidiaries, which are structured as Delaware limited liability companies, for the purpose of holding certain investments in portfolio companies made by the Company. The Company's wholly owned subsidiaries include: DLF CA SPV LLC ("CA SPV"), DLF SPV LLC ("DLF SPV"), DLF Financing SPV LLC ("Financing SPV") and DLF Equity Holdings LLC ("Equity Holdings," and collectively with CA SPV, DLF SPV and Financing SPV, the "subsidiaries"). The Company consolidates its wholly owned subsidiaries in these consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and highly liquid investments, such as money market funds, with original maturities of three months or less, and restricted cash pledged as collateral. Cash and cash equivalents are carried at cost, which approximates fair value. The Company deposits its cash and cash equivalents with financial institutions and, at times, may exceed the Federal Deposit Insurance Corporation insured limit.

Foreign Currency Translation

The functional currency of the Company is the U.S. Dollar. Investments denominated in foreign currencies are translated into U.S. Dollars based upon currency exchange rates effective on the last business day of the current reporting period. Net changes in fair value of investments due to foreign exchange rates fluctuation is recorded as change in unrealized appreciation (depreciation) from translation of assets and liabilities in foreign currencies on the Consolidated Statements of Operations. Investment and non-investment activities denominated in foreign currencies, including purchase and sales of investments, borrowings and repayments of debt, income and expenses, are translated into U.S. dollars based upon currency exchange rates prevailing on the transaction dates.

Investments

Investment transactions are recorded on the trade date. Receivables/payables from investments sold/purchased on the Consolidated Statements of Assets and Liabilities consist of amounts receivable to or payable by the Company for transactions that have not settled at the reporting date. Realized gains or losses are measured by the difference between the net proceeds received (excluding prepayment fees, if any) and the amortized cost basis of the investment using the specific identification method without regard to unrealized gains or losses previously recognized, and include investments charged off during the period, net of recoveries. The net change in unrealized gains or losses primarily reflects the change in investment values, including the reversal of previously recorded unrealized gains or losses with respect to investments realized during the period.

The Company's Board of Directors (the "Board of Directors" or

the “Board”), with the assistance of the Company’s audit committee (the “Audit Committee”), determines the fair value of the Company’s investments in accordance with ASC Topic 820, Fair Value Measurements (“ASC 820”) issued by the FASB. The Board of Directors has delegated to the Investment Adviser as the valuation designee (the “Valuation Designee”) the responsibility of determining the fair value of the Company’s investment portfolio, subject to oversight of the Board of Directors, pursuant to Rule 2a-5 under the 1940 Act. As such, the Valuation Designee is charged with determining the fair value of the Company’s investment portfolio, subject to oversight of the Board of Directors. ASC 820 defines fair value as “the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.” Fair value is a market-based measurement, not an entity-specific measurement. For some investments, observable market transactions or market information might be available. For other investments, observable market transactions and market information might not be available. However, the objective of a fair value measurement in both cases is the same – to estimate the price when an orderly transaction to sell the investment would take place between market participants at the measurement date under current market conditions (that is, an exit price at the measurement date from the perspective of a market participant).

Derivative Instruments

Pursuant to ASC 815 Derivatives and Hedging, all derivative instruments entered into by the Company are designated as hedging instruments. For all derivative instruments designated as a hedge, the entire change in the fair value of the hedging instrument shall be recorded in the same line item of the Consolidated Statements of Operations as the hedged item. The Company’s derivative instruments are used to hedge certain of the Company’s fixed rate debt, and therefore both the periodic payment and the change in fair value for the effective hedge, if applicable, will be recognized as components of interest expense in the Consolidated Statements of Operations. Fair value is estimated by discounting remaining payments using applicable current market rates, or market quotes, if available. Rule 18f-4 requires BDCs that use derivatives to, among other things, comply with a value-at-risk leverage limit, adopt a derivatives risk management program, and implement certain testing and board reporting procedures. Rule 18f-4 exempts BDCs that qualify as “limited derivatives users” from the aforementioned requirements, provided that these BDCs adopt written policies and procedures that are reasonably designed to manage the BDC’s derivatives risks and comply with certain recordkeeping requirements. Rule 18f-4 provides that a BDC may enter into an unfunded commitment agreement that is not a derivatives transaction, such as an agreement to provide financing to a portfolio company, if the BDC has, among other things, a reasonable belief, at the time it enters into such an agreement, that it will have sufficient cash and cash equivalents to meet its obligations with respect to all of its unfunded commitment agreements, in each case as it becomes due. Pursuant to Rule 18f-4, when we trade reverse repurchase agreements or similar financing transactions, including certain tender option bonds, we need to aggregate the amount of any other senior securities representing indebtedness (e.g., bank borrowings, if applicable) when calculating our asset coverage ratio. The Company currently qualifies as a “limited derivatives user” and expects to continue to do so.

Revenue Recognition

Interest Income

Interest income is recorded on an accrual basis and includes the accretion of discounts and amortizations of

premiums. Discounts from and premiums to par value on debt investments purchased are accreted/amortized into interest income over the life of the respective investment using the effective interest method. The amortized cost of debt investments represents the original cost, including loan origination fees and upfront fees received that are deemed to be an adjustment to yield, adjusted for the accretion of discounts and amortization of premiums, if any. Exit fees that are receivable upon repayment of a loan or debt security are amortized into interest income over the life of the respective investment. Upon prepayment of a loan or debt investment, any prepayment premiums, unamortized upfront loan origination fees and unamortized discounts are recorded as interest income in the current period.

PIK Income

The Company has debt investments in its portfolio that contain payment-in-kind ("PIK") provisions. PIK represents interest that is accrued and recorded as interest income at the contractual rates, increases the loan principal on the respective capitalization dates, and is generally due at maturity. Such income is included in PIK income on the Consolidated Statements of Operations. If at any point the Company believes PIK is not expected to be realized, the investment generating PIK will be placed on non-accrual status. When a PIK investment is placed on non-accrual status, the accrued, uncapitalized interest is generally reversed through PIK income. This non-cash source of income is included when determining what must be paid out to stockholders in the form of distributions in order for the Company to maintain its status as a RIC, even though the Company has not yet collected cash.

Dividend Income

Dividend income on preferred equity investments is recorded on an accrual basis to the extent that such amounts are payable by the portfolio company and are expected to be collected. Dividend income on common equity investments is recorded on the record date for private portfolio companies. Dividend income is presented net of withholding tax, if any.

Other Income

The Company may receive various fees in the ordinary course of business such as structuring, consent, waiver, amendment and syndication fees as well as fees for managerial assistance rendered by the Company to the portfolio companies. Such fees are recognized in income when earned or when the services are rendered and there is no uncertainty or contingency related to the amount to be received.

Non-Accrual Investments

Loans are generally placed on non-accrual status when there is reasonable doubt that principal or interest will be collected in full. Accrued interest is generally reversed when a loan is placed on non-accrual status. Additionally, any original issue discount and market discount are no longer accreted to interest income as of the date the loan is placed on non-accrual status. Interest payments received on non-accrual loans may be recognized as income or applied to principal depending upon management's judgment regarding collectability. Non-accrual loans are restored to accrual status when past due principal and interest are paid current and, in management's judgment, are likely to remain current. Management may determine to not place a loan on non-accrual status if the loan has sufficient collateral

value and is in the process of collection.

Offering Costs

The Company records expenses related to public equity offerings as a reduction of capital upon completion of an offering of registered securities.

Deferred Financing Costs and Debt Issuance Costs

Deferred financing and debt issuance costs consist of fees and expenses paid in connection with the closing of and amendments to the Company's borrowings. The aforementioned costs are amortized using the straight-line method over each instrument's term. Deferred financing costs related to a revolving credit facility is presented separately as an asset on the Company's Consolidated Statements of Assets and Liabilities. Deferred debt issuance costs related to any notes are presented net against the outstanding debt balance on the Consolidated Statements of Assets and Liabilities.

Income Taxes

The Company has elected to be treated as a RIC under Subchapter M of the Code. So long as the Company maintains its status as a RIC, it generally will not pay corporate U.S. federal income taxes on any ordinary income or capital gains that it distributes, at least annually, to its stockholders as distributions.

In order to continue to qualify as a RIC, the Company must meet certain minimum distribution, source-of-income and asset diversification requirements. If such requirements are met, then the Company is generally required to pay income taxes only on the portion of its taxable income and gains it does not distribute.

The minimum distribution requirements applicable to RICs require the Company to distribute to its stockholders at least 90% of its investment company taxable income (the "ICTI"), as defined by the Code, each year. Depending on the level of ICTI earned in a tax year, the Company may choose to carry forward ICTI in excess of current year distributions into the next tax year. Any such carryover ICTI must be distributed before the end of that next tax year through a distribution declared prior to filing the final tax return related to the year which generated such ICTI.

In addition, based on the excise distribution requirements, the Company is subject to a 4% nondeductible federal excise tax on undistributed income unless the Company distributes in a timely manner an amount at least equal to the sum of (1) 98% of its ordinary income for each calendar year, (2) 98.2% of capital gain net income (both long-term and short-term) for the one-year period ending October 31 in that calendar year and (3) any income realized, but not distributed, in the preceding year. For this purpose, however, any ordinary income or capital gain net income retained by the Company that is subject to corporate income tax is considered to have been distributed. For the three and six months ended June 30, 2024, the Company accrued \$500 and \$936 of U.S. federal excise tax, respectively. For the three and six months ended June 30, 2023, the Company accrued \$0 and \$0 of U.S. federal excise tax, respectively.

The Company evaluates tax positions taken or expected to be taken in the course of preparing its consolidated financial statements to determine whether the tax positions are "more likely than not" to be sustained by the applicable tax authority. All penalties and interest associated with income taxes, if any, are included in income tax expense.

New Accounting Pronouncements

In December 2023, the FASB issued ASU 2023-09 "Income Taxes (Topic 740): Improvements to Income Tax Disclosures," ("ASU 2023-09"). ASU 2023-09 requires additional disaggregated disclosures on the entity's effective tax rate reconciliation and additional details on income taxes paid. ASU 2023-09 is effective on a prospective basis, with the option for retrospective application, for annual periods beginning after December 15, 2024 and early adoption is permitted. The Company does not expect the adoption of ASU 2023-09 to have a material impact on its consolidated financial statements.

RELATED PARTY TRANSACTIONS

Investment Advisory Agreement

On November 25, 2019, the Company entered into an investment advisory agreement with our Adviser (the "Original Investment Advisory Agreement"). The Original Investment Advisory Agreement had an initial term of two years continued thereafter from year to year if approved annually by the Board of Directors or the Company's stockholders, including, in each case, a majority of the directors who are not "interested persons" as defined in Section 2(a)(19) of the 1940 Act (the "Independent Directors").

On January 24, 2024, the Company entered into the Amended and Restated Investment Advisory Agreement with the Adviser (as amended and restated, the "Investment Advisory Agreement"). The Investment Advisory Agreement incorporates (i) a cumulative three-year lookback provision and (ii) a cap on quarterly income incentive fee payments based on net realized capital loss, if any, during the applicable three-year lookback period. The Investment Advisory Agreement will continue from year to year if approved annually the Board of Directors or the Company's stockholders, including, in each case, a majority of the Independent Directors.

The Company pays the Investment Adviser a fee for its services under the Investment Advisory Agreement consisting of two components: a base management fee (the "Base Management Fee") and an incentive fee. The cost of both the Base Management Fee and the incentive fee are ultimately borne by the stockholders.

Base Management Fee

The Base Management Fee is calculated at an annual rate of 1.0% of the Company's average gross assets at the end of the two most recently completed calendar quarters, including assets purchased with borrowed funds or other forms of leverage but excluding cash and cash equivalents.

Pursuant to the Original Investment Advisory Agreement, the Adviser agreed to irrevocably waive the portion of the Base Management Fee in excess of 0.25% of the Company's average gross assets calculated in accordance with the Original Investment Advisory Agreement prior to a listing of the

Common Stock on a national securities exchange.

Pursuant to the Investment Advisory Agreement, the Adviser has agreed to irrevocably waive any portion of the Base Management Fee in excess of 0.75% of the Company's average gross assets calculated in accordance with the Investment Advisory Agreement for the period from January 24, 2024 to January 24, 2025 (the "Waiver Period").

Base Management Fees waived during the Waiver Period are not subject to recoupment by the Adviser. For services rendered under the Investment Advisory Agreement, the Base Management Fee is payable quarterly in arrears. Base Management Fees for any partial month or quarter will be appropriately pro-rated.

For the three and six months ended June 30, 2024, Base Management Fees were \$6,479 and \$11,612, net of waiver, respectively. For the three and six months ended June 30, 2023, Base Management Fees were \$1,862 and \$3,688, net of waiver, respectively. As of June 30, 2024 and December 31, 2023, \$6,479 and \$2,012, respectively, were payable to the Investment Adviser relating to Base Management Fees.

Incentive Fee

The incentive fee consists of two components that are determined independently of each other, with the result that one component may be payable even if the other is not. One component is based on income and the other component is based on capital gains.

i.

Incentive Fee Based on Income

The first part is determined and paid quarterly based on the Company's pre-incentive fee net investment income, and is subject to an Incentive Fee Cap (as defined below) pursuant to the Investment Advisory Agreement. Pre-incentive fee net investment income is defined as interest income, dividend income and any other income accrued during the calendar quarter, minus operating expenses for the quarter, including the base management fee, expenses payable under the Administration Agreement (as defined below), any interest expense and distributions paid on any issued and outstanding preferred stock, but excluding the incentive fee. Pre-incentive fee net investment income does not include any realized capital gains, realized capital losses or unrealized capital appreciation or depreciation.

Pre-incentive fee net investment income includes, in the case of investments with a deferred interest feature (such as debt instruments with PIK interest and zero coupon securities), accrued income that the Company has not yet received in cash. The Investment Adviser is not obligated to return any incentive fee it receives on PIK interest that is later determined to be uncollectible in cash.

Pursuant to the Original Investment Advisory Agreement, the Company paid its Adviser an income-based incentive fee with respect to the Company's pre-incentive fee net investment income in each calendar quarter as follows:

No income based incentive fee if the Company's pre-incentive fee net investment income, expressed as a return on the value of the Company's net assets at the end of the immediately preceding calendar quarter, does not exceed the hurdle rate of 1.5% (6.0% annualized);

100% of the Company's pre-incentive fee net investment income, if any, that exceeds the hurdle rate but is less than 1.8182% (7.2728% annualized). This portion of the pre-incentive fee net investment income (which exceeds the Hurdle Rate but is less than 1.8182%) is referred to as the "catch-up". This "catch-up" portion is meant to provide the Adviser with approximately 17.5% of the Company's pre-incentive fee net investment income as if a hurdle rate did not apply if the "catch up" is achieved; and

17.5% of the Company's pre-incentive fee net investment income, if any, that exceeds the rate of return of 1.8182% (7.2728% annualized).

