

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`S,38Y#0H^
M/@T*+WLR96%M#0I"5`T*+T8R(##@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`X-#DN
M-S<@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`I5&H-"B]&,R`Q
M(%1F#0HQ."`M,2XQ."`!41`T**%1!ODQ%(\$)&(\$-/3E1%3E13*51J#0I%5`T*
M,"!`#0HP(\$@,"!J(#`N,C0@=R`Q,"!-(%M=,"!D#0HQ(&D@#0HR-#N-C4@
M,3,T+C\$W(&T-"C,W,"XW-R`Y,S0N,3<@;`T*4PT*0E0-"B]&,B`Q(%1F#0HQ
M,B`P(#`@,3(@-3,N-S,@.3`W+C(Y(%1M#0HP+C4@,"`P+C4@<F<-"BA005)4
M(\$DI5&H-"D54#0HP+C4@,"`P+C4@4D<-"C4S+C<S(#D-BXP.2!M#0HY,2XV
M-2`Y,#8N,#D@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`V.2XP.2`X.3,N.#4@5&T-
M"BA)5\$5-4R`Q(\$%.1`R+B!"55-)3D534R!!3D0@4%) /4\$525\$E%4RXI5&H-
M"D54#0HV.2XP.2`X.3(N-C4@;0T*,S(R+C`U#@Y,BXV-2!L#0I3#0I"5`T*
M,3(@,"`P(#\$R(#8Y+C`Y(#@X,"XT,2!4;0T**\$E414T@,RX@3\$5`04P@4%) /
M0T5%1\$E.1U,N*51J#0I%5`T*-CDN,#D@.#<Y+C(Q(&T-"C(T,BXV,2`X-SDN
M,C\$@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`V.2XP.2`X-C8N.3<@5&T-"BA)5\$5-
M(#0N(%-50DU)4U-)3TX@3T8@34%45\$524R!43R!!(%9/5\$4@3T8@4T5#55)
)M5%D@2\$],1\$24RXI5&H-"D54#0HV.2XP.2`X-C4N-S<@;0T*`-#<R+C`W(#@V
M-2XW-R!L#0I3#0I"5`T*,3(@,"`P(#\$R(#4S+C<S(#@U,RXU,R!4;0T**%!!
M4E0@24DI5&H-"D54#0HU,RXW,R`X-3(N,S,@;0T*.34N-S,@.#4R+C,S(&P-
M"E,-"D)4#0HO1C0@,2!49@T*,3(@,"`P(#\$R(#8Y+C`Y(#@T,"XP.2!4;0T*
M*\$E414T@-2X@34%22T54(\$9/4B!214=)4U1204Y44UPR,C(@0T]-34] .(\$51
M54E462!!3D0@4D5,051%1`I5&H-"D54#0HV.2XP.2`X,S@N.#D@;0T*`-#<S
M+C`Q(#@S."XX.2!L#0I3#0I"5`T*,3(@,"`P(#\$R(#8Y+C`Y(#@R-BXV-2!4
M;0T**%-43T-+2\$],1\$52(\$U!5%1%4E,N*51J#0I%5`T*-CDN,#D@.#(U+COU
M(&T-"C(Q.2XU-R`X,C4N-#4@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`V.2XP.2`X
M,3,N,C\$@5&T-"BA)5\$5- (#8N(%-3\$5\$5\$5(\$9)3D%.0TE!3"!\$051!+BE4
M:@T*150-"C8Y+C`Y(#@Q,BXP,2!M#0HR.#\$N.3<@.#\$R+C`Q(&P-"E,-"D)4
M#0HQ,B`P(#`@,3(@-CDN,#D@-SDY+C<W(%1M#0HH251%32`W+B!-04Y!1T5-
M14Y47#(R,E,@1\$E30U534TE/3B!!3D0@04Y!3%E325,@3T8@1DE,04Y#24%,
M(\$-/3D1)5\$E/3B`I5&H-"D54#0HV.2XP.2`W.3@N-3<@;0T*-3,S+C(U(#<Y
M."XU-R!L#0I3#0I"5`T*,3(@,"`P(#\$R(#8Y+C`Y(#<X-BXS,R!4;0T**%\$.
M1!"1215-53%13(\$)&(\$@015)!5\$E/3E,N*51J#0I%5`T*-CDN,#D@-S@U+C\$S
M(&T-"C(U,"XP-2`W.#4N,3,@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`V.2XP.2`W
M-S(N.#D@5&T-"BA)5\$5- (#<N(\$\$N(%504Q)5\$%4259%(\$%.1"!154%.5\$E4
M051)5D4@1\$E30TQ/4U5215,@04)/550@34%22T54(%)4TLN*51J#0I%5`T*
M-CDN,#D@-S<Q+C8Y(&T-"C4T-RXV-2`W-S\$N-CD@;`T*4PT*0E0-"C\$R(#`@
M,"`Q,B`V.2XP.2`W-3DN-#4@5&T-"BA)5\$5- (#@N(\$9)3D%.0TE!3"!35\$%4
M14U%3E13(\$%.1"!355!03\$5-14Y405)9(\$!1\$5\$N*51J#0I%5`T*-CDN,#D@
M-S4X+C(U(&T-"COS-2XP.2`W-3@N,C4@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`V
M.2XP.2`W-#8N,#\$@5&T-"BA215!/4E0@3T8@24Y\$15!%3D1%3E0@055\$251/
M4E,I5&H-"D54#0HV.2XP.2`W-#0N.#\$@;0T*,C@T+C,W(#<T-"XX,2!L#0I3
M#0I"5`T*,3(@,"`P(#\$R(#8Y+C`Y(#<S,BXU-R!4;0T**\$E414T@.2X@0TA!
M3D=%4R!)3B!!3D0@1\$E304=2145-14Y44R!7251((\$%#0T]53E1!3E13(\$).
M(\$%#0T]53E1)3D<@*51J#0I%5`T*-CDN,#D@-S,Q+C,W(&T-"C4T."XV,2`W
M,\$S\$N,S<@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`V.2XP.2`W,3DN,3,@5&T-"BA!
M3D0@1DE.04Y#24%,\$(1)4T-,3U-54D4N*51J#0I%5`T*-CDN,#D@-S\$W+CDS
M(&T-"C(T,RXS,R`W,3<N.3,@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`U,RXW,R`W
M,#4N-CD@5&T-"BA005)4(\$E)22E4:@T*150-"C4S+C<S(#<P-"XT.2!M#0HY
M.2XX,2`W,#0N-#D@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`V.2XP.2`V.3(C4@
M5&T-"BA)5\$5- (#\$P+B!\$25)%0U1/4E,@04Y\$(\$5814-55\$E612!/1D9)0T52
M4R!/1B!42\$4@4D5'25-44D%.5"XI5&H-"D54#0HV.2XP.2`V.3\$N,#4@;0T*
M-#<R+C`U(#8Y,2XP-2!L#0I3#0I"5`T*,3(@,"`P(#\$R(#8Y+C`Y(#8W."XX
M,2!4;0T**\$E414T@,3\$N(\$5814-55\$E612!#3TU014Y3051)3TXN*51J#0I%
M5`T*-CDN,#D@-C<W+C8Q(&T-"C(X-RXY-R`V-S<N-C\$@;`T*4PT*0E0-"C\$R
M(#`@,"`Q,B`V.2XP.2`V-C4N,S<@5&T-"BA)5\$5- (#\$R+B!314-54DE462!/ /
M5TY%4E-(25`@3T8@0T525%)3B!"14Y%1DE#24%,\$(73D524R!!3D0@*51J
M#0I%5`T*-CDN,#D@-C\$P+C\$W(&T-"C0X,2XX.2`V-CON,3<@;`T*4PT*0E0-
M"C\$R(#`@,"`Q,B`V.2XP.2`V-3\$N.3,@5&T-"BA-04Y!1T5-14Y4+BE4:@T*
M150-"C8Y+C`Y(#8U,"XW,R!M#0HQ-3@N.#4@-C4P+C<S(&P-"E,-"D)4#0HQ
M,B`P(#`@,3(@-CDN,#D@-C,X+C0Y(%1M#0HH251%32`Q,RX@0T525%)3B!2
M14Q!5\$E/3E-(25!3(\$%.1"!214Q!5\$5\$(\$1204Y304-424).4RXI5&H-"D54
M#0HV.2XP.2`V,S<N,CD@;0T*`-#4S+C`Y(#8S-RXR.2!L#0I3#0I"5`T*,3(@
M,"`P(#\$R(#4S+C<S(#8R-2XP-2!4;0T**%!!4E0@258I5&H-"D54#0HU,RXW
M,R`V,C,N.#4@;0T*,3`P+C(Y(#8R,RXX-2!L#0I3#0I"5`T*,3(@,"`P(#\$R
M(#8Y+C`Y(#8Q,2XV,2!4;0T**\$E414T@,30N(\$582\$E"2513+"!&24Y!3D-)
M04P@4U!5\$5-14Y4(%-#2\$5\$4Q%4R!!3D0@4D503U)44R!/3B!&3U)-(#@M
M*51J#0I%5`T*-CDN,#D@-C\$P+C0Q(&T-"C4T.2XP.2`V,3`N-#S@;`T*4PT*
M0E0-"C\$R(#`@,"`Q,B`V.2XP.2`U.3@N,3<@5&T-"BA+BE4:@T*150-"C8Y
M+C`Y(#4Y-BXY-R!M#0HX,"XX-2`U.38N.3<@;`T*4PT*0E0-"C\$R(#`@,"`Q
M,B`U,RXW,R`U.#0N-S,@5&T-"BA324=.05154D53*51J#0I%5`T*-3,N-S,@
M-3@S+C4S(&T-"C\$R."XV,2`U.#,N-3,@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`U
M,RXW,R`U-S\$N,CD@5&T-"BA%6\$A)ODE4(\$E.1\$58*51J#0I%5`T*-3,N-S,@
M-3<P+C`Y(&T-"C\$T,BXU,R`U-S`N,#D@;`T*4PT*96YD<WLR96%M#0IE;F10
M8FH-"C,@,"!08FH-"CP\#0HO4')O8U-E="!;+U!\$1B`05&5X="!#0HO1F]N
M="`\/`T*+T8R(#@Q,"!2#0HO1C,@-2`P(%(-"B]&-"`V(#`@4@T*/CX-"B]&
M>'1'4W1A=&4@/#P-"B]'4S\$@-R`P(%(-"CX^#0H^/@T*96YD;V)J#0HQ,"`P
M(&]B:@T*/#P-"B],96YG=&@@-3\$V,PT*/CX-"G-T<F5A;0T*0E0-"B]&,B`Q
M(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&<-"B]'4S\$@9W,-
M"C`@5&,"-C`@5'<-"B@@*51J#0I%5`T*,"XU(&<-"C\$@:2`-C(U+C8U(#DU
M-BXW,R`U-C`N.#@@+3(N.#@@<F4-"F8-"C`N-2!'#0HP(\$@,"!J(#`N,C0@
M=R`Q,"!-(%M=,"!D#0HU.#8N-3,@.34P+C(U(&T-"C(U+C8U(#DU,"XR-2!L
M#0HR-2XV-2`Y-3`N,C4@;0T*,C4N-C4@.30Y+C<W(&P-"E,-"C`@1PT*,C4N
M-C4@.30Y+C<W(&T-"C4X-BXU,R`Y-#DN-S<@;`T*-3@V+C4S(#DT.2XW-R!M
M#0HU.#8N-3,@.34P+C(U(&P-"E,-"D)4#0HO1C,@,2!49@T*,3(@,"`P(#\$R

M(#\$W-RXS,R`Y,S8N,S,@5&T-"C"@9PT**%-0U52251)15,@04Y\$(580TA!
M3D=%(\$-/34U)4U-)3TXI5&H-"B] &,B`Q(%1F#0HU+C<T("TQ+C\$V(%1\$#0HH
M5V%S:&EN9W10;BP@1"Y#+B`R,#4T.2E4:@T*+3\$@+3\$N,3(@5\$0-"BA?7U]?
M7U]?7U]?7U]?7U]?7U]?7U]?7U]I5&H-"B] &,R`Q(%1F#0HQ,RXT-"`P(#`@
M,3,N-#0@,C8Y+C<S(#@W.2XR,2!4;0T**\$9/4DT@,3`M2RE4:@T*+T8R(#\$@
M5&8-"C\$R(#`@, " `Q,B`R-2XV-2`X-3`N.#D@5&T-"BA;6%T@04Y.54%,(%)%
M4\$]25"!055)354%.5"!43R!314-424].(#\$S(\$]2(\$#U7"AD7"D@3T8@5\$A%
M(%-0U52251)15,@15A#2\$\$.1T4@04-4(\$]&("E4:@T*5"H-"B@Q.3,T*51J
M#0HQ-2XP."`M,2XQ,B!41`T**\$90<B!F:7-C86P@>65A<B!E;F1E9"!\$96-E
M;6)E<B`S,2P@,3DY.2E4:@T*-RXV("TQ+C\$R(%1\$#0HH3U(I5&H-"BTR,BXV
M."`M,BXS(%1\$#0HH6R`@(%T@5%)!3E-)5\$E/3B!215!/4E0@4%524U5!3E0@
M5\$@\4T5#5\$E/3B`Q,R!/4B`Q-5PH9%PI(\$]&(%1(12!314-54DE42453(\$58
M0TA!3D=%(\$%5`" I5&H-"C"@+3\$N,3(@5\$0-"BA/1B`Q.3,T*51J#0HQ,RXT
M."`M,2XQ,B!41`T**\$90<B!T:&4@=")A;G-I=&EO;B!P97)I;V0@9G)O;2!?
M7U]?7U]@=&@\7U]?7U]?+BE4:@T*+T8S(#\$@5&8-"C(N-C@+3(N,S8@5\$0-
M"BA#;VUM:7-S:6)N(\$9I;&4@3G5M8F5R.B`Q+3@Y-#O15&H-"C\$S+C0T(#`@
M,"`Q,RXT-"`R,C0N,S<@-S\$Q+C8Y(%1M#0HH0TQ%5D5,04Y\$+4-,249&4R!)
M3D,I5&H-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,3@Q+C8U(#8Y-RXU,R!4;0T*
M*\$%PH17AA8W0@;F%M92!09B!R96=I<W1R86YT(&%S(' -P96-I9FEE9"!I;B!I
M=",@8VAA<G1E<EPI*51J#0HM-RXQ-B`M,2XQ,B!41`T*,3<N,CD@5&,-"ELH
M(" I,34W.#`H("E=5\$H-"B] &,R`Q(%1F#0HW+C<@+3\$N,3@5\$0-"C`@5&,-
M"ELH3VAI;RDM,30Y-#<N.2@S-"TQ-#8T-C<R*5U42@T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@,3`T+C@U(#8U-BXP,2!4;0T*6RA<*%-T871E(&]R(&]T:&5R(&IU
M<FES9&E<E@EO;B!09B!I;F-O<G!O<F%T:6]N7"DI+30W.34N.2A<*\$DN4BY3
M+B!%;7!L;WEE<B!)9&5N=&EF:6-A=&EO;B!.;RY<*2E=5\$H-"B] &,B`Q(%1F
M#0HQ,B`P(#`@,3(@,3<X+C4S(#8R."XT,2!4;0T**\$9Q,#`@4W5P97)I;W(@
M079E;G5E+`!#;&5V96QA;F0L(\$]H:6\@-#0Q,30M,C4X.2E4:@T*, "XS,B`M
M,2XQ,B!41`T**\$PH061D<F5S<R!09B!P<FEN8VEP86P@97AE8W5T:79E(&]F
M9FEC97-<*2!<*\$II<`!#;V1E7"DI5&H-"B] &-`Q(%1F#0HM,RXT,B`M,2XQ
M,B!41`T**%)E9VES=")A;G1<,C(R<R!T96QE<&AO;F4@;G5M8F5R+`!I;F-L
M=61I;F<@87)E82!C;V1E.B!<#(Q-EPI(#8Y-"TU-S`P*51J#0HP+C0X("TQ
M+C\$R(%1\$#0HH7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?
M7U]?7U]?7U]?7U]?7U]?7U\@*51J#0HO1C,@,2!49@T*+3,N.#(@+3(N,S8@
M5\$0-"BA314-54DE42453(%1TE35\$52140@4%524U5!3E0@5\$@\4T5#5\$E/
M3B`Q,EPH8EPI(\$]&(%1(12!!0U0Z*51J#0HO1C0@,2!49@T*,2XX."`M,2XQ
M-B!41`T*,30N.34@5&,-"ELH(" I,3,V.#`H("E=5\$H-"C,N-S8@+3(N,C0@
M5\$0-"C`@5&,-"BA4:71L92!09B!%86-H(\$-L87-S*51J#0HQ-"XX,B`Q+C\$R
M(%1\$#0HH3F%M92!09B!%86-H(\$5X8VA;F=E*51J#0HP+C<V("TQ+C\$R(%1\$
M#0HH;VX@5VAI8V@4F5G:7-T97)E9"E4:@T*150-"C`N-2!`#0HS,#4N.3<@
M-3\$T+C8U(&T-"C\$R,RXX,2`U,30N-C4@;`T*,3(S+C@Q(#4Q-"XV-2!M#0HQ
M,C,N.#\$@-3\$T+C\$W(&P-"E,-"C`@1PT*,3(S+C@Q(#4Q-"XQ-R!M#0HS,#4N
M.3<@-3\$T+C\$W(&P-"C,P-2XY-R`U,30N,3<@;0T*,S`U+CDW(#4Q-"XV-2!L
M#0I3#0HP+C4@1PT*-#@X+C,W(#4Q-"XV-2!M#0HS,CON-#4@-3\$T+C8U(&P-
M"C,R-"XT-2`U,30N-C4@;0T*,S(T+C0U(#4Q-"XQ-R!L#0I3#0HP(\$<-"C,R
M-"XT-2`U,30N,3<@;0T*-#@X+C,W(#4Q-"XQ-R!L#0HT.#@N,S<@-3\$T+C\$W
M(&T-"COX."XS-R`U,30N-C4@;`T*4PT*0E0-"C\$R(#`@, " `Q,B`Q,C@N-C@\$
M-3`Q+C0U(%1M#0HH0V]M;6]N(%-H87)E<R!<,C(W(!A<B!V86QU92`D,2XP
M,"`I5&H-"C4N,S@+3\$N,3(@5\$0-"BAP97(@<VAA<F4I5&H-"C\$Q+C0V(#\$N
M,3(@5\$0-"BA.97<@66]R:R!3=&]C:R!%&-H86YG92!A;F0I5&H-"C\$N,C@
M+3\$N,3(@5\$0-"BA#:&EC86=O("T;V-K(\$5X8VAA;F=E*51J#0HM,C\$N,#@
M+3(N,R!41`T**%-0U52251)15,@4D5'25-415)%1"!055)354%.5"!43R!3
M14-424].(#\$R7"AG7"D@3T8@5\$A\$(%#5#H@3D].12`I5&H-"BTU+C8R("TR
M+C,@5\$0-"B@@"`@("!) ;F1I8V%T92!B>2!C:&5C:R!M87)K('=H971H97(@
M=&AE(')E9VES=")A;G0@7"Q7"D@: &%S(&9I;&5D(&%L;"!R97!O<G1S(')E
M<75I<F5D('!O(&)E(&9I;&5D(&)Y(%-E8W1I;VX@,3,@;W(@,35<*1<*2`I
M5&H-"C`@+3\$N,3(@5\$0-"BAO9B!T:&4@4V5C=7)I=&EE<R!%&-H86YG92!!
M8W0@;V8@,3DS-"!D=7)I;F<@=&AE('!R96-E9&EN9R`Q,B!M;VYT:' ,@7"AO
M<B!F;W(@<W5C:"!S:&]R=&5R('!E<FEO9"!T:&%T('1H92`I5&H-"E0J#0HH
M<F5G:7-T<F%N="!W87,@<F5Q=6ER960@=&\@9FEL92!S=6-H(')E<]&]R='<
M*2P@86YD(%PH,EPI(&AA<R!B965N(' -U8FIE8W0@=&\@<W5C:"!F:6QI;F<@
M<F5Q=6ER96UE;G1S(&9O<B!T:&4@&=&%S=" I5&H-"E0J#0I; *#DP(&1A>7,N
M(%E%4R`I+3,W+C<H("!"8(" I751*#0I%5`T*.30N-S<@,SDQ+C(Y(&T-"C\$
M-2XX.2`S.3\$N,CD@;`T*4PT*0E0-"C\$R(#`@, " `Q,B`Q,34N.#D@,SDR+C0Y
M(%1M#0I; *`@(" @(\$Y/("DM-C4N."@@"`@("E=5\$H-"D54#0HQ-34N,#\$@
M,SDQ+C(Y(&T-"C\$W,"XV,2`S.3\$N,CD@;`T*4PT*0E0-"C\$R(#`@, " `Q,B`R
M-2XV-2`S-CON.#D@5&T-"B@@"`@("!) ;F1I8V%T92!B>2!C:&5C:R!M87)K
M(&EF(&1I<V-L;W-U<F4@;V8@9&5L:6YQ=65N="!F:6QE<G,@<'5R<W5A;G0@
M=&\@271E;2`T,#4@;V8@=&AE(%)E9W5L871I;VX@4RU+(&ES(&YO=" I5&H-
M"E0J#0HH8V]N=&%I;F5D(&AE<F5I;BP@86YD('=I;&P@;F]T(&])E(&-O;G1A
M:6YE9"P@=&\@&AE('9O=&EN9R!A;F0@;F]N+790=&EN9R!S=&]C:R!H96QD(&)Y
M(&YO;BUA9F9I;EA=&S(&]F("E4:@T*, " `M,2XQ,B!41`T**`1H92!R96=I
M<W1R86YT+"!B87-E9"!O;B!T:&4@8VQO<VEN9R!P<FEC92!09B`D,C0N,3(U
M('!E<B!S:&%R92!A<R!R97!O<G1E9"!O;B!T:&4@3F5W(%EO<FL@4W108VL@
M17AC:&%N9V4@+2`I5&H-"E0J#0HH0V]M<&]S:71E(\$EN9&5X('=A<R`D,C0V
M+#0S-RPR.#4@7"AE>&-L=61E9"!F<F]M('1H:7,@9FEG=7)E(&ES('1H92!V
M;W1I;F<@<W108VL@8F5N969I8VEA;&QY(&]W;F5D(&])Y('1H92`I5&H-"E0J
M#0HH<F5G:7-T<F%N=%PR,C)S(&]F9FEC97)S(&%N9"!D:7)E8W1O<G-<*2X@
M*51J#0HP("TR+C,@5\$0-"B@@"`@("!"4:&4@;G5M8F5R(&]F(' -H87)E<R!O
M=71S=&%N9&EN9R!09B!T:&4@<F5G:7-T<F%N=%PR,C)S("OQ+C`P('!A<B!V

M86QU92!C;VUM;VX@<W108VL@=V%S(#\$P+#8V-2PW-38@87,@;V8@*51J#0HP
M("TQ+C\$R(%1\$#0HH36%R8V@,2P@,C`P,"X@*51J#0I%5`T*,"XU(\$<-C4X
M-BXU,R`R,CON-S,@;0T*,C4N-C4@,C(T+C<S(&P-"C(U+C8U(#(R-"XW,R!M
M#OHR-2XV-2`R,CON,C4@;`T*4PT*,"!`#OHR-2XV-2`R,CON,C4@;0T*-3@V
M+C4S(#(R-"XR-2!L#0HU.#8N-3,@,C(T+C(U(&T-"C4X-BXU,R`R,CON-S,@
M;`T*4PT*0E0-"B] & ,R`Q(%1F#0HQ,B`P(#`@,3(@,38X+C(Q(#(Q,"XX,2!4
M;0T**\$1/0U5-14Y44R!)3D-/4E!/4D%4140@0ED@4D5&15)%3D-=%51J#0HO
M1C0@,2!49@T*+3\$Q+C@X("TR+C,T(%1\$#0I;*#\$N*2TQ,@"@*2TQ,##\$P*!O
M<G1I;VYS(&]F(')E9VES=')A;G1<,C(R<R`Q.3DY(\$%N;G5A;"!297!O<G0@
M=&@4VAA<F5H;VQD97)S(&%R92!F:6QE9"!A<R!%>&AI8FET<R`Q,UPH85PI
M('1H<F]U9V@,3-<*I<*2!A;F0@87)E("E=5\$H-"C(N,#(@+3\$N,3(@5\$0-
M"BAI;F-O<G!O<F%T960@8GD@<F5F97)E;F-E(&EN=&\@4&%R=',@22P@24D@
M86YD(\$E6+BE4:@T*+3(N,#(@+3\$N,B!41`T*6R@R+BDM,3`H("DM,3`Q,"A0
M;W)T:6]N<R!O9B!R96=I<W1R86YT7#(R,G,@4')O>`D@4W1A=&5M96YT(&9O
M<B!T:&4@06YN=6%L(\$UE971I;F<@;V8@4VAA<F5H;VQD97)S('-C:&5D=6QE
M9"!T;R!B92!H96QD(\$UA>2`Y+`"I751*#OHR+C`R("TQ+C\$R(%1\$#0HH,C`P
M,"!A<F4@:6YC;W)P;W)A=&5D(&N)Y(')E9F5R96YC92!I;G1O(!A<G0@24E)
M+BE4:@T*150-"C`N-2!#0HU.#8N-3,@,3,W+C\$S(&T-"C(U+C8U(##\$S-RXQ
M,R!L#OHR-2XV-2`Q,S<N,3,@;0T*,C4N-C4@,3,V+C8U(&P-"E,-"C`@1PT*
M,C4N-C4@,3,V+C8U(&T-"C4X-BXU,R`Q,S8N-C4@;`T*-3@V+C4S(##\$S-BXV
M-2!M#0HU.#8N-3,@,3,W+C\$S(&P-"E,-"C`N-2!G#OHR-2XV-2`Q,S,N,#4@
M-38P+C@X("TR+C@X(')E#0IF#0I"5`T*,3(@,"`P(#\$R(#,P,RXP.2`Q,#,N
M,CD@5&T-"C`@9PT**\$@*51J#0I%5`T*96YD<W1R96%#M#0IE;F108FH-"C\$Q
M(#`@;V)J#0H\/'`T*+U!R;V-3970@6R]0!\$8@+U!E>'0@70T*+T9O;G0@/#P-
M"B] & ,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@-B`P(%(-"CX^#0HO17AT1U-T
M871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*/CX-"F5N9@]B:@T*,3,@,"!08FH-
M"CP\#0HO3&5N9W1H(#0R.#`-"CX^#0IS=')E86T-"D)4#0HO1C(@,2!49@T*
M,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,"!G#0HO1U,Q(&=S#0HP(%1C
M#0HP(%1W#0HH("`@("`@("`@("`@("`@*51J#0HO1C,@,2!49@T*,414U3
M-R`M,BXS-B!41`T**%!!4E0@22E4:@T*+3(Q+C@+3(N-"!41`T**\$E,C14U3
M(#\$@04Y\$(#(N(\$)54TE.15-3(\$%.1"!04D]015)42453+BE4:@T*,3DN-"`M
M,BXT(%1\$#0HH24Y44D]\$54-424]*51J#0HO1C0@,2!49@T*+3\$Y+C0@+3(N
M,M,S0@5\$0-"B@@"`@("!"#;&5V96QA;F0M0VQI9F9S(\$EN8R!<*EN8VQU9&EN
M9R!I=',@8V]N<V]L:61A=&5D(')-U8G-I9&EA<FEE<RP@&AE(%PR,C-#;VUP
M86YY7#(R-#PI(&ES('1H92!S=6-C97-S;W(@=&\@8G5S:6YE<W,@*51J#0HP
M("TQ+C\$R(%1\$#0HH96YT97)P<FES97,@=VAO<V4@8F5G:6YN:6YG<R!C86X@
M8F4@=')A8V5D('1O(&5A<FQI97(@=&AA;B`Q.#4P+B!4:&4@0V]M<&%N>5PR
M,C)S(&AE861Q=6%R=&5R<R!A<F4@870@,3\$P,"!3=7!E<FEO<B`I5&H-"E0J
M#0HH079E;G5E+"!#;&5V96QA;F0L(\$]H:6\@-#0Q,30M,C4X.2P@86YD(&ET
M<R!T96QE<&AO;F4@;G5M8F5R(&ES(%PH,C\$V7`D@-CDT+34W,#`N("E4:@T*
M+T8S(#\$@5&8-"C(P+CDV("TR+C,V(%1\$#0HH0E5324Y%4U,I5&H-"B] & -"Q
M(%1F#0HM,C`N.38@+3(N,S0@5\$0-"B@@"`@("!"4:&4@0V]M<&%N>2!H87,@
M='O(&)U<VEN97-S('E9VUE;G1S(&]F9F5R:6YG(&1I9F9E<FEN9R!I<F]N
M('!R;V1U8W1S(&%N9"!S97)V:6-E<R!T;R!T:&4@<W1E96P@:6YD=7-T<GDL
M('I=&@*51J#0HP("TQ+C\$R(%1\$#0HH:7)O;B!O<F4@8F5I;F<@=&AE(\$-O
M;7!A;GE<,C(R<R!D;VUI;F%N="!S96=M96YT(&%N9"!F97)R;W5S(&UE=&%L
M;&EC<R!B96EN9R!T:&4@;W1H97(@<V5G;65N="X@5&AE(&9E<G)O=7,@*51J
M#0I4@T**&UE=&%L;&EC<R!S96=M96YT(&-O;G-I<W1S(&]F(&\$@:&]T(&)R
M:7%U971T960@:7)O;B!V96YT=7)E('!R;VIE8W0@;&]C871E9"!I;B!4<FEN
M:61A9"!A;F0@5&]B86=O(&%N9"!O=&AE<B`I5&H-"E0J#0HH9&5V96QO<&UE
M;G1A;"!A8W1I=FET:65S+B!4:&4@0V]M<&%N>2!I<R!P=7)S=6EN9R!A9&1I
M=&EO;F%L(&EN=F5S=&UE;G0@;W!P;W)T=6YI=&EE<RP@9&]M97-T:6-A;&QY
M(&%N9"!I5&H-"E0J#0HH:6YT97)N871I;VYA;&QY+"!T;R!B<F]A9&5N(&ET
M<R!S8V]P92!A<R!A('U<`!L:65R(&]F(&ER;VX@=6YI=',@=&\@=&AE(')-T
M965L(&EN9`5S=')Y+"!I;F-L=61I;F<@:6YV97-T;65N=',@:6X@:7)O;B!O
M<F4@*51J#0I4*`T**!E;&QE="!O<B!F97)R;W5S(&UE=&%L;&EC<R!F86-I
M;&ET:65S+B`I5&H-"B] & ,R`Q(%1F#0HR,2XT."`M,BXS-B!41`T**\$ER;VX@
M3W)E*51J#0I%5`T*,"!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(&M="!D#0HQ
M(&D@#0HR.#,N-#\$@-C8V+C@Q(&T-"C,R.2XP,2`V-C8N.#\$@;`T*4PT*0E0-
M"B] & -"Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@-COP+C\$W(%1M#0HH("`@("`@
M5&AE(\$-O;7!A;GD@;W=N<R@P@9&ER96-T;'D@;W(@:6YD:7)E8W1L>2P@=&AR
M964@;6%J;W(@:7)O;B!O<F4@;W!E<F%T:6YG(')-U8G-I9&EA<FEE<RP@5&AE
M(\$-L979E;&%N9"U#;&EF9G,@*51J#0HP("TQ+C\$R(%1\$#0HH27)O;B!#;VUP
M86YY(%PH7#(R,T-#24-<,C(T7"DL(\$-L:69F<R!-:6YI;F<@0V]M<&%N>2!<
M*%PR,C-#34-<,C(T7"D@86YD(\$YO<G1H<VAO<F4@36EN:6YG(\$-O;7!A;GD@
M7"Ac,C(S3F]R=&AS:&]R95PR,C1<*2X@*51J#0I4*`T**\$-#24,@86YD(##--
MOR!H;VQD(&EN=&5R97-T<R!I;B!V87)I;W5S(&EN9&5P96YD96YT(&ER;VX@
M;W)E(&UI;FEN9R!V96YT=7)E<R!<*%PR,C-M:6YI;F<@=F5N='5R97-<,C(T
M7"D@86YD(&%C="!A<R`I5&H-"E0J#0HH;6%N86=I;F<@86=E;G1S+B!4:&4@
M;W!E<F%T:6]N<R!O9B!;"W)T:'-H;W)E(&UA;F%G92!A;F0@;W-N(&EN=&5R97-T<R!I
M>2!T:&4@0V]M<&%N>2X@0V]L;&5C=&EV96QY+"!#0TE#+"!#34,@86YD("E4
M:@T*5`H-"BA.;"W)T:'-H;W)E(&UA;F%G92!A;F0@;W-N(&EN=&5R97-T<R!I
M;B!M:6YE<SL@<V5L;"!I<F]N(&]R92!P96QL971S.R!C;VYT<F]L+"!D979E
M;&]P+"!A;F0@;&5A<V4@<F5S97)V97,@=&\@;6EN92`I5&H-"E0J#0HH;W=N
M97)S.R!A;F0@<)O=FED92!A;F-I;&QA<GD@<V5R=FEC97,@=&\@=&AE(&UI
M;F5S+B!4:&4@;W!E<F%T:6]N<R!O9B!E86-H(&UI;F4@87)E(&EN9&5P96YD
M96YT(&]F('1H92!O=&AE<B`I5&H-"E0J#0HH;6EN97,N(\$ER;VX@;W)E('!R
M;V1U8W1I;VX@86-T:79I=&EE<R!A<F4@8V]N9`5C=&5D(&EN('1H92!5;FET
M960@4W1A=&5S(&%N9"!#86YA9&\$N(\$ER;VX@;W)E(&ES(&UA<FME=&5D(&)Y
M('1H92`I5&H-"E0J#0HH<W5B<VED:6%R:65S(&EN('1H92!5;FET960@4W1A
M=&5S+"!#86YA9&\$L(&%N9"!%=7)O<&4N("E4:@T*,"`M,BXS(%1\$#0HH("`@
M("`@1F]R(&EN9F]R;6%T:6]N(&]N('1H92!I<F]N(&]R92!B=7-I;F5S<R@P
M:6YC;'5D:6YG(')O>6%L=&EE<R!A;F0@;6%N86=E;65N="!F965S(&9O<B!T
M:&4@>65A<G,@,3DY-RTQ.3DY+"!S964@*51J#0HP("TQ+C\$R(%1\$#0HH3F]T
M92`R(&EN('1H92!.;W1E<R!T;R!T:&4@0V]M<&%N>5PR,C)S(\$-O;G-O;&ED

M871E9"!&:6YA;F-I86P@4W1A=&5M96YT<R!;B!T:&4@0V]M<&%N>5PR,C)S
M(\$%N;G5A;"1297!O<G0@=&\@*51J#0I4*@T**%-E8W5R:71Y(\$AO;&1E<G,@
M9F]R('1H92!Y96%R(&5N9&5D(\$1E8V5M8F5R(#,Q+"`Q.3DY+"!W:&EC:"!
M;W1E(#(@:7,@8V]N=&%I;F5D(&EN(\$5X:&EB:70@,3-<*=&*<2!A;F0@*51J
M#0I4*@T**&EN8V]R<&]R871E9"!H97)E:6X@8GD<<F5F97)E;F-E(&%N9"!M
M861E(&\$@<&%R="!H97)E;V8N("E4:@T*,"`M,BXS(%1\$#0HH("`@("0T-)0R!
O=VYS(&]R M(&EN9F]R;6%T:6]N(&-O;F-E<FYI;F<@;W!E<F%T:6]N<R!O9B!
T:&4@0V]M M<&%N>2P@<V5E(&UA=&5R:6%L('5N9&5R('1H92!H96%D:6YG(%PR,C-3=6UM
M87)Y(&]F(\$9I;F%N8VEA;"`I5&H-"C`@+3\$N,3(@5\$0-"BAA;F0@3W1H97(@
M4W1A=&ES=&EC86P@1&%T85PR,C0@:6X@=&AE(\$-O;7!A;GE<C(R<R!;!;FYU
M86P@4F5P;W)T('1O(%-E8W5R:71Y(\$AO;&1E<G,@9F]R('1H92!Y96%R(&5N
M9&5D(\$1E8V5M8F5R(#,Q+"`I5&H-"E0J#0HH,3DY.2P@=VAI8V@04W5M;6%R
M>2!O9B!&:6YA;F-I86P@86YD(\$]T:&5R(%-T871I<W1I8V%L(\$1A=&\$@:7,@
M8V]N=&%I;F5D(&EN(\$5X:&EB:70@,3-<*=&I<*2!A;F0@:6YC;W)P;W)A=&5D
M(&AE<F5I;B`I5&H-"E0J#0HH8GD<<F5F97)E;F-E(&%N9"!M861E(&\$@<&%R
M="!H97)E;V8N("E4:@T*,"`M,BXS(%1\$#0HH("`@("0T-)0R!
O=VYS(&]R M(&AO;&1S(&QO;F<M=&5R;2!L96%S96AO;&0@:6YT97)E<W1S(&EN(&%C=&EV
M92!.;W)T:"!;!;65R:6-A;B!P<F]P97)T:65S(&-O;G1A:6YI;F<@86X@97-T
M:6UA=&5D("E4:@T*,"`M,2XQ,B!41`T**#N-2!B:6QL:6]N('1O;G,@;V8@
M8W)U9&4@:7)O;B!O<F4@<F5S97)V97,@7"AA<`!R;WAI;6%T96QY(#0X-B!M
M:6QL:6]N('1O;G,@;V8@97%U:79A;&5N="!S=&%N9&%R9"!I<F]N(&]R92!P
M96QL971S7"DN("E4:@T*5"H-"BA#0TE#+"!#34,@86YD(\$YO<G1H<VAO<F4@
M;6%N86=E("-I>"!A8W1I=F4@;6EN97,@:6X@3F]R=&@06UE<FEC82!W:71H
M(&\$@=&]T86P@<F%T960@86YN=6%L(&-A<&%C:71Y(&]F("E4:@T*5"H-"B@T
M,2XV(&UI;&QI;VX@=&]N<R!A;F0@;W=N(&5Q=6ET>2!I;G1E<F5S=",@:6X@
M9FEV92!O9B!T:&5S92!M:6YE<R!<*-E92!486)L92!O;B!P86=E(#1<2X@
M*51J#0HP("TR+C,@5\$0-"B@@("`@("0TE#+"!#34,@86YD(\$YO<G1H<VAO
M<F5<,C(R<R!5;FET960@4W1A=&5S('!R;W!E<G1I97,@:6YC;'5D92!T=V\
M86-T:79E(&]P96XM<&ET(&UI;F5S(&%N9"!P96QL970@<&QA;G1S+"!O;B`I
M5&H-"C`@+3\$N,3(@5\$0-"BAT:&4@36%R<75E='1E(%A;F=E(&]F('1H92!5
M<`!E<B!096YI;G-U;&\$@;V8@36EC:&EG86XL(&%N9"!T:')E92!A8W1I=F4@
M;W!E;BUP:70@;6EN97,@86YD('!E;&QE="!P;&%N=",@;VX@=&AE("E4:@T*
M5"H-"BA-97-A8FD@4F%N9V4@:6X@36EN;F5S;W1A+B!#34,@86-T<R!O;FQY
M(&EN('1H92!C87!A8VET>2!O9B!M86YA9V5R(&%T(&]N92!O9B!T:&4@365S
M86)I(%A;F=E(&9A8VEL:71I97,N(%1W;R`I5&H-"E0J#0HH<F%I;')O861S
M+"!O;F4@;V8@=VAI8V@0:7,@.3DN-24@;W=N960@8GD@82!S=6)S:61I87)Y
M(&]F("E4:@T*,C,N,3(@+3(N,R!41`T**#(@*51J#0I5`T*96YD<W1R96%M
M#0IE;F108FH-"CST(#`@;V)J#0H\`/T**+U!R;V-3970@6R]01\$8@+U1E>`0@
M70T**+T9O;G0@/#P-"B]@,B`T(#`@4@T**+T8S(#4@,"!2#0HO1C0@-B`P(%(-
M"CX^#0HO17AT1U-T871E(#P#0HO1U,Q(#<@,"!2#0H^/@T*/CX-"F5N9&]B
M:@T*,38@,"!08FH-"CP\#0HO3&5N9W1H(#0V,3D-"CX^#0IS=")E86T-"D)4
M#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,"!G#0HO
M1U,Q(&=S#0HP(%1C#0HP(%1W#0HH("`@("`@("`@("`@("`@("`@*51J#0HP
M("TR+C,@5\$0-"BAT:&4@0V]M<&%N>2P@;&EN:R!T:&4@36%R<75E='1E(%A
M;F=E('I=&@03&%K92!-:6-H:6=A;B!A="!T:&4@;&]A9&EN9R!P;W)T(\$]F
M(\$5S8V%N86)A(&%N9"!W:71H(\$QA:V4@*51J#0HP("TQ+C\$R(%1\$#0HH4W5P
M97)I;W(@870@=&AE(&QO861I;F<@<&]R="!O9B!-87)Q=65T=&4N(\$9R;VT@
M=&AE(\$UE<V%B:2!286YG92P@<&5L;&5T<R!A<F4@=")A;G-P;W)T960@8GD@
M<F%I;""!T;R!S:&EP;&]A9&EN9R`I5&H-"E0J#0HH<]R=",@870@4W5P97)I
M;W(L(%=I<V-O;G-I;B!A;F0@5&%C;VYI=&4@2&@R8F]R+"!-:6YN97-O=&\$N
M(\$%T(\$YO<G1H<VAO<F4L(&-R=61E(&]R92!I<R!S:&EP<&5D(&)Y(')A:6P@
M9G)O;2!T:&4@*51J#0I4*@T**&UI;F4@=&\@<')O8V5S<VEN9R!F86-I;&ET
M:65S(&%T(%-I;'9<E<B!"87DL(\$UI;FYE<V]T82P@86QS;R!T:&4@=7!P97(@
M;&%K97,@<]R="!O9B!S:&EP;65N="X@26X@861D:71I;VXL(&EN(\$-A;F%D
M82P@*51J#0I4*@T**!H97)E(&ES(&%N(&]P96XM<&ET(&UI;F4@86YD(&-O
M;F-E;G1R87!O<B!A="!786)U<V@L(\$QA8G)A9&]R+"!1.97=F;W5N9&QA;F0@
M86YD(&\$@<&5L;&5T('!L86YT(&%N9"!D;V-K(&9A8VEL:71Y("E4:@T*5"H-
M"BAA="!0;VEN=&4@3F]I<F4L(%U96)E8RX@070@5V%B=7-H(\$UI;F5S+"!C
M;VYC96YT<F%T97,@87)E('H:7!P960@8GD@<F%I;""!F<F]M('1H92!38W5L
M;'D@36EN92!A="!786)U<V@=&\@*51J#0I4*@T**!O:6YT92!.;VER92!W
M:&5R92!T:&5Y(&%R92!P96QL971I>F5D(&9O<B!S:&EP;65N="!V:6\$@=F5S
M<V5L('1O(\$-A;F%D82P@86YI=&5D(%-T871E<R!A;F0@175R;W!E(&]R('H
M:7!P960@87,@*51J#0I4*@T**&-O;F-E;G1R871E<R!F;W(@<VEN=&5R(&9E
M960@=&\@175R;W!E+B`I5&H-"C`@+3(N,R!41`T**`@("`@(\$-#24,@&5A
M<V5S(&]R('U8FQE87-E<R!I=",@<F5S97)V97,@=&\@8V5R=&%I;B!M:6YI
M;F<@=F5N='5R97,@=VAI8V@0<&%Y(')O>6%L=&EE<R!T;R!#0TE#(&]N('U
M8V@<F5S97)V97,@*51J#0HP("TQ+C\$R(%1\$#0HH8F%S960@;VX@=&AE('1O
M;FYA9V4@86YD('1H92!I<F]N(&-O;G1E;G0@;V8@:7)O;B!O<F4@<')O9'5C
M960N(%1H92!R;WEA;'1Y(')A=&5S(&]N(&QE87-E9"!O<B!S=6)L96%S960@
M<F5S97)V97,@87)E("E4:@T*5"H-"BAS=6)J96-T('1O('!E<F59@&EC(&%D
M:G5S=&UE;G1S(&)A<V5D(&]N(&-H86YG97,@:6X@=&AE(\$)U<F5A=2!O9B!
M86)O<B!3=&%T:7-T:6-S('!R;V1U8V5R('!R:6-E(&EN9&5X(&9O<B!A;&P@
M*51J#0I4*@T**&-O;6UO9&ET:65S(&]R(&]N(&-E<G1A:6X@:7)O;B!O<F4@
M86YD('T965L('!R:6-E(&EN9&EC97,N(%1H92!M:6YI;F<@=F5N='5R97,L
M(&5X8V5P="!F;W(@3%16(%-T965L(\$UI;FEN9R`I5&H-"E0J#0HH0V]M<&%N
M>2!W:&EC:"!I<R!W:&]L;'DM;W=N960@8GD@3%16(%-T965L(\$-O;7!A;GDL
M(&EN8VQU9&4@87,@<%R=&EC:7!A;G1S(\$-#24,@;W(@0TU#(&%N9"!S=&5E
M;"`I5&H-"B]@&-""Q(%1F#0I4*@T**!R;V1U8V5R<R!<0T*#H;R!A<F4@7#(R
M;W!A<G1I8VEP86YT<UPR,C0@96ET:&5R(&1I<F5C=&QY(&]R('1H<F]U9V@&
M<W5B<VED:6%R:65S7"DN("E4:@T*,"`M,BXS(%1\$#0HH("`@("0T-)0R!A
M;F0@0TU#+"!P=7)S=6%N="!T;R!M86YA9V5M96YT(&%G<F5E;65N=",@=VET
M:"!T:&4@<&%R=&EC:7!A;G1S(&AA=FEN9R!O<&5R871I;F<@:6YT97)E<W1S
M(&EN('1H92`I5&H-"C`@+3\$N,3(@5\$0-"BAM:6YI;F<@=F5N='5R97,L(&UA
M;F%G92!T:&4@;W!E<F%T:6]N(&]F(&ER;VX@;W)E(&UI;F5S(&%N9"!C;VYC
M96YT<F%T:6YG(&%N9"!P96QL971I>FEN9R!P;&%N=",@=&\@<')O9'5C92!I

M<F]N("E4:@T*5"H-"BAO<F4@&5L;&5T<R!F;W(@<W1E96P@<')O9'5C97)S
M+B!#0TE#(&%N9"!#34,@87)E(')E:6UB=7)S960@8GD@=&AE('!A<G1I8VEP
M86YT<R!O9B!T:&4@;6EN:6YG('9E;G1U<F5S(&9O<B`I5&H-"E0J#0HH<W5B
M<W1A;G1I86QL>2!A;&P@97AP96YS97,@:6YC=7)R960@8GD@0T-)OR!A;F0@
MOTU#(&EN(&]P97)A=&EN9R!T:&4@;6EN97,@86YD(&UI;FEN9R!V96YT=7)E
M<RX@26X@861D:71I;VXL("E4:@T*5"H-"BA#0TE#(&%N9"!#34,@87)E('!A
M:60@;6%N86=E;65N="!F965S(&)A<V5D(&]N('1H92!T;VYN86=E(&]F(&ER
M;VX@;W)E('!R;V1U8V5D+B!!('!-U8G-T86YT:6%L('!O<G1I;VX@;V8@<W5C
M:"`I5&H-"E0J#0HH9F5E<R!I<R!S=6)J96-T('!O(&5S8V%L871I;VX@861J
M=7-T;65N=",@:6X@82!M86YN97(@<VEM:6QA<B!T;R!T:&4@<F!Y86QT>2!A
M9&IU<W1M96YT<RX@*51J#0HP("TR+C,@5\$0-"B@@("`@("!7:71H(')E<W!E
M8W0@=&\@=&AE(&%C=&EV92!M:6YE<R!I;B!W:&EC:"!#0TE#(&%N9"!#34,@
M:&%V92!A;B!E<75I="D@:6YT97)E<W0L('!-U8V@:@:6YT97)E<W1S(')A;F=E
M(&9R;VT@*51J#0HP("TQ+C\$R(%1\$#0HH,34E('!O(#OP)2!<*"!-E92!46)E
L M92!O;B!P86=E(#1<*2X@4'5R<W5A;G0@=&\@8V5R=&%I;B!O<&5R871I;F<@
M86=R965M96YT<R!A="!E86-H(&UI;F4L(&5A8V@<@&%R=&EC:7!A;G0@:7,@
M*51J#0I4*@T**&E;F5R86QL>2!O8FQI9V%T960@=&\@=&%K92!I=",@<VAA
M<F4@;V8@<'!O9'5C=&EO;B!F;W(@:71S(&%]W;B!U<V4N(\$-#24,@86YD(\$--
M0UPR,C)S('!-H87)E(&]F('!R;V1U8W1I;VX@:7,@<F5S;VQD('!O("E4:@T*
M5"H-"BAS=&5E;"!M86YU9F%C="5R97)S('!U<G-U86YT('!O(&UU;"!1+7EE
M87(@8V]N=")A8W1S="!U<W5A;&QY('!I=&@<'!I8V4@861J=7-T;65N="!P
M<F]V:7-1;VYS+"!O<B!O;F4M>65A<B`I5&H-"E0J#0HH8V]N=")A8W1S+B!0
M=7)S=6%N="!T;R!O<&5R871I;F<@86=R965M96YT<R!A="!E86-H(&UI;F4L
M(&5A8V@<@&%R=&EC:7!A;G0@:7,@96YT:71L960@=&\@;F]M:6YA=&4@=&AE
M(&%M;W5N="!O9B!I<F]N("E4:@T*5"H-"BAO<F4@=&VAI8V@=&VEL;"!B92!P
M<F]D=6-E9"1F;W(@:71S(&%C8V]U;G0@9F]R('!H870@>65A<BX@1'5R:6YG
M('1H92!Y96%R+"!S=6-H(&YO;6EN871I;VX@9V5N97)A;&QY(&UA>2!B92`I
M5&H-"E0J#0HH:6YC<F5A<V5D(%PH<W5B:F5C="!T;R!C87!A8VET>2!A=F%I
M;&%B:6QI="E<*2!O<B!D96-R96%S960@7"AS=6)J96-T('!O(&-E<G1A:6X@
M;6EN:6UU;2!P<F]D=6-T:6]N(&QE=F5L<UPI(&)Y(&\$@*51J#0I4*@T**'-P
M96-I9FEE9"!A;6]U;G0N(\$1U<FEN9R`Q.3DY+"!T:&4@3F]R=&@06UE<FEC
M86X@;6EN97,@<'!O9'5C960@,S8N,B!M:6QL:6]N('!O;G,@;V8@:7)O;B!O
M<F4@8V]M<&%R960@=&\@*51J#0I4*@T**#OP+C,@;6EL;&EO;B!T;VYS(&EN
M(#\$Y.3@@;V8@=&VAI8V@=&AE(\$-O;7!A;GE<C(R<R!S:&%R92!W87,@."XX
M(&UI;&QI;VX@=&]N<R!V97)S=7,@,3\$N-"!M:6QL:6]N('!O;G,@:6X@,3DY
M."X@5&AE("E4:@T*5"H-"BAD96-R96%S92!W87,@;6%I;FQY(&1U92!T;R!P
M<F]D=6-T:6]N(&-U<G1A:6QM96YT<R!W:&EC:"!W97)E('!5N9&5R=&%K96X@
M=&\@<F5D=6-E(&EN=F5N=&]R>2!L979E;'@,8F5C875S92!O9B`I5&H-"E0J
M#0HH;&]W97(@0V]M<&%N>2!S86QE<R!V;VQU;64N(%1H92!#;VUP86YY(&%N
M9"!I=",@<W1E96P@8V]M<&%N>2!P87)T:6-I<&%N=",@:&%V92!E;&5C=&5D
M('!O(&)E9VEN('EE87(@,C`P,"`I5&H-"E0J#0HH;W!E<F%T:6YG('1H92!M
M:6YE<R!A="!C87!A8VET>2!L979E;'@,N("E4:@T*,"`M,BXS(%1\$#0HH("`@
M("`@0VQI9F9S(\$UI;FYE<V]T82!-:6YE<F%L<R!#;VUP86YY+"!A('!-U8G-I
M9&EA<GD@;V8@=&AE(\$-O;7!A;GDL(&]W;G,@86X@:7)O;B!O<F4@;W!E<F%T
M:6]N(%PH3F]R=&AS:&]R95PI(&%N9)"I5&H-"C`@+3\$N,3(@5\$0-"BAP;W=E
M<B!P;P;&%N="!<*%&-I;'9E<B!"87D@4&]W97(@0V]M<&%N>2!<*%PR,C-3:6QV
M97(@0F%Y(!O=V5R7#(R-%PI7"D@:6X@36EN;F5S;W1A('!I=&@&-"XS(&UI
M;&QI;VX@86YN=6%L('!O;G,@;V8@86-T:79E("E4:@T*5"H-"BAC87!A8VET
M>2!F;W(@<'!O9'5C=&EO;B!O9B!S=&%N9&%R9"!A;F0@9FQU>"!P96QL971S
M(%PH97U:79A;&5N="!T;R`T+C@@;6EL;&EO;B!T;VYS(&]F('!-T86YD87)D
M('!E;&QE="!C87!A8VET>5PI+"`I5&H-"E0J#0HH<W5P<&]R=&5D(&)Y(&\$@
M,3\$U(&UE9V%W871T('!O=V5R(&E;F5R871I;VX@<@QA;GOL(&%N9"!A;B!E
M<W1I;6%T960@,2XQ(&)I;&QI;VX@=&]N<R!O9B!M86=N971I=&4@8W)U9&4@
M:7)O;B!O<F4@*51J#0I4*@T**')E<V5R=F5S(%PH87!P<F]X:6UA=&5L>2`S
M-3\$@;6EL;&EO;B!T;VYS(&]F(&5Q=6EV86QE;G0@<W1A;F1A<F0@:7)O;B!O
M<F4@<&5L;&5T<UPI(&QE87-E9"!M86EN;'D@9G)O;2!T:&4@365S86)I("E4
M:@T*5"H-"BA4<G5S="X@4')O9'5C=&EO;B!I;B`Q.3DY('!A<R`S+CDE;6EL
M;&EO;B!T;VYS(&]F('!-T86YD87)D(&%N9"!F;'5X('!E;&QE="N("E4:@T*
M,C,N,3(@+3(N,R!41`T**#,@*51J#0I%5`T*96YD<W1R96%M#0IE;F108FH-
M"C\$W(#`@;V]J#0H/\`T*+U!R;V-3970@6R]01\$8@+U1E>`0@70T*+T9O;G0@
M/#P-"B]@&B`T(#`@4@T*+T8T(#8@,"!2#0H^/@T*+T5X=&3=&%T92`\/`T*
M+T=3,2`W(#`@4@T*/CX-"CX`#0IE;F108FH-"C\$Y(#`@;V]J#0H/\`T*+TQE
M;F=T:"`W-3,S#0H^/@T*+T8T(#8@,"!2#0H^/@T*+T5X=&3=&%T92`\/`T*
M,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT*
M*"`@("`@("`@("`@("E4:@T*,"`M,BXS(%1\$#0HH("`@("`@3VX@
M4V5P=&5M8F5R(#`Y+"`Q.3DX+"!8VUE(\$UE=&%L<R!);F-O<G!O<F%T960@
M86YD(&ET<R!W:&]L;'DM;W=N960@<W5B<VED:6%R>2!8VUE(%-T965L(\$-O
M;7!A;GD@*51J#0H01C0@,2!49@T*,"`M,2XQ,B!41`T**%PH7#(R,T%C;65<
M,C(T7"D@<&5T:71I;VYE9"!F;W(@<'!O=&5C=&EO;B!U;F1E<B!#:&%P=&5R
M(#\$Q(&]F('1H92!5+;E,N(\$)A;FMR=7!T8WD@0V]D92X@06-M92!I<R!A('!A
M<G1N97(@:6X@=&AE("E4:@T*5"H-"BA#;VUP86YY7#(R,G,@;6%N86=E9"!7
M86)U<V@<36EN97,@86YD('1H92!#;VUP86YY(&AA<R!A(&UU;"!1+7EE87(@
M<&5L;&5T('!-A;&5S(&-O;G1R86-T('!O('!-U<'!L>2!8VUE(&ER;VX@*51J
M#0I4*@T**&]R92!P96QL971S+B!!="!T:&4@=&EM92!O9B!T:&4@8F%N:W)U
M<'!C>2!F:6QI;F<L('1H92!#;VUP86YY(&AA9"!A(')E8V5I=F%B;&4@9G)O
M;2!8VUE(&]F("OQ+C(@;6EL;&EO;BP@=&VAI8V@<@*51J#0I4*@T**&AA<R!B
M965N(&9U;&QY('!R;W9I9&5D(&9O<B!I;B!T:&4@86QL;W=A;F-E(&9O<B!D
M;W5B=&9U;"!A8V-O=6YT<RX@4VEN8V4@06-M95PR,C)S(\$A);FMR=7!T8WD@
M9FEL:6YG+"!8VUE(&AA<R`I5&H-"E0J#0HH8V]N=&EN=65D(&ET<R!O;F=O
M:6YG(\$-O;6UE<F-I86P@<F5L871I;VYS;&EP('!I=&@<5V%B=7-H(\$UI;F5S
M(&%N9"!T:&4@0V]M<&%N>2X@4&5L;&5T('!-A;&5S(\$)Y('1H92!#;VUP86YY
M("E4:@T*5"H-"BAT;R!8VUE(&EN(#\$Y.3D@<F5P<F5S96YT960@;&5S<R!T
M:&%N(#@E(&]F('1H92!#;VUP86YY7#(R,G,@=&]T86P@<V%L97,@=F]L=6UE
M+B`I5&H-"C`@+3(N,R!41`T**"`@("`@(\$90;&QO=VEN9R!I<R!A('!A8FQE
M(&]F('!R;V1U8W1I;VXL(&-U<G)E;G0@9&5F:6YE9"!C87!A8VET>2P@86YD

M(&EM<&QI960&97AH875S=&EO;B!D871E<R!F;W(@=&AE(&ER;VX@;W)E(&UI
M;F5S("E4:@T*,"M,2XQ,B!41`T**&-U<G)E;G1L>2!M86YA9V5D(&]R(&]W
M;F5D(&)Y(\$=#24,L(\$--OR!A;F0@3F]R=&AS:&]R92X@5&AE(&5X:&%U<W1I
M;VX@9&%T97,@87)E(&)A<V5D(&]N(&5S=&EM871E9"!M:6YE<F%L("E4:@T*
M5"H-"BAR97-E<G9E<R!A;F0@9G5L;"!P<F]D=6-T:6]N(')A=&5S+!"!W:&EC
M:"!C;W5L9"!B92!A9F9E8W1E9"PE@86UO;F<@;W1H97(=@&AI;F=S+!"!B>2!F
M=71U<F4@:6YD=7-T<GD@8V]N9&ET:6]N<RP@*51J#0I4*@T**&=E;VQO9VEC
M86P@8V]N9&ET:6]N<RP@86YD(&]N9V]I;F<@;6EN92!P;&%N;FEN9RX@36&I
M;G1E;F%N8V4@;V8@96F96-T:79E('!R;V1U8W1I;VX@8V%P86-I='D@;W(@
M:6UP;&EE9"!I5&H-"E0J#0HH97AH875S=&EO;B!D871E<R!C;W5L9"!R97&U
M:7)E(&EN8W)E87-E<R!I;B!C87!I=&%L(&%N9"!D979E;&]P;65N="!E>'!E
M;F1I='5R97,N(\$%L=&5R;F%T:79E;'DL(&-H86YG97,@:6X@*51J#0I4*@T*
M*&5C;VYO;6E(&-O;F1I=&EO;G,@;W(@=&AE(&5X<&5C=&5D('!%U86QI='D@
M;V8@;W)E(')E<V5R=F5S(&-O=6QD(&1E8W)E87-E(&-A<&%C:7!Y(&]R(&%C
M8V5L97)A=&4@97AH875S=&EO;B!D871E<RX@*51J#0I4*@T**%1E8VAN;VQO
M9VEC86P@<'!O9W)E<W,@8V]U;&0@86QL979I871E('!-U8V@9F%C=&]R<R!O
M<B!I;F-R96%\$92!C87!A8VET>2!O<B!M:6YE(&QI9F4N("E4:@T*5"H-"C`N
M,#\$@5&,-"ELH("DM-3`P**`I+34P,"@*2TU,#`H("DM<C<T,"@*2TQ<C`H
M("DM,3\$P,"@*2TT,S`P**`I+3\$U.#`H("DM,3@P**`I+3\$T.#`H("DM,C`V
M,"@*2TQ<#@P**`I+3\$X,"@("DM,C`V,"@("DM,C`V,"@("DM,C`V,"@("DM,C`V
M-C`H("DM,C`V,"@*2TW,C`H("I+3\$S-#`H("DM,3OR,"@*2TQ,S0P
M**`@*2TQ,#@P**`I+3\$T,C`H("E=5\$H-"B]@,R`Q(%1F#0HQ,"XP-SD@,"`P
M(#\$P+C`W.2`R-3\$N,#\$@-S\$X+C8U(%1M#0HP(%1C#0I;*\$-O;7!A;GDG<RDM
M-3\$Q,BXT*\$-U<G)E;G0!751*#0HP+C8T,CD@+3\$N,C,X,B!41`T*6RA#=#)R
M96YT*2TS.#@R+CDH4&5L;&5T(!R;V1U8W1I;VXI+3(S-S\$N,RA#=#)R96YT
M*2TQ,S@R+C<H3W!E<F%T:6YG*2TQ.38Y+C\$H26UP;&EE9"E=5\$H-"BTP+C0U
M,C0@+3\$N,C,X,B!41`T**\$]P97)A=&EN9RE4:@T*150-"C`N-2!'!0HP(\$H@
M,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@#0HT,C,N-3<@-CDS+C0U(&T-
M"C,Q-2XS,R`V.3,N-#4@;`T*,S\$U+C,S(#8Y,RXT-2!M#0HS,34N,S,@-CDR
M+CDW(&P-"E,-"C`@1PT*,S\$U+C,S(#8Y,BXY-R!M#0HT,C,N-3<@-CDR+CDW
M(&P-"COR,RXU-R`V.3(N.3<@;0T*-#(S+C4W(#8Y,RXT-2!L#0I3#0I"5`T*
M,3`N,#<Y(#`@,"`Q,"XP-SD@-#R+C0U(#8Y,RXV.2!4;0T*6RA!;FYU86PI
M+3@X,"XS*\$-O;G1I;G5O=7-L>2DM-3,Y*\$5X:&%U<W1I;VXI751*#0HM,SDN
M,#4Q,R`M,2XR,S@R(%1\$#0I;*\$YA;64@86YD(\$Q08V%T:6]N*2TS.#4Q*%1Y
M<&4@;V8@3W)E*2TT,S@S*\$EN=&5R97-T*2TS,#`R+C(H,3DY-RDM,38Y,2@Q
M.3DX*2TQ<CDQ*#\$Y.3DI+3\$Q.3`N.2A#87!A8VET>2DM,C(X-BXY*%-I;F-E
M*2TS,#<Y+C@H1&%T95PH,5PI*5U42@T*150-"C`N-2!'!#0HQ,S8N-S<@-C<V
M+C@Y(&T-"C(U+C8U(#8W-BXX.2!L#0HR-2XV-2`V-S8N.#D@;0T*,C4N-C4@
M-C<V+C0Q(&P-"E,-"C`@1PT*,C4N-C4@-C<V+C0Q(&T-"C\$S-BXW-R`V-S8N
M-#\$@;`T*,3,V+C<W(#8W-BXT,2!M#0HQ,S8N-S<@-C<V+C@Y(&P-"E,-"C`N
M-2!'!#0HR,S0N.3,@-C<V+C@Y(&T-"C\$T,BXP-2`V-S8N.#D@;`T*,3OR+C`U
M(#8W-BXX.2!M#0HQ-#(N,#4@-C<V+C0Q(&P-"E,-"C`@1PT*,3OR+C`U(#8W
M-BXT,2!M#0HR,S0N.3,@-C<V+C0Q(&P-"C(S-"XY,R`V-S8N-#\$@;0T*,C,T
M+CDS(#8W-BXX.2!L#0I3#0HP+C4@1PT*,S`Y+C@Q(#8W-BXX.2!M#0HR-#`N
M-#4@-C<V+C@Y(&P-"C(T,"XT-2`V-S8N.#D@;0T*,COP+C0U(#8W-BXT,2!L
M#0I3#0HP(\$<-"C(T,"XT-2`V-S8N-#\$@;0T*,S`Y+C@Q(#8W-BXT,2!L#0HS
M,#DN.#\$@-C<V+C0Q(&T-"C,P.2XX,2`V-S8N.#D@;`T*4PT*,"XU(\$<-"C,T
M.2XQ-R`V-S8N.#D@;0T*,S\$U+C,S(#8W-BXX.2!L#0HS,34N,S,@-C<V+C@Y
M(&T-"C,Q-2XS,R`V-S8N-#\$@;`T*4PT*,"!#0HS,34N,S,@-C<V+C0Q(&T-
M"C,T.2XQ-R`V-S8N-#\$@;`T*,S0Y+C\$W(#8W-BXT,2!M#0HS-#DN,3<@-C<V
M+C@Y(&P-"E,-"C`N-2!'!#0HS.#8N,S<@-C<V+C@Y(&T-"C,U,BXU,R`V-S8N
M.#D@;`T*,S4R+C4S(#8W-BXX.2!M#0HS-3(N-3,@-C<V+C0Q(&P-"E,-"C`@
M1PT*,S4R+C4S(#8W-BXT,2!M#0HS.#8N,S<@-C<V+C0Q(&P-"C,X-BXS-R`V
M-S8N-#\$@;0T*,S@V+C,W(#8W-BXX.2!L#0I3#0HP+C4@1PT*-#(S+C4W(#8W
M-BXX.2!M#0HS.#DN-S,@-C<V+C@Y(&P-"C,X.2XW,R`V-S8N.#D@;0T*,S@Y
M+C<S(#8W-BXT,2!L#0I3#0HP(\$<-"C,X.2XW,R`V-S8N-#\$@;0T*-#(S+C4W
M(#8W-BXT,2!L#0HT,C,N-3<@-C<V+C0Q(&T-"COR,RXU-R`V-S8N.#D@;`T*
M4PT*,"XU(\$<-"COV.2XT,2`V-S8N.#D@;0T*-#(V+CDS(#8W-BXX.2!L#0HT
M,C8N.3,@-C<V+C@Y(&T-"COR-BXY,R`V-S8N-#\$@;`T*4PT*,"!#0HT,C8N
M.3,@-C<V+C0Q(&T-"COV.2XT,2`V-S8N-#\$@;`T*-#8Y+C0Q(#8W-BXT,2!M
M#0HT-CDN-#\$@-C<V+C@Y(&P-"E,-"C`N-2!'!#0HU,S\$N,#D@-C<V+C@Y(&T-
M"COW,BXW-R`V-S8N.#D@;`T*-#<R+C<W(#8W-BXX.2!M#0HT-S(N-S<@-C<V
M+C0Q(&P-"E,-"C`@1PT*-#<R+C<W(#8W-BXT,2!M#0HU,S\$N,#D@-C<V+C0Q
M(&P-"C4S,2XP.2`V-S8N-#\$@;0T*-3,Q+C`Y(#8W-BXX.2!L#0I3#0HP+C4@
M1PT*-3@V+C4S(#8W-BXX.2!M#0HU,S0N-#4@-C<V+C@Y(&P-"C4S-"XT-2`V
M-S8N.#D@;0T*-3,T+C0U(#8W-BXT,2!L#0I3#0HP(\$<-"C4S-"XT-2`V-S8N
M-#\$@;0T*-3@V+C4S(#8W-BXT,2!L#0HU.#8N-3,@-C<V+C0Q(&T-"C4X-BXU
M,R`V-S8N.#D@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#,Q.2XV-2`V
M-C0N-C4@5T-"BA<*%10;G,@:6X@5&AO=7-A;F1S7"E<*#)<*2E4:@T*150-
M"C`N-2!'!#0HT,C,N-3<@-C8P+C,S(&T-"C,Q-2XS,R`V-C`N,S,@;`T*,S\$U
M+C,S(#8V,"XS,R!M#0HS,34N,S,@-C4Y+C@U(&P-"E,-"C`@1PT*,S\$U+C,S
M(#8U.2XX-2!M#0HT,C,N-3<@-C4Y+C@U(&P-"COR,RXU-R`V-3DN.#4@;0T*
M-#(S+C4W(#8V,"XS,R!M#0I3#0I"5`T*+T8R(\$@5&8-"C\$P+C`W.2`P(#`@
M,3`N,#<Y(#(U+C8U(#8T."XX,2!4;0T**\$UI;FEN9R!696YT=7)E<RE4:@T*
M,"XY,#0Y("TQ+C(Q-#0@5\$0-"BA-:6-H:6=A;BE4:@T*,"XY,#0X("TQ+C(Q
M-#0@5\$0-"BA-87)Q=65T=&4@4F%N9V4I5&H-"B]@&-`Q(%1F#0I4*@T**\$PR
M,C4@16UP:7)E(\$ER;VX@36EN:6YG*51J#0HP+CDP-#@+3\$N,C\$T-"!41`T*
M6RA087)T;F5R<VAI<"!<*#-<*2DM-#0X,BXY*\$UA9VYE=&ET92DM-C8V,"XV
M*#(R+C4V*2TQ,BXS*`4I+3(U-S(N,2@X+#,U,RDM,30T,2@X+#\$Q-"DM,30T
M,2@W+#\$P,BDM,30T,2@X+#`P,"DM,S,Y,RXV*#\$Y-C,I+3,X,3`N,B@R,#\$Y
M*5U42@T*+3`N.3`T."`M,2XR,30T(%1\$#0I;*\$PR,C4@5&EL9&5N(\$UI;FEN
M9RDM-#DU,BXX*\$AE;6%T:71E(&%N9"E=5\$H-"C`N.3`T."`M,2XR,30T(%1\$
M#0I;*\$-O;7!A;GD@3`Y#+EPH,UPI*2TS,S<Q*\$UA9VYE=&ET92DM-C8V,"XV
M*#0P+C`P*2TQ,BXS*`4I+3(U-S(N,2@V+#`Q-BDM,30T,2@V+#@Y,2DM,30T
M,2@V+#\$V,RDM,30T,2@W+#@P,"DM,3(N,RA<*#1<*2DM,C(Q-2XT*\$Y-S0I

M;2!H875L:6YG (&ER;VX0;W)E (&N9"!P96QL971S (&N9"!O=&AE<B!S97)V
M:6-E<R!I;B!C;VYN96-T:6]N ('=I=&@@;6EN:6YG (&]P97)A=&EO;G,@*51J
M#0I4*~T**&UA;F%G960@8GD@0T-)ORX@5&AE (')A:6QR;V%D7#(R,G,@<F%T
M97,@87)E ('-U8F1E8W0@=&\@<F5G=6QA=&EO;B!B>2!T:&4@4W5R9F%C92!4
M<F%N<W!O<G1A=&EO;B!";V%R9"!O9B!T:&4@*51J#0I4*~T**\$1E<&R=&UE
M;G0@;V8@5!)A;G-P;W!T871I;VXN ("E4:@T*+T8S (#S@5&8-"C\$Y+C8R ("TR
M+C,V (%1\$#0HH1F5R<F]U<R!-971A; &QI8W,I5&H-"B] &- "`Q (%1F#0HM,3DN
M-C (@+3 (N,S0@5\$0-"B@ (@ ("`@ ("!#; &EF9G,@86YD (\$%S<V]C:6%T97,@3&EM
M:71E9"P@82!J;VEN="!V96YT=7)E (&EN (%1R:6YI9&D (&N9"!4;V)A9V\L
M (&AA<R!C;VUP; &5T960@8V]N<W1R=6-T:6]N (&]F (&S@9F%C:6QI="D@*51J
M#0HP ("TQ+C\$R (%1\$#0HH=&\@<')O9'5C92!P<F5M:75M ('%U86QI="D@: &]T
M+6)R:7%U971T960@:7)O;B!<*%PR,C- (ODE<,C (T7"D@=&\@8F4@;6%R:V5T
M960@=&\@=&AE ('-T965L (&EN9'5S=')Y+B!4:&4@=F5N='5R95PR,C)S ("E4
M:@T*5"H-"BAP87)T:6-I<&N="',L ('1H<F]U9V@&@<W5B<VED:6%R:65S+"!I
M;F-L=61E ('1H92!#;VUP86YY+"`T-BXU ('!E<F-E;G0 [(%1H92!,5%8@0V]R
M< &]R871I;VXL (#0V+C4@&<5R8V5N=#L@86YD ("E4:@T*5"H-"BA,=7)G:2!!
M1R!O9B! '97)M86YY+"`W+C@&<5R8V5N="P@=VET:"!T:&4@0V]M<&N>2!A
M8W1I;F<@87,@;6%N86=E<B!A;F0@<V%L97,@86=E;GON (%!R;VIE8W0@8V%P
M:71A;"`I5&H-"E0J#0HH97AP96YD:71U<F5S ('1H<F]U9V@&@1&5C96UB97 (@
M,S\$S (#\$Y.3D@=V5R92'D,38U+C (@;6EL;&EO;B!<*S-O;7!A;GD@<VAA<F4@
M7# (R-R'D-S8N."!M:6QL:6]N7"DN (\$YO ('!R;VIE8W0@*51J#0I4*~T**&9I
M;F%N8VEN9R!H87,@8F5E;B!U<V5D (&1U<FEN9R!C;VYS=')U8W1I;VXN (%9T
M (&1E<VEG;BP@=&AE (&9A8VEL:71Y (&ES (&5X<&5C=&5D ('!O ('!R;V1U8V4@
M-3`P+#`P,"!M971R:6,@=&]N<R`I5&H-"E0J#0HH86YN=6%L;'DN (%1H92! (
MODD@9F%C:6QI="D@: &S ('!R;V1U8V5D ('-U9F9I8VEE;G0<F5D=6-E9"!I
M<F]N ('!O (&1E;6]N<W1R871E ('1H870@=&AE (\$-I<F-O<F5D7# (U-B!P<F<C
M97-S ("E4:@T*5"H-"BAT96-H;F]L;V=Y ('=I; &P@>6EE; &0@82!P<F]D=6-T
M ('1H870@;65E=',@=&AE ('%U86QI="D@<W!E8VEF:6-A=&EO;G,@=&AA="!W
M97)E (&5X<&5C=&5D+"!I;F-L=61I;F<@: &EG:"!M971A; &EZ871I;VX@*51J
M#0I4*~T**')A=&5S+B!3=7-T86EN960@; &5V96QS (&]F (&)R:7%U971T92!P
M<F]D=6-T:6]N (&AA=F4@;F]T ('EE="!B965N (&C: &EE=F5D (&1U92!T;R!A
M;B!E>'1E;F1E9"!S=&R="UU"!C=7)V92P@=VAI8V@*51J#0I4*~T**&AA
M<R!D96QA>65D ('1H92!I;G1R;V1U8W1I;VX@;V8@0TE20T%,7#(S,2!B<FEQ
M=65T=&5S (&EN=&\@=&AE (&UA<FME="X@5&AE (\$-O;7!A;GD@<F5M86EN<R!C
M;VYF:61E;G0@:6X@=&AE ("E4:@T*5"H-"BAE=F5N='5A;"!S=6-C97-S (&]F
M ('1H92!F86-I; &ET>2X@*51J#0HP ("TR+C,@5\$0-"B@ (@ ("!4:&4@0V]M
M<&N>2!I<R!I;G9E<W1I9V%T:6YG (&D9&ET:6]N86P@:6YV97-T;65N="!O
M<!O<G1U;FET:65S (&EN ('1H92!F97)R;W5S (&UE=&L; &EC<R!B=7-I;F5S
M<R!T: &T (&-O=6QD (&E ("E4:@T*, "`M,2XQ,B!41`T**&1E=F5L;W!E9"P@
M:6YC;'5D:6YG ('-T<F%T96=I8R!A; &QI86YC97,@;W (@:F]I;G0@=F5N='5R
M97,N (%1H92!#;VUP86YY (&ES ('-T=61Y:6YG ('1H92!F96%S:6)I; &ET>2!O
M9B!A;B!I;G9E<W1M96YT ("E4:@T*5"H-"BAI;B!A ('!L86YT (&T ('1H92!#
M;VUP86YY7#(R,G,@3F]R=&AS;&]R92!-:6YE ('1H870@=V]U; &0@<')O9'5C
M92!<,C (S<&EG (&ER;VY<,C (T (&9R;VT@3F]R=&@06UE<FEC86X@:7)O;B!O
M<F4@=VET:"`I5&H-"E0J#0HH8V]A;"!A<R!T:&4@<F5D=6-T86YT+B!-87)K
M971S (&90<B!T:&4@<')O9'5C="!W;W5L9"!B92!P<FEM87)I;'D@96QE8W1R
M:6,@9G5R;F%C97,@86YD (&9O=6YD<FEE<RX@*51J#0HO1C,@,2!49@T*,3 (N
M.3@&+3 (N,S8@5\$0-"BA#4D5\$250@04=2145-14Y4 (\$%.1"!314Y)3U (@3D]4
M15,I5&H-"B] &- "`Q (%1F#0HM,3 (N.3@&+3 (N,S0@5\$0-"B@ (@ ("!);B`Q
M.3DU+"!T:&4@0V]M<&N>2!E;G1E<F5D (&EN=&\@82!#<F5D:70@06=R965M
M96YT ('=I=&@0VAE;6EC86P@0F%N:R!<* &YO=R!#: &S92!-86YH871T86X@
M0F%N:UPI+"!A<R`I5&H-"C`@+3\$N,3 (@5\$0-"BA!9V5N="!F;W (@82!S:7@M
M8F%N:R!L96YD:6YG (&R;W5P+"!P=7)S=6%N="!T;R!W:&EC:"!T:&4@0V]M
M<&N>2!M87D@8F]R<F]W ('5P ('!O ("OQ,#`@;6EL;&EO;B!A<R!R9790;'9I
M;F<@*51J#0I4*~T**&QO86YS+B!4:&4@0W)E9&ET (\$%G<F5E;65N="!W87,@
M86UE;F1E9"!A="!V87)I;W5S ('!I;65S ('!O (')E9'5C92!I;G1E<F5S="!R
M871E<R!A;F0@9F5E<R!A;F0@97AT96YD ('1H92`I5&H-"E0J#0HH97AP:7)A
M=&EO;B!D871E (&-U<G)E;G1L>2!T;R!-87D@,S\$S (# (P,#,N (\$EN=&5R97-T
M (&]N (&)O<G)O=VEN9W,@=VEL;"!B92!B87-E9"!O;B!V87)I;W5S (&EN=&5R
M97-T (')A=&5S (&S (&1E9FEN960@*51J#0I4*~T**&EN ('1H92!#<F5D:70@
M06=R965M96YT (&N9"!A<R!S96QE8W1E9"!B>2!T:&4@0V]M<&N>2!P=7)S
M=6%N="!T;R!T:&4@=&5R;7,@;V8@=&AE (\$-R961I="!9W)E96UE;GON (%1H
M97)E ('=E<F4@*51J#0I4*~T**&YO (&)O<G)O=VEN9W,@=6YD97 (@=&AE (')E
M=F]L=FEN9R!C<F5D:70@9F%C:6QI="DN ("E4:@T*, "`M,BXS (%1\$#0HH ("`@
M ("`@26X@,3DY-2P@=&AE (\$-O;7!A;GD@<QA8V5D ('!R:79A=&5L>2!W:71H
M (&\$@9W)O=7`@;V8@:6YS=&ET=71I;VYA;"!L96YD97)S ("OW,"!M:6QL:6]N
M (#<E (%-E;FEO<B!.;W1E<RP@9'5E ("E4:@T*, "`M,2XQ,B!41`T**\$1E8V5M
M8F5R (#\$U+"`R,#`U+B`I5&H-"B] &,R`Q (%1F#0HQ.2XW,B`M,BXS-B!41`T*
M*\$-/35!%5\$E424).*51J#0HO1C0@,2!49@T*+3\$Y+C<R ("TR+C,T (%1\$#0HH
M ("`@ ("`@5&AE (&ER;VX@;W)E (&UI;F5S+"!W:&EC:"!T:&4@0V]M<&N>5PR
M,C)S ('-U8G-I9&EA<FEE<R!O<&5R871E (&EN (\$YO<G1H (\$%M97)I8V\$@86YD
M (\$-A;F%D82P@<')O9'5C92!V87)I;W5S ("E4:@T*, "`M,2XQ,B!41`T**&=R
M861E<R!O9B!I<F]N (&]R92!W:&EC:"!A<F4@;6%R:V5T960@:6X@=&AE (%5N
M:71E9"!3=&T97,L (\$-A;F%D82P@86YD (\$5U<F]P92X@26X@3F]R=&@06UE
M<FEC82P@=&AE (\$-O;7!A;GD@:7,@*51J#0I4*~T**&EN (&-O;7!E=&ET:6]N
M ('=I=&@&<V5V97)A;"!I<F]N (&]R92!P<F]D=6-E<G,L (&EN8VQU9&EN9R!)
M<F]N (\$]R92!#;VUP86YY (&]F (\$-A;F%D82P@475E8F5C (\$-A<G1I97 (@36EN
M:6YG ("E4:@T*5"H-"BA#;VUP86YY+"!A;F0@179T86,@36EN:6YG (\$-O;7!A
M;GDL (&S ('=E; &P@87,@;W1H97 (@<W1E96P@8V]M<&N:65S ('=H:6-H (&]W
M;B!I;G1E<F5S=',@:6X@:7)O;B!O<F4@;6EN97,@*51J#0I4*~T**&N9"!O
M<B!H879E (&5X8V5S<R!I<F]N (&]R92!P=7)C:&S92!C;VUM:71M96YT<RX@
M4VEG;FEF:6-A;G0@86UO=6YT<R!O9B!I<F]N (&]R92!H879E+"!S:6C92!T
M:&4@96%R;'D@,3DX,'L ("E4:@T*5"H-"BAB965N ('-H:7!P960@=&\@=&AE
M (%5N:71E9"`I5&H-"C (S+C\$R ("TR+C,@5\$0-"B@V ("E4:@T*150-"F5N9'-T
M<F5A;O T*96YD;V)J#0HR-B`P (&]B:@T*/#P-"B]O<F]C4V5T (%LO4\$1& ("]4

M97AT(%T-"Bj;&VYT(#P#0HO1C(@-"`P(%(-"Bj&,R`U(#`@4@T*+T8T(#8@
M,"!2#OH^/@T*+T5X=\$3=&%T92`\/`T*+T=3,2`W(#`@4@T*/CX-"CX"#0IE
M;F108FH-"C(X(#`@;V)J#0H\`/T*+TQE;F=T:"`T-C,P#0H^/@T*+W1R96%M
M#0I"5 T*+T8R(#S@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@
M9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**"@("`@("`@("`@("`@("`@("`@("E4
M:@T*,"`M,BXS(%1\$#0HH4W1A=&5S(&9R;VT@5F5N97IU96QA(&%N9"!<F%Z
M:6P@:6X@8V]M<&5T:71I;VX@=VET:"!I<F]N(&]R92!P<F]D=6-E9"!B>2!T
M:&4@0V]M<&%N>2X@26X@,3DY.2P@=&AE(\$-O;7!A;GD@*51J#0HP("TQ+C\$R
M(%1\$#0HH97AP97)I96YC960@:6YC<F5A<V5D(&-O;7!E=&ET:6]N(&9R;VT@
M4V]U=&%06UE<FEC86X@:7)O;B!O<F5S+B`I5&H-"C`@+3(N,R!41`T**"@
M("`@(\$]T:&5R(&-O;7!E=&ET:79E(&9O<F-E<R!H879E(&5F9F5C=&EV96QY
M(&)E8V]M92!L87)G92!F86-T;W)S(&EN('!H92!I<F]N(&]R92!B=7-I;F5S
M<RX@5VET:"!R97-P96-T('!O(&\$@*51J#0HO1C0@,2!49@T*,"`M,2XQ,B!4
M1`T**"-I9VYI9FEC86YT('!O<G1I;VX@;V8@<W1E96QM86MI;F<@:6X@3F]R
M=&@06UE<FEC82P@96QE8W1R:6,@9G5R;F%C97,@8G5I;'008GD@7#(R,VUI
M;FEM:6QL<UPR,C0@:&%V92!R97!L86-E9"!T:&4@=7-E(&]F("E4:@T*5"H-
M"BAI<F]N(&]R92!P96QL971S('=I=&@<V-R87`@;65T86P@:6X@=&AE('`T
M965L;6%K:6YG('!R;V-E<W,N(\$EM<]R=&5D('`T965L('`L86)S(&%L<V@
M<F5P;&%C92!T:&4@=7-E(&]F(&ER;VX@;W)E("E4:@T*5"H-"BAP96QL971S
M(&EN('!R;V1U8VEN9R!F:6YI<VAE9"!S=&5E;"!P<F]D=6-T<RX@26UP;W)T
M960@<W1E96P@<')O9'5C960@9G)O;2!I<F]N(&]R92!S=7!P;&EE9"!B>2!I
M;G1E<FYA=&EO;F%L("E4:@T*5"H-"BAC;VUP971I=&]R<R!A;"`O(&5F9F5C
M=&EV96QY(&-O;7!E=&5S('=I=&@=&AE(\$-O;7!A;GE<,C(R<R!I<F]N(&]R
M92!P96QL971S+B!);B`Q.3DY+!"!I;7!O<G1E9"!S=&5E;"P@86YD('!A<G1I
M8W5L87)L>2`I5&H-"E0J#0HH:6UP;W)T960@<VQA8G,L(&AA9"!A('`I9VYI
M9FEC86YT(&EM<%C="!O;B!S=&5E;&UA:VEN9R!I;B!T:&4@56YI=&5D(&%-T
M871E<RP@=VAI8V@@:&%S(&%D=F5R<V5L>2!A9F9E8W1E9"!T:&4@*51J#0I4
M*@T**&1E;6%N9"!F;W(@:7)O;B!O<F4@<65L;&5T<RX@*51J#0HP("TR+C,
@M5\$0-"B@@"`@("!"4:&4@2\$))(&9R;VT@=&AE(\$-L:69F<R!A;F0@07-S;V-I
M871E<R!;:6UI=&5D(&IO:6YT('9E;G1U<F4@:6X@5)I;FED860@:6X@=VAI
M8V@@=&AE(\$-O;7!A;GD@:&%S(&%N(&EN=&5R97-T+"`I5&H-"C`@+3\$N,3(@
M5\$0-"BAI<R!I;B!C;VUP971I=&EO;B!W:71H(&]T:&5R(&1I<F5C="!R961U
M8V5D(&ER;VX@<')O9'5C=',@7"AP<F]D=6-E9"!B;W1H(&LO;65S=&EC86QL
M>2!A;F0@:6YT97)N871I;VYA;&QY7"DL(&]T:&5R("E4:@T*5"H-"BAS8W)A
M<"!S=6)S=&ET=71E<RP@<')E;6EU;2!G<F%D92!S8W)A<"!A;F0@<6EG(&ER
M;VXN("E4:@T*,"`M,BXS(%1\$#0HH("`@("`@0V]M<&5T:71I;VX@86UO;F<@
M=&AE('`E;&QE<G,@;V8@:7)O;B!U;FET<R!I<R!P<F5D:6-A=&5D('5P;VX@
M=&AE('5S=6%L(&-O;7!E=&ET:79E(&9A8W1O<G,@;V8@<')I8V4L("E4:@T*
M,"`M,2XQ,B!41`T**&%V86EL86)I;&ET>2!O9B!S=7!P;'DL('!R;V1U8W0@
M<&5R9F]R;6%N8V4L('`E<G9I8V4@86YD(&-O<W0@=&A@=&AE(&-O;G-U;65R
M+B`I5&H-"Bj&,R`Q(%1F#0HT+C("TR+C,V(%1\$#0HH14Y625)/3DU%3E0L
M(\$5-4\$Q/645%4RP@14Y%4D=9+!"!3D0@4D5314%20T@004Y\$(\$1%5D5,3U!-
M14Y4*51J#0HO1C0@,2!49@T*+30N,C@@+3(N,S0@5\$0-"B@@"`@("!"3E9)
M4D].345.5`X@26X@=&AE(&-O;G-T<G5C=&EO;B!O9B!T:&4@0V]M<&%N>5PR
M,C)S(&9A8VEL:71I97,@86YD(&EN(&ET<R!O<&5R871I;F<@87)R86Y9G6UE
M;G1S+"!S=6)S=&%N=&EA;"`I5&H-"C`@+3\$N,3(@5\$0-"BAC;W-T<R!H879E
M(&)E96X@:6YC=7)R960@86YD('=I;&P@8F4@:6YC=7)R960@=&\@8790:60@
M=6YD=64@969F96-T(&]N('!H92!E;G9I<F]N;65N="X@5&AE(\$-O;7!A;GE<
M,C(R<R`I5&H-"E0J#0HH8V]M;6ET;65N="!T;R!E;G9I<F]N;65N=&%L('!R
M97-E<G9A=&EO;B!R97-U;6LE9"!I;B!..;W)T:"!;!65R:6-A;B!C87!I=&%L
M(&5X<&5N9&ET=7)E<R!O9B`D-2XQ(&UI;&QI;VX@:6X@,3DY."`I5&H-"E0J
M#0HH86YD("OT+C\$@;6EL;&EO;B!I;B`Q.3DY+B!)="!I<R!E<W1I;6%T960@
M=&AA="!A<`!R;WAI;6%T96QY("OU+C@<6EL;&EO;B!W:6QL(&)E('`-P96YT
M(&EN(#(P,#`@9F]R(&5N=FER;VYM96YT86P@*51J#0I4*@T**&-O;G1R;VP@
M9F%C:6QI=&EE<RX@*51J#0HP("TR+C,@5\$0-"B@@"`@("!"4:&4@0V]M<&%N
M>2!R96-E:79E9"!N;W1I8V4@:6X@,3DX,R!F<F]M('!H92!5+E,N(\$5N=FER
M;VYM96YT86P@4')O=&5C=&EO;B!9V5N8WD@7"A<,C(S52Y3+B)!4\$%<,C(T
M7"DO=&AA="!T:&4@*51J#0HP("TQ+C\$R(%1\$#0HH0V]M<&%N>2!I<R!A("!"O
M=&5N=&EA;&QY(')E<W!O;G-I8FQE('!A<G1Y('=I=&@<F5S<&5C="!T;R!T
M:&4@0VQI9F9S+41O=R!3=7!E<F9U;F0@4VET92P@;&]C87!E9"!I;B!T:&4@
M57!P97(@*51J#0I4*@T**%!E;FEN<W5L82!O9B!T:&4@4W1A=&4@;V8@36EC
M:&EG86XL('=H:6-H(&ES(&YO="!R96QA=&5D('!O('!H92!#;VUP86YY7#(R
M,G,@:7)O;B!O<F4@;6EN:6YG(&)U<VEN97-S+B!4:&4@0VQI9F9S+41O=R`I
M5&H-"E0J#0HH<VET92!W87,@=7-E9"!P<FEO<B!T;R`Q.3<S(&9O<B!T:&4@
M9&ES<&]S86P@;V8@=V\$S=&5S(&9R;VT@8VAA<F-O86P@<')O9'5C=&EO;B!B
M>2!A(&IO:6YT('9E;G1U<F4@;V8@=&AE(\$-O;7!A;GDL("E4:@T*5"H-"BAT
M:&4@1&]W(\$-H96UI8V%L(\$-O;7!A;GD@86YD(&%F=&5R=V%R9"!B>2!A('`-U
M8V-E<W-O<B!I;B!I;G1E<F5S="P@1V5O<F=I82U086-I9FEC(\$-O<G!O<F%T
M:6]N+B!4:&4@0V]M<&%N>2`I5&H-"E0J#0HH86YD(&]T:&5R('!O=&5N=&EA
M;&QY(')E<W!O;G-I8FQE('!A<G1I97,@=F]L=6YT87)I;'D@<&%R=&EC:7!A
M=&5D(&EN('!H92!P<F5P87)A=&EO;B!O9B!A(&)E;65D:6%L(\$EN=F5S=&EG
M871I;VX@86YD("E4:@T*5"H-"BA&96%\$S:6)I;&ET>2!3="5D>2!W:71H(')E
M<W!E8W0@=&\@=&AE(\$-L:69F<RUS;W<@<VET92P@=VAI8V@8V]N8VQU9&5D
M('=I=&@=&AE('!U8FQI8V%T:6]N(&)Y('!H92!5+E,N(\$5002!O9B!A("E4
M:@T*5"H-"BA296-O<F0@;V8@1&5C:7-I;VX@9&%T960@4V5P=&5M8F5R(#(W
M+"`Q.3@Y('`E='!I;F<@9F]R=&@=&AE('`E;&5C=&5D(')E;65D:6%L(&%C
M=&EO;B!P;&%N(&%D;W!T960@8GD@=&AE(%4N4RX@*51J#0I4*@T**\$5002!F
M;W(&EN(\$-L:69F<RUS;W<@<VET92X@5&AE(\$-O;7!A;GD@86YD(&]T:&5R
M('!O=&5N=&EA;&QY(')E<W!O;G-I8FQE('!A<G1I97,@:&%V92!C;VUP;&5T
M960@<F5M961I86P@*51J#0I4*@T**&%C=&EO;B!S871I<V9A8W1O<GD@=&\@
M=&AE(%4N4RX@15!(!&%T(&%N(&5S=&EM871E9"!T;W1A;"!C;W-T(&]F('0X
M(&UI;&QI;VXL(&]F('=H:6-H('!H92!#;VUP86YY7#(R,G,@<VAA<F4@:7,
@M*51J#0I4*@T**0Q+C@<6EL;&EO;BX@4V5T=&QE;65N="!O9B!5+E,N(\$50
M05PR,C)S(&]V97)S:6=H="!C;W-T(')E8V]V97)Y(&-L86EM(&]F("ON."!M
M:6QL:6]N(%PHOV]M<&%N>5PR,C)S('`H87)E("ON,B!M:6QL:6]N7"DO@*51J

M#0I4*0T**&ES('!E;F1I;F<N(%5P;VX@=&AE(&%D=FEC92!O9B!C;W5N<V5L
M*!T:&4@0V]M<&%N>2!B96QI979E<R!I="!H87,@82!R:6=H="!T;R!C;VYT
M:6YU960@8V]N=")I8G5T:6]N(&9R;VT@=&AE(&)T:&5R("E4:@T*5"H-"BAP
M;W1E;G1I86QL>2!R97-P;VYS:6)L92!P87)T:65S(&90<B!T:&4@8V]S=",@
M;V8@86YY(&9U<G1H97(@<F5M961I86P@86-T:6]N(')E<75I<F5D(&%T('1H
M92!#;&EF9G,M1&]W('!-I=&4N("E4:@T*,"M,BXS(%1\$#0HH("@"@("5&AE
M(\$-O;7!A;GD@:&%S('!-U9F9I8VEE;G0@9FEN86YC:6%L(')E<V5R=F5S(&%T
M(\$1E8V5M8F5R(#,Q+"`Q.3DY('!O('!R;W9I9&4@9F]R(&ET<R!E>!E8W1E
M9"!S:&%R92!O9B!T:64@*51J#0HP("TQ+C\$R(%1\$#0HH8V]S="!O9B!T:&4@
M<F5M961I86P@86-T:6]N<R!A="!T:&4@86)O=F4@;65N=&EO;F5D('!-I=&4N
M("E4:@T*,"M,BXS(%1\$#0HH("@"@("1V5N97)A;&QY+"!V87)I;W5S(&QE
M9VES;&%T:79E(&)O9&EE<R!A;F0@9F5D97)A;"!A;F0@<W1A=&4@86=E;F-I
M97,@87)E(&-O;G1I;G5A;&QY('!R;VUU;&A=&EN9R!N=6UE<F]U<R!N97<@
M*51J#0HP("TQ+C\$R(%1\$#0HH;&%W<R!A;F0@<F5G=6QA=&EO;G,@869F96-T
M:6YG('!H92!#;VUP86YY+"!I=",@8W5S=&]M97)S+"!A;F0@:71S('!-U<`!L
M:65R<R!I;B1M86YY(&%R96%S+"!I;F-L=61I;F<@=&V%S=&4@*51J#0I4*0T*
M*51I<V-H87)G92!A;F0@9&ES<]&]S86P[(&AA>F%R9&]U<R!C;&%S<VEF:6-A
M=&EO;B!O9B1M871E<FEA;'L('!R;V1U8W1S+"!A;F0@:6YG<F5D:65N=",[
M(&%I<B!A;F0@=&V%T97(@9&ES8VAA<F=E<SL@*51J#0I4*0T**&%N9"!M86YY
M(&]T:&5R(&UA='!E<G,N(%\$L=&AO=6=H('!H92!#;VUP86YY(&)E;&EE=F5S
M('!H870@:71S("E4:@T*,C,N,3(@+3(N,R!41`T**#<@*51J#0I%5`T*96YD
M<W1R96%M#0IE;F1O8FH-"C(Y(#@;V)J#OH/\`T*+U!R;V-3970@6R]01\$8@
M+U1E>'0@70T*+T9O;G0@/#P-"B] &,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@
M-B`P(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*/CX-
M"F5N9&]B@T*,S\$@,"!O8FH-"CP\#0HO3&5N9W1H(#OR.3,-"CX^#0IS=")E
M86T-"D)4#0HO1C(@,2!49@T*,3(@,"P(#R(#(U+C8U(#DV,2XP-2!4;0T*
M,"!G#0HO1U,Q(&S#0HP(%1C#0HP(%1W#0HH("@"@("@"@("@"@("@"@
M*51J#0HP("TR+C,@5\$0-"BAE;G9I<F]N;65N=&%L('!O;&EC:65S(&%N9"!P
M<F%C=&EC97,@87)E('!-O=6YD(&%N9"!D;V5S(&YO="!E>!E8W0@82!M871E
M<FEA;"!A9'9E<G-E(&5F9F5C="!O9B!A;GD@8W5R<F5N="!L87=S(&]R("E4
M:@T*,"M,2XQ,B!41`T**')E9W5L871I;VYS+"!I="!C86YN;W0@<')E9&EC
M="!T:&4@8V]L;&5C=&EV92!A9'9E<G-E(&EM<&%C="!O9B!T:&4@<F%P:61L
M>2!E>!A;F1I;F<@8F]D>2!O9B!L87=S(&%N9"!R96=U;&%T:6]N<RX@*51J
M#0HP("TR+C,@5\$0-"B@@"@("!"%35!,3UE%15,N(\$%&]F(\$1E8V5M8F5R
M(#,Q+"`Q.3DY+"!#0TE#(&%N9"!#34,@86YD('!H92!.;W)T:"!;!65R:6-A
M;B!I;F1E<&5N9&5N="!M:6YI;F<@*51J#0HP("TQ+C\$R(%1\$#0HH=F5N="5R
M97,@:&%D(#0L.30X(&5M<&QO>65E<RP@;V8@=VAI8V@@"-PP-S(@=V5R92!H
M;W5R;'D@96UP;&]Y965S+B!(;W5R;'D@96UP;&]Y965S(&%R92!R97!R97-E
M;G1E9"!B>2!T:&4@*51J#0HO1C0@,2!49@T*5"H-"BA5;FET960@4W1E96QW
M;W)K97)S(&]F(\$%M97)I8V\$@7"A<C(S56YI=&5D(%-T965L=V]R:V5R<UPR@
M,C1<*2!U;F1E<B!C;VQL96-T:79E(&)A<F=A:6YI;F<@86=R965M96YT<RX@
M26X@075G=7-T(#\$Y.3DL("E4:@T*5"H-"BAF:79E+7EE87(@;&%B;W(@86=R
M965M96YT<R!W97)E(')A=&EF:65D(&)E='E96X@=&AE(\$A18F)I;F<@5&%C
M;VYI=&4L(%1I;&1E;B!A;F0@16UP:7)E(\$UI;F5S(&%N9"!T:&4@56YI=&5D
M("E4:@T*5"H-"BA3=&5E;'=O<FME<G,@8V]V97)I;F<@=&AE('!E<FEO9"!T
M;R!!=6=U<W0@,2P@,C`P-"X@26X@,3DY.2P@82!L86)O<B!A9W)E96UE;G0@
M=V%S(')E86-H960@=VET:"!T:&4@56YI=&5D("E4:@T*5"H-"BA3=&5E;'=O
M<FME<G,@8V]V97)I;F<@96UP;&]Y965S(&]F(\$Q45B!3=&5E;"!:-6YI;F<@
M0V]M<&%N>2P@=VAI8V@@86=R965M96YT(&5X<&ER97,@;VX@075G=7-T(#\$L
M(#(P,#0N("E4:@T*5"H-"BA!;'!-O+"!I;B`Q.3DY+"!A;B!A9W)E96UE;G0@
M=V%S(&5N=&5R960@:6YT;R!W:71H('!H92!5;FET960@4W1E96QW;W)K97)S
M(&-O=F5R:6YG('!H92!E;7!L;WEE97,@;V8@5V%B=7-H("E4:@T*5"H-"BA-
M:6YE<RP@=VAI8V@@97AP:7)E<R!O;B!-87)C:"`Q+"`R,#`T+B`I5&H-"C`@
M+3(N,R!41`T**"@("@"@(\$%S(&]F(\$1E8V5M8F5R(#,Q+"`Q.3DY+"!.;W)T
M:"-H;W)E(&AA9"`U,3,@<V%L87)I960@96UP;&]Y965S+"!N;VYE(&]F('=H
M;VT@87)E(')E<')E<V5N=&5D(&)Y(&\$@=6YI;VX[("E4:@T*,"M,2XQ,B!4
M1`T**\$-L:69F<R!2961U8V5D(\$ER;VX@36%N86=E;65N="!#;VUP86YY(&AA
M9`"S('!-A;&%R:65D(&5M<&QO>65E<R!A;F0@0VQI9F9S(&%N9"!<W-O8VEA
M=&5S(\$QI;6ET960@:&%D(#8R("E4:@T*5"H-"BAS86QA<FEE9"!E;7!L;WEE
M97,[(S-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!I=",@=VAO;&QY+6]W;F5D
M('!-U8G-I9&EA<GDL(\$-L:69F<R!-:6YI;F<@4V5R=FEC97,@0V]M<&%N>2P@
M:&%D("E4:@T*5"H-"B@R-38@<V%L87)I960@97AE8W5T:79E+"!M86YA9V5R
M:6%L+"!A9&UI;FES=')A=&EV92!A;F0@=&5C:&YI8V%L(&5M<&QO>65E<SL@
M86YD('!H92!,86ME(%-U<&5R:6]R("8@27-H<&5M:6YG("E4:@T*5"H-"BA2
M86EL<F]A9"!H860@,38U(&5M<&QO>65E<RX@*51J#0HP("TR+C,@5\$0-"B@@"
M("@"@("!"%3D521UDN(%1H92!%;7!I<F4@86YD(%1I;&1E;B!-:6YE<R!H879E
M(&5L96-T<FEC('!O=V5R('!-U<`!L>2!C;VYT<F%C=",@=VET:"!7:7-C;VYS
M:6X@16QE8W1R:6,@4&]W97(@*51J#0HP("TQ+C\$R(%1\$#0HH0V]M<&%N>2!W
M;&EC:"!A<F4@969F96-T:79E('!H<F]U9V@@"C`P,BP@=VET:"!A(&9I=F4@
M>65A<B!R96YE=V%L(&]P=&EO;BX@5&AE('!O=V5R('!-U<`!L>2!C;VYT<F%C
M=",@<')O=FED92`I5&H-"E0J#0HH9F]R('!-I9VYI9FEC86YT(&-O<W0@<F5D
M=6-T:6]N<RP@86X@96YE<F=Y('!R:6-E(&-A<`!A;F0@8V5R=&%I;B!P;W=E
M<B!C=7)T86EL;65N="!F96%T=7)E<RX@*51J#0HP("TR+C,@5\$0-"B@@"@
M("!"%;&5C=')I8R!P;W=E<B!F;W(@2&EB8FEN9R!486-O;FET92!I<R!S=7!P
M;&EE9"!B>2!-:6YN97-O=&\$@4&]W97(L(\$EN8RX@=6YD97(@86X@86=R965M
M96YT('=H:6-H(&-O;G1I;G5E<R`I5&H-"C`@+3\$N,3(@5\$0-"BAT;R!S96-E
M;6)E<BP@,C`P."X@5&AE(\$%G<F5E;65N="!P<F]V:61E<R!F;W(@<VEG;FEF
M:6-A;G0@8V]S="!R961U8W1I;VXL(')E9'5C=&EO;B!I;B!C97)T86EN('!A
M:V4M;W(M<&%Y("E4:@T*5"H-"BAC;VUM:71M96YT<RP@86YD(&%N(&5N97)G
M>2!P<FEC92!C87`N("E4:@T*,"M,BXS(%1\$#0HH("@"@("3%16(%-T965L
M(\$UI;FEN9R!#;VUP86YY(&ES(&-U<G)E;G1L>2!G96YE<F%T:6YG('!H92!M
M86IO<FET>2!O9B!I=",@<F5Q=6ER96UE;G1S+B!;!;B!I;G1E<F-O86Y92!A
M9W)E96UE;G0@*51J#0HP("TQ+C\$R(%1\$#0HH=VET:"!-:6YN97-O=&\$@4&]W
M97(L(\$EN8RX@<')O=FED97,@8F%C:W5P('!O=V5R(&%N9"!A;&QO=W,@<V%L
M92!O9B!E>&-E<W,@8V%P86-I='D@=&@=&AE(\$UI9'=E<W1E<FX@07)E82`I

M5&H-"EOJ#0HH4&]W97(@4&]O;"X@02!N97<@:6YT97)C:&%N9V4@86=R965M
M96YT('=A<R1E;G1E<F5D(&EN=&\@:6X@2F%N=6%R>2P@,C`P,"P@969F96-T
M:79E('1H<F]U9V@3V-T;V)E<B`S,2P@,C`P-2`I5&H-"EOJ#0HH=VAI8V@@
M86=R965M96YT(&-O;G1A:6YS(&9L97AI8FQE('EE87(M=&%M>65A<B!R96YE
M=V%L<R!W:71H('I->"UM;VYT:"!C86YC96QL871I;VX@;F]T:6-E<RX@*51J
M#OHP("TR+C,@5\$0-"B@@"`"@("!"3:6QV97(@0F%Y(%!O=V5R(\$-O;7!A;GDL
M(&%N(&EN9&ER96-T('U8G-I9&EA<GD@;V8@=&AE(\$-O;7!A;GDL('!R;W9I
M9&5S('1H92!M861O<FET>2!O9B!.;W)T:'-H;W)E7#(R,G,@*51J#0HP("TQ
M+C\$R(%1\$#0HH96YE<F=Y(')E<75I<F5M96YT<RP@:&%S(&%N(&EN=&5R8VAA
M;F=E(&%G<F5E;65N="!W:71H(\$UI;FYE<V]T82!0;W=E<BP@26Y<C+B!F;W(@
M8F%&C:W5P('!O=V5R(&%N9"!S96QL<R`T,"`I5&H-"EOJ#0HH;65G87=A="1S
M(&]F(&5X8V5S<R!P;W=E<B!C87!A8VET>2!T;R!.;W)T:'5R;B!3=&%T97,@
M4&]W97(@0V]M<&%N>2X@5&AE(&-O;G1R86-T('=I=&@3F]R=&AE<FX@4W1A
M=&5S(%!O=V5R("E4:@T*5"H-"BAE>"1E;F1S('!O('1H92!Y96%R(#(P,3\$N
M(\$EN(#\$Y.34L('1H92!I;G1E<F-H86YG92!A9W)E96UE;G0@=VET:"!-:6YN
M97-O=&\$@4&]W97(L(\$EN8RX@=V%S(&5X=&5N9&5D('!O("E4:@T*5"H-"BA/
M8W1O8F5R(#,Q+"`R,#`P('!O('!R;W9I9&4@861D:71I;VYA;"!B86-K=7`@
M<&]W97(@86YD(&]T:'&5R(&-O<W0M969F96-T:79E('E<G9I8V5S+B`I5&H-
M"C`@+3(N,R!41`T**`"@("`@(%=A8G5S:"!-:6YE<R!O=VYS(&\$@<&]R=&EO
M;B!O9B!T:&4@5`I;B!&86QL<R!(>61R;R!'96YE<F%T:6]N(&9A8VEL:71Y
M('=H:6-H('!R;W9I9&5S('!O=V5R(&9O<B!786)U<VA<,C(R<R`I5&H-"C`@
M+3\$N,3(@5\$0-"BAM:6YI;F<@;W!E<F%T:6]N<R!I;B!.97=F;W5N9&QA;F0N
M(\$\$@='=E;G1Y('EE87(@86=R965M96YT('=I=&@3F5W9F]U;F1L86YD(%!O
M=V5R+"!W:&EC:"!A9W)E96UE;G0@*51J#0I4*%T**&-O;G1I;G5E<R!U;G1I
M;"!\$96-E;6)E<B`S,2P@,C`Q-"P@86QL;W=S(&%N(&EN=&5R8VAA;F=E(&]F
M('=A=&5R(')I9VAT<R!I;B!R971U<FX@9F]R('1H92!P;W=E<B!N965D<R!F
M;W(@*51J#0I4*%T**%=A8G5S:%PR,C)S(&UI;FEN9R!O<&5R871I;VYS+B!4
M:&4@5V%B=7-H('!E;&QE=&EZ:6YG(&]P97)A=&EO;G,@:6X@475E8F5C(&%R
M92!S97)V960@8GD@475E8F5C(\$AY9')O(&]N(&%N("E4:@T*5"H-"BAA;FYU
M86P@8V]N=")A8WON("E4:@T*,``M,BXS(%1\$#0HH("`@("`@5&AE(\$-O;7!A
M;GD@:&%S(&-O;G1R86-T<R!P<F]V:61I;F<@9F]R('1H92!T<F%N<W!O<G0@
M;V8@;F%T=7)A;"!G87,@9F]R(&ET<R!5;FET960@4W1A=&5S(&ER;VX@;W)E
M(&]P97)A=&EO;G,N("E4:@T*,``M,2XQ,B!41`T**%1H92!%;7!I<F4@86YD
M(%1I;&1E;B!-:6YE<R!H879E('1H92!C87!A8FEL:71Y(&]F(&]U<FYI;F<@
M;F%T=7)A;"!G87,L(&-O86PL(&]R+"!T;R!A(&QE<W-E<B`I5&H-"C(S+C\$R
M("TR+C,@5\$0-"B@X("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V)J#0HS,B`P
M(B:@T*/#P-"B]O<F]C4V5T(%LO4\$1(&"]497AT(%T-"B];&VYT(#P\#0HO
M1C@-"`P(%(-"B]&-"`V(#`@4@T*/CX-"B]%)>"1'4W1A=&4@/#P-"B]`4S\$@
M-R`P(%(-"CX^#0H^/@T*96YD;V)J#0HS-"`P(&]B:@T*/#P-"B],96YG=&@@
M,C`U.T*/CX-"G-T<F5A;0T*0E0-"B]&B`Q(%1F#0HQ,B`P(#`@,3(@,C4N
M-C4@.38Q+C`U(%!M#0HP(&<-"B]`4S\$@9W,"-C`@5&,"-C`@5`<-"B@@"`@
M("`@("`@("`@("`@("I5&H-"C`@+3(N,R!41`T**%5X=&5N="P@;VEL+B!7
M86)U<V@36EN97,@:&%S('1H92!C87!A8FEL:71Y(&]F(&]U<FYI;F<@;VEL
M(&%N9"!C;VME(&]R965Z92X@2&EB8FEN9R!486-O;FET92P@3F]R=&AS:&]R
M92!A;F0@*51J#0HP("TQ+C\$R(%1\$#0HH3%16(%-T965L(\$UI;FEN9R!#;VUP
M86YY(&AA=F4@=&AE(&-A<&%B:6QI="D@;V8@8G5R;FEN9R!N871U<F%L(&=A
M<R!A;F0@;VEL+B!\$=7)I;F<@,3DY.2P@=&AE(%4N4RX@;6EN97,@8G5R;F5D
M("E4:@T*5"H-"BAN871U<F%L(&=A<R!A<R!T:&5I<B!P<FEM87)Y(&9U96PN
M(%=A8G5S:"!-:6YE<R!U<V5D(&]I;"P@<W5P<&QE;65N=&5D('=I=&@8V]K
M92!B<F5E>F4N("E4:@T*,``M,BXS(%1\$#0HH("`@("`@06YY('U8G-T86YT
M:6%L(&EN=&5R<G5P=&EO;B!O9B!O<&5R871I;VYS(&]R('U8G-T86YT:6%L
M('!R:6-E(&EN8W)E87-E(')E<W5L=&EN9R!F<F]M(&9U='5R92!G;W9E<FYM
M96YT("E4:@T*,``M,2XQ,B!41`T**!)E9W5L871I;VYS(&]R(&5N97)G>2!T
M87AE<RP@:6YJ:6YC=&EV92!O<F1E<BP@;W(@9G5E;"!S:&]R=&%G97,@8V]U
M;&0@8F4@;6%T97)I86QL>2!A9'9E<G-E('!O('1H92!#;VUP86YY+B`I5&H-
M"C`@+3(N,R!41`T**`"@("`@(%)%4T5!4D-(\$%.1"!\$159%3\$]0345.5"X@
M5&AE(\$-O;7!A;GD@;6%I;G1A:6YS(&\$@<W1R;VYG(&-O;6UI=&UE;G0@=&\@
M<F5S96%R8V@86YD("E4:@T*,``M,2XQ,B!41`T**%1E=F5L;W!M96YT('=I
M=&@96YG:6YE97)I;F<@<W1A9F9S('1H870@87)E(&5N9V%G960@:6X@9G5L
M;"UT:6UE(')E<V5A<F-H(&%N9"!D979E;&]P;65N="!O9B!N97<@:7)O;BUB
M96%R:6YG("E4:@T*5"H-"BAP<F]D=6-T<R!A;F0@:6UP<F]V96UE;G0@;V8@
M97AI<W1I;F<@<'O9'5C=",@=VET:"!T=V\@<F5S96%R8V@89F%C:6QI=&EE
M<RP@;VYE(&QO8V%T960@:6X@2&EB8FEN9R@36EN;F5S;W1A+"!A;F0@*51J
M#0I4*%T**&]N92!I;B!)<VAP96UI;F<L(\$UI8VAI9V%N+BE4:@T*+T8S(#\$@
M5&8-"C`@+3(N,S8@5\$0-"BA)5\$5-(#N(\$Q%1T%,(%!23T-%141)3D+3+BE4@
M:@T*+T8R(#\$@5&8-"C`@+3(N,S0@5\$0-"B@@"`@("!"14:&4@0V]M<&%N>2!A
M;F0@8V5R=&%I;B!O9B!I=",@<W5B<VED:6%R:65S(&%R92!I;G9O;'9E9"!I
M;B!V87)I;W5S(&-L86EM<R!A;F0@;W)D:6YA<GD@<F]U=&EN92!L:71I9V%T
M:6]N("E4:@T*,``M,2XQ,B!41`T**%EN8VED96YT86P@=&\@=&AE:7(@8G5S
M:6YE<W-E<RP@:6YC;'5D:6YG(&-L86EM<R!R96QA=&EN9R!T;R!T:&4@97AP
M;W-U<F4@;V8@87-B97-T;W,@86YD('I;&EC82!T;R!S96%M96X@=VAO('A
M:6QE9" I5&H-"EOJ#0HH;VX@=&AE(\$=R96%T(\$QA:V5S('9E<W-E;'@9F]R
M;65R;'D@;W=N960@86YD(&]P97)A=&5D(&]Y('U8G-I9&EA<FEE<R!O9B!T
M:&4@0V]M<&%N>2X@5&AE(&9U;&P@:6UP86-T(&]F('1H97-E("E4:@T*5"H-
M"BAC;&%I;7,@86YD('!R;V-E961I;F=S(&EN('1H92!A9V=R96=A=&4@8V]N
M=&EN=65S('!O(&]E('5N:VYO=VXN(%1H92!#;VUP86YY(&-O;G1I;G5E<R!T
M;R!M;VYI=&]R(&ET<R!C;&%I;7,@*51J#0I4*%T**%N9"!L:71I9V%T:6]N
M(&5X<&5N<V4L(&]U="!B96QI979E<R!T:&%T(')E<V]L=71I;VX@;V8@8W5R
M<F5N=&QY('!E;F1I;F<@8VQA:6US(&%N9"!P<F]C965D:6YG<R!A<F4@=6YL
M:6ME;'D@:6X@=&AE("E4:@T*+T8T(#\$@5&8-"EOJ#0HH86=&C<F5G871E('!O
M(&AA=F4@82!M871E<FEA;"!A9'9E<G-E(&5F9F5C="!O;B!T:&4@0V]M<&%N
M>5PR,C)S(&9I;F%N8VEA;"!P;W-I=&EO;BXI5&H-"B];&R`Q(%1F#0HP("TR
M+C,V(%1\$#0HH251%32`T+B!354]-25-324].(\$)&(\$U!5%1%4E,@5\$\@02!6
M3U1%(\$)&(%-0U522519(\$A/3\$1%4E,N*51J#0HO1C0@,2!49@T*,``M,BXS
M-"!41`T**`"@("`@(\$YO;F4N("E4:@T*,C,N,3(@+3(N,R!41`T**#D@*51J

M#0I5`T*96YD<W1R96M#0IE;F108FH-"C,U(#`@;V)J#0H\`/T*+U!R;V-3
M970@6R]01\$8@+U!E>'0e70T*+T90;G0@/#P-"B] &, B`T(#`@4@T*+T8S(#4@
M,"!2#0HO1C0@-B`P(%("-CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2
M#OH^/T*/CX-"F5N9&]B:@T*,S<@,"!08FH-"CP\#0HO3&5N9W1H(#,U-C0-
M"CX^#0IS='!)E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV
M,2XP-2!4;0T*,"!G#0HO1U,Q(=&S#0HP(%1C#0HP(%1W#0HH("`@("`@("`@
M("`@("`@("`@*51J#0HO1C,@,2!49@T*,3(N,S0@+3(N,S8@5\$0-"BA6\$5#
M551)5D4@3T9&24-4E,@3T8@5\$A%(%%)%TE35%)!3EOI5&H-"B] &,B`Q(%1F
M#OHU+C4V("TR+C,T(%1\$#0HH4&]S:71I;VX@=VET:"!T:&4@0V]M<&%N>2E4
M:@T*,2XR("TQ+C\$R(%1\$#0HH87,@;V8@36R8V@@,3,L(#(P,#`I5&H-"D54
M#0HP(\$<-"C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP(&@-"C\$@:2`-"C(U-"XX
M-2`X.3`N,#\$@;0T*,S4W+C4W(#@Y,"XP,2!L#0I3#0I"5`T*,3(@,"`P(#\$R
M(#DU+C<S(@#W-RXW!R!4;0T*,2XS,R!48PT*6R@*2TU-C`P**`@*2TR,30P
M,"@@("DQ,3(P**`I-S0P**`I751*#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@,3(V+C(Q(#@V-2XR.2!4;0T*+3`N,#`P,2!48PT**\$YA;64I5&H-
M"C,V+C@V,#<@,"!41`T**\$G92E4:@T*150-"C`N-2!`#0HQ.#\$N-C4@.#8P
M+CDW(&T-"CDU+C<S(#@V,"XY-R!L#0HY-2XW,R`X-C`N.3<@;0T*.34N-S,@
M.#8P+C0Y(&P-"E,-"C`@1PT*.34N-S,@.#8P+C0Y(&T-"CSX,2XV-2`X-C`N
M-#D@;`T*,3@Q+C8U(#@V,"XT.2!M#0HQ.#\$N-C4@.#8P+CDW(&P-"E,-"C`N
M-2!`#0HU,38N-#4@.#8P+CDW(&T-"C0Y-2XU-R`X-C`N.3<@;`T*-"#DU+C4W
M(#@V,"XY-R!M#0HT.34N-3<@.#8P+C0Y(&P-"E,-"C`@1PT*-"#DU+C4W(#@V
M,"XT.2!M#0HU,38N-#4@.#8P+C0Y(&P-"C4Q-BXT-2`X-C`N-#D@;0T*-3\$V
M+COU(#@V,"XY-R!L#0I3#0I"5`T*+T8R(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N
M,#<Y(#DU+C<S(#@T.2XT-2!4;0T*,"!48PT*6RA*+B!3+B! "<FEN>F\I+34W
M-C(N.2A#:&%I<FUA;B!A;F0@0VAI968@17AE8W5T:79E(\$]F9FEC97(@*2TQ
M-#`T-"@U."E=5\$H-"B] &-"`Q(%1F#0HP("TQ+C(Q-#0@5\$0-"ELH5"X@2BX@
M3UPR,C).96EL*2TU-C4S*%!R97-I9&5N="!A;F0@0VAI968@3W!E<F%T:6YG
M(\$]F9FEC97(@*2TQ-#(V-2XY*#4Y*5U42@T*5"H-"ELH5RX@4BX@0V%L9F5E
M*2TU,C`Y*\$5X96-U=&EV92!6:6-E(%!R97-I9&5N="U#;VUM97)C:6\$L("DM
M,30Q-30H-3,I751*#0I4*#T*6RA#B!"+B!"97I:RDM-3<V,BXY*%-E;FEO
M<B!6:6-E(%!R97-I9&5N="U&:6YA;F-E("DM,3<S,3DN-R@T-RE=5\$H-"EOJ
M#0I;*\$4N(\$,N(\$!0=VQI;F<I+30V-3(H4V5N:6]R(%9I8V4@4')E<VED96YT
M+4]P97)A=&EO;G,@*2TQ-C`Y-RXX*#0T*5U42@T*5"H-"ELH2BX@5RX@4V%N
M9&5R<RDM-#DS,2A396YI;W(@5FEC92!0<F5S:61E;GOM26YT97)N871I;VYA
M;"!\$979E;&]P;65N="`I+3DW,S@N-"@U-RE=5\$H-"EOJ#0I;*\$HN(\$\$N(%1R
M971H97=E>2DM-#`T,RXQ*%-E;FEO<B!6:6-E(%!R97-I9&5N="U/<&5R871I
M;VYS(%-E<G9I8V5S("DM,3(T-C`N,2@U-2E=5\$H-"EOJ#0I;*\$N(%N(%=E
M<W0I+38P.38N.2A396YI;W(@5FEC92!0<F5S:61E;GOM4V%L97,@86YD(\$-O
M;6UE<F-I86P@4&QA;FYI;F<@*2TW-C@Q+C4H-C,I751*#0HO1C(@,2!49@T*
M,3(@,"`P(#\$R(#(U+C8U(#<S-BXV-2!4;0T**`@("`@(%1H97)E(&ES(&YO
M(&9A;6EL>2!R96QA=&EO;G-H:7`@8F5T=V5E;B!A;GD@;V8@=&AE(&5X96-U
M=&EV92!09F9I8V5R<R!09B!T:&4@0V]M<&%N>2P@;W(@8F5T=V5E;B!A;GD@
M;V8@<W5C:"`I5&H-"C`@+3\$N,3(@5\$0-"BAE>&5C=71I=F4@;V9F:6-E<G,@
M86YD(&%N>2!09B!T:&4@1&ER96-T;W)S(&]F('!H92!#;VUP86YY+B!)/9F9I
M8V5R<R!A<F4@96QE8W1E9"IT;R!S97)V92!U;G1I;"!S=6-C97-S;W)S(&AA
M=F4@8F5E;B`I5&H-"E0J#0HH96QE8W1E9"X@06QL(&]F('!H92!A8F)V92AN
M86UE9"IE>&5C=71I=F4@;V9F:6-E<G,@;V8@=&AE(\$-O;7!A;GD@=V5R92!E
M;&5C=&5D(&5F9F5C=&EV92!O;B!T:&4@969F96-T:79E(&1A=&5S("E4:@T*
M5"H-"BAL:7-T960@8F5L;W<@9F]R(&5A8V@<@W5C:"!09F9I8V5R+B`I5&H-
M"C`@+3(N,R!41`T**`@("`@(%1H92!B=7-I;F5S<R!E>!E<FEE;F-E)F
M('!H92!P97)S;VYS(&YA;65D(&%B;W9E(&90<B!T:&4@;&%S="!F:79E('EE
M87)S(&ES(&%S(&90;&QO=W,Z("E4:@T*-2XX-"`M,2XQ,B!41`T*-2XP,2!4
M8PT*6R@@"DS-3`P**`I751*#0HO1C0@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@.34N-S,@-COS+C4S(%1M#0HP(%1C#0I;*\$HN(%N(\$)R:6Y;RDM,S8Y
M,2XS*%-E;FEO<B!%>&5C=71I=F4M1FEN86YC92P@0V]M<&%N>2PI751*#0HX
M+C,U-SD@+3\$N,3\$Y,B!41`T**`@3V-T;V)E<B`Q+"`Q.3DS('!0(%-E<'!E
M;6)E<B`S,"P@,3DY-2XI5&H-"C`@+3\$N,C\$T-"!41`T**\$5X96-U=&EV92!6
M:6-E(%!R97-I9&5N="U&:6YA;F-E+"!#;VUP86YY+"E4:@T*,"`M,2XQ,3DR
M(%1\$#0HH("!/8W108F5R(#\$L(#\$Y.34@=&\@2G5N92`S,"P@,3DY-RXI5&H-
M"C`@+3\$N,C\$T-"!41`T**\$5X96-U=&EV92!6:6-E(%!R97-I9&5N="U&:6YA
M;F-E(&%N9"!0;&%N;FEN9RP@0V]M<&%N>2PI5&H-"C`@+3\$N,3\$Y,B!41`T*
M**`@2G5L>2`Q+"`Q.3DW('!0(\$YO=F5M8F5R(#DL(#\$Y.3<N*51J#0HP("TQ
M+C(Q-#0@5\$0-"BA0<F5S:61E;G0@86YD(\$-H:65F(\$5X96-U=&EV92!)/9F9I
M8V5R+"!#;VUP86YY+"E4:@T*,"`M,2XQ,3DR(%1\$#0HH("!.;W9E;6)E<B`Q
M,"P@,3DY-R!T;R!\$96-E;6)E<B`S,2P@,3DY.2XI5&H-"C`@+3\$N,C\$T-"!4
M1`T**\$-H86ER;6%N(&%N9"!#;&EE9B!%>&5C=71I=F4@3V9F:6-E<BP@0V]M
M<&%N>2PI5&H-"C`@+3\$N,3\$Y,B!41`T**`@2F%N=6%R>2`Q+"`R,#`P('!0
M(&1A=&4N*51J#0HM."XS-3<Y("TQ+C(Q-#0@5\$0-"ELH5"X@2BX@3UPR,C).
M96EL*2TS-3@Q+C,H17AE8W5T:79E(%9I8V4@4')E<VED96YT+4-#22!/<&5R
M871I;VYS(&%N9"!496-H;F]L;V=Y+"!#;VUP86YY+"E=5\$H-"C@N,S4W.2`M
M,2XQ,3DR(%1\$#0HH("!/8W108F5R(#\$L(#\$Y.30@=&\@4V5P=&5M8F5R(#,P
M+"`Q.3DU+BE4:@T*,"`M,2XR,30T(%1\$#0HH17AE8W5T:79E(%9I8V4@4')E
M<VED96YT+4]P97)A=&EO;G,L(\$-O;7!A;GDL*51J#0HP("TQ+C\$Q.3(@5\$0-
M"B@@(\$]C=&]B97(@,2P@,3DY-2!T;R!\$96-E;6)E<B`S,2P@,3DY.2XI5&H-
M"C`@+3\$N,C\$T-"!41`T**%!R97-I9&5N="!A;F0@0VAI968@3W!E<F%T:6YG
M(\$]F9FEC97(L(\$-O;7!A;GDL*51J#0HP("TQ+C\$Q.3(@5\$0-"B@@(\$IA;G5A
M<GD@,2P@,C`P,"!T;R!D871E+BE4:@T*+3@N,S4W.2`M,2XR,30T(%1\$#0I;
M*%<N(%N(\$-A;&9E92DM,S\$S-RXT*%-E;FEO<B!%>&5C=71I=F4M0V]M;65R
M8VEA;"P@0V]M<&%N>2PI751*#0HX+C,U-SD@+3\$N,3\$Y,B!41`T**`@3V-T
M;V)E<B`Q+"`Q.3DS('!0(%-E<'!E;6)E<B`S,"P@,3DY-2XI5&H-"C`@+3\$N
M,C\$T-"!41`T**\$5X96-U=&EV92!6:6-E(%!R97-I9&5N="U#;VUM97)C:6\$L
M+"!#;VUP86YY+"E4:@T*,"`M,2XQ,3DR(%1\$#0HH("!/8W108F5R(#\$L(#\$Y
M.34@=&\@9&%T92XI5&H-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,S`P+C(Q(#,Y
M,RXT-2!4;0T**\$P("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V)J#0HS."`P
M(&]B:@T*/#P-"B]0<F]C4V5T(%LO4\$1&("]497AT(%T-"B] &;VYT(#P\#0HO

M1C(@-"`P(%(-"B]&,R`U(#`@4@T*+T8T`(#8@,"!2#0H^/@T*+T5X=\$=3=&%T
M92`\/`T*+T=3,2`W(#`@4@T*/CX-"CX^#0IE;F108FH-"COR(#`@;V)J#0H\
M/`T*+TQE;F=T:"`R,C,W#0H^/@T*+T8R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R
M(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*
M,"!4=PT**`"@(`"@(`"@(`"@("E4:@T*-2XX-"`M,2XQ,B!41`T*
M-BXT,2!48PT*6R@@"(DT.3`P*`I751*#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y
M-2XW,R`Y,S4N.#4@5&T-"C`@5&,-"ELHORX@0BX@0F5Z:6LI+34S-3@N,2A4
M<F5A<W5R97(@86YD(\$1L<F5C=&]R+49I;F%N8VEA;"!0;&%N;FEN9RP@0V]M
M<&%N>2PI751*#0HQ,"XP,C0X("TQ+C\$Q.3(@5\$0-"B@(@(\$]C=&]B97(@,2P@
M,3DY-"!T;R!397!T96UB97(@,S`L(#\$Y.34N*51J#0HP("TQ+C(Q-#0@5\$0-
M"BA6:6-E(!R97-I9&5N="!A;F0@5`)E87-U<F5R+"!#;VUP86YY+"E4:@T*
M,"`M,2XQ,3DQ(%!\$#0HH("!/8W108F5R(#\$L(#\$Y.34@=&\@3F]V96UB97(@
M.2P@,3DY-RX15&H-"C`@+3\$N,C\$T-"!41`T**%-E;FEO<B!6:6-E(!R97-I
M9&5N="U@:6YA;F-E+"!#;VUP86YY+"E4:@T*,"`M,2XQ,3DQ(%!\$#0HH("!.
M;W9E;6)E<B`Q,"P@,3DY-R!T;R!D871E+BE4:@T*+3\$P+C`R-#@+3\$N,C\$T
M-"!41`T*6RA%+B!#+B!\$;W=L:6YG*2TT,C0W+C(H4V5N:6]R(%9I8V4@4`)E
M<VED96YT+4]P97)A=&EO;G,L(\$-Y<`)U<R!#;&EM87@365T86QS(\$-O;7!A
M;GDL*5U42@T*,3`N,#(T."`M,2XQ,3DR(%!\$#0HH("!/8W108F5R+"`Q.3DT
M('!0(%-E<`!E;6)E<BP@,3DY-BXI5&H-"C`@+3\$N,C\$T-"!41`T**%-E;FEO
M<B!6:6-E(!R97-I9&5N="U\$;7)E8W10<B!0<F]C97-S(\$UA;F%G96UE;G0@
M86YD(\$5N9VEN965R:6YG+"E4:@T*,"`M,2XQ,3DR(%!\$#0HH("!#>7!R=7,@
M06UA>"!-:6YE<F%L<R!#;VUP86YY+"E4:@T*5"H-"B@(@(%-E<`!E;6)E<BP@
M,3DY-B!T;R!<`)I;"P@,3DY."XI5&H-"C`@+3\$N,C\$T-"!41`T**%-E;FEO
M<B!6:6-E(!R97-I9&5N="U<&5R871I;VYS+"!#;VUP86YY+"E4:@T*,"`M
M,2XQ,3DQ(%!\$#0HH("!<`)I;"`Q-2P@,3DY."!T;R!D871E+BE4:@T*+3\$P
M+C`R-#@+3\$N,C\$T-"!41`T*6RA*+B!7+B!386YD97)S*2TT-3(V+C(H4`)E
M<VED96YT(&%N9"!#;&EE9B!/<&5R871I;F<@3V9F:6-E<BP@0V]P<&5R(%A
M;F=E(\$-O;7!A;GDL*5U42@T*,3`N,#(T."`M,2XQ,3DQ(%!\$#0HH("!*=6QY
M+"`Q.3DT('!0(%-E<`!E;6)E<B`S,"P@,3DY-2XI5&H-"C`@+3\$N,C\$T-"!4
M1`T**%-E;FEO<B!6:6-E(!R97-I9&5N="U496-H;FEC86PL(\$-O;7!A;GDL
M*51J#0HP("TQ+C\$Q.3(@5\$0-"B@(@(\$]C=&]B97(@,2P@,3DY-2!T;R!*=6YE
M(#,P+"`Q.3DW+BE4:@T*,"`M,2XR,30T(%!\$#0HH4V5N:6]R(%9I8V4@4`)E
M<VED96YT+4EN=&5R;F%T:6]N86P@1&5V96QO<&UE;GOL(\$-O;7!A;GDL*51J
M#0HP("TQ+C\$Q.3(@5\$0-"B@(@(\$IU;`D@,2P@,3DY-R!T;R!D871E+BE4:@T*
M+3\$P+C`R-#@+3\$N,C\$T-"!41`T*6RA*+B!+B!4<F5T:&5W97DI+3,V,S@N
M,RA6:6-E(!R97-I9&5N="U<&5R871I;VYS(\$%D;6EN:7-T<F%T:6]N+"!#
M;VUP86YY+"E=5\$H-"C\$P+C`R-#@+3\$N,3\$Y,B!41`T**`"@3V-T;V)E<B`Q
M+"`Q.3DT('!0(%-E<`!E;6)E<B`S,"P@,3DY-2XI5&H-"C`@+3\$N,C\$T-"!4
M1`T**%9I8V4@4`)E<VED96YT+4]P97)A=&EO;G,@3&EA:7-O;BP@0V]M<&%N
M>2PI5&H-"C`@+3\$N,3\$Y,2!41`T**`"@3V-T;V)E<B`Q+"`Q.3DU('!0(\$IU
M;F4@,S`L(#\$Y.3<N*51J#0HP("TQ+C(Q-#0@5\$0-"BA6:6-E(!R97-I9&5N
M="U/<&5R871I;VYS(%-E<G9I8V5S+"!#;VUP86YY+"E4:@T*,"`M,2XQ,3DR
M(%!\$#0HH("!*=6QY(#\$L(#\$Y.3<@=&\@36%Y(#,Q+"`Q.3DY+BE4:@T*,"`M
M,2XR,30T(%!\$#0HH4V5N:6]R(%9I8V4@4`)E<VED96YT+4]P97)A=&EO;G,@
M4V5R=FEC97,L(\$-O;7!A;GDL*51J#0HP("TQ+C\$Q.3(@5\$0-"B@(@(\$IU;F4@
M,2P@,3DY.2!T;R!D871E+BE4:@T*+3\$P+C`R-#@+3\$N,C\$T-"!41`T*6RA!
M+B!3+B!797-T*2TU-CDR+C\$H4V5N:6]R(%9I8V4@4`)E<VED96YT+5-A;&5S
M+"!#;VUP86YY+"E=5\$H-"C\$P+C`R-#@+3\$N,3\$Y,B!41`T**`"@2G5L>2`Q
M+"`Q.3@X('!0(\$IU;`D@,S\$S(#\$Y.3@N*51J#0HP("TQ+C(Q-#0@5\$0-"BA3
M96YI;W(@5FEC92!0<F5S:6!E;G0M4V%L97,@86YD(\$-O;6UE<F-I86P@4&QA
M;FYI;F<L(\$-O;7!A;GDL*51J#0HP("TQ+C\$Q.3(@5\$0-"B@(@(\$%U9W5S="`Q
M+"`Q.3DX('!0(&1A=&4N*51J#0HQ,B`P(#`@,3(@,S`P+C(Q(#4U-BXX.2!4
M;OT**#\$Q("E4:@T*150-"F5N9"-T<F5A;OT*96YD;V)J#0HT,R`P(@]B:@T*
M/#P-"B]0<F]C4V5T(%L04\$1&("]497AT(%T-"B]&;VYT(#P\#0HO1C(@-"`P
M(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*/CX-"F5N
M9&]B:@T*-"#4@,"!08FH-"CP\#0HO3&5N9W1H(#,U,C8-"CX^#0IS=")E86T-
M"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;OT*,"!G
M#0HO1U,Q(&=S#0HP(%1C#0HP(%1W#0HH("`"@(`"@(`"@(`"@(`"@(`"@(`"@(`"
M#0HO1C,@,2!49@T*,C\$N-2`M,BXS-B!41`T**%!!4E0@24DI5&H-"B]&-2`Q
M(%1F#0HM,C\$N-2`M,BXT(%!\$#0HH251%32`U+B!-05)+150@1D]2(%!)1TE3
M5%)!3E137#(R,B!#3TU-3TX@15%52519(\$%.1"!214Q!5\$5\$(-43T-+2\$],
M1\$52("E4:@T*,"`M,2XR,B!41`T**%U!5%14E,N*51J#0HO1C(@,2!49@T*
M,"`M,BXS-"!41`T**`"@(`@(%1H92!I;F90<FUA=&EO;B!R97%U:7)E9"!B
M>2!T:&ES(&ET96T@:7,@:6YC;W)P;W)A=&5D(&AE<F5I;B!B>2!R969E<F5N
M8V4@86YD(&UA9&4@82!P87)T(&AE<F509B!F<F]M('!H870@*51J#0HO1C0@
M,2!49@T*,"`M,2XQ,B!41`T**%!O<G1I;VX@;V8@=&AE(\$-O;7!A;GE<C(R
M<R!;!FYU86P@4F5P;W)T('!0(%-E8W5R:71Y(\$AO;&1E<G,@9F]R('!H92!Y
M96%R(&5N9&5D(\$!E8V5M8F5R(#,Q+"`Q.3DY(\$-O;G1A:6YE9"!I;B`I5&H-
M"EOJ#0HH=&AE(&UA=&5R:6%L('!5N9&5R('!H92!H96%D:6YG<RP@7#(R,T-O
M;6UO;B!3:&%R92!0<FEC92!097)F;W)M86YC92!A;F0@1&EV:6!E;F1S7#(R
M-"P@7#(R,TEN=F5S=&]R(&%N9"!#;W)P;W)A=&4@*51J#0I4*@T**\$EN9F]R
M;6%T:6]N7#(R-"!A;F0@7#(R,U-U;6UA<GD@;V8@1FEN86YC:6%L(&%N9"!/
M=&AE<B!3=&%T:7-T:6-A;"!\$871A7#(R-"P@<W5C:"!I;F90<FUA=&EO;B!F
M:6QE9"!A<R!A('!A<G0@:&5R96]F(&%S("E4:@T*5"H-"BA%&A!8FET<R`Q
M,UPH:%PI+"`Q,UPH:5PI(&%N9"`Q,UPH:EPI+"!R97-P96-T:79E;'DN*51J
M#0HO1C,@,2!49@T*,"`M,BXS-B!41`T**%\$E414T@-BX@4T5,14-4140@1DE.
M04Y#24%,(\$!5\$N*51J#0HO1C0@,2!49@T*,"`M,BXS-"!41`T**`"@(`"@
M(%1H92!I;F90<FUA=&EO;B!R97%U:7)E9"!B>2!T:&ES(&ET96T@:7,@:6YC
M;W)P;W)A=&5D(&AE<F5I;B!B>2!R969E<F5N8V4@86YD(&UA9&4@82!P87)T
M(&AE<F509B!F<F]M('!H870@*51J#0HP("TQ+C\$R(%!\$#0HH<&]R=&EO;B!O
M9B!T:&4@0V]M<&%N>5PR,C)S(\$N;G5A;"!297!O<G0@=&\@4V5C=7)I="D@
M2&]L9&5R<R!F;W(@=&AE('EE87(@96YD960@1&5C96UB97(@,S\$S(#\$Y.3D@
M8V]N=&%I;F5D(&EN("E4:@T*5"H-"BAT:&4@;6%T97)I86P@=6YD97(@=&AE
M(&AE861I;F<L(%PR,C-3=6UM87)Y(&]F(\$9I;F%N8VEA;"!A;F0@3W1H97(@
M4W1A=&ES=&EC86P@1&%T85PR,C0L('!-U8V@:@:6YF;W)M871I;VX@9FEL960@

M87,@82!P87)T("E4:@T*5"H-"BAH97)E;V8@87,@17AH:6)I="`Q,UPH:EPI
M+BE4:@T*+T8U(#\$@5&8-"C`@+3(N,S8@5\$0-"BA)5\$5-(#<N(\$U!3D%'14U%
M3E1<,C(R4R!\$25-#55-324].(\$%.1"!1!3D%,65-)4R!/1B!&24Y!3D-)04P@
MOT].1\$E424).(\$%.1" I5&H-"C`@+3\$N,C(@5\$0-"BA215-53%13(\$)&(\$]0
M15)!5\$E/3E,N*51J#0HO1C(@,2!49@T*,`M,BXS-"!41`T**`@("`@(%1H
M92!I;F90<FUA=&EO;B!R97%U:7)E9"!B>2!T:&ES(&ET96T@:7,@:6YC;W)P
M;W)A=&5D(&AE<F5I;B!B>2!R969E<F5N8V4@86YD(&UA9&4@82!P87)T(&AE
M<F5O9B!F<F]M('!H870@*51J#0HO1C0@,2!49@T*,`M,2XQ,B!41`T**`!O
M<G1I;VX@;V8@=&AE(\$-0;7!A;GE<,C(R<R!!;FYU86P@4F5P;W)T('!O(%-E
M8W5R:71Y(\$AO;&1E<G,@9F)R('!H92!Y96%R(&5N9&5D(\$1E8V5M8F5R(#,Q
M+"`Q.3DY(\$-0;G1A:6YE9"!I;B`I5&H-"E0J#0HH=&AE(&UA=&5R:6%L('5N
M9&5R('!H92!H96%D:6YG(%PR,C--86YA9V5M96YT7#(R,G,@1&ES8W5<VEO
M;B!A;F0@06YA;'ES:7,@;V8@1FEN86YC:6%L(\$-0;F1I=&EO;B!A;F0@4F5S
M=6QT<R!O9B I5&H-"E0J#0HH3W!E<F%T:6]N<UPR,COL("U8V@@:6YF;W)M
M871I;VX@9FEL960@87,@82!P87)T(&AE<F5O9B!A<R!%&AI8FET(#\$S7"AA
M7"DN*51J#0HO1C,@,2!49@T*,`M,BXS-B!41`T**\$E414T@-RX@02X@455!
M3\$E4051)5D4@04Y\$((%504Y4251!5\$E612!\$25-#3\$]355)%4R!!0D]55"!-
M05)+150@4DE32RXI5&H-"B] &-"`Q(%1F#0HP("TR+C,T(%1\$#0HH("`@("`@
M5&AE(&EN9F]R;6%T:6]N(')E<75I<F5D(&)Y('!H:7,@:71E;2!I<R!I;F-O
M<G!O<F%T960@:&5R96EN(&)Y(')E9F5R96YC92!A;F0@;6%D92!A('!A<G0@
M:&5R96]F(&9R;VT@=&AA=" I5&H-"C`@+3\$N,3(@5\$0-"BAP;W)T:6]N(&]F
M('!H92!#;VUP86Y7#(R,G,@06YN=6%L(&)E<&]R="!T;R!396-U<FET>2!
(M;VQD97)S(&9O<B!T:&4@>65A<B!E;F1E9"!\$96-E;6)E<B`S,2P@,3DY.2!C
M;VYT86EN960@:6X@*51J#0I4*@T**!H92!M871E<FEA;"!U;F1E<B!T:&4@
M:&5A9&EN9R!<,C(S36%N86=E;65N=%PR,C)S(\$I<V-U<W-I;VX@86YD(\$%N
M86QY<VES(&]F(\$9I;F%N8VEA;"!#;VYD:71I;VX@86YD(%E<W5L="!E;V8@
M*51J#0I4*@T**\$]P97)A=&EO;G-<,C(T+"!S=6-H(&EN9F]R;6%T:6]N(&QO
M8V%T960@;VX@<&%G92`S,BP@86YD(&9I;&5D(&%S(&\$@<&%R="!H97)E;V8@
M87,@17AH:6)I="`Q,UPH85PI+BE4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-
M"BA)5\$5-(#<N(\$9)3D%.0TE!3"!35\$%414U%3E13(\$%.1"!355!03\$5-14Y4
M05)9(\$!5\$N*51J#0HO1C0@,2!49@T*,`M,BXS-"!41`T**`@("`@(%1H
M92!I;F90<FUA=&EO;B!R97%U:7)E9"!B>2!T:&ES(&ET96T@:7,@:6YC;W)P
M;W)A=&5D(&AE<F5I;B!B>2!R969E<F5N8V4@86YD(&UA9&4@82!P87)T(&AE
M<F5O9B!F<F]M('!H870@*51J#0HP("TQ+C\$R(%1\$#0HH<&]R=&EO;B!O9B!T
M:&4@0V]M<&%N>5PR,C)S(\$%N;G5A;"!297!O<G0@=&\@4V5C=7)I='D@2&]L
M9&5R<R!F;W(@=&AE('!E87(@96YD960@1&5C96UB97(@,SSL(#\$Y.3D@8V]N
M=&%I;F5D(&EN("E4:@T*5"H-"BAT:&4@;6%T97)I86P@=6YD97(@=&AE(&AE
M861I;F=S(%PR,C-3=&%T96UE;G0@;V8@0V]N<V]L:61A=&5D(\$9I;F%N8VEA
M;"!0;W-I=&EO;EPR,C0L(%PR,C-3=&%T96UE;G0@;V8@0V]N<V]L:61A=&5D
M("E4:@T*5"H-"BA);F-O;65<,C(T+"!<,C(S4W1A=&5M96YT(&]F(\$-0;G-O
M;&ED871E9"!#87-H(\$9L;W=S7#(R-"P@7#(R,U-T871E;65N="!O9B!#;VYS
M;VQI9&%T960@4VAA<F5H;VQD97)S7#(R,B!%<75I='E<,C(T+"!<,C(S3F]T
M97,@=&\@*51J#0I4*@T**\$-O;G-O;&ED871E9"!&:6YA;F-I86P@4W1A=&5M
M96YT<UPR,C0@86YD(%PR,C-1=6%R=&5R;'D@4F5S=6QT<R!O9B!/<&5R871I
M;VYS7#(R-"P@<W5C:"!I;F90<FUA=&EO;B!F:6QE9"!A<R!A('!A<G0@:&5R
M96]F("E4:@T*5"H-"BAA<R!%&AI8FET<R`Q,UPH8UPI+"`Q,UPH9%PI+"`Q
M,UPH95PI+"`Q,UPH9EPI+"`Q,UPH9UPI(&%N9)`Q,UPH:%PI+"!R97-P96-T
M:79E;'DN(\$9Q;&QO=VEN9R!I<R!T:&4@7#(R,U)E<&]R="!O9B!);F1E<&5N
M9&5N=" I5&H-"E0J#0HH075D:710<G-<,C(T.B`I5&H-"C(R+C@X("TR+C,@
M5\$0-"B@Q,B I5&H-"D54#0IE;F1S=')E86T-"F5N9&]B:@T*#-#8@,"!O8FH-
M"CF\#0HO4')O8U-E="!;+U!\$1B`O5&5X="!=#0HO1F]N="`\`T*+T8R(#0@
M,"!2#0HO1C,@-2`P(%("B] &-"`V(#`@4@T*+T8U(#OW(#`@4@T*/CX-"B] %
M>'!4W1A=&4@/#P-"B]'4S\$@-R`P(%("CX^#0H^/@T*96YD;V)J#OHT.2`P
M(&]B:@T*/#P-"B],96YG=&@@,3<U#0H^/@T*W1R96%M#0I5`T*+T8R(#\$@
M5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*
M,"!48PT*,"!4=PT**`@("`@("`@("`@("`@("`@("E4:@T*,3\$N.#8@+3(N
M,R!41`T**5H:7,@<&%G92!I;G1E;G1I;VYA;&QY(&QE9G0@8FQA;FL@9F]R
M('!A9VEN871I;VX@<'5R<&]S97,@*51J#0I%5`T*96YD<W1R96%M#0IE;F1O
M8FH-"C4P(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E>'0@70T*+T9O
M;G0@/#P-"B] &,B`T(#`@4@T*/CX-"B] %>'!4W1A=&4@/#P-"B]'4S\$@-R`P
M(%("CX^#0H^/@T*96YD;V)J#0HU,B`P(&]B:@T*/#P-"B],96YG=&@@,C<Q
M,'T*/CX-"G-T<F5A;0T*0E0-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@
M.38Q+C`U(%1M#0HP(<&-&"B]'4S\$@9W,-"C`@5&,-"C`@5'<-"B@@("`@("`@
M("`@("`@("`@("`@ I5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH251%32`X
M+B!#;VYT:6YU960I5&H-"B] &,B`Q(%1F#0HQ-BXY."`M,BXS-"!41`T**`E
M<&]R="!O9B!);F1E<&5N9&5N="!!=61I=&]R<RE4:@T*150-"C`@1PT*,"!E
M(#`@:B`P+C(T('<@,3`@32!;73`@9`T*,2!I(`T*,C(Y+C0Q(#DP,RXT-2!M
M#OHS.#(N-S<@.3`S+C0U(&P-"E,-"D)4#0HQ,B`P(#`@,3(@,C4N-C4@.#<W
M+C`U(%1M#0HH4VAA<F5H;VQD97)S(&%N9"!;V%R9"!O9B!\$7)E8W1O<G,I
M5&H-"C`@+3\$N,3(@5\$0-"BA#;&5V96QA;F0M0VQI9F9S(\$EN8R I5&H-"C`@
M+3(N,R!41`T**=E(&AA=F4@875D:71E9"!T:&4@<W1A=&5M96YT(&]F(\$-O
M;G-O;&ED871E9"!F:6YA;F-I86P@<]S:71I;VX@;V8@0VQE=F5L86YD+4-L
M:69F<R!);F,@86YD(\$-0;G-O;&ED871E9" I5&H-"B] &-"`Q(%1F#0HP("TQ
M+C\$R(%1\$#0HH<W5B<VED:6%R:(&%S(&]F(\$1E8V5M8F5R(#,Q+"`Q.3DY
M(&%N9)`Q.3DX+"!A;F0@=&AE(')E;&%T960@<W1A=&5M96YT<R!O9B!C;VYS
M;VQI9&%T960@:6YC;VUE+"!S:&%R96AO;&1E<G-<,C(R("E4:@T*5"H-"BAE
M<75I='D@86YD(&-A<V@@9FQO=W,@9F]R(&5A8V@@;V8@=&AE('!H<F5E('!E
M87)S(&EN('!H92!P97)I;V0@96YD960@1&5C96UB97(@,SSL(#\$Y.3D@
M=&5D(&EN('!H92!I;F1E>"!A="!I=&5M("E4:@T*5"H-"B@Q-%PH85PI+B!/
M=7(@875D:71S(&%L<V@@:6YC;'5D960@=&AE(&9I;F%N8VEA;"!S=&%T96UE
M;G0@<V-H961U;&4@;&ES=&5D(&EN('!H92!I;F1E>"!A="!)=&5M(#\$T7"AA
M7"DN(%1H97-E(&9I;F%N8VEA;" I5&H-"E0J#0HH<W1A=&5M96YT<R!A;F0@
M<V-H961U;&4@87)E('!H92!R97-P;VYS:6)I;&ET>2!O9B!T:&4@0V]M<&%N
M>5PR,C)S(&UA;F%G96UE;G0N(\$]U<B!R97-P;VYS:6)I;&ET>2!I<R!T;R!E
M>!R97-S(&%N("E4:@T*5"H-"BAO<&EN:6]N(&]N('!H97-E(&9I;F%N8VEA

M; " !S=&T96UE;G1S (&N9"!S8VAE9'5L92!B87-E9"!O;B!O=7 (@875D:71S M+B`I5&H-"C`@+3(N,R!41`T**%=E(&-O;F1U8W1E9"!O=7 (@875D:71S (&EN M (&C8V]R9&N8V4@=VET:"!A=61I=&EN9R!S=&N9&R9',@9V5N97)A;&QY M (&C8V5P=&5D (&EN ('1H92!5;FET960@4W1A=&5S+B!4: &]S92`I5&H-"C`@ M+3\$N,3 (@5\$0-"BAS=&N9&R9',@<F5Q=6ER92!T: &T ('!E (!L86X@86YD M ('!E<F90<FT@=&AE (&U9&ET ('!O (&]B=&I;B!R96%S;VYA8FQE (&S<W5R M86YC92!A8F]U="!W: &5T: &5R ('1H92!F:6YA;F-I86P@*51J#0I4*@T**'-T M871E;65N=',@87)E (&9R964@;V8@;6%T97)I86P@;6ES<W1A=&5M96YT+B!! M9;B!A=61I="!I;F-L=61E<R!E>&M:6YI;F<L (&]N (&\$@=&5S="!B87-I<RP@ M979I9&5N8V4@<W5P<&]R=&EN9R!T: &4@*51J#0I4*@T**&M;W5N=",@86YD M (&I<V-L;W-U<F5S (&EN ('1H92!F:6YA;F-I86P@<W1A=&5M96YT<RX@06X@ M875D:70@86QS;R!I;F-L=61E<R!A<W-E<W-I;F<@=&AE (&C8V]U;G1I;F<@ M<'I)I;F-I<@QE<R!U<V5D ("E4:@T*5"H-"BAA;F0@<VEG;FEF:6-A;G0@97-T M:6UA=&5S (&UA9&4@8GD@;6%N86E;65N="P@87,@=V5L;"!A<R!E=F%L=6%T M:6YG ('1H92!O=F5R86QL (&9I;F%N8VEA;"!S=&T96UE;G0@<'E)<V5N=&T M:6]N+B`I5&H-"EOJ#0HH5V4@8F5L:65V92!T: &T (&]U<B!A=61I=',@<'O M=FED92!A ('E87-O;F%B;&4@8F%S:7,@9F]R (&]U<B!O<&EN:6]N+B`I5&H-M`C`@+3(N,R!41`T**\$EN (&]U<B!O<&EN:6]N+"!T: &4@9FEN86Y:6%L ('-T M871E;65N=',@<F5F97)R960@=&\@86)O=F4@<'E)<V5N="!F86ER;'DL (&EN M (&L;"!M871E<FEA;"!R97-P96-T<RP@=&AE (&-O;G-O;&ED871E9``I5&H-M`C`@+3\$N,3 (@5\$0-"BAF:6YA;F-I86P@<&]S:71I;VX@;V8@0VQE=F5I86YD M+4-L:69F<R!) ;F,@86YD (&-O;G-O;&ED871E9"!S=6)S:61I87)I97,@870@ M1&5C96UB97 (@,S\$L (#\$Y.3D@86YD (#\$Y.3@L (&N9"!T: &4@*51J#0I4*@T* M*-&-O;G-O;&ED871E9"!R97-U;'1S (&]F ('1H96ER (&]P97)A=&EO;G,@86YD M ('1H96ER (&-A<V@@9FQ@=W,@9F]R (&5A8V@@;V8@=&AE ('1H<F5E ('EE87)S M (&EN ('1H92!P97)I;V0@96YD960@*51J#0I4*@T**\$1E8V5M8F5R (#,Q+"`Q M.3DY+"!I;B!C;VYF;W)M:71Y ('=I=&@86-C;W5N=&EN9R!P<FEN8VEP;&5S M (&=E;F5R86QL>2!A8V-E<'1E9"!I;B!T: &4@56YI=&5D (%-T871E<RX@06QS M;RP@:6X@;W5R ("E4:@T*5"H-"BAO<&EN:6]N+"!T: &4@<F5L871E9"!F:6YA M;F-I86P@<W1A=&5M96YT ('-C: &5D=6QE+"!W: &5N (&-O;G-I9&5R960@:6X@ M<F5L871I;VX@=&\@=&AE (&)A<VEC (&9I;F%N8VEA;"!S=&T96UE;G1S ('1A M:V5N ("E4:@T*5"H-"BAA<R!A ('=H;VQE+"!P<F5S96YT<R!F86ER;'D@:6X@ M86QL (&UA=&5R:6%L ('E<W!E8W1S ('1H92!I;F90<FUA=&EO;B!S970@9F]R M=&@=&AE<F5I;BX@*51J#0HS-RXS-B`M,BXS (%!\$#0HH+W,O (\$5R;G-T)"#8@ M66]U;F<@3\$Q0 ("E4:@T*+3,W+C,V ("TR+C,@5\$0-"BA#;&5V96QA;F0L (\$]H M:6\I5&H-"C`@+3\$N,3 (@5\$0-"BA*86YU87)Y (# (X+"`R,#`P ("E4:@T*,C (N M.#@<+3(N,R!41`T**#S ("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V)J#0HU M,R`P (&]B:@T*/#P-"#]O<F]C4V5T (%L04\$1& ("]497AT (%T-"B] &VYT (#P\ M#0HO1C (@-"`P (&-"B] &R`U (#`@4@T*+T8T (#8@,"!2#0H^/@T*+T5X=\$=3 M=&T92`\/`T*+T=3,2`W (#`@4@T*/CX-"CX^#0IE;F108FH-"C4U (#`@;V)J M#0H\/`T*+TQE;F=T:"`R.38S#0H^/@T*<W1R96%M#0I`5`T*+T8R (#\$@5&8-M`CSR (#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!<G<PT*,"!4 M8PT*,"!4=PT**`@ ("`@ ("`@ ("`@ ("`@ ("`@ ("E4:@T*+T8S (#\$@5&8-"C`@ M+3(N,S8@5\$0-"BA)5\$5-(#DN (\$-(04Y'15,@24X@04Y\$ (\$1)4T%4D5%345. M5%,@5TE42"!0T-/54Y404Y44R!/3B!0T-/54Y424Y' (\$%.1``I5&H-"C`@ M+3\$N,C (@5\$0-"BA&24Y13D-)04P@1\$E30TQ/4U5212XI5&H-"B] &B`Q (%1F M#0HP ("TR+C,T (%!\$#0HH ("`@ ("`@3F]N92XI5&H-"B] &R`Q (%1F#0HR,2XS M,B`M,BXS-B!41`T**%!!4E0@24E)*51J#0HM,C\$N,S (@+3(N-"!41`T**\$E4 M14T@,3`N (\$1)4D5#5\$]24R!3D0@15A#0U54259% (\$] &1DE#15)3 (\$] & (M12!214=)4U1204Y4+BE4:@T*+T8T (#\$@5&8-"C`@+3(N,S0@5\$0-"B@@ ("`@ M ("!4: &4@:6YF;W)M871I;VX@<F5G87)D:6YG (\$I<F5C=&]R<R!R97%U:7)E M9"!T;R!B92!F=7)N:7-H960@8GD@=&AI<R!)=&5M ('=I;&P@8F4@<V5T (&9O M<G1H (&EN ('1H92!#;VUP86YY7# (R,G,@*51J#0HP ("TQ+C\$R (%!\$#0HH4')O M>`D@4W1A=&5M96YT ('!O (%-E8W5R:71Y (\$AO;&1E<G,L ('!O (&)E (&9I;&5D M ('=I=&@=&AE (%-E8W5R:71I97,@86YD (\$5X8VAA;F=E (\$-O;6UI<W-I;VX@ M;VX@;W (@86)O=70@*51J#0I4*@T**\$UA<F-H (# (P+"`R,#`P+"!A;F0@:7,@ M:6YC;W)P)A=&5D (&AE<F5I;B!B>2!R969E<F5N8V4@86YD (&UA9&4@82!P M87)T (&AE<F509B!F<F]M ('1H92!0<F]X>2!3=&T96UE;G0@9G)O;2!T: &4@ M*51J#0I4*@T**&UA=&5R:6%L ('5N9&5R ('1H92!H96%D:6YG (%PR,C-%;&5C M=&EO;B!O9B!\$:7)E8W10<G-<,C (T+B!4: &4@:6YF;W)M871I;VX@<F5G87)D M:6YG (&5X96-U=&EV92!09F9I8V5R<R!R97%U:7)E9"!B>2!T: &ES ("E4:@T* M5"H-"BAI=&5M (&ES ('-E="!F;W)T:"!I;B!087)T (\$D@:&5R96]F ('5N9&5R M ('1H92!H96%D:6YG (%PR,C-%>&5C=71I=F4@3V9F:6-E<G,@;V8@=&AE (%E M9VES=')A;G1<,C (T+"!W: &EC:"!I;F90<FUA=&EO;B!I<R`I5&H-"EOJ#0HH M:6YC;W)P)A=&5D (&AE<F5I;B!B>2!R969E<F5N8V4N*51J#0HO1C,@,2!4 M9@T*,"`M,BXS-B!41`T**\$E414T@,3\$N (\$S814-55\$E612!#3TU014Y3051) M3TXN*51J#0HO1C0@,2!49@T*,"`M,BXS-"!41`T**`@ ("`@ (%1H92!I;F90 M<FUA=&EO;B!R97%U:7)E9"!T;R!B92!F=7)N:7-H960@8GD@=&AI<R!)=&5M M ('=I;&P@8F4@<V5T (&9O<G1H (&EN ('1H92!#;VUP86YY7# (R,G,@4')O>`D@ M4W1A=&5M96YT ('!O ("E4:@T*,"`M,2XQ,B!41`T**%-E8W5R:71Y (\$AO;&1E M<G,L ('!O (&)E (&9I;&5D ('=I=&@=&AE (%-E8W5R:71I97,@86YD (\$5X8VAA M;F=E (\$-O;6UI<W-I;VX@;VX@;W (@86)O=70@36%R8V@@,C`L (# (P,#`L (&N M9"!I<R`I5&H-"EOJ#0HH:6YC;W)P)A=&5D (&AE<F5I;B!B>2!R969E<F5N M8V4@86YD (&UA9&4@82!P87)T (&AE<F509B!F<F]M ('1H92!0<F]X>2!3=&T96UE;G0@9G)O;2!T: &4@;6%T97)I86P@=6YD97 (@=&AE ("E4:@T*5"H-"BAH M96%D:6YG<R!<,C (S17AE8W5T:79E (\$-O;7!E;G-A=&EO;EPR,C0@7"AE>&-L M=61I;F<@=&AE (\$-O;7!E;G-A=&EO;B!#;VUM:71T964@4F5P;W)T (&]N (\$5X M96-U=&EV92!#;VUP96YS871I;VY<*2P@*51J#0I4*@T**%PR,C-096YS:6]N M (\$)E;F5F:71S7# (R-"P@86YD ('1H92!F:7)S="!F:79E ('!A<F%G<F%P:',@ M=6YD97 (@7# (R,T%G<F5E;65N=',@86YD (%1R86YS86-T:6]N<UPR,CON*51J M#0HO1C,@,2!49@T*,"`M,BXS-B!41`T**\$E414T@,3 (N (%-0U522519 (\$]7 M3D524TA)4)!/1B!#15)404E. (\$)%3D5&24-)04P@3U=.15)3 (\$%.1!"!-04Y! M1T5-14Y4+BE4:@T*+T8T (#\$@5&8-"C`@+3(N,S0@5\$0-"B@@ ("`@ ("!4: &4@ M:6YF;W)M871I;VX@<F5Q=6ER960@=&\@8F4@9G5R;FES: &5D (&)Y ('1H:7,@ M271E;2!W:6QL (&)E ('-E="!F;W)T:"!I;B!T: &4@0V]M<&N>5PR,C)S (%!R

M;WAY(%-T871E;65N="!T;R`I5&H-"C`@+3\$N,3(@5\$0-"BA396-U<FET>2!(M;VQD97)S+`!T;R!B92!F:6QE9"!W:71H('1H92!396-U<FET:65S(&%N9"!%M>&-H86YG92!#;VUM:7-S:6]N(&]N(&]R(&%B;W5T(\$UA<F-H(#(P+"`R,#`P M+"!A;F0@:7,@*51J#0I4*`@T**&EN8V]R<&]R871E9"!H97)E:6X@8GD@<F5F M97)E;F-E(&%N9"!M861E(&\$@<&%R="!H97)E;V8@9G)O;2!T:;&4@4')O>'D@ M4W1A=&5M96YT(&9R;VT@=&AE(&UA=&5R:6%L('5N9&5R('1H92`I5&H-"E0J M#0HH:&5A9&EN9R!<,C(S4V5C=7)I=&EE<R!/=VYE<G-H:7`@;V8@36%N86=E M;65N="!A;F0@0V5R=&]I;B!/=&AE<B!097)S;VYS7#(R-"X15&H-"B]&,R`Q M(%1F#0HP("TR+C,V(%1\$#0HH251%32`Q,RX@0T525%)3B!214Q!5\$E/3E-(M25!3(\$%`1"!214Q!5\$5\$(%1204Y304-424).4RXI5&H-"B]&-"`Q(%1F#0HP M("TR+C,T(%1\$#0HH("`@("`@5&AE(&EN9F]R;6%T:6]N(')E<75I<F5D('1O M(&)E(&9U<FYI<VAE9"!B>2!T:&ES(\$ET96T@=VEL;"!B92!S970@9F]R=&@@ M:6X@=&AE(\$-O;7!A;GE<,C(R<R!0<F]X>2!3=&%T96UE;G0@=&@*51J#0HP M("TQ+C\$R(%1\$#0HH4V5C=7)I="D@2&]L9&5R<RP@=&@8F4@9FEL960@=VET M:"!T:&4@4V5C=7)I=&EE<R!A;F0@17AC:&%N9V4@0V]M;6ES<VEO;B!O;B!O M<B!A8F]U="!-87)C:"`R,"P@,C`P,"P@86YD(&ES("E4:@T*5"H-"BAI;F-O M<G!O<F%T960@:&5R96EN(&)Y(')E9F5R96YC92!A;F0@;6%D92!A('!A<G0@ M:&5R96]F(&9R;VT@=&AE(%!R;WAY(%-T871E;65N="!F<F]M('1H92!M871E M<FEA;"!C;VYT86EN960@:6X@*51J#0I4*`@T**&9O;W1N;W1E(%PH.%PI('1O M('1H92!3=6UM87)Y(\$-O;7!E;G-A=&EO;B!486)L92!U;F1E<B!T:;&4@:&5A M9&EN9R!<,C(S17AE8W5T:79E(\$-O;7!E;G-A=&EO;EPR,CON("E4:@T*,C(N M.#@@+3(N,R!41`T**`#T("E4:@T*150-"F5N9"-T<F5A;0T*96YD;V)J#0HU M-B`P(&]B:@T*/#P-"B]O<F]C4V5T(%LO4\$1&("]497AT(%T-"B]&;VYT(#P\ M#0HO1C(@-"`P(%(-"B]&,R`U(#`@4@T*+T8T(#8@,"!2#0H`@/T*+T5X=\$=3 M=&%HT92`\/`T*+T=3,2`W(#`@4@T*/CX-"CX^#0IE;F1O8FH-"C4X(#`@;V)J M#0H\`/`T*+TQE;F=T:"`S,C(X#0H`@/T*+T8R(#\$@5&8-M"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,!"4 M8PT*,!"4=PT**`@("`@("`@("`@("`@("`@("E4:@T*,C\$N-#0@+3(N,R!4 M1`T**%!4E0@258I5&H-"B]&,R`Q(%1F#0HM,C\$N-#0@+3(N,S8@5\$0-"BA) M5\$5-(#\$T+B!%6\$A)ODE44RP@1DE.04Y#24%,(%-4051%345.5"!30TA%1%5, M15,@04Y\$(%%)%4\$]25%,@3TX@1D]232`X+4LN*51J#0HO1C(@,2!49@T*,`M M,BXS-"!41`T**`@("`@(%PH85PI(%PH,5PI(&%N9"!<*#)*2U,:7-T(&]F M(\$9I;F%N8VEA;"!3=&%T96UE;G1S(&%N9"!&:6YA;F-I86P@4W1A=&5M96YT M(%-C:&5D=6QE<RX@*51J#0HP("TR+C,@5\$0-"B@("`@("!4:&4@9F]L;&]W M:6YG(&-O;G-O;&ED871E9"!F:6YA;F-I86P@<W1A=&5M96YT<R!O9B!T:&4@ MOV]M<&%N>2P@:6YC;'5D960@:6X@=&AE(\$%N;G5A;"!297!O<G0@=&@4V5C M=7)I="D@*51J#0HP("TQ+C\$R(%1\$#0HH2&]L9&5R<R!F;W(@=&AE('EE87(@ M96YD960@1&5C96UB97(@,S\$]L(#\$Y.3DL(&%R92!I;F-O<G!O<F%T960@8GD@ M<F5F97)E;F-E(&EN(\$ET96T@.#H@*51J#0HO1C0@,2!49@T*,`M,BXS(%1\$ M#0HH("`@("`@4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!&:6YA;F-I86P@ M4&]S:71I;VX@7#(R-RE4:@T*,`M,2XQ,B!41`T**`@("`@("`@("`@(\$1E M8V5M8F5R(#,Q+"`Q.3DY(&%N9"`Q.3DX("E4:@T*,`M,BXS(%1\$#0HH("`@ M("`@4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!);F-O;64@7#(R-R!996%R M<R!E;F1E9"E4:@T*,`M,2XQ,B!41`T**`@("`@("`@("`@(\$1E8V5M8F5R M(#,Q+"`Q.3DY+"`Q.3DX(&%N9"`Q.3DW("E4:@T*,`M,BXS(%1\$#0HH("`@ M("`@4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!#87-H(\$9L;W=S(%PR,C<@ M665A<G,@96YD960I5&H-"C`@+3\$N,3(@5\$0-"B@@("`@("`@("`@("!"\$96-E M;6)E<B`S,2P@,3DY.2P@,3DY."!A;F0@,3DY-R`I5&H-"C`@+3(N,R!41`T* M*`@("`@("`@("`@("`@(\$1E8V5M8F5R(#,Q+"`Q.3DY+"`Q.3DX(&%N9"`Q.3DW M("E4:@T*,`M,BXS(%1\$#0HH("`@("`@3F]T97,@=&@0V]N<V]L:61A=&5D M(\$9I;F%N8VEA;"!3=&%T96UE;G1S*51J#0I4*`@T**`@("`@("`@("`@(\$1H M92!F;VQL;W-I;F<@8V]N<V]L:61A=&5D(&9I;F%N8VEA;"!S=&%T96UE;G0@ M<V-H961U;&4@;V8@=&AE(\$-O;7!A;GD@:7,@:6YC;'5D960@:&5R96EN(&EN M(\$ET96T@,31<*%&1<*2`I5&H-"C`@+3\$N,3(@5\$0-"BAA;F0@871T86-H960@ M87,@17AH:6)I="`Y.5PH85PI+B`I5&H-"C`@+3(N,R!41`T**`@("`@("`@ M("`@("`@("`@("`@("E4:@T*5"H-"B@("`@("`@("`@("!"!;&P@;W1H97(@<V-H M961U;&5S(&9O<B!W:&EC:"!P<F]V:7-I;VX@:7,@;6%D92!I;B!T:&4@87!P M; &EC86)L92!A8V-O=6YT:6YG(')E9W5L871I;VX@;V8@=&AE(%-E8W5R:71I M97,@86YD("E4:@T*,`M,2XQ,B!41`T**\$X8VA;F=E(\$-O;6UI<W-I;VX@ M87)E(&YO="!R97%U:7)E9"!U;F1E<B!T:&4@<F5L871E9"!I;G-T<G5C=&EO M;G,@;W(@87)E(&EN87!P;&EC86)L92P@86YD('1H97)E9F]R92!H879E(&)E M96X@*51J#0I4*`@T**&]M:71T960N("E4:@T*,`M,BXS(%1\$#0HH("`@("`@ M("`@("`@("`@("`@("E4:@T*5"H-"BAB92!E9F9E8W1I=F4@2F%N=6%R>2`Q+"`R M,#`P.R!A;F0@7"R7"D@1F]R;2`X+4LL(&1A=&5D(\$1E8V5M8F5R(#,P+"`Q M.3DY+"!C;W9E<FEN9R!A(\$-O;7!A;GD@3F5W<R!296QE87-E("E4:@T*5"H-"B M"BP=6)L:7-H960@;VX@1&5C96UB97(@,C@L(#\$Y.3D@=VET:"!R97-P96-T M('1O(\$]U=&QQ;VL@9F]R(#(P,#`N("E4:@T*,`M,BXS(%1\$#0HH("`@("`@ M7"AC7"D@17AH:6)I=',@;&ES=&5D(&EN(\$ET96T@,31<*%&*&5PH,UPI(&%B M;W9E(&%R92!I;F-L=61E9"!O;B!P86=E<R`R-2TV,RX@*51J#0I4*`@T**`@ M("`@(%PH9%PI(%1H92!S8VAE9`5L92!L:7-T960@86)O=F4@:6X@271E;2`Q M-%PH85PI7"Q@7"D@86YD(%PH,EPI(&ES(&%T=&%C:&5D(&%S(\$X:&EB:70@ M.3E<*%&*&2!I;F-O<G!O<F%T960@:&5R96EN(&)Y("E4:@T*,`M,2XQ,B!4 M1`T**')E9F5R96YC92XI5&H-"B]&,R`Q(%1F#0HR,"XQ-"`M,BXS-B!41`T* M*`@-)1TY!5%215,I5&H-"B]&-"`Q(%1F#0HM,C`N,30@+3(N,S0@5\$0-"B@@

M("`@("!0=7)S=6%N="!T;R!T:&4@<F5Q=6ER96UE;G1S(&]F(%-E8W1I;VX0
M,3,@;V8@=&AE(%-E8W5R:71I97,@17AC:&%N9V4@06-T(&]F(#\$Y,SOL('1H
M92!296=I<W1R86YT(&AA<R!D=6QY("E4:@T*,"`M,2XQ,B!41`T**&-A=7-E
M9"!T:&ES(')E<&]R="!T;R!B92!S:6=N960@;VX@:71S(&E):&%L9B!B>2!T
M:&4@=6YD97)S:6=N960L('1H97)E=6YT;R!D=6QY(&%U=&AO<FEZ960N("E4
M:@T*+T8S(#\$@5&8-"C`@+3(N,S@05\$0-"BA#3\$5614Q!3DOM0TQ)1D93(\$E.
MORE4:@T*+T8T(#\$@5&8-"C`@+3(N,S0@5\$0-"BA">3H@+W,O(\$-Y;G1H:6\$@
MOBX@0F5Z:6LI5&H-"C`@+3\$N,3(@5\$0-"C`N,"`P,2!48PT*+3`N,"`P,2!4
M=PT**`"@(`@(%PR,C=<,C(W7#(R-UPR,C=<,C(W7#(R-UPR,C=<,C(W7#(R
M-UPR,C=<,C(W*51J#0I4*`T*,"!48PT*,"!4=PT**\$-Y;G1H:6\$@0BX@0F5Z
M:6LI5&H-"E0J#0HH4V5N:6]R(%9I8V4@4')E<VED96YT(%PR,C<@1FEN86YC
M92E4:@T*5"H-"BA\$871E.B!-87)C:"`Q-BP@,C`P,"`I5&H-"C(R+C@X("TR
M+C,@5\$0-"B@Q-2`I5&H-"D54#0IE;F1S="!)E86T-"F5N9&]B:@T*-3D@,"!O
M8FH-"CP\#0HO4')O8U-E="!;+U!\$1B`O5&5X="!="#0HO1F]N="`\ /T*+T8R
M(#0@,"!2#0HO1C,@-2`P(%(-"B]`&-"`V(#`@4@T*/CX-"B]`>'1'4W1A=&4@
M/#P-"B]`4SS@-R`P(%(-"CX^#0H^/@T*96YD;V)J#0HV,2`P(&]B:@T*/#P-
M"B]`,96YG=&@@,C@P-PT*/CX-"G-T<F5A;0T*0E0-"B]`&,B`Q(%1F#0HQ,B`P
M(#`@,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&<-"B]`4SS@9W,-"C`@5&,-"C`@
M5!<-"B@@"`@("`@("`@("`@("`@("`I5&H-"C`@+3(N,R!41`T**`"@("`@
M(%!U<G-U86YT('!O('!H92!R97%U:7)E;65N="!,@;V8@=&AE(%-E8W5R:71I
M97,@17AC:&%N9V4@06-T(&]F(#\$Y,SOL('1H:7,@<F5P;W)T(&AA<R!B965N
M('I9VYE9"1B96QO=R!B>2!T:&4@*51J#0HP("TQ+C\$R(%1\$#0HH9F]L;R!]W
M:6YG('!E<G-O;G,@;VX@8F5H86QF(&]F('!H92!296=I<W1R86YT(&%N9"!I
M;B!T:&4@8V%P86-I=&E<R!A;F0@;VX@=&AE(&1A=&5S(&EN9&EC871E9"X@
M*51J#0HX+C\$X("TQ+C\$R(%1\$#0HQ+C(W(%1C#0I;*`I+3<R.#`H("I+3\$Q
M-38P**`@*5U42@T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$U,RXU
M-R`X.30N,#D@5&T-"C`@5&,-"ELH4VEG;F%T=7)E<RDM,3\$U-#\$N,BA4:71L
M92DM,3`X.#(N,RA\$871E*5U42@T*150-"C`N-2!'#0HP(\$@H,"!J(#`N,C0@
M=R`Q,"!-(\$M="!D#0HQ(&D@#0HR,CDN,3<@.#@Y+C<W(&T-"C\$R,RXX,2`X
M.#DN-S<@;T*,3(S+C@Q(@#X.2XR-R!M#0HP,C,N.#\$@.#@Y+C(Y(&P-"E,-
M"C`@1PT*,3(S+C@Q(@#X.2XR.2!M#0HR,CDN,3<@.#@Y+C(Y(&P-"C(R.2XQ
M-R`X.#DN,CD@;0T*,C(Y+C\$W(@#X.2XR-R!L#0I3#0HP+C4@1PT*-#`T+C,W
M(#@X.2XR-R!M#0HR-<N-C4@.#@Y+C<W(&P-"C(T-RXV-2`X.#DN-S<@;0T*
M,COW+C8U(@#X.2XR.2!L#0I3#0HP(\$<-"C(T-RXV-2`X.#DN,CD@;0T*~#`T
M+C,W(#@X.2XR.2!L#0HT,#0N,S<@.#@Y+C(Y(&T-"COP-"XS-R`X.#DN-S<@
M;T*4PT*,XU(\$<-"COX."XS-R`X.#DN-S<@;0T*~#(R+C@U(@#X.2XR-R!L
M#0HT,C(N.#4@.#@Y+C<W(&T-"C0R,BXX-2`X.#DN,CD@;`T*4PT*,"!#0HT
M,C(N.#4@.#@Y+C(Y(&T-"COX."XS-R`X.#DN,CD@;T*~#EX+C,W(#@X.2XR
M.2!M#0HT.#@N,S<@.#@Y+C<W(&P-"E,-"D)4#0HO1C(@,2!49@T*,3`N,#<Y
M(#`@,"`Q,"XP-SD@,3(S+C@Q(@#W."XR-2!4;0T*6RA*+B!3+B!)<FEN>F`I
M+3<V,C`N,RA#:&%I<FUA;B!A;F0@OVAI968@17AE8W5T:79E("E=5\$H-"C\$R
M+C(X-CD@+3\$N,3\$Y,B!41`T**\$]F9FEC97(@86YD(%!R:6YC:7!A;"!%>5C
M=71I=F4@*51J#0I4*`T**\$]F9FEC97(@86YD(\$!I<F5C=&]R("E4:@T*,3<N
M,S@R-B`R+C(S.#,@5\$0-"BA-87)C:"`Q-BP@,C`P,"E4:@T*+3(Y+C8V.34@
M+3,N-#4R-R!41`T*6RA#B!"+B!"97II:RDM-S8R,"XS*%-E;FEO<B!6:6-E
M(%!R97-I9&5N="T@1FEN86YC92!A;F0@*5U42@T*,3(N,C@V.2`M,2XQ,3DQ
M(%1\$#0HH4')I;F-I<&%L(\$9I;F%N8VEA;"!/9F9I8V5R("E4:@T*,3<N,S@R
M-B`Q+C\$Q.3\$@5\$0-"BA-87)C:"`Q-BP@,C`P,"E4:@T*+3(Y+C8V.34@+3(N
M,S,S-2!41`T*6RA2+B!"+B!)O=7@I+3<S-#N,RA#;VY<F]L;5R(&%N
M9"!O<FEN8VEP86P@06-C;W5N=&EN9R`I751*#0HQ,BXR.#8Y("TQ+C\$Q.3(@
M5\$0-"BA/9F9I8V5R("E4:@T*,3<N,S@R-B`Q+C\$Q.3(@5\$0-"BA-87)C:"`Q
M-BP@,C`P,"E4:@T*+3(Y+C8V.34@+3(N-#(X."!41`T*6RA*+B!\$+B!)<F5L
M86YD+!)24DI+34X-#4N-"A\$:7)E8W10<B`I+3\$S.#`P+CDH36%R8V@@,38L
M(#(P,#`I751*#0HP("TQ+C(Q-#0@5\$0-"ELH1RX@1BX@2F]K;&EK*2TV-38T
M+C,H1&ER96-T;W(@*2TQ,S@P,"XY*\$UA<F-H(#\$V+"`R,#`P*5U42@T*5"H-
M"ELH3"X@3"X@2V%N=6LI+3<S.3DN,RA\$:7)E8W10<B`I+3\$S.#`P+CDH36%R
M8V@@,38L(#(P,#`I751*#0I4*`T*6RA!+B!+B!-87-S87)O*2TV-#4U+C0H
M1&ER96-T;W(@*2TQ,S@P,"XY*\$UA<F-H(#\$V+"`R,#`P*5U42@T*5"H-"ELH
M1BX@4BX@36-!;&QI<W1E<BDM-3<S,2XT*\$I<F5C=&]R("DM,3,X,#`N.2A-
M87)C:"`Q-BP@,C`P,"E=5\$H-"E0J#0I;*\$HN(\$,N(\$UO<FQE>2DM-S(X-RXS
M*\$I<F5C=&]R("DM,3,X,#`N.2A-87)C:"`Q-BP@,C`P,"E=5\$H-"E0J#0I;
M*%,N(\$(\$]R97-M86XI+38T-30N-"A\$:7)E8W10<B`I+3\$S.#`P+CDH36%R
M8V@@,38L(#(P,#`I751*#0I4*`T*6RA!+B!38VAW87)T>BDM-S,T-"XS*\$I
M<F5C=&]R("DM,3,X,#`N.2A-87)C:"`Q-BP@,C`P,"E=5\$H-"C\$R(#`@,"`Q
M,B`R-2XV-2`V.#(N-C4@5&T-"ELH("DM,C,Q,S`H0GDZ("]S+R!#>6YT:&EA
M(\$N(\$E)E>FEK*5U42@T*+T8T(#\$@5&8-"C(S+C,X("TQ+C\$R(%1\$#0HP+C`P
M,#\$@5&,"BTP+C`P,#\$@5!<-"B@@"`@("!<,C(W7#(R-UPR,C=<,C(W7#(R
M-UPR,C=<,C(W7#(R-UPR,C=<,C(W7#(R-UPR,C=<,C(W7#(R-UPR,C<I5&H-
M"E0J#0HP(%1C#0HP(%1W#0HH)"`@("7"#\$>6YT:&EA(\$N(\$E)E>FEK+"!A
M<R!!="!O<FYE>2UI;BU&86-T7"DI5&H-"BTR,RXS."`M,BXS(%1\$#0HH)"`@
M("3W)I9VEN86P@<&]W97)S(&]F(&%T=&]R;F5Y(&%U=&AO<FEZ:6YG(\$!O
M:&x@4RX@0G)I;GIO+"!#>6YT:&EA(\$N(\$E)E>FEK+"!*;W-E<&@2"X@0F%L
M;`=A>2P@2G(N+"!A;F0@2F]H;B!#+B`I5&H-"C`@+3\$N,3(@5\$0-"BA,96YH
M87)D(&%N9"!E86-H(&]F('!H96TL('!O('I9VX@=&AI<R!;!FUY86P@4F5P
M;W)T(&]N(\$90<FT@,3`M2R!A;F0@86UE;F1M96YT<R!T:&5R971O(&]N(&E
M:&%L9B!O9B!T:&4@*51J#0I4*`T**&%B;W9E+6YA;65D(&]F9FEC97)S(&%N
M9"!\$7)E8W10<G,@;V8@=&AE(%E9VES=")A;G0@:&%V92!B965N(&9I;&5D
M('I=&@@=&AE(%-E8W5R:71I97,@86YD(\$X8VAA;F=E("E4:@T*5"H-"BA#
M;VUM:7-S:6]N+B`I5&H-"C(R+C@X("TR+C,@5\$0-"B@Q-B`I5&H-"D54#0IE
M;F1S="!)E86T-"F5N9&]B:@T*-C(@,"!O8FH-"CP\#0HO4')O8U-E="!;+U!\$
M1B`O5&5X="!="#0HO1F]N="`\ /T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"B]`&
M-"`V(#`@4@T*/CX-"B]`>'1'4W1A=&4@/#P-"B]`4SS@-R`P(%(-"CX^#0H^
M/@T*96YD;V)J#0HV-"`P(&]B:@T*/#P-"B]`,96YG=&@@,S,R-PT*/CX-"G-T
M<F5A;0T*0E0-"B]`&,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M
M#0HP(&<-"B]`4SS@9W,-"C`@5&,-"C`@5!<-"B@@"`@("`@("`@("`@("`@

M(\$%G96YT("E4:@T*5"H-"BA<*%9I;&5D(&%S(\$5X:&EB:70@-%PH85PI('10
M(\$90<FT@,3`M42!O9B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!F:6QE9"!O;B`I
M5&H-"E0J#0HH075G=7-T(#\$R+"`Q.3DX(&%N9"!I;F-O<G!O<F%T960@8GD@
M<F5F97)E;F-E7"D@*51J#0HS,"XU,B`T+C0X(%1\$#0HH3F)T(\$%P<&QI8V%B
M;&4I5&H-"BTS,RXV("TU+C8X(%1\$#0I;*#1<*&=<*2DM,30Q,RXY*\$YO=&4@
M06=R965M96YT+"!D871E9"!A<R!O9B!\$96-E;6)E<B`Q-2P@,3DY-2P@86UO
M;F<@0VQE=F5L86YD+2E=5\$H-"C,N,#@@+3\$N,3(@5\$0-"BA#;&EF9G,@26YC
M(&%N9"!E86-H(&]F('!H92!0=7)C:&%S97)S(&YA;65D(&EN(%-C:&5D=6QE
M(\$D@=&AE<F5T;R!<*&9I;&5D("E4:@T*5"H-"BAA<R!%>&AI8FET(#1<*&Y<
M*2!T;R!&];W)M(\$P+4L@;V8@0VQE=F5L86YD+4-L:69F<R!) ;F,@9FEL960@
M;VX@36%R8V@@,C8L("E4:@T*5"H-"B@Q.3DV(&%N9"!I;F-O<G!O<F%T960@
M8GD@<F5F97)E;F-E7"D@*51J#0HS,"XU,B`S+C,V(%1\$#0HH3F)T(\$%P<&QI
M8V%B;&4I5&H-"B)&,R`Q(%1F#0HM,S`N-3(@+30N-C(@5\$0-"BA-871E<FEA
M;"!#;VYT<F%C="I5&H-"B]&,B`Q(%1F#0HM,RXP."`M,2XR-"!41`T*6R@Q
M,%PH85PI*2TY-CDN.2@J(\$-L979E;&%N9"U#;&EF9G,@26YC(%-U<'!L96UE
M;G1A;"!2971I<F5M96YT(\$E;F5F:70@4&QA;B!<*&%S("E=5\$H-"C,N,#@@
M+3\$N,3(@5\$0-"BA!;65N9&5D(&%N9"!297-T871E9"P@969F96-T:79E(\$IA
M;G5A<GD@,2P@,3DY.5PI("E4:@T*,S`N-3(@,2XQ,B!41`T**\$9I;&5D(\$AE
M<F5W:71H*51J#0HM,S,N-B`M,BXS,B!41`T*6R@Q,%PH8EPI*2TY,3,N.2@J
M(%-E=F5R86YC92!9W)E96UE;G1S(&)Y(&%N9"!B971W965N(\$-L979E;&%N
M9"U#;&EF9G,@26YC(&%N9" `I751*#0HS+C`X("TQ+C\$R(%1\$#0HH8V5R=&%I
M;B!E>&5C=71I=F4@;V9F:6-E<G,L(&1A=&5D(&%S(&]F(\$IA;G5A<GD@,2P@
M,C`P,"`I5&H-"C,P+C4R(#\$N,3(@5\$0-"BA&:6QE9"! (97)E=VET:"E4:@T*
M+3,S+C8@+3(N,S(@5\$0-"ELH,3!<*&-<*2DM.38Y+CDH*B!2971I<F5M96YT
M(&%N9"!#;VYS=6QT:6YG(\$%G<F5E;65N="P@9&%T960@87,@;V8@4V5P=&5M
M8F5R(#(L(#\$Y.3@L("E=5\$H-"C,N,#@@+3\$N,3(@5\$0-"BAB>2!A;F0@8F5T
M=V5E;B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!A;F0@32X@5&AO;6%S(\$UO;W)E
M(%PH9FEL960@87,@*51J#0I4*%T**\$5X:&EB:70@,3!<*&%<*2!T;R!&];W)M
M(#\$P+5\$@;V8@0VQE=F5L86YD+4-L:69F<R!) ;F,@9FEL960@;VX@3F]V96UB
M97(@*51J#0I4*%T**\$4L,3DY."!A;F0@:6YC;W)P;W)A=&5D(&)Y(')E9F5R
M96YC95PI("E4:@T*,S`N-3(@,RXS-B!41`T**\$YO="!<'!L:6-A8FQE*51J
M#0HM,S,N-B`M-"XU-B!41`T*6R@Q,%PH9%PI*2TY,3,N.2@J(\$-O;G-U;'!I
M;F<@86YD(\$YO;BU#;VUP971I=&EO;B!9W)E96UE;GOL(&5F9F5C=&EV92!*
M86YU87)Y(#\$L("E=5\$H-"C,N,#@@+3\$N,3(@5\$0-"BER,#`P+"!B>2!A;F0@
M8F5T=V5E;B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!A;F0@02X@4W1A;FQE>2!7
M97-T("E4:@T*5"H-"BA<*%-U;6UA<GD@1&5S8W)I<'!I;VY<*2`I5&H-"C,P
M+C4R(#(N,C0@5\$0-"BA&:6QE9"! (97)E=VET:"E4:@T*+3,S+C8@+3,N-#0@
M5\$0-"ELH,3!<*&5<*2DM.38Y+CDH*B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!A
M;F0@4W5B<VED:6%R:65S(\$UA;F%G96UE;G0@4&5R9F]R;6%N8V4@*5U42@T*
M,RXP."`M,2XQ,B!41`T**\$EN8V5N=&EV92!0;&%N+"!E9F9E8W1I=F4@2F%N
M=6%R>2`Q+"`Q.3DY(%PH4W5M;6%R>2!\$97-C<FEP=&EO;EPI("E4:@T*,S`N
M-3(@,2XQ,B!41`T**\$9I;&5D(\$AE<F5W:71H*51J#0HM,S,N-B`M,BXS,B!4
M1`T*6R@Q,%PH9EPI*2TQ,#@P+CDH1F]R;2!O9B!I;F1E;6YI9FEC871I;VX@
M86=R965M96YT<R!W:71H(\$1I<F5C=&]R<R!<*&9I;&5D(&%S(\$5X:&EB:70@
M,3`I751*#0HS+C`X("TQ+C\$R(%1\$#0HH7"AJ7"D@=&\@1F]R;2`Q,"U+(&]F
M(\$-L979E;&%N9"U#;&EF9G,@26YC(&9I;&5D(&]N(\$UA<F-H(#(V+"`Q.3DV
M(&%N9" `I5&H-"E0J#0HH:6YC;W)P;W)A=&5D(&)Y(')E9F5R96YC95PI("E4
M:@T*,S`N-3(@,BXR-"!41`T**\$YO="!<'!L:6-A8FQE*51J#0HM,S,N-B`M
M,RXT-"!41`T*6R@Q,%PH9UPI*2TY,3,N.2@J(\$-L979E;&%N9"U#;&EF9G,@
M26YC(#\$Y.#<@26YC96YT:79E(\$5Q=6ET>2!0;&%N+"!E9F9E8W1I=F4@87,@
M;V8@*5U42@T*,RXP."`M,2XQ,B!41`T**\$P<FEL(#(Y+"`Q.3@W(%PH9FEL
M960@87,@17A:6)I="`Q,%PH:%PI('10(\$90<FT@,3`M2R!O9B!#;&5V96QA
M;F0M0VQI9F9S("E4:@T*5"H-"BA);F,@9FEL960@;VX@36%R8V@@,C8L(#\$Y
M.3<@86YD(&EN8V]R<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C,P+C4R
M(#(N,C0@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+3,N-#0@5\$0-
M"ELH,3!<*&A<*2DM.3\$S+CDH*B!#;&5V96QA;F0M0VQI9F9S(\$EN8R`Q.3DR
M(\$EN8V5N=&EV92!%<75I='D@4&QA;B!<*&%S(\$M96YD960@86YD("E=5\$H-
M"C,N,#@@+3\$N,3(@5\$0-"BA297-T871E9"!A<R!O9B!-87D@,3,L(#\$Y.3=<
M*2P@969F96-T:79E(&%S(&]F(\$UA>2`Q,RP@,3DY-R!<*&9I;&5D(&%S("E4
M:@T*5"H-"BA!<'!E;F1I>"!!('!0(%!R;WAY(%-T871E;65N="!O9B!#;&5V
M96QA;F0M0VQI9F9S(\$EN8R!F:6QE9"!O;B!-87)C:"`I5&H-"E0J#0HH,C0L
M(#\$Y.3<@86YD(&EN8V]R<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C,P
M+C4R(#,N,S8@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*150-"C`N-2!G#0HQ
M(&D@#0HR-2XV-2`T-S0N.#\$@-34N.3(@+3\$N.3(@<F4-"F8-"D)4#0HQ,B`P
M(#`@,3(@,C4N-C4@-#8P+C\$W(%1M#0HP(<-"ELH*B`I+3\$Q,S`H4F5F;&5C
M="!;6%N86=E;65N="!C;VYT<F%C="!O<B!O=&AE<B!C;VUP96Y8710<GD@
M87)R86YG96UE;G0@<F5Q=6ER960@=&\@8F4@9FEL960@87,@86X@17A:6)I
M="!P=7)S=6%N="!T;R`I751*#0HQ+C@X("TQ+C\$R(%1\$#0HH271E;2`Q-%PH
M8UPI(&]F('!H:7,@4F5P;W)T+BE4:@T*,C\$@+3(N,R!41`T**\$X("E4:@T*
M150-"F5N9"-T<F5A;0T*96YD;V)J#0HV."`P(&]B:@T*/#P-"B]0<F]C4V5T
M(%LO4\$1&("]497AT(%T-"B]&;VYT(#P\#0HO1C(@-"`P(%(-"B]&,R`U(#`@
M4@T*/CX-"B]>'!4W1A=&4@/#P-"B]'4S@-R`P(%(-"CX"#0H"/@T*96YD
M;V)J#0HW,"`P(&]B:@T*/#P-"B],96YG=&@@,8SX-PT*/CX-"G-T<F5A;0T*
M0E0-"B]&,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.38Q<C`U(%1M#0HP(<-"
M"B]'4S@9W,-"C`@5&,-"C`@5`<-"B@@("`@("`@("`@("`@("`@("I5&H-
M"C,N-2`M,2XQ,B!41`T*,BXR,2!48PT*6R@@"("DQ-C(P**`I+3(V.3@P**`I
M,38P,"@*5U42@T*5"H-"C`@5&,-"ELH,3!<*&E<*2DM,3,U-2XY**I!;65N
M9&UE;G0@=&\@=&AE("E=5\$H-"C,N-3(@,2XQ,B!41`T**\$9I;&5D(\$AE<F5W:
M:79E(\$5Q=6ET>2!0;&%N(%PH07,@*5U42@T*,RXS("TQ+C\$R(%1\$#0HH06UE
M;F1E9"!A;F0@4F5S=&%T960@87,@;V8@36%Y(#\$S+"`Q.3DW7"DL(&5F9F5C
M=&EV92!-87D@,3\$L(#\$Y.3D@*51J#0I4*%T**\$PH9FEL960@87,@07!P96YD
M:7@0@2!T;R!0<F]X>2!3=&%T96UE;G0@;V8@0VQE=F5L86YD+4-R:L:69F<R!)
M;F,@9FEL960@;VX@*51J#0I4*%T**\$UA<F-H(#(R+"`Q.3DY(&%N9"!I;F-O
M<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J#0HS,"XS(#,N,S8@5\$0-"BA.
M;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+30N-38@5\$0-"ELH,3!<*&I<*2DM

M,3,U-2XY*"H@1F]R;2!O9B!.;VYQ=6%L:69I960@4W1O8VL@3W!T:6]N(\$%G
M<F5E;65N="!F;W(@3F]N96UP;&]Y964@*5U42@T*,RXS("TQ+C\$R(%1\$#0HH
M1&ER96-T;W)S(%PH9FEL960@87,@17AH:6)I="`Q,%PH:5PI('!O(\$9O<FT@
M,3`M2R!O9B!#;&5V96QA;F0MOVQI9F9S(\$EN8R!F:6QE9"!O;B!:=6=U
M;VX@36%8V@@,C4L(\$#Y.3@86YD(&EN8V]R<&]R871E9"!B>2!R969E<F5N
M8V5<*2!I5&H-"C,P+C,@,BXR-"!41`T**\$YO="!!<!L:6-A8FQE*51J#0HM
M,S,N-B`M,RXT-"!41`T*6R@Q,%PH:UPI*2TQ,3,S+CDH*B!&;W)M(&]F(\$EN
M<W1R=6UE;G0@;V8@06UE;F1M96YT(&]F(\$YO;G%U86QI9FEE9"!3=&]C:R!/
M<`!I;VX@*5U42@T*,RXS("TQ+C\$R(%1\$#0HH06=R965M96YT<R!F;W(@3F]N
M96UP;&]Y964@1&ER96-T;W)S+"!D871E9"!A<R!O9B!-87)C:"`Q-RP@,3DY
M-R`I5&H-"E0J#0HH7"AF:6QE9"!A<R!%>&AI8FET(\$P7"AA7"D@=&@1F]R
M;2`Q,"U1(&]F(\$-L979E;&%N9"U#;&EF9G,@26YC(&9I;&5D(&]N("E4:@T*
M5"H-"BA-87D@.2P@,3DY-R!A;F0@:6YC;W)P;W)A=&5D(&)Y(')E9F5R96YC
M95PI("E4:@T*,S`N,R`S+C,V(%1\$#0HH3F]T(\$P<&QI8V%B;&4I5&H-"BTS
M,RXV("TT+C4V(%1\$#0I;*\$P7"AL7"DI+3\$S-34N.2@J(\$%M96YD960@86YD
M(%)E<W1A=&5D(\$-L979E;&%N9"U#;&EF9G,@26YC(%)E=&ER96UE;G0@4&QA
M;B!F;W(@3F]N+2E=5\$H-"C,N,R`M,2XQ,B!41`T**\$M<&QO>65E(\$1I<F5C
M=&]R<R!E9F9E8W1I=F4@87,@;V8@2G5L>2`Q+"`Q.3DU(%PH9FEL960@87,@
M17AH:6)I="`Q,%PH85PI('!O("E4:@T*5"H-"BA&;W)M(\$P+5\$@;V8@0VQE
M=F5L86YD+4-L:69F<R!);F,@9FEL960@;VX@3F]V96UB97(@,3,L(\$#Y.38@
M86YD("E4:@T*5"H-"BAI;F-O<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J
M#OHS,"XS(#,N,S8@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+3ON
M-38@5\$0-"ELH,3!<*&U<*2DM.#4U+CDH*B!4<G5S="!!9W)E96UE;G0@3F\N
M(#\$@7"A!;65N9&5D(&%N9"!297-T871E9"!E9F9E8W1I=F4@2G5N92`Q+"`I
M751*#OHS+C,@+3\$N,3(@5\$0-"B@Q.3DW7"DL(&1A=&5D(\$IU;F4@,3(L(\$#Y
M.3<L(&)Y(&%N9"!B971W965N(\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!I
M5&H-"E0J#0HH2V5Y(%1R=7-T(\$-O;7!A;GD@;V8@3VAI;RP@3BY!+BP@5`)U
M<W1E92P@=VET:"!R97-P96-T('!O('!H92`I5&H-"E0J#0HH0VQE=F5L86YD
M+4-L:69F<R!);F,@4W5P<&QE;65N=&%L(%)E=&ER96UE;G0@0F5N969I="!0
M;&%N(&%N9"!C97)T86EN("E4:@T*5"H-"BAE;7!L;WEM96YT(&%G<F5E;65N
M=",@7"AF:6QE9"!A<R!%>&AI8FET(\$P7"AA7"D@=&@1F]R;2`Q,"U1(&]F
M("E4:@T*5"H-"BA#;&5V96QA;F0MOVQI9F9S(\$EN8R!F:6QE9"!O;B!:=6=U
M<W0@,3,L(\$#Y.3<@86YD(&EN8V]R<&]R871E9"!B>2`I5&H-"E0J#0HH<F5F
M97)E;F-E7"D@*51J#0HS,"XS(#8N-S(@5\$0-"BA.;W0@07!P;&EC86)L92E4
M:@T*+3,S+C8@+3<N.3(@5\$0-"ELH,3!<*&Y<*2DM,3\$S,RXY*"H@06UE;F1M
M96YT('!O(%1R=7-T(\$%G<F5E;65N="!.;RX@,2P@969F96-T:79E(&%S(&]F
M(\$IA;G5A<GD@,2P@,C`P,"P@*5U42@T*,RXS("TQ+C\$R(%1\$#0HH8GD@86YD
M(&)E="E96X@0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S="!!#
M;VUP86YY(&]F(\$)H:6\L("E4:@T*5"H-"BA.+D\$N+"!A<R!4<G5S=&5E("E4
M:@T*,S`N,R`R+C(T(%1\$#0HH1FEL960@2&5R97=I=&@I5&H-"BTS,RXV("TS
M+CO T(%1\$#0I;*\$P7"AO7"DI+3\$Q,S,N.2@J(%1R=7-T(\$%G<F5E;65N="!.
M;RX@,B!<*\$M96YD960@86YD(%)E<W1A=&5D(&5F9F5C=&EV92!*6YE(#\$L
M("E=5\$H-"C,N,R`M,2XQ,B!41`T**\$Y.3=<*2P@9&%T960@2G5N92`Q,BP@
M,3DY-RP@8GD@86YD(&)E="E96X@0VQE=F5L86YD+4-L:69F<R!);F,@86YD
M("E4:@T*5"H-"BA+97D@5`)U<W0@0V]M<&%N>2!O9B!/:&EO+"!+.D\$N+"!4
M<G5S=&5E+"!W:71H(')E<W!E8W0@=&@=&AE("E4:@T*5"H-"BA3979E<F%N
M8V4@4&%Y(%!L86X@9F]R(\$ME>2!%;7!L;WEE97,@;V8@0VQE=F5L86YD+4-L
M:69F<R!);F,L('!H92`I5&H-"E0J#0HH0VQE=F5L86YD+4-L:69F<R!);F,@
M4F5T96YT:6]N(%!L86X@9F]R(%-A;&%R:65D(\$M<&QO>65E<RP@86YD(&-E
M<G1A:6X@*51J#0I4*@\$T**\$M<&QO>6UE;G0@86=R965M96YT<R!<*&9I;&5D
M(&%S(\$5X:&EB:70@,3!<*&)<*2!T;R!&;W)M(\$P+5\$@;V8@*51J#0I4*@\$T*
M*\$-L979E;&%N9"U#;&EF9G,@26YC(&9I;&5D(&]N(\$U9W5S="`Q,RP@,3DY
M-R!A;F0@:6YC;W)P;W)A=&5D(&)Y("E4:@T*5"H-"BAR969E<F5N8V5<*2`I
M5&H-"C,P+C,@-RXX-"!41`T**\$YO="!!<!L:6-A8FQE*51J#0HM,M,S,N-B`M
M.2XP-"!41`T*6R@Q,%PH<%PI*2TQ,3,S+CDH*B!&;:7)S="!!;65N9&UE;G0@
M=&\@5`)U<W0@06=R965M96YT(\$YO+B`R(%PH06UE;F1E9"!A;F0@4F5S=&%T
M960@*5U42@T*,RXS("TQ+C\$R(%1\$#0HH969F96-T:79E(\$IU;F4@,2P@,3DY
M-UPI+"!D871E9"!*=6QY(#\$U+"`Q.3DW+"!B>2!A;F0@8F5T=V5E;B!#;&5V
M96QA;FOM*51J#0I4*@\$T**\$-L:69F<R!);F,@86YD(\$ME>2!4<G5S="!!#;VUP
M86YY(&]F(\$)H:6\L(\$XN02XL(%1R=7-T964@7"AF:6QE9"!A<R`I5&H-"E0J
M#0HH17AH:6)I="`Q,%PH8UPI('!O(\$9O<FT@,3`M42!O9B!#;&5V96QA;F0M
MOVQI9F9S(\$EN8R!F:6QE9"!O;B!:=6=U<W0@,3,L("E4:@T*5"H-"B@Q.3DW
M(&%N9"!I;F-O<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J#0HS,"XS(#0N
M-#@@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*150-"C`N-2!G#0HQ(&D@#0HR
M-2XV-2`T,3\$N-CD@-34N.3(@+3\$N,B!R90T*9@T*0E0-"C\$R(#`@,"`Q,B`R
M-2XV-2`S.3<N-S<@5&T-"C`@9PT*6R@J("DM,3\$S,"A2969L96-T<R!M86YA
M9V5M96YT(&-O;G1R86-T(&]R(&]T:&5R(&-O;7!E;G-A=&]R>2!A<G)A;F=E
M;65N="!R97%U:7)E9"!T;R!B92!F:6QE9"!A<R!A;B!%>&AI8FET('!U<G-U
M86YT('!O("E=5\$H-"C\$N.#@@+3\$N,3(@5\$0-"BA)=&5M(\$T7"AC7"D@;V8@
M=&AI<R!297!O<GON*51J#0HR,2`M,BXS(%1\$#0HH,3D@*51J#0I%5`T*96YD
M<W1R96%#0IE;F1O8FH-"C<Q(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@
M+U1E>`0@70T*+T90;G0@/#P-"B](&,B`T(#`@4@T*/CX-"B](>`!4W1A=&4@
M/#P-"B]`4S\$@-R`P(#-"CX^#0H^/@T*96YD;V)J#0HW-"`P(&]B:@T*/#P-
M"B]`96YG=&@@,S4Y-PT*/CX-"G-T<F5A;0T*0E0-"B](&,B`Q(%1F#0HQ;B`P
M(#`@,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&<-"B]`4S\$@9W,-"C`@5&,-"C`@
M5'<-"B@@"`@("`@("`@("`@("`@("`@("I5&H-"C,N-2`M,2XQ,B!41`T*,BXQ
M-2!48PT*6R@@"("DQ-30P*`I+3(W,#8P*`I,34R,"@*5U42@T*5"H-"C`@
M5&,-"ELH,3!<*&%*2DM,3`Y,RXY*"H@06UE;F1M96YT('!O(%1R=7-T(\$%G
M<F5E;65N="!.;RX@,BP@969F96-T:79E(&%S(&]F(\$IA;G5A<GD@,2P@,C`P
M,"P@*5U42@T*,RXR-B`M,2XQ,B!41`T**&)Y(&%N9"!B971W965N(\$-L979E
M;&%N9"U#;&EF9G,@26YC(&%N9"!+97D@5`)U<W0@0V]M<&%N>2!O9B!/:&EO
M+"`I5&H-"E0J#0HH3BY!+BP@87,@5`)U<W1E92`I5&H-"C,P+C,T(#(N,C@0
M5\$0-"BA&:6QE9"! (97)E=VET:"E4:@T*+3,S+C8@+3,N-#0@5\$0-"ELH,3!<
M*)<*2DM,3(V,"XY*"H@5`)U<W0@06=R965M96YT(\$YO+B`T+"!D871E9"!A
M<R!O9B! /8W1O8F5R(#(X+"`Q.3@W+"!B>2!A;F0@8F5T=V5E;B`I751*#OHS

M+C(V("TQ+C\$R(%1\$#0HH0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4
M<G5S="!#;VUP86YY(&]F(\$]H:6\L(\$XN02XL(%1R=7-T964L("E4:@T*+T8T
M(#\$@5&8-"E0J#0HH=VET:"!R97-P96-T('1O('1H92!0;&%N(&9O<B!\$969E
M<G)E9"!087EM96YT(&]F(\$I<F5C=&]R<UPR,C(@1F5E<R!<*+9I;&5D(&%S
M("E4:@T*+T8R(#\$@5&8-"E0J#0HH17AH:6)I="`Q,%PH<%PI('1O(\$9O<FT@
M,3`M2R!09B!#;&5V96QA;FOMOVQI9F9S(\$EN8R!F:6QE9"!O;B!-87)C:"`R
M-BP@*51J#0I4*@\$Y.38@86YD(&EN8V]R<&]R871E9"!B>2!R969E<F5N
M8V5<*2`I5&H-"C,P+C,T(#0N-#@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*
M+3,S+C8@+34N-C@5\$0-"ELH,3!<*`-<*2DM,3(P-"XY*"H@1FER<W0@06UE
M;F1M96YT('1O(%1R=7-T(\$%G<F5E;65N="!.;RX@-"P@9&%T960@87,@;V8@
M07!R:6P@.2P@,3DY,2P@*5U42@T*,RXR-B`M,2XQ,B!41`T**&)Y(&%N9"!B
M971W965N(\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!+97D@5')U<W0@0V]M
M<&%N>2!09B!/:&EO+"`I5&H-"E0J#0HH3BY!+BP@5')U<W1E92!A;F0@4V5C
M;VYD(\$%M96YD;65N="!T;R!4<G5S="!!9W)E96UE;G0@3F\N(#0L(&1A=&5D
M("E4:@T*5"H-"BAA<R!09B!-87)C:"`Y+"`Q.3DR+"!B>2!A;F0@8F5T=V5E
M;B!#;&5V96QA;FOMOVQI9F9S(\$EN8R!A;F0@2V5Y(%1R=7-T("E4:@T*5"H-
M"BA#;VUP86YY(&]F(\$]H:6\L(\$XN02XL(%1R=7-T964@7"AF:6QE9"!A<R!%
M>&AI8FET(#\$P7"AAQ7"D@=&\@1F]R;2`Q,"U+(&]F("E4:@T*5"H-"BA#;&5V
M96QA;FOMOVQI9F9S(\$EN8R!F:6QE9"!O;B!-87)C:"`R-BP@,3DY-B!A;F0@
M:6YC;W)P;W)A=&5D(&)Y("E4:@T*5"H-"BAR969E<F5N8V5<*2`I5&H-"C,P
M+C,T(#8N-S(@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+3<N.3(@
M5\$0-"ELH,3!<*`-<*2DM,3,Q-2XY*"H@5&AI<F0@06UE;F1M96YT('1O(%1R
M=7-T(\$%G<F5E;65N="!.;RX@-"P@9&%T960@2G5N92`Q,BP@,3DY-RP@8GD@
M*5U42@T*,RXR-B`M,2XQ,B!41`T**&%N9"!B971W965N(\$-L979E;&%N9"U#
M;&EF9G,@26YC(&%N9"!+97D@5')U<W0@0V]M<&%N>2!09B!/:&EO+"`I5&H-
M"E0J#0HH3BY!+BP@5')U<W1E92!<*+9I;&5D(&%S(\$X:&EB:70@,3!<*+&1<
M*2!T;R!&W)M(#\$P+5\$@;V8@0VQE=F5L86YD+4-L:69F<R`I5&H-"E0J#0HH
M26YC(&9I;&5D(&)N(\$%U9W5S="`Q,RP@,3DY-R!A;F0@:6YC;W)P;W)A=&5D
M(&)Y(')E9F5R96YC95PI("E4:@T*,S`N,S0@,RXS-B!41`T**\$YO="!<`!L
M:6-A8FQE*51J#0HHM,S,N-B`M-"XU-B!41`T*6R@Q,%PH=5PI*2TQ,#DS+CDH
M*B!4<G5S="!!9W)E96UE;G0@3F\N(#4L(&1A=&5D(&%S(&]F(\$]C=&]B97(@
M,C@L(#\$Y.#<L(&)Y(&%N9"!B971W965N("E=5\$H-"C,N,C8@+3\$N,3(@5\$0-
M"BA#;&5V96QA;FOMOVQI9F9S(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A;GD@
M;V8@3VAI;RP@3BY!+BP@5')U<W1E92P@*51J#0I4*@\$T**`I=&@<F5<C&5C
M="!T;R!T:&4@0VQE=F5L86YD+4-L:69F<R!);F,@5F]L=6YT87)Y(\$YO;BU1
M=6%L:69I960@*51J#0I4*@\$T**\$1E9F5R<F5D(\$-O;7!E;G-A=&EO;B!O;&%N
M(%PH9FEL960@87,@17AH:6)I="`Q,%PH<EPI('1O(\$9O<FT@,3`M2R!09B`I
M5&H-"E0J#0HH0VQE=F5L86YD+4-L:69F<R!);F,@9FEL960@;VX@36%R8V@
M,C8L(#\$Y.38@86YD(&EN8V]R<&]R871E9"!B>2`I5&H-"E0J#0HH<F5F97)E
M;F-E7`D@*51J#0HS,"XS-"`U+C8@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*
M+3,S+C8@+38N."!41`T*6R@Q,%PH=EPI*2TQ,#DS+CDH*B!&(:)S="!!;65N
M9&UE;G0@=&\@5')U<W0@06=R965M96YT(\$YO+B`U+"!D871E9"!A<R!09B!-
M87D@,3(L(#\$Y.#DL("E=5\$H-"C,N,C8@+3\$N,3(@5\$0-"BAB>2!A;F0@8F5T
M=V5E;B!#;&5V96QA;FOMOVQI9F9S(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A
M;GD@;V8@3VAI;RP@*51J#0I4*@\$T**\$XN02XL(%1R=7-T964L(%-E8V]N9"!!
M;65N9&UE;G0@=&\@5')U<W0@06=R965M96YT(\$YO+B`U+"!D871E9"!A<R`I
M5&H-"E0J#0HH;V8@07!R:6P@.2P@,3DY,2P@8GD@86YD(&)E='=E96X@0VQE
M=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S="`I5&H-"E0J#0HH0V]M
M<&%N>2!09B!/:&EO+"!+D\$N+"!4<G5S=&5E(&%N9"!4:ER99"!;!;65N9&UE
M;G0@=&\@5')U<W0@*51J#0I4*@\$T**\$%G<F5E;65N="!.;RX@-2P@9&%T960@
M87,@;V8@36%R8V@.2P@,3DY,BP@8GD@86YD(&)E='=E96X@0VQE=F5L86YD
M+2E4:@T*5"H-"BA#;&EF9G,@26YC(&%N9"!+97D@5')U<W0@0V]M<&%N>2!O
M9B!/:&EO+"!+D\$N+"!4<G5S=&5E(%PH9FEL960@87,@*51J#0I4*@\$T**\$5X
M:&EB:70@,3!<*`-<*2!T;R!&W)M(#\$P+4L@;V8@0VQE=F5L86YD+4-L:69F
M<R!);F,@9FEL960@;VX@36%R8V@,C8L("E4:@T*5"H-"B@Q.3DV(&%N9"!I
M;F-O<G!O<F%T960@8GD@<F5F97)E;F-E7`D@*51J#0HS,"XS-"`X+CDV(%1\$
M#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"BTS,RXV("TQ,"XQ-B!41`T*6R@Q,%PH
M=UPI*2TX-S\$N.2@J(\$90=7)T:"!;!;65N9&UE;G0@=&\@5')U<W0@06=R965M
M96YT(\$YO+B`U+"!D871E9"!;W9E;6)E<B`Q."P@*5U42@T*,RXR-B`M,2XQ
M,B!41`T**\$Y.30L(&)Y(&%N9"!B971W965N(\$-L979E;&%N9"U#;&EF9G,@
M26YC(&%N9"!+97D@5')U<W0@0V]M<&%N>2!09B`I5&H-"E0J#0HH3VAI;RP@
M3BY!+BP@5')U<W1E92`I5&H-"C,P+C,T(#N,C0@5\$0-"BA;&6QE9"! (97)E
M=VET:"E4:@T*150-"C`N-2!G#0HQ(&D@#0HR-2XV-2`T,C8N,#D@-34N.3(@
M+3\$N,B!R90T*9@T*0E0-"C\$R(#`@,"`Q,B`R-2XV-2`T,3(N,3<@5&T-"C@
M9PT*6R@J("DM,3\$S,"A2969L96-T<R!M86YA9V5M96YT(&-O;G1R86-T(&]R
M(&]T:&5R(&-O;7!E;G-A=&]R>2!A<G)A;F=E;65N="!R97!U:7)E9"!T;R-B
M92!F:6QE9"!A<R!A;B!>&AI8FET('!U<G-U86YT('1O("E=5\$H-"C\$N.#@@
M+3\$N,3(@5\$0-"BA)=&5M(#\$T7"AC7"D@;V8@=&AI<R!297!O<GON*51J#0HR
M,2`M,BXS(%1\$#0HH,C`@*51J#0I%5`T*96YD<W1R96%M#0IE;F1O8FH-"C<U
M(#`@;V)J#0H\`T*+U]R;V-3970@6R]01\$8@+U1E>`0@70T*+T90;G0@/#P-
M"B]@,B`T(#`@4@T*+T8T(#8@,"!2#0H^/@T*+T5X=\$=3=&%T92`\`T*+T=3
M,2`W(#`@4@T*/CX-"CX`#0IE;F1O8FH-"C<W(#`@;V)J#0H\`T*+TQE;F=T
M:"`S,S(P#0H^/@T*+W1R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R
M-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`@
M("`@("`@("`@("`@("E4:@T*,RXU("TQ+C\$R(%1\$#0HR+C0S(%1C#0I;
M*`@*3\$X.#`H("DM,C8T.#`H("DQ-S(P*`I751*#0I4*@\$T*,"!48PT*6R@Q
M,%PH>%PI*2TQ,SSS+CDH*B!&:69T:"!;!;65N9&UE;G0@=&\@5')U<W0@06=R
M965M96YT(\$YO+B`U+"!D871E9"!-87D@,C,L(#\$Y.3<L(&)Y("E=5\$H-"C,N
M-#@@+3\$N,3(@5\$0-"BAA;F0@8F5T=V5E;B!#;&5V96QA;FOMOVQI9F9S(\$EN
M8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A;GD@;V8@3VAI;RP@*51J#0I4*@\$T**\$XN
M02XL(%1R=7-T964@7"AF:6QE9"!A<R!>&AI8FET(#\$P7"AE7"D@=&\@1F]R
M;2`Q,"U1(&]F(\$-L979E;&%N9"U#;&EF9G,@*51J#0I4*@\$T**\$EN8R!F:6QE
M99"!O;B!!=6=U<W0@,3,L(#\$Y.3<@86YD(&EN8V]R<&]R871E9"!B>2!R969E
M<F5N8V5<*2`I5&H-"C,P+C\$R(#,N,S8@5\$0-"BA.;W0@07!P;&EC86)L92E4
M:@T*+3,S+C8@+30N-38@5\$0-"ELH,3!<*`E<*2DM,3,Q,RXY*"H@06UE;F1E

M9"!A;F0@4F5S=&%T960@5')U<W0@06=R965M96YT(\$YO+B`V+`!D871E9"!A
M<R!O9B!-87)C:"`Y+`"I751*#0HS+C0X("TQ+C\$R(%1\$#0HH,3DY,BP@8GD@
M86YD(&E)E'='E96X@0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S
M="!#;VUP86YY(&]F("E4:@T*5"H-"BA"/:&EO+`!.+D\$N+`!4<G5S=&5E+"!W
M:71H(")E<W!E8W0@=&@:6YD96UN:69I8V\$T:6]N(&%G<F5E;65N=',@=VET
M:"`I5&H-"EOJ#0HH9&ER96-T;W)S(%PH9FEL960@87,@17AH:6)I="`Q,%PH
M=%PI('!O(\$90<FT@,3`M2R!O9B!#;&5V96QA;F0M0VQI9F9S(\$EN8R`I5&H-
M"E0J#0HH9FEL960@;VX@36%R8V@,C8L(#\$Y.38@86YD(&EN8V]R<&]R871E
M9"!B>2!R969E<F5N8V5<*2`I5&H-"C,P+C\$R(#0N-#@@5\$0-"BA.;W0@07!P
M;&EC86)L92E4:@T*+3,S+C8@+34N-C@@5\$0-"ELH,3!<*`I<*2DM,3,V.2XY
M*"H@1FER<W0@06UE;F1M96YT('!O(\$M96YD960@86YD(%E)E<W1A=&5D(%1R
M=7-T(\$%G<F5E;65N="!.;RX@-BP@*5U42@T*,RXT."`M,2XQ,B!41`T**&1A
M=&5D(\$IU;F4@,3(L(\$#Y.3<L(&Y(&%N9"!B971W965N(\$-L979E;&%N9"U#
M;&EF9G,@26YC(&%N9"!+97D@*51J#0I4*@T**%1R=7-T(\$-O;7!A;GD@;V8@
M3VAI;RP@3BY!+BP@5')U<W1E92!<*9I;&5D(&%S(\$5X:&EB:70@,3!<*9<
M*2!T;R`I5&H-"EOJ#0HH1F]R;2`Q,"U1(&]F(\$-L979E;&%N9"U#;&EF9G,@
M26YC(&9I;&5D(&]N(\$U9W5S="`Q,RP@,3DY-R!A;F0*51J#0I4*@T**&EN
M8V]R<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C,P+C\$R(#0N-#@@5\$0-
M"BA.;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+34N-C@@5\$0-"ELH,3!<*9<
M7"DI+3DR-2XY*"H@5')U<W0@06=R965M96YT(\$YO+B`W+`!D871E9"!A<R!O
M9B!<!)I;"`Y+`"Q.3DQ+"!B>2!A;F0@8F5T=V5E;B`I751*#0HS+C0X("TQ
M+C\$R(%1\$#0HH0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S="!#
M;VUP86YY(&]F(\$]H:6\L(\$XN02XL(%1R=7-T964L("E4:@T*5"H-"BAW:71H
M(')E<W!E8W0@=&@=&AE(\$-L979E;&%N9"U#;&EF9G,@26YC(%-U<`!L96UE
M;G1A;"!2971I<F5M96YT("E4:@T*5"H-"BA"96YE9FET(%!L86XL(&%S(&%M
M96YD960@8GD@1FER<W0@06UE;F1M96YT('!O(%1R=7-T(\$%G<F5E;65N="`I
M5&H-"EOJ#0HH3F\N(<#L(&Y(&%N9"!B971W965N(\$-L979E;&%N9"U#;&EF
M9G,@26YC(&%N9"!+97D@5')U<W0@0V]M<&%N>2!O9B`I5&H-"EOJ#0HH3VAI
M;RP@3BY!+BP@5')U<W1E92!<*9I;&5D(&%S(\$5X:&EB:70@,3!<*5<*2!T
M;R!&]W)M(#\$P+4L@;V8@0VQE=F5L86YD+2E4:@T*5"H-"BA#;&EF9G,@26YC
M(&9I;&5D(&]N(\$UA<F-H(#(V+"`Q.3DV(&%N9"!I;F-O<G!O<F%T960@8GD@
M<CF5F97)E;F-E7"D@*51J#0HS,"XQ,B`V+C<R(%1\$#0HH3F]T(\$%P<&QI8V%B
M;&4I5&H-"BTS,RXV("TW+CDR(%1\$#0I;*#\$P7"AB8EPI*2TX,3,N.2@J(%-E
M8V]N9"!;65N9&UE;G0@=&@5')U<W0@06=R965M96YT(\$YO+B`W+`!D871E
M9"!.;W9E;6)E<B`Q."P@*5U42@T*,RXT."`M,2XQ,B!41`T**#\$Y.30L(&Y
M(&%N9"!B971W965N(\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!+97D@5')U
M<W0@0V]M<&%N>2!O9B`I5&H-"EOJ#0HH3VAI;RP@3BY!+BP@5')U<W1E92`I
M5&H-"C,P+C\$R(#N,C@5\$0-"BA&6QE9"! (97)E=VET:"E4:@T*+3,S+C8@
M+3,N-#0@5\$0-"ELH,3!<*9-C7"DI+3DR-2XY*"H@5&AI<F0@06UE;F1M96YT
M('!O(%1R=7-T(\$%G<F5E;65N="!.;RX@-RP@9&%T960@36%Y(#(S+"`Q.3DW
M+"!B>2`I751*#0HS+C0X("TQ+C\$R(%1\$#0HH86YD(&E)E'='E96X@0VQE=F5L
M86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S="!#;VUP86YY(&]F(\$]H:6\L
M("E4:@T*5"H-"BA.+D\$N+`!4<G5S=&5E(%PH9FEL960@87,@17AH:6)I="`Q
M,%PH9UPI('!O(\$90<FT@,3`M42!O9B!#;&5V96QA;F0M0VQI9F9S("E4:@T*
M5"H-"BA);F,@9FEL960@;VX@075G=7-T(#\$S+"`Q.3DW(&%N9"!I;F-O<G!O
M<CF%T960@8GD@CF5F97)E;F-E7"D@*51J#0HS,"XQ,B`S+C,V(%1\$#0HH3F]T
M(\$%P<&QI8V%B;&4I5&H-"BTS,RXV("TT+C4V(%1\$#0I;*#\$P7"AD9%PI*2TX
M,3,N.2@J(\$90=7)T:"!;65N9&UE;G0@=&@5')U<W0@06=R965M96YT(\$YO
M+B`W+`!D871E9"!*=6QY(#\$U+"`Q.3DW+"!B>2`I751*#0HS+C0X("TQ+C\$R
M(%1\$#0HH86YD(&E)E'='E96X@0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME
M>2!4<G5S="!#;VUP86YY(&]F(\$]H:6\L("E4:@T*5"H-"BA.+D\$N+`!4<G5S
M=&5E(%PH9FEL960@87,@17AH:6)I="`Q,%PH:PI('!O(\$90<FT@,3`M42!O
M9B!#;&5V96QA;F0M0VQI9F9S("E4:@T*5"H-"BA);F,@9FEL960@;VX@075G
M=7-T(#\$S+"`Q.3DW(&%N9"!I;F-O<G!O<F%T960@8GD@CF5F97)E;F-E7"D@
M*51J#0HS,"XQ,B`S+C,V(%1\$#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"D54#0HP
M+C4@9PT*,2I(`T*,C4N-C4@-#DS+C(Y(#4U+CDR("TQ+C(@<F4-"F8-"D)4
M#0HQ,B`P(#`@,3(@,C4N-C4@-#Y+CW(%1M#0HP(<@-"ELH*B`I+3\$Q,S`H
M4F5F;&5C=',@;6%N86=E;65N="!C;VYT<F%C="!O<B!O=&AE<B!C;VUP96YS
M871O<GD@87)R86YG96UE;G0@<F5Q=6ER960@=&\@8F4@9FEL960@87,@86X@
M17AH:6)I="!P=7)S=6%N="!T;R`I751*#0HQ+C@X("TQ+C\$R(%1\$#0HH271E
M;2`Q-%PH8UPI(&]F('!H:7,@4F5P;W)T+BE4:@T*,C\$@+3(N,R!41`T**#(Q
M("E4:@T*150-"F5N9-T<F5A;0T*96DV;V)J#0HW."`P(&]B:@T*/#P-"B]0
M<F]C4V5T(%L04\$1&("]497AT(%T-"B]&VYT(#P#0HO1C(@-"`P(%-"CX^
M#0HO17AT1U-T871E(#P#0HO1U,Q(<#@,!"!2#0H^/T*/CX-"F5N9&]B:@T*
M.#`@,"!O8FH-"CP\#0HO3&5N9W1H(#,T-C0-"CX^#0IS=")E86T-"D)4#0HO
M1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,!"!G#0HO1U,Q
M(&=S#0HP(%1C#0HP(%1W#0HH("`@("@"@("@"@("@"@*51J#0HR+C,T
M("TQ+C\$R(%1\$#0HP+C@U(%1C#0I;*`I+3\$V-C`H("I+3(Y.#@P*`@*5U4
M2@T*5"H-"C`@5&,-"ELH,3!<*9E7"DI+3\$S,#4N.2@J(\$M96YD;65N="!T
M;R!4<G5S="!;9W)E96UE;G0@3F\N(<#L(&5F9F5C=&EV92!A<R!O9B!*86YU
M87)Y(#\$L(#(P,#`L(&Y)E="5\$H-"C,N.#8@+3\$N,3(@5\$0-"BAA;F0@8F5T
M=V5E;B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A
M;GD@;V8@3VAI;RP@3BY!+BP@87,@*51J#0I4*@T**%1R=7-T964@*51J#0HS
M,BXP."`R+C(T(%1\$#0HH1FEL960@2&5R97=I=&@I5&H-"BTS-2XY-"`M,RXT
M-"!41`T*6R@Q,%PH9F9<*2DM,34R-RXY*"H@5')U<W0@06=R965M96YT(\$YO
M+B`X+`!D871E9"!A<R!O9B!<!)I;"`Y+`"Q.3DQ+"!B>2!A;F0@8F5T=V5E
M;B`I751*#0HS+C@V("TQ+C\$R(%1\$#0HH0VQE=F5L86YD+4-L:69F<R!);F,@
M86YD(\$ME>2!4<G5S="!#;VUP86YY(&]F(\$]H:6\L(\$XN02XL(%1R=7-T964L
M('I=&@*51J#0I4*@T**')E<W!E8W0@=&@=&AE(\$-L979E;&%N9"U#;&EF
M9G,@26YC(%E)=&ER96UE;G0@4QA;B!F;W(@3F]N+45M<&QO>65E("E4:@T*
M5"H-"BA\$:7)E8W1O<G,L(&%S(&%M96YD960@8GD@1FER<W0@06UE;F1M96YT
M('!O(%1R=7-T(\$%G<F5E;65N="!.;RX@."P@9&%T960@*51J#0I4*@T**&S
M(&]F(\$UA<F-H(#DL(\$#Y.3(@8GD@86YD(&E)E'='E96X@0VQE=F5L86YD+4-L
M:69F<R!);F,@86YD(\$ME>2!4<G5S="`I5&H-"EOJ#0HH0V]M<&%N>2!O9B!/M:
M:&EO+`!.+D\$N+`!4<G5S=&5E(%PH9FEL960@87,@17AH:6)I="`Q,%PH=EIPI

M('1O(\$90<FT@,3`M2R!O9B`I5&H-"E0J#0HH0VQE=F5L86YD+4-L:69F<R!)
M;F,@9FEL960@;VX@36%R8V@@,C8L(#\$Y.38@86YD(&EN8V]R<&]R871E9"!B
M>2!R969E<F5N8V5<*2`I5&H-"C,R+C`X(#8N-S(@5\$0-"BA.;W0@07!P;&EC
M86)L92E4:@T*+3,U+CDT("TW+CDR(%1\$#0I;*#P7"AG9UPI*2TQ,3DS+CDH
M*B!396-O;F0@06UE;F1M96YT('1O(%1R=7-T(\$%G<F5E;65N="!.;RX@."P
M9&%T960@2G5N92`Q,BP@,3DY-RP@8GD@*5U42@T*,RXX-B`M,2XQ,B!41`T*
M*&%N9"!B971W965N(\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!+97D@5')U
M<W0@0V]M<&%N>2!O9B!/:&EO+!"+D\$N+"`I5&H-"E0J#0HH5')U<W1E92!<
M*&9I;&5D(&%S(\$5X:&EB:70@,3!<*&E<2!T;R!&;W)M(#\$P+5\$@;V8@0VQE
M=F5L86YD+4-L:69F<R!);F,@9FEL960@;VX@*51J#0I4*@T**\$%U9W5S="`Q
M,RP@,3DY-R!A;F0@:6YC;W)P;W)A=&5D(&)Y(')E9F5R96YC95PI("E4:@T*
M,S(N,#@@,RXS-B!41`T**\$YO="!<'!L:6-A8FQE*51J#0HM,S4N.30@+30N
M-38@5\$0-"ELH,3!<*&AH7"DI+3\$Q.3,N.2@J(\$1R=7-T(\$%G<F5E;65N="!.
M;RX@.2P@9&%T960@87,@;V8@3F]V96UB97(@,C`L(#\$Y.38L(&)Y(&%N9"!B
M971W965N("E=5\$H-"C,N.#8@+3\$N,3(@5\$0-"BA#;&5V96QA;F0M0VQI9F9S
M(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A;GD@;V8@3VAI;RP@3BY!+BP@5')U
M<W1E92P@=VET:"`I5&H-"B]@-"`Q(%1F#0I4*@T**')E<W!E8W0@=&@=&AE
M(\$-L979E;&%N9"U#;&EF9G,@26YC(\$YO;F5M<&QO>65E(\$1I<F5C=&])R<UPR
M,C(@4W5P<&QE;65N=&%L("E4:@T*5"H-"BA#;VUP96YS871I;VX@4&QA;B!<
M*&9I;&5D(&%S(\$5X:&EB:70@,3!<*'9<2!T;R!&;W)M(#\$P+4L@;V8@0VQE
M=F5L86YD+4-L:69F<R`I5&H-"E0J#0HH26YC(&9I;&5D(&N(\$UA<F-H(#(V
M+"`Q.3DW(&%N9"!I;F-<O<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J#0HS
M,BXP."`T+COX(%1\$#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"BTS-2XY-"`M-2XV
M."!41`T*6R@Q,%PH:6E<*2DM,38S-RXY*"H@5')U<W0@06=R965M96YT(\$YO
M+B`Q,"P@9&%T960@87,@;V8@3F]V96UB97(@,C`L(#\$Y.38L(&)Y(&%N9"!B
M971W965N("E=5\$H-"C,N.#8@+3\$N,3(@5\$0-"BA#;&5V96QA;F0M0VQI9F9S
M(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A;GD@;V8@3VAI;RP@3BY!+BP@5')U
M<W1E92P@=VET:"`I5&H-"E0J#0HH<F5S<&5C="!T;R!T:@4@0VQE=F5L86YD
M+4-L:69F<R!);F,@3F]N96UP;&]Y964@1&ER96-T;W)S7#(R,B!#;VUP96YS
M871I;VX@*51J#0I4*@T**%!L86X@7"AF:6QE9"!A<R!%>&AI8FET(#\$P7"AW
M7"D@=&@1F]R;2`Q,"U+(&]F(\$-L979E;&%N9"U#;&EF9G,@26YC(&9I;&5D
M(&]N("E4:@T*5"H-"BA-87)C:"`R-BP@,3DY-R!A;F0@:6YC;W)P;W)A=&5D
M(&)Y(')E9F5R96YC95PI("E4:@T*,S(N,#@@-"XT."!41`T**\$YO="!<'!L
M:6-A8FQE*51J#0HM,S4N.30@+34N-C@5\$0-"ELH,3!<*&I7"DI+3\$V,S<N
M.2@J(\$-L979E;&%N9"U#;&EF9G,@26YC(\$-H86YG92!I;B!#;VYT<F]L(%-E
M=F5R86YC92!087D@4&QA;BP@969F96-T:79E(&%S(&]F("E=5\$H-"C,N.#8@
M+3\$N,3(@5\$0-"BA*86YU87)Y(#\$L(#(P,#`@*51J#0HS,BXP."`Q+C\$R(%1\$
M#0HH1FEL960@2&5R97=I=&@I5&H-"BTS-2XY-"`M,BXS,B!41`T*6R@Q,%PH
M:VM<*2DM,3\$Y,RXY*"H@0VQE=F5L86YD+4-L:69F<R!);F,@5F]L=6YT87)Y
M(\$YO;BU1=6%L:69I960@1&5F97)R960@0V]M<&5N<V%T:6]N("E=5\$H-"C,N
M.#8@+3\$N,3(@5\$0-"BAO;&%N(%PH07,@06UE;F1E9"!A;F0@4F5S=&%T960@
M87,@;V8@2F%N=6%R>2`Q,"U+(&]F(\$-L979E;&%N9"U#;&EF9G,@26YC(&9I;&5D
M(\$%S(\$5X:&EB:70@,3`I
M5&H-"E0J#0HH7"AN7"D@=&@1F]R;2`Q,"U1(&]F(\$-L979E;&%N9"U#;&EF
M9G,@26YC(&9I;&5D(&]N(\$%U9W5S="`Q,RP@,3DY-R!A;F0@*51J#0I4*@T*
M*&EN8V]R<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C,R+C`X(#N,S8@
M5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*150-"C`N-2!G#0HQ(&D@#0HR-2XV
M-2`T.3(N,S,@-34N.3(@+3\$N,B!R90T*9@T*0E0-"CSR(#`@,"`Q,B`R-2XV
M-2`T-S@N-#\$5&T-"C`@9PT*6R@J("DM,3\$S,"A2969L96-T<R!M86YA9V5M
M96YT(&-O;G1R86-T(&]R(&]T:@5R(&-O;7!E;G-A=&]R>2!A@A;F=E;65N
M="!R97%U:7)E9"!T;R!B92!F:6QE9"!A<R!A;B!%>&AI8FET('!U<G-U86YT
M('1O("E=5\$H-"C\$N.#8@+3\$N,3(@5\$0-"BA)=&5M(#\$T7"AC7"D@;V8@=&AI
M<R!297!O<GON*51J#0HR,2`M,BXS(%1\$#0HH,C(@*51J#0I%5`T*96YD<W1R
M96%M#0IE;F108FH-"C@Q(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E
M>'0@70T*+T9O;G0@/#P-"B]@&B`T(#`@4@T*+T8T(#8@,"!2#0H^/@T*+T5X
M=\$=3=&%T92`\`T*+T=3,2`W(#`@4@T*/CX-"CX`#0IE;F108FH-"C@S(#`@
M;V)J#0H\`T*+TQE;F=T:"`S,CDR#0H^/@T*W1R96%M#0I"5`T*+T8R(#\$@
M5&8-"CSR(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*
M,"!48PT*,"!4=PT**`@("`@("`@("`@("`@("E4:@T*,BXS-"`M,2XQ
M,B!41`T*,RXS-2!48PT*6R@@("DR.3(P**`I+3(V.38P**`I,C4P,"@*5U4
M2@T*5"H-"C`@5&,"-B@Q,%PH;6U<*2E4:@T*+T8T(#\$@5&8-"CON,C@@,"!4
M1`T**H@0VQE=F5L86YD+4-L:69F<R!);F,@3F]N96UP;&]Y964@1&ER96-T
M;W)S7#(R,B!3=7!P;&5M96YT86P@*51J#0HP("TQ+C\$R(%1\$#0HH0V]M<&5N
M<V%T:6]N(%!L86XL(&5F9F5C=&EV92!A<R!O9B!*6QY(#\$L(#\$Y.34@7"AF
M:6QE9"!A<R!%>&AI8FET(#\$P7"AB7"D@=&@*51J#0I4*@T**\$90<FT@,3`M
M42!O9B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!F:6QE9"!O;B!.;W9E;6)E<B<T
M,RP@,3DY-B!A;F0@*51J#0I4*@T**&EN8V]R<&]R871E9"!B>2!R969E<F5N
M8V5<*2`I5&H-"C,Q+C8V(#,N,S8@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*
M+3,U+CDT("TT+C4V(%1\$#0I;*#P7"AN;EPI*2TQ-C\$S+CDH*B!&:7)S="!<'!
M;65N&UE;G0@=&@0VQE=F5L86YD+4-L:69F<R!);F,@3F]N96UP;&]Y964@
M1&ER96-T;W)S7#(R,B`I751*#0HT+C(X("TQ+C\$R(%1\$#0HH4W5P<&QE;65N
M=&%L(\$-O;7!E;G-A=&EO;B!O;&%N+!E9F9E8W1I=F4@87,@;V8@2F%N=6%R
M>2`Q+"`Q.3DY(%PH9FEL960@87,@*51J#0I4*@T**\$5X:&EB:70@,3!<*&UM
M7"D@=&@1F]R;2`Q,"U+(&]F(\$-L979E;&%N9"U#;&EF9G,@26YC(&9I;&5D
M(&]N(\$UA<F-H(#(U+"`I5&H-"E0J#0HH,3DY.2!A;F0@:6YC;W)P;W)A=&5D
M(&)Y(')E9F5R96YC95PI("E4:@T*,S\$N-C8@,RXS-B!41`T**\$YO="!<'!L
M:6-A8FQE*51J#0HM,S4N.30@+30N-38@5\$0-"ELH,3!<*&O7"DI+3\$V,3,N
M.2@J(\$-L979E;&%N9"U#;&EF9G,@26YC(\$YO;F5M<&QO>65E(\$1I<F5C=&])R
M<UPR,C(@0V]M<&5N<V%T:6]N(%!L86XL("E=5\$H-"CON,C@@+3\$N,3(@5\$0-
M"BAE9F9E8W1I=F4@87,@;V8@2G5L>2`Q+"`Q.3DV(%PH9FEL960@87,@07!P
M96YD:7@@0!T;R!O<F]X>2!3=&%T96UE;G0@;V8@*51J#0I4*@T**\$-L979E

M; !U#; &F9G, @26YC (&I; &5D (&JN (\$UA<F-H (# (U+ "`Q.3DV (&N9" ! I
M; F-O<G!O<F%T960@8GD@*51J#0I4*#T***) E9F5R96Y9C95PI ("E4:@T*, S\$N
M-C8@, RXS-B!41`T**\$YO="!!<`!L:6-A8FQE*51J#0HM, S4N.30@+30N-38@
M5\$0-"ELH, 3!<*`!P7"DI+3\$V, 3, N.2@J(\$9I<G-T (\$%M96YD; 65N="!T;R!#
M; &5V96QA; FOM0VQI9F9S (\$EN8R!.; VYE; 7!L; WEE92!\$:7) E8W1O<G-<, C (R
M ("E=5\$H-"CON, C@+3\$N, 3 (@5\$0-"BA#; VUP96Y9S871I; VX@4&QA; BP@969F
M96-T:79E (&S (&F (\$YO=F5M8F5R (#\$R+"`Q.3DV (%PH9FEL960@87, @17AH
M:6) I="`Q, "E4:@T*5"H-"BA<*1D7"D@=&\@1F]R; 2`Q, "U+ (&F (\$-L979E
M; &N9"U#; &F9G, @26YC (&I; &5D (&JN (\$UA<F-H (# (V+"`Q.3DW (&N9" `I
M5&H-"E0J#0HH:6YC; W)P; W)A=&5D (&Y (') E9F5R96Y9C95PI ("E4:@T*, S\$N
M-C8@, RXS-B!41`T**\$YO="!!<`!L:6-A8FQE*51J#0HM, S4N.30@+30N-38@
M5\$0-"ELH, 3!<*`%Q7"DI+3\$V, 3, N.2@J(%-E8V]N9"!; 65N9&UE; G0@=&\@
M0VQE=F5L86YD+4-L:69F<R!); F, @3F]N96UP; &Y964@1&ER96-T; W)S7# (R
M, B`I751*#0HT+C (X ("TQ+C\$R (\$1\$#0HH0V]M<&5N<V%T:6]N (%!L86XL (&F
M9F5C=&EV92!A<R!O9B!-87D@, 3, L (#\$Y.3<@7"AF:6QE9"!A<R!%&AI8FET
M (#\$P7"AM7"D@=&\@*51J#0I4*#T**\$9O<FT@, 3`M42!O9B!#; &5V96QA; FOM
M0VQI9F9S (\$EN8R!F:6QE9"!O; B! !=6=U<W0@, 3, L (#\$Y.3<@86YD ("E4:@T*
M5"H-"BAI; F-O<G!O<F%T960@8GD@<F5F97)E; F-E7"D@*51J#0HS, 2XV-B`S
M+C, V (%!\$#0HH3F]T (\$%P<&QI8V%B; &4I5&H-"BTS-2XY-"`M-"XU-B!41`T*
M6R@Q, %PH<G)<*2DM, 3DT-RXY*"H@5&AI<F0@06UE; F1M96YT ('!O (\$-L979E
M; &N9"U#; &F9G, @26YC (\$YO; F5M<QO>65E (\$!I<F5C=&R<UPR, C (@*5U4
M2@T*-"XR."`M, 2XQ, B!41`T**\$-O; 7!E; G-A=&EO; B!O; &N+!"E9F9E8W1I
M=F4@87, @; V8@2F%N=6%R>2`Q+"`Q.3DY (%PH9FEL960@87, @17AH:6) I="`Q
M, %PH<7%<*2`I5&H-"E0J#0HH=&\@1F]R; 2`Q, "U+ (&F (\$-L979E; &N9"U#
M; &F9G, @26YC (&I; &5D (&JN (\$UA<F-H (# (U+"`Q.3DY (&N9" `I5&H-"E0J
M#0HH:6YC; W)P; W)A=&5D (&Y (') E9F5R96Y9C95PI ("E4:@T*, S\$N-C8@, RXS
M-B!41`T**\$YO="!!<`!L:6-A8FQE*51J#0HM, S4N.30@+30N-38@5\$0-"ELH
M, 3, I+3, R.#`H4V5L96-T960@<&]R=&EO; G, @; V8@, 3DY.2!; FYU86P@4F5P
M; W)T ('!O (%-E8W5R:71Y (\$AO; &1E<G, I751*#0HQ+C\$V ("TQ+C\$R (\$1\$#0I;
M*#S\$7"AA7"D@*2TQ.3Y+CDH36%N86=E; 65N=%PR, C)S (\$!I<V-U<W-I; VX@
M86YD (\$%N86QY<VES (&F (\$9I; F%N8VEA; "#; VYD:71I; VX@86YD ("E=5\$H-
M"CON, S (@+3\$N, 3 (@5\$0-"BA297-U; '1S (&F (\$]P97)A=&EO; G, I5&H-"C (Y
M+C\$R (#\$N, 3 (@5\$0-"BA&:6QE9"! (97)E=VET:"E4:@T*, "`M, 2XQ, B!41`T*
M*#PH4&#G92`R-2TS-%PI*51J#0HM, S, N-#0@+3\$N, B!41`T*6R@Q, UPH8UPI
M ("DM, 3DU.2XY*%-T871E; 65N="!O9B!#; VYS; VQI9&#T960@1FEN86YC:6%L
M (%!O<VET:6]N ("DM, 3`W-38N.2A&:6QE9"! (97)E=VET:"E=5\$H-"C, S+C0T
M ("TQ+C\$R (\$1\$#0HH7"A086=E (#, U+3, V7"DI5&H-"BTS, RXT-"`M, 2XR (\$1\$
M#0I; *#S\$7"AD7"D@*2TQ.3`S+CDH4W1A=&5M96YT (&F (\$-O; G-O; &ED871E
M9"!); F-O; 64@*2TQ-3`P.2XR*\$9I; &5D (\$AE<F5W:71H*5U42@T*, S, N-#0@
M+3\$N, 3 (@5\$0-"BA<*!A9V4@, S=<*2E4:@T*+3, S+C0T ("TQ+C (@5\$0-"ELH
M, 3-<*5<*2`I+3\$Y-3DN.2A3=&T96UE; G0@; V8@0V]N<V]L:61A=&5D (\$-A
M<V@1FQO=W, @*2TQ, S, Q, RXQ*\$9I; &5D (\$AE<F5W:71H*5U42@T*, S, N-#0@
M+3\$N, 3 (@5\$0-"BA<*!A9V4@, SA<*2E4:@T*150-"C`N-2!G#0HQ (&D@#0HR
M-2XV-2`T-S8N, #S@-34N.3 (@+3\$N, B!R90T*9@T*0EO-"C\$R (#`@, "`Q, B`R
M-2XV-2`T-C (N, #D@5&T-"C`@9PT*6R@J ("DM, 3\$S, "A2969L96-T<R!M86YA
M9V5M96YT (&-O; G1R86-T (&R (&J)T: &5R (&-O; 7!E; G-A=&R]R>2!A<G)A; F=E
M; 65N="!R97%U:7)E9"!T; R!B92!F:6QE9"!A<R!A; B!%&AI8FET ('!U<G-U
M86YT ('!O ("E=5\$H-"C\$N.#@+3\$N, 3 (@5\$0-"BA)=&5M (#\$T7"AC7"D@; V8@
M=&AI<R!297!O<G0N*51J#0HR, 2`M, BXS (%!\$#0HH, C, @*51J#0I%5`T*96YD
M<W1R96%M#0IE; F1O8FH-"C@T (#`@; V)J#0H\ / `T*+U!R; V-3970@6R]01\$8@
M+U1E>'0@70T*+T9O; G0@/#P-"B] &, B`T (#`@4@T*+T8T (#8@, "!2#0H^/@T*
M+T5X=S=3=&T92` \ / `T*+T=3, 2`W (#`@4@T*/CX-"CX^#0IE; F1O8FH-"C@V
M (#`@; V)J#0H\ / `T*+TQE; F=T: "`Q-C@V#0H^/@T*W1R96%M#0I"5`T*+T8R
M (#\$@5&8-"C\$R (#`@, "`Q, B`R-2XV-2`Y-C\$N, #4@5&T-"C`@9PT*+T=3, 2!G
M<PT*, "!48PT*, "!4=PT**`@ ("`@ ("`@ ("`@ ("`@ ("`@ ("E4:@T*, RXU ("TQ
M+C\$R (%!\$#0HP+C8W (%!C#0I; *"`I+3\$U-C`H ("`@*2TR.# (P, "@@*5U42@T*
M5"H-"C`@5&, -"B@Q, UPH9EPI ("E4:@T*+T8T (#\$@5&8-"CON, S (@, "!41`T*
M6RA3=&T96UE; G0@; V8@0V]N<V]L:61A=&5D (%-H87)E: &]L9&5R<UPR, C (@
M17%U:71Y ("DM.34S-BXX*\$9I; &5D (\$AE<F5W:71H*5U42@T*, CDN, 3 (@+3\$N
M, 3 (@5\$0-"BA<*!A9V4@, SE<*2E4:@T*+3, S+C0T ("TQ+C\$R (%!\$#0I; *#S\$
M7"AG7"D@*2TQ.3`S+CDH3F]T97, @=&\@0V]N<V]L:61A=&5D (\$9I; F%N8VEA
M; "!"3=&T96UE; G1S*2TQ, 38Q.2A&:6QE9"! (97)E=VET:"E=5\$H-"C, S+C0T
M ("TQ+C\$R (%!\$#0HH7"A086=E (#0P+34T7"DI5&H-"BTS, RXT-"`M, 2XQ, B!4
M1`T*6R@Q, UPH: %PI ("DM, 3DP, RXY*%#U87)T97)L>2!297-U; '1S (&F (\$]P
M97)A=&EO; G, 00V]M; 6]N (%-H87)E (%!R:6-E (%!E<F9O<FUA; F-E (&N9" `I
M751*#0HT+C, R ("TQ+C\$R (%!\$#0HH1&EV:61E; F1S*51J#0HR.2XQ, B`Q+C\$R
M (%!\$#0HH1FEL960@2&5R97=I=&@I5&H-"C`@+3\$N, 3 (@5\$0-"BA<*!A9V4@
M-35<*2E4:@T*+3, S+C0T ("TQ+C\$R (%!\$#0I; *#S\$7"AI7"D@*2TR, 3 (U+CDH
M26YV97-T; W (@86YD (\$-O<G!O<F%T92!); F9O<FUA=&EO; BDM, 30X-S (N, BA&
M:6QE9"! (97)E=VET:"E=5\$H-"C, S+C0T ("TQ+C\$R (%!\$#0HH7"A086=E (#4V
M7"DI5&H-"BTS, RXT-"`M, 2XQ, B!41`T*6R@Q, UPH:EPI ("DM, C\$R-2XY*%-U
M; 6UA<GD@; V8@1FEN86YC:6%L (&N9"!/=&AE<B!3=&T:7-T:6-A; "!\$871A
M*2TY-C (P+C@H1FEL960@2&5R97=I=&@I751*#0HS, RXT-"`M, 2XQ, B!41`T*
M*#PH4&#G92`U-RTU.#PI*51J#0HM, S, N-#0@+3\$N, 3 (@5\$0-"ELH, C<I+3 (T, #`H
M0V]N<V]L:61A=&5D (\$9I; F%N8VEA; "#\$871A (%-C: &5D=6QE ('-U8FUI='1E
M9"!F; W (@4V5C=7)I=&EE<R!A; F0@*5U42@T*, RXT ("TQ+C\$R (%!\$#0HH17AC
M: &N9V4@0V]M; 6ES<VEO; B!I; F9O<FUA=&EO; B`I5&H-"C, P+C`T (#\$N, 3 (@

M5\$0-"BA<C(W*51J#0HM,S,N-#0+3(N,C0@5\$0-"ELH.3DI+3(T,#`H061D
M:71I;VYA;!"!>&A18FET<RE=5\$H-"C`@+3\$N,3(@5\$0-"ELH.3E<*%&*2`I
M+3\$Y-3DN.2A38VAE9'5L92!)22!<,C(V(%9A;'5A=&EO;B!A;F0@475A;&EF
M>6EN9R!8V-O=6YT<RDM.3(X."XX*\$9I;&5D(SAE<F5W:71H*5U42@T*,S,N
M-#0@+3\$N,3(@5\$0-"BA<*%!A9V4@-C-<*2E4:@T*+3\$T+C`V("TR+C,@5\$0-
M"B@R-"`I5&H-"D54#0IE;F1S=")E86T-"F5N9&]B:@T*.#<@,"!08FH-"CP\
M#0HO4')O8U-E="!;+U!\$1B`O5&5X="!="#0HO1F]N="`\`T*+T8R(#0@,"!2
M#0HO1C0@-B`P(%(-"CX^#0HO17AT1U-T871E(#F\#0HO1U,Q(#<@,"!2#0H^
M/@T*/CX-"F5N9&]B:@T*.#@@,"!08FH-"CP\#0HO5'EP92`O2&%L9G1O;F4-
M"B] (86QF=&]N951Y<&4@,0T*+TAA;&9T;VYE3F%M92`H1&5F875L="D-"B] &
M<F5Q=65N8WD@-C-"B]!;F=L92`T-0T*+U-P;W1&=6YC=&EO;B`O4F]U;F0-
M"CX^#0IE;F108FH-"C<@,"!08FH-"CP\#0HO5'EP92`O17AT1U-T871E#0HO
M4T\$@9F\$L<V4-"B]/4"!F86QS90T*+TA4("] \$969A=6QT#0H^/@T*96YD;V)J
M#0HT(#`@;V)J#0H\`T*+U1Y<&4@+T9O;G0-"B]3=6)T>7!E("]4>7!E,0T*
M+TYA;64@+T8R#0HO0F%S949O;G0@+U1I;65S+5)O;6%N#0H^/@T*96YD;V)J
M#0HU(#`@;V)J#0H\`T*+U1Y<&4@+T9O;G0-"B]3=6)T>7!E("]4>7!E,0T*
M+TYA;64@+T8S#0HO0F%S949O;G0@+U1I;65S+4)O;&0-"CX^#0IE;F108FH-
M"C8@,"!08FH-"CP\#0HO5'EP92`O1F]N="T*+U-U8GLY<&4@+U1Y<&4Q#0HO
M3F%M92`O1C0-"B]%;F-O9&EN9R`X.2`P(%(-"B]"87-E1F]N="`O5&EM97,M
M4F]M86X-"CX^#0IE;F108FH-"C0W(#`@;V)J#0H\`T*+U1Y<&4@+T9O;G0-
M"B]3=6)T>7!E("]4>7!E,0T*+TYA;64@+T8U#0HO16YC;V1I;F<@.#D@,"!2
M#0HO0F%S949O;G0@+U1I;65S+4)O;&0-"CX^#0IE;F108FH-"C@Y(#`@;V)J
M#0H\`T*+U1Y<&4@+T5N8V]D:6YG#0HO1&EF9F5R96YC97,@6R`P+V=R879E
M+V%C=71E+V-I<F-U;69L97@O=&EL9&4O;6%<C<F]N+V)R979E+V1O=&%C8V5N
M="]D:65R97-I<PT*+W)I;F<O8V5D:6QL82]H=6YG87)U;6QA=70O;V=O;F5K
M+V-A<F]N+V1O=&QE<W-I+V9I+V9L#0HO3`-L87-H+VQS;&%S:"]:8V%R;VXO
M>F-A<F]N+VUI;G5S(#,Y+W%U;W1E<VEN9VQE(#DV+V=R879E(#\$S,]Q=6]T
M97-I;F=L8F%S90T*+V9L;W)I;B]Q=6]T961B;&)A<V4O96QL:7!S:7,09&%G
M9V5R+V1A9V=E<F1B;"]C:7)C=6UF;&5X+W!E<G1H;W5S86YD+U-C87)O;@T*
M+V=U:6QS:6YG;&QE9G003T4@,30U+W%U;W1E;&5F="]Q=6]T97)I9VAT+W%U
M;W1E9&)L;&5F="]Q=6]T961B;')I9VAT+V)U;&QE="]E;F1A<V@-"B]E;61A
M<V@O=&EL9&4O=')A9&5M87)K+W-C87)O;B]G=6EL<VEN9VQR:6=H="]O92`Q
M-3DO661I97)E<VES(#\$V-"]C=7)R96YC@0T*(#\$V-B]B<F]K96YB87(@,38X
M+V1I97)E<VES+V-O<ER:6=H="]O<F1F96UI;FEN92`Q-S(O;&]G:6-A;&YO
M="]H>7!H96XO<F5G:7-T97)E9"]M86-R;VX-"B]D96=R964O<&QU<VUI;G5S
M+W1W;W-U<&5R:6]R+W1H<F5E<W5P97)I;W(O86-U=&4O;74@,3@S+W!E<FEO
M9&-E;G1E<F5D+V-E9&EL;&\$-"B]O;F5S=7!E<FEO<B]O<F1M87-C=6QI;F9@
M,3@X+V]N97%U87)T97(O;VYE:&%L9B]T:')E97%U87)T97)S(#\$Y,B]1]W)A
M=F4006%C=71E+T%C:7)C=6UF;&5X#0HO071I;&1E+T%D:65R97-I<R]!<FEN
M9R]!12]#8V5D:6QL82]9W)A=F4016%C=71E+T5C:7)C=6UF;&5X#0HO161I
M97)E<VES+TEG<F%V92]86-U=&4O26-I<F-U;69L97@O261I97)E<VES+T5T
M:"].=&EL9&4O3V-R879E#0HO3V%C=71E+T]C:7)C=6UF;&5X+T]T:6QD92]/
M9&EE<F5S:7,O;75L=&EP;'DO3W-L87-H+U5G<F%V92]586-U=&4-"B]58VER
M8W5M9FQE>"]59&EE<F5S:7,O66%C=71E+U1H;W)N+V=E<FUA;F1B;' ,O86=R
M879E+V%A8W5T92]A8VER8W5M9FQE>T*+V%T:6QD92]A9&EE<F5S:7,O87)I
M;F<O864O8V-E9&EL;&\$O96=R879E+V5A8W5T92]E8VER8W5M9FQE>T*+V5D
M:65R97-I<R]I9W)A=F4O:6%C=71E+VEC:7)C=6UF;&5X+VED:65R97-I<R]E
M=&@O;G1I;&1E+V]G<F%V90T*+V]A8W5T92]O8VER8W5M9FQE>"]O=&EL9&4O
M;V1I97)E<VES+V1I=FED92]O<VQA<V@O=6=R879E+W5A8W5T90T*+W5C:7)C
M=6UF;&5X+W5D:65R97-I<R]Y86-U=&4O=&AO<FXO>61I97)E<VES#0I=#0H^
M/@T*96YD;V)J#0HQ(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E;G0@
M."`P(%(-"B]297-O=7)C97,@,R`P(%(-"B]#;VYT96YT<R`R(#`@4@T*/CX-
M"F5N9&]B:@T*.2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R96YT(#@@
M,"!2#0HO4F5S;W5R8V5S(#\$Q(#`@4@T*+T-O;G1E;G1S(#\$P(#`@4@T*/CX-
M"F5N9&]B:@T*,3(@,"!08FH-"CP\#0HO5'EP92`O4&%G90T*+U!A<F5N="`X
M(#`@4@T*+U)E<V]U<F-E<R`Q-"`P(%(-"B]#;VYT96YT<R`Q,R`P(%(-"CX^
M#0IE;F108FH-"C\$U(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E;G0@
M."`P(%(-"B]297-O=7)C97,@,3@@,"!2#0HO0V]N=&5N=',@,38@,"!2#0H^
M/@T*96YD;V)J#0HQ."`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R96YT
M(#@@,"!2#0HO4F5S;W5R8V5S(#(P(#`@4@T*+T-O;G1E;G1S(#\$Y(#`@4@T*
M/CX-"F5N9&]B:@T*,C\$@,"!08FH-"CP\#0HO5'EP92`O4&%G90T*+U!A<F5N
M="`X(#`@4@T*+U)E<V]U<F-E<R`R,R`P(%(-"B]#;VYT96YT<R`R,B`P(%(-
M"CX^#0IE;F108FH-"C(T(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E
M;G0@."`P(%(-"B]297-O=7)C97,@,C8@,"!2#0HO0V]N=&5N=',@,C4@,"!2
M#0H^/@T*96YD;V)J#0HR-R`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R
M96YT(#@@,"!2#0HO4F5S;W5R8V5S(#(Y(#`@4@T*+T-O;G1E;G1S(#(X(#`@4@
M4@T*/CX-"F5N9&]B:@T*,S`@,"!08FH-"CP\#0HO5'EP92`O4&%G90T*+U!A
M<F5N="`X(#`@4@T*+U)E<V]U<F-E<R`S,B`P(%(-"B]#;VYT96YT<R`S,2`P
M(%(-"CX^#0IE;F108FH-"C,S(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]0
M87)E;G0@."`P(%(-"B]297-O=7)C97,@,S4@,"!2#0HO0V]N=&5N=',@,S0@
M,"!2#0H^/@T*96YD;V)J#0HS-B`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO
M4&%R96YT(#OP(#`@4@T*+U)E<V]U<F-E<R`S."`P(%(-"B]#;VYT96YT<R`S
M-R`P(%(-"CX^#0IE;F108FH-"C0Q(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-
M"B]087)E;G0@-#`@,"!2#0HO4F5S;W5R8V5S(#OS(#`@4@T*+T-O;G1E;G1S
M(#OR(#`@4@T*/CX-"F5N9&]B:@T*-#0@,"!08FH-"CP\#0HO5'EP92`O4&%G
M90T*+U!A<F5N="`T,"`P(%(-"B]297-O=7)C97,@-#8@,"!2#0HO0V]N=&5N
M=",@-#4@,"!2#0H^/@T*96YD;V)J#0HT."`P(&]B:@T*/#P-"B]4>7!E("]0
M86=E#0HO4&%R96YT(#0P(#`@4@T*+U)E<V]U<F-E<R`U,"`P(%(-"B]#;VYT
M96YT<R`T.2`P(%(-"CX^#0IE;F108FH-"C4Q(#`@;V)J#0H\`T*+U1Y<&4@
M+U!A9V4-"B]087)E;G0@-#`@,"!2#0HO4F5S;W5R8V5S(#4S(#`@4@T*+T-O
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end

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CREDIT AGREEMENT

Dated as of March 1, 1995

Among

CLEVELAND-CLIFFS INC,

THE BANKS NAMED HEREIN

And

CHEMICAL BANK, as Agent

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CREDIT AGREEMENT dated as of March 1, 1995, among CLEVELAND-CLIFFS INC, an Ohio corporation (the "Borrower"), the banks listed on Schedule 2.01 (the "Banks"), and CHEMICAL BANK, as agent for the Banks (in such capacity, the "Agent").