Pursuant to the Investment Advisory Agreement, the Company pays its Adviser an incentive fee on its aggregate pre-incentive fee net investment income in respect of (1) for the quarter ending March 31, 2024 (the "First Calendar Quarter"), the First Calendar Quarter, and (2) commencing with the quarter ending June 30, 2024, the current calendar quarter and eleven preceding calendar quarters beginning with the calendar quarter commencing on April 1, 2024 (or the appropriate portion thereof in the case of any of our first eleven calendar quarters that commence on or after April 1, 2024) (in either case, the "Trailing Twelve Quarters").

Pre-incentive fee net investment income in respect of the First Calendar Quarter will be compared to a hurdle rate equal to 1.5% (6.0% annualized), and, if pre-incentive fee net investment income for the First Calendar Quarter exceeds the hurdle rate, the incentive fee will be 100% of pre-incentive fee net investment income until the Adviser has received a "catch up" equal to 17.5%, plus 17.5% of pre-incentive fee net investment income above the catch up.

Commencing with the quarter ending June 30, 2024, pre-incentive fee net investment income in respect of the relevant Trailing Twelve Quarters will be compared to a "Hurdle Rate" equal to the product of (i) the hurdle rate of 1.5% per quarter (6% annualized) and (ii) the sum of the Company's net assets (defined as total assets less indebtedness and before taking into account any incentive fees payable during the period) at the beginning of each applicable calendar quarter comprising the relevant Trailing Twelve Quarters. The incentive fee based on income for each calendar quarter will be determined as follows:

No incentive fee based on pre-

incentive fee net investment income in any calendar quarter in which pre-incentive fee net investment income in respect of the relevant Trailing Twelve Quarters does not exceed the Hurdle Rate;

•

100% of pre-incentive fee net investment income in respect of the Trailing Twelve Quarters with respect to that portion of such pre-incentive fee net investment income, if any, that exceeds the hurdle rate but is less than 1.8182% in any calendar quarter (7.2728% annualized). This portion of the pre-incentive fee net investment income (which exceeds the hurdle rate but is less than 1.8182%) is referred to as the “catch-up.” The “catch-up” is meant to provide the Adviser with approximately 17.5% of our pre-incentive fee net investment income as if a hurdle rate did not apply if this net investment income exceeds 1.8182% in any calendar quarter; and

•

17.5% of the pre-incentive fee net investment income in respect of the Trailing Twelve Quarters that exceeds 1.8182% in any calendar quarter (7.2728% annualized), which reflects that once the hurdle rate is reached and the catch-up is achieved, 17.5% of all pre-incentive fee net investment income is paid to the Adviser.

•

Commencing with the quarter ending June 30, 2024, each income incentive fee will be subject to an incentive fee cap (the “Incentive Fee Cap”) that in respect of any calendar quarter is an amount equal to 17.5% of the Cumulative Pre-Incentive Fee Net Return (as defined herein) during the Trailing Twelve Quarters less the aggregate incentive fees based on income that were paid to the Adviser in the preceding eleven calendar quarters (or portion thereof) comprising the relevant Trailing Twelve Quarters. In the event the Incentive Fee Cap is zero or a negative value then no income incentive fee shall be payable and if the Incentive Fee Cap is less than the amount of incentive fee based on income that would otherwise be payable, the amount of incentive fee based on income shall be reduced to an amount equal to the Incentive Fee Cap.

•

“Cumulative Pre-Incentive Fee Net Return” (A) during the First Calendar Quarter, the sum of pre-incentive fee net investment income in the First Calendar Quarter and (B) during the relevant Trailing Twelve Quarters, the sum of (x) pre-incentive fee net investment income in respect of the Trailing Twelve Quarters and (y) Adjusted Capital Returns (as defined below) in respect of the Trailing Twelve Quarters. If, in any calendar quarter, the Incentive Fee Cap is zero or a negative value, the Company shall pay no income incentive fee to the Adviser in respect of that quarter. If, in any calendar quarter, the Incentive Fee Cap is a positive value but is less than the incentive fee calculated as described above, the Company shall pay the Adviser the Income Incentive Fee Cap in respect of such quarter. If, in any calendar quarter, the Incentive Fee Cap is equal to or greater than the incentive fee calculated as described above, the Company shall pay the Adviser the incentive fee in respect of such quarter. “Adjusted Capital Returns” in respect of a particular period means the sum of aggregate realized losses and aggregate realized capital gains in respect of such period.

•

For the Waiver Period, the Adviser has irrevocably waived its right to receive each component of the income incentive fee in excess of amounts calculated as described above using (1) 15.0% instead of 17.5% and (2) a catch-up amount (as applicable) calculated using 1.7647% in place of 1.8182%. For

periods in which the waiver described in this paragraph is in effect for less than a full quarter or calendar year, as applicable, the applicable incentive fee shall be calculated at a weighted rate during the applicable days in such period during the Waiver Period.

For the three and six months ended June 30, 2024, income based incentive fees were \$9,903 and \$20,028, net of waiver respectively. For the three and six months ended June 30, 2023, income based incentive fees were \$10,138 and \$19,519, respectively. As of June 30, 2024 and December 31, 2023, \$9,903 and \$11,766, respectively, were payable to the Investment Adviser relating to income based incentive fees.

ii.

Incentive Fee Based on Capital Gains

The second part of the incentive fee is determined on realized capital gains calculated and payable in arrears in cash as of the end of each calendar year or upon the termination of the Investment Advisory Agreement in an amount equal to 17.5% of realized capital gains, if any, on a cumulative basis from the date of the Company's election to be regulated as a BDC through the end of a given calendar year or upon the termination of the Investment Advisory Agreement, computed net of all realized capital losses and unrealized capital depreciation on a cumulative basis, less the aggregate amount of any previously paid capital gain incentive fees (the "Cumulative Capital Gains"). For the purpose of computing the incentive fee on capital gains, the calculation methodology looks through derivative financial instruments or swaps as if the Company owned the reference assets directly.

For the calendar years ended December 31, 2024 and December 31, 2025, the Adviser has irrevocably waived any capital gains incentive fee in excess of amounts calculated as described above using 15.0% instead of 17.5%, in the calculation of any such capital gains incentive fee solely with respect to the Waiver Period, such that the capital gains incentive fee shall be calculated at a weighted rate calculated based on this waiver being applicable only during the applicable days in such calendar year during the Waiver Period, based, in each case, on the number of days in the applicable year.

Under U.S. GAAP, the Company is required to accrue an incentive fee on capital gains, including unrealized capital appreciation even though such unrealized capital appreciation is not included in calculating the incentive fee payable under the Investment Advisory Agreement. If such amount is positive at the end of a period, then the Company records an incentive fee on capital gain incentive fee equal to 17.5% (or 15% during the Waiver Period) of such amount, less the aggregate amount of any previously paid capital gain incentive fees. If such amount is negative, no accrual is recorded for such period.

For the three and six months ended June 30, 2024, the Investment Adviser accrued \$0 and \$0 capital gains incentive fees. For the three and six months ended June 30, 2023, the Investment Adviser accrued \$0 and \$0 capital gains incentive fees. The Investment Advisory Agreement does not permit unrealized capital appreciation for purposes of calculating the amount payable to the Investment Adviser. Amounts due related to unrealized capital appreciation, if any, will not be paid to the Investment Adviser until realized

under the terms of the Investment Advisory Agreement and determined based on the calculation. Incentive fees on Cumulative Capital Gains crystallize at calendar year-end.

As of June 30, 2024 and December 31, 2023, \$0 and \$0, respectively, were payable to the Investment Adviser relating to capital gains incentive fees payable.

Administration Agreement

MS Private Credit Administrative Services LLC (the “Administrator”) is the administrator of the Company pursuant to an administration agreement (the “Administration Agreement”). The Administrator is an indirect, wholly owned subsidiary of Morgan Stanley. Pursuant to the Administration Agreement, the Administrator provides services and receives reimbursements from the Company for its costs and expenses and the Company’s allocable portion of overhead costs incurred by the Administrator in performing its obligations under the Administration Agreement, including the Company’s allocable portion of the compensation paid to its Chief Financial Officer and Chief Compliance Officer. Reimbursement under the Administration Agreement occurs quarterly in arrears. The Administration Agreement had an initial term of two years and continues thereafter from year to year if approved annually by the Board of Directors.

For the three and six months ended June 30, 2024, the Company incurred \$17 and \$42, respectively, in expenses under the Administration Agreement, which were recorded in administrative service fees on the Consolidated Statements of Operations. For the three and six months ended June 30, 2023, the Company incurred \$60 and \$114, respectively, in expenses under the Administration Agreement, which were recorded in administrative service fees on the Consolidated Statements of Operations.

Amounts unpaid and included in payable to affiliates on the Consolidated Statements of Assets and Liabilities as of June 30, 2024 and December 31, 2023 were \$128 and \$178, respectively.

Sub-Administration Agreement

The Company has entered into sub-administration agreement with State Street Bank and Trust Company (the “Sub-Administrator”) under which the Sub-Administrator provides various accounting and administrative services to the Company. The Sub-Administrator also serves as the Company’s custodian, transfer agent, distribution paying agent and registrar.

Placement Agent Agreement

On August 30, 2019, the Company entered into a placement agent agreement (the “Placement Agent Agreement”) with Morgan Stanley Distribution Inc. (the “Paying Agent”), Morgan Stanley Smith Barney LLC (the “Placement Agent”) and the Investment Adviser. Under the terms of the Placement Agent Agreement, the Placement Agent and certain of its affiliates assisted in the placement of Common Stock in the Company’s private offerings. The Company was not liable for any payments to the Placement Agent pursuant to the Placement Agent Agreement. Payments were made by the Investment Adviser to the Placement Agent. To the extent the Paying Agent received any payments it would remit the payment to the

[illegible]

95.3	%	\$	3,027,413		3,004,544		94.1	%		
Second Lien Debt						122,416				
			103,144							
			2.9							
			146,014							

[illegible]

[illegible]

[illegible]

Defense	2.3	%
	2.2	
Air Freight & Logistics	0.5	
	1.1	
Automobile Components	3.2	
	3.5	
Automobiles	3.1	

4.7			
Biotechnology			
	0.8		
	0.5		
Building Products			
	0.4		
Chemicals			
	0.6		
	0.6		
Commercial Services & Supplies			
	9.2		

9.6		
Construction & Engineering	1.7	
1.5		
Consumer Staples Distribution & Retail		
0.6		
—		
Containers & Packaging	1.3	
1.4		
Distributors		

2.6			
2.9			
Diversified Consumer Services			
4.7			
2.5			
Electronic Equipment & Components			
1.9			
2.1			
Energy Equipment & Services			
0.4			
0.5			
Financial Services			

			2.2	
			1.9	
Food Products			2.2	
2.3			2.3	
Ground Transportation			0.6	
—				
Health Care Equipment & Supplies			0.6	
0.7				

Health Care Providers & Services			4.3		4.6
Health Care Technology			1.7	1.9	
Industrial Conglomerates			1.3	1.3	14.3
Insurance Services					14.9

Interactive Media & Services			2.9
IT Services			9.0
Leisure Products			8.7
Life Sciences Tools & Services			0.5
			0.7
Life Sciences Tools & Services			0.4

Machinery	2.1		
Multi-Utilities	0.8		
	0.7		
Pharmaceuticals	0.3		
	0.4		
Professional Services	3.7		

3.8		
Real Estate Management & Development		
3.9		
5.3		
Software		
15.7		
14.2		
Wireless Telecommunication Services		
0.2		
0.2		
Total		

[illegible]

Cost				Fair Value				% of Total Investments at Fair Value
Australia				\$				16,970
				\$				17,219
				\$				0.5
				\$				16,985
				\$				17,048

		0.5	%
Canada		150,077	
		151,102	
		4.3	
		98,674	
		98,387	
		3.1	
United Kingdom		11,713	
		11,311	

[illegible]

[illegible]

The composition of the Company's investment portfolio at cost and fair value was as follows:

	Cost	Fair Value	% of Total Investments at Fair Value
June 30, 2024	December 31, 2023	(1)	
Cost	Fair Value	% of Total Investments at Fair Value	Cost
Fair Value	Fair Value	Cost	Fair Value

% of Total Investments at Fair Value		
First Lien Debt		
\$	3,356,586	
\$	3,345,743	
%		
\$		
\$		
\$		
%		
\$		
\$		
%		
\$		
%		

Second Lien Debt		
122,416		
103,144		
2.9		
146,014		
132,415		
4.1		
Other Debt		
Investments		
9,298		
8,467		
0.2		
3,410		

[illegible]

3,542,035			
3,514,286			
100.0			
%			
3,226,776			
3,193,561			
100.0			
%			

(1) The Company reclassified certain investment composition groupings by breaking out Other Securities into Other Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of

Assets and Liabilities as of December 31, 2023.

The industry composition of investments at fair value was as follows:

Industry	Assets	Liabilities	Net Assets
Aerospace & Defense	2.3	2.2	0.1
Air Freight & Logistics	1.1	0.5	0.6

[illegible]

Chemicals	0.6	
Commercial Services & Supplies	9.2	
Construction & Engineering	1.7	
Consumer Staples Distribution & Retail	0.6	

Containers & Packaging	1.3	
	1.4	
Distributors	2.6	
	2.9	
Diversified Consumer Services	4.7	
	2.5	
Electronic Equipment & Components	1.9	

2.1		
Energy Equipment & Services		
0.4		
0.5		
Financial Services		
2.2		
1.9		
2.2		
2.3		
Ground Transportation		
0.6		

[illegible]

1.3	1.3	1.3
Insurance Services	14.3	14.9
Interactive Media & Services	2.9	3.2
IT Services	9.0	8.7

Leisure Products	0.5	0.7
Life Sciences Tools & Services	0.4	—
Machinery	2.1	2.1
Multi-Utilities	0.8	0.7

Pharmaceuticals	0.3	0.4
Professional Services	3.7	3.8
Real Estate Management & Development	3.9	5.3
Software	15.7	14.2

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Level 3—inputs to the valuation methodology are unobservable and significant to the overall fair value measurement, and include situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. The types of financial instruments in this category include investments in privately held entities, non-investment grade residual interests in securitizations and certain over-the-counter derivatives where the fair value is based on unobservable inputs.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the determination of which category within the fair value hierarchy is appropriate for any given financial instrument is based on the lowest level of input that is significant to the fair value measurement. Assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the financial instrument.

Pursuant to the framework set forth above, the Company values securities traded in active markets on the measurement date by multiplying the exchange closing price of such traded securities/instruments by the quantity of shares or amount of the instrument held. The Company may also obtain quotes with respect to certain of the investments from pricing services, brokers or dealers' quotes, or counterparty marks in order to value liquid assets that are not traded in active markets. Pricing services aggregate, evaluate and report pricing from a variety of sources including observed trades of identical or similar securities, broker or dealer quotes, model-based valuations and internal fundamental analysis and research. When doing so, the Company determines whether the quote obtained is sufficient according to U.S. GAAP to determine the fair value of the security. If determined adequate, the Company uses the quote obtained.