The Borrower has requested the Banks to extend credit in order to enable the Borrower, subject to the terms and conditions of this Agreement, to borrow on a revolving basis, at any time and from time to time prior to the Maturity Date (such term and each other capitalized term used but not defined herein having the meaning given to it in Article I), an aggregate principal amount at any time outstanding not in excess of \$100,000,000. The proceeds of such borrowings are to be used for general corporate purposes. The Banks are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein.

Accordingly, the Borrower, the Banks and the Agent agree as follows:

ARTICLE I

Definitions

SECTION 1.01. DEFINED TERMS. As used in this Agreement, the following terms shall have the meanings specified below:

"ABR BORROWING" shall mean a Borrowing comprised of ABR Loans.

"ABR LOAN" shall mean any Loan bearing interest at a rate determined by reference to the Alternate Base Rate in accordance with the provisions of Article II.

"ADJUSTED CD RATE" shall mean, with respect to any CD Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the sum of (a) a rate per annum equal to the product of (i) the Fixed CD Rate in effect for such Interest Period and (ii) Statutory Reserves, plus (b) the Assessment Rate. For purposes hereof, the term "Fixed CD Rate" shall mean the arithmetic average (rounded upwards, if necessary,

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to the next 1/100 of 1%) of the prevailing rates per annum bid on or about 10:00 a.m., New York City time, to the Agent on the first Business Day of the Interest Period applicable to such CD Borrowing by three New York City negotiable certificate of deposit dealers of recognized standing selected by the Agent for the purchase at face value of negotiable certificates of deposit of major United States money center banks in principal amount approximately equal to the Agent's portion (or, if different, the portion of the Bank having the largest Commitment) of such CD Borrowing and with a maturity comparable to such Interest Period.

"ADJUSTED LIBO RATE" shall mean, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the product of (i) the LIBO Rate in effect for such Interest Period and (ii) Statutory Reserves. For purposes hereof, the term "LIBO Rate" shall mean the rate (rounded upwards, if necessary, to the next 1/16 of 1%) at which dollar deposits approximately equal in principal amount to the Agent's portion (or, if different, the portion of the Bank having the largest Commitment) of such Eurodollar Borrowing and for a maturity comparable to such Interest Period are offered to the principal London office of the Agent in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

"ADMINISTRATIVE FEE" shall have the meaning assigned to such term in Section 2.05(b).

"AFFILIATE" shall mean, when used with respect to a specified person, any other person which directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified.

"ALTERNATE BASE RATE" shall mean, for any day, a rate per

annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Base CD Rate in effect on such day plus 1% and (c) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. For purposes hereof, "PRIME RATE" shall mean the rate of interest per annum publicly announced from time to time by the Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective on the date such change is publicly announced as being

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effective. "BASE CD RATE" shall mean the sum of (a) the product of (i) the Three-Month Secondary CD Rate and (ii) Statutory Reserves and (b) the Assessment Rate. "THREE-MONTH SECONDARY CD RATE" shall mean, for any day, the secondary market rate for three-month certificates of deposit in units of \$100,000 or more reported as being in effect on such day (or, if such day shall not be a Business Day, the next preceding Business Day) by the Board through the public information telephone line of the Federal Reserve Bank of New York (which rate will, under the current practices of the Board, be published in Federal Reserve Statistical Release H.15(519) during the week following such day), or, if such rate shall not be so reported on such day or such next preceding Business Day, the average of the secondary market quotations for three-month certificates of deposit in units of \$100,000 or more issued by major money center banks in New York City received at approximately 10:00 a.m., New York City time, on such day (or, if such day shall not be a Business Day, on the next preceding Business Day) by the Agent from three New York City negotiable certificate of deposit dealers of recognized standing selected by it. "FEDERAL FUNDS EFFECTIVE RATE" shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding 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 the day of such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it. If for any reason the Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Base CD Rate or the Federal Funds Effective Rate or both for any reason, including the inability or failure of the Agent to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be determined without regard to clause (b) or (c), or both, of the first sentence of this definition, as appropriate, until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Three-Month Secondary CD Rate or the Federal Funds Effective Rate shall be effective on the effective date of such change in the Prime Rate, the Three-Month Secondary CD Rate or the Federal Funds Effective Rate, respectively.

"APPLICABLE MARGIN" shall mean, with respect to the Loans comprising any Eurodollar Borrowing or CD

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Borrowing, on any date, the applicable percentage set forth below under the caption "EURODOLLAR SPREAD" or "CD SPREAD", as applicable, based upon the ratio as of the last day of the most recent fiscal quarter for which financial statements have been delivered as provided below of (a) Total Indebtedness on such date to (b) the sum of (i) Consolidated Tangible Net Worth on such date plus (ii) Total Indebtedness on such date:

<TABLE>
<CAPTION>

RATIO	EURODOLLAR SPREAD	CD SPREAD

<S>	<C>	<C>
CATEGORY 1		
Less than or equal to .20 to 1	.375%	.500%

CATEGORY 2		
Greater than .20 to 1 and less than .35 to 1	.400%	.525%

CATEGORY 3		

</TABLE>

Each change in the Applicable Margin resulting from a change in the ratio of Total Indebtedness to the sum of Consolidated Tangible Net Worth plus Total Indebtedness as of the end of any fiscal quarter will be effective as of the first day of the second succeeding fiscal quarter. Notwithstanding the foregoing, at any time at which the Borrower has failed to deliver such financial statements or such certificate with respect to such fiscal quarter and five Business Days shall have elapsed since the Administrative Agent shall have notified the Borrower of its failure to deliver such financial statements or such certificate with respect to such fiscal quarter in accordance with such provisions, the then-current ratio of Total Indebtedness to the sum of Consolidated Tangible Net Worth plus Total Indebtedness shall be deemed to be greater than .35 to 1 until such time as the Borrower shall deliver such financial statements and certificate.

"ASSESSMENT RATE" shall mean for any day the annual rate (rounded upwards, if necessary, to the next 1/100 of 1%) most recently estimated by the Agent as the then current net annual assessment rate that will be employed in determining amounts payable by the Agent to the Federal Deposit Insurance Corporation (or any successor) for

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insurance by such Corporation (or any successor) of time deposits made in dollars at the Agent's domestic offices.

"ASSIGNMENT AND ACCEPTANCE" shall mean an assignment and acceptance entered into by a Bank and an assignee, and accepted by the Agent, in the form of Exhibit B hereto.

"ATTRIBUTABLE DEBT" shall mean, in connection with a Sale and Lease Back Transaction, the present value (discounted in accordance with generally accepted accounting principles at the debt rate implied in the lease) of the obligations of the lessee for rental payments during the term of the lease.

"BOARD" shall mean the Board of Governors of the Federal Reserve System of the United States.

"BORROWING" shall mean a group of Loans of a single Type made by the Banks on a single date and as to which a single Interest Period is in effect.

"BUSINESS DAY" shall mean any day, other than a day which is a Saturday, Sunday or legal holiday in the State of New York, on which banks are not authorized or required to be closed in New York City; PROVIDED, HOWEVER, that when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"CAPITALIZED LEASE OBLIGATIONS" of any person shall mean the obligations of such person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such person under generally accepted accounting principles and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with generally accepted accounting principles.

"CD BORROWING" shall mean a Borrowing comprised of CD Loans.

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"CD LOAN" shall mean any Loan bearing interest at a rate determined by reference to the Adjusted CD Rate in accordance with the provisions of Article II.

A "CHANGE IN CONTROL" shall be deemed to have occurred if any person or group (within the meaning of Rule 13d-5 of the Securities and Exchange

Commission as in effect on the date hereof) shall acquire directly or indirectly, beneficially or of record, shares representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Borrower.

"CLOSING DATE" shall mean the date of the first Borrowing.

"CODE" shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time.

"COMMITMENT" shall mean, with respect to any Bank, the commitment of such Bank to make Loans hereunder as set forth in paragraphs (a) and (b) of Section 2.01 and in Schedule 2.01 hereto, or in an Assignment and Acceptance delivered by such Bank under Section 9.04, as the same may be reduced from time to time pursuant to Section 2.09 or pursuant to one or more assignments under Section 9.04.

"COMMITMENT FEE" shall have the meaning assigned to such term in Section 2.05(a).

"COMMITMENT FEE PERCENTAGE" shall mean, on any date, the applicable percentage set forth below based upon the ratio as of the last day of the most recent preceding fiscal quarter for which financial statements have been delivered as provided below of (a) Total Indebtedness on such date to (b) the sum of (i) Consolidated Tangible Net

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Worth on such date plus (ii) Total Indebtedness on such date:

<TABLE>
<CAPTION>

RATIO	COMMITMENT FEE PERCENTAGE
<hr/>	
<S>	<C>
CATEGORY 1	
Less than or equal to .20 to 1	.125%
<hr/>	
CATEGORY 2	
Greater than .20 to 1 and less than .35 to 1	.150%
<hr/>	
CATEGORY 3	
Greater than or equal to .35 to 1	.250%

</TABLE>

Each change in the Commitment Fee Percentage resulting from a change in the ratio of Total Indebtedness to the sum of Consolidated Tangible Net Worth plus Total Indebtedness as of the end of any fiscal quarter will be effective as of the first day of the second succeeding fiscal quarter. Notwithstanding the foregoing, at any time at which the Borrower has failed to deliver such financial statements or such certificate with respect to such fiscal quarter and five Business Days shall have elapsed since the Administrative Agent shall have notified the Borrower of its failure to deliver such financial statements or such certificate with respect to such fiscal quarter in accordance with such provisions, the then current ratio of Total Indebtedness to the sum of Consolidated Tangible Net Worth plus Total Indebtedness shall be deemed to be greater than .35 to 1 until such time as the Borrower shall deliver such financial statements and certificate.

"CONSOLIDATED NET INCOME" with respect to the Borrower for any period shall mean the net income (or net deficit) of the Borrower and the Subsidiaries for such period (excluding charges related to the adoption of Statement of Financial Accounting Standards ("SFAS") 106 (Employers' Accounting for Post-Retirement Benefits Other Than Pensions)), computed on a consolidated basis in accordance with generally accepted accounting principles consistently applied.

"CONSOLIDATED TANGIBLE NET WORTH" with respect to the Borrower at any date shall mean (i) the sum of the Borrower's capital stock, capital in excess of par or stated value of shares of such capital stock, retained earnings and

any other account which, in accordance with generally accepted accounting principles consistently applied, constitutes stockholders' equity, less (ii) the Borrower's treasury stock, less (iii) the amount of all assets of the Borrower reflected as goodwill, patents, research and development and all other assets required to be classified as intangibles in accordance with generally accepted accounting principles, less (iv) all writeups of assets of the Borrower occurring after the date hereof, plus (v) the amount of any liability or reserve related to the Borrower's adoption of SFAS 106.

"CONTROL" (including the terms "Controlling", "Controlled by" and "under common Control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"DEFAULT" shall mean any event or condition which upon notice, lapse of time or both would constitute an Event of Default.

"DOLLARS" and the symbol "\$" shall mean the lawful currency of the United States of America.

"ENVIRONMENTAL LAWS" at any date shall mean all provisions of law, statutes, ordinances, rules, regulations, judgments, writs, injunctions, decrees, orders, awards and standards promulgated by the government of the United States of America or by any state or municipality thereof or therein or by any court, agency, instrumentality, regulatory authority or commission of any of the foregoing concerning the protection of, or regulating the discharge of substances into, the environment.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

"ERISA AFFILIATE" shall mean any trade or business (whether or not incorporated) that is a member of a group of which the Borrower or any Subsidiary is a member and which is under common Control with the Borrower or any Subsidiary within the meaning of Section 414 of the Code, and the regulations promulgated thereunder.

"EURODOLLAR BORROWING" shall mean a Borrowing comprised of Eurodollar Loans.

"EURODOLLAR LOAN" shall mean any Loan bearing interest at a rate determined by reference to the Adjusted LIBO Rate in accordance with the provisions of Article II.

"EVENT OF DEFAULT" shall have the meaning specified in Article VII hereof.

"EXISTING CREDIT AGREEMENT" shall mean the Credit Agreement dated as of April 30, 1992, as amended, among Cleveland-Cliffs Inc, the banks listed therein and Chemical Bank, as agent.

"FEES" shall mean the Administrative Fees and the Commitment Fees.

"FINANCIAL OFFICER" of any corporation shall mean its chief financial officer, principal accounting officer, treasurer, assistant treasurer, controller or assistant controller.

"FUNDED DEBT" shall mean, with respect to the Borrower and its Subsidiaries at the time of determination thereof, all Indebtedness of the Borrower and its Subsidiaries determined at such time on a consolidated basis, including any portion of such Indebtedness that would be classified as current in accordance with generally accepted accounting principles, but in all events excluding any amount of such Indebtedness arising from or attributable to (i) amounts outstanding under credit lines, revolving credit agreements or similar agreements so long as all such amounts are fully paid for a period of not less than 30 consecutive days in each twelve-month period pursuant to the terms of such agreements, (ii) trade payables and accrued expenses (other than for borrowed money) constituting current liabilities, (iii) short term letters of credit, surety bonds and similar instruments issued in commercial transactions in the ordinary course of business and (iv) any Guarantee of Indebtedness of

Subsidiaries of the types described in any of the foregoing clauses (i), (ii) or (iii).

"GOVERNMENTAL AUTHORITY" shall mean any Federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

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"GUARANTEE" of or by any person shall mean any obligation, contingent or otherwise, of such person guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other person (the "PRIMARY OBLIGOR") in any manner, whether directly or indirectly, and including, without limitation, any obligation of such person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (ii) to purchase property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment of such Indebtedness, or (iii) to maintain working capital, equity capital or other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness (PROVIDED, HOWEVER, that the term Guarantee shall not include endorsements for collection or deposit, in either case in the ordinary course of business), and the term "Guaranteed" shall have a correlative meaning.

"INDEBTEDNESS" shall mean, with respect to any person, at any time, without duplication, (a) all obligations of such person for borrowed money, or with respect to deposits or advances of any kind, (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such person upon which interest charges are customarily paid, (d) all obligations of such person under conditional sale or other title retention agreements relating to property purchased by such person, (e) all obligations of such person issued or assumed as the deferred purchase price of property or services (other than accounts payable to suppliers incurred in the ordinary course of business and paid when due), (f) all Capitalized Lease Obligations of such person, (g) all obligations of such person as an account party in respect of letters of credit and bankers' acceptances, (h) all Guarantees of such person of the Indebtedness of others, (i) all obligations of such person in respect of interest rate protection agreements, (j) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on, or which may be satisfied by or out of the proceeds of, any property owned or acquired by such person, whether or not the obligations secured thereby have been assumed and (k) all Indebtedness of others that is serviced by such person, whether or not such Indebtedness has been assumed; PROVIDED, HOWEVER, that Indebtedness shall

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not be deemed to include (1) any Indebtedness of any Subsidiary or any of the entities listed on Schedule I hereto to the extent such Indebtedness (or a participation interest in such Indebtedness) is owned by the Borrower or any Subsidiary, (2) intercompany Indebtedness not effectively serviced by such person from time to time existing between such person and its subsidiaries, or between two or more such subsidiaries, which would not, in accordance with generally accepted accounting principles consistently applied, be reflected as Indebtedness on a consolidated balance sheet of the ultimate parent of such person or (3) obligations in the nature of performance bonds and other similar surety arrangements to the extent paid or covered by insurance from financially sound and reputable insurers. For purposes of this Agreement the principal amount of any Indebtedness referred to in clause (i) of the preceding sentence shall be the amount of any such obligation that would be payable upon the acceleration, termination or liquidation thereof.

"INTEREST PAYMENT DATE" shall mean, with respect to any Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration or a CD Borrowing with an Interest Period of more than 90 days' duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months' duration or 90 days' duration, as the case may be, been applicable to such Borrowing, and, in addition, the date of any refinancing or conversion of such Borrowing with or to a Borrowing of a different Type.

"INTEREST PERIOD" shall mean, subject to Section 2.02(d), (a) as to any Eurodollar Borrowing, the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing, as the case may be, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 1, 2, 3 or 6 months thereafter, as the Borrower may elect, (b) as to any CD Borrowing, a period of 30, 60, 90 or 180 days' duration, as the Borrower may elect, commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing, as the case may be, and (c) as to any ABR Borrowing, the period commencing on the date of such Borrowing or on the last day of the immediately

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preceding Interest Period applicable to such Borrowing, as the case may be, and ending on the earliest of (i) the next succeeding March 31, June 30, September 30 or December 31, (ii) the Maturity Date and (iii) the date such Borrowing is repaid or prepaid in accordance with Section 2.10; PROVIDED, HOWEVER, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day. Interest shall accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

"LIEN" shall mean, with respect to any asset, (i) any mortgage, lien, pledge, encumbrance, charge or security interest in or on such asset, (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset or (iii) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities; PROVIDED, that neither the right of an issuer to redeem its securities upon payment of an amount not less than the issuance price thereof, nor rights of first refusal or similar rights granted to any issuer of such securities or to any partner (or any Affiliates of such partner) of the issuer of such securities or of the person holding such securities, or any rights or restrictions applicable to any securities issued in a bankruptcy reorganization, which rights or restrictions are created pursuant to the applicable court approved plan of reorganization, shall be deemed to be a Lien.

"LOAN" or "LOANS" shall mean the loans made by the Banks pursuant to Section 2.01. Each Loan shall be either an ABR Loan, a CD Loan or a Eurodollar Loan.

"LOAN DOCUMENTS" shall mean this Agreement and the Notes.

"MARGIN STOCK" shall have the meaning assigned to such term in Regulation U.

"MATERIAL ADVERSE EFFECT" shall mean (a) a materially adverse effect on the business, assets, operations or financial condition of the Borrower and the Subsidiaries taken as a whole or (b) material impairment of

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the ability of the Borrower to perform any of its obligations under any Loan Document to which it is or will be a party.

"MATURITY DATE" shall mean March 1, 2000.

"MULTIEMPLOYER PLAN" shall mean any "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Subsidiary or any ERISA Affiliate (other than one considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) is making or accruing any obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"NOTE" or "NOTES" shall mean the promissory notes of the Borrower issued pursuant to Section 2.04, substantially in the form of Exhibit A.

"PBGC" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"PERMITTED LIENS" shall mean liens permitted to be incurred by the Borrower or a Subsidiary in accordance with Section 6.01, whether presently in existence or hereafter arising.

"PERSON" shall mean and include any natural person, company, partnership, joint venture, association, corporation, business trust, unincorporated organization or government or any department or political subdivision or agency thereof.

"PLAN" shall mean any pension plan other than a Multiemployer Plan which is subject to the provisions of Title IV of ERISA or Section 412 of the Code which is maintained (in whole or in part) for employees of the Borrower or any ERISA Affiliate.

"REGULATION D" shall mean Regulation D of the Board, as the same is from time to time in effect, and all official rulings and interpretations thereunder or thereof.

"REGULATION G" shall mean Regulation G of the Board, as the same is from time to time in effect, and all official rulings and interpretations thereunder or thereof.

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"REGULATION U" shall mean Regulation U of the Board, as the same is from time to time in effect, and all official rulings and interpretations thereunder or thereof.

"REGULATION X" shall mean Regulation X of the Board, as the same is from time to time in effect, and all official rulings and interpretations thereunder or thereof.

"REPORTABLE EVENT" shall mean any reportable event as defined in Section 4043 of Title IV of ERISA or the regulations issued thereunder with respect to a Plan (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code).

"REQUIRED BANKS" shall mean, at any time, Banks holding Loans representing at least 66-2/3% of the sum of the aggregate principal amount of the Loans outstanding or, if no Loans are outstanding, Banks having Commitments representing at least 66-2/3% of the aggregate Commitments.

"RESPONSIBLE OFFICER" of any corporation shall mean any executive officer or Financial Officer of such corporation and any other officer or similar official thereof responsible for the administration of the obligations of such corporation in respect of this Agreement.

"SALE AND LEASEBACK TRANSACTION" shall have the meaning given such term in Section 6.02.

"SENIOR DEBT" shall mean, at the time of determination thereof, the Loans then outstanding hereunder and all other Funded Debt outstanding at such time, other than any of such Funded Debt which by its terms or by agreement is subordinated in right of payment to the Loans then outstanding hereunder in a manner satisfactory to, and approved by, the Required Banks, and under which no scheduled principal payments are due prior to the Maturity Date.

"STATUTORY RESERVES" shall mean a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board and any other banking authority to which the Agent is

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subject (a) with respect to the Adjusted CD Rate or the Base CD Rate (as such term is used in the definition of "Alternate Base Rate"), for new negotiable nonpersonal time deposits in Dollars of \$100,000 or more with maturities approximately equal to (i) the applicable Interest Period, in the case of the Adjusted CD Rate, and (ii) three months, in the case of the Base CD Rate (as such term is used in the definition of "Alternate Base Rate"), and (b) with

respect to the Adjusted LIBO Rate, for Eurocurrency Liabilities (as defined in Regulation D). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute Eurocurrency Liabilities and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets which may be available from time to time to any Bank under such Regulation D. Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"SUBSIDIARY" shall mean, with respect to any person (the "Parent"), any corporation, association or other business entity of which securities or other ownership interests representing more than 50% of the ordinary voting power are, at the time as of which any determination is being made, owned or Controlled by the Parent or one or more subsidiaries of the Parent or by the Parent and one or more subsidiaries of the Parent.

"SUBSIDIARY" shall mean any subsidiary of the Borrower, other than those entities listed on Schedule I.

"TOTAL INDEBTEDNESS" with respect to the Borrower shall mean the aggregate amount of all Indebtedness of the Borrower and the Subsidiaries, calculated on a consolidated basis, without duplication.

"TRANSACTIONS" shall have the meaning assigned to such term in Section 3.02.

"TYPE", when used in respect of any Loan or Borrowing, shall refer to the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes hereof, "RATE" shall include the Adjusted LIBO Rate, the Adjusted CD Rate and the Alternate Base Rate.

"WITHDRAWAL LIABILITY" shall mean 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 1 of Subtitle E of Title IV of ERISA.

SECTION 1.02. TERMS GENERALLY. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Except as otherwise expressly provided herein, (a) any reference in this Agreement to any Loan Document shall mean such document as amended, restated, supplemented or otherwise modified from time to time and (b) all terms of an accounting or financial nature shall be construed in accordance with generally accepted accounting principles, as in effect from time to time; PROVIDED, HOWEVER, that, for purposes of determining compliance with any covenant set forth in Article VI, such terms shall be construed in accordance with generally accepted accounting principles, as in effect on the date of this Agreement applied on a basis consistent with the application used in preparing the Borrower's audited financial statements referred to in Section 3.05.

ARTICLE II

The Credits

SECTION 2.01. COMMITMENTS. Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Bank agrees, severally and not jointly, to make Loans to the Borrower, at any time and from time to time on or after the date hereof and until the earlier of the Maturity Date and the termination of the Commitment of such Bank in accordance with the terms hereof, in an aggregate principal amount at any time outstanding not to exceed the Commitment of such Bank set forth opposite its name on Schedule 2.01, as the same may be reduced from time to time pursuant to Section 2.09.

Within the limits set forth in Schedule 2.01, the Borrower may borrow, pay or prepay and reborrow Loans on or after the date hereof and prior to the Maturity Date, subject to the terms, conditions and limitations set forth herein.

SECTION 2.02. LOANS. (a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Banks ratably in accordance with their Commitments; PROVIDED, HOWEVER, that the failure of any Bank to make any Loan shall not in itself relieve any other Bank of its obligation to lend hereunder (it being understood, however, that no Bank shall be responsible for the failure of any other Bank to make any Loan required to be made by such other Bank). The Loans comprising each Borrowing shall be in an aggregate principal amount which is an integral multiple of \$500,000 and not less than \$2,500,000 (or an aggregate principal amount equal to the remaining balance of the Commitments).

(b) Each Borrowing shall be comprised entirely of ABR Loans, CD Loans or Eurodollar Loans, as the Borrower may request pursuant to Section 2.03. Each Bank may at its option fulfill its Commitment with respect to any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Bank to make such Loan; PROVIDED that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement and the applicable Note. Borrowings of more than one Type may be outstanding at the same time; PROVIDED, HOWEVER, that the Borrower shall not be entitled to request any Borrowing which, if made, would result in an aggregate of more than seven separate CD Loans or Eurodollar Loans of any Bank being outstanding hereunder at any one time. For purposes of the foregoing, Loans having different Interest Periods, regardless of whether they commence on the same date, shall be considered separate Loans.

(c) Subject to paragraph (d) below, each Bank shall make a Loan in the amount of its pro rata portion, as determined under Section 2.14, of each Borrowing hereunder on the proposed date thereof by wire transfer of immediately available funds to the Agent in New York, New York, not later than 12:00 noon, New York City time, and the Agent shall by 3:00 p.m., New York City time, credit the amounts so received to the general deposit account of the Borrower with the Agent or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall

not have been met, return the amounts so received to the respective Banks. Unless the Agent shall have received notice from a Bank prior to the date of any Borrowing, or, in the case of an ABR Borrowing, by 12:00 noon, New York City time, on the date of such ABR Borrowing, that such Bank will not make available to the Agent such Bank's portion of such Borrowing, the Agent may assume that such Bank has made such portion available to the Agent on the date of such Borrowing in accordance with this paragraph (c) and the Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Bank shall not have made such portion available to the Agent, such Bank and the Borrower severally agree to repay to the Agent forthwith on demand such corresponding amount together with interest thereon, (i) in the case of the Borrower, for each day from the date such amount is made available to the Borrower to (but not including) the date on which such amount is repaid to the Agent, at the interest rate applicable at the time to the Loans comprising such Borrowing (provided that the Borrower shall not be required to pay any amount as a premium, penalty or similar prepayment charge in connection with any such repayment) and (ii) in the case of such Bank, for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Agent, at the Federal Funds Effective Rate. If such Bank shall repay to the Agent such corresponding amount, such amount shall (so long as such corresponding amount advanced by the Agent on behalf of such Bank to the Borrower remains part of an outstanding Borrowing hereunder) constitute such Bank's Loan as part of such Borrowing for purposes of this Agreement. Without prejudice to any other recourse or remedy that may be available to the Borrower against such Bank, such Bank shall not be entitled to receive, and the Borrower shall not be required to pay, a Commitment Fee pursuant to Section 2.05(a) of this Agreement on any amount that such Bank is obligated to repay to the Agent as provided above.

(d) The Borrower may refinance all or any part of any Borrowing with a Borrowing of the same or a different Type, subject to the conditions and limitations set forth in this Agreement. Any Borrowing or part thereof so refinanced shall be deemed to be repaid or prepaid in accordance with Section 2.04 or 2.10, as applicable, with the proceeds of a new Borrowing, and the proceeds of the new Borrowing, to the extent they do not exceed the

principal amount of the Borrowing being refinanced, shall not be paid by the Banks

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to the Agent or by the Agent to the Borrower pursuant to paragraph (c) above.

SECTION 2.03. NOTICE OF BORROWINGS. The Borrower shall give the Agent written, telex or telecopy notice (or telephone notice promptly confirmed in writing or by telex or telecopy) in the case of Borrowing that is (a) a Euro-dollar Borrowing, not later than 10:00 a.m., New York City time, three Business Days before a proposed Borrowing, (b) a CD Borrowing, not later than 10:00 a.m., New York City time, two Business Days before a proposed Borrowing and (c) an ABR Borrowing, not later than 11:00 a.m., New York City time, the day of a proposed Borrowing. Such notice shall be irrevocable and shall in each case refer to this Agreement and specify (i) whether the Borrowing then being requested is to be a Eurodollar Borrowing, a CD Borrowing or an ABR Borrowing; (ii) the date of such Borrowing (which shall be a Business Day) and the amount thereof; and (iii) if such Borrowing is to be a Eurodollar Borrowing or CD Borrowing, the Interest Period with respect thereto. If no election as to the Type of Borrowing is specified in any such notice, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period with respect to any Eurodollar Borrowing or CD Borrowing is specified in any such notice, then the Borrower shall be deemed to have selected an Interest Period of one month's duration, in the case of a Eurodollar Borrowing, or 30 days' duration, in the case of a CD Borrowing. If the Borrower shall not have given notice in accordance with this Section 2.03 of its election to refinance a Borrowing prior to the end of the Interest Period in effect for such Borrowing, then the Borrower shall (unless such Borrowing is repaid at the end of such Interest Period) be deemed to have given notice of an election to refinance such Borrowing with an ABR Borrowing. The Agent shall promptly advise the Banks of any notice given pursuant to this Section 2.03 and of each Bank's portion of the requested Borrowing.

SECTION 2.04. NOTES; REPAYMENT OF LOANS. The Loans made by each Bank shall be evidenced by a Note, duly executed on behalf of the Borrower, dated the Closing Date, in substantially the form attached hereto as Exhibit A with the blanks appropriately filled, payable to the order of such Bank in a principal amount equal to such Bank's Commitment. The outstanding principal balance of each Loan, as evidenced by such a Note, shall be payable on the last day of the Interest Period applicable to such Loan. Each Note shall bear interest from the date of the first Borrow-

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ing hereunder on the outstanding principal balance thereof as set forth in Section 2.06. Each Bank shall, and is hereby authorized by the Borrower to, endorse on the schedule attached to each Note delivered to such Bank (or on a continuation of such schedule attached to such Note and made a part thereof), or otherwise to record in such Bank's internal records, an appropriate notation evidencing the date and amount of each Loan from such Bank, each payment and prepayment of principal of any such Loan, each payment of interest on any such Loan and the other information provided for on such schedule; PROVIDED, HOWEVER, that the failure of any Bank to make such a notation or any error therein shall not affect the obligation of the Borrower to repay the Loans made by such Bank in accordance with the terms of this Agreement and the applicable Notes.

SECTION 2.05. FEES. (a) The Borrower agrees to pay to each Bank, through the Agent, on the last Business Day of March, June, September and December in each year, and on the earlier of the Maturity Date and the date on which the Commitment of such Bank shall be terminated as provided herein, a commitment fee (a "Commitment Fee") equal to the applicable Commitment Fee Percentage on the average daily unused amount of the Commitment of such Bank during the preceding quarter (or shorter period commencing with the date hereof or ending with the Maturity Date or the date on which the Commitment of such Bank shall be terminated). All Commitment Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days. The Commitment Fee due to each Bank shall commence to accrue on the date of this Agreement and shall cease to accrue on the earlier of the Maturity Date and the date on which the Commitment of such Bank shall be terminated as provided herein.

(b) The Borrower agrees to pay to the Agent, for its own account, agent and administrative fees (the "Administrative Fees") in the amounts agreed upon in the letter agreement dated February 22, 1995, between the Borrower and the Agent.

(c) All Fees shall be paid on the dates due, in immediately available funds, to the Agent for distribution, if and as appropriate, among the Banks. Once paid, none of the Fees shall be refundable under any circumstances.

SECTION 2.06. INTEREST ON LOANS. (a) Subject to the provisions of Section 2.07, the Loans comprising each

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ABR Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, when determined by reference to the Prime Rate and over a year of 360 days at all other times) at a rate per annum equal to the Alternate Base Rate.

(b) Subject to the provisions of Section 2.07, the Loans comprising each CD Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days) at a rate per annum equal to the Adjusted CD Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin with respect to such Loans.

(c) Subject to the provisions of Section 2.07, the Loans comprising each Eurodollar Borrowing shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days) at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period in effect for such Eurodollar Borrowing plus the Applicable Margin with respect to such Loans.

(d) Interest on each Loan shall be payable on the Interest Payment Dates applicable to such Loan except as otherwise provided in this Agreement. The applicable Alternate Base Rate, Adjusted CD Rate or Adjusted LIBO Rate for each Interest Period or day within an Interest Period, as the case may be, shall be determined by the Agent, and such determination shall be conclusive absent manifest error. The Agent shall, upon request, advise the Borrower of any such determination.

SECTION 2.07. DEFAULT INTEREST. If the Borrower shall default (i) in the payment of the principal of or interest on any Loan or any other amount becoming due hereunder, by acceleration or otherwise or (ii) in the due observance of the covenants contained in Section 6.06 or 6.07, the Borrower shall on demand from time to time pay interest, to the extent permitted by law, in the case of a default under clause (i) hereof on such defaulted amount up to (but not including) the date of actual payment (after as well as before judgment), and, in the case of a default under clause (ii) hereof, on the aggregate amount of the Loans outstanding on the date of such default from the date 60 days after such default up to (but not including) the date the Borrower shall cease to fail to comply with Sections 6.06 or 6.07, in each case at a rate per annum (computed on the basis of the actual number of days elapsed

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over a year of 360 days) equal to the Alternate Base Rate plus 2%.

SECTION 2.08. ALTERNATE RATE OF INTEREST. (a) In the event, and on each occasion, that on the day two Business Days prior to the commencement of any Interest Period for a Eurodollar Borrowing the Agent shall have determined that dollar deposits in the principal amounts of the Loans comprising such Borrowing are not generally available in the London interbank market, or that the rates at which such dollar deposits are being offered will not adequately and fairly reflect the cost to any Bank of making or maintaining its Eurodollar Loan during such Interest Period, or that reasonable means do not exist for ascertaining the Adjusted LIBO Rate, the Agent shall, as soon as practicable thereafter, give written, telex or telecopy notice of such determination to the Borrower and the Banks. In the event of any such determination, any request by the Borrower for a Eurodollar Borrowing pursuant to Section 2.03 shall, until the Agent shall have advised the Borrower and the Banks that the circumstances giving rise to such notice no longer exist, be deemed to be a request for an ABR Borrowing. Each determination by the Agent hereunder shall be conclusive absent manifest error.

(b) In the event, and on each occasion, that on or before the day on which the Adjusted CD Rate for a CD Borrowing is to be determined the Agent shall have determined that such Adjusted CD Rate cannot be determined for any reason, including the inability of the Agent to obtain sufficient bids in accordance with the terms of the definition of Fixed CD Rate, or the Agent shall determine that the Adjusted CD Rate for such CD Borrowing will not adequately

and fairly reflect the cost to any Bank of making or maintaining its CD Loan during such Interest Period, the Agent shall, as soon as practicable thereafter, give written, telex or telecopy notice of such determination to the Borrower and the Banks. In the event of any such determination, any request by the Borrower for a CD Borrowing pursuant to Section 2.03 shall, until the Agent shall have advised the Borrower and the Banks that the circumstances giving rise to such notice no longer exist, be deemed to be a request for an ABR Borrowing. Each determination by the Agent hereunder shall be conclusive absent manifest error.

SECTION 2.09. TERMINATION AND REDUCTION OF COMMITMENTS. (a)

Upon at least three Business Days' prior

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irrevocable written, telex or telecopy notice (or telephone notice promptly confirmed in writing or by telex or telecopy) to the Agent, the Borrower may at any time in whole permanently terminate, or from time to time in part permanently reduce, the Commitments; PROVIDED, HOWEVER, that each partial reduction of the Commitments shall be in an integral multiple of \$1,000,000 and in a minimum aggregate principal amount of \$5,000,000.

(b) Each reduction in the Commitments hereunder shall be made ratably among the Banks in accordance with their respective applicable Commitments. The Borrower shall pay to the Agent for the account of the Banks, on the date of each termination or reduction, the Commitment Fees on the amount of the Commitments so terminated or reduced accrued through the date of such termination or reduction.

(c) The Commitments shall be automatically terminated at 5:00 p.m., New York City time, on the Maturity Date.

SECTION 2.10. PREPAYMENT. (a) The Borrower shall have the

right at any time and from time to time to prepay any Borrowing, in whole or in part, upon at least three Business Days' prior written, telex or telecopy notice (or telephone notice promptly confirmed by written, telex or telecopy notice) to the Agent; PROVIDED, HOWEVER, that each partial prepayment shall be in an amount which is an integral multiple of \$1,000,000 and not less than \$5,000,000.

(b) On the date of any termination or reduction of the Commitments pursuant to Section 2.09 or 6.04, the Borrower shall pay or prepay so much of the Borrowings as shall be necessary in order that the aggregate principal amount of the Loans outstanding will not exceed the aggregate Commitments after giving effect to such termination or reduction.

(c) Each notice of prepayment shall specify the prepayment date and the principal amount of each Borrowing (or portion thereof) to be prepaid, shall be irrevocable and shall commit the Borrower to prepay such Borrowing by the amount stated therein on the date stated therein. All prepayments under this Section 2.10 shall be subject to Section 2.13 but otherwise without premium or penalty. All prepayments under this Section 2.10 shall be accompanied by

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accrued interest on the principal amount being prepaid to the date of payment.

SECTION 2.11. RESERVE REQUIREMENTS; CHANGE IN CIRCUMSTANCES.

(a) Notwithstanding any other provision herein, if after the date of this Agreement any change in applicable law or regulation or in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof (whether or not having the force of law) shall change the basis of taxation of payments to any Bank of the principal of or interest on any Eurodollar Loan or CD Loan made by such Bank or any Fees or other amounts payable hereunder (other than changes in respect of taxes imposed on the overall net income of such Bank by the jurisdiction in which such Bank has its principal office or by any political subdivision or taxing authority therein), or shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of or credit extended by such Bank (except any such reserve requirement which is reflected in the Adjusted LIBO Rate or the Adjusted CD Rate) or shall impose on such Bank or the London interbank market any other condition affecting this Agreement or Eurodollar Loans or CD Loans made by such Bank, and the result of any of the foregoing shall be to increase the cost to such Bank of making or maintaining any Eurodollar Loan or CD Loan or to reduce

the amount of any sum received or receivable by such Bank hereunder or under the Notes (whether of principal, interest or otherwise) by an amount deemed by such Bank to be material, then the Borrower will pay to such Bank upon demand such additional amount or amounts as will compensate such Bank for such additional costs incurred or reduction suffered.

(b) If any Bank shall have determined that the applicability of any law, rule, regulation, agreement or guideline adopted pursuant to or arising out of the July 1988 report of the Basle Committee on Banking Regulations and Supervisory Practices entitled "International Convergence of Capital Measurement and Capital Standards", or the adoption after the date hereof of any other law, rule, regulation, agreement or guideline regarding capital adequacy, or any change in any of the foregoing or in the interpretation or administration of any of the foregoing by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Bank (or any lending office of such Bank) or any Bank's holding company with any request or

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directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on such Bank's capital or on the capital of such Bank's holding company, if any, as a consequence of this Agreement or the Loans made by such Bank pursuant hereto to a level below that which such Bank or such Bank's holding company could have achieved but for such applicability, adoption, change or compliance (taking into consideration such Bank's policies and the policies of such Bank's holding company with respect to capital adequacy) by an amount deemed by such Bank to be material, then from time to time the Borrower shall pay to such Bank such additional amount or amounts as will compensate such Bank or such Bank's holding company for any such reduction suffered.

(c) A certificate of each Bank (i) setting forth such amount or amounts (and the manner of determining the same) as shall be necessary to compensate such Bank or its holding company as specified in paragraph (a) or (b) above, as the case may be, and (ii) identifying the event or circumstance that caused the cost or reduction in respect of which such compensation is claimed, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay each Bank the amount shown as due on any such certificate delivered by it within 10 days after its receipt of the same.

(d) Failure on the part of any Bank to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Bank's right to demand compensation with respect to such period or any other period; PROVIDED, HOWEVER, that no Bank shall be entitled to compensation for any such increased costs or reduction in amounts received or receivable with respect to any date unless it shall have notified the Borrower that it will demand compensation therefor not more than 90 days after the later of such date and the date on which the circumstances giving rise to such increased costs or reduction in amounts received or receivable shall take effect. The protection of this Section shall be available to each Bank regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed.

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(e) Any Bank claiming any additional amounts payable pursuant to this Section 2.11 shall use reasonable efforts (consistent with legal and regulatory restrictions) to change the jurisdiction of its applicable lending office if the making of such change would avoid the need for or reduce the amount of any such additional amounts which may thereafter accrue and would not, in the sole determination of such Bank, be otherwise disadvantageous to such Bank.

SECTION 2.12. CHANGE IN LEGALITY. (a) Notwithstanding any other provision herein, if any change in any law or regulation or in the interpretation thereof by any Governmental Authority charged with the administration or interpretation thereof shall make it unlawful for any Bank to make or maintain any Eurodollar Loan or to give effect to its obligations as contemplated hereby with respect to any Eurodollar Loan, then, by written notice to the Borrower and to the Agent, such Bank may:

(i) declare that Eurodollar Loans will not thereafter be made by such Bank hereunder, whereupon any request by the Borrower for a Eurodollar Borrowing shall, as to such Bank only, be deemed a request for an ABR Loan unless such declaration shall be subsequently withdrawn; and

(ii) require that all outstanding Eurodollar Loans made by it be converted to ABR Loans, in which event all such Eurodollar Loans shall be automatically converted to ABR Loans as of the effective date of such notice as provided in paragraph (b) below.

In the event any Bank shall exercise its rights under (i) or (ii) above, all payments and prepayments of principal which would otherwise have been applied to repay the Eurodollar Loans that would have been made by such Bank or the converted Eurodollar Loans of such Bank shall instead be applied to repay the ABR Loans made by such Bank in lieu of- or resulting from the conversion of, such Eurodollar Loans.

(b) For purposes of this Section 2.12, a notice to the Borrower by any Bank shall be effective as to each Eurodollar Loan, if lawful, on the last day of the Interest Period currently applicable to such Eurodollar Loan; in all other cases such notice shall be effective on the date of receipt by the Borrower.

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SECTION 2.13. INDEMNITY. The Borrower shall indemnify each Bank against any loss or reasonable expense which such Bank may sustain or incur as a consequence of any failure by the Borrower to fulfill on the date of any Borrowing hereunder the applicable conditions set forth in Article IV, any failure by the Borrower to borrow or to refinance, convert or to continue any Loan hereunder after irrevocable notice of such borrowing or refinancing, conversion or continuation has been given pursuant to Section 2.03, any payment or prepayment or conversion of a CD Loan or Eurodollar Loan required by any other provision of this Agreement or otherwise made or deemed made on a date other than the last day of the applicable Interest Period, any default in payment or prepayment of the principal amount of any Loan or any part thereof or interest accrued thereon, as and when due and payable (at the due date thereof, whether by scheduled maturity, acceleration, irrevocable notice of prepayment or otherwise), or the occurrence of any Event of Default, including, but not limited to, in each such case, any loss or reasonable expense sustained or incurred or to be sustained or incurred in liquidating or employing deposits from third parties acquired to effect or maintain such Loan or any part thereof as a CD Loan or Eurodollar Loan. Such loss or reasonable expense shall include, without limitation, an amount equal to the excess, if any, as reasonably determined by such Bank of (i) the amount of interest that would have accrued on the principal amount so paid or prepaid or converted or not borrowed (based on the Adjusted CD Rate or the Adjusted LIBO Rate applicable thereto) for the period from the date of such payment or prepayment or conversion or failure to borrow to the last day of the Interest Period for such Loan (or, in the case of a failure to borrow, the Interest Period for such Loan which would have commenced on the date of such failure to borrow) over (ii) the amount of interest (as reasonably determined by such Bank) that would be realized by such Bank in reemploying the funds so paid or prepaid or converted or not borrowed for such period or Interest Period, as the case may be. A certificate of any Bank setting forth any amount or amounts which such Bank is entitled to receive pursuant to this Section 2.13, and the manner of determining the same, shall be delivered to the Borrower and shall be conclusive absent manifest error.

SECTION 2.14. PRO RATA TREATMENT. Except as required under Section 2.12, each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans, each payment of the Commitment Fees,

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each reduction of the Commitments and each refinancing of any Borrowing with, conversion of any Borrowing to or continuation of any Borrowing as a Borrowing of any Type shall be allocated pro rata among the Banks in accordance with their respective applicable Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Loans). Each Bank agrees that in computing such Bank's portion of any Borrowing to be made hereunder, the Agent may, in its discretion, round each

Bank's percentage of such Borrowing, computed in accordance with Section 2.01, to the next higher or lower whole dollar amount.

SECTION 2.15. SHARING OF SETOFFS. Each Bank agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against the Borrower, including, but not limited to, a secured claim under Section 506 of Title 11 of the United States Code or other security or interest arising from, or in lieu of, such secured claim, received by such Bank under any applicable bankruptcy, insolvency or other similar law or otherwise, or by any other means, obtain payment (voluntary or involuntary) in respect of any Loan or Loans as a result of which the unpaid principal portion of its Loans shall be proportionately less than the unpaid principal portion of the Loans of any other Bank, it shall be deemed simultaneously to have purchased from such other Bank at face value, and shall promptly pay to such other Bank the purchase price for, a participation in the Loans of such other Bank, so that the aggregate unpaid principal amount of the Loans and participations in Loans held by each Bank shall be in the same proportion to the aggregate unpaid principal amount of all Loans then outstanding as the principal amount of its Loans prior to such exercise of banker's lien, setoff or counterclaim or other event was to the principal amount of all Loans outstanding prior to such exercise of banker's lien, setoff or counterclaim or other event; PROVIDED, HOWEVER, that if any such purchase or purchases or adjustments shall be made pursuant to this Section and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest. The Borrower expressly consents to the foregoing arrangements and agrees that any Bank holding a participation in a Loan deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by the

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Borrower to such Bank by reason thereof as fully as if such Bank had made a Loan directly to the Borrower in the amount of such participation.

SECTION 2.16. PAYMENTS. (a) The Borrower shall make each payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder and under any other Loan Document not later than 1:00 p.m., New York City time, on the date when due in Dollars to the Agent at its offices at 270 Park Avenue, New York, New York 10017 (or any other office designated in a notice from the Agent to the Borrower), in immediately available funds.

(b) Whenever any payment (including principal of or interest on any Borrowing or any Fees or other amounts) hereunder or under any other Loan Document shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

SECTION 2.17. TAXES. (a) Any and all payments by the Borrower hereunder shall be made, in accordance with Section 2.16, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, EXCLUDING taxes imposed on the net income of the Agent or any Bank (or any transferee or assignee thereof, including a participation holder (any such entity being called a "Transferee")) and franchise taxes imposed on the Agent or any Bank (or Transferee) by the United States or any jurisdiction under the laws of which the Agent or any such Bank (or Transferee) is organized or any political subdivision thereof (all such nonexcluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to the Banks (or any Transferee) or the Agent, (i) the sum payable shall be increased by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.17) such Bank (or Transferee) or the Agent (as the case may be) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant taxing authority or

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other Governmental Authority in accordance with applicable law; PROVIDED, HOWEVER, that no Transferee of any Bank shall be entitled to receive any greater

payment under this paragraph (a) than such Bank would have been entitled to receive with respect to the rights assigned, participated or otherwise transferred unless such assignment, participation or transfer shall have been made at a time when the circumstances giving rise to such greater payment did not exist.

(b) In addition, the Borrower agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document (hereinafter referred to as "Other Taxes").

(c) The Borrower will indemnify each Bank (or Transferee) and the Agent for the full amount of Taxes and Other Taxes paid by such Bank (or Transferee) or the Agent, as the case may be, and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted by the relevant taxing authority or other Governmental Authority; PROVIDED, HOWEVER, that a Bank shall not be entitled to compensation for a Tax or Other Tax unless such Bank notifies the Borrower of the possible imposition of such Tax or Other Tax within 90 days after the earlier to occur of (i) the date such Bank receives a written claim for such Tax or Other Tax from a taxing authority with respect to any payment made hereunder or the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document and (ii) the date such Bank becomes aware that such Tax or Other Tax is due with respect to any payment made hereunder or the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document; and FURTHER PROVIDED that, as of the date hereof (and assuming that payments were being made on Loans outstanding hereunder on such date), each Bank and the Agent hereby confirms to the Borrower that such Bank and the Agent are aware of no Taxes or Other Taxes that would be assessed against or incurred by it that could entitle it to compensation from Borrower pursuant to this Section 2.17. Such indemnification shall be made within 30 days after the date any Bank (or Transferee) or the Agent, as the case may be, makes written demand therefor. If a Bank (or Transferee) or the Agent shall become aware that it is

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entitled to receive a refund in respect of Taxes or Other Taxes as to which it has been indemnified by the Borrower pursuant to this Section 2.17, it shall promptly notify the Borrower of the availability of such refund and shall, within 30 days after receipt of a request by the Borrower, apply for such refund at the Borrower's expense. If any Bank (or Transferee) or the Agent receives a refund in respect of any Taxes or Other Taxes as to which it has been indemnified by the Borrower pursuant to this Section 2.17, it shall promptly notify the Borrower of such refund and shall, within 30 days after receipt of a request by the Borrower (or promptly upon receipt, if the Borrower has requested application for such refund pursuant hereto), repay such refund to the Borrower (to the extent of amounts that have been paid by the Borrower under this Section 2.17 with respect to such refund), net of all out-of-pocket expenses of such Bank and without interest; PROVIDED that the Borrower, upon the request of such Bank (or Transferee) or the Agent, agrees to return such refund (plus penalties, interest or other charges) to such Bank (or Transferee) or the Agent in the event such Bank (or Transferee) or the Agent is required to repay such refund. Nothing contained in this paragraph (c) shall require any Bank (or Transferee) or the Agent to make available any of its tax returns (or any other information relating to its taxes which it deems to be confidential).

(d) Within 30 days after the date of any payment of Taxes or Other Taxes withheld by the Borrower in respect of any payment to any Bank (or Transferee) or the Agent, the Borrower will furnish to the Agent, at its address referred to in Section 9.01, the original or a certified copy of a receipt evidencing payment thereof.

(e) Without prejudice to the survival of any other agreement contained herein, the agreements and obligations contained in this Section 2.17 shall survive the payment in full of the principal of and interest on all Loans made hereunder.

(f) Upon the written request of the Borrower, each Bank (or Transferee) that is organized under the laws of a jurisdiction outside the United States shall, if legally able to do so, prior to the immediately following due date of any payment by the Borrower hereunder, deliver to the Borrower such certificates, documents or other evidence, as required by the Code or Treasury Regulations issued pursuant thereto, including Internal Revenue Service

Form 1001 or Form 4224 and any other certificate or statement of exemption required by Treasury Regulation Section 1.1441-1, 1.1441-4 or 1.1441-6(c) or any subsequent version thereof or successors thereto, properly completed and duly executed by such Bank (or Transferee) establishing that such payment is (i) not subject to United States Federal withholding tax under the Code because such payment is effectively connected with the conduct by such Bank (or Transferee) of a trade or business in the United States or (ii) totally exempt from United States Federal withholding tax, or subject to a reduced rate of such tax under a provision of an applicable tax treaty. Unless the Borrower and the Agent have received forms or other documents satisfactory to them indicating that such payments hereunder or under the Notes are not subject to United States Federal withholding tax or are subject to such tax at a rate reduced by an applicable tax treaty, the Borrower or the Agent shall withhold taxes from such payments at the applicable statutory rate.

(g) The Borrower shall not be required to pay any additional amounts to any Bank (or Transferee) in respect of United States Federal withholding tax pursuant to paragraph (a) above if the obligation to pay such additional amounts would not have arisen but for a failure by such Bank (or Transferee) to comply with the provisions of paragraph (f) above; PROVIDED, HOWEVER, that the Borrower shall be required to pay those amounts to any Bank (or Transferee) that it was required to pay hereunder prior to the failure of such Bank (or Transferee) to comply with the provisions of such paragraph (f).

(h) Any Bank (or Transferee) claiming any additional amounts payable pursuant to this Section 2.17 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document requested by the Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such additional amounts which may thereafter accrue and would not, in the sole determination of such Bank, be otherwise disadvantageous to such Bank (or Transferee).

SECTION 2.18. TERMINATION OR ASSIGNMENT OF COMMITMENTS UNDER CERTAIN CIRCUMSTANCES. In the event that any Bank shall have delivered a notice or certificate pursuant to Section 2.11 or 2.12, or the Borrower shall be required to make additional payments to any Bank under

Section 2.17, the Borrower shall have the right, at its own expense, upon notice to such Bank and the Agent, (a) to terminate the Commitment of such Bank or (b) to require such Bank to transfer and assign without recourse (in accordance with and subject to the restrictions contained in Section 9.04) all its interests, rights and obligations under this Agreement to another financial institution which shall assume such obligations; PROVIDED that (i) no such termination or assignment shall conflict with any law, rule or regulation or order of any Governmental Authority and (ii) the Borrower or the assignee, as the case may be, shall pay to the affected Bank in immediately available funds on the date of such termination or assignment the principal of and interest accrued to the date of payment on the Loans made by it hereunder and all other amounts accrued for its account or owed to it hereunder.

ARTICLE III

Representations and Warranties

The Borrower represents and warrants to each of the Banks that:

SECTION 3.01. ORGANIZATION, CORPORATE POWERS. (a) Each of the Borrower and the Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, has the requisite corporate power and authority to own its property and assets and to carry on its business as now conducted and proposed to be conducted, is qualified to do business in every jurisdiction where the nature of the business conducted or the property owned or leased by it requires such qualification, except where the failure so to qualify would not have a Material Adverse Effect and, in the case of the Borrower, has the corporate power and authority to execute, deliver and perform its obligations under each Loan Document to which it is or will be a party and to borrow hereunder.

(b) Each of the Borrower and the Subsidiaries has obtained and maintains all licenses, permits, franchises, patents, copyrights, trademarks,

trade names, consents and approvals necessary to own its property and assets and to carry on its business as now conducted, except where the failure to do so would not have a Material Adverse Effect.

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SECTION 3.02. AUTHORIZATION. The execution, delivery and performance by the Borrower of each Loan Document to which it is or will be a party, the borrowings hereunder by the Borrower, the execution and delivery of the Notes by the Borrower, the use of proceeds of the Loans in accordance with this Agreement and the other transactions constituting any of the foregoing (collectively, the "Transactions") (a) have been duly authorized by all requisite corporate and, if required, stockholder action and (b) will not (i) violate (A) any provision of any law, statute, rule or regulation applicable to, or of the certificate or articles of incorporation or the regulations or By-laws of the Borrower or any Subsidiary, (B) any order of any Governmental Authority binding upon the Borrower or any Subsidiary or (C) any material provision of any indenture, agreement or other instrument to which the Borrower or any Subsidiary is a party, or by which the Borrower or any Subsidiary or any of their properties or assets are or may be bound, (ii) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under any such indenture, agreement or other instrument or (iii) result in the creation or imposition of any Lien upon any property or assets now owned or hereafter acquired by the Borrower or any Subsidiary.

SECTION 3.03. GOVERNMENTAL APPROVALS. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the Transactions, except such as have been made or obtained and are in full force and effect.

SECTION 3.04. ENFORCEABILITY. This Agreement has been duly executed and delivered by the Borrower and constitutes, and the Notes, when duly executed and delivered by the Borrower, will constitute, a legal, valid and binding obligation of the Borrower, enforceable in accordance with their respective terms.

SECTION 3.05. FINANCIAL STATEMENTS. The Borrower has heretofore delivered to the Banks its consolidated balance sheet as of December 31, 1993, consolidated statement of operations for the fiscal year ended December 31, 1993, and consolidated statement of cash flows for the fiscal year ended December 31, 1993, of the Borrower and the Subsidiaries, all such consolidated balance sheets and financial statements audited by Ernst & Young and certified by a Financial Officer of the Borrower. Such

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statements present fairly the consolidated financial position of the Borrower and the Subsidiaries as of such dates and the results of their operations for such periods, in conformity with generally accepted accounting principles applied on a consistent basis (except as otherwise disclosed in the notes thereto and subject, where applicable, to year-end audit adjustments). Such balance sheets and the notes thereto disclose all material liabilities, direct or contingent, of the Borrower and the Subsidiaries as of the dates thereof.

SECTION 3.06. NO MATERIAL ADVERSE CHANGE. There has been no material adverse change in the business, assets, operations or financial condition of the Borrower and the Subsidiaries taken as a whole since December 31, 1993.

SECTION 3.07. TITLE TO PROPERTIES; POSSESSION UNDER LEASES. (a) Each of the Borrower and the Subsidiaries has good and marketable title to (or valid leasehold interests in) all their material properties and assets reflected in the financial statements referred to in Section 3.05 (or, if more recent, the financial statements referred to in Section 5.05), except for such properties as are no longer used or useful in the conduct of their businesses or as have been disposed of since the date of such financial statements in the ordinary course of business and except for any Permitted Liens affecting title to such properties.

(b) Each of the Borrower and the Subsidiaries has complied with all material obligations under all material leases to which any of them is a party and under which any of them is in occupancy, and all such leases are in full force and effect. The Borrower and the Subsidiaries enjoy peaceful and undisturbed possession under all such leases.

SECTION 3.08. LITIGATION; COMPLIANCE WITH LAWS. (a) There are not any actions, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of the Borrower or any Subsidiary, threatened against or affecting the Borrower or any Subsidiary or any business, property or rights of the Borrower or any Subsidiary (i) which involve any Loan Document or the Transactions or (ii) as to which there is a reasonable possibility of an adverse determination and which, if adversely determined, would, individually or in the aggregate, result in a Material Adverse Effect.

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(b) Neither the Borrower nor any of the Subsidiaries is in violation of any law, rule or regulation, or in default with respect to any judgment, writ, injunction or decree of any Governmental Authority, where such violation or default could result in a Material Adverse Effect; PROVIDED, that the foregoing is not applicable to ERISA, which is treated separately in Section 3.12, or to Environmental Laws, which are treated separately in Section 3.16. The Transactions will not violate any law or regulation applicable to or binding upon the Borrower or the Subsidiaries or violate or be prohibited by any law, order, judgment, writ, injunction decree or order of any Governmental Authority applicable to or binding upon the Borrower or the Subsidiaries.

SECTION 3.09. AGREEMENTS. (a) Neither the Borrower nor any Subsidiary is a party to any agreement or instrument or subject to any corporate restriction that has resulted or is reasonably expected to result in a Material Adverse Effect.

(b) Neither the Borrower nor any of its Subsidiaries is in default in any manner under any provision of any indenture or other agreement or instrument evidencing Indebtedness, or any other material agreement or instrument to which it is a party or by which it or any of its properties or assets are or may be bound, where such default would be reasonably expected to result in a Material Adverse Effect.

SECTION 3.10. FEDERAL RESERVE REGULATIONS. (a) Neither the Borrower nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

(b) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose, or (ii) for any purpose which entails a violation of, or which is inconsistent with, the provisions of the Regulations of the Board, including, without limitation, Regulations G, U and X.

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SECTION 3.11. TAXES. Each of the Borrower and each Subsidiary has filed or caused to be filed all Federal, state, local and foreign tax returns which are required to be filed by it, and has paid or caused to be paid all taxes shown to be due and payable on such returns or on any assessments received by it, other than any taxes or assessments the validity of which the Borrower or such Subsidiary is contesting in good faith by appropriate proceedings, and with respect to which the Borrower or such Subsidiary shall, to the extent required by generally accepted accounting principles applied on a consistent basis, have set aside on its books adequate reserves.

SECTION 3.12. EMPLOYEE BENEFIT PLANS. Each of the Borrower, the Subsidiaries and their respective ERISA Affiliates is in compliance in all material respects with those provisions of ERISA and the regulations and published interpretations thereunder which are applicable to it. No Reportable Event has occurred with respect to any Plan as to which the Borrower or any Subsidiary or ERISA Affiliate was required to file a report with the PBGC. As of January 1, 1995 the present value of all benefit liabilities under each Plan maintained by the Borrower or any ERISA Affiliate (based on those assumptions used to fund such Plan) did not exceed by more than \$15,000,000 the value of the assets of such Plan. None of the Borrower and the ERISA Affiliates has incurred any Withdrawal Liability that could result in a Material Adverse Effect. None of the Borrower and the ERISA Affiliates has received any notification that any

Multiemployer Plan is in reorganization or has been terminated, within the meaning of Title IV of ERISA, and no Multiemployer Plan is reasonably expected to be in reorganization or to be terminated, where such reorganization has resulted or can reasonably be expected to result through increases in the contributions required to be made to such Plan or otherwise in a Material Adverse Effect.

SECTION 3.13. NO MATERIAL MISSTATEMENTS. No information, report, financial statement, exhibit or schedule furnished on or prior to the date hereof by or on behalf of the Borrower or any Subsidiary to the Agent or any Bank in connection with the negotiation of any Loan Document or included in such Loan Document or delivered pursuant thereto and no information, report, financial statement, exhibit or schedule delivered pursuant to this Agreement after the date hereof contained, contains or will contain any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the

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statements therein, in the light of the circumstances under which they were made, not misleading; PROVIDED, HOWEVER, that the representation and warranty contained in this Section 3.13 shall not apply to any financial or other business projections or pro forma financial statements delivered at any time. All financial or other business projections and pro forma financial statements provided to the Banks by the Borrower from time to time have been prepared in good faith based on estimates, information and assumptions which the Borrower in good faith believes to be reasonable and which the Borrower will, upon the request at any time of the Agent or any Bank, disclose and discuss with such person or its authorized representatives any of such estimates, information and assumptions.

SECTION 3.14. INVESTMENT COMPANY ACT AND PUBLIC UTILITY HOLDING COMPANY ACT. Neither the Borrower nor any Subsidiary is (a) an "investment company" as defined in, or otherwise subject to regulation under, the Investment Company Act of 1940 or (b) a "holding company" within the meaning of, or otherwise subject to regulation under, the Public Utility Holding Company Act of 1935.

SECTION 3.15. USE OF PROCEEDS. The Borrower will use the proceeds of the Loans only for the general corporate purposes of the Borrower and the Subsidiaries.

SECTION 3.16. ENVIRONMENTAL AND SAFETY MATTERS. Except as set forth in Schedule 3.16, the Borrower and each Subsidiary has complied in all material respects with all Federal, state, local and other statutes, ordinances, orders, judgments, rulings and regulations relating to environmental pollution or to environmental regulation or control or to employee health or safety. Except as set forth in Schedule 3.16, neither the Borrower nor any Subsidiary has received notice of any material failure so to comply. Except as set forth in Schedule 3.16, the Borrower's and the Subsidiaries' plants do not manage any hazardous wastes, hazardous substances, hazardous materials, toxic substances, toxic pollutants or substances similarly denominated, as those terms or similar terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Clean Air Act, the Clean Water Act or any other applicable law relating to environmental pollution or employee health and safety, in violation of any law or regulations which violations the Borrower reasonably

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believes either individually or in the aggregate, will have a Material Adverse Effect. Except as set forth in Schedule 3.16, the Borrower is aware of no events, conditions or circumstances involving environmental pollution or contamination or employee health or safety that could reasonably be expected to result in a Material Adverse Effect.

ARTICLE IV

Conditions of Lending

The obligations of the Banks in respect of each Borrowing shall be subject to satisfaction of the following conditions precedent:

SECTION 4.01. ALL BORROWINGS. On the date of each Borrowing, including each Borrowing in which Revolving Loans are refinanced with new Loans as contemplated by Section 2.02(d):

(a) The Agent shall have received a notice of such Borrowing as required by Section 2.03.

(b) The representations and warranties set forth in Article III hereof and in each other Loan Document shall be true and correct in all material respects on and as of the date of such Borrowing with the same effect as though made on and as of such date (except insofar as such representations and warranties relate expressly and solely to an earlier date).

(c) The Borrower shall be in compliance with all the terms and provisions set forth herein as in each other Loan Document on its part to be observed or performed, and at the time of and immediately after such Borrowing no Event of Default or Default shall have occurred and be continuing.

(d) The Banks shall have received such other instruments and documents as they may have reasonably requested from the Borrower in connection with the Loans to be made on such date.

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrower on the date of

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such Borrowing as to the matters specified in paragraphs (b) and (c) of this Section 4.01.

SECTION 4.02. FIRST BORROWING. On the date hereof:

(a) Each Bank shall have received a duly executed Note complying with the provisions of Section 2.04.

(b) The Agent shall have received the favorable written opinion of Frank L. Hartman, Counsel to the Borrower, to the effect set forth in Exhibit D hereto which shall be dated the date hereof, addressed to the Banks and satisfactory to the Banks.

(c) The Agent shall have received (i) a copy of the certificate of incorporation or articles of incorporation, as the case may be, as amended, of the Borrower certified by the Secretary of State of the state of its incorporation as of a recent date, and a certificate as to the good standing of and charter documents filed by the Borrower from such Secretary of State, dated as of a recent date; (ii) a certificate of the Secretary or an Assistant Secretary of the Borrower, dated the date hereof and certifying (A) that attached thereto is a true and complete copy of the By-laws of the Borrower as in effect on the date of such certificate and at all times since a date prior to the date of the resolutions of such corporation described in item (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors of the Borrower authorizing the execution, delivery and performance of all Loan Documents, the Borrowings by the Borrower hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate of incorporation or articles of incorporation of the Borrower have not been amended since the date of the certification thereof furnished pursuant to (i) above, and (D) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection therewith; (iii) a certificate of another officer of the Borrower as to the incumbency and specimen signature of the Secretary or such Assistant Secretary of the Borrower; and (iv) such other documents as the Banks or their counsel or Cravath, Swaine & Moore, counsel for or the Agent, may reasonably request.

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(d) The Revolving Credit Commitment (as defined in the Existing Credit Agreement) of each bank under the Existing Credit

Agreement shall have been terminated on the date hereof, all Revolving Credit Loans (as defined in the Existing Credit Agreement) outstanding and other amounts owed to the banks thereunder (including Term Loans (as defined in the Existing Credit Agreement) outstanding) shall have been paid in full on the date hereof.

(e) All legal matters incident to the Loan Documents, the Loans to be made on such date and the Transactions shall be satisfactory from a legal point of view to Cravath, Swaine & Moore, counsel for the Agent.

ARTICLE V

Affirmative Covenants

The Borrower covenants and agrees with each Bank that so long as this Agreement shall remain in effect or the principal of or interest on any Loan, or any Fee, or any other expenses or amounts payable under any Loan Document shall be unpaid, unless the Required Banks shall otherwise consent in writing, it will, and will cause each Subsidiary to:

SECTION 5.01. CORPORATE EXISTENCE. Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, except as otherwise permitted by Section 6.03.

SECTION 5.02. BUSINESSES AND PROPERTIES. At all times do or cause to be done all things necessary to obtain, preserve, renew and keep in full force and effect the rights, licenses, permits (including those required under Environmental Laws), franchises, authorizations, patents, copyrights, trademarks and trade names material to the conduct of its businesses; defend all the foregoing against all claims, actions, demands, suits or proceedings at law or in equity or by or before any Governmental Authority; maintain and operate such businesses in substantially the manner in which they are presently maintained and operated, subject to changes in the ordinary course of business; comply in all material respects with all laws, rules, regulations and orders, whether Federal, state, local or

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foreign (including, without limitation, Environmental Laws), applicable to the operation of such businesses whether now in effect or hereafter enacted; and at all times maintain, preserve and protect all property material to the conduct of such businesses and keep such property in good repair, working order and condition and from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be properly conducted at all times in accordance with customary and prudent business practices for similar businesses.

SECTION 5.03. INSURANCE. (a) Keep its insurable properties adequately insured at all times by financially sound and reputable insurers, in the same manner and to the same extent as is customary with companies similarly situated and in the same or similar businesses, (b) maintain such other insurance, to such extent and against such risks, including fire and other risks insured against by extended coverage, as is customary with companies similarly situated and in the same or similar businesses, (c) maintain in full force and effect public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it, in such amount as it shall reasonably deem necessary, and (d) maintain such other insurance as may be required by law or any other Loan Document or as may be reasonably requested by the Required Banks for purposes of assuring compliance with this Section 5.03.

SECTION 5.04. OBLIGATIONS AND TAXES. Pay and discharge promptly when due all Indebtedness and other obligations, including taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise, which, if unpaid, might give rise to a Lien upon such properties or any part thereof; PROVIDED, HOWEVER, that such payment and discharge shall not be required with respect to any such Indebtedness, obligation, tax, assessment, charge, levy or claim so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and the Borrower or Subsidiary shall, to the extent required by generally accepted accounting principles applied on a

consistent basis, have set aside on its books adequate reserves with respect thereto.

SECTION 5.05. FINANCIAL STATEMENTS, REPORTS, ETC. In the case of the Borrower, furnish to the Agent and each of the Banks:

(a) within 90 days after the end of each fiscal year (being December 31 in each calendar year), its consolidated balance sheets and consolidated income statements showing the financial condition of the Borrower and the Subsidiaries as of the close of such fiscal year and the results of their operations during such year and a consolidated statement of cash flows, as of the close of such fiscal year, all the foregoing financial statements to be audited by Ernst & Young or other independent certified public accountants of recognized national standing and accompanied by an opinion of such accountants (which shall not be qualified in any material respect) to the effect that such financial statements present fairly the financial condition and results of operations of such person on a consolidated basis in accordance with generally accepted accounting principles consistently applied, and to be in form reasonably acceptable to the Required Banks;

(b) within 60 days after the end of each of the first three fiscal quarters of each fiscal year, its unaudited consolidated balance sheets, consolidated income statements and consolidated statements of cash flows showing the financial condition and results of operations of the Borrower and the Subsidiaries on a consolidated basis as of the end of each such quarter and for such quarter and the then elapsed portion of the fiscal year, all certified by one of its Financial Officers as presenting fairly the financial position and results of operations of the Borrower and the Subsidiaries and as having been prepared in accordance with generally accepted accounting principles consistently applied, in each case subject to normal year-end audit adjustments;

(c) promptly after the same become publicly available, copies of such registration statements, annual, periodic and other reports, and such proxy statements and other information, as shall be filed by the Borrower or any Subsidiary with the Securities and

Exchange Commission or with any national securities exchange or, in the case of the Borrower, distributed to its shareholders;

(d) concurrently with any delivery of financial statements under paragraph (a) or (b) above, a certificate of the accounting firm or Financial Officer opining on or certifying such statements (which certificate furnished by the independent accountants referred to in paragraph (a) above may be limited to accounting matters and disclaim responsibility for legal interpretations) (i) certifying that to the best of its or his knowledge no Event of Default or Default has occurred, (ii) in the case of a certificate of a Financial Officer of the Borrower, if such an Event of Default or Default has occurred, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto and (iii) setting forth the ratio of Total Indebtedness to the sum of Consolidated Tangible Net Worth plus Total Indebtedness as of the date of the balance sheet included in such financial statements;

(e) concurrently with any delivery under paragraph (a) or (b) above, a certificate of a Financial Officer of the Borrower demonstrating compliance, as of the date of the financial statements being furnished at such time, with the covenants set forth in Sections 6.06 and 6.07; and

(f) promptly, from time to time, such other information regarding the compliance by the Borrower with the terms of any Loan Document or the affairs, operations or condition (financial or otherwise) of the Borrower and the Subsidiaries as the Agent or any Bank may reasonably request.

SECTION 5.06. LITIGATION AND OTHER NOTICES. Give the Agent and each Bank prompt written notice of the following:

(a) the filing or commencement of, or notice of intention of any person to file or commence, any action, suit or proceeding against

the Borrower or any Affiliate, whether at law or in equity or by or before any Governmental Authority which, if adversely determined, would result in a Material Adverse Effect;

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(b) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) which is proposed to be taken with respect thereto; and

(c) any development that has resulted in, or is reasonably anticipated to result in, a Material Adverse Effect.

SECTION 5.07. ERISA. (a) Comply in all material respects with the applicable provisions of ERISA and (b) furnish to the Agent and each Bank (i) as soon as possible, and in any event within 30 days after any Responsible Officer of the Borrower or any ERISA Affiliate either knows or has reason to know that any Reportable Event has occurred that alone or together with any other Reportable Event could reasonably be expected to result in liability of the Borrower to the PBGC in an aggregate amount exceeding \$3,000,000, a statement of a Financial Officer setting forth details as to such Reportable Event and the action proposed to be taken with respect thereto, together with a copy of the notice, if any, of such Reportable Event given to the PBGC, (ii) promptly after receipt thereof, a copy of any notice the Borrower or any ERISA Affiliate may receive from the PBGC relating to the intention of the PBGC to terminate any Plan or Plans (other than a Plan maintained by an ERISA Affiliate which is considered an ERISA Affiliate only pursuant to subsection (m) or (o) of Section 414 of the Code) or to appoint a trustee to administer any Plan or Plans, (iii) within 10 days after the due date for filing with the PBGC pursuant to Section 412(n) of the Code of a notice of failure to make a required installment or other payment with respect to a Plan, a statement of a Financial Officer setting forth details as to such failure and the action proposed to be taken with respect thereto, together with a copy of such notice given to the PBGC and (iv) promptly and in any event within 30 days after receipt thereof by the Borrower or any ERISA Affiliate from the sponsor of a Multiemployer Plan, a copy of each notice received by the Borrower or any ERISA Affiliate concerning (A) the imposition of Withdrawal Liability or (B) a determination that a Multiemployer Plan is, or is expected to be, terminated or in reorganization, in each case within the meaning of Title IV of ERISA.

SECTION 5.08. MAINTAINING RECORDS; ACCESS TO PROPERTIES AND INSPECTIONS. Maintain financial records in accordance with generally accepted accounting practice and,

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upon reasonable notice, at all reasonable times and as often as any Bank may reasonably request, permit any authorized representative designated by such Bank to visit and inspect the properties and financial records of the Borrower or any Subsidiary, and to make extracts from such financial records and permit any authorized representative designated by such Bank to discuss the affairs, finances and condition of the Borrower or any Subsidiary with the officers thereof and its independent public accountants.

SECTION 5.09. USE OF PROCEEDS. Use the proceeds of the Loans only for the purposes set forth in Section 3.15.

ARTICLE VI

Negative Covenants

The Borrower covenants and agrees with each Bank that, so long as this Agreement shall remain in effect, or the principal of or interest on any Loan, or any Fees, expense or amount payable hereunder shall be unpaid, unless the Required Banks shall otherwise consent in writing, the Borrower will not, and it will not cause or permit any Subsidiary to, either directly or indirectly:

SECTION 6.01. LIENS. Create, incur, assume or permit to exist any Lien on any property or assets (including, without limitation, stock of any direct or indirect subsidiary, but not including any shares of capital stock of the Borrower held as treasury stock) now owned or hereafter acquired by it or on

any income or rights in respect of any thereof, except:

(a) any Lien or privilege vested in any lessor, licensor or permittor for rent or royalties to become due or for other obligations or acts to be performed, the payment of which rent or royalties to become due or the performance of which other obligations or acts is required under leases, sub-leases, licenses or permits, so long as the payment of such rent or royalties or the performance of such other obligation or act is not delinquent;

(b) pledges and deposits made in the ordinary course of business in connection with workmen's compensation, unemployment insurance, old-age pensions

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and other social security benefits and Voluntary Employee Benefit Act Trusts established pursuant to collective bargaining agreements;

(c) deposits to secure the performance of bids, tenders, leases (other than Capital Lease Obligations), trade contracts (other than for Indebtedness), statutory obligations, surety, customs and appeal bonds and other obligations of like nature, incurred as an incident to and in the ordinary course of business;

(d) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's, repairmen's, vendors' or other like Liens arising in the ordinary course of business and securing obligations which are not yet due or which are being contested in compliance with Section 5.04;

(e) Liens securing the payment of taxes, assessments and governmental charges or levies, either not yet due or which are being contested in compliance with Section 5.04;

(f) zoning restrictions, easements, rights-of-way, restrictions on the use of property or other similar minor irregularities of title or encumbrances, which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Borrower or Subsidiary;

(g) any Lien on property or assets existing at or prior to the time such property is acquired by the Borrower or Subsidiary; PROVIDED, in each case, that (i) such Liens were not created in contemplation of or in connection with such acquisition by such person and (ii) such Lien shall not apply to any other property of the Borrower or Subsidiary;

(h) purchase money security interests in property hereafter acquired by the Borrower or any Subsidiary; PROVIDED that (i) such security interests were incurred, and the Indebtedness secured thereby was created, substantially simultaneously with the acquisition of such property by the Borrower or such Subsidiary, (ii) the Indebtedness secured thereby does not exceed the lesser of the cost or fair market value

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of such property at the time of acquisition and (iii) such purchase money security interests shall not apply to any other property of the Borrower or such Subsidiary;

(i) any Lien in any mining lease or in any direct or indirect ownership interest in mining properties or in any stock or securities of or partnership interest in or advance to or contractual rights against any entity formed to engage in mining operations, provided that the Borrower or a Subsidiary either owns an equity interest in or acts as manager of such entity, created in connection with the financing or joint ownership arrangements of such entity;

(j) Liens on property or assets of the Borrower and its Subsidiaries existing on the date hereof and set forth on Schedule 6.01, PROVIDED that such Liens shall secure only those obligations

which they secure on the date hereof;

(k) extensions, renewals and replacements of Liens referred to in paragraphs (a) through (j) of this Section 6.01, but only to the extent that no Event of Default shall have occurred or be continuing at the time of any such extension, renewal or replacement; PROVIDED that any such extension, renewal or replacement Lien shall be limited to the property or assets covered by the Lien extended, renewed or replaced and that the obligations secured by any such extension, renewal or replacement Lien shall be in an amount not greater than the amount of the obligations secured by the Lien extended, renewed or replaced; and

(l) Liens securing Indebtedness of the Borrower otherwise prohibited by this Section 6.01, but only to the extent that (A) no Event of Default shall have occurred or be continuing at the time such Indebtedness is incurred and such Lien is created, incurred or assumed and (B) the aggregate amount of (1) all Indebtedness secured by Liens permitted under this clause (l) and (2) all Attributable Debt of the Borrower and the Subsidiaries does not exceed 15% of Consolidated Tangible Net Worth.

SECTION 6.02. SALE AND LEASEBACK TRANSACTIONS. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real

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or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred (a "Sale and Leaseback Transaction"); PROVIDED that the Borrower or a Subsidiary may enter into any Sale and Leaseback Transaction if (a) at the time of such Transaction no Event of Default shall have occurred and be continuing, and (b) the aggregate amount of (i) all Indebtedness secured by Liens permitted under clause (l) of Section 6.01 and (ii) all Attributable Debt of the Borrower and the Subsidiaries does not exceed 15% of Consolidated Tangible Net Worth.

SECTION 6.03. MERGERS AND ACQUISITIONS. Acquire all or a substantial part of the capital stock or assets of any other person (whether in one transaction or a series of transactions), or merge or consolidate with or into any other person or take any other action having a similar effect; PROVIDED, HOWEVER, that, so long as no Event of Default (other than an Event of Default that would, but for this proviso, arise solely under this Section 6.03) and no Default (other than a Default that would, but for this proviso, become an Event of Default solely under this Section 6.03) shall have occurred and be continuing, both before and after giving effect thereto, this provision shall not prohibit (i) any such merger or acquisition in which the surviving entity is the Borrower or a Subsidiary or (ii) any such merger, consolidation or other action having a similar effect, by a Subsidiary in which the Subsidiary is not the surviving entity, which would not result in the violation of the covenants set forth in Section 6.04 below. The Borrower shall furnish to the Agent and each of the Banks upon the consummation of a transaction under the proviso of this Section 6.03, a certificate of a Financial Officer of the Borrower demonstrating compliance, as of the date of the consummation of such transaction but after giving effect to such transaction, with the covenants set forth in Sections 6.06 and 6.07.

SECTION 6.04. DISPOSITION OF ASSETS. Sell, lease, transfer, assign or otherwise dispose of (including any of the foregoing effected by means of a merger, consolidation or other action having a similar effect by a Subsidiary, it being agreed that any merger, consolidation or other action having a similar effect by a Subsidiary shall be deemed to constitute a sale of such Subsidiary by the owners of the capital stock of such Subsidiary) all or a

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substantial part (defined to be in excess of 10% of consolidated total assets as determined in accordance with generally accepted accounting principles) of the assets of the Borrower and its Subsidiaries (other than: in the ordinary course of business; in a transaction described in clause (i) of the PROVISIO to Section 6.03 above; non-cash trades of mining partnership interests in accordance with past practices; any other dividend or distribution, including regular quarterly cash dividend payments, made to the shareholders of the Borrower; or any issuance or sale by the Borrower of its capital stock, or of rights or options

to acquire such capital stock, including any capital stock now or hereafter held by the Borrower as treasury shares) in any given fiscal year and provided that such disposition of substantial assets on a cumulative basis from the date of this Agreement shall not exceed 25% of consolidated total assets as of the end of the fiscal quarter preceding each sale, except that: (x) any Subsidiary, other than the Borrower, may sell, lease, transfer, assign or otherwise dispose of its assets to the Borrower or any other Subsidiary; and (y) the Borrower or any Subsidiary may sell, lease, transfer, assign or otherwise dispose of assets (provided that any transfer of assets of the Borrower directly held or owned by the Borrower to a Subsidiary, other than advances of funds by the Borrower to its Subsidiaries, must be for consideration (and not merely as a contribution to capital) and must comply with Section 6.08) in excess of the limitations set forth above if the proceeds of such dispositions are (i) used to purchase other property of a similar nature of at least equivalent value within one year of such sale; or (ii) used to prepay Senior Debt; PROVIDED, that at least the Applicable Percentage of any proceeds applied pursuant to the foregoing clause (ii) will be applied to prepay Loans under the Agreement (to the extent such Loans are outstanding), and the Commitments (to the extent they remain in effect) shall be permanently reduced by an amount equal to the Adjusted Applicable Percentage of such proceeds. For purposes of the foregoing, "Applicable Percentage" shall mean a fraction (expressed as a percentage) calculated prior, and without giving effect, to any prepayments made or to be made out of such proceeds, of which (A) the numerator shall be the aggregate principal amount of the Loans then outstanding hereunder and (B) the denominator shall be the aggregate principal amount of all Senior Debt then outstanding, and "Adjusted Applicable Percentage" shall mean a fraction (expressed as a percentage) calculated prior, and without giving effect, to any prepayments made or to be made out of such proceeds, of

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which (C) the numerator shall be the sum of (1) the aggregate principal amount of the Loans outstanding hereunder and (2) the aggregate amount by which the Commitments exceed such outstanding Loans and (D) the denominator shall be the sum of (x) the amounts referred to in clause (2) of the preceding clause (C) and (y) the aggregate principal amount of all Senior Debt then outstanding; PROVIDED, that if the aggregate Commitments in effect at such time do not exceed the aggregate principal amount of the Loans then outstanding, the Adjusted Applicable Percentage shall be equal to the Applicable Percentage.

SECTION 6.05. LINE OF BUSINESS. Engage in any business activities or operations substantially different from and not reasonably related to its current activities and operations.

SECTION 6.06. CONSOLIDATED TANGIBLE NET WORTH. Permit Consolidated Tangible Net Worth to be less at any time than (a) during the fiscal year ending December 31, 1994, \$250,000,000 or (b) during any subsequent fiscal year, an amount equal to (i) the Consolidated Tangible Net Worth required to be maintained under this Section during the immediately preceding fiscal year plus (ii) 50% of Consolidated Net Income, if positive, for such immediately preceding fiscal year and any loss shall not reduce any other amount added for any fiscal year.

SECTION 6.07. RATIOS. (a) Permit the ratio of Total Indebtedness to the sum of (i) Consolidated Tangible Net Worth plus (ii) Total Indebtedness at any time to exceed .45:1.0.

(b) Permit the ratio of (i) the sum of (A) the aggregate principal amount of all Indebtedness of Subsidiaries (excluding any Indebtedness described in Schedule 6.07 and otherwise existing on the date hereof in an aggregate amount not to exceed \$30,000,000 and (B) the aggregate principal amount of all Indebtedness secured by Liens permitted under 6.01(1) to (ii) Consolidated Tangible Net Worth at any time to exceed .20:1.0.

SECTION 6.08. TRANSACTIONS WITH AFFILIATES. Sell or transfer any assets to, or purchase or acquire any assets of, or otherwise engage in any other material transactions with, any of its Affiliates, except at prices not less favorable to the Borrower (or any Subsidiary, in any

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transaction involving such Subsidiary and any Affiliate that is not also a Subsidiary of the Borrower) than fair market prices and on terms and conditions not less favorable to the Borrower (or any Subsidiary, in any transaction involving such Subsidiary and any Affiliate that is not also a Subsidiary of the

Borrower) than could be reasonably obtained on an arm's-length basis from unrelated third parties; PROVIDED, that any such transaction with Affiliates shall be assessed in light of, and taking into consideration, all related transactions with the relevant Affiliate or Affiliates (including its or their Affiliates).

SECTION 6.09. FISCAL YEAR; ACCOUNTING. Change its fiscal year or method of accounting (other than immaterial changes in methods), except as required or permitted by generally accepted accounting principles; provided that any such voluntary change shall not substantially affect compliance with Sections 6.06 and 6.07.

ARTICLE VII

Defaults -----

In case of the happening of any of the following events ("Events of Default"):

(a) any representation or warranty made, or deemed made, in or in connection with any Loan Document or the Borrowings hereunder, or in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document or the Borrowings hereunder shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(b) default shall be made in the payment of any principal of any Loan, when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or by acceleration thereof or otherwise when and as the same shall become due and payable;

(c) default shall be made in the payment of any interest on any Loan or any Fee or any other amount (other than an amount referred to in (b) above) due under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such

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default shall continue unremedied for a period equal to the longer of (i) three days and (ii) two Business Days;

(d) default shall be made in the due observance of any covenant, condition or agreement contained in Section 5.06 or Article VI;

(e) default shall be made in the due observance or performance of any other covenant, condition or agreement to be observed or performed on the part of the Borrower or any Subsidiary pursuant to the terms of this Agreement or any other Loan Document (other than those specified in (b), (c) or (d) above) and such default shall continue unremedied for a period of 20 days after notice thereof from any Bank to the Borrower;

(f) the Borrower or any Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any proceeding or the filing of any petition referred to in (h) below, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary or for a substantial part of its property or assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, or admit in writing its inability, or fail generally, to pay its debts as they become due or (vii) take any corporate action for the purpose of effecting any of the foregoing;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower or any Subsidiary or of a substantial part of any of its property or assets, under Title 11 of the United States Code or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator,

official for the Borrower or any Subsidiary or for a substantial part of the property or assets of the Borrower or a Subsidiary or (iii) the winding up or liquidation of the Borrower or any Subsidiary; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(h) the Borrower or any Subsidiary (i) shall fail to pay any amount of principal of or interest on any of its Indebtedness in a principal amount in excess of \$1,000,000, when and as the same shall become due and payable, or (ii) shall fail to observe or perform any term, covenant or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness, if the effect thereof is to cause or to permit the holder or obligee of any such Indebtedness (or any trustee on behalf of such holder or obligee) to cause (with or without notice or lapse of time or both), such Indebtedness to become due prior to its stated maturity;

(i) a Reportable Event or Reportable Events or a failure to make a required installment or other payment (within the meaning of Section 412(n)(1) of the Code) shall have occurred with respect to any Plan or Plans that results in or reasonably could be expected to result in liabilities of the Borrower and the Subsidiaries to the PBGC or to a Plan or Plans in an aggregate amount in excess of \$3,000,000 and, within 30 days after the reporting of such Reportable Event or Reportable Events to the Agent or after receipt by the Agent of the statement required pursuant to Section 5.07(b)(iii) hereof, the Agent shall have notified the Borrower in writing that (i) the Required Banks have made a determination that, on the basis of such Reportable Event or Reportable Events or the failure to make a required payment, there are reasonable grounds for (A) termination of such Plan or Plans by the PBGC, (B) the appointment by the appropriate United States District Court of a trustee to administer such Plan or Plans or (C) the imposition of a lien in favor of the Plan or Plans and (ii) as a result of such determination, an Event of Default exists hereunder; or the PBGC shall have instituted proceedings to terminate any Plan or Plans, or a trustee shall have been appointed by a United States District Court to administer any Plan or Plans;

(j) (i) the Borrower or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that it has incurred Withdrawal Liability to such Multiemployer Plan, (ii) the Borrower or such ERISA Affiliate does not have reasonable grounds for contesting such Withdrawal Liability or is not in fact contesting such Withdrawal Liability in a timely and appropriate manner and (iii) the amount of such Withdrawal Liability specified in such notice, when aggregated with all other amounts required to be paid to Multiemployer Plans in connection with Withdrawal Liabilities (determined as of the date or dates of such notification), exceeds \$5,000,000 or requires payments exceeding \$2,500,000 in any year;

(k) the Borrower or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, if solely as a result of such reorganization or termination the aggregate annual contributions of the Borrower and its ERISA Affiliates to all Multiemployer Plans that are then in reorganization or have been or are being terminated have been or will be increased over the amounts required to be contributed to such Multiemployer Plans for their most recently completed plan years by an amount exceeding \$2,500,000;

(l) (i) one or more judgments for the payment of money in an aggregate amount in excess of \$1,000,000 (exclusive of amounts paid or covered by insurance to the satisfaction of the Required Banks) shall be rendered by a court or other tribunal against the Borrower or (ii) one or more judgments for the payment of money with respect to which the aggregate amount of the Borrower's or any Subsidiary's share

(calculated by multiplying the aggregate percentage interest of the Borrower and the Subsidiaries in the entity or entities against which such judgment or judgments are rendered by the aggregate amount of such judgment or judgments) is in excess of \$1,000,000 (exclusive of amounts paid or covered by insurance to the satisfaction of the Required Banks), and in each case the same shall remain undischarged for a period of 60 consecutive days during which execution of any such judgment shall not have been effectively stayed, or any action is legally taken by a judgment creditor to levy upon any such judgment;

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(m) any of the Loan Documents shall cease to be, or shall be asserted by the Borrower not to be, a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms; or

(n) there shall have occurred a Change in the Control of the Borrower;

then, and in any such event (other than an event with respect to the Borrower described in paragraph (f) or (g) above), and at any time thereafter during the continuance of such event, the Agent may, and upon the written request of the Required Banks shall, by notice to the Borrower, take either or both of the following actions at the same or different times: (i) terminate forthwith the Commitments of the Banks, and (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans, together with accrued interest thereon and any unpaid accrued Fees in respect thereof, and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, shall become forthwith due and payable both as to principal and interest, without presentment, demand, protest or any other notice of any kind, including, without limitation, notice of intent to accelerate or notice of acceleration, all of which are hereby expressly waived by the Borrower, anything contained herein or in any Note to the contrary notwithstanding; and in any event with respect to the Borrower described in paragraph (f) or (g) above, the Commitments of the Banks shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrower accrued hereunder and under any other Loan document, shall automatically become due and payable, all without presentment, demand, protest or other notice of any kind, including, without limitation, notice of intent to accelerate or notice of acceleration, all of which are hereby expressly waived by the Borrower, anything contained in any Loan Document to the contrary notwithstanding.

ARTICLE VIII

The Agent

In order to expedite the transactions contemplated by this Agreement, Chemical Bank is hereby appointed to act as Agent on behalf of the Banks. Each of the Banks, and

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each subsequent holder of any Note by its acceptance thereof, hereby irrevocably authorizes the Agent to take such actions on behalf of such Bank or holder and to exercise such powers as are specifically delegated to the Agent by the terms and provisions hereof and of the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. The Agent is hereby expressly authorized by the Banks, without hereby limiting any implied authority, (a) to receive on behalf of the Banks all payments of principal of and interest on the Loans and all other amounts due to the Banks hereunder, and promptly to distribute to each Bank its proper share of each payment so received; (b) to give notice on behalf of each of the Banks to the Borrower of any Event of Default specified in this Agreement of which the Agent has actual knowledge acquired in connection with its agency hereunder; and (c) to distribute to each Bank copies of all notices, financial statements and other materials delivered by the Borrower pursuant to this Agreement as received by the Agent.

Neither the Agent nor any of its directors, officers,

employees or agents shall be liable as such for any action taken or omitted by any of them except for its or his own gross negligence or wilful misconduct, or be responsible for any statement, warranty or representation herein or the contents of any document delivered in connection herewith, or be required to ascertain or to make any inquiry concerning the performance or observance by the Borrower of any of the terms, conditions, covenants or agreements contained in any Loan Document. The Agent shall not be responsible to the Banks or the holders of the Notes for the due execution, genuineness, validity, enforceability or effectiveness of this Agreement, the Notes or any other Loan Documents or other instruments or agreements. The Agent may deem and treat the payee of any Note as the owner thereof for all purposes hereof until it shall have received from the payee of such Note notice, given as provided herein, of the transfer thereof in compliance with Section 9.04. The Agent shall in all cases be fully protected in acting, or refraining from acting, in accordance with written instructions signed by the Required Banks and, except as otherwise specifically provided herein, such instructions and any action or inaction pursuant thereto shall be binding on all the Banks and each subsequent holder of any Note. The Agent shall, in the absence of knowledge to the contrary, be entitled to rely on any instrument or document believed by it in good faith to be genuine and correct and to have been signed or sent by

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the proper person or persons. Neither the Agent (in its capacity as such) nor any of its directors, officers, employees or agents shall have any responsibility to the Borrower on account of the failure of or delay in performance or breach by any Bank of any of its obligations hereunder or to any Bank on account of the failure of or delay in performance or breach by any other Bank or the Borrower of any of their respective obligations hereunder or under any other Loan Document or in connection herewith or therewith. The Agent may execute any and all duties hereunder by or through agents or employees and shall be entitled to rely upon the advice of legal counsel selected by it with respect to all matters arising hereunder and shall not be liable for any action taken or suffered in good faith by it in accordance with the advice of such counsel.

The Banks hereby acknowledge that the Agent shall be under no duty to take any discretionary action permitted to be taken by it pursuant to the provisions of this Agreement unless it shall be requested in writing to do so by the Required Banks.

Subject to the appointment and acceptance of a successor Agent as provided below, the Agent may resign at any time by notifying the Banks and the Borrower. Upon any such resignation, the Required Banks shall have the right to appoint a successor. If no successor shall have been so appointed by the Required Banks and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Banks, appoint a successor Agent which shall be a bank organized in the United States having a combined capital and surplus of at least \$500,000,000 or an Affiliate of any such bank. Upon the acceptance of any appointment as Agent hereunder by a successor bank, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall be discharged from its duties and obligations hereunder. After the Agent's resignation hereunder, the provisions of this Article and Section 9.05 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent.

With respect to the Loans made by it hereunder and the Notes issued to it, the Agent in its individual capacity and not as Agent shall have the same rights and powers as any other Bank and may exercise the same as though it were not the Agent, and the Agent and its Affiliates may accept

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deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Agent.

Each Bank agrees (i) to reimburse the Agent, on demand, in the amount of its pro rata share (based on its Commitment hereunder) of any expenses incurred for the benefit of the Banks by the Agent, including counsel fees and compensation of agents and employees paid for services rendered on behalf of the Banks, which shall not have been reimbursed by the Borrower and (ii) to indemnify and hold harmless the Agent and any of its directors, officers, employees or agents, on demand, in the amount of such pro rata share, from and

against any and all liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against it in its capacity as the Agent or any of them in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted by it or any of them under this Agreement or any other Loan Document, to the extent the same shall not have been reimbursed by the Borrower; PROVIDED that no Bank shall be liable to the Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or wilful misconduct of the Agent or any of its directors, officers, employees or agents.

Each Bank acknowledges that it has, independently and without reliance upon the Agent or any other Bank and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Bank also acknowledges that it will, independently and without reliance upon the Agent or any other Bank and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement or any other Loan Document, any related agreement or any document furnished hereunder or thereunder.

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ARTICLE IX

Miscellaneous

SECTION 9.01. NOTICES. Notices and other communications provided for herein shall be in writing and shall be delivered or mailed (or in the case of telegraphic communication, delivered by telex, telecopier, graphic scanning or other telegraphic communications equipment) addressed,

(a) if to the Borrower, at Cleveland-Cliffs Inc, 18th Floor-Diamond Building, 1100 Superior Ave., Cleveland, Ohio 44114-2589;
Attention of Secretary
Telecopy No.: (216) 694-6741
Confirm: (216) 694-5473

(b) if to the Agent, at Chemical Bank, 270 Park Avenue, New York, New York 10017;
Attention of Rohan Paul
Telecopy No.: (212) 270-2555
Confirm: (212) 270-7665

(c) if to any Bank, at its address set forth in Schedule 2.01.

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by telex, telecopy or other telegraphic communications equipment of the sender, or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01.

SECTION 9.02. SURVIVAL OF AGREEMENT. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments prepared or delivered in connection with this Agreement or any other Loan Document shall be considered to have been relied upon by the Banks and shall survive the making by the Banks of Loans, the execution and delivery to the Banks of the Notes evidencing such Loans, regardless of any investigation made by the Banks or on their behalf, and

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shall continue in full force and effect as long as the principal of or any accrued interest on any Loan, or any Fee or amount payable under this Agreement or any other Loan Document is outstanding and unpaid, and so long as the Commitments have not been terminated.

SECTION 9.03. BINDING EFFECT. This Agreement shall become effective when it shall have been executed by the Borrower and the Agent and when the Agent shall have received copies hereof which, when taken together, bear the signatures of each Bank, and thereafter shall be binding upon and inure to the benefit of the Borrower, the Agent and each Bank and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior consent of all the Banks and the Banks may assign their rights hereunder or interests herein only in compliance with Section 9.04.

SECTION 9.04. SUCCESSORS AND ASSIGNS. (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower, the Agent or the Banks that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

(b) Each Bank may assign to one or more assignees all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it and the Notes held by it); PROVIDED, HOWEVER, that (i) except in the case of an assignment to a Bank or an Affiliate of such Bank (other than if at the time of such assignment, such Bank or Affiliate would be entitled to require the Borrower to pay greater amounts under Section 2.11, 2.12, or 2.17(a), (b) or (c) than if no such assignment had occurred, in which case such assignment shall be subject to the consent requirement of this clause (i)), the Borrower and the Agent must give their prior written consent to such assignment (which consent shall not be unreasonably withheld); PROVIDED, that if such assignment may, as of the date of such assignment, result in an increase in the amount of any payment required to be made by the Borrower pursuant to Section 2.11, 2.12 or 2.17(a), (b) or (c) over the amount of such payments that would have been required had such assignment not occurred then, unless the Borrower's written consent to such

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assignment specifically contains the Borrower's consent to pay such increased amounts existing on the date of such assignment, such assignee shall be deemed to have irrevocably waived its right to receive, and the Borrower's obligation to pay, any such increased amounts, (ii) each such assignment shall be of a constant, and not a varying, percentage of all the assigning Bank's rights and obligations under this Agreement, (iii) the amount of the Commitment of the assigning Bank subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Agent) shall not be less than \$5,000,000, (iv) the parties to each such assignment shall execute and deliver to the Agent an Assignment and Acceptance, together with the Note or Notes subject to such assignment and a processing and recordation fee of \$2,500 and (v) the assignee, if it shall not be a Bank, shall deliver to the Agent an Administrative Questionnaire. Upon acceptance and recording pursuant to paragraph (e) of this Section 9.04, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be at least five Business Days after the execution thereof, (A) the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Bank under this Agreement and (B) the assigning Bank thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Bank's rights and obligations under this Agreement, such Bank shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.11, 2.13, 2.17 and 9.05, as well as to any Fees accrued for its account and not yet paid, to the extent such Fees have not been assigned).

(c) By executing and delivering an Assignment and Acceptance, the assigning Bank thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) such assigning Bank warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Commitment, and the outstanding balances of its Revolving Credit Loans without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Acceptance, (ii) except as set forth in (i) above, such assigning Bank makes no representation or warranty and

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assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrower or any Subsidiary or the performance or observance by the Borrower or any Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance; (iv) such assignee confirms that it has received a copy of this Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.05 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (v) such assignee will independently and without reliance upon the Agent, such assigning Bank or any other Bank 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; (vi) such assignee appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Bank.

(d) The Agent shall maintain a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Banks, and the Commitment of, and principal amount of the Loans owing to, each Bank pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive in the absence of manifest error and the Borrower, the Agent and the Banks may treat each person whose name is recorded in the Register pursuant to the terms hereof as a Bank hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Bank, at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Bank and

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an assignee together with the Note or Notes subject to such assignment, an Administrative Questionnaire completed in respect of the assignee (unless the assignee shall already be a Bank hereunder), the processing and recordation fee referred to in paragraph (b) above and, if required, the written consent of the Borrower and the Agent to such assignment, the Agent shall (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Banks. Within five Business Days after receipt of notice, the Borrower, at its own expense, shall execute and deliver to the Agent, in exchange for the surrendered Note or Notes, a new Note or Notes to the order of such assignee in a principal amount equal to the applicable Commitment assumed by it pursuant to such Assignment and Acceptance and, if the assigning Bank has retained a Commitment, a new Note to the order of such assigning Bank in a principal amount equal to the applicable Commitment retained by it. Such new Note or Notes shall be in an aggregate principal amount equal to the aggregate principal amount of such surrendered Note; such new Notes shall be dated the effective date of such Assignment and Acceptance and shall otherwise be in substantially the form of Exhibit A hereto. Canceled Notes shall be returned to the Borrower.

(f) Each Bank may without the consent of the Borrower or the Agent sell participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it and the Notes held by it); PROVIDED, HOWEVER, that (i) such Bank's obligations under this Agreement shall remain unchanged, (ii) such Bank shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other entities shall be entitled to the benefit of the cost protection provisions contained in Sections 2.13, 2.15 and 2.19 to the same extent as if they were Banks (provided that additional amounts payable to any Bank pursuant to Sections 2.13, 2.14 and 2.19 shall be determined as if such Bank had not sold any participations) and (iv) the Borrower, the Agent and the other Banks shall continue to deal solely and directly with such Bank in connection with such Bank's rights and obligations under this Agreement, and such Bank shall retain the sole right to enforce the obligations of the Borrower relating to the Loans and to approve any amendment, modification or waiver of any provision of this Agreement (other than amendments, modifications or waivers decreasing

any fees payable hereunder or the amount of principal of or the rate at which interest is payable on the Loans, extending any scheduled principal payment date or date fixed for the payment of interest on the Loans or changing or extending the Commitments).

(g) Any Bank or participant may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.04, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower furnished to such Bank by or on behalf of the Borrower; PROVIDED that, prior to any such disclosure of information, each such assignee or participant or proposed assignee or participant shall execute an agreement whereby such assignee or participant shall agree (subject to customary exceptions) to preserve the confidentiality of such confidential information.

(h) Any Bank may at any time assign all or any portion of its rights under this Agreement and the Notes issued to it to a Federal Reserve Bank; PROVIDED that no such assignment shall release a Bank from any of its obligations hereunder.

(i) The Borrower shall not assign or delegate any of its rights or duties hereunder.

(j) Except as expressly provided otherwise herein, the costs and expenses associated with any assignment or participation shall be solely for the account of the assigning or participating Bank and/or the assignee or participant, and such parties also shall be solely responsible for effecting such assignment or such sale of a participation in compliance with all applicable requirements of any laws, rules or regulations.

SECTION 9.05. EXPENSES OF THE AGENT AND THE BANKS; INDEMNITY.

(a) The Borrower agrees to pay all out-of-pocket expenses incurred by the Agent in connection with any amendments, modifications or waivers of the provisions of any Loan Document (whether or not the transactions hereby contemplated shall be consummated), including the reasonable fees and disbursements of Cravath, Swaine & Moore, counsel for the Agent, in connection with the preparation of this Agreement and the other Loan Documents, and any expenses incurred by the Agent or any Bank in connection with the enforcement or protection of its rights in connection with

this Agreement, the other Loan Documents, or the Loans made or the Notes issued hereunder or in connection with any pending or threatened action, proceeding or investigation relating thereto, and in connection with any enforcement or protection, the reasonable fees and disbursements of Cravath Swaine & Moore, counsel for the Agent, and any other counsel for the Agent or any Bank. The Borrower further agrees that it shall indemnify the Agent and each Bank from and hold it harmless against any documentary taxes, assessments or charges made by any Governmental Authority by reason of the execution and delivery of any of the Loan Documents.

(b) The Borrower agrees to indemnify each Bank and the Agent and their respective directors, officers, employees, agents and affiliates (each an "Indemnified Party") against, and to hold each such Indemnified Party harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees and expenses (including the allocated fees of inside counsel), incurred by or asserted against such Indemnified Party arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any other document contemplated hereby or thereby, the performance by the parties hereto and thereto of their respective obligations hereunder and thereunder (including but not limited to the making of the Commitments) and consummation of the Transactions and the other transactions contemplated hereby and thereby, (ii) the use of proceeds of the Loans or (iii) any claim, litigation, investigation or proceedings relating to any of the foregoing, whether or not such Indemnified Party is a party thereto; PROVIDED, HOWEVER, that: (i) such indemnity shall not, as to any Indemnified Party, apply to any such losses, claims, damages, liabilities or related expenses arising from (A) any unexcused breach by such Indemnified Party of any of its obligations under this Agreement or (B) the gross negligence or willful misconduct of such Indemnified Party; (ii) the Borrower shall not be liable for any settlement effected by an Indemnified Party without the Borrower's prior consent (which shall not be unreasonably withheld); and (iii) the Borrower shall have the right to participate in the defense of any proceeding for which indemnification shall be sought.

(c) The provisions of this Section 9.05 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement or any other Loan Document, the consummation of the transactions

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contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document or any investigation made by or on behalf of the Agent or the Banks. All amounts due under this Section 9.05 shall be payable on written demand therefor.

SECTION 9.06. RIGHT OF SETOFF. If an Event of Default shall have occurred and be continuing, each Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Bank to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement and other Loan Documents held by such Bank, irrespective of whether or not such Bank shall have made any demand under this Agreement or such other Loan Document and although such obligations may be unmatured. The rights of each Bank under this Section are in addition to other rights and remedies (including other rights of set-off) which such Bank may have.

SECTION 9.07. APPLICABLE LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 9.08. PAYMENTS ON BUSINESS DAYS. Should the principal of or interest on the Notes, or any fee or other amount payable hereunder become due and payable on other than a Business Day, payment in respect thereof may be made on the next succeeding Business Day, and such extension of time shall in such case be included in computing interest, if any, in connection with such payment.

SECTION 9.09. WAIVERS; AMENDMENT. (a) No failure or delay of the Agent or any Bank in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agent and the Banks hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies which they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any

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departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Banks; PROVIDED, HOWEVER, that no such agreement shall (i) decrease the principal amount of, or extend the maturity of or any scheduled principal payment date or date for the payment of any interest on any Loan, or waive or excuse any such payment or any part thereof, or decrease the rate of interest on any Loan, without the prior written consent of each holder of a Note affected thereby, (ii) change or extend the Commitment or decrease the Commitment Fees of any Bank without the prior written consent of the Banks, or (iii) amend or modify the provisions of Section 2.14, the provisions of this Section or the definition of "Required Banks", without the prior written consent of each Bank; PROVIDED FURTHER that no such agreement shall amend, modify or otherwise affect the rights or duties of the Agent hereunder without the prior written consent of the Agent. Each Bank and each holder of a Note shall be bound by any waiver, amendment or modification authorized by this Section regardless of whether its Note shall have been marked to make reference thereto, and any consent by any Bank or holder of a Note pursuant to this Section shall bind any person subsequently acquiring a Note from it, whether or not such Note shall have been so marked.

SECTION 9.10. INTEREST RATE LIMITATION. Notwithstanding anything herein or in the Notes to the contrary, if at any time the applicable interest rate, together with all fees and charges which are treated as interest under applicable law (collectively the "Charges"), as provided for herein or in any other document executed in connection herewith, or otherwise contracted for, charged, received, taken or reserved by any Bank, shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by such Bank in accordance with applicable law, the rate of interest payable under the Note held by such Bank, together with all

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Charges payable to such Bank, shall be limited to the Maximum Rate.

SECTION 9.11. WAIVER OF JURY TRIAL. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement or any of the other Loan Documents. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Loan Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 9.11.

SECTION 9.12. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.13. ENTIRE AGREEMENT. Except as otherwise expressly provided herein or in the other Loan Documents, (i) this Agreement and the other Loan Documents constitute the entire contract between the parties relative to the subject matter hereof, (ii) any previous agreement among the parties with respect to the Transactions is superseded by this Agreement and the other Loan Documents and (iii) nothing in this Agreement or in the other Loan Documents, expressed or implied, is intended to confer upon any party, other than the parties hereto or thereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 9.14. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective when copies hereof which, when taken together,

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bear the signatures of each of the parties hereto shall have been received by the Agent.

SECTION 9.15. HEADINGS. Article and Section headings and the Table of Contents used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

IN WITNESS WHEREOF, the Borrower, the Agent and the Banks have caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

CLEVELAND-CLIFFS INC,

by /s/ Cynthia B. Bezik

Name: Cynthia B. Bezik
Title: Treasurer and Director
Financial Planning

CHEMICAL BANK, individually
and as Agent,

by /s/ Theodore L. Parker

Name: Theodore L. Parker
Title: Vice President

NBD BANK,

by /s/ Winifred S. Pinet

Name: Winifred S. Pinet
Title: Vice President

NATIONAL CITY BANK,

by /s/ Terry A. Wolford

Name: Terry A. Wolford
Title: Vice President

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PNC BANK, NATIONAL ASSOCIATION,

by /s/ Joseph G. Moran

Name: Joseph G. Moran
Title: Vice President

THE HUNTINGTON NATIONAL BANK,

by /s/ Timothy M. Ward

Name: Timothy M. Ward
Title: Assistant Vice President

SOCIETY NATIONAL BANK,

by /s/ William J. Kysela

Name: William J. Kysela
Title: Vice President

EXHIBIT A

[FORM OF]

NOTE

\$ _____
New York, New York

[_____], 1995

FOR VALUE RECEIVED, the undersigned, CLEVELAND- CLIFFS INC, an Ohio corporation (the "Borrower"), hereby promises to pay to the order of _____ (the "Bank"), at the office of Chemical Bank (the "Agent"), at 270 Park Avenue, New York, New York 10017 (or any other office designated in a notice from the Agent to the Borrower), (i) on the last day of each Interest Period, as defined in the Credit Agreement dated as of [_____], 1995 (the "Credit Agreement"), among the Borrower, the Banks named therein and the Agent, the aggregate unpaid principal amount of all Loans (as defined in the Credit Agreement) made to the Borrower by the Bank pursuant to

the Credit Agreement to which such Interest Period applies and (ii) on the Maturity Date (as defined in the Credit Agreement) the lesser of the principal sum of _____ Dollars (\$_____) and the aggregate unpaid principal amount of all Loans made to the Borrower by the Bank pursuant to the Credit Agreement, in lawful money of the United States of America in immediately available funds, and to pay interest from the date hereof on the principal amount hereof from time to time outstanding, in like funds, at said office, at the rate or rates per annum and payable on the dates provided in the Credit Agreement.

The Borrower promises to pay interest, on demand, on any overdue principal and, to the extent permitted by law, overdue interest from their due dates at the rate or rates provided in the Credit Agreement.

The Borrower hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever. The

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nonexercise by the holder of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

All borrowings evidenced by this Note and all payments and prepayments of the principal hereof and interest hereon and the respective dates and maturity dates thereof shall be endorsed by the holder hereof on the schedule attached hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof, or otherwise recorded by such holder in its internal records; PROVIDED, HOWEVER, that the failure of the holder hereof to make such a notation or any error in such a notation shall not affect the obligations of the Borrower under this Note.

This Note is one of the Notes referred to in the Credit Agreement, which, among other things, contains provisions for the acceleration of the maturity hereof upon the happening of certain events, for optional and mandatory prepayment of the principal hereof prior to the maturity hereof and for the amendment or waiver of certain provisions of the Credit Agreement, all upon the terms and conditions therein specified. This Note shall be construed in accordance with and governed by the laws of the State of New York and any applicable laws of the United States of America.

CLEVELAND-CLIFFS INC,

by _____
 Name:
 Title:

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Loans and Payments

Loans and Payments

<TABLE>
 <CAPTION>

Name of Person Date Making Notation	Amount and Type of Loan	Maturity Date	Payments Principal Interest	Unpaid Principal Balance of Note
-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
<C>				

</TABLE>

COMMITMENTS

<TABLE>
<CAPTION>

Name and Address of Bank -----	Commitment -----
<S>	<C>
CHEMICAL BANK 270 Park Avenue New York, New York 10017	\$ 24,000,000
Attention of: Rohan Paul Telephone: (212) 270-7665 Facsimile: (212) 270-2555	
NBD BANK 611 Woodward Avenue Detroit, Michigan 48226	\$ 20,000,000
Attention of: Winifred S. Pinet Telephone: (313) 225-1313 Facsimile: (313) 225-1671	
SOCIETY NATIONAL BANK Mail Code: OH01270606 127 Public Square Cleveland, Ohio 44114-1306	\$ 20,000,000
Attention of: William J. Kysela Telephone: (216) 689-5654 Facsimile: (216) 689-4981	
PNC BANK, NATIONAL ASSOCIATION One Cleveland Center 1375 East Ninth Street, Suite 1250 Cleveland, Ohio 44114	\$ 12,000,000
Attention of: James A. Wiehe Telephone: (216) 348-8590 Facsimile: (216) 348-8594	
HUNTINGTON NATIONAL BANK Department Code CM31 917 Euclid Avenue Cleveland, Ohio 44115	\$ 12,000,000
Attention of: Frank B. Gollinger Telephone: (216) 344-6313 Facsimile: (216) 344-6821	
NATIONAL CITY BANK 1900 East Ninth Street, 10th Floor Cleveland, Ohio 44114	\$ 12,000,000
Attention: David R. Evans Telephone: (216) 575-2356 Facsimile: (216) 575-9396	
Total	----- \$100,000,000 =====

</TABLE>

CLEVELAND-CLIFFS INC
SUPPLEMENTAL RETIREMENT BENEFIT PLAN
(as Amended and Restated Effective January 1, 1999)

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Draft of December 22, 1998

CLEVELAND-CLIFFS INC
SUPPLEMENTAL RETIREMENT BENEFIT PLAN
(as Amended and Restated Effective January 1, 1999)

WHEREAS, Cleveland-Cliffs Inc ("Cleveland-Cliffs") and its subsidiary corporations and affiliates have established, or may hereafter establish, one or more qualified retirement plans;

WHEREAS, the qualified retirement plans, pursuant to Sections 401(a) and 415 of the Internal Revenue Code of 1986, as amended, place certain limitations on the amount of contributions that would otherwise be made thereunder for certain participants;

WHEREAS, Cleveland-Cliffs now desires to provide for the contributions which would otherwise have been made for such participants under certain of its qualified retirement plans except for such limitations, in consideration of services performed and to be performed by each such participant for Cleveland-Cliffs and its subsidiaries and affiliates; and

WHEREAS, Cleveland-Cliffs has entered into, and Cleveland-Cliffs and its subsidiary corporations and affiliates may in the future enter into, agreements with certain executives providing for additional service credit and/or other features for purposes of computing retirement benefits, in consideration of services performed and to be performed by such executives for Cleveland-Cliffs and its subsidiaries and affiliates.

NOW, THEREFORE, Cleveland-Cliffs hereby amends and restates and publishes the Supplemental Retirement Benefit Plan heretofore established by it, which shall contain the following terms and conditions:

1. DEFINITIONS. A. The following words and phrases when used in this Plan with initial capital letters shall have the following respective meanings, unless the context clearly indicates otherwise. The masculine whenever used in this Plan shall include the feminine.

B. "AFFILIATE" shall mean any partnership or joint venture of which any member of the Controlled Group is a partner or venturer and which shall adopt this Plan pursuant to paragraph 6.

C. "BENEFICIARY" shall mean such person or persons (natural or otherwise) as may be designated by the Participant as his Beneficiary under this Plan. Such a designation may be made, and may be revoked or changed (without the consent of any previously designated Beneficiary), only by an instrument (in form acceptable to Cleveland-Cliffs) signed by the Participant and may be revoked or changed (without the consent of any previously designated Beneficiary), only by an instrument (in form acceptable to Cleveland-Cliffs) signed by the Participant and filed with Cleveland-Cliffs prior to the Participant's death.

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In the absence of such a designation and at any other time when there is no existing Beneficiary designated by the Participant to whom payment is to be made pursuant to his designation, his Beneficiary shall be his beneficiary under the Pension Plan. A person designated by a Participant as his Beneficiary who or which ceases to exist shall not be entitled to any part of any payment thereafter to be made to the Participant's Beneficiary unless the Participant's designation specifically provided to the contrary. If two or more persons designated as a Participant's Beneficiary are in existence, the amount of any payment to the Beneficiary under this Plan shall be divided equally among such persons unless the Participant's designation specifically provided to the contrary. Notwithstanding the foregoing, the Beneficiary of a Participant who elects the form of benefit elected by the Participant under the Pension Plan shall be the same beneficiary designated by him or her thereunder.

D. "CODE" shall mean the Internal Revenue Code of 1986, as it has been and may be amended from time to time.

E. "CODE LIMITATIONS" shall mean the limitations imposed by Sections 401(a) and 415 of the Code, or any successor thereto, on the amount of the benefits which may be payable to a Participant from the Pension Plan.

F. "CONTROLLED GROUP" shall mean Cleveland-Cliffs and any corporation in an unbroken chain of corporations beginning with Cleveland-Cliffs, if each of the corporations other than the last corporation in the chain owns or controls, directly or indirectly, stock possessing not less than fifty percent of the total combined voting power of all classes of stock in one of the other corporations.

G. "EMPLOYER(S)" shall mean Cleveland-Cliffs and any other member of the Controlled Group and any Affiliate which shall adopt this Plan pursuant to paragraph 6.

H. "PARTICIPANT" shall mean each person (i) who is a participant in the Pension Plan, (ii) who is a senior corporate officer of Cleveland-Cliffs or a full-time salaried employee of an Employer who has a Management Performance Incentive Plan Salary Grade of EX-28 or above, and (iii) who as a result of participation in this Plan is entitled to a Supplemental Benefit under this Plan. Each person who is as a Participant under this Plan shall be notified in writing of such fact by his Employer, which shall also cause a copy of the Plan to be delivered to such person.

I. "PENSION PLAN" shall mean, with respect to any Participant, the defined benefit plan specified on Exhibit A hereto in which he participates.

J. "SUPPLEMENTAL AGREEMENT" shall mean, with respect to any Participant, an agreement between the Participant and an Employer, and approved by Cleveland-Cliffs if it is not the

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Employer, which provides for additional service credit and/or other features for purposes of computing retirement benefits.

K. "SUPPLEMENTAL BENEFIT" or "SUPPLEMENTAL PENSION PLAN BENEFIT" shall mean a retirement benefit determined as provided in paragraph 2.

L. "SUPPLEMENTAL RETIREMENT BENEFIT PLAN" or "PLAN" shall mean this Plan, as the same may hereafter be amended or restated from time to time.

2. DETERMINATION OF THE SUPPLEMENTAL PENSION PLAN BENEFIT.

Each Participant or Beneficiary of a deceased Participant whose benefits under the Pension Plan payable on or after January 1, 1995 are reduced (a) due to the Code Limitations, or (b) due to deferrals of compensation by such Participant under the Cleveland-Cliffs Inc Voluntary Non- Qualified Deferred Compensation Plan (the "Deferred Compensation Plan"), and each Participant who has entered into a Supplemental Agreement with his Employer (and, where applicable a Beneficiary of a deceased Participant), shall be entitled to a Supplemental Pension Plan Benefit, which shall be determined as hereinafter provided. A Supplemental Pension Plan Benefit shall be a monthly retirement benefit equal to the difference between (i) the amount of the monthly benefit payable on and after January 1, 1995 to the Participant or his Beneficiary under the Pension Plan, determined under the Pension Plan as in effect on the date of the Participant's termination of employment with the Controlled Group and any Affiliate (and payable in the same optional form as his Actual Pension Plan Benefit, as defined below), but calculated without regard to any reduction in the Participant's compensation pursuant to the Deferred Compensation Plan, and as if the Pension Plan did not contain a provision (including any phase-in or extended wear away provision) implementing the Code Limitations, and after giving effect to the provisions of any Supplemental Agreement, and (ii) the amount of the monthly benefit in fact payable on and after January 1, 1995 to the Participant or his Beneficiary under the Pension Plan. If the benefit payable to a Participant or Beneficiary pursuant to clause (ii) of the immediately preceding sentence (herein referred to as "Actual Pension Plan Benefit") is payable in a form other than a monthly benefit, such Actual Pension Plan Benefit shall be adjusted to a monthly benefit which is the actuarial equivalent of such Actual Pension Plan Benefit for the purpose of calculating the monthly Supplemental Pension Plan Benefit of the Participant or Beneficiary pursuant to the preceding sentence. For any Participant whose benefits become payable under the Pension Plan on or after January 1, 1995, the Supplemental Pension Plan Benefit includes any "Retirement Plan Augmentation Benefit" which the Participant shall have accrued under the Deferred Compensation Plan prior to the amendment of such Plan as of January 1, 1991 to delete such Benefit. The acceptance by the Participant or his Beneficiary of any Supplemental Pension Plan Benefit pursuant to paragraph 3 shall constitute payment of the Retirement Plan Augmentation Benefit included therein for

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purposes of the Deferred Compensation Plan prior to such amendment.

3. PAYMENT OF THE SUPPLEMENTAL PENSION PLAN BENEFIT.

A. A Participant's (or his Beneficiary's) Supplemental Pension Plan Benefit (calculated as provided in paragraph 2) shall be converted, at the time of his termination of employment with the Controlled Group and each Affiliate, into ten annual installment payments (the "Ten Installment Payments") of equivalent actuarial value. The equivalent actuarial value shall be determined by the actuary selected by Cleveland-Cliffs based on the 1971 TPF&C Forecast Mortality Table set back one year, the Pension Benefit Guaranty Corporation interest rate for immediate annuities then in effect, and other factors then in effect for purposes of the Pension Plan.

B. If the Participant voluntarily terminates employment with, or retires under the terms of the Pension Plan from, the Controlled Group and each Affiliate, or the Participant's employment with the Controlled Group and each Affiliate is involuntarily terminated, the Participant's former Employer shall pay the Ten Installment Payments to the Participant beginning on the first day of the month following the Participant's retirement under the Pension Plan, and on each anniversary thereafter until the Ten Installment Payments have been made; provided, however, that if the Participant has effectively elected another form of distribution, such Participant's former Employer shall pay or commence payment in such other form of distribution beginning on the first day of the month following the date of the Participant's retirement under the Pension Plan. A Participant who voluntarily terminates employment with, or who retires under the terms of the Pension Plan from, the Controlled Group and each Affiliate may by written notice filed with the Administrator at least one (1) year prior to the Participant's voluntary termination of employment with, or retirement from, the Controlled Group and each Affiliate elect to defer commencement of the payment of his benefit until a date selected in such election. Any such election may be changed by the Participant at any time and from time to time without the consent of any other person by filing a later signed written election with the Administrator; provided that any election made less than one (1) year prior to the Participant's voluntary termination of employment or retirement shall not be valid, and in such case payment shall be made in accordance with the Participant's prior election, or otherwise in accordance with this paragraph 3.

C. A Participant may elect to receive his Supplemental Pension Plan Benefit in one of the following forms of distribution in lieu of the Ten Installment Payments:

- (1) Lump sum payment;
- (2) Annual installments over 2 to 15 years;

- (3) A combination of (1) and (2) above with the percentage payable under each option specifically designated by the Participant; or
- (4) The form of benefit distribution elected by the Participant under the Pension Plan.

Payments made under these options shall commence as of the first day of the month following the Participant's retirement under the Pension Plan; provided, however, that with respect to a lump sum payment, such payment shall be made at the end of the of the first month of retirement or at the end of the month following death.

The payments made under these forms shall be of equivalent actuarial value to the Ten Installment Payments as determined by the actuary selected by Cleveland-Cliffs based on the actuarial factors and assumptions provided for in the second sentence of paragraph 3.A. Notwithstanding the foregoing, the Administrator may, at any time, direct that annual installments shall be made quarterly. If the Participant dies before receiving all of the installment payments, the remaining installment payments shall be paid in a lump sum to the Participant's Beneficiary. Any co-pensioner or survivor payments elected under clause (4) of this paragraph 3.C. shall be paid to the co-pensioner or survivor, as appropriate. The Participant's election of one of the forms of distribution set forth above shall be made by written notice filed with the Administrator at least one (1) year prior to the Participant's voluntary or involuntary termination of employment, retirement, death or disability. Any such election may be changed by the Participant at any time and from time to time without the consent of any other person by filing a later signed written election with the Administrator; provided that any election made less than one (1) year prior to the Participant's voluntary or involuntary termination of employment, retirement, death or disability shall not be valid, and in such case payment shall be made in accordance with the Participant's prior election; and provided, further, that the Administrator may, in its sole discretion, waive such one (1) year period upon a request of the Participant made while an active or inactive employee of his or her Employer.

D. Anything contained in this paragraph 3 to the contrary notwithstanding, in the event a Participant's employment with the Controlled Group and each Affiliate is involuntarily terminated, the Administrator may, at any time, direct immediate payment of such Participant's benefit under the Plan and the manner of distribution for such payment; provided, however, that if the Administrator elects immediate payment as set forth in this paragraph 3.D., such payment shall not be made in accordance with the distribution alternative described in paragraph 3.C.(4) of the Plan.

E. Notwithstanding any other provision of this paragraph 3, a Participant may elect to receive a lump sum

distribution of part or all of his or her benefits under clause (1), (2), or (3) of paragraph 3.C. if (and only if) the amount subject to such distribution is reduced by six percent (6%). Any distribution made pursuant to such an election shall be made within 60 days of the date such election is submitted to the Administrator. The remaining six percent (6%) of the electing Participant's benefit balance subject to such lump sum distribution shall be forfeited.

4. FORFEITABILITY. Anything herein to the contrary notwithstanding, if the Board of Directors of Cleveland-Cliffs shall determine in good faith that a Participant who is entitled to a benefit hereunder by reason of termination of his employment with the Controlled Group and each Affiliate, during the period of 5 years after termination of his employment or until he attains age 65, whichever period is shorter, has engaged in a business competitive with Cleveland-Cliffs or any member of the Controlled Group or any Affiliate without the prior written consent of Cleveland-Cliffs, such Participant's rights to a supplemental Pension Plan Benefit hereunder and the rights, if any, of his Beneficiary shall be terminated and no further Supplemental Benefit shall be paid to him or his Beneficiary hereunder.

5. GENERAL.

A.(1) The entire cost of this Supplemental Retirement Benefit Plan shall be paid from the general assets of one or more of the Employers. It is the intent of the Employers to so pay benefits under the Plan as they become due; provided, however, that Cleveland-Cliffs may, in its sole discretion, establish or cause to be established a trust account for any or each Participant pursuant to an agreement, or agreements, with a bank and direct that some or all of a Participant's benefits under the Plan be paid from the general assets of his Employer which are transferred to the custody of such bank to be held by it in such trust account as property of the Employer subject to the claims of the

Employer's creditors until such time as benefit payments pursuant to the Plan are made from such assets in accordance with such agreement; and until any such payment is made, neither the Plan nor any Participant or Beneficiary shall have any preferred claim on, or any beneficial ownership interest in, such assets. No liability for the payment of benefits under the Plan shall be imposed upon any officer, director, employee, or stockholder of Cleveland-Cliffs or other Employer.

(2) Notwithstanding the provisions of paragraph 5.A.(1), upon the earlier to occur of (a) a Change in Control of Cleveland-Cliffs (for purposes of the Plan the term "Change in Control" shall have the meaning set forth in the Cleveland-Cliffs Inc Voluntary Non-Qualified Deferred Compensation Plan (as amended and restated as of January 1, 1999) or any successor thereto) or (b) a declaration by the Board of Directors of Cleveland-Cliffs (the "Board") that a Change in Control is imminent, Cleveland-Cliffs shall promptly, to the extent it has not previously done so, and in any event within five (5) business

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days, transfer to KeyTrust Company of Ohio, N.A., as trustee ("Trustee") of Trust Agreement No. 7 ("Trust Agreement No. 7") dated April 9, 1991, as amended and restated effective January 1, 1999, between the Trustee and Cleveland-Cliffs, a sum equal to (aa) the present value on the date of the Change in Control (or on such fifth (5th) business day if the Board has declared a Change in Control to be imminent) of the payments to be made to the Participants under this Plan, such present value to be computed using the assumptions and factors used in the Plan, less (bb) the (balance in the Participant's account provided for in Section 7(b) of Trust Agreement No. 7) as of the most recent completed valuation thereof, as certified by the Trustee under Trust Agreement No. 7; provided, however, that if the Trustee does not so certify by the end of the fourth (4th) business day after the earlier of such Change in Control or declaration, then the balance of such account shall be deemed to be zero. Any payments of benefits by the Trustee pursuant to Trust Agreement No. 7 shall, to the extent thereof, discharge Cleveland-Cliffs' obligation to pay benefits hereunder, it being the intent of Cleveland-Cliffs that assets in such Trust be held as security for Cleveland-Cliffs' obligation to pay benefits under this Plan.

B. No right or interest of a Participant or his Beneficiary under this Supplemental Retirement Benefit Plan shall be anticipated, assigned (either at law or in equity) or alienated by the Participant or his Beneficiary, nor shall any such right or interest be subject to attachment, garnishment, levy, execution or other legal or equitable process or in any manner be liable for or subject to the debts of any Participant or Beneficiary. If any Participant or Beneficiary shall attempt to or shall alienate, sell, transfer, assign, pledge or otherwise encumber his benefits under the Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any time such benefits would devolve upon anyone else or would not be enjoyed by him, then Cleveland-Cliffs may terminate his interest in any such benefit and hold or apply it to or for his benefit or the benefit of his spouse, children or other person or persons in fact dependent upon him, or any of them, in such a manner as Cleveland-Cliffs may deem proper; provided, however, that the provisions of this sentence shall not be applicable to the surviving spouse of any deceased Participant if Cleveland-Cliffs consent: to such inapplicability, which consent shall not unreasonably be withheld.

C. Employment rights shall not be enlarged or affected hereby. The Employers shall continue to have the right to discharge or retire a Participant, with or without cause.

D. Notwithstanding any other provisions of this Plan to the contrary, if Cleveland-Cliffs determines that any Participant may not qualify as a "management or highly compensated employee" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or regulations thereunder, Cleveland-Cliffs may determine, in its sole discretion, that such Participant shall cease to be eligible to participate in this Plan. Upon such determination, the

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Employer shall make an immediate lump sum payment to the Participant equal to his then vested Supplemental Benefit. Upon such payment, no benefits shall thereafter be payable under this Plan either to the Participant or any Beneficiary of the Participant, and all of the Participant's elections as to the time and manner of payment of his Supplemental Benefit shall be deemed to be cancelled.

6. ADOPTION OF SUPPLEMENTAL RETIREMENT BENEFIT PLAN. Any member of the Controlled Group or any Affiliate which is an employer under the Pension Plan may become an Employer hereunder with the written consent of Cleveland-Cliffs if such member or such Affiliate executes an instrument evidencing its adoption of the Supplemental Retirement Benefit Plan and files a copy thereof with Cleveland-Cliffs. Such instrument of adoption may be subject

to such terms and conditions as Cleveland-Cliffs requires or approves.

7. MISCELLANEOUS. A. The Plan shall be administered by the plan administrator (the "Administrator"). The Administrator shall have the sole and absolute discretion to interpret the provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to make factual findings with respect to any issue arising under the Plan, to determine the rights and status under the Plan of Participants and other persons, to decide disputes arising under the Plan and to make any determinations and findings (including factual findings) with respect to the benefits payable thereunder and the persons entitled thereto as may be required for the purposes of the Plan. In furtherance thereof, but without limiting the foregoing, the Administrator is hereby granted the following specific authorities, which it shall discharge in its sole and absolute discretion in accordance with the terms of the Plan (as interpreted, to the extent necessary, by the Administrator):

(1) To resolve all questions (including factual questions) arising under the provisions of the Plan as to any individual's entitlement to become a Participant;

(2) to determine the amount of benefits, if any, payable to any person under the Plan (including to the extent necessary, making factual findings with respect thereto); and

(3) to conduct the review procedures specified in paragraph 7.D.

All decisions of the Administrator as to the facts of any case, and the application thereof to any case, as to the interpretation of any provision of the Plan or its application to any case, and as to any other interpretative matter or other determination or question under the Plan shall be final and binding on all parties affected thereby. The Administrator may, from time to time,

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employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with legal counsel who may be counsel to Cleveland-Cliffs. The Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided under the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan. No member of the Administrator shall act in respect of his own benefits. All elections, notices and directions under the Plan by a Participant shall be made on such forms as the Administrator shall prescribe.

B. Cleveland-Cliffs shall be the "Administrator" and the "Plan Sponsor" under the Plan for purposes of ERISA.

C. Except to the extent federal law controls, all questions pertaining to the construction, validity and effect of the provisions hereof shall be determined in accordance with the laws of the State of Ohio.

D. Whenever there is denied, whether in whole or in part, a claim for benefits under the Plan filed by any person (herein referred to as the "Claimant"), the Administrator shall transmit a written notice of such decision to the Claimant, which notice shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of the specific reasons for the denial of the claim and statement advising the Claimant that, within 60 days of the date on which he receives such notice, he may obtain review of such decision in accordance with the procedures hereinafter set forth. Within such 60-day period, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Administrator a written request therefor, which request shall contain the following information:

(1) the date on which the Claimant's request was filed with the Administrator; provided, however, that the date on which the Claimant's request for review was in fact filed with the Administrator shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this paragraph;

(2) the specific portions of the denial of his claim which the Claimant requests the Administrator to review;

(3) a statement by the Claimant setting forth the basis upon which he believes the Administrator should reverse the previous denial of his claim for benefits and accept his claim as made; and

(4) any written material (offered as exhibits) which the Claimant desires the Administrator to examine in its consideration of his position as stated pursuant to clause (3) above.

Within 60 days of the date determined pursuant to clause (1) above, the Administrator shall conduct a full and fair review of the decision denying the Claimant's claim for benefits. Within

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60 days of the date of such hearing, the Administrator shall render its written decision on review, written in a manner calculated to be understood by the Claimant, specifying the reasons and Plan provisions upon which its decision was based.

E. Supplemental Pension Plan Benefits shall be subject to applicable withholding and such other deductions as shall at the time of payment be required or appropriate under any Federal, State or Local law. In addition, Cleveland-Cliffs may withhold from a Participant's "other income" (as hereinafter defined) any amount required or appropriate to be currently withheld from such Participant's other income pursuant to any Federal, State or Local law. For purposes of this subparagraph E, "other income" shall mean any remuneration currently paid to a Participant by an Employer.

8. AMENDMENT AND TERMINATION. A. Cleveland-Cliffs has reserved and does hereby reserve the right to amend, at any time, any or all of the provisions of the Supplemental Retirement Benefit Plan for all Employers, without the consent of any other Employer or any Participant, Beneficiary or any other person. Any such amendment shall be expressed in an instrument executed by Cleveland-Cliffs and shall become effective as of the date designated in such instrument or, if no such date is specified, on the date of its execution.

B. Cleveland-Cliffs has reserved, and does hereby reserve, the right to terminate the Supplemental Retirement Benefit Plan at any time for all Employers, without the consent of any other Employer or of any Participant, Beneficiary or any other person. Such termination shall be expressed in an instrument executed by Cleveland-Cliffs and shall become effective as of the date designated in such instrument, or if no date is specified, on the date of its execution. Any other Employer which shall have adopted the Plan may, with the written consent of Cleveland-Cliffs, elect separately to withdraw from the Plan and such withdrawal shall constitute a termination of the Plan as to it, but it shall continue to be an Employer for the purposes hereof as to Participants or Beneficiaries to whom it owes obligations hereunder. Any such withdrawal and termination shall be expressed in an instrument executed by the terminating Employer and shall become effective as of the date designated in such instrument or, if no date is specified, on the date of its execution.

C. Notwithstanding the foregoing provisions hereof, no amendment or termination of the Supplemental Retirement Benefit Plan shall, without the consent of the Participant (or, in the case of his death, his Beneficiary), adversely affect (i) the benefit under the Plan of any Participant or Beneficiary then entitled to receive a benefit under the Plan or (ii) the right of any other Participant to receive upon termination of his employment with the Controlled Group and each Affiliate (or the right of his Beneficiary to receive upon such Participant's death) that benefit which would have been received under the Plan if such employment of the Participant had terminated immediately

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prior to the amendment or termination of the Plan. Upon any termination of the Plan, each affected Participant's Supplemental Benefit shall be determined and distributed to him or, in the case of his death, to his Beneficiary as provided in paragraph 3 as if the employment of the Participant with the Controlled Group and each Affiliate had terminated immediately prior to the termination of the Plan.

9. EFFECTIVE DATE. The amended and restated Supplemental Retirement Benefit Plan shall be effective as of January 1, 1999.

IN WITNESS WHEREOF, Cleveland-Cliffs Inc, pursuant to the order of its Board of Directors, has executed this amended and restated Supplemental Retirement Benefit Plan at Cleveland, Ohio, this 15th day of February, 1999.

CLEVELAND-CLIFFS INC

By /s/ Richard F. Novak

Vice President - Human Resources

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Exhibit A

PENSION PLANS

Pension Plan for Salaried Employees of Cleveland-Cliffs Inc

Pension Plan for Salaried Employees of the Cleveland-Cliffs Iron Company and its Associated Employers

Retirement Plan for Salaried Employees of Northshore Mining Company and Silver Bay Power Company

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (this "Agreement"), dated as of January 1, 2000 is made and entered by and between Cleveland-Cliffs Inc, an Ohio corporation (the "Company"), and John S. Brinzo (the "Executive").

WITNESSETH:

WHEREAS, the Executive is a senior executive of the Company or one or more of its Subsidiaries and has made and is expected to continue to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change in Control (as defined below) exists;

WHEREAS, the Company desires to assure itself of both present and future continuity of management and desires to establish certain minimum severance benefits for certain of its senior executives, including the Executive, applicable in the event of a Change in Control;

WHEREAS, the Company wishes to ensure that its senior executives are not practically disabled from discharging their duties in respect of a proposed or actual transaction involving a Change in Control; and

WHEREAS, the Company desires to provide additional inducement for the Executive to continue to remain in the employ of the Company.

NOW, THEREFORE, the Company and the Executive agree as follows:

1. CERTAIN DEFINED TERMS. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) "Base Pay" means the Executive's annual base salary rate as in effect from time to time.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means that, prior to any termination pursuant to Section 3(b) or Section 3(c), the Executive shall have committed:

(i) and been convicted of a criminal violation involving fraud, embezzlement or theft in connection with his duties or in the course of his employment with the Company or any Subsidiary;

(ii) intentional wrongful damage to property of the Company or any Subsidiary;

(iii) intentional wrongful disclosure of secret processes or confidential information of the Company or any Subsidiary; or

(iv) intentional wrongful engagement in any Competitive Activity;

and any such act shall have been demonstrably and materially harmful to the Company. For purposes of this Agreement, no act or failure to act on the part of the Executive shall be deemed "intentional" if it was due primarily to an error in judgment or negligence, but shall be deemed "intentional" only if done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for "Cause" hereunder unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three quarters of the Board then in office at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, the Executive had committed an act constituting "Cause" as herein defined and specifying the particulars thereof in detail. Nothing herein will limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination.

(d) "Change in Control" means the occurrence during the Term of any of the following events:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of the Company; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of the Company directly from the Company that is approved by the Incumbent Board (as defined in Section 1(d)(ii), below), (B) any acquisition by the Company of Voting Stock of the Company, (C) any acquisition of Voting Stock of the Company by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (D) any acquisition of Voting Stock of the Company by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii), below; or

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof

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whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger or consolidation involving the Company, a sale or other disposition of all or substantially all of the assets of the Company, or any other transaction involving the Company (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of the Company, (B) no Person (other than the Company, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii).

(e) "Competitive Activity" means the Executive's participation, without the written consent of an officer of the Company, in the management of any business enterprise if such enterprise engages in substantial and direct competition with the Company and such enterprise's sales of any product or service competitive with any product or service of the Company amounted to 10% of such enterprise's net sales for its most recently completed fiscal year and if the Company's net sales of said product or service amounted to 10% of the Company's net sales for its most recently completed fiscal year. "Competitive Activity" will not include (i) the mere ownership of securities in any such enterprise and the exercise of rights appurtenant thereto or (ii) participation in the management of any such enterprise other than in connection with the competitive operations of such enterprise.

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(f) "Employee Benefits" means the perquisites, benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which Executive is

entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing prerequisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(g) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(h) "Incentive Pay" means an annual bonus, incentive or other payment of compensation, in addition to Base Pay, made or to be made in regard to services rendered in any year or other period pursuant to any bonus, incentive, profit-sharing, performance, discretionary pay or similar agreement, policy, plan, program or arrangement (whether or not funded) of the Company or a Subsidiary, or any successor thereto.

(i) "Industry Service" means professionally related service, prior to his employment by the Company or a Subsidiary, by the Executive as an employee within the iron, steel and mining industries or service within an industry to which such Executive's position with the Company relates. The Executive shall be given credit for one year of Industry Service for every two years of service with the Company, as designated in writing by, or in minutes of the actions of, the Compensation and Organization Committee of the Board, and such years of credited Industry Service shall be defined as "Credited Years of Industry Service."

(j) "Retirement Plans" means the retirement income, supplemental executive retirement, excess benefits and retiree medical, life and similar benefit plans providing retirement prerequisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(k) "Severance Period" means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change in Control, or (ii) the Executive's death.

(l) "Subsidiary" means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding capital or profits interests or Voting Stock.

(m) "Supplemental Retirement Plan" or "SRP" means the Cleveland-Cliffs Inc Supplemental Retirement Benefit Plan (as Amended and Restated as of January 1, 1999), as it may be amended prior to a Change in Control, and modified as provided in Annex A, Paragraph (3).

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(n) "Term" means the period commencing as of the date hereof and expiring as of the later of (i) the close of business on December 31, 2001, or (ii) the expiration of the Severance Period; PROVIDED, HOWEVER, that (A) commencing on January 1, 2001 and each January 1 thereafter, the term of this Agreement will automatically be extended for an additional year unless, not later than September 30 of the immediately preceding year, the Company or the Executive shall have given notice that it or the Executive, as the case may be, does not wish to have the Term extended and (B) subject to the last sentence of Section 9, if, prior to a Change in Control, the Executive ceases for any reason to be an officer of the Company and any Subsidiary, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect. For purposes of this Section 1(n), the Executive shall not be deemed to have ceased to be an employee of the Company and any Subsidiary by reason of the transfer of Executive's employment between the Company and any Subsidiary, or among any Subsidiaries.

(o) "Termination Date" means the date on which the Executive's employment is terminated pursuant to Section 3 (the effective date of which shall be the date of termination, or such other date that may be specified by the Executive if the termination is pursuant to Section 3(b) or Section 3(c)).

(p) "Voting Stock" means securities entitled to vote generally in the election of directors.

2. OPERATION OF AGREEMENT. This Agreement will be effective and binding immediately upon its execution, but, anything in this Agreement to the contrary notwithstanding, this Agreement will not be operative unless and until a Change in Control occurs. Upon the occurrence of a Change in Control at any

time during the Term, without further action, this Agreement shall become immediately operative, including without limitation, the last sentence of Section 9 notwithstanding that the Term may have theretofore expired.

3. TERMINATION FOLLOWING A CHANGE IN CONTROL. (a) In the event of the occurrence of a Change in Control, the Executive's employment may be terminated by the Company or a Subsidiary during the Severance Period and the Executive shall be entitled to the benefits provided by Section 4 unless such termination is the result of the occurrence of one or more of the following events:

(i) The Executive's death;

(ii) If the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change in Control; or

(iii) Cause.

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If, during the Severance Period, the Executive's employment is terminated by the Company or any Subsidiary other than pursuant to Section 3(a) (i), 3(a) (ii) or 3(a) (iii), the Executive will be entitled to the benefits provided by Section 4 hereof.

(b) In the event of the occurrence of a Change in Control, the Executive may terminate employment with the Company and any Subsidiary during the Severance Period with the right to severance compensation as provided in Section 4 upon the occurrence of one or more of the following events (regardless of whether any other reason, other than Cause as hereinabove provided, for such termination exists or has occurred, including without limitation other employment):

(i) Failure to elect or reelect or otherwise to maintain the Executive in the office or the position, or a substantially equivalent office or position, of or with the Company and/or a Subsidiary (or any successor thereto by operation of law or otherwise), as the case may be, which the Executive held immediately prior to a Change in Control, or the removal of the Executive as a Director of the Company and/or a Subsidiary (or any successor thereto) if the Executive shall have been a Director of the Company and/or a Subsidiary immediately prior to the Change in Control;

(ii) (A) A significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company and any Subsidiary which the Executive held immediately prior to the Change in Control, (B) a reduction in the Executive's Base Pay, (C) a reduction in the Executive's opportunity to receive Incentive Pay from the Company and any Subsidiary, or (D) the termination or denial of the Executive's rights to Employee Benefits or a reduction in the scope or value thereof, any of which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such change, reduction or termination, as the case may be;

(iii) A determination by the Executive (which determination will be conclusive and binding upon the parties hereto provided it has been made in good faith and in all events will be presumed to have been made in good faith unless otherwise shown by the Company by clear and convincing evidence) that a change in circumstances has occurred following a Change in Control, including, without limitation, a change in the scope of the business or other activities for which the Executive was responsible immediately prior to the Change in Control, which has rendered the Executive substantially unable to carry out, has substantially hindered Executive's performance of, or has caused Executive to suffer a substantial reduction in, any of the authorities, powers, functions, responsibilities or duties attached to the position held by the Executive immediately prior to the Change in Control, which situation is not remedied within 10 calendar days after written notice to the Company from the Executive of such determination;

(iv) The liquidation, dissolution, merger, consolidation or reorganization of the Company or transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation,

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reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (by operation of law or otherwise) assumed all duties and obligations of the Company under this Agreement pursuant to Section 11(a);

(v) The Company relocates its principal executive offices (if such offices are the principal location of Executive's work), or requires the Executive to have his principal location of work changed, to any location that, in either case, is in excess of 25 miles from the location thereof immediately prior to the Change in Control, without his prior written consent; or

(vi) Without limiting the generality or effect of the foregoing, any material breach of this Agreement by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach.

(c) Notwithstanding anything contained in this Agreement to the contrary, in the event of a Change in Control [other than a Change in Control within the meaning of Section 1(d)(iv)], the Executive may terminate employment with the Company and any Subsidiary for any reason, or without reason, during the 30-day period immediately following the first anniversary of the first occurrence of a Change in Control with the right to severance compensation as provided in Section 4.

(d) A termination by the Company pursuant to Section 3(a) or by the Executive pursuant to Section 3(b) or Section 3(c) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights shall be governed by the terms thereof, except for any rights to severance compensation to which the Executive may be entitled upon termination of employment under any severance pay policy, plan, program or arrangement of the Company, which rights shall, during the Severance Period, be superseded by this Agreement.

4. SEVERANCE COMPENSATION. (a) If, following the occurrence of a Change in Control, the Company or Subsidiary terminates the Executive's employment during the Severance Period other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), or if the Executive terminates his employment pursuant to Section 3(b) or Section 3(c), the Company will pay to the Executive the amounts described in Annex A within ten business days after the Termination Date, or, if later, upon the expiration of the revocation period provided for in Exhibit A, and will continue to provide to the Executive the benefits described on Annex A for the periods described therein.

(b) Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" as quoted from time to time during the relevant period in the Midwest Edition of THE WALL STREET JOURNAL, plus 2%. Such interest will be payable as it accrues on demand. Any change in such prime rate will be effective on and as of the date of such change.

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(c) Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under this Section 4 and under Sections 5, 7, 8 and the last sentence of Section 9 and Paragraph (3) of Annex A will survive any termination or expiration of this Agreement or the termination of the Executive's employment following a Change in Control for any reason whatsoever.

(d) Unless otherwise expressly provided by the applicable policy, plan, program or agreement, after the occurrence of a Change in Control, the Company shall pay in cash to the Executive a lump sum amount equal to the value of any annual bonus or long-term incentive pay (including, without limitation, incentive-based annual cash bonuses and performance units, but not including any equity-based compensation or compensation provided under a qualified plan) earned or granted with respect to the Executive's service during the performance period or periods that includes the date on which the Change in Control occurred, disregarding any applicable vesting requirements; provided that such amount shall be calculated at the plan target rate, but prorated on the portion of the Executive's service that had elapsed during the applicable performance period. Such payment shall take into account service rendered through the payment date and shall be made at the earlier of (i) the date prescribed for payment pursuant to the applicable plan, program or agreement, and (ii) within five business days after the Termination Date.

(e) Notwithstanding any provision to the contrary in any applicable policy, plan, program or agreement, upon the occurrence of a Change in Control,

all equity incentive grants and awards held by the Executive shall become fully vested and all stock options held by the Executive shall become fully exercisable.

5. CERTAIN ADDITIONAL PAYMENTS BY THE COMPANY. (a) Anything in this Agreement to the contrary notwithstanding, in the event that this Agreement shall become operative and it shall be determined (as hereafter provided) that any payment (other than the Gross-Up payments provided for in this Section 5) or distribution by the Company or any of its affiliates to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any successor provision thereto) by reason of being considered "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (collectively, a "Gross-Up Payment"); PROVIDED, HOWEVER, that no Gross-up Payment shall be made with respect to the Excise Tax, if any, attributable to (i) any incentive stock option, as defined by Section 422 of the Code ("ISO") granted prior to the execution of this Agreement, or (ii) any stock appreciation or similar right, whether or not limited, granted in tandem with any

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ISO described in clause (i). The Gross-Up Payment shall be in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payment.

(b) Subject to the provisions of Section 5(f), all determinations required to be made under this Section 5, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to the Executive and the amount of such Gross-Up Payment, if any, shall be made by a nationally recognized accounting firm (the "Accounting Firm") selected by the Executive in his sole discretion. The Executive shall direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and the Executive within 30 calendar days after the Termination Date, if applicable, and any such other time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive, the Company shall pay the required Gross-Up Payment to the Executive within five business days after receipt of such determination and calculations with respect to any Payment to the Executive. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Company and the Executive an opinion that the Executive has substantial authority not to report any Excise Tax on his federal, state or local income or other tax return. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 5(f) and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(c) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Section 5(b). Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive.

(d) The federal, state and local income or other tax returns filed by the Executive shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by

the Executive. The Executive shall make proper payment of the amount of any Excise Payment, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if

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relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

(e) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Section 5(b) shall be borne by the Company. If such fees and expenses are initially paid by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his payment thereof.

(f) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification shall be given as promptly as practicable but no later than 10 business days after the Executive actually receives notice of such claim and the Executive shall further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by the Executive). The Executive shall not pay such claim prior to the earlier of (i) the expiration of the 30-calendar-day period following the date on which he gives such notice to the Company and (ii) the date that any payment of amount with respect to such claim is due. If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) provide the Company with any written records or documents in his possession relating to such claim reasonably requested by the Company;

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;

(iii) cooperate with the Company in good faith in order effectively to contest such claim; and

(iv) permit the Company to participate in any proceedings relating to such claim;

PROVIDED, HOWEVER, that the Company shall bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and shall indemnify and hold harmless the Executive, on an after-tax basis, for and against any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 5(f), the Company shall control all proceedings taken in connection with the contest of any claim contemplated by this Section 5(f) and, at its sole option, may pursue or forego any

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and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (provided, however, that the Executive may participate therein at his own cost and expense) and may, at its option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; PROVIDED, HOWEVER, that if the Company directs the Executive to pay the tax claimed and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and PROVIDED FURTHER, HOWEVER, that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the

Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(g) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), the Executive receives any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 5(f)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of any such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to the Executive pursuant to this Section 5.

6. NO MITIGATION OBLIGATION. The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date and that the non-competition covenant contained in Section 8 will further limit the employment opportunities for the Executive. In addition, the Company acknowledges that its severance pay plans applicable in general to its salaried employees do not provide for mitigation, offset or reduction of any severance payment received thereunder. Accordingly, the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in the last sentence of Paragraph (2) set forth on Annex A.

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7. LEGAL FEES AND EXPENSES. (a) It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of Executive's choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such interpretation, enforcement or defense, including without limitation the initiation or defense of any litigation or other legal action, whether by or against the Company or any Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all attorneys' and related fees and expenses incurred by the Executive in connection with any of the foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith or with no colorable claim of success.

(b) To ensure that the provisions of this Agreement can be enforced by the Executive, certain trust arrangements ("Trusts") have been established between KeyTrust Company of Ohio, N.A., as Trustee ("Trustee"), and the Company. Each of Trust Agreement No. 1 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 1"), Trust Agreement No. 2 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 2"), and Trust Agreement No. 7 dated April 9, 1991, as amended ("Trust Agreement No. 7"), as it may be subsequently amended and/or restated, between the Trustee and the Company, sets forth the terms and conditions relating to payment from Trust Agreement No. 1 of compensation, pension benefits and other benefits pursuant to the Agreement owed by the Company, payment from Trust Agreement No. 2 for attorneys' fees and related fees and expenses pursuant to Section 7(a) hereof owed by the Company, and payment from Trust Agreement No. 7 of pension benefits owed by the Company. Executive shall make demand on the Company for any payments due Executive pursuant to Section 7(a) hereof prior to making demand therefor on the Trustee under Trust Agreement No. 2.

(c) Upon the earlier to occur of (i) a Change in Control or (ii) a declaration by the Board that a Change Control is imminent, the Company shall

promptly to the extent it has not previously done so, and in any event within five (5) business days:

(A) transfer to Trustee to be added to the principal of the Trust under Trust Agreement No. 1 a sum equal to (I) the present value on the date of the Change in

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Control (or on such fifth business day if the Board has declared a Change in Control to be imminent) of the payments to be made to Executive under the provisions of Annex A and Section 5 hereof, such present value to be computed using the assumptions set forth in Annex A hereof and the computations provided for in Section 5 hereof less (II) the balance in the Executive's accounts provided for in Trust Agreement No. 1 as of the most recent completed valuation thereof, as certified by the Trustee under Trust Agreement No. 1 less (III) the balance in the Executive's accounts provided for in Trust Agreement No. 7 as of the most recently completed valuation thereof, as certified by the Trustee under Trust Agreement No. 7; provided, however, that if the Trustee under Trust Agreement No. 1 and/or Trust Agreement No. 7 does not so certify by the end of the fourth (4th) business day after the earlier of such Change in Control or declaration, then the balance of such respective account shall be deemed to be zero. Any payments of compensation, pension or other benefits by the Trustee pursuant to Trust Agreement No. 1 or Trust Agreement No. 7 shall, to the extent thereof, discharge the Company's obligation to pay compensation, pension and other benefits hereunder, it being the intent of the Company that assets in such Trusts be held as security for the Company's obligation to pay compensation, pension and other benefits under this Agreement; and

(B) transfer to the Trustee to be added to the principal of the Trust under Trust Agreement No. 2 the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) less any principal in such Trust on such fifth business day. Any payments of the Executive's attorneys' and related fees and expenses by the Trustee pursuant to Trust Agreement No. 2 shall, to the extent thereof, discharge the Company's obligation hereunder, it being the intent of the Company that assets in such Trust be held as security for the Company's obligation under Section 7(a) hereof. Executive understands and acknowledges that the entire corpus of the Trust under Trust Agreement No. 2 will be \$250,000 and that said amount will be available to discharge not only the obligations of the Company to Executive under Section 7(a) hereof, but also similar obligations of the Company to other executives and employees under similar provisions of other agreements and plans.

8. COMPETITIVE ACTIVITY; CONFIDENTIALITY; NONSOLICITATION. (a) During the Term and for a period ending two years following the Termination Date, if the Executive shall have received or shall be receiving benefits under Section 4, and, if applicable, Section 5, the Executive shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, engage in any Competitive Activity.

(b) During the Term, the Company agrees that it will disclose to Executive its confidential or proprietary information (as defined in this Section 8(b)) to the extent necessary for Executive to carry out his obligations to the Company. The Executive hereby covenants and agrees that he will not, without the prior written consent of the Company, during the Term or thereafter disclose to any person not employed by the Company, or use in connection with engaging in competition with the Company, any confidential or proprietary information of the Company. For purposes of this Agreement, the term "confidential or proprietary information" will include all information of any nature and in any form that is owned by the Company and that is not publicly available (other than by Executive's breach of this Section 8(b)) or generally

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known to persons engaged in businesses similar or related to those of the Company. Confidential or proprietary information will include, without limitation, the Company's financial matters, customers, employees, industry contracts, strategic business plans, product development (or other proprietary product data), marketing plans, and all other secrets and all other information of a confidential or proprietary nature. For purposes of the preceding two sentences, the term "Company" will also include any Subsidiary (collectively, the "Restricted Group"). The foregoing obligations imposed by this Section 8(b) will not apply (i) during the Term, in the course of the business of and for the benefit of the Company, (ii) if such confidential or proprietary information will have become, through no fault of the Executive, generally known to the public or (iii) if the Executive is required by law to make disclosure (after

giving the Company notice and an opportunity to contest such requirement).

(c) The Executive hereby covenants and agrees that during the Term and for two years thereafter Executive will not, without the prior written consent of the Company, which consent shall not unreasonably be withheld, on behalf of Executive or on behalf of any person, firm or company, directly or indirectly, attempt to influence, persuade or induce, or assist any other person in so persuading or inducing, any employee of the Restricted Group to give up, or to not commence, employment or a business relationship with the Restricted Group.

9. EMPLOYMENT RIGHTS. Nothing expressed or implied in this Agreement will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change in Control. Any termination of employment of the Executive or the removal of the Executive from the office or position in the Company or any Subsidiary that occurs (i) not more than 180 days prior to the date on which a Change in Control occurs, and (ii) following the commencement of any discussion with a third person that ultimately results in a Change in Control, shall be deemed to be a termination or removal of the Executive after a Change in Control for purposes of this Agreement.

10. WITHHOLDING OF TAXES. The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

11. SUCCESSORS AND BINDING AGREEMENT. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

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(b) This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). Without limiting the generality or effect of the foregoing, the Executive's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

12. NOTICES. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or Purolator, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at his principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

13. GOVERNING LAW. The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Ohio, without giving effect to the principles of conflict of laws of such State.

14. VALIDITY. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be

affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

15. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by

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either party which are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement.

16. CONSTRUCTION. The masculine gender, when used in this Agreement, shall be deemed to include the feminine gender and the singular number shall include the plural, unless the context clearly indicates to the contrary.

17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

18. PRIOR AGREEMENT. This Agreement cancels and supercedes the Employment Agreement, dated as of June 30, 1997 (the "Prior Agreement"), between the Company and the Executive, which Prior Agreement shall, without further action, be canceled and superseded as of the date first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

CLEVELAND-CLIFFS INC

By: /s/ John C. Morley

[Name and Title]
Chairman - Compensation and
Organization Committee

/s/ J.S. Brinzo

John S. Brinzo

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Annex A

Severance Compensation

(1) A lump sum payment in an amount equal to three (3) times the sum of (A) Base Pay (at the highest rate in effect for any period prior to the Termination Date), plus (B) Incentive Pay (in an amount equal to not less than the greater of (i) the target bonus and/or target award opportunity for the fiscal year immediately preceding the year in which the Change in Control occurred, or (ii) the target bonus and/or target award opportunity for the fiscal year in which the Termination Date occurs).

(2) For a period of thirty-six (36) months following the Termination Date (the "Continuation Period"), the Company will arrange to provide the Executive with Employee Benefits that are welfare benefits (but not stock option, performance share, performance unit, stock purchase, stock appreciation or similar compensatory benefits) substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 3(b)(ii)). If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary,

as the case may be, then the Company will itself pay or provide for the payment to the Executive, his dependents and beneficiaries, of such Employee Benefits along with, in the case of any benefit described in this Paragraph 2 which is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or his dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Notwithstanding the foregoing, or any other provision of the Agreement, for purposes of determining the period of continuation coverage to which the Executive or any of his dependents is entitled pursuant to Section 4980B of the Code (or any successor provision thereto) under the Company's medical, dental and other group health plans, or successor plans, the Executive's "qualifying event" shall be the termination of the Continuation Period and the Executive shall be considered to have remained actively employed on a full-time basis through that date. Without otherwise limiting the purposes or effect of Section 5, Employee Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable welfare benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's Termination Date, and any such benefits actually received by the Executive shall be reported by the Executive to the Company.

(3) A lump sum payment (the "SRP Payment") in an amount equal to the sum of the future pension benefits (converted to a lump sum of actuarial equivalence) which the Executive would have been entitled to receive three (3) years following the Termination Date under the SRP, and as modified by this Paragraph (3) (assuming Base Salary and Incentive Pay as determined in Paragraph (1), if the Executive had remained in the full-time employment of the Company until three (3) years following the Termination Date.

The calculation of the SRP Payment and its actuarial equivalence shall be made as of the Termination Date. The lump sum of actuarial equivalence shall be calculated as of three (3)

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years following the Termination Date using the assumptions and factors used in the SRP, and such sums shall be discounted to the date of payment using a discount rate prescribed for purposes of valuation computations under Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision thereto, or if no rate is so prescribed, a rate equal to the then "applicable interest rate" under Section 417 (e) (3) (A) (ii) (II) of the Code for the month in which the Termination Date occurs.

The Company hereby waives the discretionary right, at any time subsequent to the date of a Change in Control, to amend or terminate the SRP as to the Executive as provided in paragraph 8 thereof or to terminate the rights of the Executive or his beneficiary under the SRP in the event Executive engages in a competitive business as provided in any plan or arrangement between the Company and the Executive or applicable to the Executive, including but not limited to, the provisions of paragraph 4 of the SRP, or any similar provisions of any such plan or arrangement or other plan or arrangement supplementing or superseding the same. This Paragraph (3) shall constitute a "Supplemental Agreement" as defined in Paragraph 1.J of the SRP. If the Company shall terminate the Executive's employment during the Severance Period, other than for Cause pursuant to Section 3(a) (i), 3(a) (ii) or 3(a) (iii) of the Agreement, or if the Executive shall terminate his employment pursuant to Section 3(b) of the Agreement, or if, following the end of the Severance Period, the Executive's employment is terminated for any reason, for the purposes of computing the Executive's period of continuous service and of calculating and paying his benefit under the SRP:

(A) At the time of his termination of employment with the Company (by death or otherwise), the Executive shall be credited with years of continuous service for benefit accrual and eligibility equal to the greater of (i) the number of his actual years of continuous service or (ii) the number of years of continuous service he would have had if he had continued his employment with the Company for three (3) years after the Termination Date, and had he attained the greater of (iii) his actual chronological age, (iv) sixty-five, or (v) his chronological age three (3) years after the Termination Date. In addition, the Executive shall be eligible for a 30-year pension benefit based upon his years of continuous service as computed under the preceding sentence. Such Executive shall be eligible to commence a 30-year pension benefit on the earlier of (vi) the date upon which the Executive would have otherwise reached 30 years of continuous service with the Company but for his termination of employment after the Change in Control at which time the Executive shall be deemed to be age 65, or (vii) the date upon which the sum of the Executive's years of continuous service (as computed in the first sentence of this subparagraph (A)) and the Executive's Credited Years of Industry Service is equal to 30 years of service, at which time the Executive shall be deemed to be age 65; and

(B) The Executive shall be a "Participant" in the SRP, notwithstanding any limitations therein. The terms of the Agreement and this Annex A shall take precedence to the extent they are contrary to provisions contained in the SRP.

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Payment of the SRP Payment by the Company shall be deemed to be a satisfaction of all obligations of the Company to the Executive under the SRP.

(4) Base Salary through the Termination Date plus prorata Incentive Pay for the year in which the Termination Date occurs calculated at the greater of (i) the target bonus and/or target opportunity or (ii) actual performance, in each case for the fiscal year in which the Termination Date occurs.

(5) In lieu of the Executive's right to receive deferred compensation under the Voluntary Non-Qualified Deferred Compensation Plan or any other plan providing for deferral of income or amounts otherwise payable to the Executive, a lump sum payment in cash in an amount equal to 100% of the Executive's cash and stock account balances under such plans.

(6) Outplacement services by a firm selected by the Executive, at the expense of the Company in an amount up to 15% of the Executive's Base Pay.

(7) Post-retirement medical, hospital, surgical and prescription drug coverage for the lifetime of the Executive, his spouse and any eligible dependents equivalent to that which would have been furnished on the day prior to the Change in Control to an officer of the Company who retired on such date with full eligibility for such benefits.

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CLEVELAND-CLIFFS INC
SEVERANCE AGREEMENT

EXHIBIT A

Form of Release

WHEREAS, the Executive's employment has been terminated in accordance with Section 3 of the Severance Agreement (the "Agreement") dated as of January 1, 2000 between the Executive and Cleveland-Cliffs Inc; and

WHEREAS, the Executive is required to sign this Release in order to receive the Severance Compensation (as such term is defined in the Agreement) as described in Annex A of the Agreement and the other benefits described in the Agreement.

NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agrees as follows:

1. This Release is effective on the date hereof and will continue in effect as provided herein.

2. In consideration of the payments to be made and the benefits to be received by the Executive pursuant to the Agreement, which the Executive acknowledges are in addition to payments and benefits which the Executive would be entitled to receive absent the Agreement (other than severance pay and benefits under any other severance plan, policy, program or arrangement sponsored by Cleveland-Cliffs Inc), the Executive, for himself and his dependents, successors, assigns, heirs, executors and administrators (and his and their legal representatives of every kind), hereby releases, dismisses, remises and forever discharges Cleveland-Cliffs Inc, its predecessors, parents, subsidiaries, divisions, related or affiliated companies, officers, directors, stockholders, members, employees, heirs, successors, assigns, representatives, agents and counsel (the "Company") from any and all arbitrations, claims, including claims for attorney's fees, demands, damages, suits, proceedings, actions and/or causes of action of any kind and every description, whether known

or unknown, which Executive now has or may have had for, upon, or by reason of any cause whatsoever ("claims"), against the Company, including but not limited to:

(a) any and all claims arising out of or relating to Executive's employment by or service with the Company and his termination from the Company;

(b) any and all claims of discrimination, including but not limited to claims of discrimination on the basis of sex, race, age, national origin, marital status, religion or handicap, including, specifically, but without limiting the generality of the foregoing, any claims under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, Ohio Revised

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Code Section 4101.17 and Ohio Revised Code Chapter 4112, including Sections 4112.02 and 4112.99 thereof; and

(c) any and all claims of wrongful or unjust discharge or breach of any contract or promise, express or implied.

3. Executive understands and acknowledges that the Company does not admit any violation of law, liability or invasion of any of his rights and that any such violation, liability or invasion is expressly denied. The consideration provided for this Release is made for the purpose of settling and extinguishing all claims and rights (and every other similar or dissimilar matter) that Executive ever had or now may have against the Company to the extent provided in this Release. Executive further agrees and acknowledges that no representations, promises or inducements have been made by the Company other than as appear in the Agreement.

4. Executive further agrees and acknowledges that:

(a) The release provided for herein releases claims to and including the date of this Release;

(b) He has been advised by the Company to consult with legal counsel prior to executing this Release, has had an opportunity to consult with and to be advised by legal counsel of his choice, fully understands the terms of this Release, and enters into this Release freely, voluntarily and intending to be bound;

(c) He has been given a period of 21 days to review and consider the terms of this Release, prior to its execution and that he may use as much of the 21 day period as he desires; and

(d) He may, within 7 days after execution, revoke this Release. Revocation shall be made by delivering a written notice of revocation to the Vice President Human Resources at the Company. For such revocation to be effective, written notice must be actually received by the Vice President Human Resources at the Company no later than the close of business on the 7th day after Executive executes this Release. If Executive does exercise his right to revoke this Release, all of the terms and conditions of the Release shall be of no force and effect and the Company shall not have any obligation to make payments or provide benefits to Executive as set forth in Sections 4, 5, and 7 of the Agreement.

5. Executive agrees that he will never file a lawsuit or other complaint asserting any claim that is released in this Release.

6. Executive waives and releases any claim that he has or may have to reemployment after _____.

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IN WITNESS WHEREOF, the Executive has executed and delivered this Release on the date set forth below.

Dated: _____

Executive

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (this "Agreement"), dated as of January 1, 2000 is made and entered by and between Cleveland-Cliffs Inc, an Ohio corporation (the "Company"), and Thomas J. O'Neil (the "Executive").

WITNESSETH:

WHEREAS, the Executive is a senior executive of the Company or one or more of its Subsidiaries and has made and is expected to continue to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change in Control (as defined below) exists;

WHEREAS, the Company desires to assure itself of both present and future continuity of management and desires to establish certain minimum severance benefits for certain of its senior executives, including the Executive, applicable in the event of a Change in Control;

WHEREAS, the Company wishes to ensure that its senior executives are not practically disabled from discharging their duties in respect of a proposed or actual transaction involving a Change in Control; and

WHEREAS, the Company desires to provide additional inducement for the Executive to continue to remain in the employ of the Company.

NOW, THEREFORE, the Company and the Executive agree as follows:

1. CERTAIN DEFINED TERMS. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) "Base Pay" means the Executive's annual base salary rate as in effect from time to time.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means that, prior to any termination pursuant to Section 3(b), the Executive shall have committed:

(i) and been convicted of a criminal violation involving fraud, embezzlement or theft in connection with his duties or in the course of his employment with the Company or any Subsidiary;

(ii) intentional wrongful damage to property of the Company or any Subsidiary;

(iii) intentional wrongful disclosure of secret processes or confidential information of the Company or any Subsidiary; or

(iv) intentional wrongful engagement in any Competitive Activity;

and any such act shall have been demonstrably and materially harmful to the Company. For purposes of this Agreement, no act or failure to act on the part of the Executive shall be deemed "intentional" if it was due primarily to an error in judgment or negligence, but shall be deemed "intentional" only if done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for "Cause" hereunder unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three quarters of the Board then in office at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, the Executive had committed an act

constituting "Cause" as herein defined and specifying the particulars thereof in detail. Nothing herein will limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination.

(d) "Change in Control" means the occurrence during the Term of any of the following events:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of the Company; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of the Company directly from the Company that is approved by the Incumbent Board (as defined in Section 1(d)(ii), below), (B) any acquisition by the Company of Voting Stock of the Company, (C) any acquisition of Voting Stock of the Company by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (D) any acquisition of Voting Stock of the Company by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii), below; or

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof

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whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger or consolidation involving the Company, a sale or other disposition of all or substantially all of the assets of the Company, or any other transaction involving the Company (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of the Company, (B) no Person (other than the Company, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii).

(e) "Competitive Activity" means the Executive's participation, without the written consent of an officer of the Company, in the management of any business enterprise if such enterprise engages in substantial and direct competition with the Company and such enterprise's sales of any product or

service competitive with any product or service of the Company amounted to 10% of such enterprise's net sales for its most recently completed fiscal year and if the Company's net sales of said product or service amounted to 10% of the Company's net sales for its most recently completed fiscal year. "Competitive Activity" will not include (i) the mere ownership of securities in any such enterprise and the exercise of rights appurtenant thereto or (ii) participation in the management of any such enterprise other than in connection with the competitive operations of such enterprise.

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(f) "Employee Benefits" means the perquisites, benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which Executive is entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(g) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(h) "Incentive Pay" means an annual bonus, incentive or other payment of compensation, in addition to Base Pay, made or to be made in regard to services rendered in any year or other period pursuant to any bonus, incentive, profit-sharing, performance, discretionary pay or similar agreement, policy, plan, program or arrangement (whether or not funded) of the Company or a Subsidiary, or any successor thereto.

(i) "Industry Service" means professionally related service, prior to his employment by the Company or a Subsidiary, by the Executive as an employee within the iron, steel and mining industries or service within an industry to which such Executive's position with the Company relates. The Executive shall be given credit for one year of Industry Service for every two years of service with the Company, as designated in writing by, or in minutes of the actions of, the Compensation and Organization Committee of the Board, and such years of credited Industry Service shall be defined as "Credited Years of Industry Service."

(j) "Retirement Plans" means the retirement income, supplemental executive retirement, excess benefits and retiree medical, life and similar benefit plans providing retirement perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(k) "Severance Period" means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change in Control, or (ii) the Executive's death.

(l) "Subsidiary" means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding capital or profits interests or Voting Stock.

(m) "Supplemental Retirement Plan" or "SRP" means the Cleveland-Cliffs Inc Supplemental Retirement Benefit Plan (as Amended and Restated as of January 1, 1999), as it may be amended prior to a Change in Control, and modified as provided in Annex A, Paragraph (3).

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(n) "Term" means the period commencing as of the date hereof and expiring as of the later of (i) the close of business on December 31, 2001, or (ii) the expiration of the Severance Period; PROVIDED, HOWEVER, that (A) commencing on January 1, 2001 and each January 1 thereafter, the term of this Agreement will automatically be extended for an additional year unless, not later than September 30 of the immediately preceding year, the Company or the Executive shall have given notice that it or the Executive, as the case may be, does not wish to have the Term extended and (B) subject to the last sentence of Section 9, if, prior to a Change in Control, the Executive ceases for any reason to be an officer of the Company and any Subsidiary, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect. For purposes of this Section 1(n), the Executive shall not be deemed to have ceased to be an employee of the

Company and any Subsidiary by reason of the transfer of Executive's employment between the Company and any Subsidiary, or among any Subsidiaries.

(o) "Termination Date" means the date on which the Executive's employment is terminated pursuant to Section 3 (the effective date of which shall be the date of termination, or such other date that may be specified by the Executive if the termination is pursuant to Section 3(b)).

(p) "Voting Stock" means securities entitled to vote generally in the election of directors.

2. OPERATION OF AGREEMENT. This Agreement will be effective and binding immediately upon its execution, but, anything in this Agreement to the contrary notwithstanding, this Agreement will not be operative unless and until a Change in Control occurs. Upon the occurrence of a Change in Control at any time during the Term, without further action, this Agreement shall become immediately operative, including without limitation, the last sentence of Section 9 notwithstanding that the Term may have theretofore expired.

3. TERMINATION FOLLOWING A CHANGE IN CONTROL. (a) In the event of the occurrence of a Change in Control, the Executive's employment may be terminated by the Company or a Subsidiary during the Severance Period and the Executive shall be entitled to the benefits provided by Section 4 unless such termination is the result of the occurrence of one or more of the following events:

(i) The Executive's death;

(ii) If the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change in Control; or

(iii) Cause.

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If, during the Severance Period, the Executive's employment is terminated by the Company or any Subsidiary other than pursuant to Section 3(a) (i), 3(a) (ii) or 3(a) (iii), the Executive will be entitled to the benefits provided by Section 4 hereof.

(b) In the event of the occurrence of a Change in Control, the Executive may terminate employment with the Company and any Subsidiary during the Severance Period with the right to severance compensation as provided in Section 4 upon the occurrence of one or more of the following events (regardless of whether any other reason, other than Cause as hereinabove provided, for such termination exists or has occurred, including without limitation other employment):

(i) Failure to elect or reelect or otherwise to maintain the Executive in the office or the position, or a substantially equivalent office or position, of or with the Company and/or a Subsidiary (or any successor thereto by operation of law or otherwise), as the case may be, which the Executive held immediately prior to a Change in Control, or the removal of the Executive as a Director of the Company and/or a Subsidiary (or any successor thereto) if the Executive shall have been a Director of the Company and/or a Subsidiary immediately prior to the Change in Control;

(ii) (A) A significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company and any Subsidiary which the Executive held immediately prior to the Change in Control, (B) a reduction in the Executive's Base Pay, (C) a reduction in the Executive's opportunity to receive Incentive Pay from the Company and any Subsidiary, or (D) the termination or denial of the Executive's rights to Employee Benefits or a reduction in the scope or value thereof, any of which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such change, reduction or termination, as the case may be;

(iii) A determination by the Executive (which determination will be conclusive and binding upon the parties hereto provided it has been made in good faith and in all events will be presumed to have been made in good faith unless otherwise shown by the Company by clear and convincing evidence) that a change in circumstances has occurred following a Change in Control, including, without limitation, a change in the scope of the business or other activities for which the Executive was responsible immediately prior to the Change in Control, which has rendered the Executive substantially unable to carry out, has substantially hindered Executive's performance of, or has caused Executive to suffer a substantial reduction in, any of the authorities, powers, functions, responsibilities or duties attached to the position held by the

Executive immediately prior to the Change in Control, which situation is not remedied within 10 calendar days after written notice to the Company from the Executive of such determination;

(iv) The liquidation, dissolution, merger, consolidation or reorganization of the Company or transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation,

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reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (by operation of law or otherwise) assumed all duties and obligations of the Company under this Agreement pursuant to Section 11(a);

(v) The Company relocates its principal executive offices (if such offices are the principal location of Executive's work), or requires the Executive to have his principal location of work changed, to any location that, in either case, is in excess of 25 miles from the location thereof immediately prior to the Change in Control, without his prior written consent; or

(vi) Without limiting the generality or effect of the foregoing, any material breach of this Agreement by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach.

(c) A termination by the Company pursuant to Section 3(a) or by the Executive pursuant to Section 3(b) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights shall be governed by the terms thereof, except for any rights to severance compensation to which the Executive may be entitled upon termination of employment under any severance pay policy, plan, program or arrangement of the Company, which rights shall, during the Severance Period, be superseded by this Agreement.

4. SEVERANCE COMPENSATION. (a) If, following the occurrence of a Change in Control, the Company or Subsidiary terminates the Executive's employment during the Severance Period other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), or if the Executive terminates his employment pursuant to Section 3(b), the Company will pay to the Executive the amounts described in Annex A within ten business days after the Termination Date, or, if later, upon the expiration of the revocation period provided for in Exhibit A, and will continue to provide to the Executive the benefits described on Annex A for the periods described therein.

(b) Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" as quoted from time to time during the relevant period in the Midwest Edition of THE WALL STREET JOURNAL, plus 2%. Such interest will be payable as it accrues on demand. Any change in such prime rate will be effective on and as of the date of such change.

(c) Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under this Section 4 and under Sections 5, 7, 8 and the last sentence of Section 9 and Paragraph (3) of Annex A will survive any termination or expiration of this Agreement or the termination of the Executive's employment following a Change in Control for any reason whatsoever.

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(d) Unless otherwise expressly provided by the applicable policy, plan, program or agreement, after the occurrence of a Change in Control, the Company shall pay in cash to the Executive a lump sum amount equal to the value of any annual bonus or long-term incentive pay (including, without limitation, incentive-based annual cash bonuses and performance units, but not including any equity-based compensation or compensation provided under a qualified plan) earned or granted with respect to the Executive's service during the performance period or periods that includes the date on which the Change in Control occurred, disregarding any applicable vesting requirements; provided that such amount shall be calculated at the plan target rate, but prorated on the portion of the Executive's service that had elapsed during the applicable performance period. Such payment shall take into account service rendered through the payment date and shall be made at the earlier of (i) the date prescribed for payment pursuant to the applicable plan, program or agreement, and (ii) within five business days after the Termination Date.

(e) Notwithstanding any provision to the contrary in any applicable policy, plan, program or agreement, upon the occurrence of a Change in Control, all equity incentive grants and awards held by the Executive shall become fully vested and all stock options held by the Executive shall become fully exercisable.

5. CERTAIN ADDITIONAL PAYMENTS BY THE COMPANY. (a) Anything in this Agreement to the contrary notwithstanding, in the event that this Agreement shall become operative and it shall be determined (as hereafter provided) that any payment (other than the Gross-Up payments provided for in this Section 5) or distribution by the Company or any of its affiliates to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any successor provision thereto) by reason of being considered "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (collectively, a "Gross-Up Payment"); PROVIDED, HOWEVER, that no Gross-up Payment shall be made with respect to the Excise Tax, if any, attributable to (i) any incentive stock option, as defined by Section 422 of the Code ("ISO") granted prior to the execution of this Agreement, or (ii) any stock appreciation or similar right, whether or not limited, granted in tandem with any ISO described in clause (i). The Gross-Up Payment shall be in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payment.

(b) Subject to the provisions of Section 5(f), all determinations required to be made under this Section 5, including whether an Excise Tax is payable by the Executive and the

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amount of such Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to the Executive and the amount of such Gross-Up Payment, if any, shall be made by a nationally recognized accounting firm (the "Accounting Firm") selected by the Executive in his sole discretion. The Executive shall direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and the Executive within 30 calendar days after the Termination Date, if applicable, and any such other time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive, the Company shall pay the required Gross-Up Payment to the Executive within five business days after receipt of such determination and calculations with respect to any Payment to the Executive. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Company and the Executive an opinion that the Executive has substantial authority not to report any Excise Tax on his federal, state or local income or other tax return. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 5(f) and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(c) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Section 5(b). Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive.

(d) The federal, state and local income or other tax returns filed by the Executive shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Payment, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

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(e) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Section 5(b) shall be borne by the Company. If such fees and expenses are initially paid by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his payment thereof.

(f) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification shall be given as promptly as practicable but no later than 10 business days after the Executive actually receives notice of such claim and the Executive shall further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by the Executive). The Executive shall not pay such claim prior to the earlier of (i) the expiration of the 30-calendar-day period following the date on which he gives such notice to the Company and (ii) the date that any payment of amount with respect to such claim is due. If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

- (i) provide the Company with any written records or documents in his possession relating to such claim reasonably requested by the Company;
- (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;
- (iii) cooperate with the Company in good faith in order effectively to contest such claim; and
- (iv) permit the Company to participate in any proceedings relating to such claim;

PROVIDED, HOWEVER, that the Company shall bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and shall indemnify and hold harmless the Executive, on an after-tax basis, for and against any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 5(f), the Company shall control all proceedings taken in connection with the contest of any claim contemplated by this Section 5(f) and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (provided, however, that the Executive may participate therein at his own cost and expense) and may, at its option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; PROVIDED,

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HOWEVER, that if the Company directs the Executive to pay the tax claimed and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and PROVIDED FURTHER, HOWEVER, that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which the contested amount is claimed to be due is

limited solely to such contested amount. Furthermore, the Company's control of any such contested claim shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(g) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), the Executive receives any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 5(f)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of any such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to the Executive pursuant to this Section 5.

6. NO MITIGATION OBLIGATION. The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date and that the non-competition covenant contained in Section 8 will further limit the employment opportunities for the Executive. In addition, the Company acknowledges that its severance pay plans applicable in general to its salaried employees do not provide for mitigation, offset or reduction of any severance payment received thereunder. Accordingly, the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in the last sentence of Paragraph (2) set forth on Annex A.

7. LEGAL FEES AND EXPENSES. (a) It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes or threatens to take any

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action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of Executive's choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such interpretation, enforcement or defense, including without limitation the initiation or defense of any litigation or other legal action, whether by or against the Company or any Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all attorneys' and related fees and expenses incurred by the Executive in connection with any of the foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith or with no colorable claim of success.

(b) To ensure that the provisions of this Agreement can be enforced by the Executive, certain trust arrangements ("Trusts") have been established between KeyTrust Company of Ohio, N.A., as Trustee ("Trustee"), and the Company. Each of Trust Agreement No. 1 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 1"), Trust Agreement No. 2 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 2"), and Trust Agreement No. 7 dated April 9, 1991, as amended ("Trust Agreement No. 7"), as it may be subsequently amended and/or restated, between the Trustee and the Company, sets forth the terms and conditions relating to payment from Trust Agreement No. 1 of compensation, pension benefits and other benefits pursuant to the Agreement owed by the Company, payment from Trust Agreement No. 2 for attorneys' fees and related fees and expenses pursuant to Section 7(a) hereof owed by the Company, and payment

from Trust Agreement No. 7 of pension benefits owed by the Company. Executive shall make demand on the Company for any payments due Executive pursuant to Section 7(a) hereof prior to making demand therefor on the Trustee under Trust Agreement No. 2.

(c) Upon the earlier to occur of (i) a Change in Control or (ii) a declaration by the Board that a Change Control is imminent, the Company shall promptly to the extent it has not previously done so, and in any event within five (5) business days:

(A) transfer to Trustee to be added to the principal of the Trust under Trust Agreement No. 1 a sum equal to (I) the present value on the date of the Change in Control (or on such fifth business day if the Board has declared a Change in Control to be imminent) of the payments to be made to Executive under the provisions of Annex A and Section 5 hereof, such present value to be computed using the assumptions set forth in Annex A hereof and the computations provided for in Section 5 hereof less (II) the balance in the Executive's accounts provided for in Trust Agreement No. 1 as of the most recent completed valuation thereof, as certified by the Trustee under Trust Agreement No. 1 less (III) the balance in the Executive's accounts provided for in Trust Agreement

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No. 7 as of the most recently completed valuation thereof, as certified by the Trustee under Trust Agreement No. 7; provided, however, that if the Trustee under Trust Agreement No. 1 and/or Trust Agreement No. 7 does not so certify by the end of the fourth (4th) business day after the earlier of such Change in Control or declaration, then the balance of such respective account shall be deemed to be zero. Any payments of compensation, pension or other benefits by the Trustee pursuant to Trust Agreement No. 1 or Trust Agreement No. 7 shall, to the extent thereof, discharge the Company's obligation to pay compensation, pension and other benefits hereunder, it being the intent of the Company that assets in such Trusts be held as security for the Company's obligation to pay compensation, pension and other benefits under this Agreement; and

(B) transfer to the Trustee to be added to the principal of the Trust under Trust Agreement No. 2 the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) less any principal in such Trust on such fifth business day. Any payments of the Executive's attorneys' and related fees and expenses by the Trustee pursuant to Trust Agreement No. 2 shall, to the extent thereof, discharge the Company's obligation hereunder, it being the intent of the Company that assets in such Trust be held as security for the Company's obligation under Section 7(a) hereof. Executive understands and acknowledges that the entire corpus of the Trust under Trust Agreement No. 2 will be \$250,000 and that said amount will be available to discharge not only the obligations of the Company to Executive under Section 7(a) hereof, but also similar obligations of the Company to other executives and employees under similar provisions of other agreements and plans.

8. COMPETITIVE ACTIVITY; CONFIDENTIALITY; NONSOLICITATION. (a) During the Term and for a period ending two years following the Termination Date, if the Executive shall have received or shall be receiving benefits under Section 4, and, if applicable, Section 5, the Executive shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, engage in any Competitive Activity.

(b) During the Term, the Company agrees that it will disclose to Executive its confidential or proprietary information (as defined in this Section 8(b)) to the extent necessary for Executive to carry out his obligations to the Company. The Executive hereby covenants and agrees that he will not, without the prior written consent of the Company, during the Term or thereafter disclose to any person not employed by the Company, or use in connection with engaging in competition with the Company, any confidential or proprietary information of the Company. For purposes of this Agreement, the term "confidential or proprietary information" will include all information of any nature and in any form that is owned by the Company and that is not publicly available (other than by Executive's breach of this Section 8(b)) or generally known to persons engaged in businesses similar or related to those of the Company. Confidential or proprietary information will include, without limitation, the Company's financial matters, customers, employees, industry contracts, strategic business plans, product development (or other proprietary product data), marketing plans, and all other secrets and all other information of a confidential or proprietary nature. For purposes of the preceding two sentences, the term "Company" will also include any Subsidiary (collectively, the "Restricted Group"). The foregoing obligations imposed by this Section 8(b) will not apply (i) during the Term, in the

course of the business of and for the benefit of the Company, (ii) if such confidential or proprietary information will have become, through no fault of the Executive, generally known to the public or (iii) if the Executive is required by law to make disclosure (after giving the Company notice and an opportunity to contest such requirement).

(c) The Executive hereby covenants and agrees that during the Term and for two years thereafter Executive will not, without the prior written consent of the Company, which consent shall not unreasonably be withheld, on behalf of Executive or on behalf of any person, firm or company, directly or indirectly, attempt to influence, persuade or induce, or assist any other person in so persuading or inducing, any employee of the Restricted Group to give up, or to not commence, employment or a business relationship with the Restricted Group.

9. EMPLOYMENT RIGHTS. Nothing expressed or implied in this Agreement will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change in Control. Any termination of employment of the Executive or the removal of the Executive from the office or position in the Company or any Subsidiary that occurs (i) not more than 180 days prior to the date on which a Change in Control occurs, and (ii) following the commencement of any discussion with a third person that ultimately results in a Change in Control, shall be deemed to be a termination or removal of the Executive after a Change in Control for purposes of this Agreement.

10. WITHHOLDING OF TAXES. The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

11. SUCCESSORS AND BINDING AGREEMENT. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). Without limiting the generality or effect of the foregoing, the Executive's right to receive payments hereunder will

not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

12. NOTICES. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or Purolator, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at his principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

13. GOVERNING LAW. The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Ohio, without giving effect to the principles of conflict of laws of such State.

14. VALIDITY. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

15. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement.

16. CONSTRUCTION. The masculine gender, when used in this Agreement, shall be deemed to include the feminine gender and the singular number shall include the plural, unless the context clearly indicates to the contrary.

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17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

18. PRIOR AGREEMENT. This Agreement cancels and supercedes the Employment Agreement, dated as of June 30, 1997 (the "Prior Agreement"), between the Company and the Executive, which Prior Agreement shall, without further action, be canceled and superseded as of the date first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

CLEVELAND-CLIFFS INC

By: /s/ J. S. Brinzo

[Name and Title]
Chairman and Chief Executive Officer

/s/ Thomas J. O'Neil

Thomas J. O'Neil

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Annex A

Severance Compensation

(1) A lump sum payment in an amount equal to three (3) times the sum of (A) Base Pay (at the highest rate in effect for any period prior to the Termination Date), plus (B) Incentive Pay (in an amount equal to not less than the greater of (i) the target bonus and/or target award opportunity for the fiscal year immediately preceding the year in which the Change in Control occurred, or (ii) the target bonus and/or target award opportunity for the fiscal year in which the Termination Date occurs).

(2) For a period of thirty-six (36) months following the Termination Date (the "Continuation Period"), the Company will arrange to provide the Executive with Employee Benefits that are welfare benefits (but not

stock option, performance share, performance unit, stock purchase, stock appreciation or similar compensatory benefits) substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 3(b)(ii)). If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, then the Company will itself pay or provide for the payment to the Executive, his dependents and beneficiaries, of such Employee Benefits along with, in the case of any benefit described in this Paragraph 2 which is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or his dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Notwithstanding the foregoing, or any other provision of the Agreement, for purposes of determining the period of continuation coverage to which the Executive or any of his dependents is entitled pursuant to Section 4980B of the Code (or any successor provision thereto) under the Company's medical, dental and other group health plans, or successor plans, the Executive's "qualifying event" shall be the termination of the Continuation Period and the Executive shall be considered to have remained actively employed on a full-time basis through that date. Without otherwise limiting the purposes or effect of Section 5, Employee Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable welfare benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's Termination Date, and any such benefits actually received by the Executive shall be reported by the Executive to the Company.

(3) A lump sum payment (the "SRP Payment") in an amount equal to the sum of the future pension benefits (converted to a lump sum of actuarial equivalence) which the Executive would have been entitled to receive three (3) years following the Termination Date under the SRP, and as modified by this Paragraph (3) (assuming Base Salary and Incentive Pay as determined in Paragraph (1), if the Executive had remained in the full-time employment of the Company until three (3) years following the Termination Date.

The calculation of the SRP Payment and its actuarial equivalence shall be made as of the Termination Date. The lump sum of actuarial equivalence shall be calculated as of three (3)

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years following the Termination Date using the assumptions and factors used in the SRP, and such sums shall be discounted to the date of payment using a discount rate prescribed for purposes of valuation computations under Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision thereto, or if no rate is so prescribed, a rate equal to the then "applicable interest rate" under Section 417 (e)(3)(A)(ii)(II) of the Code for the month in which the Termination Date occurs.

The Company hereby waives the discretionary right, at any time subsequent to the date of a Change in Control, to amend or terminate the SRP as to the Executive as provided in paragraph 8 thereof or to terminate the rights of the Executive or his beneficiary under the SRP in the event Executive engages in a competitive business as provided in any plan or arrangement between the Company and the Executive or applicable to the Executive, including but not limited to, the provisions of paragraph 4 of the SRP, or any similar provisions of any such plan or arrangement or other plan or arrangement supplementing or superseding the same. This Paragraph (3) shall constitute a "Supplemental Agreement" as defined in Paragraph 1.J of the SRP. If the Company shall terminate the Executive's employment during the Severance Period, other than for Cause pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii) of the Agreement, or if the Executive shall terminate his employment pursuant to Section 3(b) of the Agreement, or if, following the end of the Severance Period, the Executive's employment is terminated for any reason, for the purposes of computing the Executive's period of continuous service and of calculating and paying his benefit under the SRP:

(A) At the time of his termination of employment with the Company (by death or otherwise), the Executive shall be credited with years of continuous service for benefit accrual and eligibility equal to the greater of (i) the number of his actual years of continuous service or (ii) the number of years of continuous service he would have had if he had continued his employment with the Company for three (3) years after the Termination Date, and had he attained the greater of (iii) his actual chronological age, (iv) sixty-five, or (v) his chronological age three (3) years after the Termination Date. In addition, the Executive shall be eligible for a 30-year pension benefit based upon his years of continuous service as computed under the

preceding sentence. Such Executive shall be eligible to commence a 30-year pension benefit on the earlier of (vi) the date upon which the Executive would have otherwise reached 30 years of continuous service with the Company but for his termination of employment after the Change in Control at which time the Executive shall be deemed to be age 65, or (vii) the date upon which the sum of the Executive's years of continuous service (as computed in the first sentence of this subparagraph (A)) and the Executive's Credited Years of Industry Service is equal to 30 years of service, at which time the Executive shall be deemed to be age 65; and

(B) The Executive shall be a "Participant" in the SRP, notwithstanding any limitations therein. The terms of the Agreement and this Annex A shall take precedence to the extent they are contrary to provisions contained in the SRP.

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Payment of the SRP Payment by the Company shall be deemed to be a satisfaction of all obligations of the Company to the Executive under the SRP.

(4) Base Salary through the Termination Date plus prorata Incentive Pay for the year in which the Termination Date occurs calculated at the greater of (i) the target bonus and/or target opportunity or (ii) actual performance, in each case for the fiscal year in which the Termination Date occurs.

(5) In lieu of the Executive's right to receive deferred compensation under the Voluntary Non-Qualified Deferred Compensation Plan or any other plan providing for deferral of income or amounts otherwise payable to the Executive, a lump sum payment in cash in an amount equal to 100% of the Executive's cash and stock account balances under such plans.

(6) Outplacement services by a firm selected by the Executive, at the expense of the Company in an amount up to 15% of the Executive's Base Pay.

(7) Post-retirement medical, hospital, surgical and prescription drug coverage for the lifetime of the Executive, his spouse and any eligible dependents equivalent to that which would have been furnished on the day prior to the Change in Control to an officer of the Company who retired on such date with full eligibility for such benefits.

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CLEVELAND-CLIFFS INC
SEVERANCE AGREEMENT

EXHIBIT A

Form of Release

WHEREAS, the Executive's employment has been terminated in accordance with Section 3 of the Severance Agreement (the "Agreement") dated as of January 1, 2000 between the Executive and Cleveland-Cliffs Inc; and

WHEREAS, the Executive is required to sign this Release in order to receive the Severance Compensation (as such term is defined in the Agreement) as described in Annex A of the Agreement and the other benefits described in the Agreement.

NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agrees as follows:

1. This Release is effective on the date hereof and will continue in effect as provided herein.

2. In consideration of the payments to be made and the benefits to be

received by the Executive pursuant to the Agreement, which the Executive acknowledges are in addition to payments and benefits which the Executive would be entitled to receive absent the Agreement (other than severance pay and benefits under any other severance plan, policy, program or arrangement sponsored by Cleveland-Cliffs Inc), the Executive, for himself and his dependents, successors, assigns, heirs, executors and administrators (and his and their legal representatives of every kind), hereby releases, dismisses, remises and forever discharges Cleveland-Cliffs Inc, its predecessors, parents, subsidiaries, divisions, related or affiliated companies, officers, directors, stockholders, members, employees, heirs, successors, assigns, representatives, agents and counsel (the "Company") from any and all arbitrations, claims, including claims for attorney's fees, demands, damages, suits, proceedings, actions and/or causes of action of any kind and every description, whether known or unknown, which Executive now has or may have had for, upon, or by reason of any cause whatsoever ("claims"), against the Company, including but not limited to:

(a) any and all claims arising out of or relating to Executive's employment by or service with the Company and his termination from the Company;

(b) any and all claims of discrimination, including but not limited to claims of discrimination on the basis of sex, race, age, national origin, marital status, religion or handicap, including, specifically, but without limiting the generality of the foregoing, any claims under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, Ohio Revised

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Code Section 4101.17 and Ohio Revised Code Chapter 4112, including Sections 4112.02 and 4112.99 thereof; and

(c) any and all claims of wrongful or unjust discharge or breach of any contract or promise, express or implied.

3. Executive understands and acknowledges that the Company does not admit any violation of law, liability or invasion of any of his rights and that any such violation, liability or invasion is expressly denied. The consideration provided for this Release is made for the purpose of settling and extinguishing all claims and rights (and every other similar or dissimilar matter) that Executive ever had or now may have against the Company to the extent provided in this Release. Executive further agrees and acknowledges that no representations, promises or inducements have been made by the Company other than as appear in the Agreement.

4. Executive further agrees and acknowledges that:

(a) The release provided for herein releases claims to and including the date of this Release;

(b) He has been advised by the Company to consult with legal counsel prior to executing this Release, has had an opportunity to consult with and to be advised by legal counsel of his choice, fully understands the terms of this Release, and enters into this Release freely, voluntarily and intending to be bound;

(c) He has been given a period of 21 days to review and consider the terms of this Release, prior to its execution and that he may use as much of the 21 day period as he desires; and

(d) He may, within 7 days after execution, revoke this Release. Revocation shall be made by delivering a written notice of revocation to the Vice President Human Resources at the Company. For such revocation to be effective, written notice must be actually received by the Vice President Human Resources at the Company no later than the close of business on the 7th day after Executive executes this Release. If Executive does exercise his right to revoke this Release, all of the terms and conditions of the Release shall be of no force and effect and the Company shall not have any obligation to make payments or provide benefits to Executive as set forth in Sections 4, 5, and 7 of the Agreement.

5. Executive agrees that he will never file a lawsuit or other complaint asserting any claim that is released in this Release.

6. Executive waives and releases any claim that he has or may have to reemployment after _____.

IN WITNESS WHEREOF, the Executive has executed and delivered this Release on the date set forth below.

Dated: _____
Executive

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (this "Agreement"), dated as of January 1, 2000 is made and entered by and between Cleveland-Cliffs Inc, an Ohio corporation (the "Company"), and William R. Calfee (the "Executive").

WITNESSETH:

WHEREAS, the Executive is a senior executive of the Company or one or more of its Subsidiaries and has made and is expected to continue to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change in Control (as defined below) exists;

WHEREAS, the Company desires to assure itself of both present and future continuity of management and desires to establish certain minimum severance benefits for certain of its senior executives, including the Executive, applicable in the event of a Change in Control;

WHEREAS, the Company wishes to ensure that its senior executives are not practically disabled from discharging their duties in respect of a proposed or actual transaction involving a Change in Control; and

WHEREAS, the Company desires to provide additional inducement for the Executive to continue to remain in the employ of the Company.

NOW, THEREFORE, the Company and the Executive agree as follows:

1. CERTAIN DEFINED TERMS. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) "Base Pay" means the Executive's annual base salary rate as in effect from time to time.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means that, prior to any termination pursuant to Section 3(b), the Executive shall have committed:

(i) and been convicted of a criminal violation involving fraud, embezzlement or theft in connection with his duties or in the course of his employment with the Company or any Subsidiary;

(ii) intentional wrongful damage to property of the Company or any Subsidiary;

(iii) intentional wrongful disclosure of secret processes or confidential information of the Company or any Subsidiary; or

(iv) intentional wrongful engagement in any Competitive Activity;

and any such act shall have been demonstrably and materially harmful to the Company. For purposes of this Agreement, no act or failure to act on the part of the Executive shall be deemed "intentional" if it was due primarily to an error in judgment or negligence, but shall be

deemed "intentional" only if done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for "Cause" hereunder unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three quarters of the Board then in office at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, the Executive had committed an act constituting "Cause" as herein defined and specifying the particulars thereof in detail. Nothing herein will limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination.

(d) "Change in Control" means the occurrence during the Term of any of the following events:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of the Company; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of the Company directly from the Company that is approved by the Incumbent Board (as defined in Section 1(d)(ii), below), (B) any acquisition by the Company of Voting Stock of the Company, (C) any acquisition of Voting Stock of the Company by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (D) any acquisition of Voting Stock of the Company by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii), below; or

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof

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whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger or consolidation involving the Company, a sale or other disposition of all or substantially all of the assets of the Company, or any other transaction involving the Company (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of the Company, (B) no Person (other than the Company, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement

or of the action of the Board providing for such Business Combination; or

(iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d) (iii).

(e) "Competitive Activity" means the Executive's participation, without the written consent of an officer of the Company, in the management of any business enterprise if such enterprise engages in substantial and direct competition with the Company and such enterprise's sales of any product or service competitive with any product or service of the Company amounted to 10% of such enterprise's net sales for its most recently completed fiscal year and if the Company's net sales of said product or service amounted to 10% of the Company's net sales for its most recently completed fiscal year. "Competitive Activity" will not include (i) the mere ownership of securities in any such enterprise and the exercise of rights appurtenant thereto or (ii) participation in the management of any such enterprise other than in connection with the competitive operations of such enterprise.

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(f) "Employee Benefits" means the perquisites, benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which Executive is entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(g) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(h) "Incentive Pay" means an annual bonus, incentive or other payment of compensation, in addition to Base Pay, made or to be made in regard to services rendered in any year or other period pursuant to any bonus, incentive, profit-sharing, performance, discretionary pay or similar agreement, policy, plan, program or arrangement (whether or not funded) of the Company or a Subsidiary, or any successor thereto.

(i) "Industry Service" means professionally related service, prior to his employment by the Company or a Subsidiary, by the Executive as an employee within the iron, steel and mining industries or service within an industry to which such Executive's position with the Company relates. The Executive shall be given credit for one year of Industry Service for every two years of service with the Company, as designated in writing by, or in minutes of the actions of, the Compensation and Organization Committee of the Board, and such years of credited Industry Service shall be defined as "Credited Years of Industry Service."

(j) "Retirement Plans" means the retirement income, supplemental executive retirement, excess benefits and retiree medical, life and similar benefit plans providing retirement perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(k) "Severance Period" means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change in Control, or (ii) the Executive's death.

(l) "Subsidiary" means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding capital or profits interests or Voting Stock.

(m) "Supplemental Retirement Plan" or "SRP" means the Cleveland-Cliffs Inc Supplemental Retirement Benefit Plan (as Amended and Restated as of January 1, 1999), as it may be amended prior to a Change in Control, and modified as provided in Annex A, Paragraph (3).

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(n) "Term" means the period commencing as of the date hereof and expiring as of the later of (i) the close of business on December 31, 2001, or (ii) the expiration of the Severance Period; PROVIDED, HOWEVER, that (A) commencing on January 1, 2001 and each January 1 thereafter, the term of this Agreement will automatically be extended for an additional year unless, not later than September 30 of the immediately preceding year, the Company or the Executive shall have given notice that it or the Executive, as the case may be, does not wish to have the Term extended and (B) subject to the last sentence of Section 9, if, prior to a Change in Control, the Executive ceases for any reason to be an officer of the Company and any Subsidiary, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect. For purposes of this Section 1(n), the Executive shall not be deemed to have ceased to be an employee of the Company and any Subsidiary by reason of the transfer of Executive's employment between the Company and any Subsidiary, or among any Subsidiaries.

(o) "Termination Date" means the date on which the Executive's employment is terminated pursuant to Section 3 (the effective date of which shall be the date of termination, or such other date that may be specified by the Executive if the termination is pursuant to Section 3(b)).

(p) "Voting Stock" means securities entitled to vote generally in the election of directors.

2. OPERATION OF AGREEMENT. This Agreement will be effective and binding immediately upon its execution, but, anything in this Agreement to the contrary notwithstanding, this Agreement will not be operative unless and until a Change in Control occurs. Upon the occurrence of a Change in Control at any time during the Term, without further action, this Agreement shall become immediately operative, including without limitation, the last sentence of Section 9 notwithstanding that the Term may have theretofore expired.

3. TERMINATION FOLLOWING A CHANGE IN CONTROL. (a) In the event of the occurrence of a Change in Control, the Executive's employment may be terminated by the Company or a Subsidiary during the Severance Period and the Executive shall be entitled to the benefits provided by Section 4 unless such termination is the result of the occurrence of one or more of the following events:

(i) The Executive's death;

(ii) If the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change in Control; or

(iii) Cause.

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If, during the Severance Period, the Executive's employment is terminated by the Company or any Subsidiary other than pursuant to Section 3(a) (i), 3(a) (ii) or 3(a) (iii), the Executive will be entitled to the benefits provided by Section 4 hereof.

(b) In the event of the occurrence of a Change in Control, the Executive may terminate employment with the Company and any Subsidiary during the Severance Period with the right to severance compensation as provided in Section 4 upon the occurrence of one or more of the following events (regardless of whether any other reason, other than Cause as hereinabove provided, for such termination exists or has occurred, including without limitation other employment):

(i) Failure to elect or reelect or otherwise to maintain the Executive in the office or the position, or a substantially equivalent office or position, of or with the Company and/or a Subsidiary (or any successor thereto by operation of law or otherwise), as the case may be, which the Executive held immediately prior to a Change in Control, or the removal of the Executive as a Director of the Company and/or a Subsidiary (or any successor thereto) if the Executive shall have been a Director of the Company and/or a Subsidiary immediately prior to the Change in Control;

(ii) (A) A significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company and any Subsidiary which the Executive held immediately prior to the Change in Control, (B) a reduction in the Executive's Base Pay, (C) a reduction in the Executive's opportunity to receive Incentive Pay from the Company and any Subsidiary, or (D) the termination or denial of the Executive's rights to Employee Benefits or a reduction in the scope or value

thereof, any of which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such change, reduction or termination, as the case may be;

(iii) A determination by the Executive (which determination will be conclusive and binding upon the parties hereto provided it has been made in good faith and in all events will be presumed to have been made in good faith unless otherwise shown by the Company by clear and convincing evidence) that a change in circumstances has occurred following a Change in Control, including, without limitation, a change in the scope of the business or other activities for which the Executive was responsible immediately prior to the Change in Control, which has rendered the Executive substantially unable to carry out, has substantially hindered Executive's performance of, or has caused Executive to suffer a substantial reduction in, any of the authorities, powers, functions, responsibilities or duties attached to the position held by the Executive immediately prior to the Change in Control, which situation is not remedied within 10 calendar days after written notice to the Company from the Executive of such determination;

(iv) The liquidation, dissolution, merger, consolidation or reorganization of the Company or transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation,

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reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (by operation of law or otherwise) assumed all duties and obligations of the Company under this Agreement pursuant to Section 11(a);

(v) The Company relocates its principal executive offices (if such offices are the principal location of Executive's work), or requires the Executive to have his principal location of work changed, to any location that, in either case, is in excess of 25 miles from the location thereof immediately prior to the Change in Control, without his prior written consent; or

(vi) Without limiting the generality or effect of the foregoing, any material breach of this Agreement by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach.

(c) A termination by the Company pursuant to Section 3(a) or by the Executive pursuant to Section 3(b) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights shall be governed by the terms thereof, except for any rights to severance compensation to which the Executive may be entitled upon termination of employment under any severance pay policy, plan, program or arrangement of the Company, which rights shall, during the Severance Period, be superseded by this Agreement.

4. SEVERANCE COMPENSATION. (a) If, following the occurrence of a Change in Control, the Company or Subsidiary terminates the Executive's employment during the Severance Period other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), or if the Executive terminates his employment pursuant to Section 3(b), the Company will pay to the Executive the amounts described in Annex A within ten business days after the Termination Date, or, if later, upon the expiration of the revocation period provided for in Exhibit A, and will continue to provide to the Executive the benefits described on Annex A for the periods described therein.

(b) Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" as quoted from time to time during the relevant period in the Midwest Edition of THE WALL STREET JOURNAL, plus 2%. Such interest will be payable as it accrues on demand. Any change in such prime rate will be effective on and as of the date of such change.

(c) Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under this Section 4 and under Sections 5, 7, 8 and the last sentence of Section 9 and Paragraph (3) of Annex A will survive any termination or expiration of this Agreement or the termination of the Executive's employment following a Change in Control for any reason whatsoever.

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(d) Unless otherwise expressly provided by the applicable policy, plan, program or agreement, after the occurrence of a Change in Control, the Company shall pay in cash to the Executive a lump sum amount equal to the value of any annual bonus or long-term incentive pay (including, without limitation, incentive-based annual cash bonuses and performance units, but not including any equity-based compensation or compensation provided under a qualified plan) earned or granted with respect to the Executive's service during the performance period or periods that includes the date on which the Change in Control occurred, disregarding any applicable vesting requirements; provided that such amount shall be calculated at the plan target rate, but prorated on the portion of the Executive's service that had elapsed during the applicable performance period. Such payment shall take into account service rendered through the payment date and shall be made at the earlier of (i) the date prescribed for payment pursuant to the applicable plan, program or agreement, and (ii) within five business days after the Termination Date.

(e) Notwithstanding any provision to the contrary in any applicable policy, plan, program or agreement, upon the occurrence of a Change in Control, all equity incentive grants and awards held by the Executive shall become fully vested and all stock options held by the Executive shall become fully exercisable.

5. CERTAIN ADDITIONAL PAYMENTS BY THE COMPANY. (a) Anything in this Agreement to the contrary notwithstanding, in the event that this Agreement shall become operative and it shall be determined (as hereafter provided) that any payment (other than the Gross-Up payments provided for in this Section 5) or distribution by the Company or any of its affiliates to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any successor provision thereto) by reason of being considered "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (collectively, a "Gross-Up Payment"); PROVIDED, HOWEVER, that no Gross-up Payment shall be made with respect to the Excise Tax, if any, attributable to (i) any incentive stock option, as defined by Section 422 of the Code ("ISO") granted prior to the execution of this Agreement, or (ii) any stock appreciation or similar right, whether or not limited, granted in tandem with any ISO described in clause (i). The Gross-Up Payment shall be in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payment.

(b) Subject to the provisions of Section 5(f), all determinations required to be made under this Section 5, including whether an Excise Tax is payable by the Executive and the

amount of such Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to the Executive and the amount of such Gross-Up Payment, if any, shall be made by a nationally recognized accounting firm (the "Accounting Firm") selected by the Executive in his sole discretion. The Executive shall direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and the Executive within 30 calendar days after the Termination Date, if applicable, and any such other time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive, the Company shall pay the required Gross-Up Payment to the Executive within five business days after receipt of such determination and calculations with respect to any Payment to the Executive. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Company and the Executive an opinion that the Executive has substantial authority not to report any Excise Tax on his federal, state or local income or other tax return. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Section 5(f) and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred

and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(c) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Section 5(b). Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive.

(d) The federal, state and local income or other tax returns filed by the Executive shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Payment, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

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(e) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Section 5(b) shall be borne by the Company. If such fees and expenses are initially paid by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his payment thereof.

(f) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification shall be given as promptly as practicable but no later than 10 business days after the Executive actually receives notice of such claim and the Executive shall further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by the Executive). The Executive shall not pay such claim prior to the earlier of (i) the expiration of the 30-calendar-day period following the date on which he gives such notice to the Company and (ii) the date that any payment of amount with respect to such claim is due. If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) provide the Company with any written records or documents in his possession relating to such claim reasonably requested by the Company;

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;

(iii) cooperate with the Company in good faith in order effectively to contest such claim; and

(iv) permit the Company to participate in any proceedings relating to such claim;

PROVIDED, HOWEVER, that the Company shall bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and shall indemnify and hold harmless the Executive, on an after-tax basis, for and against any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 5(f), the Company shall control all proceedings taken in connection with the contest of any claim contemplated by this Section 5(f) and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (provided, however, that the Executive may participate therein at his own cost and expense) and may, at its option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; PROVIDED,

HOWEVER, that if the Company directs the Executive to pay the tax claimed and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and PROVIDED FURTHER, HOWEVER, that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(g) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), the Executive receives any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 5(f)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of any such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to the Executive pursuant to this Section 5.

6. NO MITIGATION OBLIGATION. The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date and that the non-competition covenant contained in Section 8 will further limit the employment opportunities for the Executive. In addition, the Company acknowledges that its severance pay plans applicable in general to its salaried employees do not provide for mitigation, offset or reduction of any severance payment received thereunder. Accordingly, the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in the last sentence of Paragraph (2) set forth on Annex A.

7. LEGAL FEES AND EXPENSES. (a) It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes or threatens to take any

action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of Executive's choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such interpretation, enforcement or defense, including without limitation the initiation or defense of any litigation or other legal action, whether by or against the Company or any Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all attorneys' and related fees and expenses incurred by the Executive in connection with any of the foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith or with no colorable claim of success.

(b) To ensure that the provisions of this Agreement can be enforced

by the Executive, certain trust arrangements ("Trusts") have been established between KeyTrust Company of Ohio, N.A., as Trustee ("Trustee"), and the Company. Each of Trust Agreement No. 1 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 1"), Trust Agreement No. 2 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 2"), and Trust Agreement No. 7 dated April 9, 1991, as amended ("Trust Agreement No. 7"), as it may be subsequently amended and/or restated, between the Trustee and the Company, sets forth the terms and conditions relating to payment from Trust Agreement No. 1 of compensation, pension benefits and other benefits pursuant to the Agreement owed by the Company, payment from Trust Agreement No. 2 for attorneys' fees and related fees and expenses pursuant to Section 7(a) hereof owed by the Company, and payment from Trust Agreement No. 7 of pension benefits owed by the Company. Executive shall make demand on the Company for any payments due Executive pursuant to Section 7(a) hereof prior to making demand therefor on the Trustee under Trust Agreement No. 2.

(c) Upon the earlier to occur of (i) a Change in Control or (ii) a declaration by the Board that a Change Control is imminent, the Company shall promptly to the extent it has not previously done so, and in any event within five (5) business days:

(A) transfer to Trustee to be added to the principal of the Trust under Trust Agreement No. 1 a sum equal to (I) the present value on the date of the Change in Control (or on such fifth business day if the Board has declared a Change in Control to be imminent) of the payments to be made to Executive under the provisions of Annex A and Section 5 hereof, such present value to be computed using the assumptions set forth in Annex A hereof and the computations provided for in Section 5 hereof less (II) the balance in the Executive's accounts provided for in Trust Agreement No. 1 as of the most recent completed valuation thereof, as certified by the Trustee under Trust Agreement No. 1 less (III) the balance in the Executive's accounts provided for in Trust Agreement

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No. 7 as of the most recently completed valuation thereof, as certified by the Trustee under Trust Agreement No. 7; provided, however, that if the Trustee under Trust Agreement No. 1 and/or Trust Agreement No. 7 does not so certify by the end of the fourth (4th) business day after the earlier of such Change in Control or declaration, then the balance of such respective account shall be deemed to be zero. Any payments of compensation, pension or other benefits by the Trustee pursuant to Trust Agreement No. 1 or Trust Agreement No. 7 shall, to the extent thereof, discharge the Company's obligation to pay compensation, pension and other benefits hereunder, it being the intent of the Company that assets in such Trusts be held as security for the Company's obligation to pay compensation, pension and other benefits under this Agreement; and

(B) transfer to the Trustee to be added to the principal of the Trust under Trust Agreement No. 2 the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) less any principal in such Trust on such fifth business day. Any payments of the Executive's attorneys' and related fees and expenses by the Trustee pursuant to Trust Agreement No. 2 shall, to the extent thereof, discharge the Company's obligation hereunder, it being the intent of the Company that assets in such Trust be held as security for the Company's obligation under Section 7(a) hereof. Executive understands and acknowledges that the entire corpus of the Trust under Trust Agreement No. 2 will be \$250,000 and that said amount will be available to discharge not only the obligations of the Company to Executive under Section 7(a) hereof, but also similar obligations of the Company to other executives and employees under similar provisions of other agreements and plans.

8. COMPETITIVE ACTIVITY; CONFIDENTIALITY; NONSOLICITATION. (a) During the Term and for a period ending two years following the Termination Date, if the Executive shall have received or shall be receiving benefits under Section 4, and, if applicable, Section 5, the Executive shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, engage in any Competitive Activity.

(b) During the Term, the Company agrees that it will disclose to Executive its confidential or proprietary information (as defined in this Section 8(b)) to the extent necessary for Executive to carry out his obligations to the Company. The Executive hereby covenants and agrees that he will not, without the prior written consent of the Company, during the Term or thereafter disclose to any person not employed by the Company, or use in connection with engaging in competition with the Company, any confidential or proprietary information of the Company. For purposes of this Agreement, the term "confidential or proprietary information" will include all information of any nature and in any form that is owned by the Company and that is not publicly

available (other than by Executive's breach of this Section 8(b)) or generally known to persons engaged in businesses similar or related to those of the Company. Confidential or proprietary information will include, without limitation, the Company's financial matters, customers, employees, industry contracts, strategic business plans, product development (or other proprietary product data), marketing plans, and all other secrets and all other information of a confidential or proprietary nature. For purposes of the preceding two sentences, the term "Company" will also include any Subsidiary (collectively, the "Restricted Group"). The foregoing obligations imposed by this Section 8(b) will not apply (i) during the Term, in the

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course of the business of and for the benefit of the Company, (ii) if such confidential or proprietary information will have become, through no fault of the Executive, generally known to the public or (iii) if the Executive is required by law to make disclosure (after giving the Company notice and an opportunity to contest such requirement).

(c) The Executive hereby covenants and agrees that during the Term and for two years thereafter Executive will not, without the prior written consent of the Company, which consent shall not unreasonably be withheld, on behalf of Executive or on behalf of any person, firm or company, directly or indirectly, attempt to influence, persuade or induce, or assist any other person in so persuading or inducing, any employee of the Restricted Group to give up, or to not commence, employment or a business relationship with the Restricted Group.

9. EMPLOYMENT RIGHTS. Nothing expressed or implied in this Agreement will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change in Control. Any termination of employment of the Executive or the removal of the Executive from the office or position in the Company or any Subsidiary that occurs (i) not more than 180 days prior to the date on which a Change in Control occurs, and (ii) following the commencement of any discussion with a third person that ultimately results in a Change in Control, shall be deemed to be a termination or removal of the Executive after a Change in Control for purposes of this Agreement.

10. WITHHOLDING OF TAXES. The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

11. SUCCESSORS AND BINDING AGREEMENT. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). Without limiting the generality or effect of the foregoing, the Executive's right to receive payments hereunder will

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not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

12. NOTICES. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile

transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or Purolator, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at his principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

13. GOVERNING LAW. The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Ohio, without giving effect to the principles of conflict of laws of such State.

14. VALIDITY. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

15. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement.

16. CONSTRUCTION. The masculine gender, when used in this Agreement, shall be deemed to include the feminine gender and the singular number shall include the plural, unless the context clearly indicates to the contrary.

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17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

18. PRIOR AGREEMENT. This Agreement cancels and supercedes the Employment Agreement, dated as of June 30, 1997 (the "Prior Agreement"), between the Company and the Executive, which Prior Agreement shall, without further action, be canceled and superseded as of the date first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

CLEVELAND-CLIFFS INC

By: /s/ J.S. Brinzo

[Name and Title]
Chairman and Chief Executive Officer

/s/ W. R. Calfee

William R. Calfee

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Annex A

Severance Compensation

(1) A lump sum payment in an amount equal to three (3) times the sum of (A) Base Pay (at the highest rate in effect for any period prior to the Termination Date), plus (B) Incentive Pay (in an amount equal to not less

than the greater of (i) the target bonus and/or target award opportunity for the fiscal year immediately preceding the year in which the Change in Control occurred, or (ii) the target bonus and/or target award opportunity for the fiscal year in which the Termination Date occurs).

(2) For a period of thirty-six (36) months following the Termination Date (the "Continuation Period"), the Company will arrange to provide the Executive with Employee Benefits that are welfare benefits (but not stock option, performance share, performance unit, stock purchase, stock appreciation or similar compensatory benefits) substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 3(b)(ii)). If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, then the Company will itself pay or provide for the payment to the Executive, his dependents and beneficiaries, of such Employee Benefits along with, in the case of any benefit described in this Paragraph 2 which is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or his dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Notwithstanding the foregoing, or any other provision of the Agreement, for purposes of determining the period of continuation coverage to which the Executive or any of his dependents is entitled pursuant to Section 4980B of the Code (or any successor provision thereto) under the Company's medical, dental and other group health plans, or successor plans, the Executive's "qualifying event" shall be the termination of the Continuation Period and the Executive shall be considered to have remained actively employed on a full-time basis through that date. Without otherwise limiting the purposes or effect of Section 5, Employee Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable welfare benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's Termination Date, and any such benefits actually received by the Executive shall be reported by the Executive to the Company.

(3) A lump sum payment (the "SRP Payment") in an amount equal to the sum of the future pension benefits (converted to a lump sum of actuarial equivalence) which the Executive would have been entitled to receive three (3) years following the Termination Date under the SRP, and as modified by this Paragraph (3) (assuming Base Salary and Incentive Pay as determined in Paragraph (1), if the Executive had remained in the full-time employment of the Company until three (3) years following the Termination Date.

The calculation of the SRP Payment and its actuarial equivalence shall be made as of the Termination Date. The lump sum of actuarial equivalence shall be calculated as of three (3)

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years following the Termination Date using the assumptions and factors used in the SRP, and such sums shall be discounted to the date of payment using a discount rate prescribed for purposes of valuation computations under Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision thereto, or if no rate is so prescribed, a rate equal to the then "applicable interest rate" under Section 417 (e) (3) (A) (ii) (II) of the Code for the month in which the Termination Date occurs.

The Company hereby waives the discretionary right, at any time subsequent to the date of a Change in Control, to amend or terminate the SRP as to the Executive as provided in paragraph 8 thereof or to terminate the rights of the Executive or his beneficiary under the SRP in the event Executive engages in a competitive business as provided in any plan or arrangement between the Company and the Executive or applicable to the Executive, including but not limited to, the provisions of paragraph 4 of the SRP, or any similar provisions of any such plan or arrangement or other plan or arrangement supplementing or superseding the same. This Paragraph (3) shall constitute a "Supplemental Agreement" as defined in Paragraph 1.J of the SRP. If the Company shall terminate the Executive's employment during the Severance Period, other than for Cause pursuant to Section 3(a) (i), 3(a) (ii) or 3(a) (iii) of the Agreement, or if the Executive shall terminate his employment pursuant to Section 3(b) of the Agreement, or if, following the end of the Severance Period, the Executive's employment is terminated for any reason, for the purposes of computing the Executive's period of continuous service and of calculating and paying his benefit under the SRP:

(A) At the time of his termination of employment with the Company (by death or otherwise), the Executive shall be credited with years of continuous service for benefit accrual and eligibility equal to the greater of (i) the number of his actual years of continuous service or (ii) the number of years of continuous service he would

have had if he had continued his employment with the Company for three (3) years after the Termination Date, and had he attained the greater of (iii) his actual chronological age, (iv) sixty-five, or (v) his chronological age three (3) years after the Termination Date. In addition, the Executive shall be eligible for a 30-year pension benefit based upon his years of continuous service as computed under the preceding sentence. Such Executive shall be eligible to commence a 30-year pension benefit on the earlier of (vi) the date upon which the Executive would have otherwise reached 30 years of continuous service with the Company but for his termination of employment after the Change in Control at which time the Executive shall be deemed to be age 65, or (vii) the date upon which the sum of the Executive's years of continuous service (as computed in the first sentence of this subparagraph (A)) and the Executive's Credited Years of Industry Service is equal to 30 years of service, at which time the Executive shall be deemed to be age 65; and

(B) The Executive shall be a "Participant" in the SRP, notwithstanding any limitations therein. The terms of the Agreement and this Annex A shall take precedence to the extent they are contrary to provisions contained in the SRP.

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Payment of the SRP Payment by the Company shall be deemed to be a satisfaction of all obligations of the Company to the Executive under the SRP.

(4) Base Salary through the Termination Date plus prorata Incentive Pay for the year in which the Termination Date occurs calculated at the greater of (i) the target bonus and/or target opportunity or (ii) actual performance, in each case for the fiscal year in which the Termination Date occurs.

(5) In lieu of the Executive's right to receive deferred compensation under the Voluntary Non-Qualified Deferred Compensation Plan or any other plan providing for deferral of income or amounts otherwise payable to the Executive, a lump sum payment in cash in an amount equal to 100% of the Executive's cash and stock account balances under such plans.

(6) Outplacement services by a firm selected by the Executive, at the expense of the Company in an amount up to 15% of the Executive's Base Pay.

(7) Post-retirement medical, hospital, surgical and prescription drug coverage for the lifetime of the Executive, his spouse and any eligible dependents equivalent to that which would have been furnished on the day prior to the Change in Control to an officer of the Company who retired on such date with full eligibility for such benefits.

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CLEVELAND-CLIFFS INC
SEVERANCE AGREEMENT

EXHIBIT A

Form of Release

WHEREAS, the Executive's employment has been terminated in accordance with Section 3 of the Severance Agreement (the "Agreement") dated as of January 1, 2000 between the Executive and Cleveland-Cliffs Inc; and

WHEREAS, the Executive is required to sign this Release in order to receive the Severance Compensation (as such term is defined in the Agreement) as described in Annex A of the Agreement and the other benefits described in the Agreement.

NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agrees as follows:

1. This Release is effective on the date hereof and will continue in effect as provided herein.

2. In consideration of the payments to be made and the benefits to be received by the Executive pursuant to the Agreement, which the Executive acknowledges are in addition to payments and benefits which the Executive would be entitled to receive absent the Agreement (other than severance pay and benefits under any other severance plan, policy, program or arrangement sponsored by Cleveland-Cliffs Inc), the Executive, for himself and his dependents, successors, assigns, heirs, executors and administrators (and his and their legal representatives of every kind), hereby releases, dismisses, remises and forever discharges Cleveland-Cliffs Inc, its predecessors, parents, subsidiaries, divisions, related or affiliated companies, officers, directors, stockholders, members, employees, heirs, successors, assigns, representatives, agents and counsel (the "Company") from any and all arbitrations, claims, including claims for attorney's fees, demands, damages, suits, proceedings, actions and/or causes of action of any kind and every description, whether known or unknown, which Executive now has or may have had for, upon, or by reason of any cause whatsoever ("claims"), against the Company, including but not limited to:

(a) any and all claims arising out of or relating to Executive's employment by or service with the Company and his termination from the Company;

(b) any and all claims of discrimination, including but not limited to claims of discrimination on the basis of sex, race, age, national origin, marital status, religion or handicap, including, specifically, but without limiting the generality of the foregoing, any claims under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, Ohio Revised

Exh. A-1

Code Section 4101.17 and Ohio Revised Code Chapter 4112, including Sections 4112.02 and 4112.99 thereof; and

(c) any and all claims of wrongful or unjust discharge or breach of any contract or promise, express or implied.

3. Executive understands and acknowledges that the Company does not admit any violation of law, liability or invasion of any of his rights and that any such violation, liability or invasion is expressly denied. The consideration provided for this Release is made for the purpose of settling and extinguishing all claims and rights (and every other similar or dissimilar matter) that Executive ever had or now may have against the Company to the extent provided in this Release. Executive further agrees and acknowledges that no representations, promises or inducements have been made by the Company other than as appear in the Agreement.

4. Executive further agrees and acknowledges that:

(a) The release provided for herein releases claims to and including the date of this Release;

(b) He has been advised by the Company to consult with legal counsel prior to executing this Release, has had an opportunity to consult with and to be advised by legal counsel of his choice, fully understands the terms of this Release, and enters into this Release freely, voluntarily and intending to be bound;

(c) He has been given a period of 21 days to review and consider the terms of this Release, prior to its execution and that he may use as much of the 21 day period as he desires; and

(d) He may, within 7 days after execution, revoke this Release. Revocation shall be made by delivering a written notice of revocation to the Vice President Human Resources at the Company. For such revocation to be effective, written notice must be actually received by the Vice President Human Resources at the Company no later than the close of business on the 7th day after Executive executes this Release. If Executive does exercise his right to revoke this Release, all of the terms and conditions of the Release shall be of no force and effect and the Company shall not have any obligation to make payments or provide benefits to Executive as set forth in Sections 4, 5, and 7 of the Agreement.

5. Executive agrees that he will never file a lawsuit or other complaint asserting any claim that is released in this Release.

6. Executive waives and releases any claim that he has or may have to reemployment after _____.

IN WITNESS WHEREOF, the Executive has executed and delivered this Release on the date set forth below.

Dated: _____

Executive

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (this "Agreement"), dated as of January 1, 2000 is made and entered by and between Cleveland-Cliffs Inc, an Ohio corporation (the "Company"), and Cynthia B. Bezik (the "Executive").

WITNESSETH:

WHEREAS, the Executive is a senior executive of the Company or one or more of its Subsidiaries and has made and is expected to continue to make major contributions to the short- and long-term profitability, growth and financial strength of the Company;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change in Control (as defined below) exists;

WHEREAS, the Company desires to assure itself of both present and future continuity of management and desires to establish certain minimum severance benefits for certain of its senior executives, including the Executive, applicable in the event of a Change in Control;

WHEREAS, the Company wishes to ensure that its senior executives are not practically disabled from discharging their duties in respect of a proposed or actual transaction involving a Change in Control; and

WHEREAS, the Company desires to provide additional inducement for the Executive to continue to remain in the employ of the Company.

NOW, THEREFORE, the Company and the Executive agree as follows:

1. CERTAIN DEFINED TERMS. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) "Base Pay" means the Executive's annual base salary rate as in effect from time to time.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means that, prior to any termination pursuant to Section 3(b), the Executive shall have committed:

(i) and been convicted of a criminal violation involving fraud, embezzlement or theft in connection with his duties or in the course of his employment with the Company or any Subsidiary;

(ii) intentional wrongful damage to property of the Company or any Subsidiary;

(iii) intentional wrongful disclosure of secret processes or confidential information of the Company or any Subsidiary; or

(iv) intentional wrongful engagement in any Competitive Activity;

and any such act shall have been demonstrably and materially harmful to the Company. For purposes of this Agreement, no act or failure to act on the part of the Executive shall be deemed "intentional" if it was due primarily to an error in judgment or negligence, but shall be

deemed "intentional" only if done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for "Cause" hereunder unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three quarters of the Board then in office at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, the Executive had committed an act constituting "Cause" as herein defined and specifying the particulars thereof in detail. Nothing herein will limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination.

(d) "Change in Control" means the occurrence during the Term of any of the following events:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of the Company; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of the Company directly from the Company that is approved by the Incumbent Board (as defined in Section 1(d)(ii), below), (B) any acquisition by the Company of Voting Stock of the Company, (C) any acquisition of Voting Stock of the Company by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (D) any acquisition of Voting Stock of the Company by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii), below; or

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof

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whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger or consolidation involving the Company, a sale or other disposition of all or substantially all of the assets of the Company, or any other transaction involving the Company (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of the Company, (B) no Person (other than the Company, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the

Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d) (iii).

(e) "Competitive Activity" means the Executive's participation, without the written consent of an officer of the Company, in the management of any business enterprise if such enterprise engages in substantial and direct competition with the Company and such enterprise's sales of any product or service competitive with any product or service of the Company amounted to 10% of such enterprise's net sales for its most recently completed fiscal year and if the Company's net sales of said product or service amounted to 10% of the Company's net sales for its most recently completed fiscal year. "Competitive Activity" will not include (i) the mere ownership of securities in any such enterprise and the exercise of rights appurtenant thereto or (ii) participation in the management of any such enterprise other than in connection with the competitive operations of such enterprise.

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(f) "Employee Benefits" means the perquisites, benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which Executive is entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(g) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(h) "Incentive Pay" means an annual bonus, incentive or other payment of compensation, in addition to Base Pay, made or to be made in regard to services rendered in any year or other period pursuant to any bonus, incentive, profit-sharing, performance, discretionary pay or similar agreement, policy, plan, program or arrangement (whether or not funded) of the Company or a Subsidiary, or any successor thereto.

(i) "Industry Service" means professionally related service, prior to his employment by the Company or a Subsidiary, by the Executive as an employee within the iron, steel and mining industries or service within an industry to which such Executive's position with the Company relates. The Executive shall be given credit for one year of Industry Service for every two years of service with the Company, as designated in writing by, or in minutes of the actions of, the Compensation and Organization Committee of the Board, and such years of Credited Industry Service shall be defined as "Credited Years of Industry Service."

(j) "Retirement Plans" means the retirement income, supplemental executive retirement, excess benefits and retiree medical, life and similar benefit plans providing retirement perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(k) "Severance Period" means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change in Control, or (ii) the Executive's death.

(l) "Subsidiary" means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding capital or profits interests or Voting Stock.

(m) "Supplemental Retirement Plan" or "SRP" means the Cleveland-Cliffs Inc Supplemental Retirement Benefit Plan (as Amended and Restated as of January 1, 1999), as it may be amended prior to a Change in Control, and modified as provided in Annex A, Paragraph (3).

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(n) "Term" means the period commencing as of the date hereof and expiring as of the later of (i) the close of business on December 31, 2001, or (ii) the expiration of the Severance Period; PROVIDED, HOWEVER, that (A) commencing on January 1, 2001 and each January 1 thereafter, the term of this Agreement will automatically be extended for an additional year unless, not later than September 30 of the immediately preceding year, the Company or the Executive shall have given notice that it or the Executive, as the case may be, does not wish to have the Term extended and (B) subject to the last sentence of Section 9, if, prior to a Change in Control, the Executive ceases for any reason to be an officer of the Company and any Subsidiary, thereupon without further action the Term shall be deemed to have expired and this Agreement will immediately terminate and be of no further effect. For purposes of this Section 1(n), the Executive shall not be deemed to have ceased to be an employee of the Company and any Subsidiary by reason of the transfer of Executive's employment between the Company and any Subsidiary, or among any Subsidiaries.

(o) "Termination Date" means the date on which the Executive's employment is terminated pursuant to Section 3 (the effective date of which shall be the date of termination, or such other date that may be specified by the Executive if the termination is pursuant to Section 3(b)).

(p) "Voting Stock" means securities entitled to vote generally in the election of directors.

2. OPERATION OF AGREEMENT. This Agreement will be effective and binding immediately upon its execution, but, anything in this Agreement to the contrary notwithstanding, this Agreement will not be operative unless and until a Change in Control occurs. Upon the occurrence of a Change in Control at any time during the Term, without further action, this Agreement shall become immediately operative, including without limitation, the last sentence of Section 9 notwithstanding that the Term may have theretofore expired.

3. TERMINATION FOLLOWING A CHANGE IN CONTROL. (a) In the event of the occurrence of a Change in Control, the Executive's employment may be terminated by the Company or a Subsidiary during the Severance Period and the Executive shall be entitled to the benefits provided by Section 4 unless such termination is the result of the occurrence of one or more of the following events:

(i) The Executive's death;

(ii) If the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change in Control; or

(iii) Cause.

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If, during the Severance Period, the Executive's employment is terminated by the Company or any Subsidiary other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), the Executive will be entitled to the benefits provided by Section 4 hereof.

(b) In the event of the occurrence of a Change in Control, the Executive may terminate employment with the Company and any Subsidiary during the Severance Period with the right to severance compensation as provided in Section 4 upon the occurrence of one or more of the following events (regardless of whether any other reason, other than Cause as hereinabove provided, for such termination exists or has occurred, including without limitation other employment):

(i) Failure to elect or reelect or otherwise to maintain the Executive in the office or the position, or a substantially equivalent office or position, of or with the Company and/or a Subsidiary (or any successor thereto by operation of law or otherwise), as the case may be, which the Executive held immediately prior to a Change in Control, or the removal of the Executive as a Director of the Company and/or a Subsidiary (or any successor thereto) if the Executive shall have been a Director of the Company and/or a Subsidiary immediately prior to the Change in Control;

(ii) (A) A significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company and any Subsidiary which the Executive held immediately prior to the Change in Control, (B) a reduction in the Executive's Base Pay, (C) a reduction in the Executive's opportunity to receive Incentive Pay from the Company and any Subsidiary, or (D) the termination or denial of the Executive's rights to Employee Benefits or a reduction in the scope or value thereof, any of which is not remedied by the Company within 10

calendar days after receipt by the Company of written notice from the Executive of such change, reduction or termination, as the case may be;

(iii) A determination by the Executive (which determination will be conclusive and binding upon the parties hereto provided it has been made in good faith and in all events will be presumed to have been made in good faith unless otherwise shown by the Company by clear and convincing evidence) that a change in circumstances has occurred following a Change in Control, including, without limitation, a change in the scope of the business or other activities for which the Executive was responsible immediately prior to the Change in Control, which has rendered the Executive substantially unable to carry out, has substantially hindered Executive's performance of, or has caused Executive to suffer a substantial reduction in, any of the authorities, powers, functions, responsibilities or duties attached to the position held by the Executive immediately prior to the Change in Control, which situation is not remedied within 10 calendar days after written notice to the Company from the Executive of such determination;

(iv) The liquidation, dissolution, merger, consolidation or reorganization of the Company or transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation,

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reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (by operation of law or otherwise) assumed all duties and obligations of the Company under this Agreement pursuant to Section 11(a);

(v) The Company relocates its principal executive offices (if such offices are the principal location of Executive's work), or requires the Executive to have his principal location of work changed, to any location that, in either case, is in excess of 25 miles from the location thereof immediately prior to the Change in Control, without his prior written consent; or

(vi) Without limiting the generality or effect of the foregoing, any material breach of this Agreement by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach.

(c) A termination by the Company pursuant to Section 3(a) or by the Executive pursuant to Section 3(b) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights shall be governed by the terms thereof, except for any rights to severance compensation to which the Executive may be entitled upon termination of employment under any severance pay policy, plan, program or arrangement of the Company, which rights shall, during the Severance Period, be superseded by this Agreement.

4. SEVERANCE COMPENSATION. (a) If, following the occurrence of a Change in Control, the Company or Subsidiary terminates the Executive's employment during the Severance Period other than pursuant to Section 3(a)(i), 3(a)(ii) or 3(a)(iii), or if the Executive terminates his employment pursuant to Section 3(b), the Company will pay to the Executive the amounts described in Annex A within ten business days after the Termination Date, or, if later, upon the expiration of the revocation period provided for in Exhibit A, and will continue to provide to the Executive the benefits described on Annex A for the periods described therein.

(b) Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" as quoted from time to time during the relevant period in the Midwest Edition of THE WALL STREET JOURNAL, plus 2%. Such interest will be payable as it accrues on demand. Any change in such prime rate will be effective on and as of the date of such change.

(c) Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under this Section 4 and under Sections 5, 7, 8 and the last sentence of Section 9 and Paragraph (3) of Annex A will survive any termination or expiration of this Agreement or the termination of the Executive's employment following a Change in Control for any reason whatsoever.

(d) Unless otherwise expressly provided by the applicable policy, plan, program or agreement, after the occurrence of a Change in Control, the Company shall pay in cash to the Executive a lump sum amount equal to the value of any annual bonus or long-term incentive pay (including, without limitation, incentive-based annual cash bonuses and performance units, but not including any equity-based compensation or compensation provided under a qualified plan) earned or granted with respect to the Executive's service during the performance period or periods that includes the date on which the Change in Control occurred, disregarding any applicable vesting requirements; provided that such amount shall be calculated at the plan target rate, but prorated on the portion of the Executive's service that had elapsed during the applicable performance period. Such payment shall take into account service rendered through the payment date and shall be made at the earlier of (i) the date prescribed for payment pursuant to the applicable plan, program or agreement, and (ii) within five business days after the Termination Date.

(e) Notwithstanding any provision to the contrary in any applicable policy, plan, program or agreement, upon the occurrence of a Change in Control, all equity incentive grants and awards held by the Executive shall become fully vested and all stock options held by the Executive shall become fully exercisable.

5. CERTAIN ADDITIONAL PAYMENTS BY THE COMPANY. (a) Anything in this Agreement to the contrary notwithstanding, in the event that this Agreement shall become operative and it shall be determined (as hereafter provided) that any payment (other than the Gross-Up payments provided for in this Section 5) or distribution by the Company or any of its affiliates to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on or the vesting or exercisability of any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any successor provision thereto) by reason of being considered "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (collectively, a "Gross-Up Payment"); PROVIDED, HOWEVER, that no Gross-up Payment shall be made with respect to the Excise Tax, if any, attributable to (i) any incentive stock option, as defined by Section 422 of the Code ("ISO") granted prior to the execution of this Agreement, or (ii) any stock appreciation or similar right, whether or not limited, granted in tandem with any ISO described in clause (i). The Gross-Up Payment shall be in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payment.

(b) Subject to the provisions of Section 5(f), all determinations required to be made under this Section 5, including whether an Excise Tax is payable by the Executive and the

amount of such Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to the Executive and the amount of such Gross-Up Payment, if any, shall be made by a nationally recognized accounting firm (the "Accounting Firm") selected by the Executive in his sole discretion. The Executive shall direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and the Executive within 30 calendar days after the Termination Date, if applicable, and any such other time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive, the Company shall pay the required Gross-Up Payment to the Executive within five business days after receipt of such determination and calculations with respect to any Payment to the Executive. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Company and the Executive an opinion that the Executive has substantial authority not to report any Excise Tax on his federal, state or local income or other tax return. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding applicable state or local tax law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made hereunder. In the event that the Company exhausts or fails

to pursue its remedies pursuant to Section 5(f) and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within five business days after receipt of such determination and calculations.

(c) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Section 5(b). Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive.

(d) The federal, state and local income or other tax returns filed by the Executive shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Payment, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within five business days pay to the Company the amount of such reduction.

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(e) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Section 5(b) shall be borne by the Company. If such fees and expenses are initially paid by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within five business days after receipt from the Executive of a statement therefor and reasonable evidence of his payment thereof.

(f) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification shall be given as promptly as practicable but no later than 10 business days after the Executive actually receives notice of such claim and the Executive shall further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by the Executive). The Executive shall not pay such claim prior to the earlier of (i) the expiration of the 30-calendar-day period following the date on which he gives such notice to the Company and (ii) the date that any payment of amount with respect to such claim is due. If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) provide the Company with any written records or documents in his possession relating to such claim reasonably requested by the Company;

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;

(iii) cooperate with the Company in good faith in order effectively to contest such claim; and

(iv) permit the Company to participate in any proceedings relating to such claim;

PROVIDED, HOWEVER, that the Company shall bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and shall indemnify and hold harmless the Executive, on an after-tax basis, for and against any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 5(f), the Company shall control all proceedings taken in connection with the contest of any claim contemplated by this Section 5(f) and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (provided, however, that the Executive may participate therein at his own cost and expense) and may, at its option, either direct the Executive to pay the tax

claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; PROVIDED,

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HOWEVER, that if the Company directs the Executive to pay the tax claimed and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and PROVIDED FURTHER, HOWEVER, that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(g) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), the Executive receives any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 5(f)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 5(f), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of any such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to the Executive pursuant to this Section 5.

6. NO MITIGATION OBLIGATION. The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date and that the non-competition covenant contained in Section 8 will further limit the employment opportunities for the Executive. In addition, the Company acknowledges that its severance pay plans applicable in general to its salaried employees do not provide for mitigation, offset or reduction of any severance payment received thereunder. Accordingly, the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is hereby acknowledged by the Company to be reasonable, and the Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in the last sentence of Paragraph (2) set forth on Annex A.

7. LEGAL FEES AND EXPENSES. (a) It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes or threatens to take any

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action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of Executive's choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such interpretation, enforcement or defense, including without limitation the initiation or defense of any litigation or other legal action, whether by or against the Company or any Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all attorneys' and related fees and expenses incurred by the Executive in connection with any of the

foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith or with no colorable claim of success.

(b) To ensure that the provisions of this Agreement can be enforced by the Executive, certain trust arrangements ("Trusts") have been established between KeyTrust Company of Ohio, N.A., as Trustee ("Trustee"), and the Company. Each of Trust Agreement No. 1 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 1"), Trust Agreement No. 2 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 2"), and Trust Agreement No. 7 dated April 9, 1991, as amended ("Trust Agreement No. 7"), as it may be subsequently amended and/or restated, between the Trustee and the Company, sets forth the terms and conditions relating to payment from Trust Agreement No. 1 of compensation, pension benefits and other benefits pursuant to the Agreement owed by the Company, payment from Trust Agreement No. 2 for attorneys' fees and related fees and expenses pursuant to Section 7(a) hereof owed by the Company, and payment from Trust Agreement No. 7 of pension benefits owed by the Company. Executive shall make demand on the Company for any payments due Executive pursuant to Section 7(a) hereof prior to making demand therefor on the Trustee under Trust Agreement No. 2.

(c) Upon the earlier to occur of (i) a Change in Control or (ii) a declaration by the Board that a Change Control is imminent, the Company shall promptly to the extent it has not previously done so, and in any event within five (5) business days:

(A) transfer to Trustee to be added to the principal of the Trust under Trust Agreement No. 1 a sum equal to (I) the present value on the date of the Change in Control (or on such fifth business day if the Board has declared a Change in Control to be imminent) of the payments to be made to Executive under the provisions of Annex A and Section 5 hereof, such present value to be computed using the assumptions set forth in Annex A hereof and the computations provided for in Section 5 hereof less (II) the balance in the Executive's accounts provided for in Trust Agreement No. 1 as of the most recent completed valuation thereof, as certified by the Trustee under Trust Agreement No. 1 less (III) the balance in the Executive's accounts provided for in Trust Agreement

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No. 7 as of the most recently completed valuation thereof, as certified by the Trustee under Trust Agreement No. 7; provided, however, that if the Trustee under Trust Agreement No. 1 and/or Trust Agreement No. 7 does not so certify by the end of the fourth (4th) business day after the earlier of such Change in Control or declaration, then the balance of such respective account shall be deemed to be zero. Any payments of compensation, pension or other benefits by the Trustee pursuant to Trust Agreement No. 1 or Trust Agreement No. 7 shall, to the extent thereof, discharge the Company's obligation to pay compensation, pension and other benefits hereunder, it being the intent of the Company that assets in such Trusts be held as security for the Company's obligation to pay compensation, pension and other benefits under this Agreement; and

(B) transfer to the Trustee to be added to the principal of the Trust under Trust Agreement No. 2 the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) less any principal in such Trust on such fifth business day. Any payments of the Executive's attorneys' and related fees and expenses by the Trustee pursuant to Trust Agreement No. 2 shall, to the extent thereof, discharge the Company's obligation hereunder, it being the intent of the Company that assets in such Trust be held as security for the Company's obligation under Section 7(a) hereof. Executive understands and acknowledges that the entire corpus of the Trust under Trust Agreement No. 2 will be \$250,000 and that said amount will be available to discharge not only the obligations of the Company to Executive under Section 7(a) hereof, but also similar obligations of the Company to other executives and employees under similar provisions of other agreements and plans.

8. COMPETITIVE ACTIVITY; CONFIDENTIALITY; NONSOLICITATION. (a) During the Term and for a period ending two years following the Termination Date, if the Executive shall have received or shall be receiving benefits under Section 4, and, if applicable, Section 5, the Executive shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, engage in any Competitive Activity.

(b) During the Term, the Company agrees that it will disclose to Executive its confidential or proprietary information (as defined in this Section 8(b)) to the extent necessary for Executive to carry out his obligations to the Company. The Executive hereby covenants and agrees that he will not, without the prior written consent of the Company, during the Term or thereafter disclose to any person not employed by the Company, or use in connection with

engaging in competition with the Company, any confidential or proprietary information of the Company. For purposes of this Agreement, the term "confidential or proprietary information" will include all information of any nature and in any form that is owned by the Company and that is not publicly available (other than by Executive's breach of this Section 8(b)) or generally known to persons engaged in businesses similar or related to those of the Company. Confidential or proprietary information will include, without limitation, the Company's financial matters, customers, employees, industry contracts, strategic business plans, product development (or other proprietary product data), marketing plans, and all other secrets and all other information of a confidential or proprietary nature. For purposes of the preceding two sentences, the term "Company" will also include any Subsidiary (collectively, the "Restricted Group"). The foregoing obligations imposed by this Section 8(b) will not apply (i) during the Term, in the

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course of the business of and for the benefit of the Company, (ii) if such confidential or proprietary information will have become, through no fault of the Executive, generally known to the public or (iii) if the Executive is required by law to make disclosure (after giving the Company notice and an opportunity to contest such requirement).

(c) The Executive hereby covenants and agrees that during the Term and for two years thereafter Executive will not, without the prior written consent of the Company, which consent shall not unreasonably be withheld, on behalf of Executive or on behalf of any person, firm or company, directly or indirectly, attempt to influence, persuade or induce, or assist any other person in so persuading or inducing, any employee of the Restricted Group to give up, or to not commence, employment or a business relationship with the Restricted Group.

9. EMPLOYMENT RIGHTS. Nothing expressed or implied in this Agreement will create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change in Control. Any termination of employment of the Executive or the removal of the Executive from the office or position in the Company or any Subsidiary that occurs (i) not more than 180 days prior to the date on which a Change in Control occurs, and (ii) following the commencement of any discussion with a third person that ultimately results in a Change in Control, shall be deemed to be a termination or removal of the Executive after a Change in Control for purposes of this Agreement.

10. WITHHOLDING OF TAXES. The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling.

11. SUCCESSORS AND BINDING AGREEMENT. (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance reasonably satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). Without limiting the generality or effect of the foregoing, the Executive's right to receive payments hereunder will

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not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

12. NOTICES. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or Purolator, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at his principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

13. GOVERNING LAW. The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Ohio, without giving effect to the principles of conflict of laws of such State.

14. VALIDITY. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

15. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement.

16. CONSTRUCTION. The masculine gender, when used in this Agreement, shall be deemed to include the feminine gender and the singular number shall include the plural, unless the context clearly indicates to the contrary.

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17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

CLEVELAND-CLIFFS INC

By: /s/ J.S. Brinzo

[Name and Title]
Chairman and Chief Executive Officer

/s/ Cynthia B. Bezik

Cynthia B. Bezik

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Annex A

Severance Compensation

(1) A lump sum payment in an amount equal to three (3) times the sum of (A) Base Pay (at the highest rate in effect for any period prior to

the Termination Date), plus (B) Incentive Pay (in an amount equal to not less than the greater of (i) the target bonus and/or target award opportunity for the fiscal year immediately preceding the year in which the Change in Control occurred, or (ii) the target bonus and/or target award opportunity for the fiscal year in which the Termination Date occurs).

(2) For a period of thirty-six (36) months following the Termination Date (the "Continuation Period"), the Company will arrange to provide the Executive with Employee Benefits that are welfare benefits (but not stock option, performance share, performance unit, stock purchase, stock appreciation or similar compensatory benefits) substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Termination Date (or, if greater, immediately prior to the reduction, termination, or denial described in Section 3(b)(ii)). If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, then the Company will itself pay or provide for the payment to the Executive, his dependents and beneficiaries, of such Employee Benefits along with, in the case of any benefit described in this Paragraph 2 which is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or his dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Notwithstanding the foregoing, or any other provision of the Agreement, for purposes of determining the period of continuation coverage to which the Executive or any of his dependents is entitled pursuant to Section 4980B of the Code (or any successor provision thereto) under the Company's medical, dental and other group health plans, or successor plans, the Executive's "qualifying event" shall be the termination of the Continuation Period and the Executive shall be considered to have remained actively employed on a full-time basis through that date. Without otherwise limiting the purposes or effect of Section 5, Employee Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable welfare benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's Termination Date, and any such benefits actually received by the Executive shall be reported by the Executive to the Company.

(3) A lump sum payment (the "SRP Payment") in an amount equal to the sum of the future pension benefits (converted to a lump sum of actuarial equivalence) which the Executive would have been entitled to receive three (3) years following the Termination Date under the SRP, and as modified by this Paragraph (3) (assuming Base Salary and Incentive Pay as determined in Paragraph (1), if the Executive had remained in the full-time employment of the Company until three (3) years following the Termination Date.

The calculation of the SRP Payment and its actuarial equivalence shall be made as of the Termination Date. The lump sum of actuarial equivalence shall be calculated as of three (3)

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years following the Termination Date using the assumptions and factors used in the SRP, and such sums shall be discounted to the date of payment using a discount rate prescribed for purposes of valuation computations under Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision thereto, or if no rate is so prescribed, a rate equal to the then "applicable interest rate" under Section 417 (e) (3) (A) (ii) (II) of the Code for the month in which the Termination Date occurs.

The Company hereby waives the discretionary right, at any time subsequent to the date of a Change in Control, to amend or terminate the SRP as to the Executive as provided in paragraph 8 thereof or to terminate the rights of the Executive or his beneficiary under the SRP in the event Executive engages in a competitive business as provided in any plan or arrangement between the Company and the Executive or applicable to the Executive, including but not limited to, the provisions of paragraph 4 of the SRP, or any similar provisions of any such plan or arrangement or other plan or arrangement supplementing or superseding the same. This Paragraph (3) shall constitute a "Supplemental Agreement" as defined in Paragraph 1.J of the SRP. If the Company shall terminate the Executive's employment during the Severance Period, other than for Cause pursuant to Section 3(a) (i), 3(a) (ii) or 3(a) (iii) of the Agreement, or if the Executive shall terminate his employment pursuant to Section 3(b) of the Agreement, or if, following the end of the Severance Period, the Executive's employment is terminated for any reason, for the purposes of computing the Executive's period of continuous service and of calculating and paying his benefit under the SRP:

(A) At the time of his termination of employment with the Company (by death or otherwise), the Executive shall be credited with years of continuous service for benefit accrual and eligibility equal to the greater of (i) the number of his actual years of continuous service or (ii) the number of years of continuous service he would

have had if he had continued his employment with the Company for three (3) years after the Termination Date, and had he attained the greater of (iii) his actual chronological age, (iv) sixty-five, or (v) his chronological age three (3) years after the Termination Date. In addition, the Executive shall be eligible for a 30-year pension benefit based upon his years of continuous service as computed under the preceding sentence. Such Executive shall be eligible to commence a 30-year pension benefit on the earlier of (vi) the date upon which the Executive would have otherwise reached 30 years of continuous service with the Company but for his termination of employment after the Change in Control at which time the Executive shall be deemed to be age 65, or (vii) the date upon which the sum of the Executive's years of continuous service (as computed in the first sentence of this subparagraph (A)) and the Executive's Credited Years of Industry Service is equal to 30 years of service, at which time the Executive shall be deemed to be age 65; and

(B) The Executive shall be a "Participant" in the SRP, notwithstanding any limitations therein. The terms of the Agreement and this Annex A shall take precedence to the extent they are contrary to provisions contained in the SRP.

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Payment of the SRP Payment by the Company shall be deemed to be a satisfaction of all obligations of the Company to the Executive under the SRP.

(4) Base Salary through the Termination Date plus prorata Incentive Pay for the year in which the Termination Date occurs calculated at the greater of (i) the target bonus and/or target opportunity or (ii) actual performance, in each case for the fiscal year in which the Termination Date occurs.