Securities that are illiquid or for which the pricing source does not provide a valuation or methodology or provides a valuation or methodology that, in the judgment of the Valuation Designee or the Board of Directors, does not represent fair value, each is valued as of the measurement date using all techniques appropriate under the circumstances and for which sufficient data is available. These valuation techniques may vary by investment but include comparable public market valuations, comparable precedent transaction valuations and discounted cash flow analyses. Non-controlled debt investments are generally fair valued using discounted cash flow technique. Expected cash flows are projected based on contractual terms and discounted back to the measurement date based on a discount rate. Discount rate is determined based upon an assessment of current and expected yields for similar investments and risk profiles. Non-controlled equity investments are generally fair valued using a market approach and/or an income approach. The market approach typically utilizes market value multiples of comparable publicly traded companies. The income approach typically utilizes a discounted cash flow analysis of the portfolio company. The Valuation Designee, under the supervision of the Board of Directors undertakes a multi-step valuation process each quarter, as described below:

1) each portfolio company or investment is initially valued by using a standardized template designed to approximate fair market value based on observable market inputs and updated credit statistics and unobservable inputs;

2) preliminary valuation conclusions are documented and reviewed by a valuation committee comprised of members of the Investment Adviser's senior management;

3) the Board of Directors or Valuation Designee engages independent third-party valuation firms to provide positive assurance on a portion of the Company's illiquid investments each quarter (such that each illiquid investment is reviewed by an independent valuation firm at least once on a rolling twelve-month basis) including review of management's preliminary valuation and conclusion of fair value;

4) the Audit Committee reviews the assessments of the Valuation Designee and the independent third-party valuation firms and provides the Board of Directors with recommendations with respect to the fair value of each investment in the Company's portfolio; and

5) the Board of Directors discusses the valuation recommendations of the Audit Committee and determine the fair value of each investment in the Company's portfolio in good faith based on the input of the Valuation Designee and, where applicable, the third-party valuation firms.

The fair value is generally determined based on the assessment of the following factors, as relevant:

- the nature and realizable value of any collateral;
- call features, put features and other relevant terms of debt;
- the portfolio company's leverage and ability to make payments;
- the portfolio company's public or private letter credit ratings;
- the portfolio company's actual and expected earnings and discounted cash flow;
- prevailing interest rates for like securities and expected volatility in future interest rates;
- the markets in which the issuer does business and recent economic and/or market events; and
- comparisons to publicly

[illegible]

Total		
Level 1		
Level 2		
Level 3		
Total		
First Lien Debt		
\$	—	
\$		
\$		
\$	26,691	
\$		
\$	3,319,052	
\$		
\$	3,345,743	
\$		

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

21, 107	\$			—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—	\$	—

[illegible]

[illegible]

[illegible]

[illegible]

	(1,258)	3,412	
Net realized gains (losses)		--	
		--	
		--	
		--	
		--	
		--	
		--	
Transfers into/(out) of Level 3		(2)	
	(5,174)		

	(5, 174)	Fair value, end of period	\$	3,319,052		\$	67,286		\$	8,467		\$	41,505

[illegible]

(1,295)

	\$																						
									First Lien Debt									Second Lien Debt					
									Other Debt Investments						Equity						Total Investments		
									Fair value,			beginning of period									\$		

[illegible]

5,770	2,516	669,935	(1)	(337,511)	(25,230)	—	(362,741)	Accretion of discount/amortization of premium	6,744
Proceeds from principal repayments and sales of investments									

426		
6		
7,176		
Payment in-kind		
4,700		
365		
114		
1,281		
6,460		
Net change in unrealized appreciation (depreciation)		
10,775		

[illegible]

	(1,589)	—		—			
Fair value, end of period	\$						
	3,319,052						
	67,286						
	8,467						

[illegible]

[illegible]

Total Investments		
Fair value, beginning of period	\$	2,713,691
	\$	115,410
	\$	37,053
	\$	2,866,154
Purchases of investments		
		82,682
		86

17	
82,785	
Proceeds from principal repayments and sales of investments	
(37,683)	
—	
—	
(37,683)	
Accretion of discount/amortization of premium	
2,516	
69	
2	
2	

2,587		
Payment-in-kind		
425		
126		
506		
1,057		
Net change in unrealized appreciation (depreciation)		
11,022		
(2,607)		
1,524		
9,939		
Net realized gains (losses)		

	—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—						—		

[illegible]

[illegible]

[illegible]

Proceeds from principal repayments and sales of investments			(126,765)	—	—
Accretion of discount/amortization of premium			4,949	136	4
Payment in-kind			5,089		

[illegible]

height:100%">—</td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">—</td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">122</td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"><div style="padding-left:18pt">Transfers into/(out) of Level 3(1)</div></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">—</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(16,189)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(16,189)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(16,189)</td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">Fair value, end of period</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">2,772,653</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom"></td></tr></table>

[illegible]

\$</td><td style="background-color: #e6e6ff; border-bottom: 1pt solid #000; padding: 2px 0; text-align: right; vertical-align: bottom;">1,618</td><td style="background-color: #e6e6ff; border-bottom: 1pt solid #000; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom;"></td><td colspan="3" style="background-color: #e6e6ff; padding: 0 1pt"></td><td style="background-color: #e6e6ff; border-bottom: 1pt solid #000; padding: 2px 0 2px 1pt; text-align: left; vertical-align: bottom;">\$</td><td style="background-color: #e6e6ff; border-bottom: 1pt solid #000; padding: 2px 0; text-align: right; vertical-align: bottom;">10,831</td><td style="background-color: #e6e6ff; border-bottom: 1pt solid #000; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom;"></td></tr></table></div><div style="margin-top: 6pt; text-align: justify">(1) — Transfer of portfolio investments within the three-level hierarchy is recorded during the period of such reclassification occurrence at the fair value as of the beginning of the respective period. Generally, reclassifications are primarily due to increase/decrease of price transparency.</div><div style="margin-top: 6pt; text-align: justify">The following tables present quantitative information about the significant unobservable inputs of the Company's Level 3 financial instruments. The tables are not intended to be all-inclusive but instead captures the significant unobservable inputs relevant to the Company's determination of fair value.</div><div style="margin-top: 6pt; text-align: justify"><table style="border-collapse: collapse; display: inline-table; margin-bottom: 5pt; vertical-align: text-bottom; width: 100.000%"><tr><td style="width: 1.0%"></td><td style="width: 23.483%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 9.316%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 14.316%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 17.233%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 8.205%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 8.212%"></td><td style="width: 0.1%"></td></tr><tr><td colspan="3" style="padding: 0 1pt"></td><td colspan="3" style="padding: 0 1pt"></td><td colspan="3" style="padding: 2px 1pt; text-align: center; vertical-align: bottom;">June 30, 2024</td></tr><tr><td colspan="3" style="padding: 0 1pt"></td><td colspan="3" style="padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 2px 1pt; text-align: left; vertical-align: bottom;"><div style="text-align: center"><span style="color: #000000; font-family: 'Times New Roman', sans-

Range		
(1)		
Asset Category		
Fair Value		
Valuation Technique	(2)	
Significant Unobservable Input		
Low		
High		
Weighted Average	(3)	
Investments in first lien debt		
\$		
3,319,052		
Yield Analysis		

[illegible]

[illegible]

11.56			
%		689	
Market Approach			
EBITDA Multiple			
9.00x			
Preferred equity			
20,321			
Income Approach			
Discount Rate			
9.88			
14.90			

[illegible]

[illegible]

(1) For an asset category that contains a single investment, the range is not included.

(2) During the six months ended June 30, 2024, one unsecured debt position with a fair value of \$1.93 million transitioned from an income approach to a yield analysis valuation technique.

(3) Weighted average for an asset category consisting of multiple investments is calculated by weighting the significant unobservable input by the relative fair value of the investment. Weighted average for an asset category consisting of a single investment represents the significant unobservable input used in the fair value of the investment.

Range	Fair Value	Valuation

Technique			Significant Unobservable			Input		
Low			High			(1)		
Investments in first lien debt			\$			2,979,870		
Yield Analysis			Discount Rate			8.61		
%			25.09			%		

11.00									
Investments in second lien debt			96,848						

[illegible]

EBITDA		
9.00x	9.00x	9.00x
Preferred equity		
18,758		
Income Approach		
Discount Rate		
12.19	%	
15.68		
	%	
13.47	%	
1,275		

[illegible]

[illegible]

the comparative yield or discount rate would result in a decrease/increase, respectively, in the fair value.

Financial instruments disclosed but not carried at fair value

The Company's debt is presented at carrying value on the Consolidated Statements of Assets and Liabilities. The fair value of the Company's 2027 Notes (as defined below in Note 6. "Debt") are based on third party pricing received by the Company. The fair value of the Company's credit facilities, 2025 Notes and 2029 Notes are estimated in accordance with the Company's valuation policy. The carrying value, fair value and level of the Company's debt were as follows:

	June 30, 2024	December 31, 2023
Level		
Carrying Value		
Fair Value		

[illegible]

[illegible]

3		
273,539		
275,000		
272,935		
275,000		
2029 Notes		
(1)		
3		
343,909		
351,628		
—		
—		
Total		

[illegible]

Level 2		
Level 3		
Total		
First Lien Debt		
	\$	
	—	
	\$	
	26,691	
	\$	
	3,319,052	
	\$	
	3,345,743	
	\$	

[illegible]

[illegible]

[illegible]

			Subtotal			
			\$	—		
			\$	62,549		
			\$	3,436,310		
			\$	3,498,859		
			\$	—		
			\$	60,241		

[illegible]

[illegible]

The Company, as a practical expedient, estimates the fair value of its investment in Help HP SCF Investor, LP using the net asset value of the Company's members' interest in the entity. As such, the fair value has not been classified within the fair value hierarchy.

(2) The Company reclassified certain investment composition groupings by breaking out Other Securities into Other Debt Investments and Equity. These reclassifications had no impact on the Consolidated Statement of Assets and Liabilities as of December 31, 2023.

The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2024:

	Balance at March 31, 2024	Additions	Deductions	Balance at June 30, 2024
Other Debt Investments	\$—	\$—	\$—	\$—
Equity	\$—	\$—	\$—	\$—
Total	\$—	\$—	\$—	\$—

[illegible]

2,163			
41,565			
\$			
3,219,673			
Purchases of investments			
(1)			
493,351			
—			
5,770			
497			
499,618			
Proceeds from			

[illegible]

4,497		
Payment-in-kind		
2,207		
230		
95		
701		
3,233		
Net change in unrealized appreciation (depreciation)		
4,840		
(605)		
435		
(1,258)		

[illegible]

[illegible]

[illegible]

bottom:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">
\$</td><td style="background-color:#cceeef;border-bottom:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">2,113 </td><td style="background-color:#cceeef;border-bottom:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><div style="margin-top:6pt;text-align:justify">The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the six months ended June 30, 2024:</div><div style="margin-top:6pt;text-align:justify"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:41.677%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.355%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.983%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.355%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.355%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:9.872%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:8.205%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.355%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.432%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">First Lien Debt</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Second Lien Debt</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Other Debt Investments</td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Equity</td><td colspan="3" style="padding:2px 1pt;text-align:center;vertical-align:bottom">Total Investments</td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">Fair value, beginning of period</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">2,979,870 </td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-

	\$	96,848				\$	2,064			\$	38,572			\$	3,117,354	
Purchases of investments																
(1)																
							660,813									
							836									
							5,770									

[illegible]

[illegible]

[illegible]

	(1,589)		
Fair value, end of period	\$	3,319,052	
	\$	67,286	
	\$	8,467	
	\$	41,505	

[illegible]

Table 1: Changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2023.

	Beginning of the period	End of the period	Change in fair value
First Lien Debt	\$3,155	\$3,155	\$0
Second Lien Debt	\$13,900	\$13,070	\$(830)
Other Securities	\$14,316	\$14,316	\$0
Total Investments	\$27,371	\$26,541	\$(830)

The following table presents changes in the fair value of the investments for which Level 3 inputs were used to determine the fair value for the three months ended June 30, 2023:

	Beginning of the period	End of the period	Change in fair value
First Lien Debt	\$3,155	\$3,155	\$0
Second Lien Debt	\$13,900	\$13,070	\$(830)
Other Securities	\$14,316	\$14,316	\$0
Total Investments	\$27,371	\$26,541	\$(830)

[illegible]

		82,785
Proceeds from principal repayments and sales of investments		
(37,683)	—	
—		
(37,683)		
Accretion of discount/amortization of premium		
		2,516
		69
		2
		2
2,587		

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Transfers

(1)	(16, 189)	(16, 189)
Fair value, end of period	\$	2,772,653
	\$	113,084

[illegible]

0; text-align: right; vertical-align: bottom"></td><td colspan="3" style="background-color: #e6e6ff; padding: 0 1pt"></td><td style="background-color: #e6e6ff; border-bottom: 1pt solid #000; padding: 2px 0 2px 1pt; text-align: left; vertical-align: bottom">\$</td><td style="background-color: #e6e6ff; border-bottom: 1pt solid #000; padding: 2px 0; text-align: right; vertical-align: bottom">10,831</td><td style="background-color: #e6e6ff; border-bottom: 1pt solid #000; padding: 2px 1pt 2px 0; text-align: right; vertical-align: bottom"></td></tr></table></div>(1) — Transfer of portfolio investments within the three-level hierarchy is recorded during the period of such reclassification occurrence at the fair value as of the beginning of the respective period. Generally, reclassifications are primarily due to increase/decrease of price transparency.309375900082186000216300041565000321967300049335100005770000.605000435000-1258000341200000000-5174000000-517400033190520006728600084670004150500034363100003387000-414000435000-12950002113000297987000096848000206400038572000311735400066081300083600-5959000513000-8640004465000-4750000000-4750000-1589000000-158900033190520006728600084670004150500034363100009438000-5932000513000-86400031550002713691000115410000370530002866154000826820008600017000827-260700015240009939000000000000277265300011308400039102000292483900011184-26070001524000101010002668749000122891000363950002828035000212587000858-2600000161800011223000122000001220000-161890000-16189000277265300011308400039102000292483900011813000-2600000161800010831000<div style="margin-top: 6pt; text-align: justify">The following tables present quantitative information about the significant unobservable inputs of the Company's Level 3 financial instruments. The tables are not intended to be all-inclusive but instead captures the significant unobservable inputs relevant to the Company's determination of fair value.</div><div style="margin-top: 6pt; text-align: justify"><table style="border-collapse: collapse; display: inline-table; margin-bottom: 5pt; vertical-align: text-bottom; width: 100.000%"><tr><td style="width: 1.0%"></td><td style="width: 23.483%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 9.316%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 14.316%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 17.233%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 8.205%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 8.205%"></td><td style="width: 0.1%"></td><td style="width: 0.1%"></td><td style="width: 0.355%"></td><td style="width: 0.1%"></td><td style="width: 1.0%"></td><td style="width: 8.212%"></td><td style="width: 0.1%"></td></tr><tr><td colspan="3" style="padding: 0 1pt"></td><td colspan="3" style="padding: 0 1pt"></td><td colspan="3" style="padding: 2px 1pt; text-align: center; vertical-align: bottom">June 30, 2024</td></tr><tr><td colspan="3" style="padding: 0 1pt"></td><td colspan="3" style="padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid #000; padding: 0 1pt"></td><td colspan="3" style="border-top: 1pt solid

Range			(1)
Asset Category	Fair	Value	
Valuation Technique	(2)		
Significant Unobservable	Input		
Low	High		
Weighted	Average	(3)	
Investments in first lien debt			
\$			
3,319,052			