(5) In lieu of the Executive's right to receive deferred compensation under the Voluntary Non-Qualified Deferred Compensation Plan or any other plan providing for deferral of income or amounts otherwise payable to the Executive, a lump sum payment in cash in an amount equal to 100% of the Executive's cash and stock account balances under such plans.

(6) Outplacement services by a firm selected by the Executive, at the expense of the Company in an amount up to 15% of the Executive's Base Pay.

(7) Post-retirement medical, hospital, surgical and prescription drug coverage for the lifetime of the Executive, his spouse and any eligible dependents equivalent to that which would have been furnished on the day prior to the Change in Control to an officer of the Company who retired on such date with full eligibility for such benefits.

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CLEVELAND-CLIFFS INC
SEVERANCE AGREEMENT

EXHIBIT A

Form of Release

WHEREAS, the Executive's employment has been terminated in accordance with Section 3 of the Severance Agreement (the "Agreement") dated as of January 1, 2000 between the Executive and Cleveland-Cliffs Inc; and

WHEREAS, the Executive is required to sign this Release in order to receive the Severance Compensation (as such term is defined in the Agreement) as described in Annex A of the Agreement and the other benefits described in the Agreement.

NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agrees as follows:

1. This Release is effective on the date hereof and will continue in effect as provided herein.

2. In consideration of the payments to be made and the benefits to be received by the Executive pursuant to the Agreement, which the Executive acknowledges are in addition to payments and benefits which the Executive would be entitled to receive absent the Agreement (other than severance pay and benefits under any other severance plan, policy, program or arrangement sponsored by Cleveland-Cliffs Inc), the Executive, for himself and his dependents, successors, assigns, heirs, executors and administrators (and his and their legal representatives of every kind), hereby releases, dismisses, remises and forever discharges Cleveland-Cliffs Inc, its predecessors, parents, subsidiaries, divisions, related or affiliated companies, officers, directors, stockholders, members, employees, heirs, successors, assigns, representatives, agents and counsel (the "Company") from any and all arbitrations, claims, including claims for attorney's fees, demands, damages, suits, proceedings, actions and/or causes of action of any kind and every description, whether known or unknown, which Executive now has or may have had for, upon, or by reason of any cause whatsoever ("claims"), against the Company, including but not limited to:

(a) any and all claims arising out of or relating to Executive's employment by or service with the Company and his termination from the Company;

(b) any and all claims of discrimination, including but not limited to claims of discrimination on the basis of sex, race, age, national origin, marital status, religion or handicap, including, specifically, but without limiting the generality of the foregoing, any claims under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, Ohio Revised

Exh. A-1

Code Section 4101.17 and Ohio Revised Code Chapter 4112, including Sections 4112.02 and 4112.99 thereof; and

(c) any and all claims of wrongful or unjust discharge or breach of any contract or promise, express or implied.

3. Executive understands and acknowledges that the Company does not admit any violation of law, liability or invasion of any of his rights and that any such violation, liability or invasion is expressly denied. The consideration provided for this Release is made for the purpose of settling and extinguishing all claims and rights (and every other similar or dissimilar matter) that Executive ever had or now may have against the Company to the extent provided in this Release. Executive further agrees and acknowledges that no representations, promises or inducements have been made by the Company other than as appear in the Agreement.

4. Executive further agrees and acknowledges that:

(a) The release provided for herein releases claims to and including the date of this Release;

(b) He has been advised by the Company to consult with legal counsel prior to executing this Release, has had an opportunity to consult with and to be advised by legal counsel of his choice, fully understands the terms of this Release, and enters into this Release freely, voluntarily and intending to be bound;

(c) He has been given a period of 21 days to review and consider the terms of this Release, prior to its execution and that he may use as much of the 21 day period as he desires; and

(d) He may, within 7 days after execution, revoke this Release. Revocation shall be made by delivering a written notice of revocation to the Vice President Human Resources at the Company. For such revocation to be effective, written notice must be actually received by the Vice President Human Resources at the Company no later than the close of business on the 7th day after Executive executes this Release. If Executive does exercise his right to revoke this Release, all of the terms and conditions of the Release shall be of no force and effect and the Company shall not have any obligation to make payments or provide benefits to Executive as set forth in Sections 4, 5, and 7 of the Agreement.

5. Executive agrees that he will never file a lawsuit or other complaint asserting any claim that is released in this Release.

6. Executive waives and releases any claim that he has or may have to reemployment after _____.

Exh. A-2

IN WITNESS WHEREOF, the Executive has executed and delivered
this Release on the date set forth below.

Dated: _____

Executive

Exh. A-3

TERMS OF MODIFIED EMPLOYMENT (YEAR 2000) AND
CONSULTING AND NON-COMPETE AGREEMENT (YEAR 2001) FOR A.S. WEST

MODIFIED EMPLOYMENT (YEAR 2000) - BASIC TERMS

- - West will continue as Senior Vice-President - Sales and Commercial Planning.
- - Reduced work schedule: Twenty-five additional days off (9.6% of normal work year) either in the form of one day per week or one week off per month during any 12 months.
- - Corresponding 9.6% base salary reduction to \$183,512.
- - Corresponding 9.6% target bonus reduction to \$71,600.
- - Six weeks of vacation earned at December 31, 1999 base salary rate.
- - Eligible for the regular number of observed holidays in the year 2000.
- - Entitled to full range of flex plan group insurance.
- - Entitled to full 12 months of additional pension service for benefits and eligibility purposes.
- - Ineligible for Severance Pay Plan for Key Employees.

CONSULTING AND NON-COMPETE ARRANGEMENT TERMS (YEAR 2001)

- - Will retire effective January 1, 2001, but will be retained on a consulting basis from January 1, 2001 to October 31, 2001.
- - Consulting fee of \$10,000 per month, payable monthly over 10 months beginning January, 2001.
- - Must be available for consulting assignments up to a maximum of 90 hours per month during the 10-month period.
- - Special payment from the pension plan will be paid at Mr. West's weekly rate in effect on December 31, 1999. Any make-up necessary from the qualified plan will be paid from the Supplemental Employees Retirement Plan.
- - Mr. West agrees to a 10-month non-compete period beginning January 1, 2001.
- - Ayco financial planning services will be paid through December 31, 2002.
- - In the event of a breach of non-compete clause, Mr. West must repay to Cleveland-Cliffs Inc the above-stated values recited in the consulting arrangement, in addition to actual damages incurred by Cleveland-Cliffs Inc.

CLEVELAND-CLIFFS INC AND SUBSIDIARIES
MANAGEMENT PERFORMANCE INCENTIVE PLAN
SUMMARY

EFFECTIVE JANUARY 1, 1999

1. The Management Performance Incentive Plan ("MPI Plan") provides a significant financial incentive for designated management employees of Cleveland-Cliffs Inc and subsidiaries ("Company") to maximize Company, unit, and personal performance in achieving current results and longer range objectives. The Plan is designed to place a significant portion of annual compensation at risk with performance and to provide above average compensation for outstanding performance.
2. The MPI Plan is administered by the Company's Compensation and Organization Committee ("Committee") which is composed of non-employee Directors, none of whom are eligible to participate in the Plan.
3. Participants in the Plan are officers and salaried employees in designated management positions. The number of designated management positions is controlled through the salaried position classification process to maintain an efficient ratio of management to non-management employees.
4. Each position is classified in a salary grade based on a study of national compensation data and internal organizational relationships. Position classifications are periodically reviewed to maintain a compensation level which is competitive with similar positions in similar companies. The general objective is to establish salary grades based on 50th percentile of survey data.
5. The study of national compensation data includes determination of typical performance bonus payments for management positions at various responsibility levels. This data is used to determine a competitive percentage "target bonus" based upon the salary range midpoint. All jobs in a salary grade have the same target bonus. The percentage targets may be revised periodically according to survey data.

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6. The Chief Executive Officer ("CEO") approves the classification, salary range, and percentage target bonus for all management positions except officer positions of Secretary rank and higher, which are approved by the Committee. The Committee is provided a list of all position classifications, salary ranges and target bonuses annually.
7. Each year the Committee will approve a bonus funding structure which will be used to mathematically determine the participants' bonus pool for the then current year based on the Company's performance as measured by pre-tax return on net assets (EBT RONA). The levels of EBT RONA required under the bonus funding structure will be calibrated each year against the recent historical performance of a group of approximately 40 metals and mining companies.
8. In the January following the close of each year, the participants' bonus pool will be determined using the EBT RONA bonus funding formula. Such funded pool can be zero and cannot exceed 300% of the officers' aggregate target bonuses and cannot exceed 200% of the non-officers' aggregate target bonuses. Of the funded pool, 75% will be distributed to participants on a ratable basis according to their target bonuses. The remaining 25% of the funded pool will be distributed based upon a judgment by the CEO and Committee as to how well each participant's performance has supported the Company in meeting its strategic objectives for the year. Upon the approval of the Committee, an additional bonus pool of 10% of target bonuses will be set aside for distribution at the discretion of the CEO. When used, discretionary awards will reward participants whose contributions to achievement of strategic objectives exceeded all expectations.
9. At the discretion of the Committee and subject to the availability of authorized stock, awards may be made in cash or shares of the Company's stock or a combination thereof, and restrictions may be placed on the vesting of any stock award.
10. Generally, bonus payments to participants will be made by the end of

February for the prior calendar year after audited financial results are determined.

11. Following designation as a participant in the Plan and prior to the payment of a bonus, neither the participant nor the estate or anyone claiming through such participant has any right to share in the bonus pool for such year. However, the Plan provides, at the sole discretion of the Committee and CEO, that awards may be made to a participant whose employment terminates during the calendar year or to the participant's beneficiaries when circumstances warrant favorable consideration for an award for such year.

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12. A participant has no right, title or interest in any assets of the Company and subsidiaries by reason of any award made pursuant to this Plan and such award reflects only an unsecured contractual obligation to make the payment to the participant of the approved award under the terms and conditions of the Plan.

13. The Board of Directors may modify or terminate this Plan at any time.

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TRUST AGREEMENT NO. 1

Amendments to Exhibits Effective January 1, 2000

This Amendment to Exhibits to Trust Agreement No. 1 is made as of January 1, 2000 by and between Cleveland-Cliffs Inc, an Ohio corporation ("Cleveland-Cliffs"), and Key Trust Company of Ohio, N.A., a national banking association, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, on June 12, 1997 Cleveland-Cliffs and the Trustee entered into an Amended and Restated Trust Agreement No. 1;

WHEREAS, Section 12 of the Trust Agreement No. 1 provides that such Trust Agreement may be amended by Cleveland-Cliffs and the Trustee; and

WHEREAS, Section 9(c) of the Trust Agreement No. 1 provides that Exhibit A thereto may be amended by Cleveland-Cliffs by furnishing to the Trustee an amendment thereto.

NOW, THEREFORE, the parties amend Exhibit B to the Trust Agreement No. 1, and Cleveland-Cliffs furnishes the following Amendment to Exhibit A to Trust Agreement No. 1 as follows:

- 1. Exhibit A is amended to read as attached hereto.
- 2. Exhibit B is amended to read as attached hereto.

IN WITNESS WHEREOF, Cleveland-Cliffs and the Trustee have caused counterparts of this Amendment to be executed on their behalf on February, 15, each of which shall be an original Amendment.

CLEVELAND-CLIFFS INC

By: /s/ Richard F. Novak

Its: Vice President - Human Resources

KEY TRUST COMPANY OF OHIO, N.A.,

as Trustee

By: /s/ Kelley Clark

Its: Vice President

By: /s/ Margaret Halloran

Title: Assistant Vice President

Exhibit A

John S. Brinzo
William R. Calfee
Thomas J. O'Neil
Cynthia B. Bezik
Joseph H. Ballway, Jr.

EXHIBIT B

"Change of Control" means the occurrence of any of the following events:

1. The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of Cleveland-Cliffs; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of Cleveland-Cliffs directly from Cleveland-Cliffs that is approved by the Incumbent Board (as defined in Section 1(d)(ii), below), (B) any acquisition by Cleveland-Cliffs of Voting Stock of Cleveland-Cliffs, (C) any acquisition of Voting Stock of Cleveland-Cliffs by any employee benefit plan (or related trust) sponsored or maintained by Cleveland-Cliffs or any Subsidiary, or (D) any acquisition of Voting Stock of Cleveland-Cliffs by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii), below; or

2. individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof whose election, or nomination for election by Cleveland-Cliffs's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of Cleveland-Cliffs in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

3. consummation of a reorganization, merger or consolidation involving Cleveland-Cliffs, a sale or other disposition of all or substantially all of the assets of Cleveland-Cliffs, or any other transaction involving Cleveland-Cliffs (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of Cleveland-Cliffs immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns Cleveland-Cliffs or all or substantially all of Cleveland-Cliffs's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of Cleveland-Cliffs, (B) no Person (other than Cleveland-Cliffs, such entity resulting from such Business Combination, or any employee benefit plan (or related trust)

sponsored or maintained by Cleveland-Cliffs, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

4. approval by the shareholders of Cleveland-Cliffs of a complete liquidation or dissolution of Cleveland-Cliffs, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii).

TRUST AGREEMENT NO. 2

Amendments to Exhibits Effective January 1, 2000

This Amendment to Exhibits to Trust Agreement No. 2 is made as of January 1, 2000 by and between Cleveland-Cliffs Inc, an Ohio corporation ("Cleveland-Cliffs"), and Key Trust Company of Ohio, N.A., a national banking association, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, on June 12, 1997 Cleveland-Cliffs and the Trustee entered into an Amended and Restated Trust Agreement No. 2, as amended;

WHEREAS, Section 12 of the Trust Agreement No. 2 provides that such Trust Agreement may be amended by Cleveland-Cliffs and the Trustee; and

WHEREAS, Section 9(c) of the Trust Agreement No. 2 provides that Exhibit A thereto may be amended by Cleveland-Cliffs by furnishing to the Trustee an amendment thereto.

NOW, THEREFORE, the parties amend Trust Agreement No. 2, and Cleveland-Cliffs furnishes the following Amendment to Exhibit A to Trust Agreement No. 2 as follows:

1. Section 1(b) is amended to read as follows:

(b) The Trust hereby established shall be revocable by Cleveland- Cliffs at any time prior to the date on which occurs a "Change of Control" as that term is defined in this Section 1(b); on or after such date this Trust shall be irrevocable. Cleveland-Cliffs shall notify the Trustee promptly in the event that a Change of Control has occurred. The Term "Change of Control" shall mean the occurrence of any of the following events:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d) (3) or 14(d) (2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of Cleveland-Cliffs; provided, however, that for purposes of this Section 1(b) (i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of Cleveland-Cliffs directly from Cleveland-Cliffs that is approved by the Incumbent Board (as defined in Section 1(b) (ii), below), (B) any acquisition by Cleveland-Cliffs of Voting Stock of Cleveland-Cliffs, (C) any acquisition of Voting Stock of Cleveland-Cliffs by any employee benefit plan (or related trust) sponsored or maintained by Cleveland-Cliffs or any Subsidiary, or (D) any acquisition of Voting Stock of Cleveland- Cliffs by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(b) (iii), below;

(ii) or individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof whose election, or nomination for election by Cleveland-Cliffs's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of Cleveland-Cliffs in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or

removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

- (iii) or consummation of a reorganization, merger or consolidation involving Cleveland-Cliffs, a sale or other disposition of all or substantially all of the assets of Cleveland-Cliffs, or any other transaction involving Cleveland-Cliffs (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of Cleveland-Cliffs immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns Cleveland-Cliffs or all or substantially all of Cleveland-Cliffs's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of Cleveland-Cliffs, (B) no Person (other than

Cleveland-Cliffs, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by Cleveland-Cliffs, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

- (iv) approval by the shareholders of Cleveland-Cliffs of a complete liquidation or dissolution of Cleveland-Cliffs, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(b)(iii).

2. Exhibit A is amended to read as attached hereto.

IN WITNESS WHEREOF, Cleveland-Cliffs and the Trustee have caused counterparts of this Amendment to be executed on their behalf on February, 15, each of which shall be an original Amendment.

CLEVELAND-CLIFFS INC

By: /s/ Richard F. Novak

Its: Vice President - Human Resources

KEY TRUST COMPANY OF OHIO, N.A.,
as Trustee

By: /s/ Kelley Clark

Its: Vice President

By: /s/ Margaret Halloran

Title: Assistant Vice President

EXHIBIT A

<TABLE>
<CAPTION>
Executives
- - - - -

<S> Name - - - - -	<C> Title - - - - -
J. S. Brinzo	President and Chief Executive Officer
W. R. Calfee	Executive Vice President - Commercial
T. J. O'Neil	Executive Vice President - Operations
C. B. Bezik	Senior Vice President and Chief Financial Officer
J. H. Ballway, Jr.	Vice President and General Counsel

Key Employees
- - - - -

Name - - - - -	Title - - - - -
E.C. Dowling, Jr.	Senior Vice President - Operations
J. W. Sanders	Senior Vice President - International Development
J. A. Trethewey	Senior Vice President - Operations Services
G .N. Chandler	Vice President - Reduced Iron
R. Emmet	Vice President - Financial Planning and Treasurer
D. J. Gallagher	Vice President - Sales
J. E. Lenhard	Secretary and Assistant General Counsel
R. J. Leroux	Controller
R. F. Novak	Vice President - Human Resources
R. C. Berglund	General Manager - Northshore Mine
L. G. Dykers	General Manager - Hibbing Taconite
D. Lebel	General Manager - Wabush Mines
M. P. Minar	General Manager - Tilden Mine
T. S. Petersen	General Manager - Empire Mine
J. N. Toumi	General Manager - LTV Steel Mining Company
R. W. von Bitter	General Manager - Cliffs Reduced Iron Corp.

</TABLE>

FOURTH AMENDMENT

TO

TRUST AGREEMENT NO. 5

WHEREAS, Cleveland-Cliffs Inc ("Cleveland-Cliffs") and AmeriTrust Company National Association entered into Trust Agreement No. 5, formerly known as Trust Agreement, (the "Agreement") effective October 28, 1987, which Agreement was amended on three previous occasions;

WHEREAS, Society National Bank (the "Trustee") is the successor in interest to AmeriTrust Company National Association; and

WHEREAS, Cleveland-Cliffs and the Trustee desire to amend the Agreement;

NOW, THEREFORE, effective November 1, 1994, Cleveland-Cliffs and the Trustee hereby amend the Agreement to provide as follows:

1. The first recital on page one of the Agreement is amended to provide as follows:

"WHEREAS, certain benefits are or may become payable under the provisions of certain Deferred Compensation Agreements ("Agreements") between Cleveland-Cliffs, or between The Cleveland-Cliffs Iron Company and assumed by Cleveland-Cliffs, effective July 1, 1995, and certain executives ("Executives"), to the persons listed from time to time on Exhibit A hereto (as provided in Section 9(c) hereof) or to the beneficiaries of such persons (Executives and Executives' beneficiaries are referred to herein as "trust beneficiaries"), as the case may be;"

2. Exhibit A to the Agreement, which Exhibit A is attached hereto and made a part hereof, is amended to provide as hereinafter set forth.

* * *

IN WITNESS WHEREOF, Cleveland-Cliffs and the Trustee have executed this Fourth Amendment at Cleveland, Ohio, this 19th day of November, 1994.

CLEVELAND-CLIFFS INC

By /s/ R. F. Novak

Title: Vice President-Human Resources

SOCIETY NATIONAL BANK

By _____
Title:

SECOND AMENDMENT

TO

TRUST AGREEMENT NO. 7

WHEREAS, Cleveland-Cliffs Inc ("Cleveland-Cliffs") and AmeriTrust Company National Association entered into Trust Agreement No. 7 (the "Agreement") effective April 9, 1991, which Agreement was amended on one previous occasion;

WHEREAS, Society National Bank (the "Trustee") is the successor in interest to AmeriTrust Company National Association; and

WHEREAS, Cleveland-Cliffs and the Trustee desire to further amend the Agreement;

NOW, THEREFORE, effective November 1, 1994, Cleveland-Cliffs and the Trustee hereby amend the Agreement by revising EXHIBIT A thereto, which EXHIBIT A is attached hereto and made a part hereof, to provide as hereinafter set forth.

* * *

IN WITNESS WHEREOF, Cleveland-Cliffs and the Trustee have executed this Second Amendment at Cleveland, Ohio, this _____ day of November, 1994.

CLEVELAND-CLIFFS INC

By _____

Title:

SOCIETY NATIONAL BANK

By _____

Title:

TRUST AGREEMENT NO. 7

Amendments to Exhibits Effective January 1, 2000

This Amendment to Exhibits to Trust Agreement No. 7 is made as of January 1, 2000 by and between Cleveland-Cliffs Inc, an Ohio corporation ("Cleveland-Cliffs"), and Key Trust Company of Ohio, N.A., a national banking association, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, on April 9, 1991 Cleveland-Cliffs and the Trustee entered into a Trust Agreement No. 7, as amended;

WHEREAS, Section 12 of the Trust Agreement No. 7 provides that such Trust Agreement may be amended by Cleveland-Cliffs and the Trustee; and

WHEREAS, Section 9(c) of the Trust Agreement No. 7 provides that Exhibit A thereto may be amended by Cleveland-Cliffs by furnishing to the Trustee an amendment thereto.

NOW, THEREFORE, the parties amend Trust Agreement No. 7, and Cleveland-Cliffs furnishes the following Amendment to Exhibit A to Trust Agreement No. 7 as follows:

1. Section 1(b) is amended to read as follows:

(b) Cleveland-Cliffs shall notify the Trustee promptly in the event that a Change of Control (as defined herein) has occurred. The Term "Change of Control" shall mean the occurrence of any of the following events:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d) (3) or 14(d) (2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of Cleveland-Cliffs; provided, however, that for purposes of this Section 1(b) (i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of Cleveland-Cliffs directly from Cleveland-Cliffs that is approved by the Incumbent Board (as defined in Section 1(b) (ii), below), (B) any acquisition by Cleveland-Cliffs of Voting Stock of Cleveland-Cliffs, (C) any acquisition of Voting Stock of Cleveland-Cliffs by any employee benefit plan (or related trust) sponsored or maintained by Cleveland-Cliffs or any Subsidiary, or (D) any acquisition of Voting Stock of Cleveland-Cliffs by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(b) (iii), below;

(ii) or individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof whose election, or nomination for election by Cleveland-Cliffs's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of Cleveland-Cliffs in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf

of a Person other than the Board;

(iii) or consummation of a reorganization, merger or consolidation involving Cleveland-Cliffs, a sale or other disposition of all or substantially all of the assets of Cleveland-Cliffs, or any other transaction involving Cleveland-Cliffs (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of Cleveland-Cliffs immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns Cleveland-Cliffs or all or substantially all of Cleveland-Cliffs's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of Cleveland-Cliffs, (B) no Person (other than

Cleveland-Cliffs, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by Cleveland-Cliffs, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the shareholders of Cleveland-Cliffs of a complete liquidation or dissolution of Cleveland-Cliffs, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(b)(iii).

2. Exhibit A is amended to read as attached hereto.

IN WITNESS WHEREOF, Cleveland-Cliffs and the Trustee have caused counterparts of this Amendment to be executed on their behalf on February, 15, each of which shall be an original Amendment.

CLEVELAND-CLIFFS INC

By: /s/ Richard F. Novak

Its: Vice President - Human Resources

KEY TRUST COMPANY OF OHIO, N.A.,
as Trustee

By: /s/ Kelley Clark

Its: Vice President

By: /s/ Margaret Halloran

Title: Assistant Vice President

EXHIBIT A

TRUST AGREEMENT NO. 7

All Senior Officers and Other Full-Time Salaried Employees Grade Ex-28 and Above, including:

Name Title

J. S. Brinzo	Chairman and Chief Executive Officer
T. J. O'Neil	President and Chief Operating Officer
W. R. Calfee	Executive Vice President - Commercial
C. B. Bezik	Senior Vice President and Chief Financial Officer
J. H. Ballway, Jr.	Vice President and General Counsel
E.C. Dowling, Jr.	Senior Vice President - Operations
J. W. Sanders	Senior Vice President - International Development
J. A. Trethewey	Senior Vice President - Operations Services
G .N. Chandler	Vice President - Reduced Iron
R. Emmet	Vice President - Financial Planning and Treasurer
D. J. Gallagher	Vice President - Sales
J. E. Lenhard	Secretary and Assistant General Counsel
R. J. Leroux	Controller
R. F. Novak	Vice President - Human Resources
R. C. Berglund	General Manager - Northshore Mine
L. G. Dykers	General Manager - Hibbing Taconite
D. Lebel	General Manager - Wabush Mines
M. P. Minar	General Manager - Tilden Mine
T. S. Petersen	General Manager - Empire Mine
J. N. Toumi	General Manager - LTV Steel Mining Company
R. W. von Bitter	General Manager - Cliffs Reduced Iron Corp.

CLEVELAND-CLIFFS INC
CHANGE IN CONTROL SEVERANCE PAY PLAN

CLEVELAND-CLIFFS INC
CHANGE IN CONTROL SEVERANCE PAY PLAN

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CLEVELAND-CLIFFS INC
CHANGE IN CONTROL SEVERANCE PAY PLAN

1. GENERAL STATEMENT OF PURPOSE. The Board of Directors of Cleveland-Cliffs Inc (the "Company") has considered the effect a change in control of the Company may have on executives of the Company and its Subsidiaries (as defined below). The executives have made and are expected to continue to make major contributions to the short-term and long-term profitability, growth and financial strength of the Company and its Subsidiaries. The Company recognizes that, as is the case for most publicly held companies, the possibility of a change in control exists, desires to assure itself of both the present and future continuity of management, desires to establish certain minimum severance benefits for certain of its executives applicable in a change in control, and wishes to insure that its executives are not practically disabled from discharging their duties in respect of a proposed or actual transaction involving a change in control.

As a result, the Board believes that the Cleveland-Cliffs Inc Change in Control Severance Pay Plan (the "Plan") will assist the Company in attracting and retaining qualified executives. Accordingly, the Plan is hereby adopted and supersedes any other change in control arrangement for Executives (as defined below).

2. EFFECTIVE AND TERMINATION DATES. The Plan shall be effective as of January 1, 2000 (the "Effective Date"). The Plan will automatically terminate on the later of (i) December 31, 2001 or (ii) the second anniversary of a Change in Control (the "Termination Date"); provided, however, that commencing on January 1, 2001 and each January 1 thereafter, the Termination Date set forth in Subsection (i) of this Section will automatically be extended for an additional year unless, not later than September 30 of the immediately preceding year, the Company shall have given written notice to the Executives that the Termination Date is not to be so extended.

3. DEFINITIONS. Where the following words and phrases appear in the Plan, they shall have the respective meanings set forth below, unless their context clearly indicates otherwise:

(1) "Base Pay" means the Executive's annual base salary rate as in

effect from time to time.

(2) "Board" means the Board of Directors of the Company.

(3) "Cause" means that, prior to any termination pursuant to Section 4(b), Section 4(c), or Section 4(d) the Executive shall have committed:

(1) and been convicted of a criminal violation involving fraud, embezzlement or theft in connection with his duties or in the course of his employment with the Company or any Subsidiary;

(2) intentional wrongful damage to property of the Company or any Subsidiary;

(3) intentional wrongful disclosure of secret processes or confidential information of the Company or any Subsidiary; or

(4) intentional wrongful engagement in any Competitive Activity;

and any such act shall have been demonstrably and materially harmful to the Company. For purposes of the Plan, no act or failure to act on the part of the Executive shall be deemed "intentional" if it was due primarily to an error in judgment or negligence, but shall be deemed "intentional" only if done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for "Cause" hereunder unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three quarters of the Board then in office at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, the Executive had committed an act constituting "Cause" as herein defined and specifying the particulars thereof in detail. Nothing herein will limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination.

(4) "Change in Control" means the occurrence during the Term of any of the following events:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of the Company; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of the Company directly from the Company that is approved by the Incumbent Board (as defined in Section 1(d)(ii), below), (B) any acquisition by the Company of Voting Stock of the Company, (C) any acquisition of Voting Stock of the Company by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (D) any acquisition of Voting Stock of the Company by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii), below; or

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a

specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger or consolidation involving the Company, a sale or other disposition of all or substantially all of the assets of the Company, or any other transaction involving the Company (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of Voting Stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of

the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of the Company, (B) no Person (other than the Company, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii).

(5) "Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

(6) "Committee" means the Organization and Compensation Committee of the Board.

(7) "Competitive Activity" means the Executive's participation, without the written consent of an officer of the Company, in the management of any business enterprise if such enterprise engages in substantial and direct competition with the Company and such enterprise's sales of any product or service competitive with any product or service of the Company amounted to 10%

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of such enterprise's net sales for its most recently completed fiscal year and if the Company's net sales of said product or service amounted to 10% of the Company's net sales for its most recently completed fiscal year. "Competitive Activity" will not include (i) the mere ownership of securities in any such enterprise and the exercise of rights appurtenant thereto or (ii) participation in the management of any such enterprise other than in connection with the competitive operations of such enterprise.

(8) "Employee Benefits" means the perquisites, benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which Executive is entitled to participate, including without limitation any stock option, performance share, performance unit, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company or a Subsidiary), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company or a Subsidiary, providing perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(9) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(10) "Executive" means an elected officer who is a full-time employee of the Company and who is a Senior Vice President, Vice President, Controller or Secretary of the Company, or who is a Mine General Manager of a Subsidiary, and who does not have an individual Severance Agreement with the Company providing for benefits upon a Change in Control.

(11) "Incentive Pay" means an annual bonus, incentive or other payment of compensation, in addition to Base Pay, made or to be made in regard to services rendered in any year or other period pursuant to any bonus, incentive, profit-sharing, performance, discretionary pay or similar agreement, policy, plan, program or arrangement (whether or not funded) of the Company or a Subsidiary, or any successor thereto.

(12) "Industry Service" means professionally related service, prior to his employment by the Company or a Subsidiary, by the Executive as an employee within the iron, steel and mining industries or service within an industry to which such Executive's position with the Company relates. The Executive shall be given credit for one year of Industry Service for every two years of service with the Company, as designated in writing by, or in minutes of the actions of, the Compensation and Organization Committee of the Board, and such years of credited Industry Service shall be defined as "Credited Years of Industry

Service."

(13) "Retirement Plans" means the retirement income, supplemental executive retirement, excess benefits and retiree medical, life and similar benefit plans providing retirement

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perquisites, benefits and service credit for benefits at least as great in value in the aggregate as are payable thereunder prior to a Change in Control.

(14) "Severance Compensation" means Severance Pay and other benefits provided by Section 5(a) and (b).

(15) "Severance Pay" means the amounts payable as set forth in Section 5(a) and (b).

(16) "Severance Period" means the period of time commencing on the date of the first occurrence of a Change in Control and continuing until the earlier of (i) the second anniversary of the occurrence of the Change in Control, or (ii) the Executive's death.

(17) "Subsidiary" means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding capital or profits interests or Voting Stock.

(18) "Supplemental Retirement Plan" or "SRP" means the Cleveland-Cliffs Inc Supplemental Retirement Benefit Plan (as Amended and Restated as of January 1, 1999), as it may be amended prior to a Change in Control, and modified as provided in Exhibit A, Paragraph (3).

(19) "Termination Date" means the date of termination of the Plan as specified in Section 2.

(20) "Voting Stock" means securities entitled to vote generally in the election of directors.

4. ELIGIBILITY; TERMINATION FOLLOWING A CHANGE IN CONTROL.

(1) Subject to the limitations described below, the Plan applies to Executives who are employed on the date that a Change in Control occurs.

(2) If an Executive's employment is terminated by the Company or any Subsidiary during the Severance Period and such termination is without Cause, the Executive will be entitled to the Severance Compensation described in Section 5.

(3) An Executive who is a Senior Vice President, Vice President, Controller or Secretary of the Company may, during the Severance Period, terminate his employment with the Company or any Subsidiary with the right to Severance Compensation upon the occurrence of one or more of the following events (regardless of whether any other reason, other than Cause, for such termination exists or has occurred, including without limitation other employment):

(1) (A) A significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company and

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any Subsidiary which the Executive held immediately prior to the Change in Control, (B) a reduction in the Executive's Base Pay, (C) a reduction in the Executive's opportunity to receive Incentive Pay from the Company and any Subsidiary, or (D) the termination or denial of the Executive's rights to Employee Benefits or a reduction in the scope or value thereof, any of which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such change, reduction or termination, as the case may be;

(2) The liquidation, dissolution, merger, consolidation or reorganization of the Company or transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation, reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (by operation of law or otherwise) assumed all duties and obligations of the Company under the Plan pursuant to Section 14(a);

(3) The Company relocates its principal executive offices (if such offices are the principal location of Executive's work), or requires the Executive to have his principal location of work changed, to any location that, in either case, is in excess of 25 miles from the location thereof immediately prior to the Change in Control, without his prior written consent; or

(4) Without limiting the generality or effect of the foregoing, any material breach of the Plan by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach.

(4) An Executive who is a Mine General Manager may, during the Severance Period, terminate his employment with the Company or any Subsidiary with the right to Severance Compensation upon the occurrence of one or more of the following events (regardless of whether any other reason, other than Cause, for such termination exists or has occurred, including without limitation other employment):

(1) (A) A reduction in the Executive's Base Pay, (B) a reduction in the Executive's opportunity to receive Incentive Pay from the Company and any Subsidiary, or (C) the termination or denial of the Executive's rights to Employee Benefits or a reduction in the scope or value thereof, any of which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such reduction or termination, as the case may be;

(2) The liquidation, dissolution, merger, consolidation or reorganization of the Company or transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation, reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets, have been transferred

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(directly or by operation of law) assumed all duties and obligations of the Company under the Plan pursuant to Section 14(a);

(3) The Company relocates its principal executive offices (if such offices are the principal location of Executive's work), or requires the Executive to have his principal location of work changed, to any location that, in either case, is in excess of 25 miles from the location thereof immediately prior to the Change in Control, without his prior written consent; or

(4) Without limiting the generality or effect of the foregoing, any material breach of its obligations under the Plan by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach.

(5) A termination by an Employer pursuant to Subsection (b) of this Section or by an Executive pursuant to Subsections (c) or (d) of this Section will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits, which rights shall be governed by the terms thereof, except for any rights to severance compensation to which an Executive may be entitled upon termination of employment under any severance pay policy, plan, program or arrangement of the Company, which rights shall, during the Severance Period, be superseded by the Plan.

(6) Notwithstanding the preceding provisions of this Section, an Executive will not be entitled to Severance Compensation if his employment with an Employer is terminated during the Severance Period because:

(1) of the Executive's death; or

(2) the Executive becomes permanently disabled within the meaning of, and begins actually to receive disability benefits pursuant to, the long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change in Control.

5. SEVERANCE COMPENSATION.

(1) If an Executive's employment is terminated pursuant to Section 4(b) or if an Executive terminates his employment pursuant to Section 4(c) or 4(d), the Company will pay to the Executive as Severance Pay the amounts described on Exhibit A within 10 business days after the termination date, or, if later, upon the expiration of the revocation period provided for in Exhibit C, and will continue to provide to the Executive the other Severance Compensation described on Exhibit A for the periods described therein.

(2) Without limiting the rights of an Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a

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timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" as quoted from time to time during the relevant period in the Midwest Edition of

THE WALL STREET JOURNAL plus 2%. Such interest will be payable as it accrues on demand. Any change in such prime rate or maximum rate will be effective on and as of the date of such change.

(3) Notwithstanding any provision of the Plan to the contrary, the rights and obligations under this Section and under Sections 6 and 11, the last sentence of Section 12 and Paragraph (3) of Exhibit A will survive any termination or expiration of the Plan or the termination of an Executive's employment following a Change in Control for any reason whatsoever.

(4) Unless otherwise expressly provided by the applicable policy, plan, program or agreement, after the occurrence of a Change in Control, the Company shall pay in cash to the Executive a lump sum amount equal to the value of any annual bonus or long-term incentive pay (including, without limitation, incentive-based annual cash bonuses and performance units, but not including any equity-based compensation or compensation provided under a qualified plan) earned or granted with respect to the Executive's service during the performance period or periods that includes the date on which the Change in Control occurred, disregarding any applicable vesting requirements; provided that such amount shall be calculated at the plan target rate, but prorated on the portion of the Executive's service that had elapsed during the applicable performance period. Such payment shall take into account service rendered through the payment date and shall be made at the earlier of (i) the date prescribed for payment pursuant to the applicable plan, program or agreement, and (ii) within five business days after the Termination Date.

(5) Notwithstanding any provision to the contrary in any applicable grants and policy, plan, program or agreement, upon the occurrence of a Change in Control, all equity incentive grants and awards held by the Executive shall become fully vested and all stock options held by the Executive shall become fully exercisable.

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6. CERTAIN ADDITIONAL PAYMENTS BY THE COMPANY.

(1) Anything in the Plan to the contrary notwithstanding, in the event that it shall be determined (as hereafter provided) that any payment or distribution by the Company or any of its affiliates to or for the benefit of an Executive, whether paid or payable or distributed or distributable pursuant to the terms of the Plan or otherwise pursuant to or by reason of any other agreement, policy, plan, program or arrangement, including without limitation any stock option, performance share, performance unit, stock appreciation right or similar right, or the lapse or termination of any restriction on, or the vesting or exercisability of, any of the foregoing (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision thereto) by reason of being considered "contingent on a change in ownership or control" of the Company, within the meaning of Section 280G of the Code (or any successor provision thereto) or to any similar tax imposed by state or local law, or any interest or penalties with respect to such tax (such tax or taxes, together with any such interest and penalties, being hereafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment or payments (collectively, a "Gross-Up Payment"); provided, however, that no Gross-up Payment shall be made with respect to the Excise Tax, if any, attributable to (i) any incentive stock option, as defined by Section 422 of the Code ("ISO") granted prior to the execution of the Plan, or (ii) any stock appreciation or similar right, whether or not limited, granted in tandem with any ISO described in clause (i). The Gross-Up Payment shall be in an amount such that, after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including any Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payment.

(2) Subject to the provisions of Subsection (f) of this Section, all determinations required to be made under this Section, including whether an Excise Tax is payable by the Executive and the amount of such Excise Tax and whether a Gross-Up Payment is required to be paid by the Company to the Executive and the amount of such Gross-Up Payment, if any, shall be made by the accounting firm serving as the Company's independent public accountants immediately prior to the change in control (the "Accounting Firm"). The Company shall direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Company and the Executive within 30 calendar days after the Termination Date, if applicable, and any such other time or times as may be requested by the Company or the Executive. If the Accounting Firm determines that any Excise Tax is payable by the Executive, the Company shall pay the required Gross-Up Payment to the Executive within 5 business days after receipt of such determination and calculations with respect to any Payment to the Executive. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall, at the same time as it makes such determination, furnish the Company and the Executive an opinion that the Executive has substantial authority not to report any Excise Tax on his federal, state or local income or other tax return. As a result of the uncertainty in the application of Section 4999 of the Code (or any successor provision thereto) and the possibility of similar uncertainty regarding applicable state or local tax

law at the time of any determination by the Accounting Firm hereunder, it is possible that Gross-Up Payments which will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations

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required to be made hereunder. In the event that the Company exhausts or fails to pursue its remedies pursuant to Subsection (f) of this Section and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment that has occurred and to submit its determination and detailed supporting calculations to both the Company and the Executive as promptly as possible. Any such Underpayment shall be promptly paid by the Company to, or for the benefit of, the Executive within 5 business days after receipt of such determination and calculations.

(3) The Company and the Executive shall each provide the Accounting Firm access to and copies of any books, records and documents in the possession of the Company or the Executive, as the case may be, reasonably requested by the Accounting Firm, and otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determinations and calculations contemplated by Subsection (b) of this Section. Any determination by the Accounting Firm as to the amount of the Gross-Up Payment shall be binding upon the Company and the Executive.

(4) The federal, state and local income or other tax returns filed by the Executive shall be prepared and filed on a consistent basis with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. The Executive shall make proper payment of the amount of any Excise Payment, and at the request of the Company, provide to the Company true and correct copies (with any amendments) of his federal income tax return as filed with the Internal Revenue Service and corresponding state and local tax returns, if relevant, as filed with the applicable taxing authority, and such other documents reasonably requested by the Company, evidencing such payment. If prior to the filing of the Executive's federal income tax return, or corresponding state or local tax return, if relevant, the Accounting Firm determines that the amount of the Gross-Up Payment should be reduced, the Executive shall within 5 business days pay to the Company the amount of such reduction.

(5) The fees and expenses of the Accounting Firm for its services in connection with the determinations and calculations contemplated by Subsection (b) of this Section shall be borne by the Company. If such fees and expenses are initially paid by the Executive, the Company shall reimburse the Executive the full amount of such fees and expenses within 10 business days after receipt from the Executive of a statement therefor and reasonable evidence of his payment thereof.

(6) The Executive shall notify the Company in writing of any claim by the Internal Revenue Service or any other taxing authority that, if successful, would require the payment by the Company of a Gross-Up Payment. Such notification shall be given as promptly as practicable but no later than 10 business days after the Executive actually receives notice of such claim and the Executive shall further apprise the Company of the nature of such claim and the date on which such claim is requested to be paid (in each case, to the extent known by the Executive). The Executive shall not pay such claim prior to the earlier of (i) the expiration of the 30-calendar-day period following the date on which he gives such notice to the Company and (ii) the date that any payment

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of amount with respect to such claim is due. If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(1) provide the Company with any written records or documents in his possession relating to such claim reasonably requested by the Company;

(2) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;

(3) cooperate with the Company in good faith in order effectively to contest such claim; and

(4) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including interest and penalties) incurred in connection with such contest and shall indemnify and hold harmless the Executive, on an after-tax basis, for and against any Excise Tax or income tax, including

interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Subsection, the Company shall control all proceedings taken in connection with the contest of any claim contemplated by this Subsection and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (provided, however, that the Executive may participate therein at his own cost and expense) and may, at its option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay the tax claimed and sue for a refund, the Company shall advance the amount of such payment to the Executive on an interest-free basis and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income or other tax, including interest or penalties with respect thereto, imposed with respect to such advance; and provided further, however, that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

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(7) If, after the receipt by the Executive of an amount advanced by the Company pursuant to Subsection (f) of this Section, the Executive receives any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Subsection (f) of this Section) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section (f) of this Section, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial or refund prior to the expiration of 30 calendar days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of any such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid by the Company to the Executive pursuant to this Section.

7. NO MITIGATION OBLIGATION. The Company hereby acknowledges that it will be difficult and may be impossible for an Executive to find reasonably comparable employment following his termination of employment with the Company and the Subsidiaries and that the non-competition agreement required by Section 9 will further limit the employment opportunities for an Executive. In addition, the Company acknowledges that its severance pay plans applicable in general to its salaried employees do not provide for mitigation, offset or reduction of any severance payment received thereunder. Accordingly, the provision of Severance Compensation by the Company to an Executive in accordance with the terms of the Plan is hereby acknowledged by the Company to be reasonable, and an Executive will not be required to mitigate the amount of any payment provided for in the Plan by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of an Executive hereunder or otherwise, except as expressly provided in the last sentence of Paragraph 2(a) (iii) of Exhibit A.

8. CERTAIN PAYMENTS NOT CONSIDERED FOR OTHER BENEFITS, ETC. The Gross-up Payment, legal fee and expense reimbursement provided under Section 11 and reimbursements for outplacement counseling provided under Paragraph 6 of Exhibit A will not be included as earnings for the purpose of calculating contributions or benefits under any employee benefit plan of the Company. Such payments and payments of Severance Pay will not be made from any benefit plan funds, and shall constitute an unfunded unsecured obligation of the Company.

9. CONFIDENTIALITY; CONFIDENTIAL INFORMATION; NONCOMPETITION. Receipt of Severance Compensation by an Executive is conditioned upon the Executive executing and delivering to the Company a confidentiality and non-compete agreement substantially in the form provided in Exhibit B for the period specified on Exhibit A.

10. RELEASE. Receipt of Severance Compensation by an Executive is conditioned upon the Executive executing and delivering to the Company a release substantially in the form provided in Exhibit C.

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11. LEGAL FEES AND EXPENSES.

(1) It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of Executive's rights under the Plan by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Executive hereunder. Accordingly, if it should appear to the Executive that the Company has failed to comply with any of its obligations under the Plan or in the event that the Company or any other person takes or threatens to take any action to declare the Plan void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive hereunder, the Company irrevocably authorizes the Executive from time to time to retain counsel of Executive's choice, at the expense of the Company as hereafter provided, to advise and represent the Executive in connection with any such interpretation, enforcement or defense, including without limitation the initiation or defense of any litigation or other legal action, whether by or against the Company or any Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Company and such counsel, the Company irrevocably consents to the Executive's entering into an attorney-client relationship with such counsel, and in that connection the Company and the Executive agree that a confidential relationship shall exist between the Executive and such counsel. Without respect to whether the Executive prevails, in whole or in part, in connection with any of the foregoing, the Company will pay and be solely financially responsible for any and all attorneys' and related fees and expenses incurred by the Executive in connection with any of the foregoing; provided that, in regard to such matters, the Executive has not acted in bad faith or with no colorable claim of success.

(2) To ensure that the provisions of this Agreement can be enforced by the Executive, certain trust arrangements ("Trusts") have been established between KeyTrust Company of Ohio, N.A., as Trustee ("Trustee"), and the Company. Each of Trust Agreement No. 1 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 1"), Trust Agreement No. 2 (Amended and Restated Effective June 1, 1997) ("Trust Agreement No. 2"), and Trust Agreement No. 7 dated April 9, 1991, as amended ("Trust Agreement No. 7"), as it may be subsequently amended and/or restated, between the Trustee and the Company, sets forth the terms and conditions relating to payment from Trust Agreement No. 1 of compensation, pension benefits and other benefits pursuant to the Plan owed by the Company, payment from Trust Agreement No. 2 for attorneys' fees and related fees and expenses pursuant to Section 11(a) hereof owed by the Company, and payment from Trust Agreement No. 7 of pension benefits owed by the Company. Executive shall make demand on the Company for any payments due Executive pursuant to Section 11(a) hereof prior to making demand therefor on the Trustee under Trust Agreement No. 2.

(3) Upon the earlier to occur of (i) a Change in Control or (ii) a declaration by the Board that a Change Control is imminent, the Company shall promptly to the extent it has not previously done so, and in any event within five (5) business days:

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(1) transfer to Trustee to be added to the principal of the Trust under Trust Agreement No. 1 a sum equal to (I) the present value on the date of the Change in Control (or on such fifth business day if the Board has declared a Change in Control to be imminent) of the payments to be made to each Executive under the provisions of Annex A and Section 6 hereof, such present value to be computed using the assumptions set forth in Annex A hereof and the computations provided for in Section 6 hereof less (II) the balance in the Executives' accounts provided for in Trust Agreement No. 1 as of the most recent completed valuation thereof, as certified by the Trustee under Trust Agreement No. 1 less (III) the balance in the Executives' accounts provided for in Trust Agreement No. 7 as of the most recently completed valuation thereof, as certified by the Trustee under Trust Agreement No. 7; provided, however, that if the Trustee under Trust Agreement No. 1 and/or Trust Agreement No. 7 does not so certify by the end of the fourth (4th) business day after the earlier of such Change in Control or declaration, then the balance of such respective accounts shall be deemed to be zero. Any payments of compensation, pension or other benefits by the Trustee pursuant to Trust Agreement No. 1 or Trust Agreement No. 7 shall, to the extent thereof, discharge the Company's obligation to pay compensation, pension and other benefits hereunder, it being the intent of the Company that assets in such Trusts be held as security for the Company's obligation to pay compensation, pension and other benefits under this Plan; and

(2) transfer to the Trustee to be added to the principal of the Trust under Trust Agreement No. 2 the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) less any principal in such Trust on such fifth business day. Any payments of the Executive's attorneys' and related fees and expenses by the Trustee pursuant to Trust Agreement No. 2 shall, to the extent thereof, discharge the Company's obligation hereunder, it being the intent of the Company that assets in such Trust be held as security for the Company's obligation under Section 11(a) hereof. The entire corpus of the Trust under

Trust Agreement No. 2 will be \$250,000 and said amount will be available to discharge not only the obligations of the Company to Executive under Section 11(a) hereof, but also similar obligations of the Company to other executives and employees under similar provisions of other agreements and plans.

12. EMPLOYMENT RIGHTS. Nothing expressed or implied in the Plan shall create any right or duty on the part of the Company, a Subsidiary or an Executive to have the Executive remain in the employment of the Company or a Subsidiary at any time prior to or following a Change in Control. Any termination of employment of the Executive or the removal of the Executive from the office or position in the Company or a Subsidiary prior to a Change in Control but following the commencement of any discussion with any third person that ultimately results in a Change in Control shall be deemed to be a termination or removal of the Executive after a Change in Control for all purposes of the Plan.

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13. WITHHOLDING OF TAXES. The Company may withhold from any amounts payable under the Plan all federal, state, city or other taxes as shall be required pursuant to any law or government regulation or ruling.

14. SUCCESSORS AND BINDING EFFECT.

(1) The Company shall require any successor, (including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise, and such successor shall thereafter be deemed the Company for the purposes of the Plan), to assume and agree to perform the obligations under the Plan in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. The Plan shall be binding upon and inure to the benefit of the Company and any successor to the Company, but shall not otherwise be assignable, transferable or delegable by the Company.

(2) The rights under the Plan shall inure to the benefit of and be enforceable by each Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees.

(3) The rights under the Plan are personal in nature and neither the Company nor any Executive shall, without the consent of the other, assign, transfer or delegate the Plan or any rights or obligations hereunder except as expressly provided in this Section. Without limiting the generality of the foregoing, an Executive's right to receive payments hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his or her will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section, the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

(4) The obligation of the Company to make payments and/or provide benefits hereunder shall represent an unsecured obligation of the Company.

(5) The Company recognizes that each Executive will have no adequate remedy at law for breach by the Company of any of the agreements contained herein and, in the event of any such breach, the Company hereby agrees and consents that each Executive shall be entitled to a decree of specific performance, mandamus or other appropriate remedy to enforce performance of obligations of the Company under the Plan.

15. GOVERNING LAW. The validity, interpretation, construction and performance of the Plan shall be governed by the laws of the State of Ohio, without giving effect to the principals of conflict of laws of such State.

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16. VALIDITY. If any provisions of the Plan or the application of any provision hereof to any person or circumstance is held invalid, unenforceable or otherwise illegal, the remainder of the Plan and the application of such provision to any other person or circumstances shall not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal.

17. CAPTIONS. The captions in the Plan are for convenience of reference only and do not define, limit or describe the scope or intent of the Plan or any part hereof and shall not be considered in any construction hereof.

18. CONSTRUCTION. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender and the singular shall be deemed to include the plural, unless the context clearly indicates to the contrary.

19. ADMINISTRATION OF THE PLAN.

(1) IN GENERAL: The Plan shall be administered by the Company, which shall be the named fiduciary under the Plan.

(2) DELEGATION OF DUTIES: The Company may delegate any of its administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of Severance Pay and Gross-up Payments, to named administrator or administrators.

(3) REGULATIONS: The Company shall promulgate any rules and regulations it deems necessary in order to carry out the purposes of the Plan or to interpret the terms and conditions of the Plan; provided, however, that no rule, regulation or interpretation shall be contrary to the provisions of the Plan.

(4) CLAIMS PROCEDURE: Subject to the provisions of Section 6, the Company shall determine the rights of any employee of the Company to any Severance Compensation or a Gross-up Payment hereunder. Any employee or former employee of the Company or a Subsidiary who believes that he has not received any benefit under the Plan to which he believes he is entitled, may file a claim in writing with the Vice President Human Resources. The Company shall, no later than 90 days after the receipt of a claim, either allow or deny the claim by written notice to the claimant. If a claimant does not receive written notice of the Company's decision on his claim within such 90-day period, the claim shall be deemed to have been denied in full.

A denial of a claim by the Company, wholly or partially, shall be written in a manner calculated to be understood by the claimant and shall include:

(1) the specific reason or reasons for the denial;

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(2) specific reference to pertinent Plan provisions on which the denial is based;

(3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(4) an explanation of the claim review procedure.

A claimant whose claim is denied (or his duly authorized representative) may, within 30 days after receipt of denial of his claim, request a review of such denial by the Company by filing with the Secretary of the Company a written request for review of his claim. If the claimant does not file a request for review with the Company within such 30-day period, the claimant shall be deemed to have acquiesced in the original decision of the Company on his claim. If a written request for review is so filed within such 30-day period, the Company shall conduct a full and fair review of such claim. During such full review, the claimant shall be given the opportunity to review documents that are pertinent to his claim and to submit issues and comments in writing. The Company shall notify the claimant of its decision on review within 60 days after receipt of a request for review. Notice of the decision on review shall be in writing. If the decision on review is not furnished to the claimant within such 60-day period, the claim shall be deemed to have been denied on review.

(5) REVOCABILITY OF ACTION: Any action taken by the Company with respect to the rights or benefits under the Plan of any Executive shall be revocable by the Company as to payments or distributions not yet made to such person, and acceptance of Severance Pay or a Gross-up Payment under the Plan constitutes acceptance of and agreement to the Company making any appropriate adjustments in future payments or distributions to such person to offset any excess or underpayment previously made to him.

(6) REQUIREMENT OF RECEIPT: Upon receipt of any Severance Compensation or a Gross-up Payment hereunder, the Company reserves the right to require any Executive to execute a receipt evidencing the amount and payment of such Severance Compensation and/or Gross-up Payment.

20. AMENDMENT AND TERMINATION. The Company reserves the right, except as hereinafter provided, at any time and from time to time, to amend, modify, change or terminate the Plan and/or any Committee Action, including any Exhibit thereto; provided, however, that any such amendment, modification, change or termination that adversely affects the rights of any Executive who benefits from Section 4(c) of the Plan may not be made without the written consent of such Executive; and provided, further, however, that after the occurrence of a Change in Control any such amendment, modification, change or termination that adversely affects the rights of any Executive under the Plan may not be made without the written consent of any such Executive.

21. OTHER PLANS, ETC. If the terms of this Plan are inconsistent with the provisions of any other plan, program, contract or arrangement of the Company or any Subsidiary, to the extent such

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plan, program, contract or arrangement may be amended by the Company or a Subsidiary, the terms of the Plan will be deemed to so amend such plan, program, contract or arrangement, and the terms of the Plan will govern. The Plan supersedes and replaces the Cleveland-Cliffs Inc Key Employee Severance Pay Plan, which is terminated effective January 1, 2000.

IN WITNESS WHEREOF, Cleveland-Cliffs Inc has caused the Plan to be executed this ___ day of February, 2000.

CLEVELAND-CLIFFS INC

By: /s/ Richard F. Novak

Its: Vice President - Human Resources

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CLEVELAND-CLIFFS INC
CHANGE IN CONTROL SEVERANCE PAY PLAN

EXHIBIT A

SEVERANCE COMPENSATION

1. PROVISIONS APPLICABLE TO EXECUTIVES WHO ARE SENIOR VICE PRESIDENTS, VICE PRESIDENTS, CONTROLLER AND SECRETARY:

(1) A lump sum payment in an amount equal to two times the sum of (A) Base Pay (at the highest rate in effect for any period prior to the Executive's date of termination), plus (B) Incentive Pay (in an amount equal to not less than the greater of (i) the target bonus and/or target award opportunity for the fiscal year immediately preceding the year in which the Change in Control occurred, or (ii) the target bonus and/or target award opportunity for the fiscal year in which the Executive's date of termination occurs).

(2) For a period of 24 months following the Executive's date of termination (the "Continuation Period"), the Company will arrange to provide the Executive with Employee Benefits that are welfare benefits (but not stock option, performance share, performance unit, stock purchase, stock appreciation or similar compensatory benefits) substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Executive's date of termination (or, if greater, immediately prior to the reduction, termination, or denial described in Section 4(c)(ii) or Section 4(d)(i)). If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, then the Company will itself pay or provide for the payment to the Executive, his dependents and beneficiaries, of such Employee Benefits along with, in the case of any benefit described in this Paragraph 2 which is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or his dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Notwithstanding the foregoing, or any other provision of the Plan, for purposes of determining the period of continuation coverage to which the Executive or any of his dependents is entitled pursuant to Section 4980B of the Code (or any successor provision thereto) under the Company's medical, dental and other group health plans, or successor plans, the Executive's "qualifying event" shall be the termination of the Continuation Period and the Executive shall be considered to have remained actively employed on a full-time basis through that date. Without otherwise limiting the purposes or effect of Section 5, Employee Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable welfare benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's date of termination, and any such benefits actually received by the Executive shall be reported by the Executive to the Company.

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2. PROVISIONS APPLICABLE TO EXECUTIVES WHO ARE MINE GENERAL MANAGERS:

(1) A lump sum payment in an amount equal to one times the sum of (A) Base Pay (at the highest rate in effect for any period prior to the Executive's date of termination), plus (B) Incentive Pay (in an amount equal to not less than the greater of (i) the target bonus and/or target award opportunity for the fiscal year immediately preceding the year in which the Change in Control occurred, or (ii) the target bonus and/or target award opportunity for the fiscal year in which the Executive's date of termination occurs).

(2) For a period of 12 months following the Executive's date of termination (the "Continuation Period"), the Company will arrange to provide the

Executive with Employee Benefits that are welfare benefits (but not stock option, performance share, performance unit, stock purchase, stock appreciation or similar compensatory benefits) substantially similar to those that the Executive was receiving or entitled to receive immediately prior to the Executive's date of termination (or, if greater, immediately prior to the reduction, termination, or denial described in Section 4(c)(ii) or Section 4(d)(i)). If and to the extent that any benefit described in this Paragraph 2 is not or cannot be paid or provided under any policy, plan, program or arrangement of the Company or any Subsidiary, as the case may be, then the Company will itself pay or provide for the payment to the Executive, his dependents and beneficiaries, of such Employee Benefits along with, in the case of any benefit described in this Paragraph 2 which is subject to tax because it is not or cannot be paid or provided under any such policy, plan, program or arrangement of the Company or any Subsidiary, an additional amount such that after payment by the Executive, or his dependents or beneficiaries, as the case may be, of all taxes so imposed, the recipient retains an amount equal to such taxes. Notwithstanding the foregoing, or any other provision of the Plan, for purposes of determining the period of continuation coverage to which the Executive or any of his dependents is entitled pursuant to Section 4980B of the Code (or any successor provision thereto) under the Company's medical, dental and other group health plans, or successor plans, the Executive's "qualifying event" shall be the termination of the Continuation Period and the Executive shall be considered to have remained actively employed on a full-time basis through that date. Without otherwise limiting the purposes or effect of Section 5, Employee Benefits otherwise receivable by the Executive pursuant to this Paragraph 2 will be reduced to the extent comparable welfare benefits are actually received by the Executive from another employer during the Continuation Period following the Executive's date of termination, and any such benefits actually received by the Executive shall be reported by the Executive to the Company.

3. PROVISIONS APPLICABLE TO ALL EXECUTIVES:

(1) A lump sum payment (the "SRP Payment") in an amount equal to the sum of the future pension benefits (converted to a lump sum of actuarial equivalence) which the Executive would have been entitled to receive two years following the Executive's date of termination of employment, under the SRP, and as modified by this Paragraph (3) (assuming Base Salary and Incentive Pay as determined in Paragraph (1), if the Executive had remained in the full-time

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employment of the Company until two years following the Executive's date of termination of employment.

The calculation of the SRP Payment and its actuarial equivalence shall be made as of the Executive's date of termination. The lump sum of actuarial equivalence shall be calculated as of two years following the Executive's date of termination of employment using the assumptions and factors used in the SRP, and such sums shall be discounted to the date of payment using a discount rate prescribed for purposes of valuation computations under Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision thereto, or if no rate is so prescribed, a rate equal to the then "applicable interest rate" under Section 417 (e) (3) (A) (ii) (II) of the Code.

The Company hereby waives the discretionary right, at any time subsequent to the date of a Change in Control, to amend or terminate the SRP as to the Executive as provided in paragraph 8 thereof or to terminate the rights of the Executive or his beneficiary under the SRP in the event Executive engages in a competitive business as provided in any plan or arrangement between the Company and the Executive or applicable to the Executive, including but not limited to, the provisions of paragraph 4 of the SRP, or any similar provisions of any such plan or arrangement or other plan or arrangement supplementing or superseding the same. This Paragraph (3) shall constitute a "Supplemental Agreement" as defined in Paragraph 1.J of the SRP. If the Company shall terminate the Executive's employment during the Severance Period, other than for Cause as defined in Section 3(c)(i), 3(c)(ii) or 3(c)(iii) of the Plan, or if the Executive shall terminate his employment pursuant to Section 4(c) or Section 4(d) of the Plan, or if, following the end of the Severance Period, the Executive's employment is terminated for any reason, for the purposes of computing the Executive's period of continuous service and of calculating and paying his benefit under the SRP:

(A) At the time of his termination of employment with the Company (by death or otherwise), the Executive shall be credited with years of continuous service for benefit accrual and eligibility equal to the greater of (i) the number of his actual years of continuous service or (ii) the number of years of continuous service he would have had if he had continued his employment with the Company until the expiration of the second anniversary of his termination of employment, and had he attained the greater of (iii) his actual chronological age, (iv) sixty-five, or (v) his chronological age at the expiration of the second anniversary of his termination of employment. In addition, the Executive shall be eligible for a 30-year pension benefit based upon his years of continuous service as computed under the preceding sentence. Such Executive shall be eligible to commence the 30-year pension benefit on the earlier of (vi) the date upon which the

Executive would have otherwise reached 30 years of continuous service with the Company but for his termination of employment after the Change in Control at which time the Executive shall be deemed to be age 65, or (vii) the date upon which the sum of the Executive's years of continuous service (as computed in the first sentence of this subparagraph (A)) and the Executive's Credited Years of Industry Service is equal to 30 years of service, at which time the Executive shall be deemed to be age 65; and

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(B) The Executive shall be a "Participant" in the SRP, notwithstanding any limitations therein. The terms of the Plan and this Exhibit A shall take precedence to the extent they are contrary to provisions contained in the SRP.

Payment of the SRP Payment by the Company shall be deemed to be a satisfaction of all obligations of the Company to the Executive under the SRP.

(4) Base Salary through the Executive's date of termination plus pro rata Incentive Pay for the year in which the Executive's date of termination occurs calculated at the greater of (i) the target bonus and/or target opportunity or (ii) actual performance, in each case for the fiscal year in which the Executive's date of termination occurs.

(5) In lieu of the Executive's right to receive deferred compensation under the Voluntary Non-Qualified Deferred Compensation Plan or any other plan providing for deferral of amounts otherwise payable to the Executive, a lump sum payment in cash in an amount equal to 100% of the Executive's cash and stock account balances under such plans.

(6) Outplacement services by a firm selected by the Executive, at the expense of the Company in an amount up to 15% of the Executive's Base Pay.

(7) Post-retirement, medical, hospital, surgical and prescription drug coverage for the lifetime of the Executive, his spouse and any eligible dependents equivalent to that which would have been furnished on the day prior to a change in control to an officer who retired on such date with full eligibility for such benefits.

(8) NON-COMPETE PERIOD. The non-competition period for each Executive who is a Senior Vice President, a Vice President, Controller or Secretary of the Company is two (2) years following his termination of employment with the Company and the Subsidiaries. The non-competition period for each Executive who is a Mine General Manager of a Subsidiary is one (1) year following his termination of employment with the Company and the Subsidiaries.

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CLEVELAND-CLIFFS INC
CHANGE IN CONTROL SEVERANCE PAY PLAN

EXHIBIT B

FORM OF CONFIDENTIALITY AND NON-COMPETE AGREEMENT

WHEREAS, the Executive's employment has been terminated in accordance with Section 4(b), (c) or (d) of the Cleveland-Cliffs Inc Change in Control Severance Pay Plan (the "Plan"); and

WHEREAS, the Executive is required to sign this Confidentiality and Non-Compete Agreement ("Agreement") in order to receive the Severance Compensation (as such term is defined in the Plan) as described in Exhibit A of the Plan and the other benefits described in the Plan.

NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agree as follows:

1. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective on the date hereof and will continue in effect as provided herein.

2. CONFIDENTIALITY; CONFIDENTIAL INFORMATION. In consideration of the payments to be made and the benefits to be received by the Executive pursuant to the Plan:

(a) The Company and the Executive agree that the Company and its Subsidiaries have disclosed to Executive their confidential or proprietary information (as defined in this Section 2 to the extent necessary for Executive to carry out his prior obligations to the Company. The Executive hereby covenants and agrees that he will not, without the prior written consent of the Company, during the Term or thereafter disclose to any person not employed by the Company or a Subsidiary, or use in connection with engaging in competition with the

Company, any confidential or proprietary information of the Company or a Subsidiary. For purposes of this Agreement, the term "confidential or proprietary information" will include all information of any nature and in any form that is owned by the Company and that is not publicly available (other than by Executive's breach of this Section 2(a)) or generally known to persons engaged in businesses similar or related to those of the Company. Confidential or proprietary information will include, without limitation, the Company's financial matters, customers, employees, industry contracts, strategic business plans, product development (or other proprietary product data), marketing plans, and all other secrets and all other information of a confidential or proprietary nature. For purposes of the preceding two sentences, the term "Company" will also include any Subsidiary (collectively, the "Restricted Group"). The foregoing obligations imposed by this Section 2(a) will not

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apply (i) if such confidential or proprietary information will have become, through no fault of the Executive, generally known to the public or (ii) if the Executive is required by law to make disclosure (after giving the Company notice and an opportunity to contest such requirement).

(b) The Executive hereby covenants and agrees that during the period specified in Section 3, Executive will not, without the prior written consent of the Company, which consent shall not unreasonably be withheld, on behalf of Executive or on behalf of any person, firm or company, directly or indirectly, attempt to influence, persuade or induce, or assist any other person in so persuading or inducing, any employee of the Restricted Group to give up, or to not commence, employment or a business relationship with the Restricted Group.

(c) The Executive further agrees that he shall return, within 10 days of the effective date of his termination as an employee of the Company and any Subsidiary, in good condition, all property of the Company and any Subsidiary then in his possession, including, without limitation, whether in hard copy or in media (i) property, documents and/or all other materials (including copies, reproductions, summaries and/or analyses) which constitute, refer or relate to Confidential Information of the Company or any Subsidiary, (ii) keys to property of the Company or any Subsidiary, (iii) files and (iv) blueprints or other drawings.

(d) The Executive further acknowledges and agrees that his obligation of confidentiality shall survive until and unless such Confidential Information of the Company or any Subsidiary shall have become, through no fault of the Executive, generally known to the public or the Executive is required by law (after providing the Company with notice and opportunity to contest such requirement) to make disclosure. The Executive's obligations under this Section are in addition to, and not in limitation or preemption of, all other obligations of confidentiality which the Executive may have to the Company and any Subsidiary under general legal or equitable principles or statutes.

3. NON-COMPETE. The Executive agrees that he will not, for a period of ____ years following his termination with the Company and the Subsidiaries, engage in Competitive Activity.

4. NONSOLICITATION. The Executive further agrees that he will not, directly or indirectly, for a period of ____ years following his termination with the Company and the Subsidiaries:

(a) induce or attempt to induce customers, business relations or accounts of the Company or any of the Subsidiaries to relinquish their contracts or relationships with the Company or any of the Subsidiaries; or

(b) solicit, entice, assist or induce other employees, agents or independent contractors to leave the employ of the Company or any of the Subsidiaries or to terminate their engagements with the Company and/or any of the Subsidiaries or assist any competitors

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of the Company or any of the Subsidiaries in securing the services of such employees, agents or independent contractors.

5. DEFINITIONS. Where the following words and phrases appear in this Agreement, they have the respective meanings set forth below, unless their context clearly indicates otherwise:

(a) "Competitive Activity" means the Executive's participation, without the written consent of an officer of the Company, in the management of any business enterprise if such enterprise engages in substantial and direct

competition with the Company or any Subsidiary and such enterprise's sales of any product or service competitive with any product or service of the Company or any Subsidiary amounted to 5% of such enterprise's net sales for its most recently completely fiscal year and if the Company's net sales of said product or service amounted to 5% of, as applicable, the Company's or Subsidiary's net sales for its most recently completed fiscal year. "Competitive Activity" will not include (i) the mere ownership of 5% or more of securities in any such enterprise and the exercise of rights appurtenant thereto or (ii) participation in the management of any such enterprise other than in connection with the competitive operations of such enterprise.

(b) "Subsidiary" means any entity in which the Company directly or indirectly owns more than 50% or more of the outstanding capital or profits interests or Voting Stock.

(c) "Voting Stock" means securities entitled to vote generally in the election of directors.

IN WITNESS WHEREOF, the Executive has executed and delivered this Agreement on the date set forth below.

Dated:

Executive

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CLEVELAND-CLIFFS INC
CHANGE IN CONTROL SEVERANCE PAY PLAN

EXHIBIT C

FORM OF RELEASE

WHEREAS, the Executive's employment has been terminated in accordance with Section 4(b), (c) or (d) of the Cleveland-Cliffs Inc Change in Control Severance Pay Plan (the "Plan"); and

WHEREAS, the Executive is required to sign this Release in order to receive the Severance Compensation (as such term is defined in the Plan) as described in Exhibit A of the Plan and the other benefits described in the Plan.

NOW THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the Executive agrees as follows:

1. This Release is effective on the date hereof and will continue in effect as provided herein.

2. In consideration of the payments to be made and the benefits to be received by the Executive pursuant to the Plan, which the Executive acknowledges are in addition to payments and benefits which the Executive would be entitled to receive absent the Plan (other than severance pay and benefits under any other severance plan, policy, program or arrangement sponsored by Cleveland-Cliffs Inc), the Executive, for himself and his dependents, successors, assigns, heirs, executors and administrators (and his and their legal representatives of every kind), hereby releases, dismisses, remises and forever discharges Cleveland-Cliffs Inc, its predecessors, parents, subsidiaries, divisions, related or affiliated companies, officers, directors, stockholders, members, employees, heirs, successors, assigns, representatives, agents and counsel (the "Company") from any and all arbitrations, claims, including claims for attorney's fees, demands, damages, suits, proceedings, actions and/or causes of action of any kind and every description, whether known or unknown, which Executive now has or may have had for, upon, or by reason of any cause whatsoever ("claims"), against the Company, including but not limited to:

(a) any and all claims arising out of or relating to Executive's employment by or service with the Company and his termination from the Company;

(b) any and all claims of discrimination, including but not limited to claims of discrimination on the basis of sex, race, age, national origin, marital status, religion or handicap, including, specifically, but without limiting the generality of the foregoing, any

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claims under the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with

(c) any and all claims of wrongful or unjust discharge or breach of any contract or promise, express or implied.

3. Executive understands and acknowledges that the Company does not admit any violation of law, liability or invasion of any of his rights and that any such violation, liability or invasion is expressly denied. The consideration provided for this Release is made for the purpose of settling and extinguishing all claims and rights (and every other similar or dissimilar matter) that Executive ever had or now may have against the Company to the extent provided in this Release. Executive further agrees and acknowledges that no representations, promises or inducements have been made by the Company other than as appear in the Plan.

4. Executive further agrees and acknowledges that:

(a) The release provided for herein releases claims to and including the date of this Release;

(b) He has been advised by the Company to consult with legal counsel prior to executing this Release, has had an opportunity to consult with and to be advised by legal counsel of his choice, fully understands the terms of this Release, and enters into this Release freely, voluntarily and intending to be bound;

(c) He has been given a period of 21 days to review and consider the terms of this Release, prior to its execution and that he may use as much of the 21 day period as he desires; and

(d) He may, within 7 days after execution, revoke this Release. Revocation shall be made by delivering a written notice of revocation to the Vice President Human Resources at the Company. For such revocation to be effective, written notice must be actually received by the Vice President Human Resources at the Company no later than the close of business on the 7th day after Executive executes this Release. If Executive does exercise his right to revoke this Release, all of the terms and conditions of the Release shall be of no force and effect and the Company shall not have any obligation to make payments or provide benefits to Executive as set forth in Sections 5, 6 and 11 of the Plan.

5. Executive agrees that he will never file a lawsuit or other complaint asserting any claim that is released in this Release.

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6. Executive waives and releases any claim that he has or may have to reemployment after _____.

IN WITNESS WHEREOF, the Executive has executed and delivered this Release on the date set forth below.

Dated: _____
_____ Executive

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CLEVELAND-CLIFFS INC

VOLUNTARY NON-QUALIFIED
DEFERRED COMPENSATION PLAN
(AMENDED AND RESTATED AS OF JANUARY 1, 1999)

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CLEVELAND-CLIFFS INC

VOLUNTARY NON-QUALIFIED DEFERRED COMPENSATION PLAN

(AMENDED AND RESTATED AS OF JANUARY 1, 1999)

ARTICLE I

PURPOSE

1.1 STATEMENT OF PURPOSE; EFFECTIVE DATE. This is the Cleveland-Cliffs Inc Voluntary Non-Qualified Deferred Compensation Plan (the "Plan") made in the form of this Plan and in related agreements between an Employer and certain management and highly compensated employees. The purpose of the Plan is to provide management and highly compensated employees of the Employers with the option to defer the receipt of a portion of their regular compensation, bonuses or performance shares payable for services rendered to the Employer. In addition, the Plan contains as Annex A a Management Share Acquisition Program (the "MSAP"), the purpose of which is to provide designated management employees with the opportunity to make deferred purchases of shares of the Company's common stock through deferral of their bonuses. In order to encourage participation in the MSAP, the Company will provide matching grants for such deferrals. The MSAP shall be subject to the special terms and conditions specified in Annex A. It is intended that the Plan will assist in attracting and retaining qualified individuals to serve as officers and key managers of the Employers. The Plan, originally effective as of June 1, 1989, as amended, is amended and restated as of January 1, 1999.

ARTICLE II

DEFINITIONS

When used in this Plan and initially capitalized, except as may otherwise be provided in the MSAP, the following words and phrases shall have the meanings indicated:

2.1 ACCOUNT. "Account" means the sum of a Participant's Deferral Account and Matching Account under the Plan.

2.2 BASE SALARY. "Base Salary" means a Participant's base earnings paid by an Employer to a Participant without regard to any increases or decreases in base earnings as a result of an election to defer base earnings under this Plan, or an election between benefits or cash provided under a plan of an Employer maintained pursuant to Section 125 or 401(k) of the Code.

2.3 BENEFICIARY. "Beneficiary" means the person or persons designated or deemed to be designated by the Participant pursuant to Article VII of the Plan and of Annex A to receive benefits payable under the Plan in the event of the Participant's death.

2.4 BOARD. "Board" means the Board of Directors of the Company.

2.5 BONUS. "Bonus" means a Participant's annual bonus paid by an Employer to a Participant under the Cleveland-Cliffs Inc Management Performance Incentive Plan or Mine Performance Plan without regard to any decreases as a result of an election to defer all or any portion of a bonus under this Plan, or an election between benefits or cash provided under a plan of an Employer maintained pursuant to Section 401(k) of the Code.

2.6 CASH AWARD. "Cash Award" means any compensation payable in cash to an Eligible Employee for his or her services to the Company or a Selected Affiliate pursuant to the Company's 1992 Incentive Equity Plan.

2.7 CASH DIVIDEND BENEFIT. "Cash Dividend Benefit" means an in-service distribution described in Section 6.4(c).

2.8 CHANGE IN CONTROL. "Change in Control" means the occurrence of any of the following events:

(i) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of the combined voting power of the then outstanding Voting Stock of the Company; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) any issuance of Voting Stock of the Company directly from the Company that is approved by the Incumbent Board (as defined in Section 1(d)(ii), below), (B) any acquisition by the Company of Voting Stock of the Company, (C) any acquisition of Voting Stock of the Company by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (D) any acquisition of Voting Stock of the Company by any Person pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii), below; or

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) consummation of a reorganization, merger or consolidation involving the Company, a sale or other disposition of all or substantially all of the assets of the

prior to such Business Combination beneficially own, directly or indirectly, more than 55% of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other as their ownership, immediately prior to such Business Combination, of the Voting Stock of the Company, (B) no Person (other than the Company, such entity resulting from such Business Combination, or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the combined voting power of the then outstanding shares of Voting Stock of the entity resulting from such Business Combination, and (C) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (A), (B) and (C) of Section 1(d)(iii).

2.9 CODE. "Code" means the Internal Revenue Code of 1986, as amended.

2.10 COMMITTEE. "Committee" has the meaning set forth in Section 8.1.

2.11 COMPANY. "Company" means Cleveland-Cliffs Inc and any successor thereto.

2.12 COMPENSATION. "Compensation" means the Base Salary and Bonus payable with respect to an Eligible Employee for each calendar year.

2.13 DECLARED RATE. "Declared Rate" for any period means the Moody's Corporate Average Bond Yield, as adjusted on the first business day of each January, April, July and October.

2.14 DEFERRAL ACCOUNT. "Deferral Account" means the account maintained on the books of the Employer pursuant to Article V for the purpose of accounting for (i) the amount of Compensation that a Participant elects to defer under the Plan, (ii) the portion of a Cash Award that a Participant elects to defer in cash under the Plan, and (iii) an Employment Agreement Contribution (if any) made on behalf of a Participant.

2.15 DEFERRAL BENEFIT. "Deferral Benefit" means the benefit payable to a Participant or his or her Beneficiary pursuant to Article VI and based on such Participant's Account.

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2.16 DEFERRED SHARE AWARD ACCOUNT. "Deferred Share Award Account" means the account maintained on the books of the Employer for a Participant pursuant to Article V.

2.17 DEFERRED SHARE AWARD BENEFIT. "Deferred Share Award Benefit" means the benefits payable in Shares to a Participant or his or her Beneficiary pursuant to Article V and based on such Participant's Deferred Share Award Account.

2.18 DETERMINATION DATE. "Determination Date" means a date on which the amount of a Participant's Account is determined as provided in Article V. The last business day of each month and any other date selected by the Committee shall be a Determination Date.

2.19 ELIGIBLE EMPLOYEE. "Eligible Employee" means a senior corporate officer of the Company or a full-time salaried employee of an Employer who has a Management Performance Incentive Plan or Mine Performance Plan Salary Grade EX-28 or above.

2.20 EMERGENCY BENEFIT. "Emergency Benefit" has the meaning set forth in Section 6.3.

2.21 EMPLOYER. "Employer" means, with respect the Participant, the Company or the Selected Affiliate which pays such Participant's Compensation.

2.22 EMPLOYMENT AGREEMENT. "Employment Agreement" means a written agreement between an Employer and an Eligible Employee that provides for the deferral of compensation, and that may also provide for vesting, the crediting of earnings and other terms and conditions with respect to such deferred compensation.

2.23 EMPLOYMENT AGREEMENT CONTRIBUTION. "Employment Agreement Contribution" means any amount contributed to the Plan by an Employer pursuant

to an Employment Agreement.

2.24 FAIR MARKET VALUE. "Fair Market Value" means the average of the highest and lowest sales prices of a Share on the specified date (or, if no Share was traded on such date, on the next preceding date on which it was traded) as reported in The Wall Street Journal.

2.25 MATCHING ACCOUNT. "Matching Account" means the account maintained on the books of an Employer pursuant to Article V for the purpose of accounting for the Matching Amount for each Participant.

2.26 MATCHING AMOUNT. "Matching Amount" means the amount credited to a Participant's Matching Account under Section 4.2.

2.27 MATCHING PERCENTAGE. "Matching Percentage" means the matching contribution percentage in effect for a specific Plan Year under the Savings Plan.

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2.28 1992 INCENTIVE EQUITY PLAN. "1992 Incentive Equity Plan" means the Company's 1992 Incentive Equity Plan (as Amended and Restated as of May 13, 1997).

2.29 PARTICIPANT. "Participant" means any Eligible Employee who elects to participate by filing a Participation Agreement as provided in Section 3.2, or in Annex A.

2.30 PARTICIPATION AGREEMENT. "Participation Agreement" means the agreement filed by a Participant, in the form prescribed by the Committee, pursuant to Section 3.2, or Annex A.

2.31 PLAN. "Plan" means the Cleveland-Cliffs Inc Voluntary Non-Qualified Deferred Compensation Plan, as amended from time to time. The Plan includes Annex A.

2.32 PLAN YEAR. "Plan Year" means a twelve-month period commencing January 1 and ending the following December 31.

2.33 SAVINGS PLAN. "Savings Plan" means, with respect to a Participant, one or more of the Cliffs and Associated Employers Salaried Employees Supplemental Retirement Savings Plan and the Northshore Mining Company and Silver Bay Power Company Retirement Savings Plan for which he or she is eligible to contribute.

2.34 SELECTED AFFILIATE. "Selected Affiliate" means (1) any corporation in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the chain owns or controls, directly or indirectly, stock possessing not less than 50 per cent of the total combined voting power of all classes of stock in one of the other corporations, or (2) any partnership or joint venture in which one or more of such corporations is a partner or venturer, each of which shall be selected by the Committee.

2.35 SHARE. "Share" means a share of common stock of the Company.

2.36 SHARE AWARD. "Share Award" means any compensation payable in Shares to an Eligible Employee for his or her services to the Company or a Selected Affiliate pursuant to the Company's 1992 Incentive Equity Plan, including Restricted Shares.

2.37 UNIT. "Unit" means an accounting unit equal in value to one (1) Share. The number of Units included in any Deferred Share Award Account shall be adjusted as appropriate to reflect any stock dividend, stock split, recapitalization, merger, spinoff or other similar event affecting Shares.

ARTICLE III

ELIGIBILITY AND PARTICIPATION

3.1 ELIGIBILITY. Eligibility to participate in the Plan for any Plan Year with respect to deferral of Compensation is limited to those Eligible Employees who have elected to make the maximum elective contributions permitted them under the terms of the Savings Plan for

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such Plan Year. Any Eligible Employee is eligible to participate in the Plan for any Plan Year with respect to deferral of a Cash Award and/or a Share Award.

3.2 PARTICIPATION. Participation in the Plan shall be limited to Eligible Employees who elect to participate in the Plan by filing a Participation Agreement with the Committee, or on whose behalf an Employment Agreement Contribution is made to the Plan by an Employer. A properly completed and executed Participation Agreement shall be filed on or prior to the December

31 immediately preceding the Plan Year in which the Participant's participation in the Plan will commence. The election to participate shall be effective on the first day of the Plan Year following receipt by the Committee of the Participation Agreement. In the event that an Eligible Employee first becomes eligible to participate in the Plan or first commences employment during the course of a Plan Year, a Participation Agreement shall be filed with the Committee not later than 30 days following his eligibility date or date of employment. Each Participation Agreement shall be effective only with regard to (i) Compensation, and, with respect to the MSAP, Bonus earned and payable following the later of the effective date of the Participation Agreement or the date the Participation Agreement is filed with the Committee, and (ii) a Cash Award and/or a Share Award the payment of which, if subsequently earned, is not earlier than the beginning of the second Plan Year following the date the Participation Agreement is filed with the Committee.

3.3 TERMINATION OF PARTICIPATION. A Participant may elect to terminate his or her participation in the Plan by filing a written notice thereof with the Committee. The termination shall be effective at any time specified by the Participant in the notice but (i) with respect to deferral of Compensation, and, with respect to the MSAP, Bonus, not earlier than the first day of the Plan Year immediately succeeding the Plan Year in which such notice is filed with the Committee, and (ii) with respect to deferral of a Cash Award and/or a Share Award, only with respect to a Cash Award and/or a Share Award which becomes vested not earlier than the last day of the Plan Year which next follows the Plan Year in which such notice is filed with the Committee. Amounts credited to such Participant's Account or Deferred Share Award Account with respect to periods prior to the effective date of such termination shall continue to be payable pursuant to, receive interest on (where applicable), and otherwise governed by, the terms of the Plan. Notwithstanding any other provision of this Article III, a Participant who is actively employed by the Employer and who elects a distribution pursuant to Section 6.7 shall immediately terminate his or her participation in the Plan for the balance, if any, of the Plan Year during which the Participant's election is submitted to the Committee and for the next two Plan Years.

3.4 INELIGIBLE PARTICIPANT. Notwithstanding any other provisions of this Plan to the contrary, if the Committee determines that any Participant may not qualify as a "management or highly compensated employee" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or regulations thereunder, the Committee may determine, in its sole discretion, that such Participant shall cease to be eligible to participate in this Plan. Upon such determination, the Employer shall make an immediate lump sum payment to the Participant equal to the vested amount credited to his Account and Deferred Share Award Account. Upon such payment no benefit shall thereafter be payable under this Plan either to the Participant or any Beneficiary of the Participant, and all of the Participant's elections as to the time and manner of payment of his or her Account and Deferred Share Award Account will be deemed to be canceled.

ARTICLE IV

DEFERRAL OF COMPENSATION, CASH AWARDS AND SHARE AWARDS

4.1 DEFERRAL OF COMPENSATION. With respect to each Plan Year, a Participant may elect to defer a specified dollar amount or percentage of his or her Compensation, provided the amount of Compensation the Participant elects to defer under this Plan and the Savings Plan shall not exceed, in the aggregate, the sum of 25% (50% effective January 1, 1997) of his or her Base Salary net of such Participant's pretax elective deferrals under the Savings Plan, if any, plus 100% of his or her Bonus. A Participant may choose to have amounts of Compensation deferred under this Plan deducted from his or her Base Salary, Bonus or a combination of both. A Participant may change the dollar amount or percentage of his or her Compensation to be deferred by filing a written notice thereof with the Committee. Any such change shall be effective as of the first day of the Plan Year immediately succeeding the Plan Year in which such notice is filed with the Committee. Notwithstanding the foregoing, any Employment Agreement Contribution shall be deferred in accordance with the terms of the Employment Agreement.

4.2 MATCHING AMOUNTS. An Employer shall provide Matching Amounts under this Plan with respect to each Participant who is eligible to be allocated matching contributions under the Savings Plan. The total Matching Amounts under this Plan on behalf of a Participant for each Plan Year shall not exceed (i) the Matching Percentage of the Compensation deferred by a Participant under Section 4.1, up to a maximum of 7% of Compensation, less (ii) the Employer matching contributions allocated to the Participant under the Savings Plan for such Plan Year.

4.3 DEFERRAL OF CASH AWARDS. A Participant may elect to defer all or a specified dollar amount or percentage of his or her Cash Award with respect to a Plan Year, to be credited to his or her Deferral Account. A Participant may change the dollar amount or percentage of his or her Cash Award to be deferred

by filing a written notice thereof with the Committee, which shall be effective only with respect to Cash Awards which become vested not earlier than the last day of the Plan Year which next follows the Plan Year in which such notice is filed with the Committee.

4.4 CREDITING DEFERRED COMPENSATION, MATCHING AMOUNTS, CASH AWARDS AND EMPLOYMENT AGREEMENT CONTRIBUTIONS.

(a) The amount of Compensation that a Participant elects to defer shall be credited by the Employer to the Participant's Deferral Account as of the time such Compensation would otherwise become payable to the Participant.

(b) The amount of the Employment Agreement Contribution (if any) contributed for a Participant shall be credited by the Employer to the Participant's Deferral Account in accordance with the terms of the Employment Agreement.

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(c) The amount of any Cash Award that a Participant elects to defer shall be credited to the Participant's Deferral Account as of the time such Cash Award would otherwise become payable to the Participant.

(d) The Matching Amount under the Plan for each Participant shall be credited by the Employer to the Participant's Matching Account at the same time that matching contributions are allocated under the Savings Plan.

4.5 DEFERRAL OF SHARE AWARDS. A Participant may elect to defer all or a specified number of Shares, or percentage of his or her Share Award with respect to a Plan Year, to be credited to his or her Deferred Share Award Account in Units. A Participant may change the percentage of his or her Share Awards to be deferred by filing a written notice thereof with the Committee, which shall be effective only with respect to Share Awards which become vested not earlier than the last day of the Plan Year which next follows the Plan Year in which such notice is filed with the Committee. No fractional Shares shall be deferred, but the number of Shares deferred shall be rounded down to the nearest whole Share.

4.6 CREDITING OF DEFERRED SHARE AWARDS. The number of Shares in a Share Award or percentage of Share Awards that a Participant elects to defer shall be credited to the Participant's Deferred Share Award Account in Units as of the time such Share Award would otherwise become payable to the Participant. The number of Units credited to the Participant's Deferred Share Award Account shall be equal to the number of Shares of a Participant's Share Award which the Participant has elected to defer.

ARTICLE V

BENEFIT ACCOUNTS

5.1 INVESTMENT OF DEFERRAL AND MATCHING ACCOUNTS. As soon as practicable after the crediting of any amount to a Participant's Deferral Account or Matching Account, the Company may, in its sole discretion, direct that the Company invest the amount credited, in whole or in part, in such property (real, personal, tangible or intangible), other than securities of the Company, (collectively the "Investments"), as the Committee shall direct, or may direct that the Company retain the amount credited as cash to be added to its general assets. The Committee may, but is under no obligation to, direct the investment of amounts credited to a Participant's Deferral Account or Matching Account in accordance with requests made by the Participant and communicated to the Committee. Earnings from Investments shall be credited to a Participant's Deferral Account or Matching Account and shall be reinvested, as soon as practicable, in the manner provided above. The Company shall be the sole owner and beneficiary of all Investments, and all contracts and other evidences of the Investments shall be registered in the name of the Company. The Company, under the direction of the Committee, shall have the unrestricted right to sell any of the Investments included in any Participant's Deferral Account or Matching Account, and the unrestricted right to reinvest the proceeds of the sale in other Investments or to credit the proceeds of the sale to a Participant's Deferral Account or Matching Account as cash. Amounts credited to a Participant's Deferral Account or Matching Account that are not invested in Investments shall be credited to a Participant's Account as cash.

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5.2 DETERMINATION OF ACCOUNT. As of each Determination Date, a Participant's Account shall consist of the following: (i) the balance of the Participant's Account as of the immediately preceding Determination Date, plus (ii) the Participant's deferred Compensation, Matching Amounts, deferred Cash Awards and Employment Agreement Contribution (if any) credited pursuant to Section 4.4 since the immediately preceding Determination Date and any earnings and/or income credited to such amounts pursuant to Sections 5.1 and 5.3 as of such Determination Date, minus (iii) any losses or other diminution in the value of assets in such Account since the immediately preceding Determination Date, minus (iv) the aggregate amount of distributions, if any, made from such

Participant's Account since the immediately preceding Determination Date.

5.3 CREDITING OF INTEREST. As of each Determination Date, the amounts credited to a Participant's Account as cash shall be increased by the amount of interest earned since the immediately preceding Determination Date. Interest shall be credited at the Declared Rate as of such Determination Date based on the balance of the cash amounts credited to the Account since the immediately preceding Determination Date, but after such Account has been adjusted for any contributions or distributions to be credited or deducted for such period. Interest for the period prior to the first Determination Date applicable to a Participant's Account shall be deemed earned ratably over such period.

5.4 DETERMINATION OF DEFERRED SHARE AWARD ACCOUNT. On any particular date, a Participant's Deferred Share Award Account shall consist of the aggregate number of Units credited thereto pursuant to Section 4.6, plus any dividend equivalents credited pursuant to Section 5.5, minus the aggregate amount of distributions, if any, made from such Deferred Share Award Account.

5.5 CREDITING OF DIVIDEND EQUIVALENTS. Each Deferred Share Award Account shall be credited, as of the payment date of any cash dividend paid on Shares, with additional Units equal in value to the amount of cash dividends paid by the Company on that number of Shares equivalent to the Units in such Deferred Share Award Account on such payment date. Such dividend equivalents shall be valued using Fair Market Value. A Participant may elect to convert the Units representing such dividend equivalents to cash to be credited to his or her Deferral Account by filing a written notice thereof with the Committee, which shall be effective only with respect to cash dividends paid after the Plan Year in which such notice is filed with the Committee. Until a Participant or his or her Beneficiary receives his or her entire Deferred Share Award Account, the unpaid balance thereof credited in Units shall earn dividend equivalents as provided in this Section 5.5, except as provided in Section 6.4(c).

5.6 STATEMENTS. The Committee shall cause to be kept a detailed record of all transactions affecting each Participant's Account and Deferred Share Award Account and shall provide to each Participant, within 120 days after the close of each Plan Year, a written statement setting forth a description of the Investments and Units in such Participant's Account and Deferred Share Award Account and the cash balance, if any, of such Participant's Account, as of the last day of the preceding Plan Year and showing all adjustments made thereto during such Plan Year.

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5.7 VESTING OF ACCOUNT. Subject to the provisions of any Employment Agreement relating to an Employment Agreement Contribution (if any), a Participant shall be 100% vested in his or her Account and Deferred Share Award Account at all times.

ARTICLE VI

PAYMENT OF BENEFITS

6.1 PAYMENT OF DEFERRAL BENEFIT ON TERMINATION OF SERVICE OR DEATH. Upon the earlier of (i) termination of service of the Participant as an employee of the Employer and all Selected Affiliates, for reasons other than death, or (ii) the death of a Participant, the Employer shall, in accordance with this Article VI, pay to the Participant or his or her Beneficiary, as the case may be, a Deferral Benefit equal to the balance of his or her vested Account determined pursuant to Article V, less any amounts previously distributed; provided, however, that the Participant may by written notice filed with the Committee at least one (1) year prior to the Participant's voluntary termination of employment with, or retirement from, the Company and any affiliate of the Company, whether or not such affiliate is a Selected Affiliate, elect to defer commencement of the payment of his or her Deferral Benefit until a date selected in such election. Any such election may be changed by the Participant at any time and from time to time without the consent of any other person by filing a later signed written election with the Committee; provided that any election made less than one (1) year prior to the Participant's voluntary termination of employment or retirement shall not be valid, and in such case payment shall be made in accordance with the Participant's prior election, or otherwise in accordance with the first sentence of this Section 6.1.

6.2 PAYMENT OF DEFERRED SHARE AWARD BENEFIT ON TERMINATION OF SERVICE OR DEATH. Upon the earlier of (i) termination of service of the Participant as an employee of the Employer and all Selected Affiliates, for reasons other than death, or (ii) the death of a Participant, the Employer shall, in accordance with this Article VI, pay to the Participant or his or her Beneficiary, as the case may be, a Deferred Share Award Benefit equal to the balance of the Units in his or her Deferred Share Award Account determined pursuant to Article V, less any amounts previously distributed.

6.3 EMERGENCY BENEFIT. In the event that the Committee, upon written petition of a Participant, determines, in its sole discretion, that the Participant has suffered an unforeseeable financial emergency, the Employer shall pay to the Participant, as soon as practicable following such

determination, an amount necessary to meet the emergency (the "Emergency Benefit"), but not exceeding the aggregate balance of such Participant's vested Deferral Account, Matching Account and Deferred Share Award Account as of the date of such payment. For purposes of this Section 6.3, an "unforeseeable financial emergency" shall mean an unexpected need for cash arising from an illness, disability, casualty loss, sudden financial reversal or other such unforeseeable occurrence. Cash needs arising from foreseeable events such as the purchase of a house or education expenses for children shall not be considered to be the result of an unforeseeable financial emergency. The amount of the Deferral Benefit and Deferred Share Award Benefit otherwise payable under the Plan to such Participant shall be adjusted to reflect the early payment of the Emergency Benefit.

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6.4 IN-SERVICE DISTRIBUTION.

(a) A Participant may elect to receive an in-service distribution of his or her deferred Compensation, Matching Amount and earnings thereon with respect to a Plan Year beginning at any time at least four years after the date such Compensation otherwise would have been first payable. A Participant's election for an in-service distribution from his or her Account with respect to a Plan Year shall be filed in writing with the Committee before the first day of the Plan Year in which his or her deferred Compensation otherwise would have been first payable. The Participant may elect to receive an in-service distribution as provided in Section 6.5(a); provided, however, that Section 6.5(c) shall not apply to an in-service distribution. Any Deferral Benefit paid to the Participant as an in-service distribution shall reduce the amount of Deferral Benefit otherwise payable to the Participant under the Plan.

(b) A Participant may elect to receive an in-service distribution of his or her deferred Share Award and earnings with respect to a Plan Year beginning at any time at least four (4) years after the date such deferred Share Award otherwise would have been first payable. A Participant's election for an in-service distribution from his or her Deferred Share Award Account with respect to a Plan Year shall be filed in writing with the Committee not later than during the second Plan Year preceding the date the Share Award otherwise would have been first payable. The Participant may elect to receive such Deferred Share Award Benefit as an in-service distribution as provided in Section 6.5(b); provided, however, that Section 6.5(c) of the Plan shall not apply to such an in-service distribution. Any Deferred Share Award Benefit paid to the Participant as an in-service distribution shall reduce the amount of Deferred Share Award Benefit otherwise payable to the Participant under the Plan.

(c) A Participant may elect to receive an in-service distribution of his or her deferred Cash Award and earnings with a respect to a Plan Year beginning at any time at least four (4) years after the date such deferred Cash Award otherwise would have been first payable. A Participant's election for an in-service distribution from his or her Account with respect to a Cash Award for a Plan Year shall be filed in writing with the Committee not later during the second Plan Year preceding the date the Cash Award otherwise would have been first payable. The Participant may elect to receive such Deferral Benefit as an in-service distribution as provided in Section 6.5(a); provided, however, that Section 6.5(c) shall not apply to such an in-service distribution. Any Deferral Benefit paid to the Participant is an in-service distribution shall reduce the amount of Deferral Benefits otherwise payable to the Participant under the Plan.

(d) A Participant may elect to receive an in-service distribution of a Cash Dividend Benefit equal to the amount of the dividend equivalent to be credited to his or her Deferred Share Award Account pursuant to Section 5.5 as of the payment date of a cash dividend on Shares. A Participant's election for a Cash Dividend Benefit shall be filed in writing with the Committee not later than during the second Plan Year preceding the date the dividend equivalent otherwise would be so credited to his or her Deferred Share Award Account.

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6.5 FORM OF PAYMENT.

(a) The Deferral Benefit payable pursuant to Section 6.1, Section 6.4(a) or Section 6.4(c) shall be paid in one of the following forms, as elected by the Participant in his or her Participation Agreement or by written notice as provided in subsection (c) below:

(1) Annual payments of a fixed amount which shall amortize the vested Account balance, or the in-service distribution portion thereof, as of the payment commencement date elected by the Participant over a period not to exceed fifteen years (together, in the case of each payment, with earnings thereon credited after the payment commencement date pursuant to Article V).

(2) A lump sum.

(3) A combination of (1) and (2) above. The Participant shall designate the percentage payable under each option.

Notwithstanding the foregoing, the Committee may, at any time, direct that installment payments under (1) or (3) above shall be made quarterly.

(b) The Deferred Share Award Benefit payable pursuant to Section 6.2 or Section 6.4(b) shall be paid in whole Shares plus cash equal in value to any fractional Share in one of the forms set forth in Section 6.5(a), without interest, but with dividend equivalents reinvested as provided in Section 5.5; subject, however, to Section 6.4(d). For the purpose of this Section 6.5(b), each distribution from a Deferred Share Award Account shall be valued on the basis of the Fair Market Value of the Shares on the date prior to the date payment of such distribution is made.

(c) The Participant's election of the form of payment shall be made by written notice filed with the Committee at least one (1) year prior to the Participant's voluntary termination of employment with, or retirement from, the Company and any affiliate of the Company, whether or not such affiliate is a Selected Affiliate. Any such election may be changed by the Participant at any time and from time to time without the consent of any other person by filing a later signed written election with the Committee; provided that any election made less than one (1) year prior to the Participant's voluntary termination of employment or retirement shall not be valid, and in such case payment shall be made in accordance with the Participant's prior election; and provided, further, that the Committee may, in its sole discretion, waive such one (1) year period upon a request of the Participant made while an active or inactive employee of the Company.

(d) The amount of each installment under Section 6.5(a) shall be equal to the quotient obtained by dividing the Participant's Account balance as of the date of such installment payment by the number of installment payments remaining to be made to or in respect of such Participant at the time of calculation.

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(e) The Cash Dividend Benefit payable pursuant to Section 6.4(c) shall be in the form of a lump sum.

(f) If a Participant fails to make an election with respect to his or her Account in a timely manner as provided in this Section 6.4, distribution shall be made in ten (10) annual installments of cash or Shares, as applicable.

(g) A Participant's Deferral Benefit and Deferred Share Award Benefit (or the remaining portions thereof if payment to the Participant had commenced) shall be distributed to his or her Beneficiary in the form of a single lump sum payment following his or her death.

6.6 COMMENCEMENT OF PAYMENTS. Commencement of payments under Section 6.1 or Section 6.2 of the Plan shall begin as soon as practicable, and in accordance with the payment commencement date elected by the Participant, following receipt of notice by the Committee of an event which entitles a Participant (or a Beneficiary) to payments under the Plan.

6.7 SPECIAL DISTRIBUTIONS. Notwithstanding any other provision of this Article VI, a Participant, whether or not in pay status, may elect to receive a distribution of part or all of his or her Account or Deferred Share Award Account in one or more distributions if (and only if) the amount in either of such accounts subject to such distribution is reduced by six percent (6%). Any distribution made pursuant to such an election shall be made within 60 days of the date such election is submitted to the Committee. The remaining six percent (6%) of the portion of the electing Participant's account subject to such distribution shall be forfeited.

6.8 SMALL BENEFIT. In the event the Committee determines that the balance of the Participant's Account and Deferred Share Award Account is less than \$50,000 at the time of commencement of payments, the Employer may pay the benefit in the form of a lump sum payment, notwithstanding any provision of the Plan to the contrary. Such lump sum payment shall be equal to the balance of the Participant's Account, or the portion thereof payable to a beneficiary.

ARTICLE VII

BENEFICIARY DESIGNATION

7.1 BENEFICIARY DESIGNATION. Each Participant shall have the right, at any time, to designate any person or persons as his Beneficiary to whom payment under the Plan shall be made in the event of his or her death prior to complete distribution to the Participant of his or her Deferral Benefit or Deferred Share Award Benefit. Any Beneficiary designation shall be made in a written instrument filed with the Committee and shall be effective only when received in writing by

the Committee.

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7.2 AMENDMENTS. Any Beneficiary designation may be changed by a Participant by the filing of a new Beneficiary designation, which will cancel all Beneficiary designations previously filed.

7.3 NO DESIGNATION. If a Participant fails to designate a Beneficiary as provided above, or if all designated Beneficiaries predecease the Participant, then the Participant's designated Beneficiary shall be deemed to be the Participant's estate.

7.4 EFFECT OF PAYMENT. Payment to a Participant's Beneficiary (or, upon the death of a Beneficiary, to the Beneficiary's estate) shall completely discharge the Employer's obligations under the Plan.

ARTICLE VIII

ADMINISTRATION

8.1 COMMITTEE. The administrative committee for the Plan (the "Committee") shall be those members of the Compensation Committee of the Board who are not Participants, as long as there are at least three such members. If there are not at least three such non-participating persons on the Compensation Committee, the chief executive officer of the Company shall appoint other non-participating Directors or Company officers to serve on the Committee. The Committee shall supervise the administration and operation of the Plan, may from time to time adopt rules and procedures governing the Plan and shall have authority to construe and interpret the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies and ambiguities in, the language of the Plan).

8.2 AGENTS. The Committee may appoint an individual, who may be an employee of the Company, to be the Committee's agent with respect to the day-to-day administration of the Plan. In addition, the Committee may, from time to time, employ other agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Company.

8.3 BINDING EFFECT OF DECISIONS. Any decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan shall be final and binding upon all persons having any interest in the Plan.

8.4 INDEMNITY OF COMMITTEE. The Company shall indemnify and hold harmless the members of the Committee and their duly appointed agents under Section 8.2 against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to the Plan, except in the case of gross negligence or willful misconduct by any such member or agent of the Committee.

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ARTICLE IX

AMENDMENT AND TERMINATION OF PLAN

9.1 AMENDMENT. The Company, on behalf of itself and of each Selected Affiliate may at any time amend, suspend or reinstate any or all of the provisions of the Plan, except that no such amendment, suspension or reinstatement may adversely affect any Participant's Account or Deferred Share Award Account, as it existed as of the effective date of such amendment, suspension or reinstatement, without such Participant's prior written consent. Written notice of any amendment or other action with respect to the Plan shall be given to each Participant.

9.2 TERMINATION. The Company, on behalf of itself and of each Selected Affiliate, in its sole discretion, may terminate this Plan at any time and for any reason whatsoever. Upon termination of the Plan, the Committee shall take those actions necessary to administer any Accounts or Deferred Share Award Accounts existing prior to the effective date of such termination; provided, however, that a termination of the Plan shall not adversely affect the value of a Participant's Account or Deferred Share Award Account, the earnings from Investments credited to a Participant's Account under Section 5.1, the interest on cash amounts credited to a Participant's Account under Section 5.3, the crediting of dividend equivalents to a Participant's Deferred Share Award Account under Section 5.5, or the timing or method of distribution of a Participant's Account, or Deferred Share Award Account, without the Participant's prior written consent.

ARTICLE X

MISCELLANEOUS

10.1 FUNDING. Participants, their Beneficiaries, and their heirs, successors and assigns, shall have no secured interest or claim in any property or assets of the Employer. The Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Employer to pay money in the future. Notwithstanding the foregoing, in the event of a Change in Control, the Company shall create an irrevocable trust to hold funds to be used in payment of the obligations of Employers under the Plan, and the Company shall fund such trust in an amount equal to no less than the total value of the Participants' Accounts or Deferred Share Award Accounts under the Plan as of the Determination Date immediately preceding the Change in Control, provided that any funds contained therein shall remain liable for the claims of the respective Employer's general creditors.

10.2 NONASSIGNABILITY. No right or interest under the Plan of a Participant or his or her Beneficiary (or any person claiming through or under any of them), other than the surviving spouse of any deceased Participant, shall be assignable or transferable in any manner or be subject to alienation, anticipation, sale, pledge, encumbrance or other legal process or in any manner be liable for or subject to the debts or liabilities of any such Participant or Beneficiary. If

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any Participant or Beneficiary (other than the surviving spouse of any deceased Participant) shall attempt to or shall transfer, assign, alienate, anticipate, sell, pledge or otherwise encumber his or her benefits hereunder or any part thereof, or if by reason of his or her bankruptcy or other event happening at any time such benefits would devolve upon anyone else or would not be enjoyed by him or her, then the Committee, in its discretion, may terminate his or her interest in any such benefit to the extent the Committee considers necessary or advisable to prevent or limit the effects of such occurrence. Termination shall be effected by filing a written "termination declaration" with the Secretary of the Company and making reasonable efforts to deliver a copy to the Participant or Beneficiary whose interest is adversely affected (the "Terminated Participant").

As long as the Terminated Participant is alive, any benefits affected by the termination shall be retained by the Employer and, in the Committee's sole and absolute judgment, may be paid to or expended for the benefit of the Terminated Participant, his or her spouse, his or her children or any other person or persons in fact dependent upon him or her in such a manner as the Committee shall deem proper. Upon the death of the Terminated Participant, all benefits withheld from him or her and not paid to others in accordance with the preceding sentence shall be disposed of according to the provisions of the Plan that would apply if he or she died prior to the time that all benefits to which he or she was entitled were paid to him or her.

10.3 LEGAL FEES AND EXPENSES. It is the intent of the Company and each Selected Affiliate that following a Change in Control no Eligible Employee or former Eligible Employee be required to incur the expenses associated with the enforcement of his rights under this Plan by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to an Eligible Employee hereunder. Accordingly, if it should appear that the Employer has failed to comply with any of its obligations under this Plan or in the event that the Employer or any other person takes any action to declare this Plan void or unenforceable, or institutes any litigation designed to deny, or to recover from, the Eligible Employee the benefits intended to be provided to such Eligible Employee hereunder, the Employer irrevocably authorizes such Eligible Employee from time to time to retain counsel of his choice, at the expense of the Employer as hereafter provided, to represent such Eligible Employee in connection with the initiation or defense of any litigation or other legal action, whether by or against the Employer or any director, officer, stockholder or other person affiliated with the Employer in any jurisdiction. Notwithstanding any existing or prior attorney-client relationship between the Employer and such counsel, the Employer irrevocably consents to such Eligible Employee's entering into an attorney-client relationship with such counsel, and in that connection the Employer and such Eligible Employee agree that a confidential relationship shall exist between such Eligible Employee and such counsel. The Employer shall pay and be solely responsible for any and all attorneys' and related fees and expenses incurred by such Eligible Employee as a result of the Employer's failure to perform under this Plan or any provision thereof; or as a result of the Employer or any person contesting the validity or enforceability of this Plan or any provision thereof.

10.4 WITHHOLDING TAXES. If the Employer is required to withhold any taxes or other amounts from a Participant's deferred Compensation, Employment Agreement Contribution, deferred Cash Award or deferred Share Award pursuant to any state, federal or local law, such amounts shall, to the extent possible, be withheld from the Participant's Compensation, Cash Award or Share Award before such amounts are credited under the Plan. Any additional

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withholding amount required shall be paid by the Participant to the Employer as

a condition to the crediting of deferred Compensation, deferred Cash Award or deferred Share Award to the Participant's Account and Deferred Share Award Account, respectively. The Employer may withhold any required state, federal or local taxes or other amounts from any benefits payable in cash or Shares to a Participant or Beneficiary.

10.5 CAPTIONS. The captions contained herein are for convenience only and shall not control or affect the meaning or construction hereof.

10.6 GOVERNING LAW. The provisions of the Plan shall be construed and interpreted according to the laws of the State of Ohio.

10.7 SUCCESSORS. The provisions of the Plan shall bind and inure to the benefit of the Company, its selected Affiliates, and their respective successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise, acquire all or substantially all of the business and assets of the Company or a Selected Affiliate and successors of any such corporation or other business entity.

10.8 RIGHT TO CONTINUED SERVICE. Nothing contained herein shall be construed to confer upon any Eligible Employee the right to continue to serve as an Eligible Employee of the Employer or in any other capacity.

10.9 PRIOR PLAN PROVISIONS. The provisions of the Plan in effect prior to January 1, 1999 shall govern periods prior to such date.

Executed this _____ day of February, 2000.

CLEVELAND-CLIFFS INC

By:

Vice President-Human Resources

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ANNEX A

CLEVELAND-CLIFFS INC

MANAGEMENT SHARE ACQUISITION PROGRAM

TERMS AND CONDITIONS

ARTICLE I
ESTABLISHMENT

A 1.1 ESTABLISHMENT.

(a) This Article contains the following terms and conditions applicable to the MSAP.

(b) Grants of Restricted Shares under the MSAP shall be subject to the terms and conditions set forth in the 1992 Incentive Equity Plan and, to the extent not inconsistent herewith, the MSAP shall be administered in accordance with the 1992 Incentive Equity Plan.

A 1.2 TERM OF MSAP. The MSAP shall terminate upon the earliest of (a) the termination of the Plan, or (b) the termination by the Company of the MSAP.

ARTICLE II
DEFINITIONS

A 2.1 SPECIAL DEFINITIONS APPLICABLE TO THE MSAP. Unless provided otherwise in the MSAP, all capitalized terms shall have the same meanings as set forth in the Plan. For purposes of the MSAP, the following terms shall be defined as set forth below:

"ACCOUNT" means the bookkeeping account maintained for each Participant showing his interest under the MSAP. An Account shall consist of a "Cash Account," a "Deferred Shares Account" and a "Matching Shares Account". The number of Shares in an Account shall be adjusted as appropriate to reflect any stock dividend, stock split, recapitalization, merger, spinoff or other similar event affecting Shares.

"DATE OF GRANT" means the date specified by the Committee on which a grant or sale of Restricted Shares, Matching Shares or

Deferred Shares shall become effective, which shall not be earlier than the date on which the Committee takes action with respect thereto.

"DISABILITY" means a physical or mental condition of the Participant resulting from a bodily injury, disease, or mental disorder, which renders him incapable continuing

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in the active employment of the Company or Selected Affiliate (as determined by the Committee) based upon appropriate medical advice and examination.

"DEFERRAL COMMITMENT" means an agreement by a Participant in a Participation Agreement to have a specified percentage or dollar amount of his Bonus deferred under the MSAP for a specified period in the future.

"DEFERRED SHARES" means the Shares notionally credited to a Participant's Deferred Shares Account.

"INSIDER PARTICIPANT" means any Participant who is required to file reports with the Securities and Exchange Commission pursuant to Section 16(a) of the Exchange Act, and any rules promulgated thereunder.

"MATCHING SHARES" means the notional Shares granted to a Participant pursuant to Section A 5.1(a) and credited to his Matching Shares Account and/or Restricted Shares granted pursuant to Section A 5.1(b), as the context requires.

"QUARTER DATE" means the last day of a calendar quarter.

"RESTRICTED SHARES" means Shares awarded pursuant to Section 5 of the 1992 Incentive Equity Plan.

"RETIREMENT" means retirement from active employment with the Company and each of its Selected Affiliates on or after attaining age 65 or, if earlier, the age at which the Participant may retire with an unreduced normal retirement benefit under the tax-qualified pension benefit plan sponsored by the Company or a Selected Affiliate and applicable to the Participant, or early retirement under such plan with the consent of the Committee.

"SETTLEMENT DATE" means the later of the date on which a Participant terminates employment with the Company and each of its Selected Affiliates and the date selected by a Participant in a Participation Agreement for distribution of all or a portion of the amounts deferred during a Plan Year as provided in Section A 7.2. A leave of absence granted by the Company will not be considered a termination of employment during the term of such leave.

"WINDOW PERIOD" means the period from the third business day to the twelfth business day following the public release by the Company of its earnings, or such shorter period, as determined by the General Counsel of the Company.

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ARTICLE III PARTICIPATION

A 3.1 PARTICIPATION. Any Eligible Employee may participate in the MSAP.

A 3.2 DURATION OF PARTICIPATION. Participation in the MSAP shall continue as long as the Participant is eligible to receive benefits under the MSAP.

ARTICLE IV DEFERRALS AND VOLUNTARY AMOUNTS

A 4.1 AMOUNT OF DEFERRAL. With respect to each Plan Year, a Participant may elect to defer a specified dollar amount or percentage of his Bonus. An election may be made prior to the beginning of any Plan Year by filing a Participation Agreement with the Committee in accordance with Section 3.2.

A 4.2 AUTOMATIC DEFERRALS. A Participant's Bonus in excess of amounts deductible by the Company with respect to a Plan Year under Section 162(m) of the Code may be deferred under the MSAP under rules adopted by the Committee.

ARTICLE V MATCHING CONTRIBUTIONS AND GRANTS

A 5.1 MATCHING CONTRIBUTIONS AND GRANTS.

The Company shall at the discretion of the Committee either

(a) credit to the Participant's Matching Shares Account 25% of the amounts allocated to his Deferred Shares Account directly as the result of Bonus deferrals made pursuant to Section A 4.1, but no such credit shall be made as the result of allocation of dividends pursuant to Section A 6.4. (Matching Shares credited pursuant to this Subsection shall become nonforfeitable in accordance with Section A 6.6); or

(b) grant pursuant to Section 5 of the 1992 Incentive Equity Plan Restricted Shares equal in number to 25% of the amounts allocated to his Deferred Shares Account directly as the result of Bonus deferrals made pursuant to Section A 4.1, but no such grant shall be made as the result of allocation of dividends pursuant to Section A 6.4. (Restricted Shares granted pursuant to this Subsection shall become nonforfeitable five years after the Date of Grant, subject to such conditions of continuous employment and continuous share ownership as are set forth in a Restricted Share Agreement by and between the Company and the Participant).

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ARTICLE VI PARTICIPANT ACCOUNTS

A 6.1 ESTABLISHMENT OF ACCOUNTS. The Company, through its accounting records, shall establish a Deferred Shares Account and a Cash Account, and, as necessary, a Matching Shares Account for each Participant who elects to defer a Bonus as provided in Section A 4.1.

A 6.2 CREDITING OF DEFERRAL COMMITMENTS AND MATCHING CONTRIBUTIONS. The portion of a Participant's Bonus that is deferred pursuant to a Deferral Commitment and any related matching contribution under Section A 5.1(a) shall be credited to the Participant's Deferred Shares Account and Matching Shares Account, respectively, as of the date the corresponding non-deferred portion of the Bonus would have been paid to the Participant; provided, however, that the portion of a Participant's Bonus that is deferred pursuant to Section A 4.2 shall be credited to the Participant's Account as of the date the Bonus would have been paid to the Participant absent the application of Section A 4.2. As of such payment date, (i) the credits to each Participant's Deferred Shares Account for each such payment date, shall be deemed invested in a number of whole Deferred Shares determined by dividing such credits by the Fair Market Value for such date, and (ii) the credits for such date to each Participant's Matching Shares Account shall be deemed invested in a number of whole Matching Shares determined by dividing such credits by the Fair Market Value for such date. Matching Shares shall be grants of Deferred Shares pursuant to Section 6 of the 1992 Incentive Equity Plan. Fractional Shares shall be credited to the Cash Account.

A 6.3 DETERMINATION OF ACCOUNTS.

(a) The balance credited to each Participant's Account as of a particular date shall equal the amount credited pursuant to Section A 6.2, and shall be adjusted in the manner provided in Section A 6.4.

(b) The Company through its accounting records, shall maintain a separate and distinct record of the amount in each Account as adjusted to reflect income and distributions.

A 6.4 ADJUSTMENTS TO ACCOUNTS.

(a) (i) Each Account shall be credited, as of the payment date of any cash dividend paid on Shares, with additional Deferred Shares and Matching Shares equal in value to the amount of cash dividends paid by the Company on that number of Shares equivalent to the respective number of Deferred Shares and Matching Shares in such Account on such payment date. The dividend equivalents shall be calculated by dividing the dollar value of such dividend equivalents by the Fair Market Value at the dividend payment date. Fractional Shares shall be credited to the Cash Account.

(ii) A Participant may elect to convert the Deferred Shares representing a portion of such dividend equivalents to cash to be credited to his or her Cash Account by filing a written notice thereof with the Committee, which shall be effective only with respect to cash dividends paid after the Plan Year in which such notice is filed with the Committee. As of each Determination Date, Cash Accounts shall be increased by the amount of interest earned since the immediately preceding Determination Date. Interest shall be credited at the Declared Rate as of

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such Determination Date based on the balance of the cash amounts credited to the Cash Account since the immediately preceding Determination Date, but after such Cash Account has been adjusted for any contributions or distributions to be credited or deducted for such period. Interest for the period prior to the first

Determination Date applicable to a Participant's Cash Account shall be deemed earned ratably over such period. Until a Participant or his Beneficiary receives his entire Account, the unpaid balance thereof credited in Deferred Shares and Matching Shares shall be credited with dividend equivalents as provided in this Subsection, except as provided in Section A7.2.

(b) Each Participant's Account shall be immediately debited with the amount of any distributions under Article VIII to or on behalf of the Participant or, in the event of his death, his Beneficiary.

A 6.5 STATEMENT OF ACCOUNTS. As soon as practicable after the end of each calendar quarter, a statement shall be furnished to each Participant or, in the event of his death, to his Beneficiary showing the status of his Account as of the end of the calendar quarter, any changes in his Account since the end of the immediately preceding calendar quarter, and such other information as the Committee shall determine.

A 6.6 VESTING OF ACCOUNTS.

(a) Except as provided in Section A 6.7, each Participant shall at all times have a nonforfeitable interest in his Deferred Shares Account balance and his Cash Account balance.

(b) Matching Shares attributable to credits pursuant to Section A 5.1(a) in a Participant's Matching Shares Account with respect to a Plan Year, and additional Matching Shares attributable to dividend credits with respect to such Matching Shares pursuant to Section A 6.4(a) (i), shall become nonforfeitable as of the fifth anniversary of the crediting of the Matching Shares pursuant to Section A 5.1(a) (the "vesting period"), provided that:

(i) the Participant has remained in the continuous employ of the Company or a Selected Affiliate during the applicable vesting period; and

(ii) the Participant, during the applicable vesting period, does not receive a distribution of deemed Shares credited to his Deferred Shares Account as the result of the deferral by the Participant of the Bonus which relates to the crediting of the Matching Shares pursuant to Section A 5.1(a).

A Participant will not be deemed to have failed to satisfy the ownership requirement described in Paragraph (ii) of this Subsection if at all times during the applicable vesting period the number of Shares owned by the Participant together with the number of Deferred Shares and Matching Shares (whether or not vested) credited to the Participant's Account equal or exceed the Participant's share ownership requirement in the Company, if any.

(c) Notwithstanding the provisions of Subsection (b) of this Section, the nonvested portion of a Participant's Account will become immediately nonforfeitable in the event of the Participant's death, Disability, or upon the occurrence of a Change in Control of the

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Company that shall occur while the Participant is an employee of the Company or a Selected Affiliate.

(d) Notwithstanding the provisions of Subsection (b) of this Section, the nonvested portion of a Participant's Account will become nonforfeitable in the event of the Participant's Retirement, provided that the Participant does not elect a distribution from the MSAP of the Shares attributable to the Deferred Shares relating to the nonvested Matching Shares until the fifth anniversary of the applicable Date of Grant.

(e) Any portion of an Account as to which the requirements of Subsection (b) of this Section have not been satisfied shall be forfeited, unless the Committee determines otherwise.

(f) For purposes of this Section, (i) the continuous employment of a Participant with the Company or a Selected Affiliate shall not be deemed to have been interrupted, and the Participant will not be deemed to have ceased to be an employee of the Company or a Selected Affiliate, by reason of the transfer of his employment among the Company and its Selected Affiliates or of an approved leave or absence.

A 6.7 SPECIAL RULE FOR VALUATION OF DEFERRED SHARE ACCOUNT. Anything in the MSAP or the Plan to the contrary notwithstanding, in the event any Matching Shares are forfeited pursuant to Section A 6.6, or any Restricted Shares are forfeited under a grant made pursuant to Section A 5.1(b), then the value of the Deferred Shares in the Deferred Shares Account to which such Matching Shares or Restricted Shares, as the case may be, are attributable shall be deemed to be the lesser of (a) the then Fair Market Value of such Deferred Shares, or (b) the value of the Bonus used to acquire such Deferred Shares plus interest at the Declared Rate as if the Bonus was credited with interest pursuant to Section 5.3. Such deemed value shall be distributed in cash.

ARTICLE VII
DISTRIBUTIONS

A 7.1 DISTRIBUTION OF ACCOUNT.

(a) A Participant or, in the event of his death, his Beneficiary shall be entitled to distribution of all or a part of the balance of his Account, payable in Shares as provided in this Article, following his Settlement Date or Dates; provided, however, that his Cash Account shall be payable in cash; and provided, further, that any fractional share shall be paid in cash with the final distribution of a Participant's Account.

(b) The number of Shares distributable shall be equal to the number of Deferred Shares and Matching Shares in the Participant's Account determined as of the Quarter Date coincident with or next following his Settlement Date or Dates.

A 7.2 IN-SERVICE DISTRIBUTION.

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(a) A Participant may irrevocably elect to receive an in-service distribution of the Deferred Shares attributable to his deferred Bonus, and related nonforfeitable Matching Shares, for any Plan Year on or commencing not earlier than the beginning of the sixth Plan Year following the Plan Year in which such Bonus otherwise would have been first payable. A Participant's election of an in-service distribution shall be made in the Participation Agreement filed for the Plan Year as provided in Article III. The Participant shall elect irrevocably to receive such Deferred Shares and related Matching Shares as an in-service distribution of Stock under one of the forms provided in Section A 7.3.

(b) A Participant may irrevocably elect to receive an in-service distribution of cash equal to the amount of the dividend equivalent to be credited to his or her Deferred Shares Account pursuant to Section A 6.4(a)(i) as of the payment date of a cash dividend on Shares. A Participant's election for a cash distribution shall be filed in writing with the Committee not later than during the second Plan Year preceding the date the dividend equivalent otherwise would be so credited to his or her Account.

A. 7.3 FORM OF DISTRIBUTION.

(a) As soon as practicable after the end of the Quarter Date in which a Participant's Settlement Date occurs, but in no event later than 30 days following the end of such Quarter Date, the Company shall distribute or cause to be distributed to the Participant a number of Shares and/or an amount of cash as determined under Section A 7.1, under one of the forms provided in this Section.

(b) Distribution of a Participant's Account with respect to any Plan Year shall be made in cash and in whole Shares plus cash equal in value to any fractional Share in one of the forms set forth in Section 6.5(a), without interest, but with dividends reinvested as provided in Section 5.5; subject, however, to Section 6.4(d).

(c) In the event of a Participant's death, the cash and the number of Shares of Stock in his Account shall be distributed to his Beneficiary in a single distribution as soon as practicable after the end of the Quarter Date in which the Participant's death occurs.

(d) The Participant's election of the form of distribution shall be made at the time his initial election to defer is made pursuant to Section A 4.1, or if later by written notice filed with the Committee at least one year prior to the Participant's voluntary termination of employment with, or Retirement from, the Company. Any such election may be changed by the Participant at any time and from time to time without the consent of any other person by filing a later signed written election with the Committee; provided that any election made less than one year prior to the Participant's voluntary termination of employment or Retirement shall not be valid, and in such case payment shall be made in accordance with the Participant's prior election.

(e) The amount of cash and the number of Shares to be distributed in each installment shall be equal to the quotient obtained by dividing the amount of cash and the number of Deferred Shares and nonforfeitable Matching Shares in the Participant's Account as of the date of such installment payment by the number of installment payments remaining to be made to such Participant at the time of calculation. Fractional Shares shall be rounded down to the nearest

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whole share, and such fractional amount shall be re-credited as a fractional Deferred Share or Matching Share in the Participant's Account.

(f) If a Participant fails to make an election in a timely manner as

provided in this Section, distribution shall be made in a single distribution as soon as practicable after the end of the Quarter Date in which a Participant's Settlement Date occurs.

A 7.4 SPECIAL DISTRIBUTIONS. Notwithstanding any other provision of the MSAP except Section A 6.7, a Participant may elect at any time to receive a distribution of part or all of the nonforfeitable portion of his Account in one or more distributions if (and only if) the amount of cash and the number of Deferred Shares and nonforfeitable Matching Shares in the Participant's Account subject to such distribution is reduced by 6%. Any distribution made pursuant to such an election shall be made as soon as practicable following the date such election is submitted to the Committee. The remaining 6% of the portion of the electing Participant's Account subject to such distribution shall be forfeited. Forfeitable Matching Shares attributable to the portion of the electing Participant's Deferred Shares subject to such distribution shall also be forfeited, and Section A 6.7 shall apply to the such portion.

A 7.5 FACILITY OF PAYMENT. Whenever and as often as any Participant or his Beneficiary entitled to payments under the MSAP shall be under a legal disability or, in the sole judgment of the Committee, shall otherwise be unable to apply such payments to his own best interests and advantage, the Committee in the exercise of its discretion may direct all or any portion of such payments to be made in any one or more of the following ways: (a) directly to him; (b) to his legal guardian or conservator; or (c) to his spouse or to any other person, to be expended for his benefit; and the decision of the Committee, shall in each case be final and binding upon all persons in interest.

A 7.6 EMERGENCY BENEFIT. In the event that the Committee, upon written petition of a Participant, determines, in its sole discretion, that the Participant has suffered an unforeseen financial emergency, the Company shall pay to the Participant, as soon as practicable following such determination, the Emergency Benefit in accordance with the standards set forth in Section A 6.3. Distributions pursuant to this Section may not be made in excess of the value of the Participant's nonforfeitable Account at the time of such distribution.

A 7.7 PAYMENT OF SMALL ACCOUNTS. Notwithstanding any other provision of the MSAP, if a Participant's Account is credited with 1,000 Shares or less on his Settlement Date, his Account shall be distributed to him in a single distribution as soon as practicable following his Settlement Date.

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M(%1C#0I;*`@*2TQ-S@X,"@@("DW,#`H("DM,3\$P,"@*3,V,"@@"("DW,#`H
M("DM,3\$P,"@*3,V,"@@"("DW,#`H("DM,3\$P,"@*5U42@T*+T8S(#\$@5&8-
M"C\$P+C`W.2`P(#`@,3`N,#<Y(#,V-BXR,2`W.3@N,S,@5&T-"C`@5&,-"B@Q
M.3DY*51J#0HO1C@,2!49@T*-2XX-3<W("TP+C`T-S8@5\$0-"ELH,3DY."DM
M,S@U-RXX*SY.3<I751*#0I%5`T*,"XU(\$<-"C`@2B`P(&H@,"XR-"!W(#\$P
M(\$T@6UTP(&O-"C\$@:2`-"C,Y."XS-R`W.30N,#\$@;0T*,S4T+C(Q(#<Y-"XP
M,2!L#0HS-30N,C\$@-SDT+C`Q(&T-"C,U-"XR,2`W.3,N-3,@;`T*4PT*,"!'
M#0HS-30N,C\$@-SDS+C4S(&T-"C,Y."XS-R`W.3,N-3,@;`T*,SDX+C,W(#<Y
M,RXU,R!M#0HS.3@N,S@<-SDT+C`Q(&P-"E,-"C`N-2!'#0HT-3<N-#@\$-SDT
M+C`Q(&T-"COQ,RXR-2`W.30N,#\$@;`T*-\$S+C(U(#<Y-"XP,2!M#0HT,3,N
M,C4@-SDS+C4S(&P-"E,-"C`@1PT*-\$S+C(U(#<Y,RXU,R!M#0HT-3<N-#@\$
M-SDS+C4S(&P-"COU-RXT,2`W.3,N-3,@;0T*-\$4W+COQ(#<Y-"XP,2!L#0I3
M#0HP+C4@1PT*-3\$V+C0U(#<Y-"XP,2!M#0HT-S(N,CD@-SDT+C`Q(&P-"COW
M,BXR.2`W.30N,#\$@;0T*-\$<R+C(Y(#<Y,RXU,R!L#0I3#0HP(\$<-"COW,BXR
M.2`W.3,N-3,@;0T*-\$3V+C0U(#<Y,RXU,R!L#0HU,38N-#4@-SDS+C4S(&T-
M"C4Q-BXT-2`W.30N,#\$@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#DU
M+C<S(#<X,BXT.2!4;0T**\$YE="!I;F-O;64I5&H-"C\$N-#4R-2`M,2XS,S,U
M(%1\$#0HH+2!!;6]U;G0@7"AI;B!M:6QL:6]N<UPI*51J#0HO1C,@,2!49@T*
M,C0N,\$SQ."`P+C`T-S8@5\$0-"ELH)"DM,34P,"XR*#0N."E=5\$H-"B]@,B`Q
M(%1F#0HU+C@U-S<@+3`N,#0W-B!41`T*6R@D*2TQ,#`P+C\$H-3<N-"DM,C8P
M-RXW*0I+3\$P,#`N,2@U-"XY*5U42@T*+3,P+C\$V.34@+3\$N,S,S-2!41`T*
M*"T@4&5R('H87)E(%PH8F%\$S:6-<*2E4:@T*+T8S(#\$@5&8-"C(T+C,Q,3@@
M,"XP-#<V(%1\$#0I;*`0I+3\$U,#`N,B@N-#,I751*#0HO1C@,2!49@T*-2XX
M-3<W("TP+C`T-S8@5\$0-"ELH)"DM,3`P,"XQ*#4N,3`I+3(V,#<N-R@D*2TQ
M,#`P+C\$H-"XX,RE=5\$H-"BTS,"XQ-CDU("TQ+C,S,S4@5\$0-"B@M(%!E<B!S
M:&%R92!<*@I;5T961<*2E4:@T*+T8S(#\$@5&8-"C(T+C,Q,3@@,"XP-#<V
M(%1\$#0I;*`0I+3\$U,#`N,B@N-#,I751*#0HO1C@,2!49@T*-2XX-3<W("TP
M+C`T-S8@5\$0-"ELH)"DM,3`P,"XQ*#4N,#8I+3(V,#<N-R@D*2TQ,#`P+C\$H
M-"XX,"E=5\$H-"BTS,2XV,C(Q("TQ+C(Q-#0@5\$0-"BA!:=F5R86=E(&YU;6)E
M<B!O9B!S:&%R97,@7"AI;B!T:;&]U<V%N9'<-*2E4:@T*,2XT-3(U("TQ+C,S
M,S4@5\$0-"B@M(\$A<VEC*51J#0HO1C,@,2!49@T*,CON.#\$Q.2`P+C`T-S8@
M5\$0-"B@Q,2PP-S8I5&H-"B]@,B`Q(%1F#0HU+C@U-S<@+3`N,#0W-B!41`T*
M6R@Q,2PR-#@I+3,Q,#<N.2@Q,2PS-\$S!751*#0HM,S`N-C8Y-B`M,2XS,S,U
M(%1\$#0HH+2!\$:6QU=&5D*51J#0HO1C,@,2!49@T*,CON.#\$Q.2`P+C`T-S8@
M5\$0-"B@Q,2PQ,COI5&H-"B]@,B`Q(%1F#0HU+C@U-S<@+3`N,#0W-B!41`T*
M6R@Q,2PS,S8I+3,Q,#<N.2@Q,2PT-38I751*#0HO1C,@,2!49@T*,3(@,"`P
M(#\$R(#U+C8U(#8W-2XR,2!4;0T**\$Y.3D@=F5R<W5S(#\$Y.3@I5&H-"B]@
M-2`Q(%1F#0HP("TR+C,T(%1\$#0HH3F5T(&EN8V)M92!F;W(@,3DY.2!W87,@
M)#0N."!M:6QL:6]N+"!O<B`D+C0S('!E<B!S:&%R92!C;VUP87)E9"!T;R`Q
M.3DX(&YE="!I;F-O;64@;V8@)#4W+C0@;6EL;&EO;BP@;W(@)#4N,#8@*51J
M#0HP("TQ+C\$R(%1\$#0HH<&5R('H87)E+B!4:4@#4R+C8@;6EL;&EO;B!E
M87)N:6YGR!D96-R96%\$92!R969L96-T960@;&]W97(@:6YC;VUE(&)E9F]R
M92!I;F-O;64@=&%X97,@;V8@)#8W+C\$@;6EL;&EO;BP@*51J#0I4*@T**`!A
M<G1I86QL>2!O9F9S970@8GD@82`D,30N-2!M:6QL:6]N(&1E8W)E87-E(&EN
M(&EN8V)M92!T87AE<RX@*51J#0HP("TR+C,@5\$0-"BA4:4@9&5C<F5A<V4@
M:6X@<`)E+71A>"!I;F-O;64@=V%\$('!R:6UA<FEL>2!D=64@=&\Z("E4:@T*
M5"H-"ELH7#(R-2DM,3,P*"`I+3\$Q-3`H3F5G871I=F4@<&5L;&5T('A;&5S
M(&UA<F=I;B!O9B`D,3,N,R!M:6QL:6]N(&EN(#\$Y.3D@8V)M<&%R960@=&@&
M82!M7)G:6X@;V8@)#0V+C\$@;6EL;&EO;B!I;B`Q.3DX+"!A("E=5\$H-"C\$N
M.#@@+3\$N,3(@5\$0-"BAD96-R96%\$92!O9B`D-3DN-"!M:6QL:6]N('U;6UA
M<FEZ960@87,@9F]L;&]W<SHI5&H-"C\$N-C(@+3\$N,3(@5\$0-"C`N-#,@5&,-
M"ELH("DT,"@*2TQ.3@R,"@*30P*"`I,C`H("DM,3(R,"@*2TS-C`H("DM,S(P
M*2TQ,C(P*"`@("DM-C8P*"`I+3\$U,#`H("DM,3`P,"@*2TS,C`H("DM,S(P
M*"`I+3@V,"@*5U42@T*+T8R(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0Q
M,"XV,2`U,C8N-#5@5&T-"C`@5&,-"BA<*\$EN(\$UI;&QI;VYS7"DI5&H-"D54
M#0HP+C4@1PT*-30T+C(Y(#4R,BXU-R!M#0HS,CDN,#\$@-3(R+C4W(&P-"C,R
M.2XP,2`U,C(N-3<@;0T*,S(Y+C`Q(#4R,BXP.2!L#0I3#0HP(\$<-"C,R.2XP
M,2`U,C(N,#D@;0T*-30T+C(Y(#4R,BXP.2!L#0HU-#0N,CD@-3(R+C`Y(&T-
M"C4T-"XR.2`U,C(N-3<@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0T
M-2XX.2`U,3\$N,#4@5&T-"BA);F-R96%\$92!<*51E8W)E87-E7"DI5&H-"D54
M#0HP+C4@1PT*-30T+C(Y(#4P-RXR,2!M#0HT,C`N-C4@-3`W+C(Q(&P-"C0R
M-RXV-2`U,#<N,C\$@;0T*-\$<(W+C8U(#4P-BXW,R!L#0I3#0HP(\$<-"C0R-RXV
M-2`U,#8N-S,@;0T*-30T+C(Y(#4P-BXW,R!L#0HU-#0N,CD@-3`V+C<S(&T-
M"C4T-"XR.2`U,#<N,C\$@;`T*4PT*0E0-"B]@,B`Q(%1F#0HQ,"XP-SD@,"`P
M(#\$P+C`W.2`S-#`N-3,@-#DT+CDW(%1M#0HH,3DY.2E4:@T*+T8R(#\$@5&8-
M"CON.#@Q-"`M,"XP-#<V(%1\$#0I;*`\$Y.3@I+3,R,30N.2A!;6]U;G0I+3,R
M-#8N-RA097)C96YT*5U42@T*150-"C`N-2!'#0HS-SSN.3<@-#DP+C8U(&T-
M"C,R.2XP,2`T.3`N-C4@;`T*,S(Y+C`Q(#0Y,"XV-2!M#0HS,CDN,#\$@-#DP

M+C\$W(&P-"E,-"C`@1PT*,S(Y+C`Q(#0Y,"XQ-R!M#0HS-\$SN.3<@-#DP+C\$W M(&P-"C,W,2XY-R`T.3`N,3<@;0T*,S<Q+CDW(#0Y,"XV-2!L#0I3#0HP+C4@ M1PT*-\$Y+C(U(#0Y,"XV-2!M#0HS.#`N,S<@-#DP+C8U(&P-"C,X,"XS-R`T` M.3`N-C4@;0T*,S@P+C,W(#0Y,"XQ-R!L#0I3#0HP(\$-<"C,X,"XS-R`T.3`N M,3<@;0T*-\$Y+C(U(#0Y,"XQ-R!L#0HT,3DN,C4@-#DP+C\$W(&T-"CQ.2XR M-2`T.3`N-C4@;`T*4PT*,"XU(\$-<"CQX.2XX,2`T.3`N-C4@;0T*-(W+C8U M(#0Y,"XV-2!L#0HT,C<N-C4@-#DP+C8U(&T-"CQ-RXV-2`T.3`N,3<@;`T* M4PT*,"`!`#0HT,C<N-C4@-#DP+C\$W(&T-"CQX.2XX,2`T.3`N,3<@;`T*`-#@Y M+C@Q(#0Y,"XQ-R!M#0HT.#DN.#\$@-#DP+C8U(&P-"E,-"C`N-2!`#0HU-#0N M,CD@-#DP+C8U(&T-"C4P,BXP-2`T.3`N-C4@;`T*-3`R+C`U(#0Y,"XV-2!M M#0HU,#(N,#4@-#DP+C\$W(&P-"E,-"C`@1PT*-3`R+C`U(#0Y,"XQ-R!M#0HU M-#0N,CD@-#DP+C\$W(&P-"C4T-"XR.2`T.3`N,3<@;0T*-30T+C(Y(#0Y,"XV M-2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N-C4@-#<W+CDS(%1M M#0HH4V%L97,@7"AA4;VYS7"DI5&H-"B] &R`Q(%1F#0HR-RXW,38Y(#`N,#0W M-B!41`T**#@N.2E4:@T*+T8R(#\$@5&8-"CON-C\$Y-2`M,"XP-#<V(%1\$#0I; M*#\$R+C\$I+3OR,C8N.2A<*#N,BDM,3(N-2A<*2DM-#4T."XT*%PH,C9<*24I M751*#0I%5`T*,"XU(&<"C,S-BXY,R`T-SON,#D@,C(N-38@+3(N.#@<<F4- "M"8-"C,X."XU,R`T-SON,#D@,C(N-38@+3(N.#@<<F4-"F8-"COT,RXW,R`T M-SON,#D@,C4N.3(@+3(N.#@<<F4-"F8-"C4Q-"XP-2`T-SON,#D@,3@N,C0@ M+3(N.#@<<F4-"F8-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`V-RXV-2`T-3@N M.3<@5&T-"C`@9PT***)E=F5N=64@9G)O;2!P<F]D=6-T('`-A;&5S(&%N9"!S M97)V:6-E<RE4:@T*+T8S(#\$@5&8-"C(V+C(Q-C@<) ,"XP-#<V(%1\$#0HH),P M-2XW*51J#0HO1C(@,2!49@T*-2XQ,3DU("TP+C`T-S8@5\$0-"ELH)#0T-"XQ M*2TR-S(V+C@H)%PH,3,X+C0I+3\$R+C<H7"DI+30U-#@N-"A<*#Q,7"DE*5U4 M2@T*+3,Q+C,S-C,@+3\$N,S,S-2!41`T**\$-O<W0@;V8@9V]O9',@<V]L9"!A M;F0@;W!E<F%T:6YG(&5X<&5N<V5S*51J#0HO1C,@,2!49@T*,C8N-S\$V."`P M+C`T-S8@5\$0-"B@S,3DN,"E4:@T*+T8R(#\$@5&8-"C4N,3\$Y-2`M,"XP-#<V M(%1\$#0I;*#Y."XP*2TS-S(V+CDH7"@W.2XP*2TQ,BXV*%PI*2TT-30X+C0H M7"@R,%PI)2E=5\$H-"D54#0HP+C4@1PT*,S4Y+C0Y(#0T,2XV.2!M#0HS,S8N M.3,@-#0Q+C8Y(&P-"C,S-BXY,R`T-#N-CD@;0T*,S,V+CDS(#0T,2XR,2!L M#0I3#0HP(\$-<"C,S-BXY,R`T-#N,C\$@;0T*,S4Y+C0Y(#0T,2XR,2!L#0HS M-3DN-#D@-#0Q+C(Q(&T-"C,U.2XT.2`T-#N-CD@;`T*4PT*,"XU(\$-<"CQ M,2XP.2`T-#N-CD@;0T*,S@X+C4S(#0T,2XV.2!L#0HS.#@N-3,@-#0Q+C8Y M(&T-"C,X."XU,R`T-#N,C\$@;`T*4PT*,"`!`#0HS.#@N-3,@-#0Q+C(Q(&T- M"COQ,2XP.2`T-#N,C\$@;`T*-\$Q+C`Y(#0T,2XR,2!M#0HT,3\$N,#D@-#0Q M+C8Y(&P-"E,-"C`N-2!`#0HT-CDN-C4@-#0Q+C8Y(&T-"COT,RXW,R`T-#N M-CD@;`T*`-#OS+C<S(#0T,2XV.2!M#0HT-#N-S,@-#0Q+C(Q(&P-"E,-"C`@ M1PT*`-#OS+C<S(#0T,2XR,2!M#0HT-CDN-C4@-#0Q+C(Q(&P-"CQV.2XV-2`T M-#N,C\$@;0T*`-#8Y+C8U(#0T,2XV.2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q M,"XP-SD@-S4N,S,@-(X+CDW(%1M#0HH4V%L97,@,6%R9VEN*51J#0HO1C,@ M,2!49@T*,C4N-#4T."`P+C`T-S8@5\$0-"ELH)"DM,38V+C<H7"@Q,RXS*2TQ M,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C4N,3\$Y-2`M,"XP-#<V(%1\$#0I; *#0I M+34P,"XQ*#OV+C\$I+3(W,C8N-R@D*2TU,#`N,2A<*#4Y+C0I+3\$R+C8H7"DI M+30P-#@N-"A<*#SR.5PI)2E=5\$H-"D54#0HP+C4@9PT*,S,V+CDS(#0R-2XQ M,R`R,BXU-B`M,BXX."!R90T*9@T*,S@X+C4S(#0R-2XQ,R`R,BXU-B`M,BXX M."!R90T*9@T*`-#OS+C<S(#0R-2XQ,R`R-2XY,B`M,BXX."!R90T*9@T*-3\$T M+C`U(#0R-2XQ,R`Q."XR-"`M,BXX."!R90T*9@T*0E0-"B]&-2`Q(%1F#0HQ M,B`P(#`@,3(@,C4N-C4@,SDU+C,W(%1M#0HP(\$-<"ELH)"DM,C,P*``I+3\$Q M-3`H4F5V96YU92!F<F]M('!R;V1U8W0@<V%L97,@86YD('`-E<G9I8V5S(&1E M8W)E87-E9`!B>2`D`B,3,X+C0@;6EL;&EO;BP<C`)I;6%R:6QY(&1U92!T;R!T M: &4@9&5C<F5A<V5D('`-A;&5S("E=5\$H-"C\$N.#@+3\$N,3(@5\$0-"BAV;VQU M;64@9`5E('!O(&)L87-T(&9U<FYA8V4@;W5T86=E<R!A;F0@<VEG;FEE:6-A M;G0@:6UP;W)T<R!O9B!U;F9A:7)L>2!T<F#D960@<W!E96PL(&%N9"!A(&1E M8W)E87-E(&EN(&%V97)A9V4@*51J#0I4*0T**'-A;&5S('!R:6-E(')E86QI M>F%T:6]N+!R969L96-T:6YG(&\$@;&]W97(@<&5L;&5T('!R:6-E(&%N9"!T M: &4@;6EX(&]F(&-O;G1R86-T<RX@5&AE(&1E8W)E87-E(&EN(&-O<W0@;V8@ M9V]O9',@*51J#0I4*0T**'-O;&0@86YD(&]P97)A=&EN9R!E>'!E;G-E<R!W M87,@;F]T('!R;W!O<G!L;VYA;"`!T;R!T:&4@9&5C<F5A<V4@:6X@<V%L97,@ M=F]L=6UE(&1U92!T;R!F:7AE9"!C;W-T<R!I;F-U<G)E9``I5&H-"E0J#0HH M9`5R:6YG('!R;V1U8W1I;VX@8W5R=&%I;&UE;G1S('!O(&) &%N8V4@<C`)O M9`5C=&EO;B!W:71H('!H92!L;W-E<B!S86QE<R!V;VQU;64N*51J#0HM,2XX M."`M,2XQ,B!41`T**``I5&H-"E0J#0I;*%PR,C4I+3\$S,"@*2TQ,34P*\$AI M9VAE<B!E<75I='D@;&]S<R!F<F]M(\$-L:69F<R!A;F0@07-S;V-I871E<R!, M:6UI=&5D+"`D-BXX(&UI;&QI;VXL(')E9FQE8W1I;F<@<W1A<GOM=7`@86YD M(&-O;6UI<W-I;VVI;F<@*5U42@T*,2XX."`M,2XQ,B!41`T**&-O<W1S(&]N M('!H92!H;W0@8G)I<75E='!E9"UI<F]N(%PH7#(R,TA)"25PR,C1<*2!J;VEN M="!V96YT=7)E('!R;VIE8W0@:6X@5`)I;FED860@86YD(%1O8F%G;RXI5&H- M"C(Q("TR+C,@5\$0-"B@R-2`I5&H-"D54#0IE;F1S=')E86T-"F5N9&]B:@T* M,R`P(&]B:@T*#P-"B]O<F]C4V5T(%L04\$1&("]497AT(%T-"B)&;VYT(#P\ M#0HO1C(@-``P(%(-"B]&R`U(#`@4@T*+T8T(#8@,"12#0HO1C4@-R`P(%(- M"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#@@,"!2#0H^/@T*/CX-"F5N9&]B M:@T*,3\$@,"!O8FH-"CP\#0HO3&5N9W1H(#4W-C`-"CX^#0IS=')E86T-"D)4 M#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,"!G#0HO M,LU,Q(&S=#0HP(%1C#0HP(%1W#0HH("`@("`@("`@("`@("`@("`@("`@("`@("`@("`@ M1C0@,2!49@T*,"`M,BXS-B!41`T**\$UA;F%G96UE;G1<,C(R<R!\$:7-C=7-S M:6]N(&%N9"!!;F%L>7-I<RE4:@T*,"`M,2XR,B!41`T**&]F(\$9I;F%N8VEA M;"!#;VYD:71I;VX@86YD(%E<W5L=',@;V8@3W!E<F%T:6]N<RE4:@T*+T8U M(#\$@5&8-"C`@+3(N,S0@5\$0-"ELH7#(R-2DM,3,P*``I+3\$Q-3`H2&EG:&5R M(&EN=&5R97-T(&5X<&5N<V4L("OS+C,@;6EL;&EO;BP<F5F;&5C=&EN9R!T M: &4@8V5S<V%T:6]N(&]F(&EN=&5R97-T(&-A<&ET86QI>F%T:6]N('=H96X@ M8V]N<W1R=6-T:6]N(&]F('!H92`I751*#0HQ+C@X("TQ+C\$R(%1\$#0HH2\$)) M(&9A8VEL:71Y('=A<R!C;VUP;&5T960@:6X@07!R:6PL(#\$Y.3DN*51J#0HM M,2XX."`M,2XQ,B!41`T**``I5&H-"E0J#0I;*%PR,C4I+3\$S,"@*2TQ,34P M*\$QO=V5R(&EN=&5R97-T(&EN8V]M92P@)#(N,2!M:6QL:6]N+!R969L96-T M:6YG(&QO=V5R(&%V97)A9V4@8V\$S:"!B86QA;F-E<R!T:!)O=6=H;W5T('!H

M92!Y96%R+BE=5\$H-"E0J#0HH("E4:@T*5"H-"ELH7#(R-2DM,3,P*" `I+3\$Q
M-3`H3&]W97 (@<F)Y86QT>2!A;F0@;6%N86=E;65N="!F9640<F5V96YU92!I
M;B`Q.3DY+!`I;F-L=61I;F<@86UO=6YT<R!P86ED(&)Y('1H92!#;VUP86YY
M(&%S(&\$@<&%R=&EC:7!A;G0@*5U42@T*,2XX." `M,2XQ,B!41`T**&EN('1H
M92!M:6YI;F<@=F5N='5R97,L(&]F("0T."XU(&UI;&QI;VXL(&\$@9&5C<F5A
M<V4@;V8@)#\$N,B!M:6QL:6]N(&9R;VT@,3DY."P@;6%I;FQY(&1U92!T;R!L
M;W=E<B!P<F]D=6-T:6]N+BE4:@T*+3\$N.#@+3\$N,3(@5\$0-"B@*51J#0I4
M*@T*6RA<,C(U*2TQ,S`H("DM,3\$U,"A087)T:6%L;'D@;V9F<V5T=&EN9R!W
M87,@;&]W97(@861M:6YI<W1R871I=F4@97AP96YS92!O9B`D,BXV(&UI;&QI
M;VXL(&EN8VQU9&EN9R!L;W=E<B!M86YA9V5M96YT(&EN8V5N=&EV92`I751*
M#0HQ+C@X("TQ+C\$R(%1\$#0HH8V]M<&5N<V%T:6]N+!"!C;W-T(')E9`5C=&EO
M;B!I;FET:6%T:79E<R!A;F0@82`Q,"!P97)C96YT(')E9`5C=&EO;B!O9B!C
M;W)P;W)A=&4@<W1A9F8@:6X@=&AE(&9I<G-T('U87)T97(@;V8@*51J#0I4
M*@T**#\$Y.3DN*51J#0HM,2XX." `M,2XQ,B!41`T**" `I5&H-"E0J#0I;*\$PR
M,C4I+3\$S,"@*2TQ,34P*\$]T:&5R(&5X<&5N<V5S(&%L<V\@9&5C<F5A<V5D
M("0S+CD@;6EL;&EO;BP@:6YC;'5D:6YG(&QO=V5R(&)U<VEN97-S(&1E=F5L
M;W!M96YT(&5X<&5N<V5S(&%N9"!A;B!I;F-R96%\$S92!I;B`I751*#0HQ+C@X
M("TQ+C\$R(%1\$#0HH=&AE(&%L;&]W86YC92!F;W(@9&]U8G1F=6P@86-C;W5N
M=',@<F5C;W)D960@:6X@,3DY."XI5&H-"BTQ+C@X("TR+C,@5\$0-"BA);F-O
M;64@=&%X97,@=V5R92!A(&-R961I="!O9B`D+C\$@;6EL;&EO;B!I;B`Q.3DY
M(&-O;7!A<F5D('!O(&\$@8VAA<F=E(&]F("0Q-"XT(&UI;&QI;VX@:6X@,3DY
M."X@5&AE("OQ-"XU(&UI;&QI;VX@*51J#0HP("TQ+C\$R(%1\$#0HH9`5C<F5A
M<V4@=V%\$('!R:6UA<FEL>2!D=64@=&@=&AE(&1E8W)E87-E(&EN('!R92UT
M87@@:6YC;VUE+"!P87)T:6%L;'D@;V9F<V5T(&)Y(&\$@;F]N+7)E8W5R<FEN
M9R!P<FEO<B!Y96%R<UPR,C(@8W)E9&ET("E4:@T*5"H-"BAR96-O<F1E9"!I
M;B`Q.3DX+B!";W!H('E87)S('!A>&5S('=E<F4@9F%W;W)A8FQY(&EM<&%C
M=&5D(&)Y('1H92!E9F9E8W0@;V8@<&5R8V5N=&%G92!D97!L971I;VXN("E4
M:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"B@Q.3DX('9E<G-U<R`Q.3DW*51J
M#0HO1C4@,2!49@T*," `M,BXS-"!41`T**\$YE="!I;F-O;64@9F]R('1H92!Y
M96%R('=A<R`D-3<N-"!M:6QL:6]N+"!O<B`D-2XP-B!P97(@<VAA<F4L(&%N
M(&EN8W)E87-E(&]F("OR+C4@;6EL;&EO;B!O<B`D+C(V('!E<B!S:&%R92P@
M*51J#0HP("TQ+C\$R(%1\$#0HH8V]M<&%R960@=&@,3DY-R!E87)N:6YG<R!O
M9B`D-30N.2!M:6QL:6]N+"!O<B`D-"XX,"!P97(@<VAA<F4N(%1H92!I;F-R
M96%\$S92!I;B!E87)N:6YG<R!R969L96-T960@82`D,RXS(&UI;&QI;VX@*51J
M#0I4*@T**&1E8W)E87-E(&EN(&EN8V]M92!T87AE<RP<&%R=&EA;&QY(&]F
M9G-E="!B>2`D+C@;6EL;&EO;B!L;W=E<B!I;F-O;64@8F5F;W)E(&EN8V]M
M92!T87AE<RX@*51J#0HP("TR+C,@5\$0-"BA0<F4M=&%X(&EN8V]M92!W87,@
M)#<Q+C@;6EL;&EO;B!I;B`Q.3DX(&-O;7!A<F5D('!O("OW,BXV(&UI;&QI
M;VX@:6X@,3DY-SI@=&AE("ON."!M:6QL:6]N(&1E8W)E87-E(&EN8VQU9&5D
M('1H92`I5&H-"C`@+3\$N,3(@5\$0-"BAF;VQL;W=I;F<@8V]M<&N96YT<SH@
M*51J#0HP("TR+C,@5\$0-"ELH7#(R-2DM,3,P*" `I+3\$Q-3`H4&5L;&5T('!-A
M;&5S(&UA<F=I;B!O9B`D-#8N,2!M:6QL:6]N(&EN(#\$Y.3@;6YC<F5A<V5D
M("OY+C8@;6EL;&EO;B!F<F]M('1H92`Q.3DW(&UA<F=I;B!O9B`D,S8N-2!M
M:6QL:6]N+B!4:&4@*5U42@T*,2XX." `M,2XQ,B!41`T**`EE87(@,3DY-R!S
M86QE<R!M87)G:6X@:6YC;'5D960@+C,@;6EL;&EO;B!T;VYS(&]F('!-A;&5S
M+"`D,3`N.2!M:6QL:6]N(&EN(')E=F5N=64@86YD(&\$@)#ON-B!M:6QL:6]N
M(&UA<F=I;B`I5&H-"E0J#0HH<F5L871E9"!T;R!C;&]S960@075S=')A;&EA
M;B!O<&5R871I;VYS+B!;&VQL;W=I;F<@:7,@82!S=6UM87)Y(&-O;7!A<FES
M;VX@;V8@3F]R=&@06UE<FEC86X@<V%L97,@;6%R9VEN("E4:@T*5"H-"BAF
M;W(@,3DY." `!A;F0@,3DY-RP@=VAI8V@97AC;'5D97,@075S=')A;&EA;B!O
M<&5R871I;VYS.BE4:@T*,RXY-B`M,2XQ,B!41`T*,"XQ-R!48PT*6R@*2TU
M,#`H("DM,3@S.#`H("DM-3(P*" `@*2TQ-#@P*" `I,38P*" `I-#`H(" `I+3\$T
M.#`H("DQ-C`H("DT,"@*2TQ-#`H("DM,3`V,"@*2TW,#`H("DM,C,X,"@
M*2TT,C`H("DM-#(P*" `I751*#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@-#`T+C\$S(#0T,RXS-R!4;0T*,"!48PT**%PH26X@36EL;&EO;G-<*2E4
M:@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@
M#0HU,38N-#4@-#`Y+C4S(&T-"C,T,RXV-2`T,SDN-3,@;`T*,S0S+C8U(#0S
M.2XU,R!M#0HS-#`N-C4@-#`Y+C`U(&P-"E,-"C`@1PT*,S0S+C8U(#0S.2XP
M-2!M#0HU,38N-#4@-#`Y+C`U(&P-"C4Q<BXT-2`T,SDN,#4@;0T*-3\$V+C0U
M(#0S.2XU,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-#(U+C0Y(#0R
M."XP,2!4;0T*\$EN8W)E87-E(%PH1&5C<F5A<V5<*2E4:@T*150-"C`N-2!`
M#0HU,38N-#4@-#(T+C\$W(&T-"C0Q-"XV.2`T,C0N,3<@;`T*-\$T+C8Y(#0R
M-"XQ-R!M#0HT,30N-CD@-#(S+C8Y(&P-"E,-"C`@1PT*-\$T+C8Y(#0R,RXV
M.2!M#0HU,38N-#4@-#(S+C8Y(&P-"C4Q<BXT-2`T,C,N-CD@;0T*-3\$V+C0U
M(#0R-"XQ-R!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y
M(#,T."XY,R`T,3\$N.3,@5&T-"B@Q.3DX*51J#0HO1C(@,2!49@T*,RXU,C0Q
M("TP+C`T-S8@5\$0-"ELH,3DY-RDM,3(S."XU*\$M;W5N="DM,S4X,"XQ*%!E
M<F-E;GOI751*#0I%5`T*,"XU(\$<-C,W-"XS-R`T,#<N-C\$@;0T*,S0S+C8U
M(#0P-RXV,2!L#0HS-#`N-C4@-#`W+C8Q(&T-"C,T,RXV-2`T,#<N,3,@;`T*
M4PT*,"!`#0HS-#`N-C4@-#`W+C\$S(&T-"C,W-"XS-R`T,#<N,3,@;`T*,S<T
M+C,W(#0P-RXQ,R!M#0HS-S0N,S<@-#`W+C8Q(&P-"E,-"C`N-2!`#0HT,#DN
M.#D@-#`W+C8Q(&T-"C,W.2XQ-R`T,#<N-C\$@;`T*,S<Y+C\$W(#0P-RXV,2!M
M#0HS-SDN,3<@-#`W+C\$S(&P-"E,-"C`@1PT*,S<Y+C\$W(#0P-RXQ,R!M#0HT
M,#DN.#D@-#`W+C\$S(&P-"C0P.2XX.2`T,#<N,3,@;0T*-#`Y+C@Y(#0P-RXV
M,2!L#0I3#0HP+C4@1PT*-*4R+C,W(#0P-RXV,2!M#0HT,30N-CD@-#`W+C8Q
M(&P-"C0Q-"XV.2`T,#<N-C\$@;0T*-\$T+C8Y(#0P-RXQ,R!L#0I3#0HP(\$<-
M"C0Q-"XV.2`T,#<N,3,@;0T*-#4R+C,W(#0P-RXQ,R!L#0HT-3(N,S<@-#`W
M+C\$S(&T-"COU,BXS-R`T,#<N-C\$@;`T*4PT*,"XU(\$<-C4Q<BXT-2`T,#<N
M-C\$@;0T*-\$@V+C(Q(#0P-RXV,2!L#0HT.#8N,C\$@-#`W+C8Q(&T-"C0X-BXR
M,2`T,#<N,3,@;`T*4PT*,"!`#0HT.#8N,C\$@-#`W+C\$S(&T-"C4Q<BXT-2`T
M,#<N,3,@;`T*-3\$V+C0U(#0P-RXQ,R!M#0HU,38N-#4@-#`W+C8Q(&P-"E,-
M`D)4#0HQ,"XP-SD@," `P(#\$P+C`W.2`Y-2XW,R`S.30N.#D@5&T-"BA386QE
M<R!<*\$10;G-<*2E4:@T*+T8S(#\$@5&8-"C(U+C4Y-S<@,"XP-#<V(%1\$#0HH
M,3(N,2E4:@T*+T8R(#\$@5&8-"C,N-3(T,2`M,"XP-#<V(%1\$#0I;*\$S+P+C0I
M+3\$Y-#`N.2@Q+C<I+34V-SDN,R@Q-B4I751*#0I%5`T*,"XU(&<-C,T."XV

M.2`S.3\$N,#4@,C(N-38@+3(N.##@<F4-"F8-"C,X-"XR,2`S.3\$N,#4@,C(N
M-38@+3(N.##@<F4-"F8-"C0R,2XT,2`S.3\$N,#4@,3<N-3(@+3(N.##@<F4-
M"F8-"COY-BXR.2`S.3\$N,#4@.2XX-"`M,BXX."!R90T*9@T*0E0-"C\$P+C`W
M.2`P(#`@,3`N,#<Y(#DU+C<S(#,W-2XY,R!4;OT*,"!G#0HH4F5V96YU92!F
M<F]M(!R;V1U8W0@<V\$L97,@86YD('E<G9I8V5S*51J#0HO1C,@,2!49@T*
M,C0N-3DW-B`P+C`T-S8@5\$0-"B@D-#0T+C\$15&H-"B] &,B`Q(%1F#0HS+C4R
M-#\$@+3`N,#0W-B!41`T*6R@D,S@P+C4I+3DT,"XY*"OV,RXV*2TU-C<Y+C0H
M,3<E*5U42@T*+3(X+C\$R,3<@+3\$N,S,S-2!41`T**S-O<W0@;V8@9V]O9`,`@
M<V]L9"!A;F0@;W!E<F\$T:6YG(&5X<&5N<V5S*51J#0HO1C,@,2!49@T*,C4N
M,#DW-B`P+C`T-S8@5\$0-"B@S.3@N,"E4:@T*+T8R(#\$@5&8-"C,N-3(T,2`M
M,"XP-#<V(%1\$#0I;*,T."XV*2TQ-#0Q*#0Y+C0I+34V-SDN-"@Q-"4I751*
M#0I%5`T*,"XU(\$<-"C,W,2XR-2`S-3@N-C4@;OT*,SOX+C8Y(#,U."XV-2!L
M#0HS-#@N-CD@,S4X+C8U(&T-"C,T."XV.2`S-3@N,3<@;`T*4PT*,"!`#0HS
M-#@N-CD@,S4X+C\$W(&T-"C,W,2XR-2`S-3@N,3<@;`T*,S<Q+C(U(#,U."XQ
M-R!M#0HS-S\$N,C4@,S4X+C8U(&P-"E,-"C`N-2!`#0HT,#8N-S<@,S4X+C8U
M(&T-"C,X-"XR,2`S-3@N-C4@;`T*,S@T+C(Q(#,U."XV-2!M#0HS.#0N,C\$@
M,S4X+C\$W(&P-"E,-"C@1PT*,S@T+C(Q(#,U."XQ-R!M#0HT,#8N-S<@,S4X
M+C\$W(&P-"COP-BXW-R`S-3@N,3<@;OT*-*`V+C+W(#,U."XV-2!L#0I3#0HP
M+C4@1PT*-*`X+CDS(#,U."XV-2!M#0HT,C\$N-#\$@,S4X+C8U(&P-"C0R,2XT
M,2`S-3@N-C4@;OT*-*`Q+C0Q(#,U."XQ-R!L#0I3#0HP(\$<-"C0R,2XT,2`S
M-3@N,3<@;OT*-*`X+CDS(#,U."XQ-R!L#0HT,S@N.3,@,S4X+C\$W(&T-"C0S
M."XY,R`S-3@N-C4@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$P-BXW
M-R`S-#4N.3,@5&T-"BA386QE<R!M87)G:6XI5&H-"B] &,R`Q(%1F#0HR,RXU
M,#(R(#`N,#0W-B!41`T*6R@D*2TU,#`N,2@T-BXQ*5U42@T*+T8R(#\$@5&8-
M"C,N-3(T,2`M,"XP-#<V(%1\$#0I;*,*`0I+34P,"XQ*#`Q+CDI+3DT,"XX*"OY
M-"XR*2TU-C<Y+COH-#4E*5U42@T*150-"C`N-2!G#0HS-#@N-CD@,SOR+C`Y
M(#(R+C4V("TR+C@X(')E#0IF#0HS.#0N,C\$@,SOR+C`Y(#(R+C4V("TR+C@X
M(')E#0IF#0HT,C\$N-#\$@,SOR+C`Y(#\$W+C4R("TR+C@X(')E#0IF#0HT.38N
M,CD@,SOR+C`Y(#DN.#0@+3(N.##@<F4-"F8-"D)4#0HO1C4@,2!49@T*,3(@
M,"`P(#\$R(#,P,"XR,2`S,3(N,S,@5&T-"C@9PT**V(V"E4:@T*150-"F5N
M9'-T<F5A;OT*96YD;V)J#0HQ,B`P(&]B:@T*/#P-"B]0<F]C4V5T(%LO4\$1&
M("]497AT(%T-"B] &;VYT(#P\#0HO1C(@-"`P(#(-"B] &,R`U(#`@4@T*+T8T
M(#8@,"!2#0HO1C4@-R`P(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(@@
M,"!2#0H^/T*/CX-"F5N9&]B:@T*,30@,"!08FH-"CP\#0HO3&5N9W1H(#0V
M-C`-"CX^#0IS=')E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U
M(#DV,2XP-2!4;OT*,"!G#0HO1U,Q(=&S#0HP(%1C#0HP(%1W#0HH("`@
M("`@("`@("`@51J#0HO1C0@,2!49@T*,"`M,BXS-B!41`T**\$UA;F%G
M96UE;G1<C(R<R!\$:7-C=7-S:6]N(&%N9"!;F%L>7-I<RE4:@T*,"`M,2XR
M,B!41`T**&]F(\$9I;F%N8VEA;"!#;VYD:71I;VX@86YD(%)E<W5L=',@;V8@
M3W!E<F\$T:6]N<RE4:@T*+T8R(#\$@5&8-"C`@+3(N,S0@5\$0-"ELH("DM,C,P
M*"`I+3\$Q-3`H3F]R=&@06UE<FEC86X@<V\$L97,@;6%R9VEN(&EN8W)E87-E
M9"!B>2`D,3ON,B!M:6QL:6]N('!R:6UA<FEL>2!R969L96-T:6YG(&\$@,2XX
M(&UI;&QI;VX@=&]N(&EN8W)E87-E(&EN('A;&5S("E=5\$H-"C\$N.##@+3\$N
M,3(@5\$0-"BAV;VQU;64N(%)E=F5N=64@9G)O;2!.;W)T:"!;65R:6-A;B!S
M86QE<R!A;F0@<V5R=FEC97,@:6YC<F5A<V5D("OV,RXV(&UI;&QI;VX@9`5E
M('!O('!H92!S86QE<R!V;VQU;64@*51J#0I4*@T**&EN8W)E87-E(&%N9"!H
M:6=H97(@<V\$L97,@<')I8V4@<F5A;&EZ871I;VXN*51J#0HM,2XX."`M,2XQ
M,B!41`T**" `I5&H-"B] &-2`Q(%1F#0I4*@T*6RA<,C(U*2TQ,S`H("DM,3\$U
M,"A2;WEA;'1Y(&%N9"!M86YA9V5M96YT(&9E92!R979E;G5E(&%N9"!I;F-0
M;64L(&EN8VQU9&EN9R!A;6]U;G1S('!A:60@8GD@=&AE(\$-O;7!A;GD@87,@
M82!P87)T:6-I<&%N="!I;B`I751*#0HQ+C@X("TQ+C\$R(%1\$#0HH=&AE(&UI
M;FEN9R!V96YT=7)E<RP@=V%S("0T.2XW(&UI;&QI;VX@:6X@,3DY."!V97)S
M=7,@)#0W+C4@;6EL;&EO;B!I;B`Q.3DW+!A;B!I;F-R96\$S92!O9B`D,BXR
M(&UI;&QI;VXL("E4:@T*5"H-"BAP<FEM87)I;'D@9`5E('!O(&EN8W)E87-E
M9"!P<F]D=6-T:6]N(&%T(%1I;&1E;B!-:6YE+BE4:@T*+3\$N.##@+3\$N,3(@
M5\$0-"B@*51J#0I4*@T*6RA<,C(U*2TQ,S`H("DM,3\$U,"A;W=E<B!I;G1E
M<F5S="!E>'!E;G-E+"`D,BXR(&UI;&QI;VXL(')E9FQE8W1I;F<@:6YT97)E
M<W0@8V\$P:71A;&EZ871I;VX@;VX@=&AE(\$A"22!P<F]J96-T+BE=5\$H-"E0J
M#0HH("E4:@T*5"H-"ELH7#(R-2DM,3,P*" `I+3\$Q-3`H3V9F<V5T=&EN9R!W
M87,@;&]W97(@;W1H97(@:6YC;VUE+"`D-BXR(&UI;&QI;VXL('!R:6UA<FEL
M>2!R969L96-T:6YG('!H92!N;VXM<F5C=7)R:6YG(\$Y.3<@<F5V97)S86P@
M;V8@*5U42@T*,2XX."`M,2XQ,B!41`T**&L;W-E9&]W;B!C;W-T<RP@) #4N
M,"!M:6QL:6]N+"!R96QA=&5D('!O('!H92!S:'5T9&]W;B!A;F0@<V\$L92!O
M9B!!=7-T<F\$L:6%N(&]P97)A=&EO;G,L('!H:6-H(&AA9"!B965N("E4:@T*
M5"H-"BAP<F]V:61E9"!I;B!P<FEO<B!Y96%R<RXI5&H-"BTQ+C@X("TQ+C\$R
M(%1\$#0HH("E4:@T*5"H-"ELH7#(R-2DM,3,P*" `I+3\$Q-3`H2&EG:&5R(&]T
M:65R(&5X<&5N<V5S+"`D-2XS(&UI;&QI;VXL(&EN8VQU9&EN9R!I;F-R96\$S
M960@8G5S:6YE<W,@9&5V96QO<@UE;G0@8V]S=' ,L("OS+C\$@;6EL;&EO;BP@
M86YD(&%N("E=5\$H-"C\$N.##@+3\$N,3(@5\$0-"BAI;F-R96\$S92!I;B!T:64@
M86QL;W=A;F-E(&90<B!D;W5B=&9U;"!A8V-O=6YT<RP@)#N,B!M:6QL:6]N
M+BE4:@T*+3\$N.##@+3\$N,3(@5\$0-"B@*51J#0I4*@T*6RA<,C(U*2TQ,S`H
M("DM,3\$U,"A(:6=H97(8661M:6YI<W1R871I=F4@97AP96YS92P@)#N-B!M
M:6QL:6]N+"!L;W=E<B!I;G9E<W1M96YT(&EN8V]M92P@)"XY(&UI;&QI;VXL
M(&%N9"!A;B!I;F-R96\$S92!I;B!T:64@*5U42@T*,2XX."`M,2XQ,B!41`T*
M*\$-L:69F<R!A;F0@07-S;V-I871E<R!,:6UI=&5D(&5Q=6ET>2!L;W-S+"`D
M+C@@;6EL;&EO;B!I5&H-"BTQ+C@X("TR+C,@5\$0-"BA4:64@;&]W97(8669F
M96-T:79E('!A>"!R871E(&EN(\$Y.3@L(')E;&%T:79E('!O(\$Y.3<L(')E
M9FQE8W1S('!H92!A8G-E;F-E(&]F('!H92!H:6=H97(8075S=')A;&EA;B!S
M=&%T=71O<GD@=&%X(')A=&4@*51J#0HP("TQ+C\$R(%1\$#0HH86YD('!H92!I
M;F-R96\$S960@8F5N969I="!O9B!D97!L971I;VX@86QL;W=A;F-E<RX@4&%R
M=&EA;&QY(&]F9G-E='1I;F<@<V5R92!T87@8W)E9&ET<R!O9B`D,RXU(&UI
M;&QI;VX@86YD("OU+C8@*51J#0I4*@T**&UI;&QI;VX@<F5C;W)D960@:6X@
M,3DY."!A;F0@,3DY-RP@<F5C<&5C=&EV96QY+"!R969L96-T:6YG(')E87-S
M97-S;65N="!O9B!I;F-O;64@=&%X(&]B;&EG871I;VYS(')E<W5L=&EN9R!F
M<F]M("E4:@T*5"H-"BAA=61I=',@;V8@<')I;W(@>65A<G-<,C(R('!A>"!R

M971U<FYS+B`I5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH0V%S:"!&;&]W
M(&%N9"! ,:7%U:61I='DI5&H-"B] &-2`Q(%1F#0HP("TR+C,T(%1\$#0HH070@
M1&5C96UB97(@,S\$L(\$#Y.3DL('1H92!#;VUP86YY(&AA9"!C87-H(&%N9"!C
M87-H(&5Q=6EV86QE;G1S(&]F("0V-RXV(&UI;&QI;VXN(\$EN(&%D9&ET:6]N
M+!"!T:&4@9G5L;"!A;6]U;G0@;V8@*51J#0HP("TQ+C\$R(%1\$#0HH82`D,3`P
M(&UI;&QI;VX@=6YS96-U<F5D(')E=F]L=FEN9R!C<F5D:70@9F%C:6QI='D@
M=V%S(&%V86EL86)L92X@4')I;F-I<&%L('!A>6UE;G1S(&]N('1H92!#;VUP
M86YY7#(R,G,@)#<P(&UI;&QI;VX@*51J#0I4*@T**`-E;FEO<B!U;G-E8W5R
M960F;F]T97,@87)E("&YO="!R97@U:7)E9"!U;G1I;"`R,#`U+!"!W:&5N('1H
M92!F=6QL(&%M;W5N="!<R!D=64N("E4:@T*,"`M,BXS(%1\$#0HH1F]L;]&]W
M:6YG(&ES(&\$@<W5M;6%R>2!O9B`Q.3DY(&-A<V@9FQO=R!A8W1I=FET>3H@
M*51J#0HX+C\$X("TQ+C\$R(%1\$#0HP+C8Y(%1C#0I;*`@("DM,C(R,#`H("`I
M+30P,"@@*2TX,C`H("E=5\$H-"B] &,B`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W
M.2`T,S4N.#\$@=#0T+C`Y(%1M#0HP(%1C#0HH7"A);B!-:6QL:6]N<UPI*51J
M#0I@5`T*,"XU(\$<-`C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-
M"C0X."XS-R`T-#`N,C4@;0T*`-#`U+C,S(#0T,"XR-2!L#0HT,S4N,S,@-#0P
M+C(U(&T-"COS-2XS,R`T,SDN-S<@;`T*4PT*,"!`#0HT,S4N,S,@-#`Y+C<W
M(&T-"COX."XS-R`T,SDN-S<@;`T*`-#@X+C,W(#0S.2XW-R!M#0HT.#@N,S<@
M-#0P+C(U(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q,C,N.#\$@-#(X
M+C<S(%1M#0HH0V%S:"!F;]&]W(&9R;VT@;W!E<F%T:6]N<SHI5&H-"C\$N,3\$Y
M,B`M,2XR,30T(%1\$#0I;*`\$)E9F]R92!C:&%N9V5S(&EN(&]P97)A=&EN9R!A
M<W-E=',@86YD(&QI86)I;&ET:65S*2TQ,3,X."XV**OI+3,S,RXT*#,U+C8I
M751*#0I4*#T*6RA#:&%N9V5S(&EN(&]P97)A=&EN9R!A<W-E=',@86YD(&QI
M86)I;&ET:65S*2TQ-#8S-BXT*%PH,S\$N-BDM,3(N-BA<*2E=5\$H-"D54#0HP
M+C4@1PT*`-#<R+C(Y(#0P,"XT,2!M#0HT-3\$N-#\$@-#`P+COQ("COU,2XT
M,2`T,#`N-#\$@;0T*`-#4Q+COQ(#,Y.2XY,R!L#0I3#0HP(\$<-`COU,2XT,2`S
M.3DN.3,@;0T*`-#<R+C(Y(#,Y.2XY,R!L#0HT-S(N,CD@,SDY+CDS(&T-"COW
M,BXR.2`T,#`N-#\$@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$T-BXS
M-R`S.#@N.#D@5&T-"ELH3F5T(&-A<V@9G)O;2!O<&5R871I;VYS*2TR,3`Q
M."XQ*#0N,"E=5\$H-"BTR+C(S.#,@+3\$N,C\$T-"!41`T*6RA#87!I=&%L(&5X
M<&5N9&ET=7)E<RDM,C0R-30N."A<*#(P+C,I+3\$R+C8H7"DI751*#0I4*#T*
M6RA);G9E<W1M96YT(&%N9"!A9`9A;F-E<R!T;R!#;&EF9G,@86YD(\$%S<V]C
M:6\$T97,@3&EM:71E9"DM.3(U."XR*%PH,3(N-2DM,3(N-BA<*2E=5\$H-"E0J
M#0I;*`\$)E<5R8VAA<V5S(&]F(&-O;6UO;B!S:&%R97,I+3\$Y.#8X+C(H7"@Q
M-RXR*2TQ,BXV*%PT*5U42@T*5"H-"ELH1&EV:61E;F1S*2TR.#,Y,BXT*%PH
M,38N-RDM,3(N-BA<*2E=5\$H-"D54#0HP+C4@1PT*`-#<R+C(Y(#,S-BXP.2!M
M#0HT-3\$N-#\$@,S,V+C`Y(&P-"COU,2XT,2`S,S8N,#D@;0T*`-#4Q+COQ(#,S
M-2XV,2!L#0I3#0HP(\$<-`COU,2XT,2`S,S4N-C\$@;0T*`-#<R+C(Y(#,S-2XV
M,2!L#0HT-S(N,CD@,S,U+C8Q(&T-"COW,BXR.2`S,S8N,#D@;`T*4PT*0E0-
M"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$S-2XP.2`S,CON-3<@5&T-"ELH1&5C<F5A
M<V4@:6X@8V%S:"!A;F0@8V%S:"!E<75I=F%L96YT<RDM,34V-#`N,B@D7"@V
M,BXW*2TQ,BXV*%PT*5U42@T*150-"C`N-2!G#0HT-3\$N-#\$@,S(P+C<S(#
P M+C@X("TR+C@X(')E#0IF#0I"5`T*+T8U(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV
M-2`R.3`N.3<@5&T-"C`@9PT**%1H92`D,S\$N-B!M:6QL:6]N(&EN8W)E87-E
M(&EN(&]P97)A=&EN9R!A<W-E=',@86YD(&QI86)I;&ET:65S('!R:6UA<FEL
M>2!R969L96-T960@:&EG:&5R('1R861E(')E8V5I=F%B;&5S+"`I5&H-"C`@
M+3\$N,3(@5\$0-"B@D,C,N-B!M:6QL:6]N+"!D=64@=& \ @:6YC<F5A<V5D('A
M;65S(&EN('1H92!M;VYT:"!O9B!\$96-E;6)E<B`Q.3DY('9E<G-U<R`Q.3DX
M+!"!A;F0@;]&]W97(@<&%Y86)L97,@86YD(&%C8W)U960*51J#0I4*#T**&5X
M<&5N<V5S+"`D,30N-2!M:6QL:6]N+B!)<F]N(&]R92!I;G9E;G10<GD@870@
M1&5C96UB97(@,S\$L(\$#Y.3D@=V%S("0S-BXV(&UI;&QI;VXL(&\$@9&5C<F5A
M<V4@;V8@)#8N."!M:6QL:6]N("E4:@T*5"H-"BAF<F]M(\$1E8V5M8F5R(#,Q
M+!"`Q.3DX+B`I5&H-"C(R+C@X("TR+C,@5\$0-"B@R-R`I5&H-"D54#0IE;F1S
M=')E86T-"F5N9&]B:@T*,34@,"!O8FH-"CP`@HO4')O8U-E="!;+U!\$1B`O
M5&5X="!=#0HO1F]N="` \ `T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"B] &-`V
M(#`@4@T*+T8U(#<@,"!2#0H`/@T*+T5X=\$=3=&%T92` \ `T*+T=3,2`X(#`@
M4@T*/CX^"CX^#0IE;F108FH-"C\$W(#`@;V)J#0H` \ `T*+TQE;F=T:"`U-3,Q
M#0H` \ `T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y
M-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`@("`@`@
M("`@("`@("E4:@T*+T8T(#\$@5&8-"C`@+3(N,S8@5\$0-"BA-86YA9V5M
M96YT7#(R,G,@1&ES8W5S<VEO;B!A;F0@06YA;'ES:7,I5&H-"C`@+3\$N,C(@
M5\$0-"BAO9B!&:6YA;F-186P@OV]N9&ET:6]N(&%N9"!297-U;`1S(&]P]P
M97)A=&EO;G,I5&H-"B] &,B`Q(%1F#0HP("TR+C,T(%1\$#0HH1F]L;]&]W:6YG
M(&ES(&\$@<W5M;6%R>2!O9B!K97D@;&EQ=6ED:71Y(&UE87-U<F5S.B`I5&H-
M"C4N.#0@+3\$N,3(@5\$0-"C`N-3<@5&,-"ELH("DU-#`H("DM,3DP,C`H("DU
M-C`H("I+3\$P.#`H("I+3\$R,C`H("I+3\$P.#`H("I+3\$R,C`H("I+3\$P
M.#`H("E=5\$H-"C\$P+C`W.2`P(#`@,3`N,#<Y(#,V-RXT,2`X-C0N.#\$@5&T-
M"C`@5&,-"BA!="!\$96-E;6)E<B`S,2!<*\$EN(\$UI;&QI;VYS7"DI5&H-"D54
M#0HP+C4@1PT*,"!*(#`@:B`P+C('!<@,3`@32!;73`@9`T*,2!I('T*`-3\$V
M+COU(#@V,"XY-R!M#0HS-#`N,CD@.#8P+CDW(&P-"C,T,"XR.2`X-C`N.3<@
M;0T*,SOP+C(Y(#@V,"XT.2!L#0I3#0HP(\$<-`C,T,"XR.2`X-C`N-#D@;0T*
M-3\$V+COU(#@V,"XT.2!L#0HU,38N-#4@.#8P+C0Y(&T-"C4Q-BXT-2`X-C`N
M.3<@;`T*4PT*0E0-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-3\$N
M,S,@.#0X+C<S(%1M#0HH,3DY.2E4:@T*+T8R(#\$@5&8-"C8N-C0S-2`M,"XP
M-#<V(%1\$#0I;*`\$Y.3@I+30V-#N-B@Q.3DW*5U42@T*150-"C`N-2!`#0HS
M.#(N-3,@.#0T+COQ(&T-"C,T,"XR.2`X-#0N-#\$@;`T*,SOP+C(Y(#@T-"XT
M,2!M#0HS-#`N,CD@.#0S+CDS(&P-"E,-"C`@1PT*,SOP+C(Y(#@T,RXY,R!M
M#0HS.#(N-3,@.#0S+CDS(&P-"C,X,BXU,R`X-#N.3,@;0T*,S@R+C@S<#D
M-"XT,2!L#0I3#0HP+C4@1PT*`-#0Y+COY(#@T-"XT,2!M#0HT,#<N,C4@.#0T
M+C0Q(&P-"COP-RXR-2`X-#0N-#\$@;0T*`-#`W+C(U(#@T,RXY,R!L#0I3#0HP
M(\$<-`COP-RXR-2`X-#N.3,@;0T*`-#0Y+COY(#@T,RXY,R!L#0HT-#DN-#D@
M.#0S+CDS(&T-"COT.2XT.2`X-#0N-#\$@;`T*4PT*,"XU(\$<-`C4Q-BXT-2`X
M-#0N-#\$@;0T*`-#<T+C(Q(#@T-"XT,2!L#0HT-S0N,C\$@.#0T+COQ(&T-"COW
M-"XR,2`X-#N.3,@;`T*4PT*,"!`#0HT-S0N,C\$@.#0S+CDS(&T-"C4Q-BXT
M-2`X-#N.3,@;`T*`-3\$V+COU(#@T,RXY,R!M#0HU,38N-#4@.#0T+COQ(&P-

M"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y-2XW,R`X,S\$N-CD@5&T-"BA#M87-H(&%N9"!C87-H(&5Q=6EV86QE;G1S*51J#0HO1C,@,2!49@T*,CON-SOPM-2`P+C`T-S8@5\$0-"ELH)"DM-3`P+C\$H-C<N-BE=5\$H-"B]&,B`Q(%1F#0HV M+C8T,S4@+3`N,#0W-B!41`T*6R@D,3,P+C,I+3,X.3,N-B@D,3\$U+CDI751* M#0HM,S\$N,SEs.2`M,2XS,S,U(%1\$#0HH3&JN9RUT97)M(&1E8G0I5&H-"B]& M,R`Q(%1F#0HR-2XW-#`U(#`N,#0W-B!41`T**<P+C`I5&H-"B]&,B`Q(%1F M#0HV+C8T,S4@+3`N,#0W-B!41`T*6R@W,"XP*2TT.#DS+C8H-S`N,"E=5\$H-M"D54#0HP+C4@1PT*,S<R+C8Y(#@Q-"XT,2!M#0HS-3`N,3,@.#\$T+C0Q(&P-M"C,U,"XQ,R`X,30N-#\$@;0T*,S4P+C\$S(#@Q,RXY,R!L#0I3#0HP(\$<- "C,U M,"XQ,R`X,3,N.3,@;0T*,S<R+C8Y(#@Q,RXY,R!L#0HS-S(N-CD@.#\$S+CDS M(&T-"C,W,BXV.2`X,30N-#\$@;`T*4PT*,"XU(\$<-"COS.2XV-2`X,30N-#\$@ M;0T*-\$#W+C`Y(#@Q-"XT,2!L#0HT,3<N,#D@.#\$T+C0Q(&T-"COQ-RXP.2`X M,3,N.3,@;`T*4PT*,"!`#0HT,3<N,#D@.#\$S+CDS(&T-"COS.2XV-2`X,3,N M.3,@;`T*-\$,Y+C8U(#@Q,RXY,R!M#0HT,SDN-C4@.#\$T+C0Q(&P-"E,-"C`N M-2!`#0HU,#8N-C\$@.#\$T+C0Q(&T-"COX-"XP-2`X,30N-#\$@;`T*-\$@T+C`U M(#@Q-"XT,2!M#0HT.#0N,#4@.#\$S+CDS(&P-"E,-"C`@1PT*-\$@T+C`U(#@Q M,RXY,R!M#0HU,#8N-C\$@.#\$S+CDS(&P-"C4P-BXV,2`X,3,N.3,@;0T*-\$`V M+C8Q(#@Q-"XT,2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@.3DN,#D@ M.#`Q+C8Y(%1M#0HH3F5T(&-A<V@7"AD96)T7"DI5&H-"B]&,R`Q(%1F#0HR M-"XT,#CQ(#`N,#0W-B!41`T*6R@D*2TV-C8N."A<#*(N-"DM,3(N-2A<*2E= M5\$H-"B]&,B`Q(%1F#0HV+C8T,S4@+3`N,#0W-B!41`T*6R@D*2TU,#`N,2@V M,"XS*2TS.#DS+C4H)"DM-3`P+C\$H-#4N.2E=5\$H-"D54#0HP+C4@9PT*,S4P M+C\$S(#<Y-RXX-2`R,BXU-B`M,BXX."!R90T*9@T*-\$#W+C`Y(#<Y-RXX-2`R M,BXU-B`M,BXX."!R90T*9@T*-\$@T+C`U(#<Y-RXX-2`R,BXU-B`M,BXX."!R M90T*9@T*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#DU+C<S(#<X,BXW,R!4;0T* M,"!G#0HH5V]R:VEN9R!C87!I=&%L*51J#0HO1C,@,2!49@T*,CON-SOP-2`P M+C`T-S8@5\$0-"B@D,30S+C0I5&H-"B]&,B`Q(%1F#0HV+C8T,S4@+3`N,#0W M-B!41`T*6R@D,3<V+C\$I+3,X.3,N-B@D,3<X+CDI751*#0I\$5`T*,"XU(&<- M"C,U,"XQ,R`W-S@N.#D@,C(N-38@+3(N.#@<F4-"F8-"COQ-RXP.2`W-S@N M.#D@,C(N-38@+3(N.#@<F4-"F8-"COX-"XP-2`W-S@N.#D@,C(N-38@+3(N M.#@<F4-"F8-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y-2XW,R`W-C,N-S<@ M5&T-"C`@9PT***)A=&EO(&]F(&-U<G)E;G0@87-S971S('!O(&-U<G)E;G0@ M;E&A8FEL:71I97,I5&H-"B]&,R`Q(%1F#0HR-2XT,#<R(#`N,#0W-B!41`T* M*#N,#HQ*51J#0HO1C(@,2!49@T*-BXV.3\$Q("TP+C`T-S8@5\$0-"ELH,RXQ M.C\$I+30V,34N-B@S+C\$Z,2E=5\$H-"B]&-"`Q(%1F#0HQ,B`P(#`@,3(@,C4N M-C4@-S,U+CDS(%1M#0HH27)O;B!/<F4I5&H-"B]&,B`Q(%1F#0HP("TR+C,T M(%1\$#0HH5&AE('-I>`!M:6YE<R!M86YA9V5D(&)Y('!H92!#;VUP86YY('!R M;V1U8V5D(#,V+C(@;6EL;&EO;B!T;VYS(&]F(&ER;VX@;W)E(&EN(#\$Y.3DL M(&-O;7!A<F5D('!O(')E8V]R9" `I5&H-"B]&-2`Q(%1F#0HP("TQ+C\$R(%1\$ M#0HH<')O9!5C=&EO;B!O9B`T,"XS(&UI;&QI;VX@=&]N<R!I;B`Q.3DX+B!4 M: &4@0V]M<&%N>5PR,C)S('H87)E(&]F('!R;V1U8W1I;VX@=V\$S(#@N."!M M:6QL:6]N('!O;G,@:6X@,3DY.2!V97)S=7,@82`I5&H-"E0J#0HH<F5C;W)D M(#\$Q+C0@;6EL;&EO;B!T;VYS(&EN(#\$Y.3@N(%1H92!D96-R96\$S92!W87,@ M;6\$I;FQY(&1U92!T;R!<P<F]D=6-T:6]N(&-U<G1A:6QM96YT<R!W:&EC:"!W M97)E('!5N9&5R=&%K96X@=&@*51J#0I4*@T**')E9'5C92!I;G9E;G1O<GD@ M; &5V96QS(&)E8V@U<V4@;V8@; &]W97(@<V\$L97,@=F]L=6UE+B!4: &4@0V]M M<&%N>2!A;F0@:71S('!T965L(&-O;7!A;GD@<&%R=&YE<G,@:&%V92!E; &5C M=&5D('!O("E4:@T*5"H-"BAS=&%R="`R,#`P(&]P97)A=&EN9R!T: &4@;6EN M97,@870@8V\$P86-I='D@; &5V96QS+B! (;W=E=F5R+"!<P<F]D=6-T:6]N(')A M=&5S(&%R92!S=6)J96-T('!O(&-H86YG92!D=7)I;F<@=&AE('!E87(N("E4 M:@T*,"`M,BXS(%1\$#0HH5&AE(\$-O;7!A;GE<,C(R<R!I<F]N(&]R92!P96QL M970@<V\$L97,@=V5R92`X+CDE;6EL;&EO;B!T;VYS(&EN(#\$Y.3D@=F5R<W5S M(#\$R+C\$@;6EL;&EO;B!T;VYS(&EN(#\$Y.3@N(%1H92!D96-R96\$S92!I;B`I M5&H-"C`@+3\$N,3(@5\$0-"BAS86QE<R!W87,@9'5E('!O(&)L87-T(&9U<FYA M8V4@;W5T86=E<R!A="!T=V\@;V8@=&AE(\$-O;7!A;GE<,C(R<R!S=&5E;"!C M=7-T;VUE<G,L(')E<`!E<V5N=&EN9R!M;W)E('!H86X@='O(&UI;&QI;VX@ M*51J#0I4*@T**!O;G,@;V8@86YN=6\$L('!E;&QE="!S86QE<RP@86YD('!-I M9VYI9FEC86YT(&EM<&]R=',@;V8@=6YF86ER;'D@=')A9&5D('!T965L+"!E M<W!E8VEA;&QY('!-E;6DM9FEN:7-H960N(\$5X<&5C=&5D(&AI9VAE<B`I5&H- M"E0J#0HH<&5L;&5T('!A;&5S('!9O;'!5M92!A;F0@86=G<F5S<VEV92!A8W1I M;VYS('!A:V5N(&EN(#\$Y.3D@=&@<F5D=6-E(&EN=F5N=&]R>2!A;F0@<')O M9'5C=&EO;B!C;W-T<R!S:&]U;&@08V]N=')I8G5T92`I5&H-"E0J#0HH=&@& M86X@:6UP<F]V960>65A<B!I;B`R,#`P+B!)<F]N(&]R92!P96QL970@<V\$L M97,@:6X@,C`P,"!A<F4@<')O:F5C=&5D('!O(&5X8V5E9"!E;&5V96X@;6EL M;&EO;B!T;VYS+"!L87)G96QY(&1U92!T;R`I5&H-"E0J#0HH=&AE(')E='5R M;B!O9B!B;&%S="!F=7)N86-E(&]P97)A=&EO;G,@=&AA="!W97)E(&]U="!F M;W(@;6]S="!O9B`Q.3DY(&%N9"!I;7!R;W9I;F<@;6R:V5T<RX@5&AE(\$-O M;7!A;GE<,C(R<R!S86QE<R`I5&H-"E0J#0HH=F]L=6UE(&ES(&QA<F=E;'D@ M8V]M;6ET=&5D('!5N9&5R(&UU;'!I+7EE87(@<V\$L97,@8V]N=')A8W1S+"!W M:&EC:"!A<F4@<W5B:F5C="!T;R!C:&%N9V5S(&EN(&-U<W1O;65R("E4@T* M5"H-"BAR97%U:7)E;65N=' ,N(\$1U<FEN9R`Q.3DY+"!T: &4@0V]M<&%N>2!N M96=O=&EA=&5D(')E<&QA8V5M96YT(&]R(&5X=&5N<VEO;B!O9B!S86QE<R!A M9W)E96UE;G1S('!I=&@06-M92`I5&H-"E0J#0HH365T86QS+"!2R!3=&5E M;"!A;F0@5T-) (%-T965L(&9O<B!P97)I;V1S(&]F('!5P('!O(&9I=F4@&65A M<G,@<F5P<F5S96YT:6YG(#,N-2!T;R`T+C`@;6EL;&EO;B!T;VYS(&EN('!O M=&%L('!E<B!Y96%R+B`I5&H-"E0J#0HH3F\@;6%J;W(@;75L=&DM>65A<B!C M;VYT<F"C=',@87)E(&1U92!T;R!E>`!I<F4@8F5F;W)E(\$!E8V5M8F5R(#,Q M+"`R,#`R+B`I5&H-"C`@+3(N,R!41`T**\$EN=&5R;F%T:6]N86P@:7)O;B!O M<F4@<&5L;&5T('!R:6-E(&-H86YG97,@:6UP86-T(&-E<G1A:6X@;V8@=&AE M(\$-O;7!A;GE<,C(R<R!M=6QT:2UY96R('!A;&5S(&-O;G1R86-T<RP@=VAI M8V@@=7-E("E4:@T*,"`M,2XQ,B!41`T**&EN=&5R;F%T:6]N86P@<')I8V5S M(&%S('!R:6-E(&%D:G5S=&UE;G0@9F%C=&]R<RX@079E<F%G92!P<FEC92!R M96%L:7IA=&EO;B!O;B!T: &4@0V]M<&%N>5PR,C)S(#(P,#`@<V\$L97,@:7,@ M<')O:F5C=&5D("E4:@T*5"H-"BAT;R!A<`!R;WAI;6%T92`Q.3DY+"!R969L M96-T:6YG('!H92!M:7@@;V8@=F%R:6]U<R!M=6QT:2UY96R(&-O;G1R86-T

M: &4@0VJm<&%N>2!E>'!E8W1S ('1O (&9U;F0@:71S ('-H87)E (&]F (&-A<&ET
M86P@97AP96YD:71U<F5S (&9R;VT@8W5R<F5N="!O<&5R871I;VYS+B`I5&H-
M"E0J#0HH3VX@4V5P=&5M8F5R (#(X+"`Q.3DX+"!!8VUE (\$UE=&%L<R!);F-O
M<G!O<F%T960@86YD (&ET<R!W: &]L; 'DM;W=N960@<W5B<VED:6%R>2!8VUE
M (&-T965L (\$-O;7!A;GD@*51J#0HP ("TQ+C\$R (%1\$#0HH7"AC;VQL96-T:79E
M;'D@7#(R,T%&C;65<;C(T"7"DL (&\$@<&%R=&YE<B!I;B!786)U<V@86YD (&%N
M (&ER;VX@;W)E (&-U<W1O;65R+"!P971I=&EO;F5D (&9O<B!P<F]T96-T:6]N
M ('5N9&5R (\$-H87!T97 (@,3\$@;V8@*51J#0I4*@T**'1H92!5+E,N(\$)A;FMR
M=7!T8WD@0V]D92X@5&AE (\$-O;7!A;GD@: &%D (&\$@) # \$N,B!M:6QL:6]N ('!R
M92UP971I=&EO;B!T<F%QD92!R96-E:79A8FQE (&9R;VT@06-M92P@=VAI8V@@
M: &%S ("E4:@T*5"H-"BAB965N (&9U; &QY ('!R;W9I9&5D (&EN ('1H92!A; &QO
M=V%N8V4@9F]R (&1O=6)T9G5L (&%C8V]U;G1S+B!3:6YC92!I=',@9FEL:6YG
M+"!!8VUE (&AA<R!M86EN=&%I;F5D (&]P97)A=&EO;G,@=VET:"`I5&H-"E0J
M#0HH9&5B=&]R+6EN+7!O<W-E<W-I;VX@9FEN86YC:6YG (&%N9"!H87,@8V]N
M=&EN=65D (&ET<R!R96QA=&EO;G-H:7`@=VET:"!786)U<V@86YD ('1H92!#
M;VUP86YY+B!386QE<R!T;R!8VUE (&EN ("E4:@T*5"H-"B@Q.3DY (')E<')E
M<V5N=&5D (&QE<W,@=&AA;B`X ('!E<F-E;G0@;V8@=&]T86P@<V%L97,@=F]L
M=6UE+B`I5&H-"C`@+3(N,R!41`T**%1H92!M86IO<B!B=7-I;F5S<R!R:7-K
M (&9A8V5D (&Y ('1H92!#;VUP86YY (&EN (&ER;VX@;W)E (&ES (&QO=V5R (&-U
M<W1O;65R (&]R ('9E;G1U<F4@<&%R=&YE<B!C;VYS=6UP=&EO;B!O9B!I<F]N
M ("E4:@T*,``M,2XQ,B!41`T**&]R92!F<F]M ('1H92!#;VUP86YY7#(R,G,@
M;W=N960@86YD (&UA;F%G960@=F5N='5R97,@=VAI8V@@;6%Y (')E<W5L="!F
M<F]M (&-O;7!E=&ET:6]N (&9R;VT@;W1H97 (@:7)O;B!O<F4@*51J#0I4*@T*
M*-U<'!L:65R<SL@=7-E (&]F (&ER;VX@;W)E ('-U8G-T:71U=&5S+"!I;F-L
M=61I;F<@:6UP;V]T960@<V5M:2UF:6YI<VAE9"!S=&5E;#L@<W1E96P@:6YD
M=7-T<GD@8V]N<V]L:61A=&EO;BP@*51J#0I4*@T**')A=&EO;F%L:7IA=&EO
M;B!O<B!F:6YA;F-I86P@9F%I;'5R93L@;W (@9&5C<F5A<V5D (\$YO<G1H (\$%M
M97)I8V%N ('-T965L ('!R;V1U8W1I;VXL (')E<W5L=&EN9R!F<F]M (&EN8W)E
M87-E9"!I;7!O<G1S ("E4:@T*5"H-"BAO<B!L;W=E<B!S=&5E;"!C;VYS=6UP
M=&EO;BX@3]S<R!O9B!S86QE<R!A;F0O;W (<F]Y86QT>2!A;F0@;6%N86=E
M;65N="!F964@:6YC;VUE (&]N (&%N>2!S=6-H ('5N;6ET:6=A=&5D (&QO<W,@
M*51J#0I4*@T**&]F (&U<VEN97-S ('=O=6QD (&AA=F4@82!G<F5A=&5R (&EM
M<&%C="!O;B!E87)N:6YG<R!T: &%N (')E=F5N=64L (&1U92!T;R!T: &4@: &EG
M:"!L979E;"!O9B!F:7AE9"!C;W-T<R!I;B!T: &4@:7)O;B`I5&H-"E0J#0HH
M;6EN:6YG (&U<VEN97-S+B`I5&H-"C(R+C@X ("TR+C,@5\$0-"B@R.2`I5&H-
M"D54#0IE;F1S=')E86T-"F5N9&]B:@T*,C\$@,"!O8FH-"CP\#0HO4')O8U-E
M="!;+U!\$1B`O5&5X="!=#0HO1F]N="`\/`T**+T8R(#0@,"!2#0HO1C,@-2`P
M (%(-B] &-`V (#`@4@T**+T8U (<@,``!2#OH^/@T**+T5X=\$=3=&%T92`\/`T*
M+T=3,2`X (#`@4@T*/CX-"CX^#0IE;F1O8FH-"C(S (#`@;V)J#0H\`T**+TQE
M;F=T:"`T,34W#0H"/@T* <W1R96%M#0I"5`T**+T8R (#\$@5&8-"C\$R (#`@,"`Q
M,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT**+T=3,2!G<PT*,``!48PT*,``!4=PT*
M**`@ ("`@ ("`@ ("`@ ("`@ ("E4:@T**+T8T (#\$@5&8-"C`@+3(N,S8@5\$0-
M"BA-86YA9V5M96YT7#(R,G,@1&ES8W5S<VEO;B!A;F0@06YA;'ES:7,I5&H-
M"C`@+3\$N,C (@5\$0-"BAO9B!&:6YA;F-I86P@0V]N9&ET:6]N (&%N9"!297-U
M;'1S (&]F (\$]P97)A=&EO;G,I5&H-"C`@+3(N-"!41`T**\$9E<G)O=7,@365T
M86QL:6-S*51J#0HO1C@E,2!49@T*,``M,BXS-"!41`T**%1H92!#;VUP86YY
M7#(R,G,@<W1R871E9WD@:6YC;'5D97,@97AT96YD:6YG (&ET<R!B=7-I;F5S
M<R!S8V]P92!T;R!P<F]D=6-E (&%N9"!S=7!P;'D@9F5R<F]U<R!M971A; &QI
M8R!P<F]D=6-T<R!T;R!A;B`I5&H-"C`@+3\$N,3 (@5\$0-"BAE>'!A;F1E9"!C
M=7-T;VUE<B!B87-E+"!I;F-L=61I;F<@96QE8W1R:6,@87)C (&9U<FYA8V4@
M<W1E96QM86ME<G,N ("E4:@T*,``M,BXS (%1\$#0HH0VQI9F9S (&%N9"!<W-O
M8VEA=&5S (\$QI;6ET960L (&\$@:F]I;G0@=F5N='5R92!I;B!4<FEN:61A9"!A
M;F0@5&]B86=O+"!H87,@8V]M<QE=&5D (&-O;G-T<G5C=&EO;B!O9B!A (&9A
M8VEL:71Y ('1O ("E4:@T*,``M,2XQ,B!41`T**!R;V1U8V4@<')E;6EU;2!Q
M=6%L:71Y (\$A"22!T;R!B92!M87)K971E9"!T;R!T: &4@<W1E96P@:6YD=7-T
M<GDN (%1H92!V96YT=7)E7#(R,G,@<&%R=&EC:7!A;G1S+"!T:')O=6=H ('-U
M8G-I9&EA<FEE<RP@*51J#0I4*@T**&EN8VQU9&4@=&AE (\$-O;7!A;GDL (#0V
M+C4@<65R8V5N=#L@5&AE (\$Q45B!#;W)P;W)A=&EO;BP@-#8N-2!P97)C96YT
M.R!A;F0@3`5R9VD@04<@;V8@1V5R;6%N>2P@-RXP ('!E<F-E;G0 [("E4:@T*
M5"H-"BAW:71H ('1H92!#;VUP86YY (&%C=&EN9R!A<R!M86YA9V5R (&%N9"!S
M86QE<R!A9V5N="X@4')O:F5C="!C87!I=&%L (&-O;G-T<G5C=&EO;B!E>'!E
M;F1I='5R97,@=V5R92`D,38U+C (@:6EL; &EO;B`I5&H-"E0J#0HH7"A#;VUP
M86YY ('-H87)E (%PR,C<@) #<V+C@@:6EL; &EO;EPI+B!.;R!P<F]J96-T (&9I
M;F%N8VEN9R!W87,@=7-E9"!F;W (@8V]N<W1R=6-T:6]N+B`I5&H-"C`@+3(N
M,R!41`T**%1H92! (ODD@9F%&C:6QI='D@: &%S ('!R;V1U8V5D ('-U9F9I8VEE
M;G0@<F5D=6-E9"!I<F]N ('1O (&1E;6]N<W1R871E ('1H870@=&AE (&-I<F-O
M<F5D7#(U-B!P<F]C97-S ('1E8VAN;VQO9WD@=VEL;"`I5&H-"C`@+3\$N,3 (@
M5\$0-"BA4<FEN:61A9"!F86-I; &ET>2!T;R!P<F]D=6-E (&\$@<W5S=&%I;F5D
M<&5C:69I8V%T:6]N<R!T: &%T ('=E<F4@97AP96-T960L (&EN8VQU9&EN9R!H
M:6=H (&UE=&%L:7IA=&EO;B!R871E<RX@4W5S=&%I;F5D ("E4:@T*5"H-"BAL
M979E;',@;V8@8G)I<75E='1E ('!R;V1U8W1I;VX@: &%V92!N;W0@>65T (&E
M96X@86-H:65V960@9`5E ('1O (&%N (&5X=&5N9&5D ('-T87)T+75P (&-U<G9E
M+"!W:&EC:"!H87,@9&5L87EE9"!T: &4@*51J#0I4*@T**&EN=")O9`5C=&EO
M;B!O9B!#25) #04Q,C,Q (&)R:7%U971T97,@:6YT;R!T: &4@;6%R:V5T+B!4
M: &4@0VJm<&%N>2!R96UA:6YS (&-O;F9I9&5N="!I;B!T: &4@979E;G1U86P@
M<W5C8V5S<R!O9B`I5&H-"E0J#0HH=&AE (&9A8VEL:71Y+B`I5&H-"C`@+3(N
M,R!41`T**%1H92!P<FEM87)Y (&U<VEN97-S (')I<VL@9F%&C960@8GD@=&AE
M (\$-O;7!A;GD@:6X@9F5R<F]U<R!M971A; &QI8W,@:7,@=&AE (&%S ('EE="!F
M;F1E;6]N<W1R871E9"!C87!A8FEL:71Y (&]F ('1H92`I5&H-"C`@+3\$N,3 (@
M5\$0-"BA4<FEN:61A9"!F86-I; &ET>2!T;R!P<F]D=6-E (&\$@<W5S=&%I;F5D
M ('!U86YT:71Y (&]F (&UA<FME="UQ=6%L:71Y (\$A"22!T;R!A8VAI979E ('!R
M;V9I= &%B; &4@;W!E<F%T:6]N<RX@*51J#0HP ("TR+C,@5\$0-"BA4: &4@0V]N
M<&%N>2!C;VYT:6YU97,@=&\@979A;'5A=&4@86X@:6YV97-T;65N="!I;B!A
M ('!L86YT (&%T ('1H92!#;VUP86YY7#(R,G,@=VAO; &QY+6]W;F5D (\$YO<G1H
M<VAO<F4@;6EN92!I;B`I5&H-"C`@+3\$N,3 (@5\$0-"BA-:6YN97-O=&\$@=&\@

M<')O9'5C92!P<F5M:75M(&=R861E('!I9R!I<F]N+B!7:&EL92!P<F]G<F5S
M<R!H87, @8F5E;B!M861E(&EN(&\$@;G5M8F5R(&]F(&%R96%S+"!U;F-E<G1A
M:6YT>2!O=F5R("E4:@T*5"H-"BAM87)K970@8V]N9&ET:6]N<R!A;F0@=&EM
M:6YG(&]F('T871E(&5N=FER;VYM96YT86P<&5R;6ET=&EN9R!H87, &C<]S
M="!O;F5D(&\$@9&5C:7-I;VX@;VX@=&AE('!R;VIE8WON("E4:@T*+T8S(#\$@
M5&8-"C`@+3(N,S8@5\$0-"BA3=")A=&5G:6,@26YV97-T;65N=' ,I5&H-"B] &
M-2`Q(%1F#0HP("TR+C,T(%1\$#0HH5&AE(\$-O;7!A;GD@:7,@<'5R<W5I;F<@
M861D:71I;VYA;"!D;VUE<W1I8R!A;F0@:6YT97)N871I;VYA;"!I;G9E<W1M
M96YT(&]P<&]R='5N:71I97,@=&\@8G)O861E;B!I=' ,@<V-O<&4@87,@82`I
M5&H-"C`@+3\$N,3(@5\$0-"BAS=7!P; &EE<B!O9B!I<F]N('5N:71S('!O`1`H
M92!S=&5E;"!I;F1U<W1R>2P@:6YC;'5D:6YG(&EN=F5S=&UE;G1S(&EN(&ER
M;VX@;W)E('!E;&QE="!O<B!F97)R;W5S(&UE=&%L;&EC<R!F86-I;&ET:65S
M+B!) ;B`I5&H-"E0J#0HH=&AE(&YO<FUA;"!C;W5R<V4@;V8@8G5S:6YE<W,L
M('1H92!#;VUP86YY(&5X86UI;F5S(&]P<&]R='5N:71I97,@=&\@:6YC<F5A
M<V4@<')O9FET86)I;&ET>2!A;F0@<W1R96YG=&AE;B!I=' ,@*51J#0I4*@T*
M*!O<VET:6]N(&)Y(&5V86QU871I;F<@=F%R:6]U<R!I;G9E<W1M96YT(&]P
M<&]R='5N:71I97,@8V]N<VES=&5N="!W:71H(&ET<R!S=')A=&5G>2X@26X@
M=&AE(&5V96YT(&]F(&%N>2!F=71U<F4@*51J#0I4*@T**&%C<75I<VET:6]N
M<R!O<B!J;VEN="!V96YT=7)E(&]P<&]R='5N:71I97,L('1H92!#;VUP86YY
M(&UA>2!C;VYS:61E<B!U<VEN9R!A=F%I;&%B;&4@;&EQ=6ED:71Y+"!I;F-U
M<G)I;F<@861D:71I;VYA;"!I5&H-"E0J#0HH:6YD96)T961N97-S+"!P<F]J
M96-T(&9I;F%N8VEN9RP@;W(@;W1H97(@<V]U<F-E<R!O9B!F=6YD:6YG('!O
M(&UA:V4@:6YV97-T;65N=' ,N("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-
M"BA#87!I=&%L:7IA=&EO;BE4:@T*+T8U(#\$@5&8-"C`@+3(N,S0@5\$0-"BA,
M;VYG+71E<FT@9&5B="!O9B!T: &4@OV]M<&%N>2!C;VYS:7-T<R!O9B`D-S`@
M;6EL;&EO;B!O9B!S96YI;W(@=6YS96-U<F5D(&YO=&5S+"!W:71H(&\$@9FEX
M960@:6YT97)E<W0@<F%T92!O9B`I5&H-"C`@+3\$N,3(@5\$0-"B@W+C`@<&5R
M8V5N="P@86YD('=H:6-H(&%R92!S8VAE9!5L960@=&\@8F4@<F5P86ED(&]N
M(\$1E8V5M8F5R(#\$U+"`R,#`U+B!) ;B!A9&1I=&EO;B!T;R!T: &4@<V5N:6]R
M('5N<V5C=7)E9"!N;W1E<RP@*51J#0I4*@T**`1H92!#;VUP86YY+"!I;F-L
M=61I;F<@:71S('H87)E(&]F(&UI;FEN9R!V96YT=7)E<RP@:&%D(&-A<&ET
M86P@;&5A<V4@;V)L:6=A=&EO;G,@870@1&5C96UB97(@,S\$L(#\$Y.3D@;V8@
M*51J#0I4*@T**"O+T+C@@;6EL;&EO;BP@=VAI8V@87)E(&QA<F=E;'D@;F]N
M+7)E8V]U<G-E('!O('1H92!#;VUP86YY+B!4:&4@OV]M<&%N>2!A;`-O(&AA
M<R!A("OQ,#`@;6EL;&EO;B!R9790;'9I;F<@*51J#0I4*@T**&-R961I="!A
M9W)E96UE;GON(\$YO(&)O<G)O=VEN9W,@87)E(&]U="T86YD:6YG('5N9&5R
M('1H:7,@86=R965M96YT+"!W:&EC:"!E>!I<F5S(&]N(\$UA>2`S,2P@,C`P
M,RX@*51J#0HP("TR+C,@5\$0-"BA);B`Q.3DY(&%N9"`.Q.3DX+"!T: &4@OV]M
M<&%N>2!P=7)C:&%S960@+C8@;6EL;&EO;B!A;F0@+C(@;6EL;&EO;B!S:&%R
M97,@;V8@:71S(\$-O;6UO;B!3:&%R97,@870@82!C;W-T(&]F("E4:@T*,"`M
M,2XQ,B!41`T**"OQ-RXR(&UI;&QI;VX@86YD("OQ,2XU(&UI;&QI;VXL(')E
M<W!E8W1I=F5L>2X@85&AR;W5G:"!\$96-E;6)E<B`S,2P@,3DY.2P@=&AE(\$-O
M;7!A;GD@:&%S('!U<F-H87-E9"``Q+C@<;6EL;&EO;B`I5&H-"E0J#0HH<VAA
M<F5S('5N9&5R(&ET<R!A=71H;W)I>F%T:6]N('!O(')E<'5R8VAA<V4@=7`@
M=&\@,BXP(&UI;&QI;VX@OV]M;6]N(%-H87)E<RX@5&AE('H87)E<R!W:6QL
M(&EN:71I86QL>2!B92!R971A:6YE9" `I5&H-"E0J#0HH87,@5')E87-U<GD@
M4W1O8VLN("E4:@T*,C(N.#@+3(N,R!41`T**#,P("E4:@T*150-"F5N9`-T
M<F5A;OT*96YD;V]J#0HR-"`P(&]B:@T*#P-"B]0<F]C4V5T(%L04\$1@("]4
M97AT(%T-"B] &VYT(#P\#0HO1C(@-"`P(%(-"B] &R`U(#`@4@T*+T8T(#8@
M,"!2#0HO1C4@-R`P(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(@@,"!2
M#OH^/@T*/CX-"F5N9&]B:@T*,C8@,"!O8FH-"CP\#0HO3&5N9W1H(#,X,3@-
M"CX^#0IS=")E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV
M,2XP-2!4;OT*,"!G#0HO1U,Q(&S#0HP(%1C#0HP(%1W#0HH"``@("``@
M("``@("``@("``@*51J#0HO1C0@,2!49@T*,"`M,BXS-B!41`T**\$UA;F%G96UE
M;G1<,C(R<R!\$:7-C=7-S:6]N(&%N9"!!;F%L>7-I<RE4:@T*,"`M,2XR,B!4
M1`T**&]F(\$9I;F%N8VEA;"!#;VYD:71I;VX@86YD(%E<W5L=' ,@;V8@3W!E
M<F%T:6]N<RE4:@T*,"`M,BXT(%1\$#0HH06-T=6%R:6%L(\$S<W5M<'1I;VYS
M*51J#0HO1C(@,2!49@T*,"`M,BXS-"!41`T**\$S(\$S<F5S=6QT(&]F(&%N
M(&EN8W)E87-E(&EN(&QO;F<M=&5R;2!I;G1E<F5S="!R871E<RP@=&AE(\$-O
M;7!A;GD@<F4M979A;'5A=&5D('1H92!R871E<R!U<V5D('!O(&-A;&-U;&%T
M92!I=' ,@*51J#0HO1C4@,2!49@T*,"`M,2XQ,B!41`T**!E;G-I;VX@86YD
M(&]T: &5R('!O<W1R9711<F5M96YT(&E;F5F:70@7"A<,C(S3U!%0EPR,C1<
M*2!O8FQI9V%T:6]N<RX@5&AE(&1I<V-O=6YT(')A=&4@=7-E9"!T;R!C86QC
M=6QA=&4@=&AE(\$-O;7!A;GE<,C(R<R`I5&H-"E0J#0HH<&5N<VEO;B!A;F0@
M3U!%0B!O8FQI9V%T:6]N<R!W87,@:6YC<F5A<V5D('!O(#@N,"!P97)C96YT
M(&%T(\$1E8V5M8F5R(#,Q+"`Q.3DY(&9R;VT@-BXW-2!P97)C96YT(&%T("E4
M:@T*5"H-"BA\$96-E;6)E<B`S,2P@,3DY."X@5&AE(&-H86YG92!I;B!T: &4@
M9&ES8V]U;G0@<F%T92!A<W-U;7!T:6]N(&ES('!R;VIE8W1E9"!T;R!D96-R
M96%S92!P96YS:6]N(&%N9"!/4\$5"(&5X<&5N<V4@*51J#0I4*@T**&9O<B`R
M,#`P(&)Y(&%P<')O>&EM871E;'D@) #N-2!M:6QL:6]N+B`I5&H-"C`@+3(N
M,R!41`T**%1H92!#;VUP86YY(&UA:V5S(&-O;G1R:6)U=&EO;G,@=&\@=&AE
M('!E;G-I;VX@<&QA;G,@=VET;&EN(&EN8V]M92!T87@9&5D=6-T:6)I;&ET
M>2!R97-T<FEC=&EO;G,@:6X@86-C;W)D86YC92`I5&H-"C`@+3\$N,3(@5\$0-
M"BAW:71H('T871U=&]R>2!R97%U:7)E;65N=' ,N(\$EN(#\$Y.3DL('1H92!#
M;VUP86YY(&-O;G1R:6)U=&5D("OQ+C\$@;6EL;&EO;BP@:6YC;'5D:6YG(&ET
M<R!S:&%R92!O9B!V96YT=7)E<R!F=6YD:6YG+"`I5&H-"E0J#0HH82!D96-R
M96%S92!O9B`D,2XW(&UI;&QI;VX@9G)O;2`Q.3DX+B`I5&H-"B] &R`Q(%1F
M#0HP("TR+C,V(%1\$#0HH16YV:7)O;FUE;G1A;"!#;W-T<RE4:@T*+T8U(#\$@
M5&8-"C`@+3(N,S0@5\$0-"BA4:&4@OV]M<&%N>2!H87,@82!F;W)M86P@8V]D
M92!O9B!E;G9I<F]N;65N=&%L(&-O;F1U8W0@=VAI8V@<')O;6]T97,@96YV
M:7)O;FUE;G1A;"!P<F]T96-T:6]N(&%N9" `I5&H-"C`@+3\$N,3(@5\$0-"BAR
M97-T;W)A=&EO;BX@5&AE(\$-O;7!A;GE<,C(R<R!O8FQI9V%T:6]N<R!F;W(@
M:VYO=VX@96YV:7)O;FUE;G1A;"!C;VYD:71I;VYS(&%T(&%C=&EV92!A;F0@
M8VQO<V5D(&UI;FEN9R!O<&5R871I;VYS+"`I5&H-"E0J#0HH86YD(&]T: &5R
M('I=&5S(&AA=F4@8F5E;B!R96-O9VYI>F5D(&)A<V5D(&]N(&5S=&EM871E

M<R!09B!T:&4@8V]S="!09B!I;G9E<W1I9V%T:6]N(&%N9"!R96UE9&EA=&EO
M;B!A="!E86-H('I=&4N(\$EF("E4:@T*5"H-"BAT:&4@8V]S="!C86X@;VYL
M>2!B92!E<W1I;6%T960@87,@82!R86YG92!09B!P;W-S:6)L92!A;6]U;G1S
M('I=&@;F)@<W1E8VEF:6,@86UO=6YT(&)E:6YG(&UO<W0@;&EK96QY+"!T
M:&4@*51J#0I4*@T**&UI;FEM=6T@;V8@=&AE(')A;F=&E(&%C8W)U960@
M:6X@86-C;W)D86YC92!W:71H(&=&E;F5R86QL>2!A8V-E<'!E9"!A8V-O=6YT
M:6YG('!R:6YC:7!L97,N(\$S5=&EM871E<R!M87D@*51J#0I4*@T**&-H86YG
M92!A<R!A9&1I=&EO;F%L(&EN9F]R;6%T:6]N(&)E8V]M97,@879A:6QA8FQE
M+B!!8W1U86P@8V]S=",@:6YC=7)R960@;6%Y('9A<GD@9G)O;2!T:&4@97-T
M:6UA=&S5(&1U92!T;R!T:&4@*51J#0I4*@T**&EN:&5R96YT('5N8V5R=&%I
M;G1I97,@:6YV;VQV960N(%!O=&5N=&EA;"!I;G-U<F%N8V4@<F5C;W9E<FEE
M<R!H879E(&YO="!B965N(')E9FQE8W1E9"!I;B!T:&4@9&5T97)M:6YA=&EO
M;B!09B!T:&4@*51J#0I4*@T**&9I;F%N8VEA;"!R97-E<G9E<RX@*51J#0HP
M("TR+C,@5\$0-"BA!="!"\$96-E;6)E<B`S,2P@,3DY.2P@=&AE(\$-0;7!A;GD@
M:&%D(&\$@<F5S97)V92!F;W(@96YV:7)O;FUE;G1A;"!O8FQI9V%T:6]N<RP@
M:6YC;'5D:6YG(&ET<R!S:&%R92!09B!T:&4@*51J#0HP("TQ+C\$R(%1\$#0HH
M96YV:7)O;FUE;G1A;"!O8FQI9V%T:6]N<R!09B!V96YT=7)E<RP@;V8@) #
(P M+C8@;6EL;&EO;B!<*OR,2XU(&UI;&QI;VX@870@1&5C96UB97(@,S\$#0\$Y
M.3A<*2P@;V8@=VAI8V@*51J#0I4*@T**"0S+C,@;6EL;&EO;B!I<R!C=7)R
M96YT+B!087EM96YT<R!I;B`Q.3DY('E<F4@)#\$N,"!M:6QL:6]N(%PH,3DY
M."!<,C(W("ON.2!M:6QL:6]N7"DN("E4:@T*+T8S(#\$@5&8-"C"@+3(N,S8@
M5\$0-"BA996%R(#(P,#`@8V]M<QI86YC92!W87,@=&AE(&EM<QE;65N=&%T:6]N(&]F
M('1H92!#;VUP86Y7#(R,G,@*51J#0I4*@T**\$EN9F]R;6%T:6]N(%1E8VAN
M;VQO9WD@4&QA;B!<*PR,C-)5"!0;&%N7#(R-%PI+B!4:&4@250@4&QA;BP@
M:6YI=&EA=&5D(&EN(#\$Y.38L(&EN=F]L=F5D('1H92!I;7!L96UE;G1A=&EO
M;B!09B!A("E4:@T*5"H-"BAP=7)C:&%S960L(&UI;FEN9RUB87-E9"PO>65A
M<B`R,#`P(&-0;7!L:6%N="P@<V]F="A<F4@<W5I=&4@=&AA="!R97!L86-E
M9"!L96=A8WD@<')O9W)A;7,@9F]R(&]P97)A=&EO;G,@86YD("E4:@T*5"H-
M"BAA9&UI;FES=')A=&EV92!M86EN9G)A;64@<WES=&5M<R!S97)V:6-I;F<@
M;6]S="!D;VUE<W1I8R!L;V-A=&EO;G,N(\$EN(&%D9&ET:6]N('1O(&%V;VED
M:6YG('E8E7(@,C`P,"!P<F]B;&5M<RP@*51J#0I4*@T**'1H92!)5"!0;&%N
M(')E<W5L=&5D(&EN(&EM<')O=F5D('Y<W1E;2!A;F0@;W!E<F%T:6YG(&5F
M9F5C=&EV96YE<W,N("E4:@T*,``M,BXS(%1\$#0HH5&AE(\$-0;7!A;GD@9&ED
M(&YO="!E>'!E<FEE;F-E(&%N>2!S:6=N:69I8V%N="!M86QF=6YC=&EO;G,@
M;W(@97)R;W)S(&EN(&ET<R!O<&5R871I;F<@;W(@8G5S:6YE<W,@<WES=&5M
M<R!W:&5N("E4:@T*,``M,2XQ,B!41`T**'1H92!D871E(&-H86YG960@9G)O
M;2`Q.3DY('1O(#(P,#`N(\$)A<V5D(&]N(&]P97)A=&EO;G,@<VEN8V4@2F%N
M=6%R>2`Q+"`R,#`P+"!T:&4@0V]M<%N>2!D;V5S(&YO="!E>'!E8W0@86YY
M("E4:@T*5"H-"BAS:6=N:69I8V%N="!I;7!A8W0@=&A@:7!S(&]N9V]I;F<@
M8G5S:6YE<W,@87,@82!R97-U;'0@;V8@=&AE(%DR2R!I<W-U92X@2&]W979E
M<BP@:70@:7,@<]&]S<VEB;&4@=&AA="!T:&4@96YT:7)E(&EM<%C="`!5&H-
M"E0J#0HH;V8@=&AE(&1A=&4@8VAA;F=E(&AA<R!N;W0@>65T(&)E96X@9G5L
M;'D@<F5C;V=N:7IE9"X@5&AE(\$-0;7!A;GD@8W5R<F5N=&QY(&ES(&YO="!A
M=V%R92!09B!A;GD@<VEG;FEF:6-A;G0@63)+(&]R("E4:@T*5"H-"BAS:6UI
M;&%R('!R;V)L96US('1H870@:&%V92!A<FES96X@9F]R(&ET<R!C=7-T;VUE
M<G,@86YD('U<'!L:65R<RX@*51J#0HR,BXX."`M,BXS(%1\$#0HH,S\$@*51J
M#0I%5`T*96YD<W1R96%M#0IE;F108FH-"C(W(#`@;V)J#0H\`T*+U!R;V-3
M970@6R]01\$8@+U1E>'0@70T*+T9O;G0@/#P-"B]&B`T(#`@4@T*+T8S(#4@
M,"!2#0HO1C0@-B`P`P(#-"B]&-2`W(#`@4@T*/CX-"B]%)>'1`4W1A=&4@/#P-
M"B]`4S\$@."`P`P(#-"CX`#0H^/@T*96YD;V)J#0HR.2`P(&]B:@T*/#P-"B],
M96YG=&@@-38X.`T*/CX-"G-T<F5A;0T*0E0-"B]&B`Q(%1F#0HQ,B`P(#`@
M,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&<-"B]`4S\$@9W,-"C`@5&,-"C`@5`<-
M"B@@("`@("`@("`@("`@("I5&H-"B]&-`Q(%1F#0HP("TR+C,V(%1\$
M#0HH36%N86=E;65N=%PR,C)S(\$1I<V-U<W-I;VX@86YD(\$%N86QY<VES*51J
M#0HP("TQ+C(R(%1\$#0HH;V8@1FEN86YC:6%L(\$-0;F1I=&EO;B!A;F0@4F5S
M=6QT<R!09B!/<&5R871I;VYS*51J#0HO1C(@,2!49@T*,``M,BXS-"!41`T*
M*\$-0;7!L:6%N8V4@:7-S=65S(&9O<B!L96=A8WD@<')O9W)A;7,@86YD(&QO
M8V%T:6]N<R!N;W0@8V]V97)E9"!B>2!T:&4@250@4&QA;B!A<R!W96QL(&%S
M('1H92!I;7!A8W0@;V8@=&AE(&1A=&4@*51J#0HO1C4@,2!49@T*,``M,2XQ
M,B!41`T**&-H86YG92!O;B!T:&4@0V]M<%N>5PR,C)S(&UA:6YF<F%M92!C
M;VUP=71E<B!S>7-T96TL('1E8VAN:6-A;"!I;F9R87-T<G5C=&5R92P@96YD
M+75S97(@8V]M<'5T:6YG+"!P<F]C97-S("E4:@T*5"H-"BAC;VYT<F]L('Y
M<W1E;7,L(&5N=FER;VM96YT86P@86YD('A9F5T>2!M;VYI=&]R:6YG+"!A
M;F0@<V5C=7)I='D@86YD(&%C8V5S<R!S>7-T96US('E<F4@<V%T:7-F86-T
M;W)I;'D@*51J#0I4*@T**&%D9')E<W-E9"X@*51J#0HP("TR+C,@5\$0-"BA&
M;VQL;W=I;F<@:7,@82!S=GUM87)Y(&]F('1H92!9,DL@8V]M<QI86YC92!C
M;W-T(&EN8W5R<F5D('1H<F]U9V@1&5C96UB97(@,S\$#0\$Y.3DZ("E4:@T*
M,3`N-3(@+3\$N,3@5\$0-"C`N-S4@5&,-"ELH("`@*2TV-S`P*``@*2TR-3@P
M*``I+30X,"@*2TR-C`P*``I+3(P*``I+3@P,"@*2TT.#`H("E=5\$H-"B]&
M,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-#,N,3<@-SDV+C\$W(%1M#0HP
M(%1C#0HH7"A);B!-:6QL:6]N<UPI*51J#0I%5`T*,`XU(\$-<"C`@2B`P(&H@
M,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-COV,"XR.2`W.3\$N.#4@;0T*,C@P
M+C(Y(#<Y,2XX-2!L#0HR.#`N,CD@-SDQ+C@U(&T-C(X,"XR.2`W.3\$N,S<@
M;T*4PT*,`!`#0HR.#`N,CD@-SDQ+C,W(&T-"COV,"XR.2`W.3\$N,S<@;`T*
M-#8P+C(Y(#<Y,2XS-R!M#0HT-C`N,CD@-SDQ+C@U(&P-"E,-"D)4#0HQ,"XP
M-SD@,"`P(#\$P+C`W.2`S,#<N.#D@-S<Y+C8Q(%1M#0HH0V]M<%N>2=S*51J
M#0HQ+C\$V-C@@+3\$N,C,X,B!41`T*6RA3:&%R92DM-SST-"A4;W1A;"E=5\$H-
M"D54#0HP+C4@1PT*,S@S+CDW(#<V,BXX,2!M#0HR.#`N,CD@-S8R+C@Q(&P-
M"C(X,"XR.2`W-C(N.#\$@;0T*,C@P+C(Y(#<V,BXS,R!L#0I3#0HP(\$<-C(X
M,"XR.2`W-C(N,S,@;0T*,S@S+CDW(#<V,BXS,R!L#0HS.#`N.3<@-S8R+C,S

M(&T-"C,X,RXY-R`W-C(N.#\$@;`T*4PT*,"XU(\$<-"COV,"XR.2`W-C(N.#\$@M;OT*,SDV+COU(#<V,BXX,2!L#0HS.38N-#4@-S8R+C@Q(&T-"C,Y-BXT-2`WM-C(N,S,@;`T*4PT*,"!`#0HS.38N-#4@-S8R+C,S(&T-"COV,"XR.2`W-C(NM,S,@;`T*-#8P+C(Y(#<V,BXS,R!M#0HT-C`N,CD@-S8R+C@Q(&P-"E,-"D)4M#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,34Q+C@Y(#<U,2XR.2!4M;OT**\$E4(%!L86XZ*51J#0HQ+C\$Y,#8@+3\$N,S,S-2!41`T**\$-A<E&ET8PIM5&H-"B] &,R`Q(%!F#0HQ-2XS,3\$@,"XP-#<V(%!\$#0I;*`OQ-BXP*2TQ,BXR M**HI751*#0HO1C(@,2!49@T*.2XT,#4W("TP+C`T-S8@5\$0-"B@D,3<N,2E4M:@T**3(T+C<Q-C8@+3\$N,S,S-2!41`T**\$]P97)A=&EN9RE4:@T**T8S(#\$@M5&8-"C\$V+C,Q,3\$@,"XP-#<V(%!\$#0HH,2XW*51J#0HO1C(@,2!49@T*.2XTM,#4W("TP+C`T-S8@5\$0-"B@V+C\$I5&H-"D54#0HP+C4@1PT*,SOP+C<W(#<RM,"XU-R!M#0HS,C,N,C4@-S(P+C4W(&P-"C,R,RXR-2`W,C`N-3<@;OT*,S(SM+C(U(#<R,"XP.2!L#0I3#0HP(\$<-"C,R,RXR-2`W,C`N,#D@;OT*,SOP+C<WM(#<R,"XP.2!L#0HS-#`N-S<@-S(P+C`Y(&T-"C,T,"XW-R`W,C`N-3<@;`T*M4PT*,"XU(\$<-"COS-2XU-R`W,C`N-3<@;OT*-#S\$X+C`U(#<R,"XU-R!L#0HTM,3@N,#4@-S(P+C4W(&T-"COQ."XP-2`W,C`N,#D@;`T*4PT*,"!`#0HT,3@NM,#4@-S(P+C`Y(&T-"C0S-2XU-R`W,C`N,#D@;`T*-#U+C4W(#<R,"XP.2!MM#OHT,S4N-3<@-S(P+C4W(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`QM-S4N.#D@-S`Y+C`U(%!M#0HH5&]T86P@250I5&H-"C`@+3\$N,S,S-2!41`T**M*%!L86XI5&H-"B] &,R`Q(%!F#0HQ-"XV,C`T(`N,#OW-B!41`T**\$W+C<IM5&H-"B] &,B`Q(%!F#0HY+COP-3<@+3`N,#OW-B!41`T**\$(S+C(I5&H-"BTRM-BXT,#CS("TQ+C,S,S4@5\$0-"BA/=A&E<BHJ*51J#0HO1C,@,2!49@T*,3<NM-3`Q-R`P+C`T-S8@5\$0-"B@R+C`I5&H-"B] &,B`Q(%!F#0HY+COP-3<@+3`NM,#OW-B!41`T**#ON."E4:@T*150-"C`N-2!`#0HS-#`N-S<@-C<X+C,S(&T-M"C,R,RXR-2`V-S@N,S,@;`T*,S(S+C(U(#8W."XS,R!M#0HS,C,N,C4@-C<WM+C@U(&P-"E,-"C`@1PT*,S(S+C(U(#8W-RXX-2!M#0HS-#`N-S<@-C<W+C@UM(&P-"C,T,"XW-R`V-S<N.#4@;OT*,SOP+C<W(#8W."XS,R!M#0I3#0HP+C4@M1PT*-#U+C4W(#8W."XS,R!M#0HT,3@N,#4@-C<X+C,S(&P-"COQ."XP-2`VM-S@N,S,@;OT*-#S\$X+C`U(#8W-RXX-2!L#0I3#0HP(\$<-"COQ."XP-2`V-S<NM.#4@;OT*-#U+C4W(#8W-RXX-2!L#0HT,S4N-3<@-C<W+C@U(&T-"C0S-2XUM-R`V-S@N,S,@;`T*4PT*OE0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$W-2XX.2`VM-C4N-C\$@5&T-"BA4;W1A;"E4:@T**T8S(#\$@5&8-"C\$T+C\$R,#0@,"XP-#<VM(%!\$#0HH)#\$Y+C<I5&H-"B] &,B`Q(%!F#0HY+COP-3<@+3`N,#OW-B!41`T**M**OR."XP*51J#0I%5`T*,"XU(\$<-"C,T,"XW-R`V-CSN-S<@;OT*,S(S+C(UM(#8V,2XW-R!L#0HS,C,N,C4@-C8Q+C<W(&T-"C,R,RXR-2`V-C\$N,CD@;`T*M4PT*,"!`#0HS,C,N,C4@-C8Q+C(Y(&T-"C,T,"XW-R`V-CSN,CD@;`T*,SOPM+C<W(#8V,2XR.2!M#0HS-#`N-S<@-C8Q+C<W(&P-"E,-"C`N-2!`#0HT,S4NM-3<@-C8Q+C<W(&T-"COQ."XP-2`V-C\$N-S<@;`T*-#S\$X+C`U(#8V,2XW-R!MM#OHT,3@N,#4@-C8Q+C(Y(&P-"E,-"C`@1PT*-#S\$X+C`U(#8V,2XR.2!M#0HTM,S4N-3<@-C8Q+C(Y(&P-"C0S-2XU-R`V-C\$N,CD@;OT*-#U+C4W(#8V,2XWM-R!L#0I3#0I"5`T**T8U(#\$@5&8-"C\$R(#`@,"`Q,B`Q-3\$N.#D@-C0X+C4WM(%!M#0HQ+C@Q(%!C#0I;*`@*3\$X,#`H("E=5\$H-"B] &,B`Q(%!F#0HQ,"XP M-SD@,"`P(#\$P+C`W.2`Q-3\$N.#D@-C,V+C@Q(%!M#0HP(%!C#0I;*`HI+3(RM-C(N,BA);F-L=61E<R!A;6]U;G1S(')E:6UB=7)S86)L92!B>2!M:6YI;F<@M=F5N='5R97,@;V8@)#S+C4@;6EL;&EO;BXI751*#0HP("TQ+C(Q-#0@5\$0-M"ELH*BHI+3\$W-C(N,BA);F-L=61E<R!C:&R9V5S(&90<B!L96=A8WD@<]F M='A<F4@;F]T(&-O=F5R960@8GD@=AE(\$E4(%!L86XL("E=5\$H-"C(N-S8RM,B`M,2XQ,3DQ(%!\$#0HH:&R9'=A<F4L('!R;V-E<W,@8V]N=')O;`!S>7-TM96US(&N9"!E;G9I<F]N;65N=&L(&N9"!S869E='D@*51J#0I4*@T**&UOM;FET;W)I;F<N*51J#0HO1C,@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#4W-"XQM-R!4;OT**\$UA<FME="!2:7-K*51J#0HO1C4@,2!49@T*,"`M,BXS-"!41`T**M*%1H92!#;VUP86YY(&ES('U8FIE8W0@=&\@82!V87)I971Y(&]F(&UA<FME M="!R:7-K<RP@:6Y;`5D:6YG('!H;W-E(&-A=7-E9"!B>2!C:&N9V5S(&EN M('!H92!M87)K970@=F%L=64@;V8@*51J#0HP("TQ+C\$R(%!\$#0HH97%U:71YM(&EN=F5S=&UE;G1S+"!F;W)E:6=N(&-U<G)E;F-Y(&9L=6-T=6%T:6]N<R!AM;F0@8VAA;F=E<R!I;B!I;G1E<F5S="!R871E<RX@5&AE(\$-O;7!A;GD@:&S M(&5S=&B;ES:5D(@T*5"H-"BAP;VQI8VEE<R!A;F0@<')O8V5D=7)EM<R!T;R!M86YA9V4@<W5C:"!R:7-K<SL@:&]W979E<BP@8V5R=&I;B!R:7-KM<R!A<F4@8F5Y;VYD('!H92!C;VYT<F]L(&]F('!H92!#;VUP86YY+B`I5&H-M"C`@+3(N,R!41`T**%1H92!#;VUP86YY7#(R,G,@:6YV97-T;65N="!P;VQIM8WD@<F5L871I;F<@=&\@:71S('!H;W)T+71E<FT@:6YV97-T;65N=',@7"ACM;&S<VEF:65D(&S(&-A<V@@97%U:79A;&5N='-<*2!I<R!T;R`I5&H-"C`@M+3\$N,3(@5\$0-"BAP<F5S97)V92!P<FEN8VEP86P@86YD(&QI<75I9&ET>2!WM:6EL92!M87AI;6EZ:6YG('!H92!R971U<FX@=&AR;W5G:"!I;G9E<W1M96YT M(&]F(&V86EL86)L92!F=6YD<RX@5&AE(&-A<G)Y:6YG("E4:@T*5"H-"BAVM86QU92!O9B!T:&S92!I;G9E<W1M96YT<R!A<'!R;WAI;6%T97,@9F%I<B!VM86QU92!O;B!T:&4@<F5P;W)T:6YG(&1A=&5S+B`I5&H-"C`@+3(N,R!41`T**M*\$S<<]R=&EO;B!O9B!T:64@0V]M<&N>5PR,C)S(&]P97)A=&EN9R!C;W-TM<R!A<F4@<W5B:F5C="!T;R!C:&N9V4@:6X@=&AE('9A;'5E(&]F('!H92!#M86YA9&EA;B!D;VQL87(N(\$!E<FEV871I=F4@*51J#0HP("TQ+C\$R(%!\$#0HHM9FEN86YC:6%L(&EN<W1R=6UE;G1S+"!I;B!T:&4@9F]R;2!O9B!F;W)87)DM(&-U<G)E;F-Y(&5X8VAA;F=E(&-O;G1R86-T<RP@87)E('!S960@8GD@=AE M(\$-O;7!A;GD@=&\@:6%N86=E(&ET<R`I5&H-"E0J#0HH<FEN:R!O9B!O<65RM871I;F<@8V]S=',@870@:71S(\$-A;F%D:6%N('9E;G1U<F4N(\$90<G=A<F@M97AC:&N9V4@8V]N=')A8W1S(&R92!H961G:6YG('!R86YS86-T:6]N<R!TM:&%T(&AA=F4@8F5E;B`I5&H-"E0J#0HH96YT97)E9"!I;G1O('!I=&@=&AE M(&]B:F5C=&EV92!O9B!M86YA9VEN9R!T:&4@:6UP86-T(&]F(&5X8VAA;F=EM(')A=&4@9FQU8W1U871I;VYS(&]F('!H92!#86YA9&EA;B!D;VQL87(@;VX@M=&AE("E4:@T*5"H-"BA#;VUP86YY7#(R,G,@;W!E<F%T:6YG(&-O<W1S+B!4M:&4@0V]M<&N>5PR,C)S(&YO<FUA;"!P<F]C961U<F4@:7,@=&\@=7-E(&90M<G=A<F0@8V]N=')A8W1S('!O(&9I>"!T:&4@8V]S="!I;B!5+e,N("E4:@T*M5"H-"BAD;VQL87)S(&]F(&\$@<]R=&EO;B!O9B!I=',@86YN=6%L(\$-A;F%D M:6%N(&LO;&QA<B!R97%U:7)E;65N='N(%!H92!#;VUP86YY(&1O97,@;F]TM(&5N9V%G92!I;B!A8W%U:7)I;F<@;W(@*51J#0I4*@T**&ES<W5I;F<@9&5RM:79A=&EV92!F:6YA;F-I86P@:6YS=')U;65N=',@9F]R('!R861I;F<@<'5R

M<&]S97,N(\$%T(\$1E8V5M8F5R(#,Q+"`Q.3DY(&%N9"`Q.3DX+"!T:&4@;F]T
M:6]N86P@86UO=6YT<R`I5&H-"E0J#0HH;V8@=&AE(&]U="-T86YD:6YG(&9O
M<G=A<F0@8W5R<F5N8WD@97AC:&%N9V4@8V]N=")A8W1S('=E<F4@)#(R+C4@
M;6EL;&EO;B!A;F0@)#\$S+CD@;6EL;&EO;BP@=VET:"!F86ER('9A;'5E<R!O
M9B`I5&H-"E0J#0HH)"XT(&UI;&QI;VX@86YD('IE<F\(')E<W!E8W1I=F5L
M>2P@8F%\$S960@;VX@1&5C96UB97(@,SSL(\$Y.3D@86YD(\$SY.3@@9F]R=V%R
M9"!R871E<RX@268@=&AE(\$-A;F%D:6%N(&1O;&QA<B`I5&H-"E0J#0HH9F]R
M=V%R9"!R871E<R!W97)E('1O(&-H86YG92`Q,"!P97)C96YT(&9R;VT@=&AE
M(\$1E8V5M8F5R(#,Q+"`Q.3DY('EE87(M96YD(')A=&4L('1H92!V86QU92!A
M;F0@<]T96YT:6%L(&-A<V@*51J#0I4*@T**&9L;W<@969F96-T(&]N('1H
M92`Q.3DY(&-O;G1R86-T<R!W;W5L9"!B92!A<'!R;WAI;6%T96QY("0R+C,
M;6EL;&EO;BX@*51J#0HR,BXX."`M,BXS(%1\$#0HH,S(@*51J#0I%5`T*96YD
M<W1R96%#M0IE;F1O8FH-"C,P(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@
M+U1E>`0@70T*+T9O;G0@/#P-"B]&,B`T(#`@@T*+T8S(#4@,"!2#0H01C0@
M-B`P(%(-"B]&-2`W(#`@@T*/CX-"B]%)>`1'4W1A=&4@/#P-"B]'4S\$@."`P
M(%(-"CX^#0H^/@T*96YD;V)J#0HS,B`P(&]B:ET*/#P-"B],96YG=&@@,S8S
M-PT*/CX-"G-T<F5A;0T*0E0-"B]&,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@
M.38Q+C`U(%1M#0HP(&<-"B]'4S\$@9W,-"C`@5@,-"C`@5`<-"B@@"`@`@`@
M("`@("`@("`@("`I5&H-"B]&-"`Q(%1F#0HP("TR+C,V(%1\$#0HH36%N86=E
M;65N=%PR,C)S(\$1I<V-U<W-I;VX@86YD(\$%N86QY<VES*51J#0HP("TQ+C(R
M(%1\$#0HH;V8@1FEN86YC:6%L(\$-O;F1I=&EO;B!A;F0@4F5S=6QT<R!O9B!/
M<&5R871I;VYS*51J#0H01C4@,2!49@T*, "`M,BXS-"!41`T**%1H92!V86QU
M92!O9B!T:&4@0V]M<&%N>5PR,C)S(&QO;F<M=&5R;2!E<75I='D@:6YV97-T
M;65N="!I;B!P=6)L:6-L>2!T<F%D960@8V]M;6]N('T;V-K(&ES('U8FIE
M8W0@=&\@8VAA;F=E<R!I;B`I5&H-"C`@+3\$N,3(@5\$0-"BAM87)K970@=F%L
M=64@87,@<F5F;&5C=&5D(&EN('1H92!T<F%D:6YG('!R:6-E+B!4:(&EN
M=F5S=&UE;G0@:&%S(&)E96X@8VQA<W-I9FEE9"!A<R!A;B!A=F%I;&%B;&4M
M9F]R+7-A;&4@*51J#0I4*@T**&EN=F5S=&UE;G0L(&%N9"!A8V-O<F1I;F=L
M>2P@8VAA;F=E<R!I;B!V86QU92!H879E(&)E96X@<F5C;W)D960@:6X@4VAA
M<F5H;VQD97)S7#(R,B!<75I='DN(\$EF('1H92!M87)K970@<`)I8V4@;V8@
M*51J#0I4*@T**%1H92!S=&]C:R!A="!\$96-E;6)E<B`S,2P@,3DY.2P@=V5R
M92!T;R!I;F-R96%\$S92!O<B!D96-R96%\$S92`Q,"!P97)C96YT+"!T:&4@=F%L
M=64@;V8@=&AE(&EN=F5S=&UE;G0@=V]U;&0@8VAA;F=E("E4:@T*5"H-"BAA
M<`!R;WAI;6%T96QY("0N,B!M:6QL:6]N(&%F=&5R+71A>X@*51J#0HP("TR
M+C,@5\$0-"BA4:&4@0V]M<&%N>2!H87,@)#<P(&UI;&QI;VX@;V8@;&]N9RUT
M97)M(&1E8G0@;W5T<W1A;F1I;F<@870@82!F:7AE9"!I;G1E<F5S="!R871E
M(&]F(#<@<&5R8V5N="!D=64@:6X@1&5C96UB97(L("E4:@T*, "`M,2XQ,B!4
M1`T**#(P,#4N(\$S@:'EP;W1H971I8V%L(&EN8W)E87-E(&]R(&1E8W)E87-E
M(&]F(#\$P('!E<F-E;G0@9G)O;2`Q.3DY('EE87(M96YD(&EN=&5R97-T(')A
M=&5S('=O=6QD(&-H86YG92!T:&4@9F%I<B`I5&H-"E0J#0HH=F%L=64@;V8@
M=&AE(&1E8G0@8GD@)#\$N.2!M:6QL:6]N+B`I5&H-"B]&,R`Q(%1F#0HP("TR
M+C,V(%1\$#0HH1F]R=V%R9"U;V]K:6YG(%-T871E;65N='I5&H-"B]&-2`Q
M(%1F#0HP("TR+C,T(%1\$#0HH5&AE('!R96-E9&EN9R!D:7-C=7-S:6]N(&%N
M9"!A;F%L>7-I<R!O9B!T:&4@0V]M<&%N>5PR,C)S(&]P97)A=&EO;G,L(&9I
M;F%N8VEA;"!P97)F;W)M86YC92!A;F0@<F5S=6QT<RP@87,@=V5L;"!A<R`I
M5&H-"C`@+3\$N,3(@5\$0-"BAM871E<FEA;"!I;F-L=61E9"!E;"-E=VAE<F4@
M:6X@=&AI<R!R97!O<G0L(&EN8VQU9&5S('T871E;65N=',@;F]T(&QI;6ET
M960@=&\@:;&ES=&]R:6-A;"!F86-T<RX@4W5C:"!S=&%T96UE;G1S(&%R92`I
M5&H-"E0J#0HH7#(R,V9O<G=A<F0M;&]O:VEN9R!S=&%T96UE;G1S7#(R-"!<
M*%\$S(&1E9FEN960@:6X@=&AE(%!R:79A=&4@4V5C=7)I=&EE<R!,"!71I9V%T
M:6]N(%E9F]R;2!`!8W0@;V8@,3DY-5PI('1H870@87)E('U8FIE8W0@=&\@
M*51J#0I4*@T**!)I<VMS(&%N9"!U;F-E<G1A:6YT:65S('1H870@8V]U;&0@
M8V%U<V4@9G5T=7)E(')E<W5L=',@=&\@9&EF9F5R(&UA=&5R:6%L;'D@9G)O
M;2!E>`!E8W1E9"!R97-U;'!S+B!3=6-H('T871E;65N=',@87)E("E4:@T*
M5"H-"BAB87-E9"!O;B!M86YA9V5M96YT7#(R,G,@8F5L:65F<R!A;F0@87-S
M=6UP=&EO;G,@;6%D92!O;B!I;F9O<FUA=&EO;B!C=7)R96YT;'D@879A:6QA
M8FQE('1O(&ET+B!&86-T;W)S('1H870@8V]U;&0@*51J#0I4*@T**&-A=7-E
M('1H92!#;VUP86YY7#(R,G,@86-T=6%L(')E<W5L=',@=&\@8F4@;6%T97)I
M86QL>2!D:69F97)E;G0@9G)O;2!T:&4@0V]M<&%N>5PR,C)S(&5X<&5C=&%T
M:6]N<R!I;F-L=61E+"!B=70@87)E(&YO="I5&H-"E0J#0HH;&EM:71E9"!T
M;R!T:&4@9F]L;&]W:6YG.B`I5&H-"C@N,3@+3(N,R!41`T*6RA<C(U*2TQ
M,"@*2TV,S`H1&ES<&QA8V5M96YT(&]F(&ER;VX@<`)O9'5C=&EO;B!B>2!.
M;W)T:"!;!;65R:6-A;B!I;G1E9W)A=&5D('T965L("E=5\$H-"C\$N,C0@+3\$N
M,3(@5\$0-"BAP<F]D=6-E<G,@9'5E('1O(&5L96-T<FEC(&9U<FYA8V4@<`)O
M9'5C=&EO;B!O<B!I;7!O<G1S(&]F('E;6DM9FEN:7-H960@*51J#0I4*@T*
M*"-T965L(&]R('!I9R!I<F]N.RE4:@T**+3\$N,C0@+3\$N,3(@5\$0-"B@*51J
M#0I4*@T*6RA<C(U*2TQ,"@*2TV,S`H3&]S<R!O9B!M86IO<B!I<F]N(&]R
M92!S86QE<R!C;VYT<F%C=",[*5U42@T*5"H-"B@*51J#0I4*@T*6RA<C(U
M*2TQ,"@*2TV,S`H0VAA;F=E<R!I;B!T:&4@9FEN86YC:6%L(&-O;F1I=&EO
M;B!O9B!T:&4@0V]M<&%N>5PR,C)S('!A<G1N97)S(&%N9"!O<B`I751*#0HQ
M+C(T("TQ+C\$R(%1\$#0HH8W5S=&]M97)S.RE4:@T**+3\$N,C0@+3\$N,3(@5\$0-
M"B@*51J#0I4*@T*6RA<C(U*2TQ,"@*2TV,S`H4W5B<W1A;G1I86P@8VAA
M;F=E<R!I;B!I;7!O<G1S(&]F('T965L+"!I<F]N(&]R92P@;W(@9F5R<F]U
M<R!M971A;&QI8R`I751*#0HQ+C(T("TQ+C\$R(%1\$#0HH<`)O9'5C=",[*51J
M#0HM,2XR-"`M,2XQ,B!41`T**`I5&H-"E0J#0I;*%PR,C4I+3\$P*`I+38S
M,"A\$979E;&]P;65N="!O9B!A;'1E<FYA=&4@<W1E96PM;6%K:6YG('1E8VAN
M;VQO9VEE<SLI751*#0I4*@T**`I5&H-"E0J#0I;*%PR,C4I+3\$P*`I+38S
M,"A\$:7-P;&%C96UE;G0@;V8@<W1E96P@8GD@8V]M<&5T:6YG(&UA=&5R:6%L
M<SLI751*#0I4*@T**`I5&H-"E0J#0I;*%PR,C4I+3\$P*`I+38S,"A5;F%N
M=&EC:7!A=&5D(&-H86YG97,@:6X@=&AE(&UA<FME="!V86QU92!O9B!S=&5E
M;"P@:7)O;B!O<F4@;W(@9F5R<F]U<R`I751*#0HQ+C(T("TQ+C\$R(%1\$#0HH
M;65T86QL:6-S.RE4:@T**+3\$N,C0@+3\$N,3(@5\$0-"B@*51J#0I4*@T*6RA<
M,C(U*2TQ,"@*2TV,S`H1&]M97-T:6,@;W(@:6YT97)N871I;VYA;"!E8V]N
M;VUI8R!A;F0@<]L:71I8V%L(&-O;F1I=&EO;G,[*5U42@T*5"H-"B@*51J
M#0I4*@T*6RA<C(U*2TQ,"@*2TV,S`H36%J;W(@97%U:7!M96YT(&9A:6QU