Yield Analysis			Discount Rate			8.84		%		22.73			%		11.18			%						
Investments in second lien debt			67,286														Yield Analysis			Discount Rate			10.65	

[illegible]

16.60		
%		
11.56		
%		
689		
Market Approach		
EBITDA Multiple		
9.00x		
Preferred equity		
20,321		
Income Approach		
Discount Rate		
9.88		
%		

	14.90	%	
	12.72	%	
	1,688		
Market Approach			
EBITDA Multiple			
8.50x			
Common equity			
		16,060	
Market Approach			
EBITDA Multiple			
8.10x			

[illegible]

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style="background-color:#e6e6ff;padding:0 1pt"></td></tr></table></div><div
style="text-align:justify"><span style="color:#000000;font-family:'Times New
Roman',sans-serif;font-size:8pt;font-weight:400;line-height:120%">(1) For an asset
category that contains a single investment, the range is not included. </div>
<div style="text-align:justify"><span style="color:#000000;font-family:'Times New
Roman',sans-serif;font-size:8pt;font-weight:400;line-height:120%">(2) During the six
months ended June 30, 2024, one unsecured debt position with a fair value of \$1.93
million transitioned from an income approach to a yield analysis valuation technique.
</div><div style="text-align:justify"><span style="color:#000000;font-
family:'Times New Roman',sans-serif;font-size:8pt;font-weight:400;line-height:112%">
(3) Weighted average for an asset category consisting of multiple investments is
calculated by weighting the significant unobservable input by the relative fair value of
the investment. Weighted average for an asset category consisting of a single
investment represents the significant unobservable input used in the fair value of the
**investment.</div><div>
</div><div style="margin-**
top:6pt;text-align:justify"><table style="border-collapse:collapse;display:inline-
table;margin-bottom:5pt;vertical-align:bottom;width:100.000%"><tr><td
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style="width:0.1%"></td><td style="width:0.355%"></td><td style="width:0.1%">
</td><td style="width:1.0%"></td><td style="width:15.844%"></td><td
style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.355%">
</td><td style="width:0.1%"></td><td style="width:1.0%"></td><td
style="width:8.205%"></td><td style="width:0.1%"></td><td style="width:0.1%">
</td><td style="width:0.355%"></td><td style="width:0.1%"></td><td
style="width:1.0%"></td><td style="width:8.205%"></td><td style="width:0.1%">
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style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:8.212%">
</td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt">
</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3"
style="padding:2px 1pt;text-align:center;vertical-align:bottom"><span
style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-
weight:700;line-height:100%">December 31, 2023</td></tr><tr><td
colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt">
</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td
colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3"
style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-
top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid
#000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid
#000;padding:2px 1pt;text-align:center;vertical-align:bottom"><span
style="color:#000000;font-family:'Times New Roman',sans-serif;font-size:10pt;font-
weight:700;line-height:100%">Range</td><td colspan="3" style="border-
top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid
#000;padding:0 1pt"></td></tr><tr><td colspan="3" style="padding:2px 1pt;text-
align:left;vertical-align:bottom"><span style="color:#000000;font-family:'Times New
Roman',sans-serif;font-size:10pt;font-weight:700;line-height:100%">Asset
Category</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3"
style="padding:2px 1pt;text-align:center;vertical-align:bottom"><span

Fair			Value		
Valuation Technique			Significant Unobservable		Input
Low			High		
Weighted			Average		(1)
Investments in first lien debt			\$		
2,979,870					
Yield Analysis			Discount Rate		8.61
					%

[illegible]

[illegible]

Market Approach			EBITDA Multiple			9.00x	9.00x	9.00x	9.00x
Preferred equity			18,758		Income Approach				
			Discount Rate		12.19				
			15.68		%				
			13.47		%				

[illegible]

[illegible]

[illegible]

[illegible]

520,263 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom"> 2027 Notes(1) </td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:center;vertical-align:bottom">2</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="3" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">421,500 </td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">409,573 </td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">420,834 </td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">407,617 </td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom"> 2025 Notes(1) </td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:center;vertical-align:top">3</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">273,539 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top">275,000 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:top"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:top"><span		

272,935						275,000	
2029 Notes			(1)				
			3				
			343,909				
						351,628	
						—	
						—	
Total							
						\$	
			1,664,423				

weight:400;line-height:100%">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,661,675 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,496,032 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,484,880 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div><div style="margin-top:6pt;padding-left:22.5pt;text-align:justify;text-indent:-22.5pt">(1)As of June 30, 2024, the carrying value of the Company's 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Company's 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively.</div>194000000194000000282000000282000000431474000431474000520263000520</div><div style="margin-top:6pt;text-align:justify">The Company's debt obligations were as follows. </div><div style="margin-top:6pt;text-align:justify"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:bottom;width:100.000%"><tr><td style="width:1.0%"></td><td style="width:31.677%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.355%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.011%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:10.013%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">The Company's debt obligations were as follows. </td></tr></table></div>

June 30, 2024			December 31, 2023								
Aggregate Principal Committed			Outstanding Principal			Unused Portion			Aggregate Principal Committed		
Outstanding Principal			Unused Portion			Aggregate Principal Committed			Outstanding Principal		
Unused Portion			Aggregate Principal Committed			Outstanding Principal			Unused Portion		
BNP Funding Facility			\$			600,000			194,000		
\$			\$			\$			\$		
\$			\$			\$			\$		
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[illegible]

(2)		
425,000		
425,000		
—		
425,000		
425,000		
—		
2025 Notes		
(2)		
275,000		
275,000		
—		
275,000		
275,000		
275,000		

[illegible]

weight:400;line-height:115%">1,675,474 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,270,364 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">2,420,000 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">1,502,263 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">917,484 </td><td style="background-color:#ffffff;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table> (1)As of June 30, 2024 and December 31, 2023, a letter of credit of \$4,161 and \$253, respectively, was outstanding, which reduced the unused availability under the Truist Credit Facility by the same amount. Under the Truist Credit Facility, the Company may borrow in U.S. dollars or certain other permitted currencies. As of June 30, 2024 and December 31, 2023, the Company had borrowings denominated in Euros (EUR) of 238 and 238, respectively and Canadian dollars (CAD) of 300 and 0, respectively. (2)As of June 30, 2024, the carrying

value of the Company's 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Company's 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively.

The Company's summary information of its debt obligations were as follows:

	Interest Rate	Original Maturity	Original Issuance Date	Original Issuance Amount	Original Issuance Discount	Original Issuance Costs	Carrying Value
Three Months Ended							
June 30, 2024							
June 30, 2023							
June 30, 2022							
June 30, 2021							
June 30, 2020							
June 30, 2019							
June 30, 2018							
June 30, 2017							
June 30, 2016							
June 30, 2015							
June 30, 2014							
June 30, 2013							
June 30, 2012							
June 30, 2011							
June 30, 2010							
June 30, 2009							
June 30, 2008							
June 30, 2007							
June 30, 2006							
June 30, 2005							
June 30, 2004							
June 30, 2003							
June 30, 2002							
June 30, 2001							
June 30, 2000							
June 30, 1999							
June 30, 1998							
June 30, 1997							
June 30, 1996							
June 30, 1995							
June 30, 1994							
June 30, 1993							
June 30, 1992							
June 30, 1991							
June 30, 1990							
June 30, 1989							
June 30, 1988							
June 30, 1987							
June 30, 1986							
June 30, 1985							
June 30, 1984							
June 30, 1983							
June 30, 1982							
June 30, 1981							
June 30, 1980							
June 30, 1979							
June 30, 1978							
June 30, 1977							
June 30, 1976							
June 30, 1975							
June 30, 1974							
June 30, 1973							
June 30, 1972							
June 30, 1971							
June 30, 1970							
June 30, 1969							
June 30, 1968							
June 30, 1967							
June 30, 1966							
June 30, 1965							
June 30, 1964							
June 30, 1963							
June 30, 1962							
June 30, 1961							
June 30, 19							

[illegible]

Combined weighted average debt outstanding			1,578,492	\$
1,570,147			\$	
1,520,644			\$	
1,577,438			\$	

(1) Excludes unused fees and financing costs.

(2) Excludes unused fees.

As of June 30, 2024 and December 31, 2023, the Company was in compliance with all covenants and other requirements of each of the credit facilities, and each of the respective unsecured notes.

BNP Funding Facility

On October 14, 2020, DLF LLC entered into a Revolving Credit and Security Agreement (as amended, restated or otherwise modified from time to time, the “Credit and Security Agreement”) with DLF LLC, as the borrower, BNP Paribas (“BNP”), as the administrative agent and lender, the Company, as the equity holder and as the servicer, and U.S. Bank National Association, as collateral agent to (as amended, the “BNP Funding Facility”). As of June 30, 2024, the borrowing capacity under the BNP Funding Facility was \$600,000. The applicable margin on borrowings during the reinvestment period is 2.85% and, after the reinvestment period, 3.35%. The obligations of DLF LLC under the BNP Funding Facility are secured by the assets held by DLF LLC. The BNP Funding Facility reinvestment period ends on September 22, 2026 and the facility has a final maturity date of September 22, 2028.

[illegible]

7,053		
11,245		
13,958		
Facility unused commitment fees		
472		
146		
787		
246		
Amortization of deferred financing costs		
413		
283		

[illegible]

weight:400;line-height:100%">8.18			
%			
7.38			
%			
8.18			
%			
7.14			
%			
Weighted average outstanding balance			
\$			
246,527			
\$			
377,912			
\$			
271,846			
\$			

[illegible]

			For the Three Months Ended								
			For the Six Months Ended								
			June 30, 2024			June 30, 2023			June 30, 2024		
			June 30, 2023			June 30, 2024			June 30, 2023		
Borrowing interest expense			\$			8,531			\$		
						8,651					
						17,158					
			\$						\$		

16,474		
Facility unused commitment fees		
781		
651		
1,416		
1,190		
Amortization of deferred financing costs		
517		
516		
1,029		
955		
Total		

[illegible]

7.34	6.71	
Weighted average outstanding balance		
\$	458,887	
\$	492,235	
\$	462,259	
\$	488,543	

Unsecured Notes

2027 Notes

On February 11, 2022, the Company issued \$425,000 in aggregate principal amount of 4.50% notes due 2027 (the restricted securities initially issued on February 11, 2022 together with the unrestricted securities issued pursuant to the exchange offer described below, the “2027 Notes”) pursuant to the First

[illegible]

June 30, 2023			
June 30, 2024			
June 30, 2023			
Borrowing interest expense			
\$	4,781		
\$			
\$	4,781		
\$			
\$	9,563		
\$			
\$	9,563		
\$			
Accretion of original issuance discount			
53			

[illegible]

5,114			
\$			
10,237			
\$			
10,226			
Stated interest rate			
4.50			
%			
4.50			
%			
4.50			
%			
4.50			
%			

2025 Notes

family:'Times New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">On September 13, 2022, the Company entered into a Master Note Purchase Agreement (the “Note Purchase Agreement”) governing the issuance of \$275,000 in aggregate principal amount of Series A Senior Notes due September 13, 2025 (the “2025 Notes”) to certain qualified institutional investors in a private placement. The 2025 Notes were delivered and paid for on September 13, 2022, subject to certain customary closing conditions. The 2025 Notes have a fixed interest rate of 7.55% per year. The 2025 Notes will mature on September 13, 2025 unless redeemed, purchased or prepaid prior to such date by the Company in accordance with the terms of the Note Purchase Agreement. Interest on the 2025 Notes is due semiannually in February and August of each year. Subject to the terms of the Note Purchase Agreement, the Company may redeem the 2025 Notes in whole or in part at any time or from time to time at the Company’s option at par plus accrued interest to the prepayment date and, if redeemed on or before June 13, 2025, a make-whole premium. The Company’s obligations under the Note Purchase Agreement are general unsecured obligations that rank pari passu with all outstanding and future unsecured unsubordinated indebtedness issued by the Company.

style="margin-top:6pt;text-align:justify"><span style="color:#000000;font-

[illegible]

Total	\$	5,493
	\$	5,493
	\$	10,985
	\$	10,982
Stated interest rate		7.55

Company paid no periodic payments. The interest expense related to the 2029 Notes is equally offset by the proceeds received from the interest rate swaps. The swap adjusted interest expense is included as a component of interest expense on the Company's Consolidated Statements of Operations. As of June 30, 2024, the interest rate swaps had a fair value of \$1,636. Based on the fair value measurement hierarchy, the

swaps are classified as level 3 investments. Depending on the nature of the balance at period end, the fair value of the interest rate swaps are either included as a component of accrued expenses and other liabilities or prepaid expenses and other assets on the Company's Consolidated Statements of Assets and Liabilities. The change in fair value of the interest rate swaps is offset by the change in fair value of the 2029 Notes, with the remaining difference included as a component of interest expense on the Consolidated Statements of Operations. The Company designated each interest rate swap as the hedging instrument in a qualifying hedge accounting relationship.

The summary information of 2029 Notes is as follows:

									<u>For the Three Months Ended</u>												<u>For the Six Months Ended</u>								
									<u>June 30, 2024</u>												<u>June 30, 2023</u>								
									<u>Borrowing</u>																				

[illegible]

[illegible]

[illegible]

family: 'Times New Roman', sans-serif; font-size: 10pt; font-weight: 400; line-height: 100%; padding: 0 1pt; background-color: #ffffff; border-top: 1pt solid #000; padding: 2px 0 2px 1pt; text-align: right; vertical-align: bottom;">—

The Company's debt obligations were as follows:

Contractual Maturity	Aggregate Principal Committed	Outstanding Principal	Unused Portion
June 30, 2024	December 31, 2023	Aggregate Principal Committed	Outstanding Principal
BNP Funding Facility			

	\$	600,000	194,000		\$	406,000					\$	600,000		\$	282,000		\$	318,000					Truist Credit Facility	(1)	1,300,000	
Truist Credit Facility(1)																										
1,300,000																										

	431,474		864,364		1,120,000		520,263		599,484		2027 Notes (2)	425,000		425,000		—	425,000		—

[illegible]

—		
Total		
\$	2,950,000	
\$	1,675,474	
\$	1,270,364	
\$	2,420,000	
\$	1,502,263	

917,484

(1) As of June 30, 2024 and December 31, 2023, a letter of credit of \$4,161 and \$253, respectively, was outstanding, which reduced the unused availability under the Truist Credit Facility by the same amount. Under the Truist Credit Facility, the Company may borrow in U.S. dollars or certain other permitted currencies. As of June 30, 2024 and December 31, 2023, the Company had borrowings denominated in Euros (EUR) of 238 and 238, respectively and Canadian dollars (CAD) of 300 and 0, respectively.

(2) As of June 30, 2024, the carrying value of the Company's 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$2,940, \$1,461 and \$3,930 and unamortized original issuance discount of \$560, \$0 and \$3,789, respectively. As of December 31, 2023, the carrying value of the Company's 2027 Notes, 2025 Notes and 2029 Notes were presented net of unamortized debt issuance costs of \$3,499, \$2,065 \$0, and unamortized original issuance discount of \$667, \$0 and \$0, respectively.