M;W1E<FEG: '00<750=&5D8FQL969T+W%U;W1E9&)L<FEG: '008G5L; &5T+V5N
M9&S: T*+V5M9&S: "]T: 6QD92]T<F%D96UA<FLO<V-A<F]N+V=U: 6QS: 6YG
M; ') I9VAT+V]E (#\$U.2]99&EE<F5S: 7, @, 38T+V-U<G)E; F-Y#0H@, 38V+V)R
M;VME;F)A<B'Q-C@09&EE<F5S: 7, 08V]P>7) I9VAT+V]R9&9E; 6EN: 6YE (#\$W
M, B]L; V=I8V%L; F]T+VAY<&AE; B]R96=I<W1E<F5D+VUA8W)O; @T*+V1E9W)E
M92]P; '5S; 6EN=7, O='<O<W5P97)I; W(O=&AR965S=7!E<FEO<B]A8W5T92]M
M=2`Q.#, O<&5R: 6]D8V5N=&5R96008V5D: 6QL80T*+V]N97-U<&5R: 6]R+V]R
M9&UA<V-U; &EN92`Q.#@0; VYE<75A<G1E<B]O; F5H86QF+W1H<F5E<75A<G1E
M<G, @, 3DR+T%G<F%V92]!86-U=&4006-I<F-U; 69L97@-"B]! =&EL9&40061I
M97)E<VES+T%R: 6YG+T%T%+T-C961I; &QA+T5G<F%V92]!86-U=&4016-I<F-U
M; 69L97@-"B]!%9&EE<F5S: 7, O26=R879E+TEA8W5T92]) 8VER8W5M9FQE>"]
M9&EE<F5S: 7, O171H+TYT: 6QD92] /9W)A=F4-"B] /86-U=&403V-I<F-U; 69L
M97@O3W1I; &1E+T]D: 65R97-I<R]M=6QT: 7!L>2] /<VQA<V@056=R879E+U5A
M8W5T90T*+U5C: 7)C=6UF; &5X+U5D: 65R97-I<R]986-U=&405&AO<FXO9V5R
M; 6%N9&)L<R]A9W)A=F4086%C=71E+V%C: 7)C=6UF; &5X#0HO871I; &1E+V%D
M: 65R97-I<R]A<FEN9R]A92]C8V5D: 6QL82]E9W)A=F4096%C=71E+V5C: 7)C
M=6UF; &5X#0HO961I97)E<VES+VEG<F%V92]I86-U=&40: 6-I<F-U; 69L97@O
M: 61I97)E<VES+V5T: "]N=&EL9&40; V=R879E#0HO; V%C=71E+V]C: 7)C=6UF
M; &5X+V]T: 6QD92]O9&EE<F5S: 7, O9&EV: 61E+V]S; &%S: "]U9W)A=F40=6%
M=71E#0HO=6-I<F-U; 69L97@O=61I97)E<VES+WEA8W5T92]T: &]R; B]Y9&EE
M<F5S: 7, -"ET-"CX^#0IE; F108FH-"C\$@, "!08FH-"CP\#0HO5'EP92`O4&%G
M90T*+U!A<F5N="`Y(#`@4@T*+U)E<V]U<F-E<R`S(#`@4@T*+T-O; G1E; G1S
M(#(@, "!2#0H^/@T*96YD; V)J#0HQ, "`P(&]B:@T*/#P-"B]4>7!E("]086=E
M#0HO4&%R96YT(#D@, "!2#0HO4F5S; W5R8V5S(#\$R(#`@4@T*+T-O; G1E; G1S
M(#\$Q(#`@4@T*/CX-"F5N9&]B:@T*, 3, @, "!08FH-"CP\#0HO5'EP92`O4&%G
M90T*+U!A<F5N="`Y(#`@4@T*+U)E<V]U<F-E<R`Q-2`P(%(-"B]#; VYT96YT
M<R`Q-"`P(%(-"CX^#0IE; F108FH-"C\$V(#`@; V)J#0H\`T*+U1Y<&4@+U!A
M9V4-"B]087)E; G0@.2`P(%(-"B]297-O=7)C97, @, 3@, "!2#0HO0V]N=&5N
M=' , @, 3<@, "!2#0H^/@T*96YD; V)J#0HQ.2`P(&]B:@T*/#P-"B]4>7!E("]0
M86=E#0HO4&%R96YT(#D@, "!2#0HO4F5S; W5R8V5S(#`@4@T*+T-O; G1E
M; G1S(#`P(#`@4@T*/CX-"F5N9&]B:@T*, C(@, "!08FH-"CP\#0HO5'EP92`O
M4&%G90T*+U!A<F5N="`Y(#`@4@T*+U)E<V]U<F-E<R`R-"`P(%(-"B]#; VYT
M96YT<R`R, R`P(%(-"CX^#0IE; F108FH-"C(U(#`@; V)J#0H\`T*+U1Y<&4@
M+U!A9V4-"B]087)E; G0@.2`P(%(-"B]297-O=7)C97, @, C<@, "!2#0HO0V]N
M=&5N=' , @, C8@, "!2#0H^/@T*96YD; V)J#0HR. "`P(&]B:@T*/#P-"B]4>7!E
M("]086=E#0HO4&%R96YT(#D@, "!2#0HO4F5S; W5R8V5S(#, P(#`@4@T*+T-O
M; G1E; G1S(#`Y(#`@4@T*/CX-"F5N9&]B:@T*, S\$@, "!08FH-"CP\#0HO5'EP
M92`O4&%G90T*+U!A<F5N="`Y(#`@4@T*+U)E<V]U<F-E<R`S, R`P(%(-"B]#
M; VYT96YT<R`S, B`P(%(-"CX^#0IE; F108FH-"C, T(#`@; V)J#0H\`T*+U1Y
M<&4@+U!A9V4-"B]087)E; G0@.2`P(%(-"B]297-O=7)C97, @, S8@, "!2#0HO
M0V]N=&5N=' , @, S4@, "!2#0H^/@T*96YD; V)J#0HS-R`P(&]B:@T*/#P-"B]4
M>7!E("]086=E#0HO4&%R96YT(#0Q(#`@4@T*+U)E<V]U<F-E<R`S.2`P(%(-
M"B]#; VYT96YT<R`S. "`P(%(-"CX^#0IE; F108FH-"CD@, "!08FH-"CP\#0HO
M5'EP92`O4&%G97, -"B]+: 61S(%LQ(#`@4B`Q, "`P(%(@, 3, @, "!2(#\$V(#`@
M4B`Q.2`P(%(@, C(@, "!2(#(U(#`@4B`R. "`P(%(@, S\$@, "!2(#, T(#`@4ET-
M"B]#; W5N="`Q, `T*+U!A<F5N="`T, "`P(%(-"CX^#0IE; F108FH-"C0Q`@`@
M; V)J#0H\`T*+U1Y<&4@+U!A9V5S#0HO2VED<R!; , S<@, "!270T*+T-O=6YT
M(#\$-"B]087)E; G0@-"`@, "!2#0H^/@T*96YD; V)J#0HT, "`P(&]B:@T*/#P-
M"B]4>7!E("]086=E<PT*+TMI9` , @6SD@, "!2(#0Q(#`@4B!="#0HO0V]U; G0@
M, 3\$-"B]1961I84)O>"; , "`P(#8Q, B`Q, #`X70T*/CX-"F5N9&]B:@T*-"#0@
M, "!08FH-"CP\#0HO5'EP92`O0V%T86QO9PT*+U!A9V5S(#0P(#`@4@T*/CX-
M"F5N9&]B:@T*-"#4@, "!08FH-"CP\#0HO0W)E871I; VY\$871E("A\$.C\$Y, 3`P
M, #, Q-C\$V, 3\$S-"D-"B]0<F]D=6-E<B`H7#, W-EPS-S=<, #`P05PP, #!C7#`P
M, ') <, #`P; UPP, #!B7#`P, &%<, #`P=%PP, #`@7#`P, \$1<, #`P: 5PP, #!S7#`P
M, '1<, #`P: 5PP, #!L7#`P, &Q<, #`P95PP, #!R7#`P, " !<, #`P, UPP, #`N7#`P
M, #!<, #`P, BD-"CX^#0IE; F108FH-"GAR968-"C`@-#8-"C`P, #`P, #`P, #`@
M-C4U, S4@9@T*, #`P, #`U, #4U-R`P, #`P, "!N#0HP, #`P, #`P, #`\$W(#`P, #`P
M(&X-"C`P, #`P, #8W.34@, #`P, #`@; @T*, #`P, #`T. #EX-"`P, #`P, "!N#0HP
M, #`P, #0X.3<T(#`P, #`P(&X-"C`P, #`P-#DP-C, @, #`P, #`@; @T*, #`P, #`T
M.3\$W, "`P, #`P, "!N#0HP, #`P, #0X. #`U(#`P, #`P(&X-"C`P, #`P-3\$U-38@
M, #`P, #`@; @T*, #`P, #`U, #8T-2`P, #`P, "!N#0HP, #`P, #`V.3, S(#`P, #`P
M(&X-"C`P, #`P, 3(W-3(@, #`P, #`@; @T*, #`P, #`U, #<S-B`P, #`P, "!N#0HP
M, #`P, #R. #DQ(#`P, #`P(&X-"C`P, #`P, 3<V, 3`@, #`P, #`@; @T*, #`P, #`U
M, #@R-R`P, #`P, "!N#0HP, #`P, #R-S0Y(#`P, #`P(&X-"C`P, #`P, C, S, SD@
M, #`P, #`@; @T*, #`P, #`U, #DQ. "`P, #`P, "!N#0HP, #`P, #`P(S-#<X(#`P, #`P
M(&X-"C`P, #`P, C@R.#0@, #`P, #`@; @T*, #`P, #`U, 3`P.2`P, #`P, #`P, "!N#0HP
M, #`P, #`P(S(#`P, #`P(&X-"C`P, #`P, S(V, SD@, #`P, #`@; @T*, #`P, #`U
M, 3\$P, "`P, #`P, "!N#0HP, #`P, #, R-S<X(#`P, #`P(&X-"C`P, #`P, S8V-34@
M, #`P, #`@; @T*, #`P, #`U, 3\$Y, 2`P, #`P, "!N#0HP, #`P, #, V-SDT(#`P, #`P
M(&X-"C`P, #`P, #`P(U-#S@, #`P, #`@; @T*, #`P, #`U, 3(X, B`P, #`P, #`P, "!N#0HP
M, #`P, #OR-C@P(#`P, #`P(&X-"C`P, #`P-#8S-S8@, #`P, #`@; @T*, #`P, #`U
M, 3, W, R`P, #`P, "!N#0HP, #`P, #0V-3\$U(#`P, #`P(&X-"C`P, #`P-#@R, #0@
M, #`P, #`@; @T*, #`P, #`U, 30V-"`P, #`P, "!N#0HP, #`P, #0X, S, R(#`P, #`P
M(&X-"C`P, #`P, #`P-@U-C8@, #`P, #`@; @T*, #`P, #`U, 3<X, B`P, #`P, #`P, "!N#0HP
M, #`P, #4Q-S`P(#`P, #`P(&X-"C`P, #`P-#@V-S(@, #`P, #`@; @T*, #`P, #`T
M.3(W. "`P, #`P, "!N#0HP, #`P, #4Q. #@R(#`P, #`P(&X-"C`P, #`P-3\$Y, SD@
M, #`P, #`@; @T*=')A: 6QE<@T*/#P-"B]3: 7IE(#0V#0HO4F]O="`T-"`P(%(-
M"B]); F90(#0U(#`@4@T*+TES(%L\ -69B, F-A, &\$Q.38T-S8R, 60V.#AD8S\$V
M-68P, 6(W, V4^/#5F8C)C83!A, 3DV-#<V, C%D-C@X9&, Q-C5F, #B-S-E/ET-
>"CX^#0IS=&%R='AR968-"C4R, 3, R#0HE)45/1@T*

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX_3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`U-S@U#0H^
M/@T*+WLR96\$M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-#DN
M-S<@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`I5&H-"C0Q+C0R
M("TR+C,@5\$0-"BA%>A18FET(#\$S7"AC7"D@*51J#0H01C,@,2!49@T*+30Q
M+C0R("TR+C,V(%1\$#0HH4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!&:6YA
M;F-I86P@4&]S:71I;VXI5&H-"B] &,B`Q(%1F#0HP("TQ+C\$V(%1\$#0HH0VQE
M=F5L86YD+4-L:69F<R!);F,@86YD(\$-O;G-O;&ED871E9"!3=6)S:61I87)I
M97,@*51J#0HX+C\$X("TQ+C\$R(%1\$#0HP+C0Q(%1C#0I;*`@("DM,3<Y-#`H
M("I,S`P*`I+3<T,"@*3,P,"@@"("DV,#`H("DM-SOP*`I751*#0HQ,"XP
M-SD@,"`P(#\$P+C`W.2`T,34N-C4@.#4T+C<S(%1M#0HP(%1C#0HH7"A);B!-
M:6QL:6]N<UPI*51J#0HM,"XQ,3DQ("TQ+C\$Q.3(@5\$0-"BA\$96-E;6)E<B`S
M,2E4:@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M=,"!D#0HQ
M(&D@#0HT.#@N,S<@.#,Y+C8Q(&T-"C,Y-"XW-R`X,SDN-C\$@;`T*,SDT+C<W
M(#@S.2XV,2!M#0HS.30N-S<@.#,Y+C\$S(&P-"E,-"C`@1PT*,SDT+C<W(#@S
M.2XQ,R!M#0HT.#@N,S<@.#,Y+C\$S(&P-"COX."XS-R`X,SDN,3,@;0T*`-#&X
M+C,(#@S.2XV,2!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N
M,#<Y(#OP-BXR.2`X,C<N,S<@5&T-"B@Q.3DY*51J#0H01C(@,2!49@T*`-2XS
M-3<W("TP+C`T-S8@5\$0-"B@Q.3DX*51J#0I%5`T*,"XU(\$-<"C0S-RXY-R`X
M,C,N,#4@;0T*,SDT+C<W(#@R,RXP-2!L#0HS.30N-S<@.#(S+C`U(&T-"C,Y
M-"XW-R`X,C(N-3<@;`T*4PT*,"!`#0HS.30N-S<@.#(R+C4W(&T-"C0S-RXY
M-R`X,C(N-3<@;`T*`-#W+CDW(#@R,BXU-R!M#0HT,S<N.3<@.#(S+C`U(&P-
M"E,-"C`N-2!`#0HT.#@N,S<@.#(S+C`U(&T-"COU,BXQ,R`X,C,N,#4@;`T*
M-#4R+C\$S(#@R,RXP-2!M#0HT-3(N,3,@.#(R+C4W(&P-"E,-"C`@1PT*`-#4R
M+C\$S(#@R,BXU-R!M#0HT.#@N,S<@.#(R+C4W(&P-"COX."XS-R`X,C(N-3<@;
M;0T*`-#&X+C,W(#@R,RXP-2!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P
M(#`@,3`N,#<Y(#\$R,RXX,2`X,3`N.#\$@5&T-"BTP+C`P,#\$@5&,-"BA!4U-%
M5%,I5&H-"B] &,B`Q(%1F#0HP("TQ+C(V,B!41`T*,"XP,#`Q(%1W#0HH0U52
M4D5.5"!14U-%5%,I5&H-"C\$N,S,Q,2`M,2XS,S,U(%1\$#0HP(%1C#0HP(%1W
M#0HH0V%\$:"!A;F0@8V%\$:"!E<75I=F%L96YT<RE4:@T*+T8S(#\$@5&8-"C(V
M+C`R-C,@,"XP-#<V(%1\$#0I;*`0I+34P,"XQ*#8W+C8I751*#0H01C(@,2!4
M9@T*`-2XS,S,X("TP+C`T-S8@5\$0-"B@D,3,P+C,I5&H-"BTS,2XS-C`Q("TQ
M+C,S,S4@5\$0-"BA4<F%QD92!A8V-O=6YT<R!R96-E:79A8FQE*51J#0H01C,@
M,2!49@T*,C<N,#(V-"`P+C`T-S8@5\$0-"B@V-BXP*51J#0H01C(@,2!49@T*
M-2XS,S,X("TP+C`T-S8@5\$0-"B@T,BXT*51J#0HM,S(N,S8P,B`M,2XS,S,U
M(%1\$#0HH4F5C96EV86)L97,@9G)O;2!A<W-O8VEA=&5D(&-O;7!A;FEE<RE4
M:@T*+T8S(#\$@5&8-"C(W+C`R-C0@,"XP-#<V(%1\$#0HH,38N-BE4:@T*+T8R
M(#\$@5&8-"C4N,S,S."`M,"XP-#<V(%1\$#0HH,38N-RE4:@T*+3,R+C,V,#(@
M+3\$N,C\$T-"!41`T**\$EN=F5N=&]R:65S*51J#0HQ+C,X,3\$@+3\$N,S,S-2!4
M1`T**\$ER;VX@;W)E*51J#0H01C,@,2!49@T*,C4N-C0U,R`P+C`T-S8@5\$0-
M`B@S-BXV*51J#0H01C(@,2!49@T*`-2XS,S,X("TP+C`T-S8@5\$0-"B@T,RXT
M*51J#0HM,S`N.3<Y,2`M,2XS,S,U(%1\$#0HH4W5P<QI97,@86YD(&]T: &5R
M*51J#0H01C,@,2!49@T*,C4N-C0U,R`P+C`T-S8@5\$0-"B@Q-BXP*51J#0H
M1C(@,2!49@T*`-2XS,S,X("TP+C`T-S8@5\$0-"B@Q-BXR*51J#0I%5`T*,"XU
M(\$-<"COR-RXV-2`W,30N.#\$@;0T*`-#`U+C`Y(#<Q-"XX,2!L#0HT,#4N,#D@
M-S\$T+C@Q(&T-"COP-2XP.2`W,30N,S,@;`T*4PT*,"!`#0HT,#4N,#D@-S\$T
M+C,S(&T-"COR-RXV-2`W,30N,S,@;`T*`-#(W+C8U(#<Q-"XS,R!M#0HT,C<N
M-C4@-S\$T+C@Q(&P-"E,-"C`N-2!`#0HT.#\$N-#\$@-S\$T+C@Q(&T-"COU."XX
M-2`W,30N.#\$@;`T*`-#4X+C@U(#<Q-"XX,2!M#0HT-3@N.#4@-S\$T+C,S(&P-
M"E,-"C`@1PT*`-#4X+C@U(#<Q-"XS,R!M#0HT.#\$N-#\$@-S\$T+C,S(&P-"COX
M,2XT,2`W,30N,S,@;0T*`-#&Q+C0Q(#<Q-"XX,2!L#0I3#0I"5`T*+T8S(#\$@
M5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0Q,"XQ,R`W,#(N-3<@5&T-"B@U,BXV
M*51J#0H01C(@,2!49@T*`-2XS,S,X("TP+C`T-S8@5\$0-"B@U.2XV*51J#0HM
M,S(N,S8P,B`M,2XS,S,U(%1\$#0HH3W1H97(I5&H-"B] &,R`Q(%1F#0HR-RXP
M,C8T(#`N,#0W-B!41`T**#\$T+C,I5&H-"B] &,B`Q(%1F#0HU+C,S,S@+3`N
M,#0W-B!41`T**#\$Q+C(I5&H-"D54#0HP+C4@1PT*`-#(W+C8U(#8X-"XX,2!M
M#0HT,#4N,#D@-C@T+C@Q(&P-"COP-2XP.2`V.#0N.#\$@;0T*`-#`U+C`Y(#8X
M-"XS,R!L#0I3#0HP(\$-<"COP-2XP.2`V.#0N,S,@;0T*`-#(W+C8U(#8X-"XS
M,R!L#0HT,C<N-C4@-C@T+C,S(&T-"COR-RXV-2`V.#0N.#\$@;`T*4PT*,"XU
M(\$-<"COX,2XT,2`V.#0N.#\$@;0T*`-#4X+C@U(#8X-"XX,2!L#0HT-3@N.#4@
M-C@T+C@Q(&T-"COU."XX-2`V.#0N,S,@;`T*4PT*,"!`#0HT-3@N.#4@-C@T
M+C,S(&T-"COX,2XT,2`V.#0N,S,@;`T*`-#&Q+C0Q(#8X-"XS,R!M#0HT.#\$N
M-#\$@-C@T+C@Q(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q-3\$N-C4@
M-C<R+C`Y(%1M#0HM,"XP,#`Q(%1C#0HP+C`P,#\$@5`-<"BA43U1!3"!#55)2
M14Y4(\$%34T544RE4:@T*+T8S(#\$@5&8-"C(U+C\$T-3,@,"XP-#<V(%1\$#0HP
M(%1C#0HH,C\$W+C\$I5&H-"B] &,B`Q(%1F#0HU+C,S,S@+3`N,#0W-B!41`T*
M*#(V,"XR*51J#0HM,S,N,C0Q,R`M,2XR,30T(%1\$#0HM,"XP,#`Q(%1C#0HH
M4%) /4\$525E%4RE4:@T*,2XS.#\$Q("TQ+C,S,S4@5\$0-"C`@5&,-"C`@5`<-
M`BA0;&N="!A;F0@97%U:7!M96YT*51J#0H01C,@,2!49@T*,C8N-3(V,R`P
M+C`T-S8@5\$0-"B@R,#0N.2E4:@T*+T8R(#\$@5&8-"C4N,S,S."`M,"XP-#<V
M(%1\$#0HH,3DQ+C@I5&H-"BTS,2XX-C`R("TQ+C,S,S4@5\$0-"BA-:6YE<F%L
M<RE4:@T*+T8S(#\$@5&8-"C(W+C`R-C0@,"XP-#<V(%1\$#0HH,3DN,2E4:@T*
M+T8R(#\$@5&8-"C4N,S,S."`M,"XP-#<V(%1\$#0HH,3DN,2E4:@T*150-"C`N
M-2!`#0HT,C<N-C4@-C(Y+C\$S(&T-"COP-2XP.2`V,CDN,3,@;`T*`-#`U+C`Y
M(#8R.2XQ,R!M#0HT,#4N,#D@-C(X+C8U(&P-"E,-"C`@1PT*`-#`U+C`Y(#8R
M."XV-2!M#0HT,C<N-C4@-C(X+C8U(&P-"COR-RXV-2`V,C@N-C4@;0T*`-#(W
M+C8U(#8R.2XQ,R!L#0I3#0HP+C4@1PT*`-#&Q+C0Q(#8R.2XQ,R!M#0HT-3@N
M.#4@-C(Y+C\$S(&P-"COU."XX-2`V,CDN,3,@;0T*`-#4X+C@U(#8R."XV-2!L
M#0I3#0HP(\$-<"COU."XX-2`V,C@N-C4@;0T*`-#&Q+C0Q(#8R."XV-2!L#0HT
M.#\$N-#\$@-C(X+C8U(&T-"COX,2XT,2`V,CDN,3,@;`T*4PT*0E0-"B] &,R`Q
M(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T,#4N,#D@-C\$V+C@Y(%1M#0HH,C(T
M+C`I5&H-"B] &,B`Q(%1F#0HU+C,S,S@+3`N,#0W-B!41`T**\$(Q,"XY*51J
M#0HM,S\$N.#8P,B`M,2XS,S,U(%1\$#0HH06QL;W=A;F-E<R!F;W(@9&5P<F5C
M:6\$T:6]N(&N9"!D97!L971I;VXI5&H-"B] &,R`Q(%1F#0HR-BXV.3,@,"XP

M-#<V(%1\$#0I;*%PH-S`N,2DM,3(N-BA<*2E=5\$H-"B] & ,B`Q(%1F#0HU+C,S
M,S@@+3`N,#0W-B!41`T*6RA<*#8P+CDI+3\$R+C8H7"DI751*#0I%5`T*,"XU
M(\$<-"COR-RXV-2`U.3DN,3,@;0T*-*`U+C`Y(#4Y.2XQ,R!L#0HT,#4N,#D@
M-3DY+C\$S(&T-"COP-2XP.2`U.3@N-C4@;`T*4PT*,"!`#0HT,#4N,#D@-3DX
M+C8U(&T-"COR-RXV-2`U.3@N-C4@;`T*-*`U+C`Y(#4Y.2XQ,R!L#0HT,C<N
M-C4@-3DY+C\$S(&P-"E,-"C`N-2!`#0HT.#\$N-#\$@-3DY+C\$S(&T-"COU."XX
M-2`U.3DN,3,@;`T*-*#4X+C@U(#4Y.2XQ,R!M#0HT-3@N.#4@-3DX+C8U(&P-
M"E,-"C`@1PT*-*#4X+C@U(#4Y."XV-2!M#0HT.#\$N-#\$@-3DX+C8U(&P-"COX
M,2XT,2`U.3@N-C4@;0T*-*#Q+C0Q(#4Y.2XQ,R!L#0I3#0I"5`T*,3`N,#<Y
M(#`@,"`Q,"XP-SD@,34Q+C8U(#4X-BXT,2!4;0T*+3`N,#`P,2!48PT*,"XP
M,#`Q(%1W#0HH5\$)404P@4%)/4\$525\$E#4RE4:@T*+T8S(#\$@5&8-"C(U+C\$T
M-3,@,"XP-#<V(%1\$#0HP(%1C#0HH,34S+CDI5&H-"B] & ,B`Q(%1F#0HU+C,S
M,S@@+3`N,#0W-B!41`T**\$U,"XP*51J#0HM,S,N,COQ,R`M,2XS,S,U(%1\$
M#0HM,"XP,#`Q(%1C#0HH24Y615-4345.5%,@24X@05-33T)-051%1!"#3TU0
M04Y)15,I5&H-"B] & ,R`Q(%1F#0HR-RXY,#<T(#`N,#0W-B!41`T*,"!48PT*
M*(S,RXT*51J#0HO1C(@,2!49@T*-2XS,S,X("TP+C`T-S@5\$0-"B@R,S4N
M-"E4:@T*+3,S+C(T,3,@+3\$N,C\$T-"!41`T*+3`N,#`P,2!48PT**\$)42\$52
M(\$%34T544RE4:@T*,2XS.#\$Q("TQ+C,S,S4@5\$0-"C`@5&,-"C`@5`<-"BA0
M<F5P86ED(!`I;G-I;VYS*51J#0HO1C,@,2!49@T*,C<N,#(V-"`P+C`T-S@8
M5\$0-"B@T,"XX*51J#0HO1C(@,2!49@T*-2XS,S,X("TP+C`T-S@8\$5\$0-"B@T
M,"XP*51J#0HM,S(N,S8P,B`M,2XS,S,U(%1\$#0HH36ES8V5L;&%N96]U<RE4
M:@T*+T8S(#\$@5&8-"C(W+C`R-C0@,"XP-#<V(%1\$#0HH,SON-2E4:@T*+T8R
M(#\$@5&8-"C4N,S,S."`M,"XP-#<V(%1\$#0HH,S@N,BE4:@T*150-"C`N-2!`
M#0HT,C<N-C4@-3,P+C`Q(&T-"COP-2XP.2`U,S`N,#\$@;`T*-*`U+C`Y(#4S
M,"XP,2!M#0HT,#4N,#D@-3(Y+C4S(&P-"E,-"C`@1PT*-*`U+C`Y(#4R.2XU
M,R!M#0HT,C<N-C4@-3(Y+C4S(&P-"COR-RXV-2`U,CDN-3,@;0T*-*`U+C8U
M(#4S,"XP,2!L#0I3#0HP+C4@1PT*-*#Q+C0Q(#4S,"XP,2!M#0HT-3@N.#4@
M-3,P+C`Q(&P-"COU."XX-2`U,S`N,#\$@;0T*-*#4X+C@U(#4R.2XU,R!L#0I3
M#0HP(\$<-"COU."XX-2`U,CDN-3,@;0T*-*#Q+C0Q(#4R.2XU,R!L#0HT.#\$N
M-#\$@-3(Y+C4S(&T-"COX,2XT,2`U,S`N,#\$@;`T*4PT*0E0-"C\$P+C`W.2`P
M(#`@,3`N,#<Y(\$U,2XV-2`U,3<N,CD@5&T-"BTP+C`P,#\$@5&,-"C`N,#`P
M,2!4=PT**%1/5\$,(\$)42\$52(\$%34T544RE4:@T*+T8S(#\$@5&8-"C(U+C8T
M-3,@,"XP-#<V(%1\$#0HP(%1C#0HH-S4N,RE4:@T*+T8R(#\$@5&8-"C4N,S,S
M."`M,"XP-#<V(%1\$#0HH-S@N,BE4:@T*150-"C`N-2!`#0HT,C<N-C4@-3\$S
M+COU(&T-"COP-2XP.2`U,3,N-#4@;`T*-*`U+C`Y(#4Q,RXT-2!M#0HT,#4N
M,#D@-3\$R+CDW(&P-"E,-"C`@1PT*-*`U+C`Y(#4Q,BXY-R!M#0HT,C<N-C4@
M-3\$R+CDW(&P-"COR-RXV-2`U,3(N.3<@;0T*-*`U+C8U(#4Q,RXT-2!L#0I3
M#0HP+C4@1PT*-*#Q+C0Q(#4Q,RXT-2!M#0HT-3@N.#4@-3\$S+COU(&P-"COU
M."XX-2`U,3,N-#4@;0T*-*#4X+C@U(#4Q,BXY-R!L#0I3#0HP(\$<-"COU."XX
M-2`U,3(N.3<@;0T*-*#Q+C0Q(#4Q,BXY-R!L#0HT.#\$N-#\$@-3\$R+CDW(&T-
M"COX,2XT,2`U,3,N-#4@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(\$U
M,2XV-2`U,#`N-S,@5&T-"BTP+C`P,#\$@5&,-"BA43U1!3"!!4U-%5,I5&H-
M"B] & ,R`Q(%1F#0HR-"XV-#4R(#`N,#0W-B!41`T*,"!48PT**"0V-SDN-RE4
M:@T*+T8R(#\$@5&8-"C4N,S,S."`M,"XP-#<V(%1\$#0HH)#<R,RXX*51J#0I%
M5`T*,"XU(\$<-"COP-2XP.2`T.38N.#D@,C(N-38@+3(N.#@<F4-"F8-"COU
M."XX-2`T.38N.#D@,C(N-38@+3(N.#@<F4-"F8-"D)4#0HQ,B`P(#`@,3(@
M,S`P+C(Q(#0V-RXQ,R!4;0T*,"!G#0HH,S4@*51J#0I%5`T*96YD<W1R96%M
M#0IE;F108FH-"C,@,"!08FH-"CP`#0HO4!)08U-E="!;+U!\$1B`O5&5X="! =
M#0HO1F]N="`\/`T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"CX^#0HO17AT1U-T
M871E(#P`#0HO1U,Q(#@E,"!2#0H^/@T*/CX-"F5N9&]B:@T*.2`P(#]B:@T
M/#P-"B] ,96YG=&@-30R-0T*/CX-"G-T<F5A;0T*0E0-"B] & ,B`Q(%1F#0HQ
M,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M#0HP(\$<-"B] `4S\$@9W,-"C`@5&,-
M"C`@5`<-"B@@"`@("`@("`@("`@("`@("I5&H-"B] & ,R`Q(%1F#0HP("TR
M+C,V(%1\$#0HH4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!&:6YA;F-I86P@
M4&]S:71I;VXI5&H-"B] & ,B`Q(%1F#0HP("TQ+C\$V(%1\$#0HH0VQE=F5I86YD
M+4-L:69F<R!);F,@86YD(\$-O;G-O;&ED871E9"!3=6)S:61I87)I97,*51J
M#0HU+C@T("TQ+C\$R(%1\$#0HQ+C\$S(%1C#0I;*`@("`I+3\$X,COP*`I+3(P
M**`I,S0P**`I+3@P,@@*3,T,@@*2TR,@@*3,T,@@*2TX,#`H("E=5\$H-
M"C\$P+C`W.2`P(#`@,3`N,#<Y(#0S,2XP,2`X.3,N-C\$@5&T-"C`@5&,-"BA<
M*\$EN(\$UI;&QI;VYS7"DI5&H-"BTP+C\$Q.3\$@+3\$N,3\$Y,B!41`T**\$1E8V5M
M8F5R(#,Q*51J#0I%5`T*,"XU(\$<-"C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP
M(&0-"C\$@:2`-"C4Q-BXT-2`X-S@N-#D@;0T*,SDW+C8U(#@W."XT.2!L#0HS
M.3<N-C4@.#<X+C0Y(&T-"C,Y-RXV-2`X-S@N,#\$@;`T*4PT*,"!`#0HS.3<N
M-C4@.#<X+C`Q(&T-"C4Q-BXT-2`X-S@N,#\$@;`T*-3\$V+COU(#@W."XP,2!M
M#0HU,38N-#4@.#<X+C0Y(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@
M,"`Q,"XP-SD@-#\$S+C`Q(#@V-BXR-2!4;0T**\$Y.3DI5&H-"B] & ,B`Q(%1F
M#0HV+C<S.#<@+3`N,#0W-B!41`T**\$Y.3@I5&H-"D54#0HP+C4@1PT*-*0X
M+C4S(#@V,2XY,R!M#0HS.3<N-C4@.#8Q+CDS(&P-"C,Y-RXV-2`X-C\$N.3,@
M;0T*,SDW+C8U(#@V,2XT-2!L#0I3#0HP(\$<-"C,Y-RXV-2`X-C\$N-#4@;0T*
M-#0X+C4S(#@V,2XT-2!L#0HT-#@N-3,@.#8Q+COU(&T-"COT."XU,R`X-C\$N
M.3,@;`T*4PT*,"XU(\$<-"C4Q-BXT-2`X-C\$N.3,@;0T*-*#8U+C4W(#@V,2XY
M,R!L#0HT-C4N-3<@.#8Q+CDS(&T-"C0V-2XU-R`X-C\$N-#4@;`T*4PT*,"!`
M#0HT-C4N-3<@.#8Q+COU(&T-"C4Q-BXT-2`X-C\$N-#4@;`T*-3\$V+COU(#@V
M,2XT-2!M#0HU,38N-#4@.#8Q+CDS(&P-"E,-"D)4#0HO1C0@,2!49@T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@.34N-S,@.#0Y+C8Y(%1M#0HM,"XP,#`Q(%1C#0HP
M+C`P,#\$@5`<-"BA,24%"24Q)5\$E#4R!!3D0@4TA!4D5(3TQ\$15)37#(R,B!%
M455)5%DI5&H-"B] & ,B`Q(%1F#0HP("TQ+C(V,B!41`T**\$-54E)%3E0@3\$E!
MODE,251)15,I5&H-"C\$N-C0S("TQ+C,S,S4@5\$0-"C`@5&,-"C`@5`<-"BA4
M<F%D92!A8V-O=6YT<R!P87EA8FQE*51J#0HO1C0@,2!49@T*,CDN,#4P-"`P
M+C`T-S@8\$5\$0-"ELH)"DM,3,S,RXU*#DN."E=5\$H-"B] & ,B`Q(%1F#0HV+C<S
M.#<@+3`N,#0W-B!41`T*6R@D*2TX,S,N-2@Q-"XX*5U42@T*+3,U+C<X.3\$@
M+3\$N,S,S-2!41`T**\$!A>6%B;&5S('!0(&%S<V]C:6%T960@8V]M<C&%N:65S
M*51J#0HO1C0@,2!49@T*,S`N,S@S.2`P+C`T-S@8\$5\$0-"B@Q.2XS*51J#0HO
M1C(@,2!49@T*-BXW,S@W("TP+C`T-S@8\$5\$0-"B@R,RXU*51J#0HM,S<N,3(R
M-B`M,2XS,S,U(%1\$#0HH06-C<G5E9"!E>!`I;G-E<RE4:@T*+T8T(#\$@5&8-

M"C,P+C,X,SD@,"XP-#<V(%1\$#0HH,S`N,RE4:@T*+T8R(\$@5&8-"C8N-S,X
M-R`M,"XP-#<V(%1\$#0HH,C@N,BE4:@T*+3,W+C\$R,C8@+3\$N,S,S-2!41`T*
M*%-T871E(&N9"!L;V-A;"!T87AE<R!P87EA8FQE*51J#0HO1C0@,2!49@T*
M,S`N.#@S.2`P+C`T-S8@5\$0-"B@Y+C@I5&H-"B]&,B`Q(%1F#0HV+C(S.#<@
M+3`N,#0W-B!41`T**#\$P+C,I5&H-"BTS-RXQ,C(V("TQ+C,S,S4@5\$0-"BA/
M=&AE<BE4:@T*+T8T(\$@5&8-"C,P+C@X,SD@,"XP-#<V(%1\$#0HH-"XU*51J
M#0HO1C(@,2!49@T*-BXW,S@W("TP+C`T-S8@5\$0-"B@W+C,I5&H-"D54#0HP
M+C4@1PT*-#,V+C`U(#<V-2XY,R!M#0HT,3`N,3,@-S8U+CDS(&P-"C0Q,"XQ
M,R`W-C4N.3,@;0T*-\$P+C\$S(#<V-2XT-2!L#0I3#0HP(\$<-"C0Q,"XQ,R`W
M-C4N-#4@;0T*-#,V+C`U(#<V-2XT-2!L#0HT,S8N,#4@-S8U+C@W(&T-"C0S
M-BXP-2`W-C4N.3,@;`T*4PT*,"XU(\$<-"C4P,RXY-R`W-C4N.3,@;0T*-#<X
M+C`U(#<V-2XY,R!L#0HT-S@N,#4@-S8U+CDS(&T-"COW."XP-2`W-C4N-#4@
M;`T*4PT*,"!`!#0HT-S@N,#4@-S8U+C@U(&T-"C4P,RXY-R`W-C4N-#4@;`T*
M-3`S+CDW(#<V-2XT-2!M#0HU,#N.3<@-S8U+CDS(&P-"E,-"D)4#0HQ,"XP
M-SD@,"`P(\$P+C`W.2`Q,C@N.#4@-S4S+C(Q(%1M#0HM,"XP,#`Q(%1C#0HP
M+C`P,#\$@5`<-"BA43U1!3"!#55)214Y4(\$Q)04)3\$E42453*51J#0HO1C0@
M,2!49@T*,C@N-SOP."`P+C`T-S8@5\$0-"C`@5&,-"B@W,RXW*51J#0HO1C@
M,2!49@T*-BXW,S@W("TP+C`T-S8@5\$0-"B@X-"XQ*51J#0HM,S@N-S8U-B`M
M,2XS,S,U(%1\$#0HM,"XP,#`Q(%1C#0HH3\$].1RU415)-(\$!0E0I5&H-"B]&
M-"`Q(%1F#0HS,BXP,C8Y(#`N,#0W-B!41`T*,"!48PT**#<P+C`I5&H-"B]&
M,B`Q(%1F#0HV+C<S.#<@+3`N,#0W-B!41`T**#<P+C`I5&H-"BTS."XW-C4V
M("TP+C,S,S4@5\$0-"BTP+C`P,#\$@5&,-"BA03U-414U03\$]9345.5"!14Y
M1DE4(\$Q)04)3\$E42453*51J#0HO1C0@,2!49@T*,S(N,#(V.2`P+C`T-S8@
M5\$0-"C`@5&,-"B@V."XQ*51J#0HO1C(@,2!49@T*-BXW,S@W("TP+C`T-S8@
M5\$0-"B@W,"XU*51J#0HM,S@N-S8U-B`M,2XS,S,U(%1\$#0HM,"XP,#`Q(%1C
M#0HH3U1(15(@3\$E!0DE,251)15,I5&H-"B]&-"`Q(%1F#0HS,BXP,C8Y(#`N
M,#0W-B!41`T*,"!48PT**#8P+C8I5&H-"B]&,B`Q(%1F#0HV+C<S.#<@+3`N
M,#0W-B!41`T**#8Q+C8I5&H-"B]&-2`Q(%1F#0HM,S@N-S8U-B`M,2XR,30T
M(%1\$#0HM,"XP,#`Q(%1C#0HH4TA!4D5(3TQ\$15)37#(R,B!%455)5%DI5&H-
M"C\$N-COS("TQ+C(Q-#0@5\$0-"C`@5&,-"C`@5`<-"BA0<F5F97)R960@4W1O
M8VLI5&H-"C\$N-COS("TQ+C(Q-#0@5\$0-"BA#;&S<R!!(%PR,C<@;F\@<&%R
M('9A;'5E*51J#0HQ+C8T,R`M,2XR,30T(%1\$#0HH075T:&]R:7IE9"`M(#4P
M,"PP,#`@<VAA<F5S.R!I<W-U960@;F]N92E4:@T*+3\$N-COS("TQ+C(Q-#0@
M5\$0-"BA#;&S<R!"(%PR,C<@;F\@<&%R('9A;'5E*51J#0HQ+C8T,R`M,2XR
M,30T(%1\$#0HH075T:&]R:7IE9"`M(#0L,#`P+#`P,"!S:&%R97,[(&ES<W5E
M9"!N;VYE*51J#0HM,RXR.#8@+3\$N,C\$T-"!41`T**\$-O;6UO;B!3:&%R97,@
M7#(R-R!P87(@=F%L=64@)#\$@82!S:&%R92E4:@T*,2XV-#,@+3\$N,C\$T-"!4
M1`T**\$U=&AO<FEZ960@+2`R."PP,#`L,#`P('`-H87)E<SLI5&H-"C`@+3\$N
M,S,S-2!41`T**\$ES<W5E9"`M(\$V+@R-RPY-#\$@<VAA<F5S*51J#0HO1C,@
M,2!49@T*,C@N-SOP."`P+C`T-S8@5\$0-"B@Q-BXX*51J#0HO1C4@,2!49@T*
M-BXW,S@W("TP+C`T-S8@5\$0-"B@Q-BXX*51J#0HM,S<N,3(R-B`M,2XS,S,U
M(%1\$#0HH0V\$P:71A;"!I;B!E>&-E<W,@;V8@<&%R('9A;'5E(&]F('`-H87)E
M<RE4:@T*+T8S(\$@5&8-"C,P+C,X,SD@,"XP-#<V(%1\$#0HH-C<N,2E4:@T*
M+T8U(\$@5&8-"C8N-S,X-R`M,"XP-#<V(%1\$#0HH-S`N.2E4:@T*+3,W+C\$R
M,C8@+3\$N,S,S-2!41`T**%)E=&%I;F5D(&EN8V]M92E4:@T*+T8S(\$@5&8-
M"C(Y+C@X,S@@,"XP-#<V(%1\$#0HH-3`Q+C,I5&H-"B]&-2`Q(%1F#0HV+C<S
M.#<@+3`N,#0W-B!41`T**#4Q,RXR*51J#0HM,S8N-C(R-2`M,2XR,30T(%1\$
M#0HH0V]S="!O9B`V+##\$X,"PW-#(@0V]M;6]N(%-H87)E<R!I;BE4:@T*,2XV
M-#,@+3\$N,S,S-2!41`T**%1R96\$S=7)Y(%PH,3DY."`M(#4L-C<W+#(X-R!S
M:&%R97-#*2E4:@T*+T8S(\$@5&8-"C(W+CDP-SO@,"XP-#<V(%1\$#0I;*\$PH
M,3<Q+C4I+3\$R+C<H7"DI751*#0HO1C4@,2!49@T*-BXW,S@W("TP+C`T-S8@
M5\$0-"ELH7`@Q-34N.2DM,3(N-RA<*2E=5\$H-"BTS-BXR.#DR("TQ+C,S,S4@
M5\$0-"BA!8V-U;75L871E9"!=&AE<B!C;VUP<F5H96YS:79E(&QO<W,L(&YE
M="!O9B!T87@I5&H-"B]&,R`Q(%1F#0HS,"XU-3`U(#`N,#0W-B!41`T*6RA<
M*#4N,BDM,3(N-2A<*2E=5\$H-"B]&-2`Q(%1F#0HV+C<S.#<@+3`N,#0W-B!4
M1`T*6RA<*#0N,RDM,3(N-2A<*2E=5\$H-"BTS-RXR.#DS("TQ+C,S,S4@5\$0-
M"BA5;F5A<FYE9"!C;VUP96YS871I;VXI5&H-"B]&,R`Q(%1F#0HS,"XU-3`U
M(#`N,#0W-B!41`T*6RA<*#N,BDM,3(N-2A<*2E=5\$H-"B]&-2`Q(%1F#0HV
M+C<S.#<@+3`N,#0W-B!41`T*6RA<*#N,2DM,3(N-2A<*2E=5\$H-"D54#0HP
M+C4@1PT*-#,V+C`U(#4Q."XR-2!M#0HT,3`N,3,@-3\$X+C(U(&P-"C0Q,"XQ
M,R`U,3@N,C4@;0T*-\$P+C\$S(#4Q-RXW-R!L#0I3#0HP(\$<-"C0Q,"XQ,R`U
M,3<N-S<@;0T*-#,V+C`U(#4Q-RXW-R!L#0HT,S8N,#4@-3\$W+C@W(&T-"C0S
M-BXP-2`U,3@N,C4@;`T*4PT*,"XU(\$<-"C4P,RXY-R`U,3@N,C4@;0T*-#<X
M+C`U(#4Q."XR-2!L#0HT-S@N,#4@-3\$X+C(U(&T-"COW."XP-2`U,3<N-S<@
M;`T*4PT*,"!`!#0HT-S@N,#4@-3\$W+C@W(&T-"C4P,RXY-R`U,3<N-S<@;`T*
M-3`S+CDW(#4Q-RXW-R!M#0HU,#N.3<@-3\$X+C(U(&P-"E,-"D)4#0HQ,"XP
M-SD@,"`P(\$P+C`W.2`Q,C@N.#4@-3`U+C4S(%1M#0HM,"XP,#`Q(%1C#0HP
M+C`P,#\$@5`<-"BA43U1!3"!32\$%214A/3\$1%4E-<,C(R(\$5154E462E4:@T*
M+T8S(\$@5&8-"C(X+C(T,##@,"XP-#<V(%1\$#0HP(%1C#0HH-#`W+C,I5&H-
M"B]&-2`Q(%1F#0HV+C<S.#<@+3`N,#0W-B!41`T**#OS-RXV*51J#0I5`T*
M,"XU(\$<-"COS-BXP-2`U,#\$N-CD@;0T*-\$P+C\$S(#4P,2XV.2!L#0HT,3`N
M,3,@-3`Q+C8Y(&T-"C0Q,"XQ,R`U,#\$N,C\$@;`T*4PT*,"!`!#0HT,3`N,3,@
M-3`Q+C(Q(&T-"COS-BXP-2`U,#\$N,C\$@;`T*-#,V+C`U(#4P,2XR,2!M#0HT
M,S8N,#4@-3`Q+C8Y(&P-"E,-"C`N-2!`!#0HU,#N.3<@-3`Q+C8Y(&T-"COW
M."XP-2`U,#\$N-CD@;`T*-#<X+C`U(#4P,2XV.2!M#0HT-S@N,#4@-3`Q+C(Q
M(&P-"E,-"C`@1PT*-#<X+C`U(#4P,2XR,2!M#0HU,#N.3<@-3`Q+C(Q(&P-
M"C4P,RXY-R`U,#\$N,C\$@;0T*-3`S+CDW(#4P,2XV.2!L#0I3#0I"5`T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@,3(X+C@U(#0X."XY-R!4;0T*+3`N,#`P,2!48PT*
M*%1/5\$,(\$Q)04)3\$E42453(\$%.1"!32\$%214A/3\$1%4E-<,C(R(\$5154E4
M62E4:@T*+T8S(\$@5&8-"C(W+C0P-SO@,"XP-#<V(%1\$#0HP(%1C#0I;*\$OI
M+3,S,RXT*#8W.2XW*5U42@T*+T8U(\$@5&8-"C8N-S,X-R`M,"XP-#<V(%1\$
M#0I;*\$OI+3,S,RXT*#<R,RXX*5U42@T*150-"C`N-2!G#0HT,3`N,3,@-#@U
M+C\$S(#(U+CDR("TR+C@X(')E#0IF#0HT-S@N,#4@-#@U+C\$S(#(U+CDR("TR
M+C@X(')E#0IF#0I"5`T*+T8R(\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`T-34N
M,S<@5&T-"C`@9PT*,"!4=PT**%-E92!N;W!E<R!T;R!C;VYS;VQI9&%T960@

M9FEN86YC:6%L('-T871E;65N=' ,N("E4:@T*,C(N.#@@+3(N,R!41`T**#,V
M("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V)J#0HQ,"`P(&]B:@T*/#P-"B]0
M<F]C4V5T(%L04\$1&("]497AT(%T-"B] &;VYT(#P\#0HO1C(@-"`P(%(-"B] &
M,R`U(#`@4@T*+T8T(##Q(#`@4@T*+T8U(#\$R(#`@4@T*/CX-"B] %>'1'4W1A
M=&4@/#P-"B]'4S\$@-B`P(%(-"CX^#0H^/@T*96YD;V)J#0HQ,R`P(&]B:@T*
M/#P-"B]4>7!E("] (86QF=&]N90T*+TAA;&9T;VYE5'EP92`Q#0HO2&%L9G1O
M;F5.86UE("A\$969A=6QT*0T*+T9R97%U96YC>2`V,`T*+T%N9VQE(#0U#0HO
M4W!O=#9U;F-T:6]N("]2;W5N9`T*/CX-"F5N9&]B:@T*-"B`P(&]B:@T*/#P-
M+T1E9F%U;'-O-"CX^#0IE;F108FH-"C0@,"!08FH-"CP\#0HO5'EP92`01F]N
M="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`01C(-"B]"87-E1F]N="`05&EM
M97,M4F]M86X-"CX^#0IE;F108FH-"C4@,"!08FH-"CP\#0HO5'EP92`01F]N
M="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`01C,-"B]"87-E1F]N="`05&EM
M97,MOF]L9`T*/CX-"F5N9&]B:@T*,3\$@,"!08FH-"CP\#0HO5'EP92`01F]N
M="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`01C0-"B]%;F-O9&EN9R`Q-"`P
M(%(-"B]"87-E1F]N="`05&EM97,MOF]L9`T*/CX-"F5N9&]B:@T*,3(,"!O
M8FH-"CP\#0HO5'EP92`01F]N="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`O
M1C4-"B]%;F-O9&EN9R`Q-"`P(%(-"B]"87-E1F]N="`05&EM97,M4F]M86X-
M"CX^#0IE;F108FH-"C\$T(#`@;V)J#0H\`/`T*+U1Y<&4@+T5N8V]D:6YG#0HO
M1&EF9F5R96YC97,@R`P+V=R879E+V%71E+V-I<F-U;69L97@O=&EL9&4O
M;6%C<F]N+V)R979E+V1O=&C8V5N="]D:65R97-I<PT*+W)I;F<O8V5D:6QL
M82]H=6YG87)U;6QA=700;V=O;F5K+V-A<F]N+V1O=&QE<W-I+V9I+V9L#0HO
M3'-L87-H+VQS;&%S:"]:8V%R;VXO>F-A<F]N+VUI;G5S(#,Y+W%U;W1E<VEN
M9VQE(#DV+V=R879E(##\$,"]Q=6]T97-I;F=L8F%\$90T*+V9L;W)I;B]Q=6]T
M961B;&A)V<4096QL:7!S:7,O9&%G9V5R+V1A9V=E<F1B;"]C:7)C=6UF;&5X
M+W!E<G1H;W5S86YD+U-C87)O;@T*+V=U:6QS:6YG;&QE9G003T4@,30U+W%U
M;W1E;&5F="]Q=6]T97)I9VAT+W%U;W1E9&L;&5F="]Q=6]T961B;')I9VAT
M+V)U;&QE="]E;F1A<V@-"B]E;61A<V@O=&EL9&4O=')A9&5M87)K+W-C87)O
M;B]G=6EL<VEN9VQR:6=H="]O92`Q-3D0661I97)E<VES(#\$V-"]C=7)R96YC
M>0T*(#\$V-B]B<F]K96YB87(0,38X+V1I97)E<VES+V-O<'ER:6=H="]O<F1F
M96UI;FEN92`Q-S(O;&]G:6-A;&YO="]H>7!H96XO<F5G:7-T97)E9"]M86-R
M;VX-"B]D96=R9640<&QU<VUI;G5S+W1W;W-U<&5R:6]R+W1H<F5E<W5P97)I
M;W(O86-U=&4O;74@,3@S+W!E<FEO9&-E;G1E<F5D+V-E9&EL;&\$-"B]O;F5S
M=7!E<FEO<B]O<F1M87-C=6QI;F4@,3@X+V]N97%U87)T97(O;VYE:&%L9B]T
M:')E97%U87)T97)S(##\$Y,B]!9W)A=F4006%C=71E+T%7)C=6UF;&5X#0HO
M071I;&1E+T%D:65R97-I<R]!<FEN9R]!12]#8V5D:6QL82]9W)A=F4016%C
M=71E+T5C:7)C=6UF;&5X#0HO161I97)E<VES+TEG<F%V92]86-U=&4O26-I
M<F-U;69L97@O261I97)E<VES+T5T:"].=&EL9&4O3V=R879E#0HO3V%71E
M+T]C:7)C=6UF;&5X+T]T:6QD92]/9&EE<F5S:7,O;75L=&EP;'DO3W-L87-H
M+U5G<F%V92]586-U=&4-"B]58VER8W5M9FQE>"]59&EE<F5S:7,O66%C=71E
M+U1H;W)N+V=E<FUA;F1B;' ,O86=R879E+V%A8W5T92]A8VER8W5M9FQE>`T*
M+V%T:6QD92]A9&EE<F5S:7,O87)I;F<O86408V-E9&EL;&\$O96=R879E+V5A
M8W5T92]E8VER8W5M9FQE>`T*+V5D:65R97-I<R]I9W)A=F4O:6%C=71E+VEC
M:7)C=6UF;&5X+VED:65R97-I<R]E=&@O;G1I;&1E+V]G<F%V90T*+V]A8W5T
M92]O8VER8W5M9FQE>"]O=&EL9&4O;V1I97)E<VES+V1I=FED92]O<VQA<V@O
M=6=R879E+W5A8W5T90T*+W5C:7)C=6UF;&5X+W5D:65R97-I<R]Y86-U=&4O
M=&AO<FXO>61I97)E<VES#0I=#0H^/@T*96YD;V)J#0HQ(#`@;V)J#0H\`/`T*
M+U1Y<&4@+U1A9V4-"B]O87)E;G0@-R`P(%(-"B]297-O=7)C97,@,R`P(%(-
M"B]#;VYT96YT<R`R(#`@4@T*/CX-"F5N9&]B:@T*."`P(&]B:@T*/#P-"B]4
M>7!E("]O86=E#0HO4&%R96YT(<@&,"!2#0HO4F5S;W5R8V5S(##\$P(#`@4@T*
M+T-O;G1E;G1S(#D@,"!2#0H^/@T*96YD;V)J#0HW(#`@;V)J#0H\`/`T*+U1Y
M<&4@+U1A9V5S#0HO2VED<R!; ,2`P(%(@."`P(%)=#0HO0V]U;G0@,@T*+TUE
M9&EA0F]X(%LP(#`@-C\$R(##\$P,#A=#0H^/@T*96YD;V)J#0HQ-2`P(&]B:@T*
M/#P-"B]4>7!E("]#871A;&]G#0HO4&%G97,@-R`P(%(-"CX^#0IE;F108FH-
M"C\$V(#`@;V)J#0H\`/`T*+T-R96%T:6]N1&%T92`H1#HQ.3\$P,#`S,38Q-C\$Q
M-#8I#0HO4')O9'5C97(0*%PS-S9<,S<W7#`P,\$%<,#`P8UPE,#!R7#`P,&]<
M,#`P8EPP,#!A7#`P,'1<,#`P(%PP,#!\$7#`P,&E<,#`P<UPE,#!T7#`P,&E<
M,#`P;%PP,#!L7#`P,&5<,#`P<EPP,#`@7#`P,#-<,#`P+EPP,#`P7#`P,(I
M#0H^/@T*96YD;V)J#0IX<F5F#0HP(##\$W#0HP,#`P,#`P,#`P(#8U-3,U(&8-
M"C`P,#`P,3,T.#<@,#`P,#`@;@T*,#`P,#`P,#`Q-R`P,#`P,"!N#0HP,#`P
M,#`U.#8P(#`P,#`P(&X-"C`P,#`P,3\$X,3(@,#`P,#`@;@T*,#`P,#`Q,3DP
M,B`P,#`P,"!N#0HP,#`P,#\$Q-S,S(#`P,#`P(&X-"C`P,#`P,3,V-C0@,#`P
M,#`@;@T*,#`P,#`Q,S4W-2`P,#`P,"!N#0HP,#`P,#`U.3<V(#`P,#`P(&X-
M"C`P,#`P,3\$T-3D@,#`P,#`@;@T*,#`P,#`Q,3DY,2`P,#`P,"!N#0HP,#`P
M,#\$R,#DY(#`P,#`P(&X-"C`P,#`P,3\$V,#`@,#`P,#`@;@T*,#`P,#`Q,C(P
M."`P,#`P,"!N#0HP,#`P,#\$S-S8P(#`P,#`P(&X-"C`P,#`P,3,X,38@,#`P
M,#`@;@T*=')A:6QE<@T*/#P-"B]3:7IE(##\$W#0HO4F]O="`Q-2`P(%(-"B])
M;F90(##\$V(#`@4@T*+TES(%L\&-P8S5D8V4X-3DR938S-V0Y,35F86)C8S!F
M,S!F-&0^/#1C,&,U9&-E.#4Y,F4V,S=D.3\$U9F%B8V,P9C,P9C1D/ET-"CX^
#;#OIS=&%R='AR968-"C\$T,#`Y#0HE)45/1@T*

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX_3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`W,#`V#0H^
M/@T*M-S<@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`I5&H-"C0Q+C,V
M("TR+C,@5\$0-"BA%>A18FET(#\$S7"AD7"D@*51J#0H01C,@,2!49@T*+30Q
M+C,V("TR+C,V(%1\$#0HH4W1A=&5M96YT(&JF(\$-O;G-O;&ED871E9"!);F-O
M;64I5&H-"B] & ,B`Q(%1F#0HP("TQ+C\$V(%1\$#0HH0VQE=F5L86YD+4-L:69F
M<R<!) ;F,@86YD(\$-O;G-O;&ED871E9"!3=6)S:61I87)I97,@*51J#0HU+C@T
M("TQ+C\$R(%1\$#0HP+C@W(%1C#0I;*`I.#`P*`I-S(P*`I+3\$U,#`P*`I
M.#8P*`*`@*2TW.#`H("I+3\$V-C`H("I+3<X,"@@("DM,38V,"@@("DM-S@P
M*`I751*#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S,C4N,3<@.#4T+C<S(%1M#0HP
M(%1C#0HH7"A);B!-:6QL:6]N<RP@17AC97!T(%!E<B!3:&%R92!!;6]U;G1S
M7"DI5&H-"C,N,#<Q-R`M,2XQ,3DR(%1\$#0HH665A<B!%;F1E9"!\$96-E;6)E
M<B`S,2E4:@T*150-"C`N-2!'#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D
M#0HQ(&D@#0HU,38N-#4@.#,Y+C8Q(&T-"C,P,"XY,R`X,SDN-C\$@;`T*,S`P
M+CDS(#@S.2XV,2!M#0HS,#`N.3,@.#,Y+C\$S(&P-"E,-"C`@1PT*,S`P+CDS
M(#@S.2XQ,R1M#0HU,38N-#4@.#,Y+C\$S(&P-"C4Q-BXT-2`X,SDN,3,@;0T*
M-3\$V+COU(#@S.2XV,2!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@
M,3`N,#<Y(#,Q-2XU-R`X,C<N,S<@5&T-"B@Q.3DY*51J#0H01C(@,2!49@T*
M."XR,S@Y("TP+C`T-S8@5\$0-"ELH,3DY."DM-C(S.2@Q.3DW*5U42@T*150-
M"C`N-2!'#0HS-3`N,S<@.#(S+C`U(&T-"C,P,"XY,R`X,C,N,#4@;`T*,S`P
M+CDS(#@R,RXP-2!M#0HS,#`N.3,@.#(R+C4W(&P-"E,-"C`@1PT*,S`P+CDS
M(#@R,BXU-R1M#0HS-3`N,S<@.#(R+C4W(&P-"C,U,"XS-R`X,C(N-3<@;0T*
M,S4P+C,W(#@R,RXP-2!L#0I3#0HP+C4@1PT*-*#S+COQ(#@R,RXP-2!M#0HS
M.#,N.3<@.#(S+C`U(&P-"C,X,RXY-R`X,C,N,#4@;0T*,\$@S+CDW(#@R,BXU
M-R!L#0I3#0HP(\$<-"C,X,RXY-R`X,C(N-3<@;0T*-*#S+COQ(#@R,BXU-R!L
M#0HT,S,N-#S@.#(R+C4W(&T-"C0S,RXT,2`X,C,N,#4@;`T*4PT*,"XU(\$<-
M"C4Q-BXT-2`X,C,N,#4@;0T*-*#8W+C`Q(#@R,RXP-2!L#0HT-C<N,#\$@.#(S
M+C`U(&T-"COV-RXP,2`X,C(N-3<@;`T*4PT*,"!`#0HT-C<N,#\$@.#(R+C4W
M(&T-"C4Q-BXT-2`X,C(N-3<@;`T*-*3\$V+COU(#@R,BXU-R!M#0HU,38N-#4@
M.#(S+C`U(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y-2XW,R`X,3\$N
M-3,@5&T-"BTP+C`P,#\$@5&,"BA2159%3E5%4RE4:@T*,"XS.#\$@+3\$N,S,S
M-2!41`T*,"!48PT**!R;V1U8W0@<V\$L97,@86YD('E<G9I8V5S*51J#0HO
M1C,@,2!49@T*,C`N.#\$Q-2`P+C`T-S8@5\$0-"B@D,S`U+C<I5&H-"B] & ,B`Q
M(%1F#0HX+C(S.#D@+3`N,#0W-B!41`T*6R@D-#0T+C\$1+34T.#DH)#,Y,2XT
M*5U42@T*+3(Y+C`U,#0@+3\$N,S,S-2!41`T***)O>6%L=&EE<R!A;F0@;6%N
M86=E;65N="!F965S*51J#0H01C,@,2!49@T*,C\$N.#\$Q-B`P+C`T-S8@5\$0-
M"B@T."XU*51J#0H01C(@,2!49@T*."XR,S@Y("TP+C`T-S8@5\$0-"ELH-#DN
M-RDM-COX.2@T-RXU*5U42@T*150-"C`N-2!'#0HS,S8N.3,@-S@P+C@Q(&T-
M"C,Q-"XS-R`W.#`N.#\$@;`T*,S\$T+C,W(#<X,"XX,2!M#0HS,30N,S<@-S@P
M+C,S(&P-"E,-"C`@1PT*,S\$T+C,W(#<X,"XS,R!M#0HS,S8N.3,@-S@P+C,S
M(&P-"C,S-BXY,R`W.#`N,S,@;0T*,S,V+CDS(#<X,"XX,2!L#0I3#0HP+C4@
M1PT*-*#SY+CDW(#<X,"XX,2!M#0HS.3<N-#S@-S@P+C@Q(&P-"C,Y-RXT,2`W
M.#`N.#\$@;0T*,SDW+COQ(#<X,"XS,R!L#0I3#0HP(\$<-"C,Y-RXT,2`W.#`N
M,S,@;0T*-*#SY+CDW(#<X,"XS,R!L#0HT,3DN.3<@-S@P+C,S(&T-"COQ.2XY
M-R`W.#`N.#\$@;`T*4PT*,"XU(\$<-C4P,RXP,2`W.#`N.#\$@;0T*-*#P+COU
M(#<X,"XX,2!L#0HT.#`N-#4@-S@P+C@Q(&T-"COX,"XT-2`W.#`N,S,@;`T*
M4PT*,"!`#0HT.#`N-#4@-S@P+C,S(&T-"C4P,RXP,2`W.#`N,S,@;`T*-*3`S
M+C`Q(#<X,"XS,R!M#0HU,#,N,#\$@-S@P+C@Q(&P-"E,-"D)4#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`Q,#0N,S<@-S8X+C`Y(%1M#0HH5&]T86P@3W!E<F%T:6YG
M(%E=F5N=65S*51J#0H01C,@,2!49@T*,C`N.#,U,R`P+C`T-S8@5\$0-"B@S
M-30N,BE4:@T*+T8R(#\$@5&8-"C@N,C,X.2`M,"XP-#<V(%1\$#0I;*#0Y,RXX
M*2TU.3@Y*#0S."XY*5U42@T*+3(Y+C4U,#0@+3\$N,S,S-2!41`T**\$EN=&5R
M97-T(&EN8V]M92E4:@T*+T8S(#\$@5&8-"C(R+C,Q,3<@,"XP-#<V(%1\$#0HH
M,RXS*51J#0H01C(@,2!49@T*."XR,S@Y("TP+C`T-S8@5\$0-"ELH-2XT*2TV
M.3@Y*#8N,RE=5\$H-"BTS,"XU-3`U("TQ+C,S,S4@5\$0-"BA/=AE<B!I;F-O
M;64I5&H-"B] & ,R`Q(%1F#0HR,BXS,3\$W(#`N,#0W-B!41`T**#,N,2E4:@T*
M+T8R(#\$@5&8-"C@N,C,X.2`M,"XP-#<V(%1\$#0I;*#0N-RDM-COX."XY*#P
M+CDI751*#0I\$5`T*,"XU(\$<-C,S-BXY,R`W,S<N,S<@;0T*,S\$T+C,W(#<S
M-RXS-R!L#0HS,30N,S<@-S,W+C,W(&T-"C,Q-"XS-R`W,S8N.#D@;`T*4PT*
M,"!`#0HS,30N,S<@-S,V+C@Y(&T-"C,S-BXY,R`W,S8N.#D@;`T*,S,V+CDS
M(#<S-BXX.2!M#0HS,S8N.3,@-S,W+C,W(&P-"E,-"C`N-2!'#0HT,3DN.3<@
M-S,W+C,W(&T-"C,Y-RXT,2`W,S<N,S<@;`T*,SDW+COQ(#<S-RXS-R!M#0HS
M.3<N-#S@-S,V+C@Y(&P-"E,-"C`@1PT*,SDW+COQ(#<S-BXX.2!M#0HT,3DN
M.3<@-S,V+C@Y(&P-"CQ.2XY-R`W,S8N.#D@;0T*-*#SY+CDW(#<S-RXS-R!L
M#0I3#0HP+C4@1PT*-*3`S+C`Q(#<S-RXS-R!M#0HT.#`N-#4@-S,W+C,W(&P-
M"COX,"XT-2`W,S<N,S<@;0T*-*#P+COU(#<S-BXX.2!L#0I3#0HP(\$<-C0X
M,"XT-2`W,S8N.#D@;0T*-*3`S+C`Q(#<S-BXX.2!L#0HU,#,N,#\$@-S,V+C@Y
M(&T-"C4P,RXP,2`W,S<N,S<@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y
M(#\$P-"XS-R`W,CON-C4@5&T-"BA4;W1A;"!2979E;G5E<RE4:@T*+T8S(#\$@
M5&8-"C(P+C@S-3,@,"XP-#<V(%1\$#0HH,S8Q+C0I5&H-"B] & ,B`Q(%1F#0HX
M+C(S.#D@+3`N,#0W-B!41`T*6R@U,#,N.2DM-3DX.2@T-38N,2E=5\$H-"BTR
M.2XY,S\$T("TQ+C(Q-#0@5\$0-"BTP+C`P,#\$@5&,"C`N,#`P,2!4=PT**\$-/
M4U13(\$%.1"!%6%!%3E-%4RE4:@T*,"XS.#\$@+3\$N,S,S-2!41`T*,"!48PT*
M,"!4=PT**\$-O<W@;V8@9V]O9',@<V]L9"!A;F0@;W!E<F%T:6YG(&5X<&5N
M<V5S*51J#0H01C,@,2!49@T*,C\$N,S\$Q-B`P+C`T-S8@5\$0-"B@S,3DN,"E4
M:@T*+T8R(#\$@5&8-"C@N,C,X.2`M,"XP-#<V(%1\$#0I;*#Y."XP*2TU.3@Y
M*#U-"XY*5U42@T*+3(Y+C4U,#0@+3\$N,S,S-2!41`T**\$D;6EN:7-T<F%T
M:79E+!"S96QL:6YG(&%N9"!G96YE<F%L(&5X<&5N<V5S*51J#0H01C,@,2!4
M9@T*,C\$N.#\$Q-B`P+C`T-S8@5\$0-"B@Q-BXQ*51J#0H01C(@,2!49@T*."XR
M,S@Y("TP+C`T-S8@5\$0-"ELH,3@N-RDM-COX.2@Q-RXQ*5U42@T*+3,P+C`U
M,#4@+3\$N,S,S-2!41`T**\$5Q=6ET>2!L;W-S(&EN(\$-L:69F<R!A;F0@07-S
M;V-I871E<R!;:6UI=&5D*51J#0H01C,@,2!49@T*,C(N,S\$Q-R`P+C`T-S8@
M5\$0-"B@Y+C\$15&H-"B] & ,B`Q(%1F#0HX+C(S.#D@+3`N,#0W-B!41`T*6R@R

M+C,I+38Y.#DH,2XU*5U42@T*+3,P+C4U,#4@+3\$N,S,S-2!41`T**\$EN=&5R
M97-T(&5X<&5N<V4I5&H-"B] &,R`Q(%1F#OHR,BXS,3\$W(#`N,#0W-B!41`T*
M*#,N-RE4:@T*+T8R(##\$@5&8-"C@N-S,X.2`M,"XP-#<V(%1\$#0I;*`XT*2TV
M.3@X+CDH,BXV*5U42@T*+3,Q+C`U,#8@+3\$N,S,S-2!41`T**\$]T:&5R(&5X
M<&5N<V5S*51J#0H01C,@,2!49@T*,C(N,S\$Q-R`P+C`T-S8@5\$0-"B@X+C@I
M5&H-"B] &,B`Q(%1F#0HW+C<S.##@+3`N,#0W-B!41`T*6R@Q,BXW*2TV.3@Y
M*#<N-"E=5\$H-"D54#0HP+C4@1PT*,S,V+CDS(#8T,2XS-R!M#0HS,30N,S<@
M-COQ+C,W(&P-"C,Q-"XS-R`V-#N,S,<@;0T*,S\$T+C,W(#8T,"XX.2!L#0I3
M#0HP(\$<-"C,Q-"XS-R`V-#`N.#D@;0T*,S,V+CDS(#8T,"XX.2!L#0HS,S8N
M.3,@-COP+C@Y(&T-"C,S-BXY,R`V-#N,S,<@;`T*4PT*,"XU(\$<-"COQ.2XY
M-R`V-#N,S,<@;0T*,SDW+COQ(#8T,2XS-R!L#0HS.3<N-#\$@-COQ+C,W(&T-
M"C,Y-RXT,2`V-#`N.#D@;`T*4PT*,"!`#OHS.3<N-#\$@-COP+C@Y(&T-"COQ
M.2XY-R`V-#`N.#D@;`T*-\$Y+CDW(#8T,"XX.2!M#0HT,3DN.3<@-COQ+C,W
M(&P-"E,-"C`N-2!`#0HU,#N,#\$@-COQ+C,W(&T-"COX,"XT-2`V-#N,S,<@
M;`T*-\$@P+COU(#8T,2XS-R!M#0HT.#`N-#4@-COP+C@Y(&P-"E,-"C`@1PT*
M-#@P+COU(#8T,"XX.2!M#0HU,#N,#\$@-COP+C@Y(&P-"C4P,RXP,2`V-#`N
M.#D@;0T*-3`S+C`Q(#8T,2XS-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@,3`T+C,W(#8R,"XV-2!4;0T**10=&L(\$-O<W1S(&N9"!%>!E;G-E
M<RE4:@T*+T8S(##\$@5&8-"C(P+C@S-3,@,"XP-#<V(%1\$#0HH,S4V+C<I5&H-
M"B] &,B`Q(%1F#0HX+C(S.#D@+3`N,#0W-B!41`T*6R@T,S(N,2DM-3DX.2@S
M.#N-2E=5\$H-"D54#0HP+C4@1PT*,S,V+CDS(#8R-"XX,2!M#0HS,30N,S<@
M-C(T+C@Q(&P-"C,Q-"XS-R`V,CON.#\$@;0T*,S\$T+C,W(#8R-"XS,R!L#0I3
M#0HP(\$<-"C,Q-"XS-R`V,CON,S,@;0T*,S,V+CDS(#8R-"XS,R!L#0HS,S8N
M.3,@-C(T+C,S(&T-"C,S-BXY,R`V,CON.#\$@;`T*4PT*,"XU(\$<-"COQ.2XY
M-R`V,CON.#\$@;0T*,SDW+COQ(#8R-"XX,2!L#0HS.3<N-#\$@-C(T+C@Q(&T-
M"C,Y-RXT,2`V,CON,S,@;`T*4PT*,"!`#OHS.3<N-#\$@-C(T+C,S(&T-"COQ
M.2XY-R`V,CON,S,@;`T*-\$Y+CDW(#8R-"XS,R!M#0HT,3DN.3<@-C(T+C@Q
M(&P-"E,-"C`N-2!`#0HU,#N,#\$@-C(T+C@Q(&T-"COX,"XT-2`V,CON.#\$@
M;`T*-\$@P+COU(#8R-"XX,2!M#0HT.#`N-#4@-C(T+C,S(&P-"E,-"C`@1PT*
M-#@P+COU(#8R-"XS,R!M#0HU,#N,#\$@-C(T+C,S(&P-"C4P,RXP,2`V,CON
M,S,@;0T*-3`S+C`Q(#8R-"XX,2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@.34N-S,@-C\$R+C`Y(%1M#0HM,"XP,#`Q(%1C#0HP+C`P,##\$@5`<-"BA)
M3D-/344@0D5&3U)%(E.O] -12!405A#4RE4:@T*+T8S(##\$@5&8-"C(R+C8Y
M,C8@,"XP-#<V(%1\$#0HP(%1C#0HH-"XW*51J#0H01C(@,2!49@T*-RXW,S@X
M("TP+C`T-S8@5\$0-"ELH-S\$N."DM-COX.2@W,BXV*5U42@T*+3,P+C0S,34@
M+3\$N,S,S-2!41`T*+3`N,#`P,2!48PT**\$E.O] -12!405A#4RE4:@T*+T8S
M(##\$@5&8-"C(R+C@U.3,@,"XP-#<V(%1\$#0HP(%1C#0I;*`PH+C\$I+3\$R+C0H
M7`DI751*#0H01C(@,2!49@T*-RXU-S(Q("TP+C`T-S8@5\$0-"ELH,30N-"DM
M-COX.2@Q-RXW*5U42@T*150-"C`N-2!`#0HS,S8N.3,@-3DT+C@Q(&T-"C,Q
M-"XS-R`U.30N.#\$@;`T*,S\$T+C,W(#4Y-"XX,2!M#0HS,30N,S<@-3DT+C,S
M(&P-"E,-"C`@1PT*,S\$T+C,W(#4Y-"XS,R!M#0HS,S8N.3,@-3DT+C,S(&P-
M"C,S-BXY,R`U.30N,S,@;0T*,S,V+CDS(#4Y-"XX,2!L#0I3#0HP+C4@1PT*
M-#\$Y+CDW(#4Y-"XX,2!M#0HS.3<N-#\$@-3DT+C@Q(&P-"C,Y-RXT,2`U.30N
M.#\$@;0T*,SDW+COQ(#4Y-"XS,R!L#0I3#0HP(\$<-"C,Y-RXT,2`U.30N,S,@
M;0T*-\$Y+CDW(#4Y-"XS,R!L#0HT,3DN.3<@-3DT+C,S(&T-"COQ.2XY-R`U
M.30N.#\$@;`T*4PT*,"XU(\$<-"C4P,RXP,2`U.30N.#\$@;0T*-\$@P+COU(#4Y
M-"XX,2!L#0HT.#`N-#4@-3DT+C@Q(&T-"COX,"XT-2`U.30N,S,@;`T*4PT*
M,"!`#OHT.#`N-#4@-3DT+C,S(&T-"C4P,RXP,2`U.30N,S,@;`T*-3`S+C`Q
M(#4Y-"XS,R!M#0HU,#N,#\$@-3DT+C@Q(&P-"E,-"D)4#0HQ,"XP-SD@,"`P
M(##\$P+C`W.2`Y-2XW,R`U.#(N,#D@5&T-"BTP+C`P,##\$@5&,-"BA.150@24Y#
M3TU*51J#0H01C,@,2!49@T*,C\$N,3DR-2`P+C`T-S8@5\$0-"C`@5&,-"ELH
M)"DM,3`P,"XQ*#0N."E=5\$H-"B] &,B`Q(%1F#0HX+C(S.#D@+3`N,#0W-B!4
M1`T*6R@D*2TU,#`N,2@U-RXT*2TU-#@X+CDH)"DM-3`P+C\$H-30N.2E=5\$H-
M"D54#0HP+C4@9PT*,S\$T+C,W(#4W."XR-2`R,BXU-B`M,BXX."!R90T*9@T*
M,SDW+COQ(#4W."XR-2`R,BXU-B`M,BXX."!R90T*9@T*-\$@P+COU(#4W."XR
M-2`R,BXU-B`M,BXX."!R90T*9@T*E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#DU
M+C<S(#4V-"XS,R!4;0T*,"!G#0HM,"XP,#`Q(%1C#0HH3D54(\$E.O] -12!0
M15(@OT]-34].(##(05)%%51J#0HP+C,X,2`M,2XS,S,U(%1\$#0HP(%1C#0HH
M0F\$S:6,I5&H-"B] &,R`Q(%1F#OHR,"XX,3\$U(#`N,#0W-B!41`T*6R@D*2TQ
M,#`P+C\$H+COS*5U42@T*+T8R(##\$@5&8-"C@N,C,X.2`M,"XP-#<V(%1\$#0I;
M*`OI+34P,"XQ*#4N,3`I+34T.##N.2@D*2TU,#`N,2@T+C@S*5U42@T*+3(Y
M+C`U,#0@+3\$N,S,S-2!41`T**\$1I;'5T960I5&H-"B] &,R`Q(%1F#0HR,"XX
M,3\$U(#`N,#0W-B!41`T*6R@D*2TQ,#`P+C\$H+COS*5U42@T*+T8R(##\$@5&8-
M"C@N,C,X.2`M,"XP-#<V(%1\$#0I;*`OI+34P,"XQ*#4N,#8I+34T.##N.2@D
M*2TU,#`N,2@T+C@P*5U42@T*+3(Y+COS,30@+3\$N,C\$T-"!41`T*+3`N,#`P
M,2!48PT**\$%615)!1T4@3E5-0D52(\$]&(%-(05)%4RE4:@T*,"XS.##\$@+3\$N
M,S,S-2!41`T*,"!48PT**\$)A<VEC*51J#0H01C,@,2!49@T*,C\$N.##\$@-B`P
M+C`T-S8@5\$0-"B@Q,2XQ*51J#0H01C(@,2!49@T*."XR,S@Y("TP+C`T-S8@
M5\$0-"ELH,3\$N,BDM-COX.2@Q,2XT*5U42@T*+3,P+C`U,#4@+3\$N,S,S-2!4
M1`T**\$1I;'5T960I5&H-"B] &,R`Q(%1F#OHR,2XX,3\$V(#`N,#0W-B!41`T*
M*#\$Q+C\$I5&H-"B] &,B`Q(%1F#0HX+C(S.#D@+3`N,#0W-B!41`T*6R@Q,2XS
M*2TV-#@Y*#\$Q+C4I751*#0HQ,B`P(#`@,3(@,C4N-C4@-#<Q+C(Q(%1M#0HP
M(%1W#0HH4V5E(&YO=&S('1O(&-O;G-O;&ED871E9"!F:6YA;F-I86P@<W1A
M=&5M96YT<RX@*51J#0HR,BXX."`M,BXS(%1\$#0HH,S<@*51J#0I%5`T*96YD
M<W1R96%#0IE;F108FH-"C,@,"!08FH-"CP\#0HO4')O8U-E="!;+U!\$1B`O
M5&5X="!="#0H01F]N="`\`T*+T8R(#0@,"!2#0H01C,@-2`P(%(-"CX`#0HO
M17AT1U-T871E(#P\#0H01U,Q(#8@,"!2#0H^/@T*/CX-"F5N9&]B:@T*."`P
M(&]B:@T*/#P-"B]4>7!E(")(86QF=&]N90T*+TAA;&9T;VY5E!EP92`Q#0HO
M2&%L9G1O;F5.86UE("A\$969A=6QT*0T*+T9R97U96Y>2`V,`T*+T%N9VQE
M(#0U#0HO4W!O=\$9U;F-T:6]N(")2;W5N9`T*/CX-"F5N9&]B:@T*-B`P(&]B
M:@T*/#P-"B]4>7!E(")%%>'1'4W1A=&4-"B]302!F86QS90T*+T]0(&9A;'-E
M#0HO2%0@+T1E9F%U;'0-"CX`#0IE;F108FH-"CO@,"!08FH-"CP\#0HO5`EP
M92`O1F]N=`T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`O1C(-"B]"87-E1F]N
M="`O5&EM97,M4F]M86X-"CX`#0IE;F108FH-"C4@,"!08FH-"CP\#0HO5`EP
M92`O1F]N=`T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`O1C,-"B]"87-E1F]N

M="`05&EM97,M0F]L9`T*/CX-"F5N9&]B:@T*,2`P(&]B:@T*/#P-"B]4>7!E
M("]086=E#0HO4&%R96YT(#<@,"!2#0HO4F5S;W5R8V5S(#,@,"!2#0HO0V]N
M=&5N=',@,B`P(%(-"CX^#0IE;F108FH-"C<@,"!08FH-"CP\#0HO5'EP92`O
M4&%G97,-"B]+:61S(%LQ(#`@4ET-"B]#;W5N="`Q#0HO365D:6%";W@06S`@
M,"`V,3(@,3`P.%T-"CX^#0IE;F108FH-"CD@,"!08FH-"CP\#0HO5'EP92`O
MOV%T86QO9PT*+U!A9V5S(#<@,"!2#0H^/@T*96YD;V)J#0HQ,"`P(&]B:@T*
M/#P-"B]#<F5A=&EO;D1A=&4@*\$0Z,3DQ,#`P,S\$V,38Q,34W*0T*+U!R;V1U
M8V5R("A<,S<V7#;W-UPP,#!7#`P,&-<,#`P<EPP,#!07#`P,&)<,#`P85PP
M,#!T7#`P,'!<,#`P1%PP,#!I7#`P,'-<,#`P=%PP,#!I7#`P,&Q<,#`P;%PP
M,#!E7#`P,')<,#`P(%PP,#`S7#`P,"Y<,#`P,%PP,#`R*0T*/CX-"F5N9&]B
M:@T*>')E9@T*,"`Q,0T*,#`P,#`P,#`P,"`V-34S-2!F#0HP,#`P,#`W-3@W
M(#`P,#`P(&X-"C`P,#`P,#`P,3<@,#`P,#`@;@T*,#`P,#`P-S`X,2`P,#`P
M,"!N#0HP,#`P,#`W-#`X(#`P,#`P(&X-"C`P,#`P,#`P,3@0,#`P,#`@;@T*
M,#`P,#`P-S,R.2`P,#`P,"!N#0HP,#`P,#`W-C<U(#`P,#`P(&X-"C`P,#`P
M,#<Q.3<@,#`P,#`@;@T*,#`P,#`P-S<V-2`P,#`P,"!N#0HP,#`P,#`W.#(P
M(#`P,#`P(&X-"G1R86EL97(-"CP\#0HO4VEZ92`Q,0T*+U)O;W00.2`P(%(-
M"B]);F9O(#\$F(#`@4@T*+TE\$(%L\~F-F.#0U965C9F1C,S@P-C=F,#-F9C,Q
M83(V,#%D,F,^/#9C9C@T-65E8V9D8S,X,#8W9C`S9F8S,6\$R-C`Q9#)C/ET-
="CX^#0IS=&%R='AR968-"C@P,3,-"B4E14]�H`
`

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`Q,##SQ-PT*
M/CX-"G-T<F5A;0T*0E0-"B] &, B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.30Y
M+<C<W(%1M#0HP(&<-"B]!4S\$@9W,-"C`@5&,-"C`@5'<-"B@*51J#0HT,2XT
M,B`M,BXS(%1\$#0HH17AH:6)I="`Q,UPH95PI("E4:@T*+T8S(##\$@5&8-"BTT
M,2XT,B`M,BXS-B!41`T**%-T871E;65N="!09B!#;VYS;VQI9&%T960@0V%\$
M:"!&;&]W<RE4:@T*+T8R(##\$@5&8-"C`@+3\$N,38@5\$0-"BA#;&5V96QA;F0M
M0VQI9F9S(\$ENR!A;F0@0V]N<V]L:61A=&5D(%-U8G-I9&EA<FEE<R`I5&H-
M"C,N-2`M,2XQ,B!41`T*,2XP,2!48PT*6R@*3DR,"@*3DR,"@*3DP,"@*
M*3DP,"@*2TR,#DT,"@*3DP,"@@"("DM-COP*" `@(" `I+38T,"@@"(`@*2TV
M-#`H("E=5\$H-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0R-"XP-2`X-30N-S,@5&T-
M"C`@5&,-"BA<*\$EN(\$UI;&QI;VYS+"E4:@T*+30N,C,X-2`M,2XQ,3DR(%1\$
M#0HH0G)A8VME="!@2YD:6-A=&4@0V%\$S:"!\$96-R96%\$S95PI*51J#0HQ+C4W
M,38@+3\$N,3\$Y,2!41`T**%EE87(@16YD960@1&5C96UB97(@,S\$I5&H-"D54
M#0HP+C4@1PT*,"!*(#`@:B`P+C(T(`<@,3`@32!;73`@9`T*,2!I(`T*-30T
M+C(Y(#@R."XS,R!M#0HS-34N,3<@.#(X+C,S(&P-"C,U-2XQ-R`X,C@N,S,@
M;OT*,S4U+C\$W(#@R-RXX-2!L#0I3#0HP(\$<-"C,U-2XQ-R`X,C<N.#4@;OT*
M-30T+C(Y(#@R-RXX-2!L#0HU-#0N,CD@.#(W+C@U(&T-"C4T-"XR.2`X,C@N
M,S,@;T*4PT*0E0-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(##\$P+C`W.2`S-S\$N
M-#D@.#\$V+C`Y(%1M#0HH,3DY.2E4:@T*+T8R(##\$@5&8-"C8N-S8R-B`M,"XP
M-#<V(%1\$#0I;##\$Y.3@I+30W-C(N-R@Q.3DW*5U42@T*150-"C`N-2!`#0HT
M,#<N.3<@.#\$Q+C<W(&T-"C,U-2XQ-R`X,3\$N-S<@;`T*,S4U+C\$W(#@Q,2XW
M-R!M#0HS-34N,3<@.#\$Q+C(Y(&P-"E,-"C`@1PT*,S4U+C\$W(#@Q,2XR.2!M
M#0HT,#<N.3<@.#\$Q+C(Y(&P-"COP-RXY-R`X,3\$N,CD@;OT*-"#`W+CDW(#@Q
M,2XW-R!L#0I3#0HP+C4@1PT*-"#<V+C\$S(#@Q,2XW-R!M#0HT,C,N,S,@.#\$Q
M+C<W(&P-"COR,RXS,R`X,3\$N-S<@;OT*-"#(S+C,S(#@Q,2XR.2!L#0I3#0HP
M(\$<-"COR,RXS,R`X,3\$N,CD@;OT*-"#<V+C\$S(#@Q,2XR.2!L#0HT-S8N,3,@
M.#\$Q+C(Y(&T-"COW-BXQ,R`X,3\$N-S<@;T*4PT*,"XU(\$<-"C4T-"XR.2`X
M,3\$N-S<@;OT*-"#DQ+C0Y(#@Q,2XW-R!L#0HT.3\$N-#D@.#\$Q+C<W(&T-"C0Y
M,2XT.2`X,3\$N,CD@;T*4PT*,"!`#0HT.3\$N-#D@.#\$Q+C(Y(&T-"C4T-"XR
M.2`X,3\$N,CD@;T*-30T+C(Y(#@Q,2XR.2!M#0HU-#0N,CD@.#\$Q+C<W(&P-
M"E,-"D)4#0HQ,"XP-SD@,"`P(##\$P+C`W.2`V-RXV-2`X,#`N,C4@5&T-"BTP
M+C`P,##\$@5&,-"C`N,#`P,2!4=PT**\$]015)!5\$E.1R!`0U1)5DE42453*51J
M#0HP+COP-#@+3\$N,S,S-2!41`T*,"!48PT*,"!4=PT**\$YE="!I;F-O;64I
M5&H-"B] &,R`Q(%1F#0HR.2XQ,C\$X(#`N,#0W-B!41`T*6R@D*2TQ,#`P+C\$H
M-"XX*5U42@T*+T8R(##\$@5&8-"C8N-S8R-B`M,"XP-#<V(%1\$#0I;*"0I+34P
M,"XQ*#4W+C0I+30P,3(N-B@D*2TU,#`N,2@U-"XY*5U42@T*+3,U+C@*#0@
M+3\$N,C\$T-"!41`T**%\$D:G5S=&UE;G1S('10(')E8V]N8VEL92!N970@:6YC
M;VUE*51J#0HP+COP-#@+3\$N,C\$T-"!41`T**'10(&YE="!C87-H(&9R;VT@
M;W!E<F%T:6]N<SHI5&H-"C`N-#(X-B`M,2XR,30T(%1\$#0HH1&5P<F5C:6%T
M:6]N(&%N9`!A;6]R=&E2871I;VX2*51J#0HP+COR.#8@+3\$N,S,S-2!41`T*
M*\$-O;G-O;&ED871E9"E4:@T*+T8S(##\$@5&8-"C(X+C@U.3D@,"XP-#<V(%1\$
M#0HH,3`N-2E4:@T*+T8R(##\$@5&8-"C<N,C8R-B`M,"XP-#<V(%1\$#0I;*#<N
M."DM-34Q,BXV*#8N-RE=5\$H-"BTS-BXQ,C(U("TQ+C,S,S4@5\$0-"BA3:&R
M92!09B!A<W-O8VEA=&5D(&-O;7!A;FEE<RE4:@T*+T8S(##\$@5&8-"C(X+C@U
M.3D@,"XP-#<V(%1\$#0HH,3(N,"E4:@T*+T8R(##\$@5&8-"C8N-S8R-B`M,"XP
M-#<V(%1\$#0I;*#5R+C4I+34P,3(N-R@Q,BXR*5U42@T*+3,V+C`U,3\$@+3\$N
M,S,S-2!41`T**\$5Q=6ET>2!L;W-S(&EN(\$-L:69F<R!A;F0@07-S;V-I871E
M<R!;:6UI=&5D*51J#0HO1C,@,2!49@T*,CDN-S@X-B`P+C`T-S8@5\$0-"B@Y
M+C\$I5&H-"B] &,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*6R@R+C,I+34U
M,3(N-B@Q+C4I751*#0HM,S8N-34Q,2`M,2XS,S,U(%1\$#0HH1&5F97)R960@
M:6YC;VUE('!A>&5S*51J#0HO1C,@,2!49@T*,CDN.34U,B`P+C`T-S8@5\$0-
M"ELH7"@N,BDM,3(N-"A<*2E=5\$H-"B] &,B`Q(%1F#0HV+C4Y-3D@+3`N,#0W
M-B!41`T*6R@S+C\$I+34P,3(N-B@Q-BXT*5U42@T*+3,V+C4U,3\$@+3\$N,C\$T
M-"!41`T**%1A>"!C<F5D:70I5&H-"C,V+C(Q-S<@,"!41`T*6RA<*#N-2DM
M,3(N-2A<*2DM-#@S-"XR*%PH-2XV*2TQ,BXU*%PI*5U42@T*+3,V+C(Q-S<@
M+3\$N,C\$T-"!41`T*6RA\$96-R96%\$S92!I;B!3879A9V4@4FEV97(@8VQO<V5D
M;W=N(')E<V5R=F4I+3(T-3\$U+C@H7"@Q,RXX*2TQ,BXV*%PI*5U42@T*,"`M
M,2XS,S,U(%1\$#0HH3W1H97(I5&H-"B] &,R`Q(%1F#0HR.2XY-34R(#`N,#0W
M-B!41`T*6RA<*XV*2TQ,BXT*%PI*5U42@T*+T8R(##\$@5&8-"C8N,C8R-2`M
M,"XP-#<V(%1\$#0I;*#PH-"XU*2TQ,BXU*%PI*2TU,38W+C4H,BXP*5U42@T*
M150-"C`N-2!`#0HS.3(N.#4@-C4T+C4W(&T-"C,W,"XR.2`V-30N-3<@;`T*
M,S<P+C(Y(#8U-"XU-R!M#0HS-S`N,CD@-C4T+C`Y(&P-"E,-"C`@1PT*,S<P
M+C(Y(#8U-"XP.2!M#0HS.3(N.#4@-C4T+C`Y(&P-"C,Y,BXX-2`V-30N,#D@
M;OT*,SDR+C@U(#8U-"XU-R!L#0I3#0HP+C4@1PT*-"#8Q+C`Q(#8U-"XU-R!M
M#0HT,S@N-#4@-C4T+C4W(&P-"C0S."XT-2`V-30N-3<@;OT*-"#X+C0U(#8U
M-"XP.2!L#0I3#0HP(\$<-"C0S."XT-2`V-30N,#D@;OT*-"#8Q+C`Q(#8U-"XP
M.2!L#0HT-C\$N,##\$@-C4T+C`Y(&T-"C0V,2XP,2`V-30N-3<@;T*4PT*,"XU
M(\$<-"C4R.2XQ-R`V-30N-3<@;OT*-3`V+C8Q(#8U-"XU-R!L#0HU,#8N-C\$@-
M-C4T+C4W(&T-"C4P-BXV,2`V-30N,#D@;T*4PT*,"!`#0HU,#8N-C\$@-C4T
M+C`Y(&T-"C4R.2XQ-R`V-30N,#D@;T*-3(Y+C\$W(#8U-"XP.2!M#0HU,CDN
M,3<@-C4T+C4W(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(##\$P+C`W.2`X-"XT-2`V
M-#N.#4@5&T-"BA4;W1A;"!B969O<F4@8VAA;F=E<R!I;B!O<&5R871T;F<@
M87-S971S(&%N9`!L:6%B:6QI=&EE<RE4:@T*+T8S(##\$@5&8-"C(X+C@U.3D@
M,"XP-#<V(%1\$#0HH,S4N-BE4:@T*+T8R(##\$@5&8-"C8N-S8R-B`M,"XP-#<V
M(%1\$#0I;*#<U+C\$I+34P,3(N-R@W-"XS*5U42@T*+3,V+C`U,3\$@+3\$N,C\$T
M-"!41`T**\$-H86YG97,@:6X@;W!E<F%T:6YG(&%S<V5T<R!A;F0@;EAE8FEL
M:71I97,Z*51J#0HP+COR.#8@+3\$N,S,S-2!41`T**\$EN=F5N=&]R:65S(&%N
M9`!P<F5P86ED(&5X<&5N<V5S*51J#0HO1C,@,2!49@T*,CDN,S4Y.2`P+C`T
M-S8@5\$0-"B@V+C0I5&H-"B] &,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*
M6R@R+C,I+30V-SDN,BA<*#\$S+C,I+3\$R+C8H7"DI751*#0HM,S8N,3(R-2`M
M,2XS,S,U(%1\$#0HH4F5C96EV86)L97,I5&H-"B] &,R`Q(%1F#0HR."XU,C8U
M(#`N,#0W-B!41`T*6RA<*#(S+C4I+3\$R+C8H7"DI751*#0HO1C(@,2!49@T*
M-RXP.34Y("TP+C`T-S8@5\$0-"ELH,3,N,2DM-3\$W.2XS*%PH,RXR*2TQ,BXU

M*%PI*5U42@T*+3,U+C8R,C0@+3\$N,S,S-2!41`T**%!A>6%B;&5S(&%N9"!A
M8V-R=65D(&5X<&5N<V5S*51J#0H01C,@,2!49@T*,C@N-3(V-2`P+C`T-S8@
M5\$0-"ELH7"@Q-"XU*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C<N-3DV("TP
M+C`T-S8@5\$0-"ELH,2XV*2TT-C<Y+C(H7"@Q-2XU*2TQ,BXV*%PI*5U42@T*
M150-"C`N-2!`#0HS.3(N.#4@-3@U+COU(&T-"C,W,"XR.2`U.#4N-#4@;`T*
M,S<P+C(Y(#4X-2XT-2!M#0HS-S`N,CD@-3@T+CDW(&P-"E,-"C`@1PT*,S<P
M+C(Y(#4X-"XY-R!M#0HS.3(N.#4@-3@T+CDW(&P-"C,Y,BXX-2`U.#0N.3<@
M;OT*,SDR+C@U(#4X-2XT-2!L#0I3#0HP+C4@1PT*-#8Q+C`Q(#4X-2XT-2!M
M#OHT,S@N-#4@-3@U+COU(&P-"COS."XT-2`U.#4N-#4@;OT*-,X+COU(#4X
M-"XY-R!L#0I3#0HP(\$<-"COS."XT-2`U.#0N.3<@;OT*-,#8Q+C`Q(#4X-"XY
M-R!L#0HT-C\$N,#\$@-3@T+CDW(&T-"COV,2XP,2`U.#4N-#4@;`T*4PT*,"XU
M(\$<-"C4R.2XQ-R`U.#4N-#4@;OT*-3`V+C8Q(#4X-2XT-2!L#0HU,#8N-C\$@
M-3@U+COU(&T-"C4P-BXV,2`U.#0N.3<@;`T*4PT*,"!`#0HU,#8N-C\$@-3@T
M+CDW(&T-"C4R.2XQ-R`U.#0N.3<@;`T*3(Y+C\$W(#4X-"XY-R!M#0HU,CDN
M,3<@-3@U+COU(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(\$P+C`W.2`X-"XT-2`U
M-S(N-S,@5&T-"B@("!"4;W1A;"!C:&%N9V5S(&EN(&1P97)A=&EN9R!A<W-E
M=",@86YD(&QI86)I;&ET:65S*51J#0H01C,@,2!49@T*,C@N-3(V-2`P+C`T
M-S8@5\$0-"ELH7"@S,2XV*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C<N,#DU
M.2`M,"XP-#<V(%1\$#0I;*\$W+C`I+30V-SDN,RA<*# ,R+C`I+3\$R+C8H7"DI
M751*#0I%5`T*,"XU(\$<-"C,Y,BXX-2`U-C@N.#D@;OT*,S<P+C(Y(#4V."XX
M.2!L#0HS-S`N,CD@-38X+C@Y(&T-"C,W,"XR.2`U-C@N-#S@;`T*4PT*,"!
M#0HS-S`N,CD@-38X+C@Q(&T-"C,Y,BXX-2`U-C@N-#S@;`T*,SDR+C@U(#4V
M."XT,2!M#0HS.3(N.#4@-38X+C@Y(&P-"E,-"C`N-2!`#0HT-C\$N,#\$@-38X
M+C@Y(&T-"COS."XT-2`U-C@N.#D@;`T*-,X+COU(#4V."XX.2!M#0HT,S@N
M-#4@-38X+C@Q(&P-"E,-"C`@1PT*-,X+COU(#4V."XT,2!M#0HT-C\$N,#\$@
M-38X+C@Q(&P-"COV,2XP,2`U-C@N-#S@;OT*-,#8Q+C`Q(#4V."XX.2!L#0I3
M#OHP+C4@1PT*-3(Y+C\$W(#4V."XX.2!M#0HU,#8N-C\$@-38X+C@Y(&P-"C4P
M-BXV,2`U-C@N.#D@;OT*-3`V+C8Q(#4V."XT,2!L#0I3#0HP(\$<-"C4P-BXV
M,2`U-C@N-#S@;OT*-3(Y+C\$W(#4V."XT,2!L#0HU,CDN,3<@-38X+C@Q(&T-
M"C4R.2XQ-R`U-C@N.#D@;`T*4PT*OE0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#@T
M+COU(#4U-BXQ-R!4;OT**`@(\$YE="!C87-H(&9R;VT@;W!E<F%T:6YG(&%C
M=&EV:71I97,I5&H-"B] &,R`Q(%1F#0HR.2XS-3DY(#`N,#0W-B!41`T**#0N
M,"E4:@T*+T8R(#\$@5&8-"C8N,C8R-2`M,"XP-#<V(%1\$#0I;*\$DR+C\$I+34P
M,3(N-R@T,BXS*5U42@T*+3,W+C(X.3,@+3\$N,C\$T-"!41`T**3`N,#`P,2!4
M8PT*,"XP,#`Q(%1W#0HH24Y615-424Y'(\$%#5\$E6251)15,I5&H-"C`N-#`T
M."`M,2XR,30T(%1\$#0HP(%1C#0HP(%1W#0HH4`5R8VAA<V4@;V8@<')O<&5R
M="DL('!L86YT(&%N9"!E<75I<&UE;G0Z*51J#0HP+COP-#@@+3\$N,S,S-2!4
M1`T**S-O;G-O;&ED871E9"E4:@T*+T8S(#\$@5&8-"C(Y+C,X,S@,"XP-#<V
M(%1\$#0I;*\$PH,34N-"DM,3(N-BA<*2E=5\$H-"B] &,B`Q(%1F#0HV+C<V,C8@
M+3`N,#0W-B!41`T*6RA<*#(T+C4I+3\$R+C8H7"DI+30S,SON,2A<*#\$T+C\$I
M+3\$R+C8H7"DI751*#0HM,VUP86YI97,I5&H-"B] &,R`Q(%1F#0HR.2XX.#,X(#`N
M,#0W-B!41`T*6RA<*#4N-"DM,3(N-2A<*2E=5\$H-"B] &,B`Q(%1F#0HV+C<V
M,C8@+3`N,#0W-B!41`T*6RA<*#<N,BDM,3(N-2A<*2DM-#@S-"XR*%PH-2XU
M*2TQ,BXU*%PI*5U42@T*+3,W+C`U,3(@+3\$N,S,S-2!41`T**\$EN=F5S=&UE
M;G0@86YD(&%D=F%N8V5S(&EN(\$-L:69F<R!A;F0@07-S;V-I871E<R!,:6UI
M=&5D*51J#0H01C,@,2!49@T*,CDN-S@X-B`P+C`T-S8@5\$0-"ELH7"@Q,BXU
M*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C8N-S8R-B`M,"XP-#<V(%1\$#0I;
M*%PH,3DN-RDM,3(N-BA<*2DM-# ,S-"XQ*%PH-#(N,RDM,3(N-BA<*2E=5\$H-
M"BTS-BXU-3\$Q("TQ+C(Q-#0@5\$0-"ELH4`5R8VAA<V4@;V8@5V%B=7-H(&EN
M=&5R97-T*2TS,3DP,"XW*%PH,34N,"DM,3(N-BA<*2E=5\$H-"C`@+3\$N,S,S
M-2!41`T**\$]T:&5R*51J#0H01C,@,2!49@T*,S\$N,3(R(#`N,#0W-B!41`T*
M*"XU*51J#0H01C(@,2!49@T*-BXR-C(U("TP+C`T-S8@5\$0-"ELH,2XU*2T
M-3\$R+C8H-"XY*5U42@T*150-"C`N-2!`#0HS.3(N.#4@-#8Q+C@U(&T-"C,W
M,"XR.2`T-C\$N.#4@;`T*,S<P+C(Y(#0V,2XS-R!M#0HS.3(N.#4@-#8Q+C,W(&P-
M(&P-"E,-"C`@1PT*,S<P+C(Y(#0V,2XS-R!M#0HS.3(N.#4@-#8Q+C,W(&P-
M"C,Y,BXX-2`T-C\$N,S<@;OT*,SDR+C@U(#0V,2XX-2!L#0I3#0HP+C4@1PT*
M-#8Q+C`Q(#0V,2XX-2!M#0HT,S@N-#4@-#8Q+C@U(&P-"COS."XT-2`T-C\$N
M.#4@;OT*-,X+COU(#0V,2XS-R!L#0I3#0HP(\$<-"COS."XT-2`T-C\$N,S<@
M;OT*-,#8Q+C`Q(#0V,2XS-R!L#0HT-C\$N,#\$@-#8Q+C,W(&T-"COV,2XP,2`T
M-C\$N.#4@;`T*4PT*,"XU(\$<-"C4R.2XQ-R`T-C\$N.#4@;OT*-3`V+C8Q(#0V
M,2XX-2!L#0HU,#8N-C\$@-#8Q+C@U(&T-"C4P-BXV,2`T-C\$N,S<@;`T*4PT*
M,"!`#0HU,#8N-C\$@-#8Q+C,W(&T-"C4R.2XQ-R`T-C\$N,S<@;`T*-3(Y+C\$W
M(#0V,2XS-R!M#0HU,CDN,3<@-#8Q+C@U(&P-"E,-"D)4#0HQ,"XP-SD@,"`P
M(\$P+C`W.2`W-2XX,2`T-#DN,3,@5&T-"BA.970@8V%\$:"!U<V5D(&)Y(&EN
M=F5S=&EN9R!A8W1I=FET:65S*51J#0H01C,@,2!49@T*,CDN,S@S."`P+C`T
M-S8@5\$0-"ELH7"@S,BXX*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C8N-S8R
M-B`M,"XP-#<V(%1\$#0I;*\$PH-#DN.2DM,3(N-BA<*2DM-# ,S-"XQ*%PH-S(N
M,"DM,3(N-BA<*2E=5\$H-"BTS-BXY-34Y("TQ+C(Q-#0@5\$0-"BTP+C`P,#\$@
M5&,"C`N,#`P,2!4=PT**\$9)3D%.OTE.1R!;!0U1)5DE42453*51J#0HP+COP
M-#@@+3\$N,S,S-2!41`T*,"!48PT**\$1I=FED96YD<RE4:@T*+T8S(#\$@5&8-
M"C(Y+C`X.#8@,"XP-#<V(%1\$#0I;*\$PH,38N-RDM,3(N-BA<*2E=5\$H-"B] &
M,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*6RA<*#S+V,C,I+3\$R+C8H7"DI
M+30S,SON,2A<*#\$T+C@I+3\$R+C8H7"DI751*#0HM,S8N-34Q,2`M,2XS,S,U
M(%1\$#0HP(%1W#0HH4F5P=7)C:&%S97,@;V8@0V]M;6]N(%-H87)E<RE4:@T*
M+T8S(#\$@5&8-"C(Y+C`X.#8@,"XP-#<V(%1\$#0I;*\$PH,3<N,BDM,3(N-BA<
M*2E=5\$H-"B] &,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*6RA<*#SQ+C4I
M+3\$R+C8H7"DI+30X,SON,BA<*#0N.2DM,3(N-2A<*2E=5\$H-"D54#0HP+C4@
M1PT*,SDR+C@U(#0P-BXQ-R!M#0HS-S`N,CD@-#`V+C\$W(&P-"C,W,"XR.2`T
M,#8N,3<@;OT*,S<P+C(Y(#0P-2XV.2!L#0HS.3(N.#4@-#`U+C8Y(&T-"C,Y,BXX
M-2`T,#8N,3<@;`T*4PT*,"XU(\$<-"C0V,2XP,2`T,#8N,3<@;OT*-,X+COU
M(#0P-BXQ-R!L#0HT,S@N-#4@-#`V+C\$W(&T-"COS."XT-2`T,#4N-CD@;`T*
M4PT*,"!`#0HT,S@N-#4@-#`U+C8Y(&T-"COV,2XP,2`T,#4N-CD@;`T*-#8Q
M+C`Q(#0P-2XV.2!M#0HT-C\$N,#\$@-#`V+C\$W(&P-"E,-"C`N-2!`#0HU,CDN

M, 3<@-#`V+C\$W(&T-"C4P-BXV, 2`T, #8N, 3<@; `T*-3`V+C8Q(#0P-BXQ-R!M
M#0HU, #8N-C\$@-#`U+C8Y(&P-"E, -"C`@1PT*-3`V+C8Q(#0P-2XV. 2!M#0HU
M, CDN, 3<@-#`U+C8Y(&P-"C4R. 2XQ-R`T, #4N-CD@; 0T*-3(Y+C\$W(#0P-BXQ
M-R!L#0I3#0I"5`T*, 3`N, #<Y(#`@, `Q, "XP-SD@-S4N.#\$@, SDS+COU(%1M
M#0HH3F5T(&-A<V@=-7-E9"!B>2!F: 6YA; F-I; F<@86-T: 79I=&EE<RE4: @T*
M+T8S(#\$@5&8-"C(Y+C, X, S@@, "XP-#<V(%1\$#0I; *\$PH, S, N. 2DM, 3(N-BA<
M*2E=5\$H-"B] & , B`Q(%1F#0HV+C<V, C8@+3`N, #0W-B!41`T*6RA<*#(W+C@I
M+3\$R+C8H7"DI+30S, SON, 2A<*#\$Y+C<I+3\$R+C8H7"DI751*#0HM, S8N. 34U
M. 2`M, 2XR, 30T(%1\$#0HM, "XP, #`Q(%1C#0HP+C`P, #5@5`<-"ELH149&14-4
M(\$] & (\$580TA! 3D=*(%)! 5\$4@0TA! 3D=%4R! /3B! #05- (*2TR, 3, X-RXW*\$PH
M+C\$I+3\$R+C4H7"DI751*#0I%5`T*, "XU(\$<-"C, Y, BXX-2`S-S<N, S<@; 0T*
M, S<P+C(Y(#, W-RXS-R!L#0HS-S`N, CD@, S<W+C, W(&T-"C, W, "XR. 2`S-S8N
M.#D@; `T*4PT*, "!"#0HS-S`N, CD@, S<V+C@Y(&T-"C, Y, BXX-2`S-S8N.#D@;
M; `T*, SDR+C@U(#, W-BXX. 2!M#0HS. 3(N.#4@, S<W+C, W(&P-"E, -"C`N-2!`
M#0HT-C\$N, #5@, S<W+C, W(&T-"C0S. "XT-2`S-S<N, S<@; `T*-#, X+COU(#, W
M-RXS-R!M#0HT, S@N-#4@, S<V+C@Y(&P-"E, -"C`@1PT*-#, X+COU(#, W-BXX
M. 2!M#0HT-C\$N, #5@, S<V+C@Y(&P-"C0V, 2XP, 2`S-S8N.#D@; 0T*-#8Q+C`Q
M(#, W-RXS-R!L#0I3#0HP+C4@1PT*-3(Y+C\$W(#, W-RXS-R!M#0HU, #8N-C\$@
M, S<W+C, W(&P-"C4P-BXV, 2`S-S<N, S<@; 0T*-3`V+C8Q(#, W-BXX. 2!L#0I3
M#0HP(\$<-"C4P-BXV, 2`S-S8N.#D@; 0T*-3(Y+C\$W(#, W-BXX. 2!L#0HU, CDN
M, 3<@, S<V+C@Y(&T-"C4R. 2XQ-R`S-S<N, S<@; `T*4PT*0E0-"C\$P+C`W. 2`P
M(#`@, 3`N, #<Y(#8W+C@U(#, V-"XV-2!4; 0T*\$SE. 0U) %05-%(%PH15\$#4D5!
M4T5<*2!) 3B! #05- (((\$%. 1"! #05- (((\$5154E604Q%3E13*51J#0HO1C, @, 2!4
M9@T*, S`N, 3DS-"`P+C`T-S8@5\$0-"C`@5&, -"ELH7"EV, BXW*2TQ, BXV*\$PI
M*5U42@T*+T8R(#\$@5&8-"C<N, #DU. 2`M, "XP-#<V(%1\$#0I; *\$T+C0I+30V
M-SDN, RA<*#0Y+C4I+3\$R+C8H7"DI751*#0HM, S<N, C@Y, R`M, 2XS, S, U(%1\$
M#0HM, "XP, #`Q(%1C#0HH0T%32"! 3D0@0T%32"! %455) 5D%, 14Y44R! !5"! "
M14=) 3DY) 3D<@3T8@64514BE4: @T*+T8S(#\$@5&8-"C, P+C`R-C<@, "XP-#<V
M(%1\$#0HP(%1C#0HH, 3, P+C, I5&H-"B] & , B`Q(%1F#0HV+C<V, C4@+3`N, #0W
M-B!41`T*6R@Q, 34N. 2DM-#4Q, BXW*\$SV-2XT*5U42@T*150-"C`N-2!`#0HS
M. 3(N.#4@, S0W+C, W(&T-"C, W, "XR. 2`S-S<N, S<@; `T*, S<P+C(Y(#, T-RXS
M-R!M#0HS-S`N, CD@, SOV+C@Y(&P-"E, -"C`@1PT*, S<P+C(Y(#, T-BXX. 2!M
M#0HS. 3(N.#4@, SOV+C@Y(&P-"C, Y, BXX-2`S-S8N.#D@; 0T*, SDR+C@U(#, T
M-RXS-R!L#0I3#0HP+C4@1PT*-#8Q+C`Q(#, T-RXS-R!M#0HT, S@N-#4@, S0W
M+C, W(&P-"COS. "XT-2`S-S<N, S<@; 0T*-#, X+COU(#, T-BXX. 2!L#0I3#0HP
M(\$<-"COS. "XT-2`S-S8N.#D@; 0T*-#8Q+C`Q(#, T-BXX. 2!L#0HT-C\$N, #5@
M, SOV+C@Y(&T-"C0V, 2XP, 2`S-S<N, S<@; `T*4PT*, "XU(\$<-"C4R. 2XQ-R`S
M-#<N, S<@; 0T*-3`V+C8Q(#, T-RXS-R!L#0HU, #8N-C\$@, S0W+C, W(&T-"C4P
M-BXV, 2`S-S8N.#D@; `T*4PT*, "!"#0HU, #8N-C\$@, SOV+C@Y(&T-"C4R. 2XQ
M-R`S-S8N.#D@; `T*-3(Y+C\$W(#, T-BXX. 2!M#0HU, CDN, 3<@, S0W+C, W(&P-
M"E, -"D) 4#0HQ, "XP-SD@, "`P(#\$P+C`W. 2`V-RXV-2`S, SON-C4@5&T-"BTP
M+C`P, #5@5&, -"BA#05- (((\$%. 1"! #05- (((\$5154E604Q%3E13(\$%4(\$5. 1"! /
M1B! 914%2*51J#0HO1C, @, 2!49@T*, CDN-3(V-B`P+C`T-S8@5\$0-"C`@5&, -
M"ELH)"DM-3`P+C\$H-C<N-BE=5\$H-"B] & , B`Q(%1F#0HV+C<V, C8@+3`N, #0W
M-B!41`T*6R@D, 3, P+C, I+30P, 3(N-R@D, 3\$U+CDI751*#0I%5`T*, "XU(&<-
M"C, W, "XR. 2`S, S`N. #5@, C(N-38@+3(N.#@<F4-"F8-"COS. "XT-2`S, S`N
M.#5@, C(N-38@+3(N.#@<F4-"F8-"C4P-BXV, 2`S, S`N.#5@, C(N-38@+3(N
M.#@<F4-"F8-"D) 4#0HQ, "XP-SD@, "`P(#\$P+C`W. 2`V-RXV-2`S, 34N-CD@
M5&T-"C`@9PT*, "!"4=PT**1A>&5S('!A: 60@; VX@: 6YC; VUE*51J#0HO1C, @
M, 2!49@T*, CDN-3(V-B`P+C`T-S8@5\$0-"ELH)"DM, 3`P, "XQ*#8N. 2E=5\$H-
M"B] & , B`Q(%1F#0HV+C<V, C8@+3`N, #0W-B!41`T*6R@D*2TU, #`N, 2@Q, BXU
M*2TT, #5R+C8H)"DM-3`P+C\$H, 3<N, 2E=5\$H-"BTS-BXR.#DR("TQ+C, S, S4@
M5\$0-"BA); G1E<F5S="!P8ED(&]N(&1E8G0@;V)L: 6=A=&EO; G, I5&H-"B] &
M, R`Q(%1F#0HR. 2XU, C8V(#`N, #0W-B!41`T*6R@D*2TQ, #`P+C\$H-"XY*5U4
M2@T*+T8R(#\$@5&8-"C8N-S8R-B`M, "XP-#<V(%1\$#0I; *#0I+3\$P, #`N, 2@T
M+CDI+30P, 3(N-2@D*2TQ, #`P+C\$H-"XY*5U42@T*, 3(@, "`P(#\$R(#(U+C8Y
M(#(W-2XQ, R!4; 0T**=-E92!N; W1E<R!T; R!C; VYS; VQI9&T960@9FEN86YC
M: 6%L(' -T871E; 65N="N("E4: @T*, C(N.#@<+3(N, R!41`T**#, X("E4: @T*
M150-"F5N9'-T<F5A; 0T*96YD; V) J#0HS(#`@; V) J#0H\`T*+U!R; V-3970@
M6R] 01\$8@+U1E>'0@70T*+T90; G0@/#P-"B] & , B`T(#`@4@T*+T8S(#4@, "!"2
M#0H`/@T*+T5X=\$3=&%T92`\`T*+T=3, 2`V(#`@4@T*/CX^#0IE; F10
M8FH-"C@@, "!"08FH-"CP\#0HO5'EP92`O2&%L9G10; F4-"B] (86QF=&]N951Y
M<&4@, 0T*+TAA; &9T; VYE3F%M92`H1&5F875L="D-"B] & <F5Q=65N8WD@-C`-
M"B] !; F=L92`T-0T*+U-P; W1&=6YC=&EO; B`O4F]U; FO-"CX^#0IE; F108FH-
M"C8@, "!"08FH-"CP\#0HO5'EP92`O17AT1U-T871E#0HO4T\$@9F%L<V4-"B] /
M4!"! F86QS90T*+TA4("] \$969A=6QT#0H^/@T*96YD; V) J#0HT(#`@; V) J#0H\
M/`T*+U1Y<&4@+T90; G0-"B] 3=6) T>7!E("] 4>7!E, 0T*+TYA; 64@+T8R#0HO
M0F\$S9490; G0@+U1I; 65S+5) O; 6%N#0H^/@T*96YD; V) J#0HU(#`@; V) J#0H\
M/`T*+U1Y<&4@+T90; G0-"B] 3=6) T>7!E("] 4>7!E, 0T*+TYA; 64@+T8S#0HO
M0F\$S9490; G0@+U1I; 65S+4) O; &0-"CX^#0IE; F108FH-"C\$@, "!"08FH-"CP\
M#0HO5'EP92`O4&%G90T*+U!A<F5N="`W(#`@4@T*+U)E<V]U<F-E<R`S(#`@
M4@T*+T-O; G1E; G1S(#(E, "!"2#0H^/@T*96YD; V) J#0HW(#`@; V) J#0H\`T*
M+U1Y<&4@+U!A9V5S#0HO2VED<R!; , 2`P(%)=#0HO0V]U; G0@, 0T*+TUE9&EA
M0F]X(%L(#`@-C\$R(#\$P, #A=#0H^/@T*96YD; V) J#0HY(#`@; V) J#0H\`T*
M+U1Y<&4@+T-A=&%L; V<-"B] 086=E<R`W(#`@4@T*/CX-"F5N9&]B: @T*, 3`@
M, "!"08FH-"CP\#0HO0W)E871I; VY\$871E("A\$. C\$Y, 3`P, #, Q-C\$V, 3(Q, "D-
M"B] 0<F]D=6-E<B`H7#W-EPS-S=<, #`P05PP, #!C7#`P, ') <, #`P; UPP, #!B
M7#`P, &%<, #`P=P=PP, #`@7#`P, #!<, #`P: 5PP, #!S7#`P, #!<, #`P: 5PP, #!L
M7#`P, &Q<, #`P95PP, #!R7#`P, #!<, #`P, UPP, #`N7#`P, #!<, #`P, BD-"CX^
M#0IE; F108FH-"GAR968-"C`@, 3\$-"C`P, #`P, #`P, #`@-C4U, S4@9@T*, #`P
M, #`Q, #8Y. 2`P, #`P, "!"N#0HP, #`P, #`P, #5W(#`P, #`P(&X-"C`P, #`P, 3`Q
M. 3, @, #`P, #`@; @T*, #`P, #`Q, 44R, "!"P, #`P, "!"N#0HP, #`P, #5P-C\$P(#`P
M, #`P(&X-"C`P, #`P, 3`T-#5@, #`P, #`@; @T*, #`P, #`Q, #<X-R`P, #`P, "!"N
M#0HP, #`P, #5P, S`Y(#`P, #`P(&X-"C`P, #`P, 3`X-S<@, #`P, #`@; @T*, #`P
M, #`Q, #DS, B`P, #`P, "!"N#0IT<F%I; &5R#0H\`T*+U-I>F4@, 3\$-"B] 2; V]T

M(#D@,"!2#0H026YF;R`Q,"`P(%("-B])1"!;/#=A93AB-C9B-C\$S,S@T9F5A
M93`W-F9D-F8R9C`S-F8S/CPW864X8C8V8C8Q,S,X-&9E864P-S9F9#9F,F8P
E,S9F,SY=#0H^/@T*<W1A<G1X<F5F#0HQ,3\$R-0T*)25%3T8-"@``

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`Q,38R,0T*
M/CX-"G-T<F5A;0T*0E0-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.30Y
M+<C<W(%1M#0HP(&<-"B]!4S\$@9W,-"C`@5&,-"C`@5'<-"B@@*51J#0HP("TQ
M+<SR(%1\$#0HH("E4: @T*,S8N.30@,"!41`T*,BXP.2!48PT**"@*51J#0HO
M1C0@,2!49@T*+3,V+CDT("TQ+C\$X(%1\$#0HP(%1C#0HH4W1A=&5M96YT(&]F
M(\$-O;G-O;&ED871E9"!3:&%R96AO;&1E<G-<,C(R(\$5Q=6ET>2E4:@T*+T8R
M(#\$@5&8-"COQ+C4R(#`N,#8@5\$0-"BA%>&AI8FET(#\$S7"AF7"DI5&H-"BT
M,2XU,B`M,2XS(%1\$#0HH0VQE=F5L86YD+4-L:69F<R!) ;F,@86YD(\$-O;G-O
M;&ED871E9"!3=6)S:61I87)I97,I5&H-"C\$N,38@+3\$N,3(@5\$0-"C`N,#\$@
M5&,-"ELH("`@("I+3\$Q.#8P*"`@*2TU-C`H("DM,3(R,"@*2TQ-#`P*"`@
M*2TV-C`H("DM,3(R,"@*2TQ-3@P*"`@*2TQ,#(P*"`I+3\$V-#`H("DM,3`R
M,"@("DM.3@P*"`I+3\$Y,C`H("DM,30P,"@("DM,3DX,"@*2TQ,#@P*"`I
M+3\$Y.#`H("`I+38P,"@*2TQ,#@P*"`I+38P,"@("DM,38P*"`I+3\$V-#`H
M("E=5\$H-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-3@N,#4@.#@Q
M+<C,W(%1M#0HP(%1C#0HH7"A);B!:-6QL:6]N<UPI*51J#0I%5`T*,"XU(\$<-
M"C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-C(T-RXX.2`X-S<N
M,#4@;0T*,C`P+C8Q(#@W-RXP-2!L#0HR,#`N-C\$@.#<W+C`U(&T-"C(P,"XV
M,2`X-S8N-3<@;`T*4PT*,"!`#0HR,#`N-C\$@.#<V+C4W(&T-"C(T-RXX.2`X
M-S8N-3<@;`T*,COW+C@Y(#@W-BXU-R!M#0HR-#<N.#D@.#<W+C`U(&P-"E,-
M"C`N-2!`#0HR-SDN.#\$@.#<W+C`U(&T-"C(T."XQ,R`X-S<N,#4@;`T*,C0X
M+C\$S(#@W-RXP-2!M#0HR-#@N,3,@.#<V+C4W(&P-"E,-"C`@1PT*,C0X+C\$S
M(#@W-BXU-R!M#0HR-SDN.#\$@.#<V+C4W(&P-"C(W.2XX,2`X-S8N-3<@;0T*
M,C<Y+C@Q(#@W-RXP-2!L#0I3#0HP+C4@1PT*,S(P+C,W(#@W-RXP-2!M#0HR
M.#`N,#4@.#<W+C`U(&P-"C(X,"XP-2`X-S<N,#4@;0T*,C@P+C`U(#@W-BXU
M-R!L#0I3#0HP(\$<-"C(X,"XP-2`X-S8N-3<@;0T*,S(P+C,W(#@W-BXU-R!L
M#0HS,C`N,S<@.#<V+C4W(&T-"C,R,"XS-R`X-S<N,#4@;`T*4PT*,"XU(\$<-
M"C,V,2XV-2`X-S<N,#4@;0T*,S(P+C8Q(#@W-RXP-2!L#0HS,C`N-C\$@.#<W
M+C`U(&T-"C,R,"XV,2`X-S8N-3<@;`T*4PT*,"!`#0HS,C`N-C\$@.#<V+C4W
M(&T-"C,V,2XV-2`X-S8N-3<@;`T*,S8Q+C8U(#@W-BXU-R!M#0HS-C\$N-C4@
M.#<W+C`U(&P-"E,-"C`N-2!`#0HT,C(N-C\$@.#<W+C`U(&T-"C,V,2XX.2`X
M-S<N,#4@;`T*,S8Q+C@Y(#@W-RXP-2!M#0HS-C\$N.#D@.#<V+C4W(&P-"E,-
M"C`@1PT*,S8Q+C@Y(#@W-BXU-R!M#0HT,C(N-C\$@.#<V+C4W(&P-"COR,BXV
M,2`X-S8N-3<@;0T*-(R+C8Q(#@W-RXP-2!L#0I3#0HP+C4@1PT*-#8X+C8Y
M(#@W-RXP-2!M#0HT,C(N.#4@.#<W+C`U(&P-"COR,BXX-2`X-S<N,#4@;0T*
M-#(R+C@U(#@W-BXU-R!L#0I3#0HP(\$<-"COR,BXX-2`X-S8N-3<@;0T*-#8X
M+C8Y(#@W-BXU-R!L#0HT-C@N-CD@.#<V+C4W(&T-"COV."XV.2`X-S<N,#4@
M;`T*4PT*,"XU(\$<-"C4P.2XP,2`X-S<N,#4@;0T*-#8X+CDS(#@W-RXP-2!L
M#0HT-C@N.3,@.#<W+C`U(&T-"C0V."XY,R`X-S8N-3<@;`T*4PT*,"!`#0HT
M-C@N.3,@.#<V+C4W(&T-"C4P.2XP,2`X-S8N-3<@;`T*-3`Y+C`Q(#@W-BXU
M-R!M#0HU,#DN,#\$@.#<W+C`U(&P-"E,-"C`N-2!`#0HU,S@N-3,@.#<W+C`U
M(&T-"C4P.2XR-2`X-S<N,#4@;`T*-3`Y+C(U(#@W-RXP-2!M#0HU,#DN,C4@
M.#<V+C4W(&P-"E,-"C`@1PT*-3`Y+C(U(#@W-BXU-R!M#0HU,S@N-3,@.#<V
M+C4W(&P-"C4S."XU,R`X-S8N-3<@;0T*-3,X+C4S(#@W-RXP-2!L#0I3#0HP
M+C4@1PT*-38Y+C<S(#@W-RXP-2!M#0HU,S@N-S<@.#<W+C`U(&P-"C4S."XW
M-R`X-S<N,#4@;0T*-3,X+C<W(#@W-BXU-R!L#0I3#0HP(\$<-"C4S."XW-R`X
M-S8N-3<@;0T*-38Y+C<S(#@W-BXU-R!L#0HU-CDN-S,@.#<V+C4W(&T-"C4V
M.2XW,R`X-S<N,#4@;`T*4PT*,"XU(\$<-"C4W,"XT-2`X-S<N,#4@;0T*-38Y
M+CDW(#@W-RXP-2!L#0HU-CDN.3<@.#<W+C`U(&T-"C4V.2XY-R`X-S8N-3<@
M;`T*4PT*,"!`#0HU-CDN.3<@.#<V+C4W(&T-"C4W,"XT-2`X-S8N-3<@;`T*
M-3<P+C@U(#@W-BXU-R!M#0HU-S`N-#4@.#<W+C`U(&P-"E,-"C`N-2!`#0HU
M-S\$N,3<@.#<W+C`U(&T-"C4W,"XV.2`X-S<N,#4@;`T*-3<P+C8Y(#@W-RXP
M-2!M#0HU-S`N-CD@.#<V+C4W(&P-"E,-"C`@1PT*-3<P+C8Y(#@W-BXU-R!M
M#0HU-S\$N,3<@.#<V+C4W(&P-"C4W,2XQ-R`X-S8N-3<@;0T*-3<Q+C\$W(#@W
M-RXP-2!L#0I3#0HP+C4@1PT*-3<Q+C@Y(#@W-RXP-2!M#0HU-S\$N-#\$.#<W
M+C`U(&P-"C4W,2XT,2`X-S<N,#4@;0T*-3<Q+C@Q(#@W-BXU-R!L#0I3#0HP
M(\$<-"C4W,2XT,2`X-S8N-3<@;0T*-3<Q+C@Y(#@W-BXU-R!L#0HU-S\$N.#D@
M.#<V+C4W(&T-"C4W,2XX.2`X-S<N,#4@;`T*4PT*,"XU(\$<-"C4W,BXS-R`X
M-S<N,#4@;0T*-3<R+C\$S(#@W-RXP-2!L#0HU-S(N,3,@.#<W+C`U(&T-"C4W
M,BXQ,R`X-S8N-3<@;`T*4PT*,"!`#0HU-S(N,3,@.#<V+C4W(&T-"C4W,BXS
M-R`X-S8N-3<@;`T*-3<R+C,W(#@W-BXU-R!M#0HU-S(N,S<@.#<W+C`U(&P-
M"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`R-30N-C\$@.#8T+C@Q(%1M#0HH
MOV%P:71A;") ;BE4:@T*,"XR,30S("TQ+C(S.#(@5\$0-"ELH17AC97-S(&]F
M*2TW-38Q+C8H0V]M;6]N*2TS-3,S+C(H3RDP+C\$H=&AE<BE=5\$H-"BTU+C\$Y
M,2`M,2XR,S@R(%1\$#0I;*\$-O;6UO;BDM,3`U-BXX*%`I,"XQ*%&R(%9A;`5E
M*2TQ-#T*%(I,"XQ*%5T86EN960I+3(P-S(N-BA3:&%R97,@:6XI+3\$T.#`N
M,BA#;VUP<F5H96YS:79E*5U42@T*,"XU,C,Y("TQ+C(S.#(@5\$0-"ELH4VAA
M<F5S*2TQ-C\$Q+C<H3V8@4VAA<F5S*2TQ-SDX+C4H26YC;VUE*2TR-#P*%0I
M,"XQ*%)E87-U<GDI+3,R-#<N-2A);F-O;64I+3(W,34N."A/*3`N,2AT:&5R
M*2TQ,C<X+CDH5&]T86PI751*0I%5`T*,"XU(\$<-"C(T-RXX.2`X,C,N,#4@
M;0T*,C`P+C8Q(#@R,RXP-2!L#0HR,#`N-C\$@.#(S+C`U(&T-"C(P,"XV,2`X
M,C(N-3<@;`T*4PT*,"!`#0HR,#`N-C\$@.#(R+C4W(&T-"C(T-RXX.2`X,C(N
M-3<@;`T*,COW+C@Y(#@R,BXU-R!M#0HR-#<N.#D@.#(S+C`U(&P-"E,-"C`N
M-2!`#0HS,#\$N.#D@.#(S+C`U(&T-"C(U,2XR-2`X,C,N,#4@;`T*,C4Q+C(U
M(#@R,RXP-2!M#0HR-3\$N,C4@.#(R+C4W(&P-"E,-"C`@1PT*,C4Q+C(U(#@R
M,BXU-R!M#0HS,#\$N.#D@.#(R+C4W(&P-"C,P,2XX.2`X,C(N-3<@;0T*,S`Q
M+C@Y(#@R,RXP-2!L#0I3#0HP+C4@1PT*,S4X+C4S(#@R,RXP-2!M#0HS,#4N
M,C4@.#(S+C`U(&P-"C,P-2XR-2`X,C,N,#4@;0T*,S`U+C(U(#@R,BXU-R!L
M#0I3#0HP(\$<-"C,P-2XR-2`X,C(N-3<@;0T*,S4X+C4S(#@R,BXU-R!L#0HS
M-3@N-3,@.#(R+C4W(&T-"C,U."XU,R`X,C,N,#4@;`T*4PT*,"XU(\$<-"COR
M,BXV,2`X,C,N,#4@;0T*,S8Q+C@Y(#@R,RXP-2!L#0HS-C\$N.#D@.#(S+C`U
M(&T-"C,V,2XX.2`X,C(N-3<@;`T*4PT*,"!`#0HS-C\$N.#D@.#(R+C4W(&T-
M"COR,BXV,2`X,C(N-3<@;`T*-#(R+C8Q(#@R,BXU-R!M#0HT,C(N-C\$@.#(S
M+C`U(&P-"E,-"C`N-2!`#0HT.34N-3<@.#(S+C`U(&T-"COR-2XY-R`X,C,N