The Company's summary information of its debt obligations were as follows:

	2027 Notes	2025 Notes	2029 Notes	2027 Notes	2025 Notes	2029 Notes	2027 Notes	2025 Notes	2029 Notes	2027 Notes	2025 Notes	2029 Notes
Carrying value	\$4,161	\$253	\$0	\$4,161	\$253	\$0	\$4,161	\$253	\$0	\$4,161	\$253	\$0
Less: Unamortized debt issuance costs	(2,940)	(1,461)	(3,930)	(2,940)	(1,461)	(3,930)	(2,940)	(1,461)	(3,930)	(2,940)	(1,461)	(3,930)
Less: Unamortized original issuance discount	(560)	(0)	(3,789)	(560)	(0)	(3,789)	(560)	(0)	(3,789)	(560)	(0)	(3,789)
Carrying value, net of unamortized debt issuance costs and unamortized original issuance discount	\$1,661	\$112	\$0	\$1,661	\$112	\$0	\$1,661	\$112	\$0	\$1,661	\$112	\$0

For the Three Months Ended

For the Six Months Ended

June 30, 2024			June 30, 2023			June 30, 2024			June 30, 2023		

7.03		%		6.83		%		7.07		%		Combined weighted average debt outstanding		\$		1,578,492		\$		1,570,147		\$		1,520,644		\$	

weight:400;line-height:100%">1,577,438</td></tr></table></div><div style="margin-top:6pt;text-align:justify">(1) Excludes unused fees and financing costs.</div><div>(2) Excludes unused fees.</div><div style="margin-top:6pt">The summary information of the BNP Funding Facility is as follows:</div><div style="margin-top:6pt"><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:99.583%"><tr><td style="width:1.0%"></td><td style="width:45.343%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.357%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.731%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.357%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.731%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.357%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.731%"></td><td style="width:0.1%"></td><td style="width:0.1%"></td><td style="width:0.357%"></td><td style="width:0.1%"></td><td style="width:1.0%"></td><td style="width:11.736%"></td><td style="width:0.1%"></td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">For the Three Months Ended</td><td colspan="3" style="padding:0 1pt"></td><td colspan="9" style="padding:2px 1pt;text-align:center;vertical-align:bottom">For the Six Months Ended</td></tr><tr><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">June 30, 2024</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">June 30, 2023</td><td colspan="3" style="padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">June 30, 2024</td><td colspan="3" style="border-top:1pt solid #000;padding:0 1pt"></td><td colspan="3" style="border-top:1pt solid #000;padding:2px 1pt;text-align:center;vertical-align:bottom">June 30, 2023</td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">Borrowing interest expense</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">5,095</td><td style="background-color:#cceeef;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-

[illegible]

413			
283			827
543			Total
\$			
5,980			
\$			
7,482			
\$			
12,859			
\$			
14,747			

Weighted average interest rate	8.18	%	7.38	%	8.18	%	7.14	%
Weighted average outstanding balance	\$	246,527		\$	377,912		\$	

271,846

388,895

The summary information of the Truist Credit Facility is as follows:

	For the Three Months Ended	For the Six Months Ended	June 30, 2024	June 30, 2023
Borrowing interest expense				

[illegible]

Amortization of deferred financing costs			517	516	1,029	955
Total			\$	9,829	\$	9,818
					\$	19,603

18,619			
Weighted average interest rate			
			7.35
%			
			6.95
%			
			7.34
%			
			6.71
%			
Weighted average outstanding balance			
			\$
458,887			
			\$
492,235			

\$
462,259
\$
488,543

The summary information of 2027 Notes is as follows:

			For the Three Months Ended									For the Six Months Ended														
			June 30, 2024									June 30, 2023														
			June 30, 2024									June 30, 2023														

Borrowing interest expense		
	\$	4,781
	\$	4,781
	\$	9,563
	\$	9,563
Accretion of original issuance discount		
		53
		53
		106

		106
Amortization of debt issuance costs		
	288	
		280
		568
		557
Total		
		\$
		5,122
		\$
		5,114
		\$
		10,237

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

2,631				\$	—
Accretion of original issuance discount			96		
—			96		
—			—		
Net change in unrealized (appreciation) depreciation on effective interest rate swaps and hedged items			(7)		
—			(7)		

	—		
Amortization of debt issuance costs			
	158		
	—		
	158		
	—		
Total			
\$			
	2,878		
	\$		
	—		
	\$		

2023, the Company had \$511,230 and \$294,950 of unfunded commitments to fund delayed draw and revolving senior secured loans, respectively.

511230000294950000**NET ASSETS** Equity

On January 26, 2024, the Company closed its IPO, issuing 5,000,000 shares of its Common Stock at a public offering price of \$20.67 per share. Net of underwriting fees, the Company received net cash proceeds, before offering expenses, of approximately \$97.1 million. The Company's Common Stock began trading on the NYSE under the symbol "MSDL" on January 24, 2024.

In connection with the IPO, the Company redeemed any fractional shares of Common Stock outstanding for cash in an amount equal to the pro rata portion of \$20.67 per share of Common Stock, which was the initial public offering price in the IPO.

The following table shows the components of total distributable earnings (loss) as shown on the Consolidated Statements of Assets and Liabilities:

	As of June 30, 2024	December 31, 2023
Total distributable earnings (loss), beginning of period	\$8,459	

[illegible]

	(169,291)	
Tax reclassification of stockholders' equity	—	1,515
Total distributable earnings (loss), end of period	\$	30,037
		8,459
Distributions	Prior to January 26, 2024, the Company had an "opt in" dividend reinvestment plan, or the DRIP. As a result, the Company's stockholders who elected to "opt in" to the DRIP had their cash dividends or distributions automatically reinvested in additional shares of Common Stock, rather than receiving cash. The Company adopted an "opt out" DRIP on January 26, 2024. As a result, the Company's stockholders who have not "opted out" of the DRIP will have their cash dividends or distributions automatically reinvested in additional shares of Common Stock, rather than receiving cash. The shares of Common Stock distributed in	

[illegible]

[illegible]

[illegible]

April 25, 2023				\$	0.50							482,721							June 27, 2023				June 27, 2023				June 27, 2023				July 25, 2023				0.57							(3)				554,001																			\$							1.07			

1,036,722

(1) In connection with the distributions with payment dates on January 25, 2024 and January 25, 2023, 615,660 and 445,235 DRIP shares were issued, respectively.

(2) In accordance with the Company's DRIP, shares were purchased in the open market.

(3) Includes a supplemental distribution of \$0.07.

On January 11, 2024, the Board also declared the following special distributions

Record Date	Payment Date	Per Share Amount
August 5, 2024	October 25, 2024	\$

[illegible]

agent, to repurchase Common Stock on its behalf when the market price per share is below the most recently reported net asset value per share (including any updates, corrections or adjustments publicly announced by the Company to any previously announced net asset value per share, including any distributions declared). Under the Company 10b5-1 Plan, the volume of purchases would be expected to increase as the price of the Company's Common Stock declines, subject to volume restrictions. The timing and amount of any share repurchases will depend on the terms and conditions of the Company 10b5-1 Plan, the market price of the Company's Common Stock and trading volumes, and no assurance can be given that Common Stock will be repurchased in any particular amount or at all. The repurchase of shares pursuant to the Company 10b5-1 Plan is intended to satisfy the conditions of Rule 10b5-1 and Rule 10b-18 under the Exchange Act, and will otherwise be subject to applicable law, including Regulation M, which may prohibit repurchases under certain circumstances. The Company 10b5-1 Plan commenced beginning 60 calendar days following the end of the "restricted period" under Regulation M and will terminate upon the earliest to occur of (i) 12-months from the commencement date of the Company 10b5-1 Plan, (ii) the end of the trading day on which the aggregate purchase price for all shares purchased under the Company 10b5-1 Plan equals \$100 million and (iii) the occurrence of certain other events described in the Company 10b5-1 Plan.

The "restricted period" under Regulation M ended upon the closing of the Company's IPO and, therefore, the Common Stock repurchases/purchases described above began on March 26, 2024.

For the six months ended June 30, 2024, no shares were repurchased under the 10b5-1 Plan.

The following table shows the components of total distributable earnings (loss) as shown on the Consolidated Statements of Assets and Liabilities:

[illegible]

serif;font-size:10pt;font-weight:400;line-height:100%">32,835 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">Dividends declared</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(89,151)</td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">(169,291)</td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#ffffff;padding:2px 1pt;text-align:left;vertical-align:bottom">Tax reclassification of stockholders' equity</td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">— </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#ffffff;padding:0 1pt"></td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">1,515 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">Total distributable earnings (loss), end of period</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$ </td><td style="background-color:#cceeef;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0;text-align:right;vertical-align:bottom">30,037 </td><td style="background-color:#cceeef;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td style="background-color:#cceeef;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 0 2px 1pt;text-align:left;vertical-align:bottom">\$ </td><td style="background-color:#cceeef;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom">8,459 </td><td style="background-color:#cceeef;border-bottom:3pt double #000;border-top:1pt solid #000;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom"></td></tr></table></div>8459000-54779000110772000198061000-55170001180005474000328350008915100016929100001515000300370008459000<div>

[illegible]

[illegible]

[illegible]

482,721

June 27, 2023

June 27, 2023

July 25, 2023

0.57

(3)

554,001

1.07

1,036,722

(1) In connection

with the distributions with payment dates on January 25, 2024 and January 25, 2023, 615,660 and 445,235 DRIP shares were issued, respectively.

(2) In accordance with the Company's DRIP, shares were purchased in the open market.

(3) Includes a supplemental distribution of \$0.07.

On January 11, 2024, the Board also declared the following special distributions

Record Date	Payment Date	Per Share Amount	
August 5, 2024	October 25, 2024	\$	0.10
October 25, 2024	November 4, 2024		January 24, 2025

[illegible]

[illegible]

Denominator—weighted average shares outstanding		
89,271,839	71,337,323	71,101,563
88,315,183	71,101,563	
Basic and diluted earnings (loss) per share		
\$	\$	\$
0.66	0.79	0.79
		1.25

1.41

The following table sets forth the computation of basic and diluted earnings per share:

	For the Three Months Ended June 30, 2024	For the Six Months Ended June 30, 2024	For the Three Months Ended June 30, 2023	For the Six Months Ended June 30, 2023
Numerator—net increase/(decrease) in net assets resulting from operations				

[illegible]

For the Six Months Ended			June 30, 2024			June 30, 2023		
Per Share Data			(1)					
			:					
Net asset value, beginning of period			\$			20.67		
						19.81		
Net investment income (loss)						1.25		
						1.29		

Net unrealized and realized gain (loss) (2)		
	(0.01)	
	0.12	
Net increase (decrease) in net assets resulting from operations 1.24		
	1.41	
Dividends declared (1.00)		
	(1.07)	
Issuance of common stock, net of underwriting and offering costs (0.08)		

	Total increase (decrease) in net assets	0.16
	Net asset value, end of period	\$20.83
	Per share market value, end of period	\$20.15
	N/A	21.85
	Shares	

outstanding, end of period			89,407,009		71,464,634	
Weighted average shares outstanding			88,315,183		71,101,563	
Total return based on net asset value			(3)		5.86	
			%		%	
Total return based on market value			(4)		11.04	
			%		%	

N/A
Ratio/Supplemental Data (all amounts in thousands except ratios):
Net assets, end of period
\$
1,861,961
\$
1,440,001
Ratio of net expenses to average net assets
(5)
8.99
%
9.91
%
9.72

[illegible]

		10.85	
		%	
		4.33	
		%	

(1)
The per share data was derived by using the weighted average shares outstanding during the period, except otherwise noted.

(2)
The amount shown does not correspond with the aggregate amount for the period as it includes the effect of the timing of capital transactions.

(3)
Total return (not annualized) is calculated assuming a purchase of Common Stock at the opening of the first day of the period and a sale on the closing of the last business day of the period. Dividends and distributions, if any, are assumed for purposes of this calculation, to be reinvested at prices obtained under the Company's DRIP.

(4)
Total return based on market value is calculated as the change in market value per share during the respective periods, taking into account distributions, if any, reinvested in accordance with the Company's DRIP. The beginning market value per share is based on the initial public offering price of \$20.67 per share and not annualized.

(5)
Amounts are annualized except for incentive fees, organization and offering costs and expense support amounts relating to organization and offering costs.

(6)
Effective December 17, 2019, in

[illegible]

19.81		
Net investment income (loss)		
1.25		
1.29		
(2)		
(0.01)		
0.12		
Net increase (decrease) in net assets resulting from operations		
1.24		
1.41		
Dividends declared		
(1.00)		

	(0.07)	
Issuance of common stock, net of underwriting and offering costs	(0.08)	
Total increase (decrease) in net assets	0.16	
	0.34	
Net asset value, end of period	\$	
	20.83	
	\$	
	20.15	

Per share market value, end of period	21.85	N/A		
Shares outstanding, end of period	89,407,009	71,464,634		
Weighted average shares outstanding	88,315,183	71,101,563		
Total return based on net asset value	(3)	5.86		
	%			
	7.17			

			Total return based on market value		
			(4)		
			11.04		
			%		
			N/A		
			Ratio/Supplemental Data (all amounts in thousands except ratios):		
			Net assets, end of period		
			\$		
			1,861,961		
			\$		
			1,440,001		
			Ratio of net expenses to average net assets		
			(5)		
			8.99		
			%		

9.91		
%		
Ratio of expenses before waivers to average net assets		
(5)		
9.72		
%		
11.47		
%		
Ratio of net investment income to average net assets		
(5)		
13.18		
%		
14.29		
%		
Asset coverage ratio		
(6)		

211.02 		
%</td>		
</td><td colspan="2" style="background-color:#ffffff;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">192.17 </td><td style="background-color:#ffffff;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom">%</td></tr><tr><td colspan="3" style="background-color:#cceeef;padding:2px 1pt;text-align:left;vertical-align:bottom">Portfolio turnover rate</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">10.85 </td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom">%</td><td colspan="3" style="background-color:#cceeef;padding:0 1pt"></td><td colspan="2" style="background-color:#cceeef;padding:2px 0 2px 1pt;text-align:right;vertical-align:bottom">4.33 </td><td style="background-color:#cceeef;padding:2px 1pt 2px 0;text-align:right;vertical-align:bottom">%</td></tr></table><table style="border-collapse:collapse;display:inline-table;margin-bottom:5pt;vertical-align:text-bottom;width:0.555%"><tr><td style="width:1.0%"></td><td style="width:98.900%"></td><td style="width:0.1%"></td></tr><tr style="height:3pt"><td colspan="3" style="padding:0 1pt"></td></tr></table></div><div style="padding-left:18pt;text-align:justify;text-indent:-18pt">(1)The per share data was derived by using the weighted average shares outstanding during the period, except otherwise noted.</div><div style="padding-left:18pt;text-align:justify;text-indent:-18pt">(2)The amount shown does not correspond with the aggregate amount for the period as it includes the effect of the timing of capital transactions.</div><div style="padding-left:18pt;text-align:justify;text-indent:-18pt">(3)Total return (not annualized) is calculated assuming a purchase of Common Stock at the opening of the first day of the period and a sale on the closing of the last business day of the period. Dividends and distributions, if any, are assumed for purposes of this calculation, to be reinvested at prices obtained under the Company's DRIP.</div><div style="padding-left:18pt;text-align:justify;text-indent:-18pt">(4)The amount shown does not correspond with the aggregate amount for the period as it includes the effect of the timing of capital transactions.</div></div>		

size:8pt;font-weight:400;line-height:120%;padding-left:8.68pt">Total return based on market value is calculated as the change in market value per share during the respective periods, taking into account distributions, if any, reinvested in accordance with the Company's DRIP. The beginning market value per share is based on the initial public offering price of \$20.67 per share and not annualized.</div><div style="padding-left:18pt;text-align:justify;text-indent:-18pt">(5)Amounts are annualized except for incentive fees, organization and offering costs and expense support amounts relating to organization and offering costs.</div><div style="padding-left:18pt;text-align:justify;text-indent:-18pt">(6)Effective December 17, 2019, in accordance with Section 61(a)(2) of the 1940 Act, with certain limited exceptions, the Company is allowed to borrow amounts such that its asset coverage, as defined in the 1940 Act, is at least 150% after such borrowing. Prior to December 17, 2019, in accordance with the 1940 Act, with certain limited exceptions, the Company was allowed to borrow amounts such that its asset coverage, as defined in the 1940 Act, was at least 200% after such borrowing.</div>20.6719.811.251.29-0.010.121.241.411.001.070.0800.160.3420.8320.1521.858940700971464634883151838
EVENTS<div style="margin-top:6pt;text-align:justify">Subsequent events have been evaluated through the date the consolidated financial statements were issued. There have been no subsequent events that require recognition or disclosure through the date the consolidated financial statements were issued, except as disclosed below.</div><div style="text-align:justify">On August 6, 2024, the Board declared a distribution of \$0.50 per share, which is payable on October 25, 2024 to shareholders of record as of September 30, 2024.</div>0.50falsefalsefalsefalse

Contains a variable rate structure. Bears interest at a rate determined by SOFR. Instrument is used in a hedge accounting relationship. The associated change in fair value is recorded along with the change in fair value of the hedging item within interest expense. For further details, see Note 6 "Debt" to our consolidated financial statements included in this report. Unless otherwise indicated, issuers of debt and equity investments held by the Company (which such term "Company" shall include the Company's consolidated subsidiaries for purposes of this Consolidated Schedule of Investments) are denominated in dollars. All debt investments are income-producing unless otherwise indicated. All equity investments (including preferred equity investments) are non-income-producing unless otherwise noted. Certain portfolio company investments are subject to contractual restrictions on sales. Under the Investment Company Act of 1940, as amended (together with the rules and regulations promulgated thereunder, the "1940 Act"), the Company would be deemed to "control" a portfolio company if the Company owned more than 25% of its outstanding voting securities and/or held the power to exercise control over the management or policies of the portfolio company. As of June 30, 2024, the Company does not "control" any of these portfolio companies. Under the 1940 Act, the Company would be deemed an "affiliated person" of a portfolio company if the Company owns 5% or more of the portfolio company's outstanding voting securities. As of June 30, 2024, the Company is not an "affiliated person" of any of its portfolio companies. Unless otherwise indicated, the Company's investments are pledged as collateral supporting the amounts outstanding under the Trust Credit Facility (as defined below). See Note 6 "Debt." Variable rate loans to the portfolio companies bear interest at a rate that is determined by reference to either EURIBOR ("E") or SOFR ("S") or an alternate base rate (commonly based on the Federal Funds Rate ("F") or the U.S. Prime Rate ("P")), each of which generally resets periodically. For each loan, the Company has indicated the reference rate used and provided the spread and the interest rate in effect as of June 30, 2024. For investments with multiple reference rates or alternate base rates, the interest rate shown is the weighted average interest rate in effect at June 30, 2024. As of June 30, 2024, the reference rates for our variable rate loans were the 2-month E at 3.71%, 1-month S at 5.34%, 3-month S at 5.32%, 6-month S at 5.25% and the P at 8.50%. Par amount is presented for debt investments, while the number of shares or units owned is presented for equity investments. Par amount is denominated in U.S. Dollars (" \$" or "USD") unless otherwise noted, Euro ("€"), Great British Pound ("GBP"), or Canadian dollar ("CAD"). The cost represents the original cost adjusted for the amortization of discounts and premiums, as applicable, on debt investments using the effective interest method. These investments were valued using unobservable inputs and are considered Level 3 investments. Fair value was determined in good faith by or under the direction of the Company's Valuation Designee, under the supervision of the Board of Directors (the "Board of Directors" or the "Board") (see Note 2 and Note 5), pursuant to the Company's valuation policy. Assets or a portion thereof are pledged as collateral for the BNP Funding Facility (as defined below). See Note 6 "Debt." Loan includes interest rate floor of 1.00%. Loan includes interest rate floor of 0.75%. Loan includes interest rate floor of 0.50%. The investment is not a qualifying asset under Section 55(a) of the 1940 Act. The Company may not acquire any non-qualifying asset unless, at the time of acquisition, qualifying assets represent at least 70% of the Company's total assets. As of June 30, 2024, non-qualifying assets represented 7.22% of total assets as calculated in accordance with regulatory requirements. Securities exempt from registration under the Securities Act of 1933, and may be deemed to be "restricted securities." As of June 30, 2024, the aggregate fair value of these securities is \$56,932 or 3.06% of the Company's net assets. The initial acquisition dates have been included for such securities. Non-income-producing security. The investment includes an exit fee that is receivable upon certain conditions being met. See Note 2 "Significant Accounting Policies." Investment was on non-accrual status as of June 30, 2024. Position or portion thereof is an unfunded loan commitment, and no interest is being earned on the unfunded portion, although the investment may earn unused commitment fees. Negative cost and fair value, if any, results from unamortized fees, which are capitalized to the cost of the investment. The unfunded loan commitment may be subject to a commitment termination date that may expire prior to the maturity date stated. See below for more information on the Company's unfunded commitments as of June 30, 2024.

Investments — non-controlled/non-affiliated	Commitment Type	Commitment Expiration Date	Unfunded Commitment	Fair Value	First Lien Debt	365 Retail Markets, LLC	Revolver	12/23/2026	\$2,880	\$—	48Forty Solutions, LLC	Revolver	11/30/2026	\$43	(68)	ARI Network Services, Inc.	Revolver	2/28/2025	1,576	—	AWP Group Holdings, Inc.	Delayed Draw Term Loan	8/1/2025	832	—	AWP Group Holdings, Inc.	Revolver	12/24/2024	419	—																																																																																																																																																																						
Investments — non-controlled/non-affiliated	Commitment Type	Commitment Expiration Date	Unfunded Commitment	Fair Value	Abacus Data Holdings, Inc. (AbacusNext)	Revolver	3/10/2027	\$1,480	(61)	Abracore Group Holdings, LLC	Delayed Draw Term	Loan	7/6/2024	441	(107)	Advarra Holdings, Inc.	Delayed Draw Term Loan	8/26/2024	41	—	Alert Media, Inc.	Revolver	4/10/2026	3,043	(65)	Amerilife Holdings, LLC	Delayed Draw Term Loan	6/17/2026	2,506	(6)	Amerilife Holdings, LLC	Revolver	8/31/2026	437	—	Answer Acquisition, LLC	Revolver	12/30/2026	1,249	(6)	Any Hour, LLC	Delayed Draw Term Loan	5/23/2026	6,926	(51)	Any Hour, LLC	Revolver	5/23/2026	3,013	(44)	Apex Service Partners, LLC	Delayed Draw Term Loan	10/24/2025	792	(5)	Apex Service Partners, LLC	Revolver	10/24/2025	1,404	(8)	Appfire Technologies, LLC	Delayed Draw Term Loan	6/28/2026	5,036	(23)	Appfire Technologies, LLC	Revolver	3/9/2028	129	—	Appitools, Inc.	Revolver	5/25/2026	433	(5)	Aptean, Inc.	Delayed Draw Term Loan	1/30/2026	1,824	(8)	Aptean, Inc.	Revolver	1/30/2023	984	(4)	Arcero Holdings Corp.	Revolver	3/28/2026	1,957	(22)	Artifact Bidco, Inc.	Delayed Draw Term Loan	5/22/2027	2,759	(39)	Artifact Bidco, Inc.	Revolver	5/22/2026	5,542	(55)	Assembly Intermediate, LLC	Delayed Draw Term Loan	10/19/2025	1,556	(74)	Assembly Intermediate, LLC	Revolver	10/19/2027	2,074	(99)	Associations, Inc.	Delayed Draw Term Loan	7/3/2026	846	(1)	Associations, Inc.	Revolver	7/3/2028	678	(1)	Atlas Us Finco, Inc.	Revolver	12/9/2026	186	—	Avatara, Inc.	Revolver	10/19/2026	1,040	—	Bottomline Technologies, Inc.	Revolver	5/15/2028	267	—	Bradyvis Holdings, LLC	Delayed Draw Term Loan	10/31/2025	311	(1)	Bradyvis Holdings, LLC	Revolver	10/31/2025	621	(1)	Bridgepointe Technologies, LLC	Delayed Draw Term Loan	4/1/2025	2,453	—	Bullhorn, Inc.	Delayed Draw Term	Loan	9/20/2026	474	(2)	Bullhorn, Inc.	Revolver	10/1/2026	717	—	CLEO Communications Holding, LLC	Revolver	6/9/2027	12,502	(99)	COP Collisionright Parent, LLC	Delayed Draw Term Loan	1/29/2026	3,416	(54)	COP Collisionright Parent, LLC	Revolver	1/29/2026	884	(14)	Coerus US 1, Inc.	Delayed Draw Term Loan	10/28/2024	892	(40)	Coerus US 1, Inc.	Revolver	5/25/2029	937	(42)	Catalis Intermediate, Inc.	Revolver	8/4/2027	2,778	(89)	Cerity Partners, LLC	Delayed Draw Term Loan	6/7/2026	2,062	(20)

Investments — non-controlled/non-affiliated Commitment-Type Commitment-Expiration-Date Unfunded Commitment Fair Value Certy Partners, LLC Revolver 7/30/2025 5236 (5)(2) Chase Intermediate, LLC Delayed Draw Term Loan 8/31/2025 10,442 (136) Chase Intermediate, LLC Revolver 10/30/2026 520 (5) Citrin-Cooperman-Advisors, LLC Delayed Draw Term Loan 12/13/2025 4,992 (41) Conser Intermediate II, LLC Delayed Draw Term Loan 5/10/2026 4,577 (22) Conser Intermediate II, LLC Revolver 5/12/2031 1,220 (12) Coups Holdings, LLC Delayed Draw Term Loan 8/27/2025 1,085 (8) Coups Holdings, LLC Revolver 2/27/2029 831 (6) Cyara Acquisition Co, LLC Revolver 6/28/2026 313 (2) Diligent-Corporation Delayed Draw Term Loan 4/30/2026 4,118 (30) Diligent-Corporation Revolver 8/4/2036 2,745 (20) Dwyer Instruments, Inc. Delayed Draw Term Loan 12/22/2025 2,954 (17) Dwyer Instruments, Inc. Revolver 7/21/2027 1,814 (3) E-Discovery AcquireCo, LLC Revolver 8/29/2025 1,618 (12) EVDR Purchaser, Inc. Delayed Draw Term Loan 10/2/2024 5,881 (15) EVDR Purchaser, Inc. Revolver 2/14/2031 3,117 (8) Encore Holdings, LLC Delayed Draw Term Loan 3/28/2026 3,774 (52) Encore Holdings, LLC Revolver 11/23/2027 341 (2) Energy Labs Holdings Corp. Delayed Draw Term Loan 5/24/2026 636 (9) Energy Labs Holdings Corp. Revolver 4/7/2026 222 (3) Essential Services Holding Corporation Delayed Draw Term Loan 6/17/2026 4,773 (24) Essential Services Holding Corporation Revolver 6/3/2036 2,982 (30) Excelitas Technologies Corp. Delayed Draw Term Loan 5/1/2026 2,044 (15) Excelitas Technologies Corp. Revolver 8/14/2026 131 (2) FLS Holding, Inc. Revolver 12/17/2027 901 (67) FMG Suite Holdings, LLC Revolver 10/30/2026 2,312 (26) FORTIS Solutions Group, LLC Delayed Draw Term Loan 6/24/2025 758 — FORTIS Solutions Group, LLC Revolver 10/15/2027 2,159 — Formstack Acquisition Co Delayed Draw Term Loan 3/30/2026 3,272 (34) Formstack Acquisition Co Revolver 3/28/2026 2,188 (23) Foundation Risk Partners Corp. Delayed Draw Term Loan 5/21/2026 5,702 (28) Foundation Risk Partners Corp. Revolver 10/29/2025 6,709 — Fullsteam Operations, LLC Delayed Draw Term Loan 5/27/2025 7,091 (107) Fullsteam Operations, LLC Revolver 11/27/2025 608 (9) GC Waves Holdings, Inc. Delayed Draw Term Loan 12/31/2024 4,542 (22) GC Waves Holdings, Inc. Revolver 8/10/2029 321 (2) GI-DI Cornfield Acquisition LLC Delayed Draw Term Loan 5/31/2026 15,667 (115) GPS Merger Sub, LLC Delayed Draw Term Loan 10/2/2025 1,274 (7)

Investments — non-controlled/non-affiliated Commitment-Type Commitment-Expiration-Date Unfunded Commitment Fair Value GPS Merger Sub, LLC Revolver 10/2/2029 61,019 (616) GS Acquisition Co, Inc. Delayed Draw Term Loan 3/26/2026 189 — GS Acquisition Co, Inc. Revolver 5/25/2028 2,140 — GSM Acquisition Corp. (GSM-Outdoors) Revolver 11/16/2026 4,280 — Galway Borrower, LLC Delayed Draw Term Loan 2/6/2026 2,992 (42) Galway Borrower, LLC Revolver 9/29/2026 1,910 (27) Gateway US Holdings, Inc. Revolver 9/22/2026 30 — Granicus, Inc. Delayed Draw Term Loan 1/17/2026 1,900 (3) Granicus, Inc. Revolver 1/17/2031 1,772 (3) GraphPad Software, LLC Delayed Draw Term Loan 6/28/2026 7,982 (40) GraphPad Software, LLC Revolver 6/30/2031 2,092 (15) Ground Penetrating Radar Systems, LLC Delayed Draw Term Loan 4/5/2027 7,733 (56) Ground Penetrating Radar Systems, LLC Revolver 4/2/2031 2,605 (38) HSI Halo Acquisition, Inc. Delayed Draw Term Loan 6/28/2026 3,248 (16) HSI Halo Acquisition, Inc. Revolver 6/28/2036 2,165 (22) Heartland Veterinary Partners, LLC Revolver 12/10/2026 375 — Helios Service Partners, LLC Delayed Draw Term Loan 2/7/2025 2,408 — Helios Service Partners, LLC Revolver 3/19/2027 1,290 — Hercules Borrower LLC Delayed Draw Term Loan 4/5/2026 4,519 (23) Higginbotham Insurance Agency, Inc. Delayed Draw Term Loan 3/27/2026 7,081 (32) High Street Buyer, Inc. Delayed Draw Term Loan 3/11/2026 8,711 (48) High Street Buyer, Inc. Revolver 4/16/2027 2,136 (2) Hootsuite, Inc. Revolver 5/22/2026 2,500 (37) Hyland Software, Inc. Revolver 9/19/2029 1,879 — Icefall Parent, Inc. Revolver 1/25/2036 507 (9) Inzone Mid, LLC Delayed Draw Term Loan 11/10/2025 4,207 (37) Inzone Mid, LLC Revolver 11/12/2029 817 (7) Integrity Marketing Acquisition, LLC Revolver 8/27/2026 52 — Invictus Buyer, LLC Delayed Draw Term Loan 6/3/2021 1,688 (8) Invictus Buyer, LLC Revolver 6/3/2031 625 (6) Iris Buyer, LLC Delayed Draw Term Loan 10/2/2036 340 (3) Iris Buyer, LLC Revolver 10/2/2025 1,001 (9) KENG Acquisition, Inc. Delayed Draw Term Loan 8/1/2025 1,862 (5) KENG Acquisition, Inc. Revolver 8/1/2029 878 (2) KWON Acquisition, Inc. Revolver 12/23/2027 28 (1) Kaseya, Inc. Delayed Draw Term Loan 6/23/2025 761 — Kaseya, Inc. Revolver 6/25/2029 642 — Komline Sanderson Engineering Corp. Revolver 3/17/2026 2,752 —

Investments — non-controlled/non-affiliated Commitment-Type Commitment-Expiration-Date Unfunded Commitment Fair Value U Avalon Holdings, LLC Delayed Draw Term Loan 10/1/2025 52,366 (610) U Avalon Holdings, LLC Revolver 2/1/2029 675 (2) LUV Car Wash Group, LLC Delayed Draw Term Loan 7/4/2024 92 — LegitScript, LLC Revolver 6/24/2026 3,167 — MHE Intermediate Holdings, LLC Revolver 7/21/2027 2,500 — MRI Software, LLC Delayed Draw Term Loan 12/19/2025 61 — MRI Software, LLC Revolver 2/10/2027 2,252 — Magneto Components Buyco, LLC Delayed Draw Term Loan 6/5/2025 3,035 (21) Magneto Components Buyco, LLC Revolver 12/5/2029 2,529 (18) Magnolia Wash Holdings Revolver 7/14/2028 71 (6) Majesco Revolver 9/21/2027 1,575 (19) Mantech International Cf Delayed Draw Term Loan 6/14/2025 636 — Mantech International Cf Revolver 2/14/2026 587 — Mobile Communications America, Inc. Delayed Draw Term Loan 10/16/2025 1,825 — Mobile Communications America, Inc. Revolver 10/16/2029 960 — Model N, Inc. Delayed Draw Term Loan 6/27/2026 3,682 (18) Model N, Inc. Revolver 6/27/2031 1,964 (20) Montana Buyer, Inc. Revolver 7/22/2026 440 — Netwrix Corporation And Concept Searching, Inc. Revolver 6/11/2029 421 — Oak Purchaser, Inc. Delayed Draw Term Loan 2/2/2025 1,010 (12) Oak Purchaser, Inc. Revolver 4/28/2028 372 (5) Orion Group Holdco, LLC Delayed Draw Term Loan 7/24/2025 3,473 (33) PCX Holding Corp. Revolver 4/22/2027 308 (22) PDFtron Systems, Inc. Revolver 7/15/2026 7,700 — PDI-TA Holdings, Inc. Delayed Draw Term Loan 2/1/2026 5,212 (3) PDI-TA Holdings, Inc. Revolver 2/3/2031 2,280 (1) PPV Intermediate Holdings, LLC Delayed Draw Term Loan 8/31/2025 7,545 — PT Intermediate Holdings III, LLC Delayed Draw Term Loan 4/8/2026 3,287 (5) Pareto Health Intermediate Holdings, Inc. Revolver 6/1/2029 792 — Patriot Growth Insurance Services, LLC Revolver 10/16/2028 4,485 — PerkinElmer U.S., LLC Delayed Draw Term Loan 5/10/2026 2,802 (20) Peter C. Foy & Associates Insurance Services, LLC Delayed Draw Term Loan 4/23/2026 1,722 (10) Peter C. Foy & Associates Insurance Services, LLC Revolver 11/3/2027 832 — Pound Bidco, Inc. Delayed Draw Term Loan 2/1/2027 2,023 — Pound Bidco, Inc. Revolver 2/1/2027 1,163 — Procure Acquireco, Inc. (Procure Analytics) Revolver 12/20/2026 238 — Project Accelerate Parent, LLC Revolver 2/24/2031 1,250 (10) Project Boost Purchaser, LLC Revolver 5/2/2026 397 —

Investments — non-controlled/non-affiliated Commitment-Type Commitment-Expiration-Date Unfunded Commitment Fair Value Project Potter Buyer, LLC Revolver 4/23/2026 6733 (9) Promptcare Infusion Buyer, Inc. Delayed Draw Term Loan 10/19/2025 1,389 (20) Pye Barker Fire & Safety, LLC Delayed Draw Term Loan 5/24/2026 10,536 (52) Pye Barker Fire & Safety, LLC Revolver 5/24/2030 3,189 (31) RFS Opco LLC Revolver 4/4/2025 500 (5) RSC Acquisition, Inc. Delayed Draw Term Loan 2/14/2025 107 — Randy's Holdings, Inc. Delayed Draw Term Loan 11/1/2024 1,834 — Randy's Holdings, Inc. Revolver 11/1/2026 731 — Raptor Merger Sub Debt, LLC Revolver 4/1/2029 1,872 — Recovery Point Systems, Inc. Revolver 8/12/2026 4,090 — Redwood Services Group, LLC Delayed Draw Term Loan 2/5/2026 2,638 (23) Revalize, Inc. Revolver 4/15/2027 44 (3) Riskconnect Parent, LLC Delayed Draw Term Loan 3/1/2025 1,264 (13) Riskconnect Parent, LLC Revolver 12/7/2028 915 (9) RoadOne Intermodal Logistics Delayed Draw Term Loan 6/30/2025 273 (6) RoadOne Intermodal Logistics Revolver 12/29/2028 309 (6) SV Newco 2 Inc Delayed Draw Term Loan 5/31/2025 14,319 (106) SV Newco 2 Inc Revolver 6/2/2031 8,591 (127) Securix, Inc. Revolver 4/5/2028 3,697 (236) Spectrum Automotive Holdings Corp. Delayed Draw Term Loan 3/24/2026 9,424 (69) Sherlock Buyer Corp. Revolver 12/8/2027 1,286 — Smarsh, Inc. Delayed Draw Term Loan 2/18/2025 536 — Smarsh, Inc. Revolver 2/16/2026 139 — Sonny's Enterprises, LLC Delayed Draw Term Loan 6/5/2026 1,415 (10) Spectrio, LLC Revolver 12/9/2026 493 (25) Spectrum Automotive Holdings Corp. Delayed Draw Term Loan 12/30/2024 820 (7) Spectrum Automotive Holdings Corp. Revolver 6/29/2027 881 (7) Spotless Brands, LLC Revolver 7/25/2026 87 — Stepping Stones Healthcare Services, LLC Delayed Draw Term Loan 4/25/2026 1,250 (9) Stepping Stones Healthcare Services, LLC Revolver 12/30/2026 625 — Summit Acquisition, Inc. Delayed Draw Term Loan 11/1/2024 1,638 — Summit Acquisition, Inc. Revolver 5/1/2029 819 — Superman Holdings, LLC Delayed Draw Term Loan 5/1/2025 380 (1) Surewex Purchaser III, Inc. Delayed Draw Term Loan 7/9/2024 1,128 — Surewex Purchaser III, Inc. Revolver 12/28/2026 648 (14) Sureto Revolver 9/9/2027 616 (18) Sweep Purchaser, LLC Revolver 6/30/2027 1,406 — Tamarack Intermediate, LLC Revolver 3/13/26

Investments — non-controlled/non-affiliated Commitment-Type Commitment-Expiration-Date Unfunded Commitment Fair Value Tank Holding Corp. Delayed Draw Term Loan 9/30/2024 5410 (40) Tank Holding Corp. Revolver 3/31/2026 880 (16) Thrive Buyer, Inc. (Thrive Networks) Revolver 1/22/2027 1,321 (12) Tidi Legacy Products, Inc. Delayed Draw Term Loan 6/19/2025 494 (2) Tidi Legacy Products, Inc. Revolver 12/19/2029 356 (1) Trintech, Inc. Revolver 7/25/2029 2,092 (44) Triple Lift, Inc. Revolver 5/5/2028 2,467 (170) Trunk Acquisition, Inc. Revolver 2/19/2026 857 (6) Two Six Labs, LLC Delayed Draw Term Loan 10/9/2025 2,200 (15) Two Six Labs, LLC Revolver 8/20/2027 2,134 (32) US Infra Svcs Buyer, LLC Revolver 4/13/2027 1,275 (118) United Flow Technologies Intermediate Holdco II, LLC Delayed Draw Term Loan 6/21/2026 4,950 (37) United Flow Technologies Intermediate Holdco II, LLC Revolver 6/21/2036 950 (14) UpStack, Inc. Delayed Draw Term Loan 6/30/2025 1,556 (16) UpStack, Inc. Revolver 8/20/2027 306 (3) V-Global Holdings, LLC Revolver 12/22/2025 180 (11) VRC Companies, LLC Delayed Draw Term Loan 8/15/2025 320 — VRC Companies, LLC Revolver 6/29/2027 1,652 — Vardiman Black Holdings, LLC Delayed Draw Term Loan 3/29/2026 201 (6) Vehlo Purchaser, LLC Delayed Draw Term Loan 5/24/2025 14,495 (85) Vehlo Purchaser, LLC Revolver 5/24/2028 100 (1) Vensure Employer Services, Inc. Delayed Draw Term Loan 6/15/2025 862 — Verdantas LLC Delayed Draw Term Loan 5/6/2026 11,754 (86) Verdantas LLC Revolver 5/6/2030 1,754 (26) Vertex Service Partners, LLC Delayed Draw Term Loan 11/8/2025 959 (12) Vertex Service Partners, LLC Revolver 11/8/2030 394 (5) Vessco Midco Holdings, LLC Revolver 10/18/2026 447 — World Insurance Associates, LLC Revolver 4/3/2026 1,269 (22) YL LLC Delayed Draw Term Loan 6/6/2025 1,178 (2) YL, LLC Revolver 12/3/2029 882 (1) Zarya Intermediate, LLC Revolver 7/1/2027 3,649 — iCIMS, Inc. Delayed Draw Term Loan 8/18/2025 92 — iCIMS, Inc. Revolver 8/18/2026 41 — mPulse Mobile, Inc. Revolver 12/17/2027 1,734 (22) **Total First Lien Debt Unfunded**

Commitments \$511,230 \$14,350 Total Unfunded Commitments \$511,230 \$14,350 Position was unsettled as of June 30th, 2024. Unless otherwise indicated, issuers of debt and equity investments held by the Company (where such term "Company" shall include the Company's consolidated subsidiaries for purposes of this Consolidated Schedule M Investments) are denominated in dollars. All debt investments are income producing unless otherwise indicated. All equity investments are non-income producing unless otherwise noted. Certain portfolio company investments are subject to contractual restrictions on sales. Under the Investment Company Act of 1940, as amended (together with the rules and regulations promulgated thereunder, the "1940 Act"), the Company would be deemed to "control" a portfolio company if the Company owned more than 25% of its outstanding voting securities and/or held the power to exercise control over the management or policies of the portfolio company. As of December 31, 2023, the Company does not "control" any of these portfolio companies. Under the 1940 Act, the Company would be deemed an "affiliated person" of a portfolio company if the Company owns 5% or more of the portfolio company's outstanding voting securities. As of December 31, 2023, the Company is not an "affiliated person" of any of its portfolio companies. Unless otherwise indicated, the Company's investments are pledged as collateral supporting the amounts outstanding under the Trust Credit Facility (as defined below). See Note 6 "Debt." Variable rate loans to the portfolio companies bear interest at a rate that is determined by reference to either EURIBOR ("E") or SOFR ("S") or an alternate base rate (commonly based on the Federal Funds Rate ("F") or the U.S. Prime Rate ("P")), each of which generally resets periodically. For each loan, the Company has indicated the reference rate used and provided the spread and the interest rate in effect as of December 31, 2023. For investments with multiple reference rates or alternate base rates, the interest rate shown is the weighted average interest rate in effect at December 31, 2023. The reference rates for our variable rate loans were the 3-month E at 3.91%, 1-month S at 5.35%, the 3-month S at 5.33%, the 6-month S at 5.16% and the P at 8.50%. The cost represents the original cost adjusted for the amortization of discounts and premiums, as applicable, on debt investments using the effective interest method. These investments were valued using unobservable inputs and are considered Level 3 investments. Fair value was determined in good faith by or under the direction of the Company's Valuation Designee, under the supervision of the Board of Directors (the "Board of Directors" or the "Board") (see Note 2 and Note 5), pursuant to the Company's valuation policy. Assets or a portion thereof are pledged as collateral for the BNP Funding Facility (as defined below). See Note 6 "Debt." Loan includes interest rate floor of 1.00%. Loan includes interest rate floor of 0.75%. Loan includes interest rate floor of 0.50%. The investment is not a qualifying asset under Section 55(a) of the 1940 Act. The Company may not acquire any non-qualifying asset unless, at the time of acquisition, qualifying assets represent at least 70% of the Company's total assets. As of December 31, 2023, non-qualifying assets represented 6.55% of total assets as calculated in accordance with regulatory requirements. Investment was on non-accrual status as of December 31, 2023. Securities exempt from registration under the Securities Act of 1933, as amended, and may be deemed to be "restricted securities". As of December 31, 2023, the aggregate fair value of these securities is \$54,538 or 3.17% of the Company's net assets. The initial acquisition dates have been included for such securities. Position or portion thereof is an unfunded loan commitment, and no interest is being earned on the unfunded portion, although the investment may earn unused commitment fees. Negative cost and fair value, if any, results from unamortized fees, which are capitalized to the cost of the investment. The unfunded loan commitment may be subject to a commitment termination date that may expire prior to the maturity date stated. See below for more information on the Company's unfunded commitments as of December 31, 2023.

Investments — non-controlled/non-affiliated	Commitment Type	Commitment Expiration Date	Unfunded Commitment Fair Value	First Lien Debt	365 Retail Markets, LLC Revolver 12/23/2026 \$2,800. \$ — 48Forty Solutions, LLC Revolver 11/30/2026 1,086. (68) AMCP Pet Holdings, Inc. (Brightpet) Revolver 10/5/2026 2,042. (44) ARI Network Services, Inc. Revolver 2/28/2025 3,030. (29) AWP Group Holdings, Inc. Delayed Draw Term Loan 8/1/2025 1,579. (24) AWP Group Holdings, Inc. Revolver 12/24/2025 620. (9) Abacus Data Holdings, Inc. (AbacusNext) Revolver 3/10/2027 350. — Abracon Group Holdings, LLC Delayed Draw Term Loan 7/6/2024 441. (77) Advarra Holdings, Inc. Delayed Draw Term Loan 8/26/2024 41. (1) Alert Media, Inc. Revolver 4/10/2026 3,043. (53) Amerilife Holdings, LLC Delayed Draw Term Loan 10/7/2025 147. (2) Amerilife Holdings, LLC Revolver 8/31/2028 437. (6)			
Investments — non-controlled/non-affiliated	Commitment Type	Commitment Expiration Date	Unfunded Commitment Fair Value	Answer Acquisition, LLC Revolver 12/30/2026 \$192. \$ (3) Apex Service Partners, LLC Delayed Draw Term Loan 10/24/2025 5,922. (73) Apex Service Partners, LLC Revolver 10/24/2025 2,235. (43) Appfire Technologies, LLC Delayed Draw Term Loan 6/13/2024 1,082. (14) Appfire Technologies, LLC Revolver 2/9/2027 120. (2) Appliteels, Inc. Revolver 5/25/2026 432. (10) Assembly Intermediate, LLC Delayed Draw Term Loan 1/1/2024 1,556. (58) Assembly Intermediate, LLC Revolver 10/19/2027 2,074. (78) Associations, Inc. Delayed Draw Term Loan 6/10/2024 60. (3) Associations, Inc. Revolver 7/2/2027 1,203. (11) Atlas Us Finco, Inc. Revolver 12/9/2026 186. — Avalara, Inc. Revolver 10/19/2026 1,130. — Bottomline Technologies, Inc. Revolver 5/15/2026 267. — Bradyvis Holdings, LLC Delayed Draw Term Loan 10/31/2025 619. (8) Bradyvis Holdings, LLC Revolver 10/31/2025 631. (12) Bridgepointe Technologies, LLC Delayed Draw Term Loan 4/1/2025 4,426. (73) Bullhorn, Inc. Revolver 9/30/2026 593. (2) CLEO Communications Holding, LLC Revolver 6/9/2027 12,502. (196) Caerus US 1, Inc. Delayed Draw Term Loan 10/28/2024 893. — Caerus US 1, Inc. Revolver 5/25/2026 292. — Catalis Intermediate, Inc. Revolver 8/4/2027 2,778. (153) Chase Intermediate, LLC Delayed Draw Term Loan 8/31/2025 10,601. (196) Chase Intermediate, LLC Revolver 10/30/2028 530. (10) Citrin Cooperman Advisors, LLC Delayed Draw Term Loan 12/13/2025 7,275. (70) Coupa Holdings, LLC Delayed Draw Term Loan 8/27/2024 1,085. (12) Coupa Holdings, LLC Revolver 2/27/2025 831. (9) Cyara Acquisition Co. LLC Revolver 6/28/2029 313. (6) Diligent Corporation Revolver 8/24/2025 2,070. (4) Dwyer Instruments, Inc. Delayed Draw Term Loan 12/23/2025 2,954. (29) Dwyer Instruments, Inc. Revolver 7/21/2027 1,014. (20) E-Discovery Acquire Co. LLC Revolver 8/29/2026 1,618. (28) Encore Holdings, LLC Revolver 11/23/2027 539. — Energy Labs Holdings Corp. Revolver 4/7/2026 39. — Excelitas Technologies Corp. Delayed Draw Term Loan 8/12/2024 44. — Excelitas Technologies Corp. Revolver 8/14/2026 51. — FLS Holding, Inc. Revolver 12/17/2027 1,802. (11) FMG Suite Holdings, LLC Revolver 10/30/2026 1,542. (10) FORTIS Solutions Group, LLC Delayed Draw Term Loan 6/24/2024 908. —				
Investments — non-controlled/non-affiliated	Commitment Type	Commitment Expiration Date	Unfunded Commitment Fair Value	FORTIS Solutions Group, LLC Revolver 10/15/2027 \$2,564. \$ — Foundation Risk Partners Corp. Revolver 10/29/2027 4,571. — Fullsteam Operations, LLC Delayed Draw Term Loan 5/27/2025 3,902. (68) Fullsteam Operations, LLC Revolver 11/27/2029 608. (18) GC Waves Holdings, Inc. Delayed Draw Term Loan 12/31/2024 6,095. (112) GC Waves Holdings, Inc. Revolver 8/11/2028 331. (6) GPS Merger Sub, LLC Delayed Draw Term Loan 10/2/2025 1,274. (12) GPS Merger Sub, LLC Revolver 10/2/2029 1,019. (20) GS Acquisition Co., Inc. Revolver 5/22/2026 2,420. — GSM Acquisition Corp. (GSM Outdoors), Revolver 11/16/2026 4,280. (43) Gaiway Borrower, LLC Delayed Draw Term Loan 4/28/2024 1,712. (18) Gaiway Borrower, LLC Revolver 9/30/2027 2,052. (60) Gateway US Holdings, Inc. Revolver 9/22/2026 30. — GraphPad Software, LLC Revolver 4/27/2027 875. (3) Ground Penetrating Radar Systems, LLC Revolver 6/26/2025 1,641. (14) Groundworks, LLC Delayed Draw Term Loan 9/14/2024 54. — Groundworks, LLC Revolver 3/14/2029 62. — Heartland Veterinary Partners, LLC Revolver 12/10/2026 375. (3) Helios Service Partners, LLC Delayed Draw Term Loan 2/7/2025 5,933. (59) Helios Service Partners, LLC Revolver 3/19/2027 542. (5) Higginbotham Insurance Agency, Inc. Delayed Draw Term Loan 8/23/2025 1,254. — High Street Buyer, Inc. Revolver 4/16/2027 2,136. — Hyland Software, Inc. Revolver 9/19/2025 1,879. (23) Inzone Mid, LLC Delayed Draw Term Loan 11/10/2025 6,000. (64) Inzone Mid, LLC Revolver 11/12/2029 817. (16) Integrity Marketing Acquisition, LLC Revolver 8/27/2026 52. (13) Iris Buyer, LLC Delayed Draw Term Loan 10/2/2030 856. (13) Iris Buyer, LLC Revolver 10/2/2029 1,001. (26) KENG Acquisition, Inc. Delayed Draw Term Loan 8/1/2025 2,040. (26) KENG Acquisition, Inc. Revolver 8/1/2029 781. (10) KWOR Acquisition, Inc. Delayed Draw Term Loan 6/22/2024 3,472. (50) KWOR Acquisition, Inc. Revolver 12/23/2027 70. (1) Kaseya, Inc. Delayed Draw Term Loan 6/23/2024 803. (4) Kaseya, Inc. Revolver 6/25/2029 642. (3) Komiine Sanderson Engineering Corp. Delayed Draw Term Loan 5/27/2024 8,529. (266) Komiine Sanderson Engineering Corp. Revolver 3/17/2026 4,746. (148)				
Investments — non-controlled/non-affiliated	Commitment Type	Commitment Expiration Date	Unfunded Commitment Fair Value	LJ Avalon Holdings, LLC Delayed Draw Term Loan 8/1/2024 \$1,028. \$ (24) LJ Avalon Holdings, LLC Revolver 2/1/2029 675. (16) LUV Car Wash Group, LLC Delayed Draw Term Loan 3/14/2024 274. (1) LegitScript, LLC Delayed Draw Term Loan 6/24/2024 6,612. (59) LegitScript, LLC Revolver 6/24/2026 3,167. (28) Lightspeed Solution, LLC Delayed Draw Term Loan 3/1/2024 2,024. (36) MIHE Intermediate Holdings, LLC Revolver 7/21/2027 2,508. (25) MRI Software, LLC Delayed Draw Term Loan 12/19/2025 74. — MRI Software, LLC Revolver 2/10/2026 2,252. (12) Magneto Components Buyco, LLC Delayed Draw Term Loan 6/5/2025 3,035. (28) Magneto Components Buyco, LLC Revolver 12/5/2029 2,529. (46) Magnolia Wash Holdings Revolver 7/14/2026 71. (7) Maiesco Revolver 9/21/2026 1,575. (18) Mantech International Cf Delayed Draw Term Loan 9/14/2024 56. — Mantech International Cf Revolver 9/14/2028 53. — Mobile Communications America, Inc. Delayed Draw Term Loan 10/16/2025 1,921. (14) Mobile Communications America, Inc. Revolver 10/16/2029 960. (14) Montana Buyer, Inc. Revolver 7/22/2028 480. (3) Netwrix Corporation And Concept Searching, Inc. Delayed Draw Term Loan 6/10/2024 1,528. (23) Netwrix Corporation And Concept Searching, Inc. Revolver 6/11/2029 431. (6) Oak Purchaser, Inc. Delayed Draw Term Loan 4/28/2024 127. (2) Oak Purchaser, Inc. Revolver 4/28/2026 372. (8) Omni Intermediate Holdings, LLC Delayed Draw Term Loan 6/24/2024 138. (7) Omni Intermediate Holdings, LLC Revolver 12/30/2025 233. (11) PCX Holding Corp. Revolver 4/22/2027 987. (6) PDFtron Systems, Inc. Revolver 7/15/2026 3,850. (62) PPV Intermediate Holdings, LLC Delayed Draw Term Loan 8/31/2025 15,090. (124) Pareto Health Intermediate Holdings, Inc. Revolver 6/1/2029 792. (6) Patriot Growth Insurance Services, LLC Revolver 10/16/2028 4,485. (44) Peter C. Fay & Associates Insurance Services, LLC Delayed Draw Term Loan 10/19/2024 1,695. (8) Peter C. Fay & Associates Insurance Services, LLC Revolver 11/1/2027 832. (12) Pound Bidco, Inc. Delayed Draw Term Loan 12/31/2024 297. — Pound Bidco, Inc. Revolver 1/30/2026 1,163. — Procure Acquireco, Inc. (Procure Analytics) Revolver 12/20/2026 238. (7) Project Boost Purchaser, LLC Delayed Draw Term Loan 5/2/2024 589. (1)				
Investments — non-controlled/non-affiliated	Commitment Type	Commitment Expiration Date	Unfunded Commitment Fair Value	Project Boost Purchaser, LLC Revolver 5/2/2026 \$449. \$ — RSC Acquisition, Inc. Delayed Draw Term Loan 2/14/2025 610. (5) Randy's Holdings, Inc. Delayed Draw Term Loan 11/1/2024 2,248. (8) Randy's Holdings, Inc. Revolver 11/1/2028 639. (2) Raptor Merger Sub Debt, LLC Revolver 4/1/2026 1,952. (2) Recovery Point Systems, Inc. Revolver 8/12/2026 4,000. — Redwood Services Group, LLC Delayed Draw Term Loan 1/31/2025 595. (12) Revalize, Inc. Revolver 4/15/2027 53. (1) Riskconnect Parent, LLC Delayed Draw Term Loan 7/7/2024 558. (1) RoadOne Intermodal Logistics Delayed Draw Term Loan 6/30/2024 273. (5) RoadOne Intermodal Logistics Revolver 12/29/2026 309. (6) Securonix, Inc. Revolver 4/5/2028 3,782. (210) Sherlock Buyer Corp. Delayed Draw Term Loan 9/6/2025 3,215. (2) Sherlock Buyer Corp. Revolver 12/8/2027 1,286. (1) Smarsh, Inc. Delayed Draw Term Loan 2/18/2024 536. (9) Smarsh, Inc. Revolver 2/16/2025 268. (5) Spectrio, LLC Revolver 12/9/2026 493. (25) Spectrum Automotive Holdings Corp. Delayed Draw Term Loan 6/29/2024 1,154. (26) Spectrum Automotive Holdings Corp. Revolver 6/29/2027 881. (20) Spotless Brands, LLC Revolver 7/25/2026 114. (1) Stepping Stones Healthcare Services, LLC Delayed Draw Term Loan 1/1/2024 276. (4) Stepping Stones Healthcare Services, LLC Revolver 12/30/2026 625. (9) Summit Acquisition, Inc. Delayed Draw Term Loan 11/1/2024 1,638. (25) Summit Acquisition, Inc. Revolver 5/1/2025 819. (12) Summit Buyer, LLC Delayed Draw Term Loan 8/25/2025 197. (5) Summit Buyer, LLC Revolver 1/14/2026 2,443. (59) Superman Holdings, LLC Delayed Draw Term Loan 5/1/2025 380. (5) Surewex Purchaser III, Inc. Delayed Draw Term Loan 6/28/2024 1,128. — Surewex Purchaser III, Inc. Revolver 12/28/2026 494. — Surewex Revolver 9/9/2027 930. (19) Sweep Purchaser, LLC Delayed Draw Term Loan 5/5/2024 273. (55) Sweep Purchaser, LLC Revolver 11/30/2026 28. (6) Syntax Systems Ltd Revolver 10/29/2026 1,447. (26) Tamarack Intermediate, LLC Delayed Draw Term Loan 10/6/2025 398. (6) Tamarack Intermediate, LLC Revolver 3/13/2028 900. (22) Tank Holding Corp. Delayed Draw Term Loan 5/22/2024 494. (10)				
Investments — non-controlled/non-affiliated	Commitment Type	Commitment Expiration Date	Unfunded Commitment Fair Value	Tank Holding Corp. Revolver 3/31/2026 \$587. \$ (26) Thrive Buyer, Inc. (Thrive Networks) Revolver 1/22/2027 1,321. (26) Tidi Legacy Products, Inc. Delayed Draw Term Loan 6/19/2025 913. (9) Tidi Legacy Products, Inc. Revolver 12/19/2025 657. (13) Trintech, Inc. Revolver 7/25/2029 2,092. (39) Triple Lift, Inc. Revolver 5/5/2028 2,467. (172) Trunk Acquisition, Inc. Revolver 2/19/2026 857. (16) Two Six Labs, LLC Revolver 8/20/2027 2,134. (48) United Flow Technologies Intermediate Holdco II, LLC Delayed Draw Term Loan 1/1/2024 32. — United Flow Technologies Intermediate Holdco II, LLC Revolver 10/29/2026 1,155. (15) UpStack, Inc. Delayed Draw Term Loan 6/30/2025 6,197. (155) UpStack, Inc. Revolver 8/20/2027 613. (15) V Global Holdings, LLC Revolver 12/22/2025 396. (8) VRC Companies, LLC Revolver 6/29/2027 1,652. (2) Vensure Employer Services, Inc. Delayed Draw Term Loan 6/15/2025 2,362. (20) Vertex Service Partners, LLC Delayed Draw Term Loan 11/8/2025 2,562. (39) Vertex Service Partners, LLC Revolver 11/8/2030 460. (11) Vessco Midco Holdings, LLC Revolver 10/18/2026 428. — World Insurance Associates, LLC Revolver 4/3/2026 1,269. (41) YI, LLC Delayed Draw Term Loan 6/6/2025 1,178. (12) YI, LLC Revolver 12/3/2029 882. (17) Zarya Intermediate, LLC Revolver 7/1/2027 521. — iCIM5, Inc. Delayed Draw Term Loan 8/18/2025 101. — iCIM5, Inc. Revolver 8/18/2026 38. — mPulse Mobile, Inc. Revolver 12/18/2027 2,668. (59) Total First Lien Debt				
Unfunded Commitments	\$294,950. \$ (4,552)	Total Unfunded Commitments	\$294,950. \$ (4,552)					