M, #4@; `T*-# (U+CDW (@R, RXP-2!M#0HT, C4N.3<@. # (R+C4W (&P-"E, -"C`@ M1PT*-# (U+CDW (@R, BXU-R!M#0HT.34N-3<@. # (R+C4W (&P-"COY-2XU-R`X M, C (N-3<@; 0T*-#DU+C4W (@R, RXP-2!L#0I3#0HP+C4@1PT*-3, U+C0Q (@R M, RXP-2!M#0HT.3@N.3. @. # (S+C`U (&P-"COY."XY, R`X, C, N, #4@; 0T*-#DX M+CDS (@R, BXU-R!L#0I3#0HP (<-"COY."XY, R`X, C (N-3<@; 0T*-3, U+C0Q M (@R, BXU-R!L#0HU, S4N-#S@. # (R+C4W (&T-"C4S-2XT, 2`X, C, N, #4@; `T* M4PT*, "XU (<-"C4V.2XW, R`X, C, N, #4@; 0T*-3, X+C`W (@R, RXP-2!L#0HU M, S@N-S<@. # (S+C`U (&T-"C4S."XW-R`X, C (N-3<@; `T*4PT*, "!"#0HU, S@N M-S<@. # (R+C4W (&T-"C4V.2XW, R`X, C (N-3<@; `T*-38Y+C<S (@R, BXU-R!M M#0HU-CDN-S, @. # (S+C`U (&P-"E, -"D) 4#0H01C (@, 2!49@T*, 3`N, #<Y (#`@ M, " `Q, "XP-SD@, SDN-3<@. #S@C4S (%1M#0I; *\$IA; G5A<GD@, 2P@, 3DY-RDM M, 3`P.30N-2@D, 38N."DM, C@Y, RXT*"0V."XX*2TS-3, V+C, H) #0S, BXP*2TR M. # (R+C\$H) %PH, 30R+C4I+3\$R+C<H7"DI+30Q, 3DN."@D*2TU, #`N, 2A<*XY M*2TQ, BXT*%PI*2TS, 38W+C, H) %PH, RXV*2TQ, BXU*%PI*2TQ, #`P+C4H) #, W M, "XV*5U42@T*, "XS, #DV ("TQ+C (Q-#0@5\$0-"BA#; VUP<F5H96YS:79E (&EN M8V]M92E4:@T*, "XS, #DV ("TQ+C (Q-#0@5\$0-"ELH3F5T (&EN8V]M92DM, C, Q M, C8N.2@U-"XY*2TR, #, Y-2XQ*#4T+CDI751*#0I4*%T**\$]T: &5R (&-O; 7!R M96AE; G-I=F4@:6YC; VUE*51J#0HP+C, P.38@+3\$N, C\$T-"!41`T*6RA5; G)E M86QI>F5D (&QO<W-E<R!O; B!S96-U<FET:65S*2TR-S<W, RXS*%PH, 2XP*2TQ M, BXU*%PI*2TW-S8S*%PH, 2XP*2TQ, BXU*%PI*5U42@T*5"H-"ELH1F]R96EG M; B!C=7)R96YC>2!T<F%N<VQA=&EO; B!A9&HN*2TR-S4R, RXU*%PH+C\$I+3\$R M+C0H7"DI+3@R-C, N, 2A<*XQ*2TQ, BXT*%PI*5U42@T*150-"C`N-2!`#0HU M-C8N, S<@-SOV+C0Y (&T-"C4T, RXX, 2`W-#8N-#D@; `T*-30S+C@Q (#<T-BXT M.2!M#0HU-#, N.#S@-SOV+C`Q (&P-"E, -"C`@1PT*-30S+C@Q (#<T-BXP, 2!M M#0HU-C8N, S<@-SOV+C`Q (&P-"C4V-BXS-R`W-#8N, #S@; 0T*-38V+C, W (#<T M-BXT.2!L#0I3#0I"5`T*, 3`N, #<Y (#`@, " `Q, "XP-SD@-3 (N, #4@-S, T+CDW M (%1M#0HH5&]T86P@8V]M<')E: &5N<VEV92!I; F-O; 64I5&H-"COY+C (Y, #0@ M, " !41`T**4S+C@I5&H-"B] &-2`Q (%1F#0HM-3`N, CSY, 2`M, 2XR, 30T (%1\$ M#0I; *\$-A<V@&EV:61E; F1S (%PR, C<@) #S@N, S`@82!S: &%R92DM, 30W.3@N M.2A<*#T+C@I+3\$R+C8H7"DI+3\$Y-S\$V+C4H7"Q@-"XX*2TQ, BXV*%PI M*2T*5"H-"BA3=&]C:R!P; &%N<RE4:@T*, "XS, #DV ("TQ+C (Q-#0@5\$0-"ELH M4F5S=")I8W1E9"!S=&]C:R]S=&]C:R!O<!I; VYS*2TQ, #0W.2XT*"XR*2TQ M, 30T, 2XW*"XT*2TQ, 3`V, "XW*%PH+C4I+3\$R+C0H7"DI+3, P, #`N-B@N*3`H M, 2E=5\$H-"E0J#0I; *\$!E<F90<FUA; F-E ('-H87)E<RDM, 30V, C\$H+C@I+3\$Q M-#0Q+C<H+C<I+3\$P.#DT*#S@N, "DM, C@T-2XW*# (N-2E=5\$H-"BTP+C, P.38@ M+3\$N, C\$T-"!41`T*6RA297!U<F-H87-E<R!O9B!#; VUM; VX@4VAA<F5S*2TR M, 3\$R, 2XS*%PH-"XY*2TQ, BXU*%PI*2TQ-#, Q, 2XR*%PH-"XY*2TQ, BXU*%PI M*5U42@T*5"H-"BA/=&AE<BE4:@T*, S0N.3<Y-2`P (%1\$#0I; *XQ*2TQ-30X M.2XW*"XQ*5U42@T*150-"C`N-2!`#0HR, C<N.3<@-C4W+C8Y (&T-"C (Q, "XT M-2`V-3<N-CD@; `T*, C\$P+C0U (#8U-RXV.2!M#0HR, 3`N-#4@-C4W+C (Q (&P-" M"E, -"C`@1PT*, C\$P+C0U (#8U-RXR, 2!M#0HR, C<N.3<@-C4W+C (Q (&P-"C (R M-RXY-R`V-3<N, C\$@; 0T*, C (W+CDW (#8U-RXV.2!L#0I3#0HP+C4@1PT*, C<Y M+C@Q (#8U-RXV.2!M#0HR-C (N, CD@-C4W+C8Y (&P-"C (V, BXR.2`V-3<N-CD@ M; 0T*, C8R+C (Y (#8U-RXR, 2!L#0I3#0HP (<-"C (V, BXR.2`V-3<N, C\$@; 0T* M, C<Y+C@Q (#8U-RXR, 2!L#0HR-SDN.#S@-C4W+C (Q (&T-"C (W.2XX, 2`V-3<N M-CD@; `T*4PT*, "XU (<-"C, T, RXQ-R`V-3<N-CD@; 0T*, S (P+C8Q (#8U-RXV M.2!L#0HS, C`N-C\$@-C4W+C8Y (&T-"C, R, "XV, 2`V-3<N, C\$@; `T*4PT*, " ! M#0HS, C`N-C\$@-C4W+C (Q (&T-"C, T, RXQ-R`V-3<N, C\$@; `T*, S0S+C\$W (#8U M-RXR, 2!M#0HS-#, N, 3<@-C4W+C8Y (&P-"E, -"C`N-2!`#0HT, # (N-CD@-C4W M+C8Y (&T-"C, W-BXW-R`V-3<N-CD@; `T*, S<V+C`W (#8U-RXV.2!M#0HS-S8N M-S<@-C4W+C (Q (&P-"E, -"C`@1PT*, S<V+C`W (#8U-RXR, 2!M#0HT, # (N-CD@ M-C4W+C (Q (&P-"C@P, BXV.2`V-3<N, C\$@; 0T*-#`R+C8Y (#8U-RXV.2!L#0I3 M#0HP+C4@1PT*-#8X+C8Y (#8U-RXV.2!M#0HT-3 (N.#4@-C4W+C8Y (&P-"C0U M, BXX-2`V-3<N-CD@; 0T*-#4R+C@U (#8U-RXR, 2!L#0I3#0HP (<-"C0U, BXX M-2`V-3<N, C\$@; 0T*-#8X+C8Y (#8U-RXR, 2!L#0HT-C@N-CD@-C4W+C (Q (&T-" M"COV."XV.2`V-3<N-CD@; `T*4PT*, "XU (<-"C4R-2XP.2`V-3<N-CD@; 0T* M-3`Y+C (U (#8U-RXV.2!L#0HU, #DN, C4@-C4W+C8Y (&T-"C4P.2XR-2`V-3<N M, C\$@; `T*4PT*, "!"#0HU, #DN, C4@-C4W+C (Q (&T-"C4R-2XP.2`V-3<N, C\$@ M; `T*-3 (U+C`Y (#8U-RXR, 2!M#0HU, C4N, #D@-C4W+C8Y (&P-"E, -"C`N-2!` M#0HU-C8N, S<@-C4W+C8Y (&T-"C4T, RXX, 2`V-3<N-CD@; `T*-30S+C@Q (#8U M-RXV.2!M#0HU-#, N.#S@-C4W+C (Q (&P-"E, -"C`@1PT*-30S+C@Q (#8U-RXR M, 2!M#0HU-C8N, S<@-C4W+C (Q (&P-"C4V-BXS-R`V-3<N, C\$@; 0T*-38V+C, W M (#8U-RXV.2!L#0I3#0I"5`T*, 3`N, #<Y (#`@, " `Q, "XP-SD@, SDN-3<@-C0V M+C\$W (%1M#0I; *\$1E8V5M8F5R (#, Q+"`Q.3DW*2TY, #DU+C<H, 38N."DM, S, Y M, RXU*#8Y+C@I+30P, S8N-"@T-S (N, 2DM, S, R, BXQ*%PH, 30V+C (I+3\$R+C<H M7"DI+30V, 3DN.2A<*# (N, "DM, 3 (N-2A<*2DM, S8V-RXT*%PH, RXQ*2TQ, BXU M*%PI*2TQ-3`P+C4H-#`W+C0I751*#0HP+C, P.38@+3\$N, C\$T-"!41`T**\$-O M; 7!R96AE; G-I=F4@:6YC; VUE*51J#0HP+C, P.38@+3\$N, C\$T-"!41`T*6RA. M970@:6YC; VUE*2TR, S\$R-BXY*#4W+C0I+3 (P, SDU+C\$H-3<N-"E=5\$H-"E0J M#0HH3W1H97 (@8V]M<')E: &5N<VEV92!I; F-O; 64I5&H-"C`N, S`Y-B`M, 2XR M, 30T (%1\$#0I; *\$5N<F5A; &EZ960@; &]S<V5S (&]N ('-E8W5R:71I97, I+3 (W M-S<S+C, H7"@R+C, I+3\$R+C4H7"DI+3<W-C, H7"@R+C, I+3\$R+C4H7"DI751* M#0I%5`T*, "XU (<-"C4V-BXS-R`U.3, N, S<@; 0T*-30S+C@Q (#4Y, RXS-R!L M#0HU-#, N.#S@-3DS+C, W (&T-"C4T, RXX, 2`U.3 (N.#D@; `T*4PT*, "!"#0HU M-#, N.#S@-3DR+C@Y (&T-"C4V-BXS-R`U.3 (N.#D@; `T*-38V+C, W (#4Y, BXX M.2!M#0HU-C8N, S<@-3DS+C, W (&P-"E, -"D) 4#0HQ, "XP-SD@, " `P (#\$P+C`W M.2`U, BXP-2`U.#S@. #4@5&T-"BA4; W1A; " !C; VUP<F5H96YS:79E (&EN8V]M M92E4:@T*-#DN, CDP-"`P (%1\$#0HH-34N, 2E4:@T*+34P+C (Q.3\$@+3\$N, C\$T M-"!41`T*6RA#87-H (&1I=FED96YD<R!<, C (W ("0Q+C0U (&\$@<VAA<F4I+3\$T M-SDX+CDH7"Q@-BXS*2TQ, BXV*%PI*2TQ.3<Q-BXU*%PH, 38N, RDM, 3 (N-BA< M*2E=5\$H-"E0J#0HH4W108VL@<QA; G, I5&H-"C`N, S`Y-B`M, 2XR, 30T (%1\$ M#0I; *)E:W1R:6-T960@<W108VLO<W108VL@; W!T:6]N<RDM, 3`T-SDN-"@N M, RDM, 3\$T-#S@N-R@N-BDM, 3\$S.30H+C (I+3 (X-#4N-B@Q+C\$S751*#0I4*%T* M6RA097)F; W)M86YC92!S: &%R97, I+3\$T-C (Q*"XW*2TQ, #DT, 2XV*#S@N, 2DM M, 3\$P-C`N."A<*XR*2TQ, BXT*%PI*2TR-3`P+C8H, 2XV*5U42@T*+3`N, S`Y

M-B`M,2XR,30T(%!\$#0I;*)E<'5R8VAA<V5S(&]F(\$-0;6UO;B!3:&%R97,I
M+3(P-C(Q+C(H7"EQ,2XU*2TQ,BXV*%PI*2TQ,S@Q,2XR*%PH,3\$N-2DM,3(N
M-BA<*2E=5\$H-"EOJ#0I;*\$]T:&5R*2TR,#4Q,2XQ*"XQ*2TQ,30T,2XW*"XQ
M*2TQ-30X.2XW*"XR*5U42@T*150-"C`N-2!'#0HR,C`N.3<@-3`T+C4W(&T-
M"("C(Q,"XT-2`U,#0N-3<@;`T*,C\$P+C0U(#4P-"XU-R!M#0HR,3`N-#4@-3`T
M+C`Y(&P-"E,-"C`@1PT*,C\$P+C0U(#4P-"XP.2!M#0HR,C`N.3<@-3`T+C`Y
M(&P-"C(R-RXY-R`U,#0N,#D@;0T*,C(W+CDW(#4P-"XU-R!L#0I3#0HP+C4@
M1PT*,C`Y+C@Q(#4P-"XU-R!M#0HR-C(N,CD@-3`T+C4W(&P-"C(V,BXR.2`U
M,#0N-3<@;0T*,C8R+C(Y(#4P-"XP.2!L#0I3#0HP(\$<-"C(V,BXR.2`U,#0N
M,#D@;0T*,C`Y+C@Q(#4P-"XP.2!L#0HR-SDN.#\$@-3`T+C`Y(&T-"C(W.2XX
M,2`U,#0N-3<@;`T*4PT*, "XU(\$<-"C,T,RXQ-R`U,#0N-3<@;0T*,S(P+C8Q
M(#4P-"XU-R!L#0HS,C`N-C\$@-3`T+C4W(&T-"C,R,"XV,2`U,#0N,#D@;`T*
M4PT*, "!'#0HS,C`N-C\$@-3`T+C`Y(&T-"C,T,RXQ-R`U,#0N,#D@;`T*,S0S
M+C\$W(#4P-"XP.2!M#0HS-#N,3<@-3`T+C4W(&P-"E,-"C`N-2!'#0HT,#(N
M-CD@-3`T+C4W(&T-"C,W-BXW-R`U,#0N-3<@;`T*,S<V+C<W(#4P-"XU-R!M
M#0HS-S8N-S<@-3`T+C`Y(&P-"E,-"C`@1PT*,S<V+C<W(#4P-"XP.2!M#0HT
M,#(N-CD@-3`T+C`Y(&P-"C0P,BXV.2`U,#0N,#D@;0T*-*`R+C8Y(#4P-"XU
M-R!L#0I3#0HP+C4@1PT*-*8X+C8Y(#4P-"XU-R!M#0HT-3(N.#4@-3`T+C4W
M(&P-"COU,BXX-2`U,#0N-3<@;0T*-*4R+C@U(#4P-"XP.2!L#0I3#0HP(\$<-
M"COU,BXX-2`U,#0N,#D@;0T*-*8X+C8Y(#4P-"XP.2!L#0HT-C@N-CD@-3`T
M+C`Y(&T-"COV."XV.2`U,#0N-3<@;`T*4PT*, "XU(\$<-"C4R-2XP.2`U,#0N
M-3<@;0T*-*3`Y+C(U(#4P-"XU-R!L#0HU,#DN,C4@-3`T+C4W(&T-"C4P.2XR
M-2`U,#0N,#D@;`T*4PT*, "!'#0HU,#DN,C4@-3`T+C`Y(&T-"C4R-2XP.2`U
M,#0N,#D@;`T*-*3(U+C`Y(#4P-"XP.2!M#0HU,C4N,#D@-3`T+C4W(&P-"E,-
M"("N-2!'#0HU-C8N,S<@-3`T+C4W(&T-"C4T,RXX,2`U,#0N-3<@;`T*-*30S
M+C@Q(#4P-"XU-R!M#0HU-#N,#\$@-3`T+C`Y(&P-"E,-"C`@1PT*-30S+C@Q
M(#4P-"XP.2!M#0HU-C8N,S<@-3`T+C`Y(&P-"C4V-BXS-R`U,#0N,#D@;0T*
M-38V+C,W(#4P-"XU-R!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@
M,3`N,#<Y(#,Y+C4W(#0Y,BXS,R!4;0T*6RA\$96-E;6)E<B`S,2P@,3DY."DM
M.#@W,RXW*#\$V+C@I+3,S.3,N-2@W,"XY*2TT,#,V+COH-3\$S+C(I+3,S,C(N
M,2A<*\$U-2XY*2TQ,BXW*%PI*2TT-C\$Y+CDH7"@T+C,I+3\$R+C4H7"DI+3,V
M-C<N-"A<*\$,N,2DM,3(N-2A<*2DM,34P,"XU*#0S-RXV*5U42@T*,"XS,#DV
M("TQ+C,S,S4@5\$0-"BA#;VUP<F5H96YS:79E(&EN8V]M92E4:@T*,"XS,#DV
M("TQ+C,S,S4@5\$0-"ELH3F5T(&EN8V]M92DM,C,T-CSH-"XX*2TR,#@Y-2@T
M+C@I751*#0I4*#T**\$]T:&5R(&-O;7!R96AE;G-I=F4@:6YC;VUE*51J#0HP
M+C,P.38@+3\$N,S,S-2!41`T*6RA5;G)E86QI>F5D(&QO<W-E<R!O;B!S96-U
M<FET:65S*2TR-S<Q-BXT*%PH+C@I+3\$R+C0H7"DI+3@R-C,N,2A<*"XY*2TQ
M,BXT*%PI*5U42@T*150-"C`N-2!'#0HU-C8N,S<@-#,#,T+C(U(&T-"C4T,RXX
M,2`T,S0N,C4@;`T*-*30S+C@Q(#0S-"XR-2!M#0HU-#N.#\$@-#,#,S+C<W(&P-
M"E,-"C`@1PT*-30S+C@Q(#0S,RXW-R!M#0HU-C8N,S<@-#,#,S+C<W(&P-"C4V
M-BXS-R`T,S,N-S<@;0T*-*38V+C,W(#0S-"XR-2!L#0I3#0I"5`T*,3`N,#<Y
M(#`@,"Q,"XP-SD@-3(N,#4@-#(R+C`Q(%!M#0HH5@]T86P@8V]M<')E:&5N
M<VEV92!I;F-O;64I5&H-"C0Y+C<Y,#4@,"!41`T**#N.2E4:@T*+T8T(#\$@
M5&8-"BTU,"XW,3DQ("TQ+C,S,S4@5\$0-"ELH0V\$S:"!D:79I9&5N9',@7#(R
M-R`D,2XU,"!A('H87)E*2TQ-#R."XY*%PH,38N-RDM,3(N-BA<*2DM,3DW
M,38N-2A<*\$V+C<I+3\$R+C8H7"DI751*#0I4*#T**%T;V-K('!L86YS*51J
M#0HP+C,P.38@+3\$N,S,S-2!41`T*6RA297-T<FEC=&5D('T;V-K+W-T;V-K
M(&]P=&EO;G,I+3(Q.34P+C\$H+C,I+3\$Q,SDT*"XT*2TS,SOU+C<H+C<I751*
M#0I4*#T*6RA097)F;W)M86YC92!S:&%R97,I+3\$S,3(P+C<H7"@S+C@I+3\$R
M+C4H7"DI+3\$P-3DV+C8H,2XT*2TQ,#@Y-"XQ*#SN-BDM,S`Q,BXT*%PH+C@I
M+3\$R+C0H7"DI751*#0HM,"XS,#DV("TQ+C,S,S4@5\$0-"ELH4F5P=7)C:&%S
M97,@;V8@0V]M;6]N(%-H87)E<RDM,3DW.#<N,RA<*\$S+W+C(I+3\$R+C8H7"DI
M+3\$S.#\$Q+C(H7"EQ-RXR*2TQ,BXV*%PI*5U42@T*5"H-"ELH3W1H97(I+3(P
M,C,S+C\$H+BDP*#\$I+3\$Q,3`X+C,H7"@N,2DM,3(N-"A<*2DM,3`W,34N-RA<
M*"XQ*2TQ,BXT*%PI*2TR-C8W+C,H7"@N,2DM,3(N-"A<*2E=5\$H-"D54#0HP
M+C4@1PT*,C(W+CDW(#,S-RXP-2!M#0HR,3`N-#4@,S,W+C`U(&P-"C(Q,"XT
M-2`S,S<N,#4@;0T*,C\$P+C0U(#,S-BXU-R!L#0I3#0HP(\$<-"C(Q,"XT-2`S
M,S8N-3<@;0T*,C(W+CDW(#,S-BXU-R!L#0HR,C`N.3<@,S,V+C4W(&T-"C(R
M-RXY-R`S,S<N,#4@;`T*4PT*, "XU(\$<-"C(W.2XX,2`S,S<N,#4@;0T*,C8R
M+C(Y(#,S-RXP-2!L#0HR-C(N,CD@,S,W+C`U(&T-"C(V,BXR.2`S,S8N-3<@
M;`T*4PT*, "!'#0HR-C(N,CD@,S,V+C4W(&T-"C(W.2XX,2`S,S8N-3<@;`T*
M,C<Y+C@Q(#,S-BXU-R!M#0HR-SDN.#\$@,S,W+C`U(&P-"E,-"C`N-2!'#0HS
M-#N,3<@,S,W+C`U(&T-"C,R,"XV,2`S,S<N,#4@;`T*,S(P+C8Q(#,S-RXP
M-2!M#0HS,C`N-C\$@,S,V+C4W(&P-"E,-"C`@1PT*,S(P+C8Q(#,S-BXU-R!M
M#0HS-#N,3<@,S,V+C4W(&P-"C,T,RXQ-R`S,S8N-3<@;0T*,S0S+C\$W(#,S
M-RXP-2!L#0I3#0HP+C4@1PT*-*R+C8Y(#,S-RXP-2!M#0HS-S8N-S<@,S,W
M+C`U(&P-"C,W-BXW-R`S,S<N,#4@;0T*,S<V+C<W(#,S-BXU-R!L#0I3#0HP
M(\$<-"C,W-BXW-R`S,S8N-3<@;0T*-*R+C8Y(#,S-BXU-R!L#0HT,#(N-CD@
M,S,V+C4W(&T-"C0P,BXV.2`S,S<N,#4@;`T*4PT*, "XU(\$<-"C0V."XV.2`S
M,S<N,#4@;0T*-*4R+C@U(#,S-RXP-2!L#0HT-3(N.#4@,S,W+C`U(&T-"C0U
M,BXX-2`S,S8N-3<@;`T*4PT*, "!'#0HT-3(N.#4@,S,V+C4W(&T-"C0V."XV
M.2`S,S8N-3<@;`T*-*8X+C8Y(#,S-BXU-R!M#0HT-C@N-CD@,S,W+C`U(&P-
M"E,-"C`N-2!'#0HU,C4N,#D@,S,W+C`U(&T-"C4P.2XR-2`S,S<N,#4@;`T*
M-3`Y+C(U(#,S-RXP-2!M#0HU,#DN,C4@,S,V+C4W(&P-"E,-"C`@1PT*-*3`Y
M+C(U(#,S-BXU-R!M#0HU,C4N,#D@,S,V+C4W(&P-"C4R-2XP.2`S,S8N-3<@
M;0T*-*3(U+C`Y(#,S-RXP-2!L#0I3#0HP+C4@1PT*-38V+C,W(#,S-RXP-2!M
M#0HU-#N.#\$@,S,W+C`U(&P-"C4T,RXX,2`S,S<N,#4@;0T*-*30S+C@Q(#,S
M-BXU-R!L#0I3#0HP(\$<-"C4T,RXX,2`S,S8N-3<@;0T*-*38V+C,W(#,S-BX
M-R!L#0HU-C8N,S<@,S,V+C4W(&T-"C4V-BXS-R`S,S<N,#4@;`T*4PT*0E0-
M"C\$P+C`W.2`P(#`@,3`N,#<Y(#,Y+C4W(#,R-"XX,2!4;0T*6RA\$96-E;6)E
M<B`S,2P@,3DY."DM.#,W,RXV*#0Q-BXX*2TR.#DS+COH)#8W+C\$I+3,U,S8N
M,R@D-3`Q+C,I+3(X,C(N,2@D7"@Q-S\$N-2DM,3(N-RA<*2DM-#Q.2XX*"1<
M*#4N,BDM,3(N-2A<*2DM,S\$V-RXS*"1<*\$N,BDM,3(N-2A<*2DM,3`P,"XU
M*"0T,#<N,RE=5\$H-"D54#0HP+C4@9PT*,C\$P+C0U(#,R,"XT.2`Q-RXU,B`M
M,BXX,"!R90T*9@T*,C8R+C(Y(#,R,"XT.2`Q-RXU,B`M,BXX,"!R90T*9@T*

M, S (P+C8Q (#, R, "XT. 2`R, BXU-B`M, BXX. "!R90T*9@T*, S<V+C<W (#, R, "XT
M. 2`R-2XY, B`M, BXX. "!R90T*9@T*-#4R+C@U (#, R, "XT. 2`Q-2XX-"`M, BXX
M. "!R90T*9@T*-3`Y+C (U (#, R, "XT. 2`Q-2XX-"`M, BXX. "!R90T*9@T*-30S
M+C@Q (#, R, "XT. 2`R, BXU-B`M, BXX. "!R90T*9@T*0E-"B] &, B`Q (%1F#0HQ
M, B`P (#`@, 3 (@, C4N-C4@, CDP+C<S (%1M#0HP (&<-"BA3964@; F] T97, @=&\@
M8V]N<V] L: 61A=&5D (&9I; F%N8VEA; "!S=&%T96UE; G1S+B`I5&H-"C (R+C@X
M ("TR+C, @5\$0-"B@S. 2`I5&H-"D54#0IE; F1S=') E86T-"F5N9&] B: @T*, R`P
M (&] B: @T*/#P-"B] 0<F] C4V5T (%L04\$1& "]" 497AT (%T-"B] &; VYT (#P#0HO
M1C (@-"`P (% ("B] &, R`U (#`@4@T*+T8T (#8@, "!2#0HO1C4@-R`P (% ("CX^
M#0HO17AT1U-T871E (#P#0HO1U, Q (#@@, "!2#0H^/@T*/CX-"F5N9&] B: @T*
M, 3`@, "!08FH-"CP\#0HO5`EP92`O2&%L9G1O; F4-"B] (86QF=&] N951Y<&4@
M, 0T*+TAA; &9T; VYE3F%M92`H1&5F875L="D-"B] &<F5Q=65N8WDE-C`-"B] !
M; F=L92`T-0T*+U-P; W1&=6YC=&EO; B`O4F] U; F0-"CX^#0IE; F108FH-"C@@
M, "!08FH-"CP\#0HO5`EP92`O17AT1U-T871E#0HO4T\$@9F%L<V4-"B] /4"!F
M86QS90T*+TAA ("] \$969A=6QT#0H^/@T*96YD; V) J#0HT (#`@; V) J#0H\`/T*
M+U1Y<&4@+T9Q; G0-"B] 3=6) T>7!E ("] 4>7!E, 0T*+TYA; 64@+T8R#0HO0F%
M949O; G0@+U1I; 65S+5) O; 6%N#0H^/@T*96YD; V) J#0HU (#`@; V) J#0H\`/T*
M+U1Y<&4@+T9Q; G0-"B] 3=6) T>7!E ("] 4>7!E, 0T*+TYA; 64@+T8S#0HO0F%
M949O; G0@+U1I; 65S+4) O; &0-"CX^#0IE; F108FH-"C8@, "!08FH-"CP\#0HO
M5`EP92`O1F] N="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`O1C0-"B] &; F-O
M9&EN9R`Q, 2`P (% ("B] "87-E1F] N="`O5&EM97, M0F] L9`T*/CX-"F5N9&] B
M: @T*-R`P (&] B: @T*/#P-"B] 4>7!E ("] &; VYT#0HO4W5B="EP92`O5`EP93\$-
M"B] .86UE ("] &-0T*+T5N8V] D: 6YG (#\$Q (#`@4@T*+T) A<V5&; VYT ("] 4: 6UE
M<RU2; VUA; @T*/CX-"F5N9&] B: @T*, 3\$@, "!08FH-"CP\#0HO5`EP92`O16YC
M; V1I; F<-"B] \$: 69F97) E; F-E<R!; (#`O9W) A=F4O86-U=&4O8VER8W5M9FQE
M>"] T: 6QD92] M86-R; VXO8G) E=F4O9&] T86-C96YT+V1I97) E<VES#0HO<FEN
M9R] C961I; &QA+VAU; F=A<G5M; &%U="] O9V] N96LO8V%R; VXO9&] T; &5S<VDO
M9FD09FP-"B] , <VQA<V@O; '-L87-H+UIC87) O; B] Z8V%R; VXO; 6EN=7, @, SDO
M<75O=&5S: 6YG; &4@. 38O9W) A=F4@, 3, P+W%U; W1E<VEN9VQB87-E#0HO9FQO
M<FEN+W%U; W1E9&] L8F%92] E; &QI<' -I<R] D86=G97 (O9&%G9V5R9&) L+V-I
M<F-U; 69L97@O<&5R=&AO=7-A; F0O4V-A<F] N#0HO9W5I; '-I; F=L; &5F="] /
M12`Q-#4O<75O=&5L969T+W%U; W1E<FEG: '0O<75O=&5D8FQL969T+W%U; W1E
M9&) L<FEG: '0O8G5L; &5T+V5N9&%S: 'T*+V5M9&%S: "] T: 6QD92] T<F%D96UA
M<FLO<V-A<F] N+V-U: 6QS: 6YG; ') I9VAT+V] E (#\$U. 2] 99&EE<F5S: 7, @, 38T
M+V-U<G) E; F-Y#0H@, 38V+V) R; VME; F) A<B`Q-C@O9&EE<F5S: 7, O8V] P>7) I
M9VAT+V] R9&9E; 6EN: 6YE (#\$W, B] L; V=I8V%L; F] T+VAY<&AE; B] R96=I<KW1E
M<F5D+VUA8W) O; @T*+V1E9W) E92] P; '5S; 6EN=7, O='O<W5P97) I; W(O=&AR
M965S=7! E<FEO<B] A8W5T92] M=2`Q. #, O<&5R: 6] D8V5N=&5R960O8V5D: 6QL
M80T*+V] N97-U<&5R: 6] R+V] R9&UA<V-U; &EN92`Q. #@O; VYE<75A<G1E<B] O
M; F5H86QF+W1H<F5E<75A<G1E<G, @, 3DR+T%G<F%V92] !86-U=&4006-I<F-U
M; 69L97@-"B] !=&EL9&40061I97) E<VES+T%R: 6YG+T%+T-C961I; &QA+T5G
M<F%V92] %86-U=&4016-I<F-U; 69L97@-"B] %9&EE<F5S: 7, O26=R879E+TEA
M8W5T92]) 8VER8W5M9FQE>"]) 9&EE<F5S: 7, O171H+TYT: 6QD92] /9W) A=F4-
M"B] /86-U=&403V-I<F-U; 69L97@O3W1I; &1E+T] D: 65R97-I<R] M=6QT: 7!L
M>2] /<VQA<V@O56=R879E+U5A8W5T90T*+U5C: 7) C=6UF; &5X+U5D: 65R97-I
M<R] 986-U=&405&AO<FXO9V5R; 6%N9&) L<R] A9W) A=F4O86C=71E+V%C: 7) C
M=6UF; &5X#0HO871I; &1E+V%D: 65R97-I<R] A<FEN9R] A92] C8V5D: 6QL82] E
M9W) A=F4O96%C=71E+V5C: 7) C=6UF; &5X#0HO961I97) E<VES+VEG<F%V92] I
M86-U=&4O: 6-I<F-U; 69L97@O: 61I97) E<VES+V5T: "] N=&EL9&4O; V=R879E
M#0HO; V%C=71E+V] C: 7) C=6UF; &5X+V] T: 6QD92] O9&EE<F5S: 7, O9&EV: 61E
M+V] S; &%S: "] U9W) A=F4O=6%C=71E#0HO=6-I<F-U; 69L97@O=61I97) E<VES
M+WEA8W5T92] T: &] R; B] Y9&EE<F5S: 7, -"ET-"CX^#0IE; F108FH-"C\$@, "!O
M8FH-"CP\#0HO5`EP92`O4&%G90T*+U!A<F5N="`Y (#`@4@T*+U) E<V] U<F-E
M<R`S (#`@4@T*+T-O; G1E; G1S (# (@, "!2#0H^/@T*96YD; V) J#0HY (#`@; V) J
M#0H\`/T*+U1Y<&4@+U!A9V5S#0HO2VED<R!; , 2`P (%)=#0HO0V] U; G0@, 0T*
M+TUE9&EA0F] X (%LP (#`@-C\$R (#\$P, #A=#0H^/@T*96YD; V) J#0HQ, B`P (&] B
M: @T*/#P-"B] 4>7!E ("] #871A; &] G#0HO4&%G97, @. 2`P (% ("CX^#0IE; F1O
M8FH-"C\$S (#`@; V) J#0H\`/T*+T-R96%T: 6] N1&%T92`H1#HQ. 3\$P, #`S, 38Q
M-C\$R, C (I#0HO4') O9`5C97 (@*%PS-S9<, S<W7#`P, \$%<, #`P8UPP, #!R7#`P
M, &] <, #`P8EPP, #!A7#`P, '1<, #`P (%PP, #!\$7#`P, &E<, #`P<UPP, #!T7#`P
M, &E<, #`P; %PP, #!L7#`P, &5<, #`P<EPP, #`@7#`P, #-<, #`P+PPP, #`P7#`P
M, # (I#0H^/@T*96YD; V) J#0IX<F5F#0HP (#\$T#0HP, #`P, #`P, #`P (#8U-3, U
M (&8-"C`P, #`P, 3, W, C`@, #`P, #`@; @T*, #`P, #`P, #`Q-R`P, #`P, "!N#0HP
M, #`P, #SQ<CDW (#`P, #`P (&X-"C`P, #`P, 3 (P-#<@, #`P, #`@; @T*, #`P, #`Q
M, C\$S-R`P, #`P, "!N#0HP, #`P, #SQ, C (V (#`P, #`P (&X-"C`P, #`P, 3 (S, S, @
M, #`P, #`@; @T*, #`P, #`Q, 3DV. "] P, #`P, #`P, #!N#0HP, #`P, #SQS. #`X (#`P, #`P
M (&X-"C`P, #`P, 3\$X, S4@, #`P, #`@; @T*, #`P, #`Q, COT, 2`P, #`P, "!N#0HP
M, #`P, #SQS. #DX (#`P, #`P (&X-"C`P, #`P, 3, Y-30@, #`P, #`@; @T*=') A: 6QE
M<@T*/#P-"B] 3: 7IE (#\$T#0HO4F] O="`Q, B`P (% ("B]) ; F9O (#\$S (#`@4@T*
M+TE\$ (%L) 8C=B-S4R, S5A9F%F, S8X9C) B, 3AB, & (R93`U-S`X. 34`/& (W8C<U
M, C, U869A9C, V. &8R8C\$X8C!B, F4P-3<P. #DU/ET-"CX^#0IS=&%R='AR968-
/"CST, 30W#0HE) 45/1@T*

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#`@;V)J#0H\`T*+TQE;F=T:"`T,38R#0H^
M/@T*W1R96#M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-#DN
M-S<@5&T-C`@9PT*+T=3,2!G<PT*,!"!48PT*,!"!4=PT**``I5&H-"CQ+C,V
M("TR+C,@5\$0-"BA%>&A18FET(#\$S7"AG7"D@*51J#0H01C,@,2!49@T*,``M,2XQ-B!41`T**\$-L979E
M+C,V("TR+C,V(%1\$#0HH3F]T97,@=&\@0V]N<V]L:61A=&5D(\$9I;F%N8VEA
M;"!3=&T96UE;G1S*51J#0H01C(@,2!49@T*,``M,2XQ-B!41`T**\$-L979E
M;&%N9"U#;&EF9G,@26YC(&%N9"!#;VYS;VQI9&T960@4W5B<VED:6%R:65S
M("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA!8V-O=6YT:6YG(%!@;&E
M:65S*51J#0HP("TR+C0@5\$0-"BA"87-I<R!O9B!#;VYS;VQI9&T:6]N.B`I
M5&H-"B]@,B`Q(%1F#0HQ,"XQ,B`P(%1\$#0HH5&AE(&-O;G-O;&ED871E9"!F
M:6YA;F-I86P@<W1A=&5M96YT<R!I;F-L=61E('1H92!A8V-O=6YT<R!O9B!T
M:&4@0V]M<&%N>2!A;F0@:71S("E4:@T*+T8T(#\$@5&8-"BTQ,"XQ,B`M,2XQ
M-B!41`T**&UA:F]R:71Y+6]W;F5D('U8G-I9&EA<FEE<R!<*%PR,C-#;VUP
M86YY7#(R-&%PI+B!<,C(\$26YV97-T;65N=','@:6X@07-S;V-I871E9"!#;VUP
M86YI97-<,C(T(&%R92!C;VUP<FES960@;V8@<&%R=&YE<G-H:7!S("E4:@T*
M,"`M,2XQ,B!41`T**&%N9"!U;F-O;G-O;&ED871E9"!C;VUP86YI97,@7"A<
M,C(S=F5N='5R97-<,C(T7"D@=VAI8V@=@=&AE(\$-O;7!A;GD@9&]E<R!N;W0@
M8V]N=')O;"X@4W5C:"!I;G9E<W1M96YT<R!A<F4@86-C;W5N=&5D("E4:@T*
M5"H-"BAB>2!T:&4@97%U:71Y(&UE=&AO9"!A;F0@:6YC;'5D92P@=VAE<F4@
M87!P<F]P<FEA=&4L(&-A<&ET86QI>F5D(&EN=&5R97-T(&EN8W5R<F5D(1&1U
M<FEN9R!T:&4@8V]N<W1R=6-T:6]N('!H87-E(&]F("E4:@T*5"H-"BAQ=6%L
M:69Y:6YG(&%S<V5T<R!<*`-E92!.;W1E(#)<*2X@5&AE(\$-O;7!A;GE<,C(R
M<R!S:&%R92!O9B!E87)N:6YG<R!O9B!M:6YI;F<@=F5N='5R97,@9G)O;2!W
M:&EC:"!T:&4@0V]M<&%N>2`I5&H-"E0J#0HH<'5R8VAA<V5S(&ER;VX@;W)E
M(&ES(&-R961I=&5D('!O(%PR,C-#;W-T(&]F(\$=O;V1S(%-O;&0@86YD(\$]P
M97)A=&EN9R!%>'!E;G-E<UPR,C0@=7!O;B!S86QE(&]F('1H92!P<F]D=6-T
M+B!(!;WOM*51J#0I4*@T**&)R:7%U971T960@:7)O;B!<*%PR,C-(ODE<,C(T
M7"D@=F5N='5R92!R97-U;'!S(&%R92!R969L96-T960@87,@7#(R,T5Q=6ET
M>2!;W-S(&EN(\$-L:69F<R!A;F0@07-S;V-I871E9<R!;6UI=&5D+EP,R,C0@
M*51J#0H01C,@,2!49@T*,``M,BXS-B!41`T**\$)U<VEN97-S.B`I5&H-"B]@&
M-"`Q(%1F#0HT+C(T(#`@5\$0-"BA4:&4@0V]M<&%N>5PR,C)S(&!O;6EN86YT
M(&)U<VEN97-S(&ES('1H92!P<F]D=6-T:6]N(&%N9"!S86QE(&]F(&ER;VX@;
M;W)E('!E;&QE=',@=&\@:6YT96=R871E9"!S=&5E;"`I5&H-"BTT+C(T("TQ
M+CSV(%1\$#0HH8V]M<&%N:65S+B!4:&4@0V]M<&%N>2!M86YA9V5S(&%N9"!O
M=VYS(&EN=&5R97-T<R!I;B!M:6YE<SL@<V5L;'@:7)O;B!O<F4[(&-O;G1R
M;VQS+"!D979E;&]P<RP@86YD(&QE87-E<R`I5&H-"C`@+3\$N,3(@5\$0-"BAR
M97-E<G9E<R!T;R!M:6YE(&]W;F5R<SL@86YD(&]W;G,@86YC:6QL87)Y(&-O
M;7!A;FEE<R!P<F]V:61I;F<@<V5R=FEC97,@=&\@=&AE(&UI;F5S+B!)<F]N
M(&]R92!P<F]D=6-T:6]N("E4:@T*5"H-"BAA8W1I=FET:65S(&%R92!C;VYD
M=6-T960@:6X@3F]R=&@06UE<FEC82X@2)O;B!O<F4@:7,@;6%R:V5T960@
M:6X@3F]R=&@06UE<FEC82!A;F0@175R;W!E+B!4:&4@=&AR964@;&%R9V5S
M="`I5&H-"E0J#0HH<W1E96P@8V]M<&%N>2!C=7-T;VUE<B!A;F0@<&%R=&YE
M<B!C;VYT<FEB=71I;VYS('!O('1H92!#;VUP86YY7#(R,G,@<F5V96YU97,@
M=V5R92`Q.2!P97)C96YT+"`Q.2!P97)C96YT(&%N9"`I5&H-"E0J#0HH,3`@
M<&5R8V5N="!I;B`Q.3DY.R`R,B!P97)C96YT+"`Q-2!P97)C96YT(&%N9"`Y
M('!E<F-E;G0@:6X@,3DY.#L@86YD(#(P('!E<F-E;G0L(#\$('!E<F-E;G0@
M86YD(#\$P('!E<F-E;G0@:6X@*51J#0I4*@T**#\$Y.3<N("E4:@T*,``M,BXS
M(%1\$#0HH5&AE(\$-O;7!A;GD@:7,@9&5V96QO<&EN9R!A(&9E<G)O=7,@;65T
M86QL:6-S(&)U<VEN97-S+"!W:71H(&ET<R!I;FET:6%L(&5N=')Y(&)E:6YG
M(&\$@-#8N-2!P97)C96YT(&EN=&5R97-T(&EN(&\$@:F]I;G0@*51J#0HP("TQ
M+C\$R(%1\$#0HH=F5N='5R92P@;&]C871E9"!I;B!4<FEN:61A9"!A;F0@5&]P
M86=O+"!T;R!P<F]D=6-E(&%N9"!M87)K970@2\$))&B!3964@3F]T92`R(&]R
M,C<@1F5R<F]U<R!-971A;&QI8W,N("E4:@T*,``M,BXS(%1\$#0HH5&AE(%-A
M=F%G92!2:79E<B!-:6YE<R!O<&5R871I;VX@=&5R;6EN871E9"!P<F]D=6-T
M:6]N(&EN(\$1E8V5M8F5R+"`Q.3DV(&%N9"!S:&EP<&5D(&ET<R!R96UA:6YI
M;F<@:7)O;B!O<F4@*51J#0HP("TQ+C\$R(%1\$#0HH:6YV96YT;W)Y(1&1U<FEN
M9R!T:&4@9FER<W0@<75A<G1E<B!O9B`Q.3DW+B!4:&4@075S=')A;&EA;B!O
M<&5R871I;VX@:&%D('!O=&%L(')E=F5N=65S(&%N9"!E87)N:6YG<R!O9B`D
M,3`N.2!M:6QL:6]N("E4:@T*5"H-"BAA;F0@)#,N,2!M:6QL:6]N(&EN(#\$Y
M.3<N(%1H92!R96UA:6YI;F<@87-S971S(&%N9"!A;&P<F5L871E9"!E;G9I
M<F]N;65N=&%L(&%N9"!R96AA8FEL:71A=&EO;B!O8FQI9V%T:6]N<R!W97)E
M("E4:@T*5"H-"BAT<F%N<V9E<G)E9"!T;R!T:&4@5&%S;6%N:6%N(&=O=F5R
M;FUE;G0@:6X@,3DY-RP@<F5S=6QT:6YG(&EN(&\$@)#,N,B!M:6QL:6]N(&%F
M=&5R+71A>"!R979E<G-A;"!O9B!P<F5V:6]U<VQY("E4:@T*5"H-"BAR96-O
M<F1E9"!C;&]S961O=VX@;V)L:6=A=&EO;G,N("E4:@T*+T8S(#\$@5&8-"C`@
M+3(N,S8@5\$0-"BA2979E;G5E(%!E8V]G;FET:6]N.B`I5&H-"B]@-&-"`Q(%1F
M#OHY+C8T(#`@5\$0-"BA2979E;G5E(&ES('!E8V]G;FEZ960@;VX@<V%L97,@
M;V8@<!)O9'5C=',@=VAE;B!T:71L92!H87,@=')A;G-F97)R960L(&%N9"!O
M;B!S97)V:6-E<R!W:&5N("E4:@T*+3DN-C0@+3\$N,38@5\$0-"BAS97)V:6-E
M<R!H879E(&)E96X@<&5R9F]R;65D+B!2;WEA;'1Y(')E=F5N=64@9G)O;2!T
M:&4@0V]M<&%N>5PR,C)S('H87)E(&]F('9E;G1U<F5S7#(R,B!P<F]D=6-T
M:6]N(&ES('!E8V]G;FEZ960@*51J#0HP("TQ+C\$R(%1\$#0HH=VAE;B!T:&4@
M<@)O9'5C="!I<R!S;VQD+B!2;WEA;'1Y(')E=F5N=64@9G)O;2!T:&4@=F5N
M='5R97-<,C(R(&]T:&5R('!A<G1I8VEP86YT<R!I<R!R96-O9VYI>F5D(&]N
M('!R;V1U8W1I;VXN("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA"=7-I
M;F5S<R!2:7-K.B`I5&H-"B]@-&-"`Q(%1F#0HV+COT(#`@5\$0-"BA4:&4@;6%J
M;W(@8G5S:6YE<W,@<FES:R!F86-E9"!B>2!T:&4@0V]M<&%N>2!I;B!I<F]N
M(&]R92!I<R!L;W-E<B!C=7-T;VUE<B!O<B!V96YT=7)E('!A<G1N97(@*51J
M#OHM-BXT-"`M,2XQ-B!41`T**&-O;G-U;7!T:6]N(&]F(&ER;VX@;W)E(&9R
M;VT@=&AE(\$-O;7!A;GE<,C(R<R!O=VYE9"!A;F0@;6%N86=E9"!V96YT=7)E
M<R!W:&EC:"!M87D@<F5S=6QT(&9R;VT@8V]M<&5T:71I;VX@*51J#0HP("TQ
M+C\$R(%1\$#0HH9G)O;2!O=&AE<B!I<F]N(&]R92!S=7!P;&EE<G,[('5S92!O
M9B!I<F]N(&]R92!S=6)S=&ET=71E<RP@:6YC;'5D:6YG(&EM<&]R=&5D('E

M;6DM9FEN:7-H960<w1E96P[('-T965L(&EN9'5S=')Y("E4:@T*5"H-"BAC
M;VYS;VQI9&%T:6)N+!"R871I;VYA;&EZ871I;VX@;W(@FEN86YC:6%L(&9A
M:6QU<F4[(&]R(&1E8W)E87-E9"!.;W)T:"!!;65R:6-A;B!S=&5E;"!P<F]D
M=6-T:6)N+!"R97-U;!"1;F<@9G)O;2`I5&H-"E0J#0HH:6YC<F5A<V5D(&EM
M<&]R=',@;W(@;&]W97(@<w1E96P@8V]N<W5M<'1I;VXN(\$QO<W,@;V8@<V%L
M97,(@86YD+V]R(')O>6%L="D@86YD(&UA;F%G96UE;G0@9F5E(&EN8V]M92!O
M;B!A;GD@<W5C:"`I5&H-"E0J#0HH=6YM:71I9V%T960@;&]S<R!O9B!B=7-I
M;F5S<R!W;W5L9"!H879E(&\$@9W)E871E<B!I;7!A8W0@;VX@96%R;FEN9W,@
M=&AA;B!R979E;G5E+!"D=64@=&\@=&AE(&AI9V@@;&5V96P@;V8@9FEX960@
M*51J#0I4*!T**&-O<W!S(&EN('1H92!I<F]N(&UI;FEN9R!B=7-I;F5S<RX@
M*51J#0HR,BXX."`M,BXS(%1\$#0HH-#`@*51J#0I5`T*96YD<W1R96%M#0IE
M;F108FH-"C,@,"!O8FH-"CP\#0HO4')O8U-E="!;+U!\$1B`O5&5X="!="#HO
M1F]N="`\T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"B]@-"`V(#`@4@T*/CX-
M"B]@>"1`4W1A=&4@/#P-"B]`4S\$@-R`P(%(-"CX^#0H^/T*96YD;V)J#0HQ
M,"`P(&]B:@T*/#P-"B]`,96YG=&@@-#`R,PT*/CX-"G-T<F5A;0T*0E0-"B]@&
M,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&<-"B]`4S\$@
M9W,-"C`@5&,-"C`@5`<-"B@@("`@("`@("`@("`@("`I5&H-"B]@,R`Q
M(%1F#0HP("TR+C,V(%1\$#0HH3F]T97,@=&\@0V]N<V]L:61A=&5D(\$9I;F%N
M8VEA;"!3=&%T96UE;G1S*51J#0HO1C(@,2!49@T*, "`M,2XQ-B!41`T**\$-L
M979E;&%N9`U#;&EF9G,@26YC(&%N9`!#;VYS;VQI9&%T960@4W5B<VED:6%R
M:65S("E4:@T*, "`M,BXS(%1\$#0HH5&AE('!R:6UA<GD@8G5S:6YE<W,@<FES
M:R!F86-E9"!B>2!T: &4@0V]M<&%N>2!I;B!F97)R;W5S(&UE=&%L;&EC<R!I
M<R!T: &4@87, @>65T('5N9&5M;VYS=')A=&5D(&-A<&%B:6QI='D@;V8@=&AE
M("E4:@T*, "`M,2XQ,B!41`T**!R:6YI9&%D(&9A8VEL:71Y('!O('!R;V1U
M8V4@82!S=7-T86EN960@<75A;G1I='D@;V8@;6%R:V5T+7%U86QI='D@2\$)
M('!O(&%C:&EE=F4@<(')O9FET86)L92!O<&5R871I;VYS+B`I5&H-"B]@,R`Q
M(%1F#0HP("TR+C,V(%1\$#0HH57-E(&]F(\$5S=&EM871E<SH@*51J#0HO1C(@
M,2!49@T*-RXV-B`P(%1\$#0HH5&AE('!R97!A<F%T:6)N(&]F(&9I;F%N8VEA
M;"!S=&%T96UE;G1S+!"I;B!C;VYF;W)M:71Y('=I=&@@9V5N97)A;&QY(&%C
M8V5P=&5D(&%C8V]U;G1I;F<@*51J#0HM-RXV-B`M,2XQ-B!41`T**!R:6YC
M:7!L97,L(')E<75I<F5S(&UA;F%G96UE;G0@=&\@;&6%K92!E<W1I;6%T97,@
M86YD(&%S<W5M<'1I;VYS('1H870@869F96-T('1H92!R97!O<G1E9"!A;6]U
M;G1S(&]F(&%S<V5T<R!A;F0@*51J#0HP("TQ+C\$R(%1\$#0HH;&EA8FEL:71I
M97, @86YD(&1I<V-L;W-U<F4@;V8@8V]N=&EN9V5N="!A<W-E=',@86YD(&QI
M86)I;&ET:65S(&%T('1H92!D871E(&]F('1H92!F:6YA;F-I86P@<W1A=&5M
M96YT<R!A;F0@=&AE(')E<&]R=&5D("E4:@T*5"H-"BAA;6]U;G1S(&]F(')E
M=F5N=65S(&%N9"!E>'!E;G-E<R!D=7)I;F<@=&AE(')E<&]R=&EN9R!P97)I
M;V0N(\$C="5A;"!R97-U;!"1S(&-O=6QD(&1I9F9E<B!F<F]M(&5S=&EM871E
M<RX@*51J#0HO1C,@,2!49@T*, "`M,BXS-B!41`T**\$-A<V@@17%U:79A;&5N
M="Z("E4:@T*+T8R(#\$@5&8-"C@N,#@@,"!41`T**1H92!#;VUP86YY(&-O
M;G-I9&5R<R!I;G9E<W1M96YT<R!I;B!H:6=H;'D@;&EQ=6ED(&1E8G0@:6YS
M=")U;65N=",@=VET:"!A;B!I;FET:6%L(&UA="5R:71Y("E4:@T*+3@N,#@@
M+3\$N,38@5\$0-"BA09B!T:')E92!M;VYT:',@;W(@;&5S<RP@;W(@=VET:"!P
M=70@;W!T:6)N<R!E>&5R8VES86)L92!I;B!T:')E92!M;VYT:',@;W(@;&5S
M<RP@=&\@8F4@8V%S:"!E<75I=F%L96YT<RX@*51J#0HO1C,@,2!49@T*, "`M
M,BXS-B!41`T**\$EN=F5S=&UE;G1S.B`I5&H-"B]@,B`Q(%1F#0HU+C<V(#`@
M5\$0-"BA4: &4@0V]M<&%N>2!D971E<FUI;F5S('1H92!A<'!R;W!R:6%T92!C
M;&%S<VEF:6-A=&EO;B!O9B!D96)T(&%N9"!E<75I='D@<V5C=7)I=&EE<R!A
M="!T: &4@=&EM92!O9B`I5&H-"BTU+C<V("TQ+C\$V(%1\$#0HH<'5R8VAA<V4@
M86YD(')E979A;'5A=&5S('1H92!I;VX@87,@;V8@96%C:"!F
M:6YA;F-I86P@<W1A=&5M96YT(&1A=&4N(\$%C8V]R9&EN9VQY+!"!T: &4@0V]M
M<&%N>2!H87,@*51J#0HP("TQ+C\$R(%1\$#0HH8VQA<W-I9FEE9"!I=',@;&]N
M9RUT97)M(&5Q=6ET>2!I;G9E<W1M96YT(&%S(&%V86EL86)L92UF;W(M<V%L
M92X@079A:6QA8FQE+690<BUS86QE('1E8W5R:71I97,@87)E(&-A<G)I960@
M870@9F#I<B!V86QU92P@*51J#0HO1C0@,2!49@T*5"H-"BAW:71H('1H92!U
M;G)E86QI>F5D(&AO;&1I;F<@9V#I;G,@86YD(&QO<W-E<RP@;F5T(&]F('1A
M>"P@<F5P;W)T960@87,@82!S97!A<F%T92!C;VUP;VYE;G0@;V8@<VAA<F5H
M;VQD97)S7#(R,B!E<75I="DN("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-
M"BA\$97)I=F%T:79E(\$9I;F%N8VEA;"!);G-T<G5M96YT<SH@*51J#0HO1C0@
M,2!49@T*,30N."`P(%1\$#0HH1&5R:79A=&EV92!F:6YA;F-I86P@:6YS=')U
M;65N='L(&EN('1H92!F;W)M(&]F(&9O<G=A<F0@8W5R<F5N8WD@97AC:&%N
M9V4@*51J#0HM,30N."`M,2XQ-B!41`T**&-O;G1R86-T<RP@87)E('5S960@
M=&\@;&6%N86=E(&9O<F5I9VX@97AC:&%N9V4@<FES:W,N(%1H92!#;VUP86YY
M(&1097,@;F]T(&5N9V%G92!I;B!A8W%U:7)I;F<@;W(@:7-S=6EN9R`I5&H-
M"C`@+3\$N,3(85\$0-"BAD97)I=F%T:79E(&9I;F%N8VEA;"!I;G-T<G5M96YT
M<R!F;W(@=")A9&EN9R!P=7)P;W-E<RX@1&5S:6=N871E9"!F;W)W87)D(&5X
M8VAA;F=E(&-O;G1R86-T<R!A<F4@:&5D9VEN9R`I5&H-"E0J#0HH=')A;G-A
M8W1I;VYS('1H870@:&%Y92!B965N(&5N=&5R960@:6YT;R!W:71H('1H92!O
M8FIE8W1I=F4@;V8@;6%N86=I;F<@=&AE(')I<VL@;V8@97AC:&%N9V4@<F%T
M92!F;5C("5A=&EO;G,@=VET:"`I5&H-"E0J#0HH<F5S<&5C="!T;R!T: &4@
M;W)D:6YA<GD@;&]C86P@8W5R<F5N8WD@;V)L:6=A=&EO;G,@;V8@=&AE(\$-O
M;7!A;GE<C,R<R!O<&5R871I;VYS+B!`86EN<R!A;F0@;&]S<V5S(&%R92!R
M96-O9VYI>F5D(&EN("E4:@T*5"H-"BAT: &4@<V%M92!P97)I;V0@87,@=&AE
M(&AE9&="E9"!I<F%N<V%C=&EO;BX@*51J#0HO1C,@,2!49@T*, "`M,BXS-B!4
M1`T**\$EN=F5N=&]R:65S.B`I5&H-"B]@&-"`Q(%1F#0HU+COR(#`@5\$0-"BA
M<F]N(&]R92!I;G9E;G1O<FEE<R!A<F4@<W1A=&5D(&%T('1H92!L;W=&E<B!O
M9B!C;W-T(&]R(&UA<FME="X@5&AE(&-O<W0@:7,@9&5T97)M:6YE9"!U<VEN
M9R!T: &4@;&%S="UI;BP@*51J#0HM-2XT;B`M,2XQ-B!41`T**&9I<G-T+6]U
M="!<*%PR,C-,249/7#(R-%PI(&UE=&AO9"X@5&AE(&5X8V5S<R!O9B!C=7)R
M96YT(&-O<W0@;W9E<B!;249/(&-O<W0@;V8@:7)O;B!O<F4@:6YV96YT;W)I
M97,@=V%S("OU+CD@;6EL;&EO;B!A;F0@*51J#0HP("TQ+C\$R(%1\$#0HH)#,N
M-B!M:6QL:6]N(&%T(\$1E8V5M8F5R(#,Q+"`Q.3DY(&%N9`Q.3DX+"!R97-P
M96-T:79E;'DN(%1H92!C;W-T(&]F('1-U<!L:65S(&%N9"!O=&AE<B!I;G9E
M;G1O<FEE<R!A<F4@*51J#0I4*!T**&1E=&5R;6EN960@8GD@=&AE(&%V97)A
M9V4@8V]S="!M971H;V0N("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA0

M<F]P97)T:65S.B`I5&H-"B] &-"`Q(%1F#0HU+C`T(#`@5\$0-"BA0<F]P97)T
M:65S(&%R92!S=&%T960@870@8V]S="X@1&5P<F5C:6%T:6]N(&]F('!L86YT
M(&%N9"!E<75I<&UE;G0@:7,@8V]M<'5T960@<')I;F-I<&%L;'D@8GD@=&AE
M("E4:@T*+34N,#0@+3\$N,38@5\$0-"BAS=')A:6=H="UL:6YE(&UE=&AO9"!B
M87-E9"!O;B!E<W1I;6%T960@=7-E9G5L(&QI=F5S+"!N;W0@=&\@97AC965D
M('1H92!L:69E(&]F('1H92!O<&5R871I;F<@=6YI="P@86YD(&ES(&YO="!R
M961U8V5D("E4:@T*,"`M,2XQ,B!41`T**'=H96X@;W!E<F%T:6YG('5N:71S
M(&%R92!T96UP;W)A<FEL>2!I9&QE9"X@1&5P<F5C:6%T:6]N(&]N(&)U:6QD
M:6YG<RP@;6EN:6YG(&%N9"!P<F]C97-S:6YG(&5Q=6EP;65N="!A;F0@*51J
M#0I4@T*+&EN9F]R;6%T:6]N('!E8VAN;VQ09WD@:7,@<')O=FED960@;W9E
M<B!T:&4@9F]L;&]W:6YG(&5S=&EM871E9"!U<V5F=6P@;&EV97,Z("E4:@T*
M,3`N-3(@+3\$N,3(@5\$0-"C\$U+C4U(%1C#0I;*`@*3\$U-30P*"`I,3,U-#`H
M("DQ,#@T,"@*5U42@T*+T8R(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$U
M,2XX.2`T,S<N.#4@5&T-"C`@5&,-"ELH0G5I;&1I;F=S*2TQ-SDR,2XY*0U
M(%EE87)S*5U42@T*,"`M,2XR,30T(%1\$#0I;*\$UI;FEN9R!%<75I<&UE;G0I
M+3\$T,C(X+C,H,3`@=&\@,C`@665A<G,I751*#0I4@T*6RA0<F]C97-S:6YG
M(\$5Q=6EP;65N="DM,3(X-#`N-"@Q-2!T;R`T-2!996%R<RE=5\$H-"E0J#0I;
M*\$EN9F]R;6%T:6]N('!E8VAN;VQ09WDI+3\$R,#`X+COH,B!T;R`W(%EE87)S
M*5U42@T*+T8T(#\$@5&8-"C\$R(#`@,"`Q,B`S,#`N,C\$@,S<T+C`Q(%1M#0HH
M-#\$@*51J#0I%5`T*96YD<W1R96%M#0IE;F108FH-"C\$Q(#`@;V)J#0H\`T*
M+U!R;V-3970@6R]01\$8@+U1E>'0@70T*+T9O;G0@/#P-"B] &,B`T(#`@4@T*
M+T8S(#4@,"!2#0HO1C0@-B`P(#`-CX^#0HO17AT1U-T871E(#P#0HO1U,Q
M(#<@,"!2#0H^/@T*/CX-"F5N9&]B:@T*,3,@,"!08FH-"CP\#0HO3&5N9W1H
M(#W,#(-CX^#0IS=")E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U
M+C8U(#DV,2XP-2!4;0T*,"!G#0HO1U,Q(&=S#0HP(%1C#0HP(%1W#0HH("`@
M("`@("`@("`@("`@("`@*51J#0HO1C,@,2!49@T*,"`M,BXS-B!41`T**\$YO
M=&5S('!O(\$-O;G-O;&ED871E9"!&:6YA;F-I86P@4W1A=&5M96YT<RE4:@T*
M+T8R(#\$@5&8-"C`@+3\$N,38@5\$0-"BA#;&5V96QA;FOM0VQI9F9S(\$EN8R!A
M;F0@0V]N<V]L:61A=&5D(%-U8G-I9&EA<FEE<R`I5&H-"B] &,R`Q(%1F#0HP
M("TR+C,V(%1\$#0HH16YV:7)O;FUE;G1A;"!296UE9&EA=&EO;B!#;W-T<SH@
M*51J#0HO1C(@,2!49@T*,34N,S8@,"!41`T**%1H92!#;VUP86YY(&AA<R!A
M(&90<FUA;"!C;V1E(&]F(&5N=FER;VYM96YT86P@<')O=&5C=&EO;B!A;F0@
M<F5S=&]R871I;VXN("E4:@T*+T8T(#\$@5&8-"BTQ-2XS-B`M,2XQ-B!41`T*
M*%1H92!#;VUP86YY7#(R,G,@;V)L:6=A=&EO;G,@9F]R(&MN;W=N(&5N=FER
M;VYM96YT86P@<')O8FQE;7,@870@86-T:79E(&%N9"!C;&]S960@;6EN:6YG
M(&]P97)A=&EO;G,L(&%N9"!O=&AE<B`I5&H-"C`@+3\$N,3(@5\$0-"BAS:71E
M<R!H879E(&E)96X@<F5C;V=N:7IE9"!B87-E9"!O;B!E<W1I;6%T97,@;V8@
M=&AE(&-O<W0@;V8@:6YV97-T:6=A=&EO;B!A;F0@<F5M9611871I;VX@870@
M96%C:"!S:71E+B!)9B!T:&4@8V]S="`I5&H-"E0J#0HH8V%N(&]N;'D@8F4@
M97-T:6UA=&5D(&%S(&\$@<F%N9V4@;V8@<@]S<VEB;&4@86UO=6YT<R!W:71H
M(&YO('`-P96-I9FEC(&%M;W5N="!B96EN9R!M;W-T(&QI:V5L>2P@=&AE(&UI
M;FEM=6T@;V8@*51J#0I4@T**'1H92!R86YG92!I<R!A8V-R=65D+B!#;W-T
M<R!O9B!F=71U<F4@97AP96YD:71U<F5S(&%R92!N;W0@9&ES8V]U;G1E9"!T
M;R!T:&5I<B1P<F5S96YT('9A;'5E+B!0;W1E;G1I86P@:6YS=7)A;F-E("E4
M:@T*5"H-"BAR96-O=F5R:65S(&AA=F4@;F]T(&E)96X@<F5F;&5C=&5D(&EN
M('1H92!D971E<FU;F%T:6]N(&]F('1H92!L:6%B:6QI=&EE<RX@*51J#0HO
M1C,@,2!49@T*,"`M,BXS-B!41`T**%-T;V-K(\$-O;7!E;G-A=&EO;CH@*51J
M#0HO1C0@,2!49@T*.2XT-"`P(%1\$#0HH26X@86-C;W)D86YC92!W:71H('1H
M92!P<F]V:7-I;VYS(&]F(\$9I;F%N8VEA;"!8V-O=6YT:6YG(%-T86YD87)D
M(\$O87)D7#(R,G,@7"AC,C(S1D#30EPR,C1<*2`I5&H-"BTY+C0T("TQ+C\$V
M(%1\$#0HH4W1A=&5M96YT(#\$R,RP@7#(R,T%C8V]U;G1I;F<@9F]R(%-T;V-K
M+4)A<V5D(\$-O;7!E;G-A=&EO;BQ<,C(T('1H92!#;VUP86YY(&AA<R!E;&5C
M=&5D('!O(\$-O;G1I;G5E(&%P<@QY:6YG('1H92`I5&H-"C`@+3\$N,3(@5\$0-
M"BAP<F]V:7-I;VYS(&]F(\$%C8V]U;G1I;F<@4')I;F-I<&QE<R!";V%R9"!/
M<&EN:6]N(\$YO+B`R-2!A;F0@<F5L871E9"!I;G1E<G!R971A=&EO;G,@:6X@
M86-C;W5N=&EN9R!F;W(@:71S('`-T;V-K+2E4:@T*5"H-"BAB87-E9"!C;VUP
M96YS871I;VX@<@QA;G,N(\$%C8V]R9&EN9VQY+"!T:&4@0V]M<&%N>2!D;V5S
M(&YO="!R96-O9VYI>F4@8V]M<&5N<V%T:6]N(&5X<&5N<V4@9F]R('`-T;V-K
M(&]P=&EO;G,@*51J#0I4@T**'=H96X@=&AE('`-T;V-K(&]P=&EO;B!P<FEC
M92!A="!T:&4@9W)A;G0@9&%T92!I<R!E<75A;"!T;R!O<B!G<F5A=&5R('1H
M86X@=&AE(&9A:7@;6%R:V5T('9A;'5E(&]F('1H92!S=&]C:R!A="!T:&%T
M(&1A=&4N("E4:@T*5"H-"BA4:&4@;6%R:V5T('9A;'5E(&]F(')E<W1R:6-T
M960@<W1O8VL@87=A<F1S(&%N9"!P97)F;W)M86YC92!S:&%R97,@:7,@8VAA
M<F=E9"!T;R!E>'!E;G-E(&]V97(@=&AE('9E<W1I;F<@<&5R:6]D+B`I5&H-
M"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH17AP;&]R871I;VXL(%E<V5A<F-H
M(&%N9"!\$979E;&]P;65N="!#;W-T<SH@*51J#0HO1C0@,2!49@T*,C`N-2`P
M(%1\$#0HH17AP;&]R871I;VXL(')E<V5A<F-H(&%N9"!D979E;&]P;65N="!C
M;W-T<R!O9B!M:6YI;F<@*51J#0HM,C`N-2`M,2XQ-B!41`T**'!R;W!E<G1I
M97,@87)E(&-H87)G960@=&\@;W!E<F%T:6]N<R!A<R!I;F-U<G)E9"X@*51J
M#0HO1C,@,2!49@T*,"`M,BXS-B!41`T**\$EN8V]M92!097(@0V]M;6]N(%-H
M87)E.B`I5&H-"B] &-"`Q(%1F#0HQ,BXU(#`@5\$0-"BA"87-I8R!I;F-O;64@
M<&5R(&-O;6UO;B!S:&%R92!I<R!C86QC=6QA=&5D(&]N('1H92!A=F5R86=E
M(&YU;6)E<B!O9B!C;VUM;VX@*51J#0HM,3(N-2`M,2XQ-B!41`T**'-H87)E
M<R!O=71S=&%N9&EN9R!D=7)I;F<@96%C:"!P97)I;VON(\$1I;'5T960@:6YC
M;VUE('!E<B!C;VUM;VX@<VAA<F4@:7,@8F%\$960@;VX@=&AE(&%V97)A9V4@
M;G5M8F5R(&]F("E4:@T*,"`M,2XQ,B!41`T**&-O;6UO;B!S:&%R97,@;W5T
M<W1A;F1I;F<@9`5R:6YG(&5A8V@<&5R:6]D+!"A9&IU<W1E9"!F;W(@=&AE
M(&5F9F5C="!O9B!O=71S=&%N9&EN9R!S=&]C:R!O<'!I;VYS+"!R97-T<FEC
M=&5D('`-T;V-K("E4:@T*5"H-"BAA;F0@<&5R9F]R;6%N8V4@<VAA<F5S+B`I
M5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH4F5C;&%S<VEF:6-A=&EO;G,Z
M("E4:@T*+T8T(#\$@5&8-"C<N-C0@,"!41`T**\$-E<G1A:6X@<')I;W(@>65A
M<B!A;6]U;G1S(&AA=F4@8F5E;B!R96-L87-S:69I960@=&\@8V]N9F]R;2!T
M;R!C=7)R96YT('EE87(@8VQA<W-I9FEC871I;VYS+B`I5&H-"C\$U+C(T("TR
M+C,T(%1\$#0HH-#(@*51J#0I%5`T*96YD<W1R96%M#0IE;F108FH-"C\$T(#`@
M;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E>'0@70T*+T9O;G0@/#P-"B] &

M+COQ(%1M#0HP(&<-"BA&:6YA;F-I86P@4&]S:71I;VXI5&H-"B]&,B`Q(%1F
M#OHQ+C\$V-C@+3\$N,S@Q,2!41`T**\$-U<G)E;G0@87-S971S*51J#0HO1C,@
M,2!49@T*,34N-S8S-"`P+C`T-S8@5\$0-"ELH)"DM,S,S+COH,3DV+C4I751*
M#OH01C(@,2!49@T*-BXX.#\$V("TP+C`T-S8@5\$0-"ELH)"DM-S8R*#\$X-RXP
M*2TS-SDX+COH)"DM-S8R*#\$T-"XY*5U42@T*+T8T(\$@5&8-"BTR,BXV-#4@
M+3\$N,S,S-2!41`T**%I;R;W!E<G1I97,@7#(R-R!N970I5&H-"B]&,R`Q(%1F
M#OHQ-BXU.38X(#`N,#0W-B!41`T**#8V,"XQ*51J#0HO1C0@,2!49@T*-RXS
M,3`R("TP+C`T-S8@5\$0-"ELH-CDQ+C0I+34P-C`N-"@W,3,N."E=5\$H-"BTR
M,RXY,#<@+3\$N,S,S-2!41`T**\$]T:&5R(&QO;F<M=&5R;2!A<W-E=' ,I5&H-
M"B]&,R`Q(%1F#0HQ-RXP.38Y(#`N,#0W-B!41`T**#,P+C<I5&H-"B]&-"`Q
M(%1F#0HW+C,Q,#(@+3`N,#0W-B!41`T*6R@S,"XP*2TU-38P+C,H,CDN,"E=
M5\$H-"BTR-"XT,#<Q("TQ+C,S,S4@5\$0-"BA#=7)R96YT(&QI86)I;&ET:65S
M*51J#0HO1C,@,2!49@T*,38N,C8S-2`P+C`T-S8@5\$0-"ELH7"@Q-#4N-RDM
M,3(N-RA<*2E=5\$H-"B]&-"`Q(%1F#0HW+C,Q,#(@+3`N,#0W-B!41`T*6RA<
M*#\$U.2XX*2TQ,BXW*%PT*2TT,S@Q+C<H7"@Q-#N,RDM,3(N-RA<*2E=5\$H-
M"BTR,RXU-S,W("TQ+C,S,S4@5\$0-"BA,;VYG+71E<FT@;&EA8FEL:71I97,I
M5&H-"B]&,R`Q(%1F#0HQ-BXR-C,U(#`N,#0W-B!41`T*6RA<*#\$P-BXU*2TQ
M,BXW*%PI*5U42@T*+T8T(\$@5&8-"C<N.#\$P,R`M,"XP-#<V(%1\$#0I;)*PH
M-SDN-BDM,3(N-BA<*2DM-#@X,2XX*%PH-S0N-"DM,3(N-BA<*2E=5\$H-"D54
M#OHP+C4@1PT*,S(U+COQ(#0P-BXX.2!M#OHR.3DN-#D@-#`V+C@Y(&P-"C(Y
M.2XT.2`T,#8N.#D@;0T*,CDY+C0Y(#0P-BXT,2!L#0I3#0HP(\$<-"C(Y.2XT
M.2`T,#8N-#S@;0T*,S(U+COQ(#0P-BXT,2!L#0HS,C4N-#S@-#`V+COQ(&T-
M"C,R-2XT,2`T,#8N.#D@;`T*4PT*,XU(\$<-"C,Y.2XP.2`T,#8N.#D@;0T*
M,S8X+C@U(#0P-BXX.2!L#0HS-C@N.#4@-#`V+C@Y(&T-"C,V."XX-2`T,#8N
M-#S@;`T*4PT*,`#!#0HS-C@N.#4@-#`V+C@Q(&T-"C,Y.2XP.2`T,#8N-#S@
M;T*,SDY+C`Y(#0P-BXT,2!M#OHS.3DN,#D@-#`V+C@Y(&P-"E,-"C`N-2!`
M#OHT-S(N-S<@-#`V+C@Y(&T-"C0T,BXU,R`T,#8N.#D@;`T*#0R+C4S(#0P
M-BXX.2!M#OHT-#(N-3,@-#`V+C@Q(&P-"E,-"C@1PT*-#0R+C4S(#0P-BXT
M,2!M#OHT-S(N-S<@-#`V+C@Q(&P-"C0W,BXW-R`T,#8N-#S@;0T*#<R+C<W
M(#0P-BXX.2!L#0I3#0I*5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,30W+C,S(#,Y
M-"XQ-R!4;0T**\$YE="!A<W-E=' ,I5&H-"B]&,R`Q(%1F#0HQ-"XU.38V(#`N
M,#0W-B!41`T*6R@D*2TS,S,N-"@V,S4N,2E=5\$H-"B]&-"`Q(%1F#0HV+C@X
M,38@+3`N,#0W-B!41`T*6R@D*2TW-C(H-C8Y+C`I+3,W.3@N-"@D*2TW-C(H
M-C<P+C`I751*#0I%5`T*,XU(&<-"C(Y.2XT.2`S.3`N,S,@,C4N.3(@+3(N
M.#@<F4-"F8-"C,V."XX-2`S.3`N,S,@,S`N,C0@+3(N.#@<F4-"F8-"C0T
M,BXU,R`S.3`N,S,@,S`N,C0@+3(N.#@<F4-"F8-"D)4#0HQ,"XP-SD@,"`P
M(#\$P+C`W.2`Q,C,N.#\$@,S<V+C0Q(%1M#0HP(&<-"BA#;VUP86Y7#(R,G,@
M97%U:71Y(&EN('5N9&5R;'E!;F<@;F5T("E4:@T*,"`M,2XQ,3DR(%15#0HH
M87-S971S*51J#0HO1C,@,2!49@T*,38N.3,P,B`P+C`T-S8@5\$0-"ELH)"DM
M,S,S+COH,3@T+C@I751*#0HO1C0@,2!49@T*-BXX.#\$V("TP+C`T-S8@5\$0-
M"ELH)"DM-S8R*#\$Y-"XS*2TS-SDX+COH)"DM-S8R*#\$Y-BXW*5U42@T*150-
M"C`N-2!G#0HR.3DN-#D@,S8Q+C(Y(#(U+CDR("TR+C@X(')E#0IF#0HS-C@N
M.#4@,S8Q+C(Y(#,P+C(T("TR+C@X(')E#0IF#0HT-#(N-3,@,S8Q+C(Y(#,P
M+C(T("TR+C@X(')E#0IF#0I*5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,3(S+C@Q
M(#,T-BXQ-R!4;0T*,"!G#0HHOV]M<&N>5PR,C)S(&EN=F5S=&UE;G0I5&H-
M"B]&,R`Q(%1F#0HQ-BXX,S`R(#`N,#0W-B!41`T*6R@D*2TS,S,N-"@Q-#DN
M,RE=5\$H-"B]&-"`Q(%1F#0HV+C@X,38@+3`N,#0W-B!41`T*6R@D*2TW-C(H
M,34V+C`I+3,W.3@N-"@D*2TW-C(H,38P+C@I751*#0I%5`T*,XU(&<-"C(Y
M.2XT.2`S-#(N,S,@,C4N.3(@+3(N.#@<F4-"F8-"C,V."XX-2`S-#(N,S,@
M,S`N,C0@+3(N.#@<F4-"F8-"C0T,BXU,R`S-#(N,S,@,S`N,C0@+3(N.#@<
M<F4-"F8-"D)4#0HO1C(@,2!49@T*,3(@,"`P(\$R(#,P,"XR,2`S,3(N-3<@
M5&T-"C`@9PT**#0S("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V)J#0HQ-R`P
M(&]B:@T*/#P-"B]0<F]C4V5T(%LO4\$1&("]497AT(%T-"B]&);VYT(#P\#0HO
M1C(@-"`P(-"B]&,R`U(#`@4@T*+T8T(#8@,"!2#0HO1C4@,3@@,"!2#0H<
M/@T*+T5X=\$=3=&%T92`\`T*+T=3,2`W(#`@4@T*/CX-"CX`#0IE;F108FH-
M"C(P(#`@;V)J#0H/\`T*+TQE;F=T:"`T,S<V#0H`/@T*<W1R96M#0I*5`T*
M+T8R(\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3
M,2!G<PT*,"!48PT*,"!4=PT*""@("@"@("@"@("@"@("E4:@T*+T8S
M(\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E<R!T;R!#;VYS;VQI9&%T960@1FEN
M86YC:6%L(%-T871E;65N=' ,I5&H-"B]&,B`Q(%1F#0HP("TQ+C\$V(%1\$#0HH
M0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$-O;G-O;&ED871E9"!3=6)S:61I
M87)I97,@*51J#0HP("TR+C,@5\$0-"BA4:&4@0V]M<&N>2!M86YA9V5S(&%L
M;"!09B!T:&4@=F5N='5R97,@86YD(&QE87-E<R!O<B!S=6)L96%S97,@;6EN
M97)A;"!R:6=H=' ,@=&\@8V5R=&%I;B!V96YT=7)E<RX@26X@861D:71I;VXL
M('!H92`I5&H-"B]&-"`Q(%1F#0HP("TQ+C\$R(%1\$#0HH0V]M<&N>2!I<R!R
M97%U:7)E9"!T;R!P=7)C:&%S92!I=",@87!P;&EC86)L92!C=7)R96YT("H
M87)E+"!A<R!D969I;F5D+"!09B!T:&4@=F5N='5R97-<,C(R('!R;V1U8W1I
M;VXN(%1H92!#;VUP86Y7("E4:@T*5"H-"BAP=7)C:&%S960@)#\$W-"XW(&UI
M;&QI;VX@:6X@,3DY.2!<*#\$Y.3@M)#(U,RXY(&UI;&QI;VX[(\$Y.3<M)#(T
M,RXS(&UI;&QI;VY*2!09B!I<F]N(&]R92!P96QL971S(&9R;VT@8V5R=&%I
M;B`I5&H-"E0J#0HH=F5N='5R97,N("E4:@T*,"`M,BXS(%1\$#0HH1F]L;]&]W
M:6YG(&ES(&\$@<W5M;6%R>2!09B!R;WEA;'!I97,@86YD(&UA;F%G96UE;G0@
M9F5E<R!E87)N960@8GD@=&AE(\$-O;7!A;GD@86YD('!H92!#;VUP86Y7#(R
M,G,@<VAA<F4@87,@82`I5&H-"C`@+3\$N,3(@5\$0-"BAP87)T:6-I<&%N="!I
M;B!T:&4@=F5N='5R97,Z("E4:@T*."XQ."`M,2XQ,B!41`T*,XY-2!48PT*
M6R@@"DM,3<S,C`H("I-S@P*""I+3(X,"@*3<T,"@@"DW.#`H("DM,C@P
M*"I-SOP*""@*3<X,"@*2TR.#`H("E=5\$H-"B]&,B`Q(%1F#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`T,2`N,4N-3<@-S@T+C8U(%1M#0HP(%1C#0HH7"A);B!-:6QL
M:6]N<UPI*51J#0HO1C,@,2!49@T*+3(N-C0S,2`M,2XQ.3`V(%1\$#0HH,3DY
M.2E4:@T*+T8R(\$@5&8-"CON,C,X-2`M,"XP-#<V(%1\$#0I;)*\$Y.3@I+3(R
M,S@N-B@Q.3DW*5U42@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-
M(%M="!D#0HQ(&D@#0HT,#(N.3,@-S8X+C,S(&T-"C,W-"XX-2`W-C@N,S,@
M;T*,S<T+C@U(#<V."XS,R!M#0HS-S0N.#4@-S8W+C@U(&P-"E,-"C`@1PT*
M,S<T+C@U(#<V-RXX-2!M#0HT,#(N.3,@-S8W+C@U(&P-"COP,BXY,R`W-C<N
M.#4@;0T*#`R+CDS(<#V."XS,R!L#0I3#0HP+C4@1PT*-#0U+C8U(<#V."XS

M,R!M#0HT,3<N-3<@-S8X+C,S(&P-"C0Q-RXU-R`W-C@N,S,@;0T*-\$#W+C4W
M(#<V-RXX-2!L#0I3#0HP(\$<-"C0Q-RXU-R`W-C<N.#4@;0T*-\$#0U+C8U(#<V
M-RXX-2!L#0HT-#4N-C4@-S8W+C@U(&T-"C0T-2XV-2`W-C@N,S,@;`T*4PT*
M,"XU(\$<-"COX."XS-R`W-C@N,S,@;0T*-\$#P+C(Y(#<V."XS,R!L#0HT-C`N
M,CD@-S8X+C,S(&T-"C0V,"XR.2`W-C<N.#4@;`T*4PT*,"!`#0HT-C`N,CD@
M-S8W+C@U(&T-"COX."XS-R`W-C<N.#4@;`T*-\$#X+C,W(#<V-RXX-2!M#0HT
M.#@N,S<@-S8X+C,S(&P-"E,-"D)4#0H01C0@,2!49@T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@,3(S+C@Q(#<U-2XV,2!4;0T**\$]T:&5R('9E;G1U<F4@<@%R=&YE
M<G-<,C(R('H87)E*51J#0H01C,@,2!49@T*,CON.3`W,2`P+C`T-S8@5\$0-
M`B@D-#`N.2E4:@T*+T8T(#\$@5&8-"C@N,C,X-2`M,"XP-#<V(%1\$#0I;`*0S
M-BXT*2TQ.3@X+C8H)#,U+C<I751*#0HM,CDN,30U-B`M,2XS,S,U(%1\$#0HH
MOV]M<@%N>5PR,C)S('H87)E(%S(&\$@<@%R=&EC:7!A;GOI5&H-"B]@,R`Q
M(%1F#0HR-2XY,#<R(#`N,#0W-B!41`T**#<N-BE4:@T*+T8T(#\$@5&8-"C,N
M-S,X-2`M,"XP-#<V(%1\$#0I;`*#S+C,I+3(T.#@N-B@Q,2XX*5U42@T*150-
M"C`N-2!`#0HS.3<N-#S@-S,X+C,S(&T-"C,W.2XX.2`W,S@N,S,@;`T*,S<Y
M+C@Y(#<S."XS,R!M#0HS-SDN.#D@-S,W+C@U(&P-"E,-"C`@1PT*,S<Y+C@Y
M(#<S-RXX-2!M#0HS.3<N-#S@-S,W+C@U(&P-"C,Y-RXT,2`W,S<N.#4@;0T*
M,SDW+C@Q(#<S."XS,R!L#0I3#0HP+C4@1PT*-\$#0P+C\$S(#<S."XS,R!M#0HT
M,C(N-C\$@-S,X+C,S(&P-"C@R,BXV,2`W,S@N,S,@;0T*-\$#(R+C8Q(#<S-RXX
M-2!L#0I3#0HP(\$<-"C@R,BXV,2`W,S<N.#4@;0T*-\$#0P+C\$S(#<S-RXX-2!L
M#0HT-#`N,3,@-S,W+C@U(&T-"C@T,"XQ,R`W,S@N,S,@;`T*4PT*,"XU(\$<-
M"COX,BXX-2`W,S@N,S,@;0T*-\$#U+C,S(#<S."XS,R!L#0HT-C4N,S,@-S,X
M+C,S(&T-"COV-2XS,R`W,S<N.#4@;`T*4PT*,"!`#0HT-C4N,S,@-S,W+C@U
M(&T-"COX,BXX-2`W,S<N.#4@;`T*-\$#R+C@U(#<S-RXX-2!M#0HT.#(N.#4@
M-S,X+C,S(&P-"E,-"D)4#0HQ,"XP-SD@,`P(#\$P+C`W.2`Q,S@N,C\$@-S(U
M+C8Q(%1M#0HH5&]T86P@<F]Y86QT:65S(&%N9"!M86YA9V5M96YT(&9E97,I
M5&H-"B]@,R`Q(%1F#0HR,RXT-S@T(#`N,#0W-B!41`T**"0T."XU*51J#0HO
M1C0@,2!49@T*-"XR,S@U("TP+C`T-S8@5\$0-"ELH)#OY+C<I+3\$Y.#@N-B@D
M-#<N-2E=5\$H-"D54#0HP+C4@9PT*,S<Y+C@Y(#<R,2XW-R`Q-RXU,B`M,BXX
M."!R90T*9@T*-\$#(R+C8Q(#<R,2XW-R`Q-RXU,B`M,BXX."!R90T*9@T*-\$#8U
M+C,S(#<R,2XW-R`Q-RXU,B`M,BXX."!R90T*9@T*0E0-"B]@,B`Q(%1F#0HQ
M,B`P(#`@,3(@,C4N-C4@-CDR+C`Q(%1M#0HP(&C<-"BA087EM96YT<R!B>2!T
M:&4@0V]M<@%N>2P@87,@82!P87)T:6-I<@%N="!I;B!T:&4@=F5N='5R97,L
M(&%R92!R969L96-T960@:6X@<F]Y86QT:65S(&%N9"!M86YA9V5M96YT(&9E
M97,@<F5V96YU92`I5&H-"C`@+3\$N,3(@5\$0-"BAA;F0@8V]S="!O9B!G;V]D
M<R!S;VQD('5P;VX@<V%L92!O9B!T:&4@<'!)O9'5C="X@*51J#0HP("TR+C,@
M5\$0-"BA#;W-T<R!A;F0@97AP96YS97,@:6YC=7)R960@8GD@=&AE(\$-O;7!A
M;GDL(&]N(&E):%L9B!O9B!T:&4@=F5N='5R97,L(&%R92!C:%R9V5D('!O
M('U8V@=@F5N='5R97,@:6X@86-C;W)D86YC92`I5&H-"B]@-&-"`Q(%1F#0HP
M("TQ+C\$R(%1\$#0HH=VET:"!M86YA9V5M96YT(&%N9"!O<@5R871I;F<@86=R
M965M96YT<RX@5&AE(\$-O;7!A;GE<,C(R<R!E<75I='D@:6X@:6YC;VUE(&]F
M('1H92!V96YT=7)E<R!I<R!C<F5D:71E9"!T;R!C;W-T(&]F("E4:@T*5"H-
M"BAG;V]D<R!S;VQD(&%N9"!I;F-L=61E<R!A;6]R=&EZ871I;VX@=&@:6YC
M;VUE(&]F('1H92!D:69F97)E;F-E(&]F('1H92!#;VUP86YY7#(R,G,@97%U
M:71Y(&EN('5N9&5R;'EI;F<@;F5T(&%S<V5T<R`I5&H-"E0J#0HH86YD(&ET
M<R!I;G9E<W1M96YT(&]N('1H92!S=')A:6#H="UL:6YE(&UE=&A09"!B87-E
M9"!O;B!T:&4@=7-E9G5L(&QI=F5S(&]F('1H92!U;F1E<FQY:6YG(&%S<V5T
M<RX@5&AE(&1I9F9E<F5N8V4*51J#0I4*@T**&)E='E96X@=&AE(\$-O;7!A
M;GE<,C(R<R!E<75I='D@:6X@=6YD97)L>6EN9R!N970@87-S971S(&%N9"!R
M96-O<F1E9"!I;G9E<W1M96YT(')E<W5L=',@9G)O;2!T:&4@87-S=6UP=&EO
M;B!O9B`I5&H-"E0J#0HH:6YT97)E<W1S(&9R;VT@9F]R;65R('!A<G1I8VEP
M86YT<R!I;B!T:&4@=F5N='5R97,L(&%C<75I<VET:6]N<RP@86YD(')E;W)G
M86YI>F%T:6]N<RX@5&AE(\$-O;7!A;GE<,C(R<R!E<75I='D@:6X@=&AE("E4
M:@T*5"H-"BAI;F-O;64@;V8@=F5N='5R97,@=V%S("OT+C`@;6EL;FEO;B!I
M;B`Q.3DY(%PH,3DY."TD,CDN,R!M:6QL:6]N.R`Q.3DW+20R,RXP(&UI;&QI
M;VY<2X@*51J#0HP("TR+C,@5\$0-"BA;/B!397!T96UB97(@,C@L(#\$Y.3@L
M(\$%C;64@365T86QS(\$EN8V]R<@]R871E9"!A;F0@:71S('=H;VQL>2UO=VYE
M9"!S=6)S:61I87)Y('!%C;64@4W1E96P@0V]M<@%N>2`I5&H-"C`@+3\$N,3(@
M5\$0-"BA*-&-O;&QE8W1I=F5L>2!<,C(S06-M95PR,C1<*2P@82!P87)T;F5R
M(&EN(%=A8G5S:"!A;F0@86X@:7)O;B!O<F4@8W5S=&]M97(L('!E=&ET:6]N
M960@9F]R('!R;W1E8W1I;VX@=6YD97(@OVA<'!E<B`Q,2!O9B`I5&H-"E0J
M#0HH=&AE(%4N4RX@0F%N:W)U<'1C>2!#;V1E+B!4:&4@0V]M<@%N>2!H860@
M82`D,2XR(&UI;&QI;VX@<'!)E+7!E=&ET:6]N('1R861E(')E8V5I=F%B;&4@
M9G)O;2!8VUE+"!W:&EC:"!I<R`I5&H-"E0J#0HH<F5F;&5C=&5D(&EN('1H
M92!#;VUP86YY7#(R,G,@)#(N,B!M:6QL:6]N(&%L;&]W86YC92!F;W(@9&]U
M8G1F=6P@86-C;W5N=")N(%-I;F-E(&ET<R!F:6QI;F<L(&%C;64@:%S(&-O
M;G1I;G5E9"!I=',@*51J#0I4*@T**!)E;&%T:6]N<VAI<"!W:71H(%=A8G5S
M:"!A;F0@=&AE(\$-O;7!A;GDN("E4:@T*,C(N.#@+3(N,R!41`T**#0T("E4
M:@T*150-"F5N9"-I<F5A;0T*96YD;V)J#0HR,2`P(&]B:@T*/#P-"B]O<F]C
M4V5T(%L04\$1&("]497AT(%T-"B]@;VYT(#P\#0H01C@(-`P(%(-"B]@;R`U
M(#`@4@T*+T8T(#8@,"!2#0H^/@T*+T5X=\$=3=&T92`\`T*+T=3,2`W(#`@
M4@T*/CX-"CX^#0IE;F108FH-"C(S(#`@;V)J#0H\`T*+TQE;F=T:"`T.3(W
M#0H^/@T*<W1R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y
M-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**"@("`@`@`@
M("`@("`@("`@("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E<R!T
M;R!#;VYS;VQI9&T960@1FEN86YC:6%L(%-T871E;65N='I5&H-"B]@,B`Q
M(%1F#0HP("TQ+C\$V(%1\$#0HHVQE=F5L86YD+4-L:69F<R!);F,@86YD(\$-O
M;G-O;&ED871E9"!3=6)S:61I87)I97,@*51J#0H01C,@,2!49@T*,"`M,BXS
M-B!41`T**\$9E<G)O=7,@365T86QL:6-S*51J#0H01C(@,2!49@T*,"`M,BXS
M-"!41`T**\$-L:69F<R!A;F0@07-S;V-I871E<R!,-:6UI=&5D+"!A(&IO:6YT
M('9E;G1U<F4@:6X@5!)I;FED860@86YD(%108F%G;RP@:%S(&-O;7!I971E
M9"!C;VYS=')U8W1I;VX@;V8@82!F86-I;&ET>2!T;R`I5&H-"B]@-&-"`Q(%1F
M#0HP("TQ+C\$R(%1\$#0HH<'!)O9'5C92!P<F5M:75M('U86QI='D@2\$)('!O
M(&E(&UA<FME=&5D('!O('1H92!S=&5E;"!I;F1U<W1R>2X@5&AE('9E;G1U
M<F5<,C(R<R!P87)T:6-I<@%N='L('1H<F]U9V@<W5B<VED:6%R:65S+"`I

M5&H-"E0J#0HH:6YC; '5D92!T:&4@0V]M<&%N>2P@-#8N-2!P97)C96YT.R!4
M:&4@3%16(\$-0<G!O<F%T:6]N(%PH7#(R,TQ45EPR,C1<*2P@-#8N-2!P97)C
M96YT.R!A;F0@3'5R9VD@04<@;V8@1V5R;6%N>2P@*51J#0I4*@T**#<@<&5R
M8V5N="P@=VET:"!T:&4@0V]M<&%N>2!A<R!M86YA9V5R(&%N9"!S86QE<R!A
M9V5N="X@1F]L; &]W:6YG(&ES(&\$@<W5M;6%R>2!O9B!P<F]J96-T(&5X<&5N
M9&ET=7)E<SH@*51J#0HQ,"XU,B`M,2XQ,B!41`T*,"XT,2!48PT*6R@*3(P
M*" `I,C`H("DM,3,Y,#`H(" `I+3\$Q-#`H("DM.#(P*" `I+3\$Q-#`H(" `@*2TQ
M,COP*" `I751*#0H01C(@,2!49@T*,3`N,#<Y(#`@," `Q,"XP-SD@,S<Y+C\$W
M(#<Y-BXX.2!4;0T*,"!48PT**PH26X@36EL;&EO;G-<*2E4:@T*+T8S(#\$@
M5&8-"BTR+C(X-3D@+3\$N,3DP-B!41`T**\$-O;7!A;GDG<RE4:@T*+T8R(#\$@
M5&8-"C<N,C\$U("TP+C`T-S8@5\$0-"BA4;W1A;"E4:@T*+T8S(#\$@5&8-"BTV
M+C`W,B`M,2XQ.3`V(%1\$#0HH4VA<F4I5&H-"B] &,B`Q(%1F#0HU+C<Q-#@@
M+3`N,#0W-B!41`T**%R;VIE8W0I5&H-"D54#0HP+C4@1PT*,"!*(#`@:B`P
M+C(T(`<@,3`@32!;73`@9`T*,2!I(`T*-\$#P+C8Q(<#V."XP.2!M#0HS-#DN
M.#D@-S8X+C`Y(&P-"C,T.2XX.2`W-C@N,#D@;0T*,SOY+C@Y(#<V-RXV,2!L
M#0I3#0HP(\$-<"C,T.2XX.2`W-C<N-C\$@;0T*-\$#P+C8Q(<#V-RXV,2!L#0HT
M,3`N-C\$@-S8W+C8Q(&T-"C0Q,"XV,2`W-C@N,#D@; `T*4PT*,"XU(\$-<"C0V
M,"XR.2`W-C@N,#D@;0T*-\$#X+C`W(#<V."XP.2!L#0HT,3@N-S<@-S8X+C`Y
M(&T-"C0Q,"XW-R`W-C<N-C\$@; `T*4PT*,"!`#0HT,3@N-S<@-S8W+C8Q(&T-
M"C0V,"XR.2`W-C<N-C\$@; `T*-\$#P+C(Y(#<V-RXV,2!M#0HT-C`N,CD@-S8X
M+C`Y(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q-3\$N.#D@-S4V+C4W
M(%1M#0HH0V%P:7!A;"!E>`!E;F!I='5R97,Z*51J#0HP+C<V,B`M,2XS,S;U
M(%1\$#0HH,3DY-BE4:@T*+T8S(#\$@5&8-"C(P+C4R-3@@"XP-#<V(%1\$#0HH
M)#\$S+C\$I5&H-"B] &,B`Q(%1F#0HU+C0W-C<@+3`N,#0W-B!41`T*6R@D*2TU
M,#`N,2@R,"XR*5U42@T*+3(V+C`P,C4@+3\$N,S,S-2!41`T**\$Y.3<I5&H-
M"B] &,R`Q(%1F#0HR,2XP,C4X(#`N,#0W-B!41`T**#,U+C@I5&H-"B] &,B`Q
M(%1F#0HU+CDW-C@+3`N,#0W-B!41`T**#<W+C`I5&H-"BTR-RXP,#(V("TQ
M+C,S,S4@5\$0-"B@Q.3DX*51J#0H01C,@,2!49@T*,CSN,#(U." `P+C`T-S8@
M5\$0-"B@Q-BXW*51J#0H01C(@,2!49@T*-2XY-S8X("TP+C`T-S8@5\$0-"B@S
M-2XY*51J#0HM,C<N,#`R-B`M,2XS,S,U(%1\$#0HH,3DY.2E4:@T*+T8S(#\$@
M5&8-"C(Q+C`R-3@@"XP-#<V(%1\$#0HH,3\$N,BE4:@T*+T8R(#\$@5&8-"C4N
M.3<V." `M,"XP-#<V(%1\$#0HH,C0N,2E4:@T*150-"C`N-2!`#0HS.#DN,#\$@
M-CDX+CDW(&T-"C,W,2XT.2`V.3@N.3<@; `T*,S<Q+COY(#8Y."XY-R!M#0HS
M-S\$N-#D@-CDX+COY(&P-"E,-"C`@1PT*,"S<Q+COY(#8Y."XT.2!M#0HS.#DN
M,#\$@-CDX+COY(&P-"C,X.2XP,2`V.3@N-#D@;0T*,S@Y+C`Q(#8Y."XY-R!L
M#0I3#0HP+C4@1PT*-\$0Y+C(U(#8Y."XY-R!M#0HT,C8N-CD@-CDX+CDW(&P-
M"COR-BXV.2`V.3@N.3<@;0T*-\$#(V+C8Y(#8Y."XT.2!L#0I3#0HP(\$-<"COR
M-BXV.2`V.3@N-#D@;0T*-\$#0Y+C(U(#8Y."XT.2!L#0HT-#DN,C4@-CDX+C0Y
M(&T-"COT.2XR-2`V.3@N.3<@; `T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y
M(#\$V-RXR-2`V.#8N,C4@5&T-"BA4;W1A;"E4:@T*+T8S(#\$@5&8-"C\$Y+C<V
M,S@@"XP-#<V(%1\$#0HH)#<V+C@I5&H-"B] &,B`Q(%1F#0HU+C0W-C<@+3`N
M,#0W-B!41`T**"OQ-C4N,BE4:@T*150-"C`N-2!G#0HS-S\$N-#D@-C@R+C0Q
M(#\$W+C4R("TR+C@X(')E#0IF#0HT,C8N-CD@-C@R+COQ(#(R+C4V("TR+C@X
M(')E#0IF#0I"5`T*,3`N,#<Y(#`@," `Q,"XP-SD@,34Q+C@Y(#8V."XT.2!4
M;0T*,"!G#0HH4W1A<G0M=7`@97AP96YS93HI5&H-"C`N-S8R("TQ+C,S,S4@
M5\$0-"B@Q.3DV*51J#0H01C,@,2!49@T*,C`N-3(U." `P+C`T-S8@5\$0-"B@D
M*51J#0H01C(@,2!49@T*-2XT-S8W("TP+C`T-S8@5\$0-"C\$N-3`P,B!48PT*
M6R@D+BDQ-3`P+C(H,2E=5\$H-"BTR-BXP,#(U("TQ+C,S,S4@5\$0-"C`@5&,-
M"B@Q.3DW*51J#0H01C,@,2!49@T*,C\$N-3(U.2`P+C`T-S8@5\$0-"B@Q+C4I
M5&H-"B] &,B`Q(%1F#0HU+CDW-C@+3`N,#0W-B!41`T**#,N,BE4:@T*+3(W
M+C4P,C8@+3\$N,S,S-2!41`T**\$Y.3@I5&H-"B] &,R`Q(%1F#0HR,2XU,C4Y
M(#`N,#0W-B!41`T**#(N,RE4:@T*+T8R(#\$@5&8-"C4N.3<V." `M,"XP-#<V
M(%1\$#0HH-"XX*51J#0HM,C<N-3`R-B`M,2XS,S,U(%1\$#0HH,3DY.2E4:@T*
M+T8S(#\$@5&8-"C(Q+C4R-3D@,"XP-#<V(%1\$#0HH.2XQ*51J#0H01C(@,2!4
M9@T*-2XT-S8W("TP+C`T-S8@5\$0-"B@Q.2XU*51J#0I%5`T*,"XU(\$-<"C,X
M.2XP,2`V,3`N.#D@;0T*,S<Q+C0Y(#8Q,"XX.2!L#0HS-S\$N-#D@-C\$P+C@Y
M(&T-"C,W,2XT.2`V,3`N-#\$@; `T*4PT*,"!`#0HS-S\$N-#D@-C\$P+C0Q(&T-
M"C,X.2XP,2`V,3`N-#\$@; `T*,S@Y+C`Q(#8Q,"XT,2!M#0HS.#DN,#\$@-C\$P
M+C@Y(&P-"E,-"C`N-2!`#0HT-#DN,C4@-C\$P+C@Y(&T-"COR-BXV.2`V,3`N
M.#D@; `T*-\$#(V+C8Y(#8Q,"XX.2!M#0HT,C8N-CD@-C\$P+COQ(&P-"E,-"C`@
M1PT*-\$#(V+C8Y(#8Q,"XT,2!M#0HT-#DN,C4@-C\$P+COQ(&P-"COT.2XR-2`V
M,3`N-#\$@;0T*-\$#0Y+C(U(#8Q,"XX.2!L#0I3#0I"5`T*,3`N,#<Y(#`@," `Q
M,"XP-SD@,38W+C(U(#4Y."XQ-R!4;0T**%10=&%L*51J#0H01C,@,2!49@T*
M,3DN-S8S." `P+C`T-S8@5\$0-"B@D,3(N.2E4:@T*+T8R(#\$@5&8-"C4N-#<V
M-R`M,"XP-#<V(%1\$#0I;*"0I+34P,"XQ*#(W+C8I751*#0I%5`T*,"XU(&(-
M"C,W,2XT.2`U.30N,S,@,3<N-3(@+3(N.#@@<F4-"F8-"COR-BXV.2`U.30N
M,S,@,C(N-38@+3(N.#@@<F4-"F8-"D)4#0HQ,"XP-SD@," `P(#\$P+C`W.2`Q
M-3\$N.#D@-3@P+COQ(%1M#0HP(&(-"BA);G9E<W1M96YT(&T(\$1E8V5M8F5R
M(#,Q*CHI5&H-"C`N-S8R("TQ+C,S,S4@5\$0-"B@Q.3DV*51J#0H01C,@,2!4
M9@T*,C`N-3(U." `P+C`T-S8@5\$0-"B@D,30N-"E4:@T*+T8R(#\$@5&8-"BTR
M,"XU,C4X("TQ+C,X,3\$@5\$0-"B@Q.3DW*51J#0H01C,@,2!49@T*,C\$N,#(U
M." `P+C`T-S8@5\$0-"B@U-RXU*51J#0H01C(@,2!49@T*+3(Q+C`R-3@+3\$N
M,S@Q,2!41`T**\$Y.3@I5&H-"B] &,R`Q(%1F#0HR,2XP,C4X(#`N,#0W-B!4
M1`T**#<Y+C@I5&H-"B] &,B`Q(%1F#0HM,C\$N,#(U." `M,2XS.#\$Q(%1\$#0HH
M,3DY.2E4:@T*+T8S(#\$@5&8-"C(Q+C`R-3@@"XP-#<V(%1\$#0HH.#0N,2E4
M:@T*+T8R(#\$@5&8-"BTR,2XW.#<X("TQ+C(V,B!41`T**\$-A<&ET86QI>F5D
M(&EN=&5R97-T.BE4:@T*,"XW-C(@+3\$N,S,S-2!41`T**\$Y.38I5&H-"B] &
M,R`Q(%1F#0HR,"XU,C4X(#`N,#0W-B!41`T*,2XP,#`Q(%1C#0I;*"0N*3\$P
M,#`N,2@S*5U42@T*+T8R(#\$@5&8-"BTR,"XU,C4X("TQ+C,X,3\$@5\$0-"C`@
M5&,-"B@Q.3DV*51J#0H01C,@,2!49@T*,C\$N-3(U.2`P+C`T-S8@5\$0-"B@R
M+C,I5&H-"B] &,B`Q(%1F#0HM,C\$N-3(U.2`M,2XS.#\$Q(%1\$#0HH,3DY."E4
M:@T*+T8S(#\$@5&8-"C(Q+C4R-3D@,"XP-#<V(%1\$#0HH-"XU*51J#0H01C(@,
M,2!49@T*+3(Q+C4R-3D@+3\$N,S@Q,2!41`T**\$Y.3DI5&H-"B] &,R`Q(%1F
M#0HR,2XU,C4Y(#`N,#0W-B!41`T**\$N,RE4:@T*150-"C`N-2!`#0HS.#DN
M,#\$@-#4V+C@Q(&T-"C,W,2XT.2`T-38N.#\$@; `T*,S<Q+COY(#0U-BXX,2!M

M#0HS-S\$N-#D@-#4V+C, S (&P-"E, -"C`@1PT*, S<Q+COY (#0U-BXS, R!M#0HS
M. #DN, #S@-#4V+C, S (&P-"C, X. 2XP, 2`T-38N, S, @; OT*, S@Y+C`Q (#0U-BXX
M, 2!L#0I3#0I"5`T*+T8R (#S@5&8-"C\$P+C`W. 2`P (#`@, 3`N, #<Y (#\$V-RXR
M-2`T-#ON, #D@5&T-"BA4; W1A; "E4:@T*+T8S (#S@5&8-"C\$Y+C<V, S@E, "XP
M-#<V (%1\$#0I; *"0I+34P, "XQ*#@N-"E=5\$H-"D54#0HP+C4@9PT*, S<Q+COY
M (#0T, "XR-2`Q-RXU, B`M, BXX. "!R90T*9@T*0E0-"B] &- "Q (%1F#0HQ, B`P
M (#`@, 3 (@, 3 (S+C@Q (#0R-"XV-2!4; 0T*, "!G#0HR+C\$Y (%1C#0I; *"`@*3DR
M, "@@*5U42@T*+T8R (#S@5&8-"C\$P+C`W. 2`P (#`@, 3`N, #<Y (#S, RXX, 2`T
M, 3 (N. #D@5&T-"C @5&, -"B@J*51J#0HO1C@, 2!49@T*-"XW, 30W (#`@5\$0-
M"BA); F-L=61E<R!T: &4@0V]M<&N>5PR, C) S (&-A<&ET86QI>F5D (&EN=&SR
M97-T (&]N ('%U86QI9GEI; F<@87-S971S+BE4:@T*+T8R (#S@5&8-"C\$R (#`@
M, " `Q, B`S, # `N, C\$@, S@U+C<W (%1M#0HH-#4@*51J#0I5`T*96YD<W1R96%M
M#0IE; F108FH-"C (T (#`@; V) J#0H\ / `T*+U!R; V-3970@6R]01\$8@+U1E>'0@
M70T*+T90; G0@/#P-"B] &, B`T (#`@4@T*+T8S (#4@, "12#0HO1C@E-B`P (%
-M"CX^#0HO17AT1U-T871E (#P\#0HO1U, Q (#<@, "12#0H^/@T*/CX-"F5N9&]B
M:@T*, C8@, "!08FH-"CP\#0HO3&5N9W1H (#S@U-#DU#0H^/@T* <W1R96%M#0I"
M5`T*+T8R (#S@5&8-"C\$R (#`@, " `Q, B`R-2XV-2`Y-C\$N, #4@5&T-"C @9PT*
M+T=3, 2!G<PT*, "!48PT*, "!4=PT* " `@ (" `@ (" `@ (" `@ (" `@ ("E4:@T*
M+T8S (#S@5&8-"C @+3 (N, S8@5\$0-"BA. ; W1E<R!T; R!#; VYS; VQI9&T960@
M1FEN86YC: 6%L (%-T871E; 65N=" , I5&H-"B] &, B`Q (%1F#0HP ("TQ+C\$V (%1\$
M#0HH0VQE=F5L86YD+4-L: 69F<R!); F, @86YD (\$-O; G-O; &ED871E9"!3=6) S
M: 61I87) I97, @*51J#0HO1C4@, 2!49@T*, " `M, BXS-B!41`T**\$YO=&4@, R!<
M, C (W (%-E9VUE; G0@4F5P; W) T: 6YG*51J#0HO1C (@, 2!49@T*, " `M, BXS-"!4
M1`T**%1H92!#; VUP86YY (&AA<R!T=V@<F5P; W) T86) L92!S96=M96YT<R!O
M9F9E<FEN9R!D: 69F97) E; G0@: 7) O; B!P<F]D=6-T<R!A; F0@<V5R=FEC97, @
M=&@=&6AE ('-T965L (&EN9`5S=") Y+B!) <F]N ("E4:@T*+T8T (#S@5&8-"C @
M+3\$N, 3 (@5\$0-"BA/<F4@: 7, @=&AE (\$-O; 7!A; GE<, C (R<R!D; VUI; F%N="!S
M96=M96YT+ B!4: &4@1F5R<F]U<R!-971A; &QI8W, @<V5G; 65N="!C; VYS: 7-T
M<R!O9B!T: &4@2\$) ('E; G1U<F4@<!) O: F5C="!I; B`I5&H-"E0J#0HH5') I
M; FED860@86YD (%108F%G; R!A; F0@; W1H97 (@9&5V96QO<&UE; G1A; "1A8W1I
M=FET: 65S+B!<, C (S3W1H97) <, C (T (&EN8VQU9&5S (&YO; BUR97!O<G1A8FQE
M ('-E9VUE; G1S+"!C; &]S960@*51J#0I4*@T**&]P97) A=&EO; G, @86YD ('5N
M86QL; V-A=&5D (&-O<G!O<F%T92!A9&UI; FES=") A=&EV92!C; W-T<R!A; F0@
M; W1H97 (@: 6YC; VUE (&N9"!E>"!E; G-E+B`I5&H-"C, N-2`M, 2XQ, B!41`T*
M, "XR. 2!48PT*6R@@" ("DM, 3, Y, #`H ("`@*2TQ, S8P* " `I+3, X, "@@ ("DM-#@P
M* " `I+3\$R, C`H ("DM-S0P* " `I-#`H ("DM-S`P* " `I+3\$S-C`H ("DM, 3\$P, "@@
M*2TR, "@@*2T, #`H ("DM, 3 (R, "@@*2TX, #`H ("DM, C`H ("DM, 3\$T, "@@*2TQ
M, S8P* " `I751*#0HO1C (@, 2!49@T*, 3`N, #<Y (#`@, " `Q, "XP-SD@, S<S+C\$W
M (#<Y-BXX. 2!4; 0T*, "!48PT**%PH26X@36EL; &EO; G-<*2E4: @T*150-"C`N
M-2!`#0HP (\$H@, "1J (#`N, C0@=R`Q, "1- (%M="!D#0HQ (&D@#0HU-#0N, CD@
M-SDS+C`U (&T-"C (U, RXX. 2`W. 3, N, #4@; `T*, C4S+C@Y (#<Y, RXP-2!M#0HR
M-3, N. #D@-SDR+C4W (&P-"E, -"C`@1PT*, C4S+C@Y (#<Y, BXU-R!M#0HU-#0N
M, CD@-SDR+C4W (&P-"C4T-"XR. 2`W. 3 (N-3<@; 0T*-30T+C (Y (#<Y, RXP-2!L
M#0I3#0I"5`T*, 3`N, #<Y (#`@, " `Q, "XP-SD@, C8U+C8U (#<X, 2XU, R!4; 0T*
M6RA) <F]N*2TR-CDQ+C<H1F5R<F]U<RDM, C, W-"XS*%-E9VUE; G1S*2TW. #<T
M+C, H0V]N<V]L: 61A=&5D*5U42@T*, "XP-S\$T ("TQ+C\$Q. 3 (@5\$0-"ELH3#<E
M*2TR-# , P* \$TI, "XQ*5T86QL: 6-S*2TR. 30U+C8H5&]T86PI+3, W-#8N. 2A/
M=&AE<BDM-#, Q. 2A4; W1A; "E=5\$H-"D54#0HP+C4@1PT*, CDS+CDW (#<V-BXT
M, 2!M#0HR-3, N. #D@-S8V+C0Q (&P-"C (U, RXX. 2`W-C8N-#\$@; 0T*, C4S+C@Y
M (#<V-2XY, R!L#0I3#0HP (\$<- "C (U, RXX. 2`W-C4N. 3, @; 0T*, CDS+CDW (#<V
M-2XY, R!L#0HR. 3, N. 3<@-S8U+CDS (&T-"C (Y, RXY-R`W-C8N-#\$@; `T*4PT*
M, "XU (\$<- "C, T. 2XQ-R`W-C8N-#\$@; 0T*, S`P+C8Y (#<V-BXT, 2!L#0HS, #`N
M-CD@-S8V+C0Q (&T-"C, P, "XV. 2`W-C4N. 3, @; `T*4PT*, "1`#0HS, #`N-CD@
M-S8U+CDS (&T-"C, T. 2XQ-R`W-C4N. 3, @; `T*, S0Y+C\$W (#<V-2XY, R!M#0HS
M-#DN, 3<@-S8V+C0Q (&P-"E, -"C`N-2!`#0HT, 3 (N-3, @-S8V+C0Q (&T-"C, U
M-2XT, 2`W-C8N-#\$@; `T*, S4U+C0Q (#<V-BXT, 2!M#0HS-34N-#\$@-S8U+CDS
M (&P-"E, -"C`@1PT*, S4U+C0Q (#<V-2XY, R!M#0HT, 3 (N-3, @-S8U+CDS (&P-
M"COQ, BXU, R`W-C4N. 3, @; 0T*-#\$R+C4S (#<V-BXT, 2!L#0I3#0HP+C4@1PT*
M-#8W+C<S (#<V-BXT, 2!M#0HT, 3DN-#D@-S8V+C0Q (&P-"C0Q. 2XT. 2`W-C8N
M-#\$@; 0T*-#\$Y+COY (#<V-2XY, R!L#0I3#0HP (\$<- "COQ. 2XT. 2`W-C4N. 3, @
M; 0T*-#8W+C<S (#<V-2XY, R!L#0HT-C<N-S, @-S8U+CDS (&T-"COV-RXW, R`W
M-C8N-#\$@; `T*4PT*, "XU (\$<- "C4T-"XR. 2`W-C8N-#\$@; 0T*-#<T+C8Y (#<V
M-BXT, 2!L#0HT-S0N-CD@-S8V+C0Q (&T-"C0W-"XV. 2`W-C4N. 3, @; `T*4PT*
M, "1`#0HT-S0N-CD@-S8U+CDS (&T-"C4T-"XR. 2`W-C4N. 3, @; `T*-30T+C (Y
M (#<V-2XY, R!M#0HU-#0N, CD@-S8V+C0Q (&P-"E, -"D) 4#0HO1C, @, 2!49@T*
M, 3`N, #<Y (#`@, " `Q, "XP-SD@-C<N-C4@-S4T+C\$W (%1M#0HH, 3DY. 2E4:@T*
M, " `M, 2XS, S, U (%1\$#0I; *%-A; &5S (&N9"!S97) V: 6-E<R!T; R!E>'1E<FYA
M; "1C=7-T; VUE<G, I+3\$U. 3<N, R@D, S`U+C<I+3 (T-CON. 2@D*2TU, 3DQ*`0S
M, #4N-RDM, S (U, "XW*"0I+34X-3<N-R@D, S`U+C<I751*#0I4*@T*6RA2; WEA
M; "1I97, @86YD (&UA; F%G96UE; G0@9F5E<UPH, 5PI*2TU, #0Q+C (H-#2-2DM
M. 3\$U-2XY*#OX+C4I+3\$P-C`X+C0H-#@N-2E=5\$H-"D54#0HP+C4@1PT*, C@R
M+CDS (#<R, BXY-R!M#0HR-C`N, S<@-S (R+CDW (&P-"C (V, "XS-R`W, C (N. 3<@
M; 0T*, C8P+C, W (#<R, BXT. 2!L#0I3#0HP (\$<- "C (V, "XS-R`W, C (N-#D@; 0T*
M, C@R+CDS (#<R, BXT. 2!L#0HR. # (N. 3, @-S (R+C0Y (&T-"C (X, BXY, R`W, C (N
M. 3<@; `T*4PT*, "XU (\$<- "C, S, RXX, 2`W, C (N. 3<@; 0T*, S\$R+CDS (#<R, BXY
M-R!L#0HS, 3 (N. 3, @-S (R+CDW (&T-"C, Q, BXY, R`W, C (N-#D@; `T*4PT*, "1`
M#0HS, 3 (N. 3, @-S (R+C0Y (&T-"C, S, RXX, 2`W, C (N-#D@; `T*, S, S+C@Q (#<R
M, BXT. 2!M#0HS, S, N. #S@-S (R+CDW (&P-"E, -"C`N-2!`#0HS. 3 (N. #4@-S (R
M+CDW (&T-"C, W, "XR. 2`W, C (N. 3<@; `T*, S<P+C (Y (#<R, BXY-R!M#0HS-S`N
M, CD@-S (R+C0Y (&P-"E, -"C`@1PT*, S<P+C (Y (#<R, BXT. 2!M#0HS. 3 (N. #4@
M-S (R+C0Y (&P-"C, Y, BXX-2`W, C (N-#D@; 0T*, SDR+C@U (#<R, BXY-R!L#0I3
M#0HP+C4@1PT*-#4Q+C8U (#<R, BXY-R!M#0HT, S`N-S<@-S (R+C0Y (&P-"C0S
M, "XW-R`W, C (N. 3<@; 0T*-# , P+C<W (#<R, BXT. 2!L#0I3#0HP (\$<- "C0S, "XW
M-R`W, C (N-#D@; 0T*-#4Q+C8U (#<R, BXT. 2!L#0HT-3\$N-C4@-S (R+C0Y (&T-
M"COU, 2XV-2`W, C (N. 3<@; `T*4PT*, "XU (\$<- "C4Q-RXT, 2`W, C (N. 3<@; 0T*

M-#DT+C@U (<R, BXY-R!L#0HT.30N.#4@-S (R+CDW (&T-"COY-"XX-2`W, C (N M-#D@; `T*4PT*, "!"#0HT.30N.#4@-S (R+COY (&T-"C4Q-RXT, 2`W, C (N-#D@ M; `T*-3\$W+COQ (#<R, BXT.2!M#0HU, 3<N-#\$@-S (R+CDW (&P-"E, -"D) 4#0HQ M, "XP-SD@, " `P (#\$P+C`W.2`W-"XQ, R`V, 3`N-S, @5&T-"ELH5&]T86P@;W!E M<F#T:6YQ (')E=F5N=65S*2TW.#\$R+CDH, S4T+C (I+3@V-38H, S4T+C (I+3\$P M, 3`X+C4H, S4T+C (I751*#0I5`T*, "XU (\$<-"C (X, BXY, R`W, #8N-#\$@; 0T* M, C8P+C, W (#<P-BXT, 2!L#0HR-C`N, S<@-S`V+COQ (&T-"C (V, "XS-R`V, #4N M, C\$@; `T*4PT*, "!"#0HR-C`N, S<@-S`U+C (Q (&T-"C (X, BXY, R`W, #4N, C\$@ M; `T*, C@R+CDS (#<P-2XR, 2!M#0HR.# (N.3, @-S`V+COQ (&P-"E, -"C`N-2!` M#0HS, S, N.#\$@-S`V+COQ (&T-"C, Q, BXY, R`W, #8N-#\$@; `T*, S\$R+CDS (#<P M-BXT, 2!M#0HS, 3 (N.3, @-S`U+C (Q (&P-"E, -"C`@1PT*, S\$R+CDS (#<P-2XR M, 2!M#0HS, S, N.#\$@-S`U+C (Q (&P-"C, S, RXX, 2`W, #4N, C\$@; 0T*, S, S+C@Q M (#<P-BXT, 2!L#0I3#0HP+C4@1PT*, SDR+C@U (#<P-BXT, 2!M#0HS-S`N, CD@ M-S`V+COQ (&P-"C, W, "XR.2`W, #8N-#\$@; 0T*, S<P+C (Y (#<P-2XR, 2!L#0I3 M#0HP (\$<-"C, W, "XR.2`W, #4N, C\$@; 0T*, SDR+C@U (#<P-2XR, 2!L#0HS.3 (N M.#4@-S`U+C (Q (&T-"C, Y, BXX-2`W, #8N-#\$@; `T*4PT*, "XU (\$<-"COU, 2XV M-2`W, #8N-#\$@; 0T*-#, P+C<W (#<P-BXT, 2!L#0HT, S`N-S<@-S`V+COQ (&T- M"COS, "XW-R`V, #4N, C\$@; `T*4PT*, "!"#0HT, S`N-S<@-S`U+C (Q (&T-"COU M, 2XV-2`W, #4N, C\$@; `T*-#4Q+C8U (#<P-2XR, 2!M#0HT-3\$N-C4@-S`V+COQ M (&P-"E, -"C`N-2!`#0HU, 3<N-#\$@-S`V+COQ (&T-"COY-"XX-2`W, #8N-#\$@ M; `T*-#DT+C@U (#<P-BXT, 2!M#0HT.30N.#4@-S`U+C (Q (&P-"E, -"C`@1PT* M-#DT+C@U (#<P-2XR, 2!M#0HU, 3<N-#\$@-S`U+C (Q (&P-"C4Q-RXT, 2`W, #4N M, C\$@; 0T*-3\$W+COQ (#<P-BXT, 2!L#0I3#0I5`T*, 3`N, #<Y (#`@, "`Q, "XP M-SD@-C`N-C4@-CDS+C0U (%1M#0I; *\$EN8V]M92!<*QO<W-<*2!B9690<F4@ M=&%X97, I+3@U.38N.2@S, 2XW*2TR.38T+C@H7"@Q, 2XX*2TQ, BXV*%PI*2TS M-S8R+C8H, 3DN.2DM, S<U, "XV*%PH, 34N, BDM, 3 (N-BA<*2DM-#DR.2XT*#0N M-RE=5\$H-"E0J#0I; *\$1E<')E8VEA=&EO;B!A;F0@86UO<G1I>F%T:6]N7"@R M7"DI+34S-#8N, B@R, BXU*2TY, 34U+CDH, C (N-2DM, 3`V, #@N-"@R, BXU*5U4 M2@T*5"H-"ELH17%U:71Y (&QO<W, I+3 (P, 30P+C\$H7"@Y+C\$I+3\$R+C4H7"DI M+3, Y, CDN, RA<*#DN, 2DM, 3 (N-2A<*2DM, 3`T, CDN.2A<*#DN, 2DM, 3 (N-2A< *2E=5\$H-"E0J#0I; *\$EN=F5S=&UE; G1S (&EN (&5Q=6ET>2!M971H;V0@:6YV M97-T965S*2TR-#4V+C, H, 30Y+C, I+3, R.3@N, R@X-"XQ*2TS-C`W+C@H, C, S M+C0I+3\$P, 3`X+C4H, C, S+C0I751*#0I4*%T*6RA/=&AE<B!I9&5N=&EF:6%B M; &4@87-S971S*2TX-S@X+C@H-# (S+C, I+3, W.3@N-"@Q+C4I+3, V, #<N-R@T M, CON."DM-#`X-"XQ*# (Q+C4I+30R-S0N-2@T-#8N, RE=5\$H-"D54#0HP+C4@ M1PT*, C@R+CDS (#8S-2XS-R!M#0HR-C`N, S<@-C, U+C, W (&P-"C (V, "XS-R`V M, S4N, S<@; 0T*, C8P+C, W (#8S-"XX.2!L#0I3#0HP (\$<-"C (V, "XS-R`V, S0N M.#D@; 0T*, C@R+CDS (#8S-"XX.2!L#0HR.# (N.3, @-C, T+C@Y (&T-"C (X, BXY M, R`V, S4N, S<@; `T*4PT*, "XU (\$<-"C, S, RXX, 2`V, S4N, S<@; 0T*, S\$R+CDS M (#8S-2XS-R!L#0HS, 3 (N.3, @-C, U+C, W (&T-"C, Q, BXY, R`V, SON.#D@; `T* M4PT*, "!"#0HS, 3 (N.3, @-C, T+C@Y (&T-"C, S, RXX, 2`V, SON.#D@; `T*, S, S M+C@Q (#8S-"XX.2!M#0HS, S, N.#\$@-C, U+C, W (&P-"E, -"C`N-2!`#0HS.3 (N M.#4@-C, U+C, W (&T-"C, W, "XR.2`V, S4N, S<@; `T*, S<P+C (Y (#8S-2XS-R!M M#0HS-S`N, CD@-C, T+C@Y (&P-"E, -"C`@1PT*, S<P+C (Y (#8S-"XX.2!M#0HS M.3 (N.#4@-C, T+C@Y (&P-"C, Y, BXX-2`V, SON.#D@; 0T*, SDR+C@U (#8S-2XS M-R!L#0I3#0HP+C4@1PT*-#4Q+C8U (#8S-2XS-R!M#0HT, S`N-S<@-C, U+C, W M (&P-"COS, "XW-R`V, S4N, S<@; 0T*-#, P+C<W (#8S-"XX.2!L#0I3#0HP (\$<- M"COS, "XW-R`V, SON.#D@; 0T*-#4Q+C8U (#8S-"XX.2!L#0HT-3\$N-C4@-C, T M+C@Y (&T-"COU, 2XV-2`V, S4N, S<@; `T*4PT*, "XU (\$<-"C4Q-RXT, 2`V, S4N M, S<@; 0T*-#DT+C@U (#8S-2XS-R!L#0HT.30N.#4@-C, U+C, W (&T-"COY-"XX M-2`V, SON.#D@; `T*4PT*, "!"#0HT.30N.#4@-C, T+C@Y (&T-"C4Q-RXT, 2`V M, SON.#D@; `T*-3\$W+COQ (#8S-"XX.2!M#0HU, 3<N-#\$@-C, U+C, W (&P-"E, - M"D) 4#0HQ, "XP-SD@, " `P (#\$P+C`W.2`W-"XQ, R`V, C, N, 3, @5&T-"ELH5&]T M86P@87-S971S*2TQ, S4P-BXT*4W, BXV*2TS, CDX+C, H.#4N-BDM, S8P-RXX M*#8U. "XR*2TT, #@T+C\$H, C\$N-2DM-# (W-"XU*#8W.2XW*5U42@T*150-"C`N M-2!`#0HR.# (N.3, @-C\$X+C@Q (&T-"C (V, "XS-R`V, 3@N.#\$@; `T*, C8P+C, W M (#8Q. "XX, 2!M#0HR-C`N, S<@-C\$W+C8Q (&P-"E, -"C`@1PT*, C8P+C, W (#8Q M-RXV, 2!M#0HR.# (N.3, @-C\$W+C8Q (&P-"C (X, BXY, R`V, 3<N-C\$@; 0T*, C@R M+CDS (#8Q. "XX, 2!L#0I3#0HP+C4@1PT*, S, S+C@Q (#8Q. "XX, 2!M#0HS, 3 (N M.3, @-C\$X+C@Q (&P-"C, Q, BXY, R`V, 3@N.#\$@; 0T*, S\$R+CDS (#8Q-RXV, 2!L M#0I3#0HP (\$<-"C, Q, BXY, R`V, 3<N-C\$@; 0T*, S, S+C@Q (#8Q-RXV, 2!L#0HS M, S, N.#\$@-C\$W+C8Q (&T-"C, S, RXX, 2`V, 3@N.#\$@; `T*4PT*, "XU (\$<-"C, Y M, BXX-2`V, 3@N.#\$@; 0T*, S<P+C (Y (#8Q. "XX, 2!L#0HS-S`N, CD@-C\$X+C@Q M (&T-"C, W, "XR.2`V, 3<N-C\$@; `T*4PT*, "!"#0HS-S`N, CD@-C\$W+C8Q (&T- M"C, Y, BXX-2`V, 3<N-C\$@; `T*, SDR+C@U (#8Q-RXV, 2!M#0HS.3 (N.#4@-C\$X M+C@Q (&P-"E, -"C`N-2!`#0HT-3\$N-C4@-C\$X+C@Q (&T-"COS, "XW-R`V, 3@N M.#\$@; `T*-#, P+C<W (#8Q. "XX, 2!M#0HT, S`N-S<@-C\$W+C8Q (&P-"E, -"C`@ M1PT*-#, P+C<W (#8Q-RXV, 2!M#0HT-3\$N-C4@-C\$W+C8Q (&P-"COU, 2XV-2`V M, 3<N-C\$@; 0T*-#4Q+C8U (#8Q. "XX, 2!L#0I3#0HP+C4@1PT*-3\$W+COQ (#8Q M. "XX, 2!M#0HT.30N.#4@-C\$X+C@Q (&P-"COY-"XX-2`V, 3@N.#\$@; 0T*-#DT M+C@U (#8Q-RXV, 2!L#0I3#0HP (\$<-"COY-"XX-2`V, 3<N-C\$@; 0T*-3\$W+COQ M (#8Q-RXV, 2!L#0HU, 3<N-#\$@-C\$W+C8Q (&T-"C4Q-RXT, 2`V, 3@N.#\$@; `T* M4PT*0E0-"C\$P+C`W.2`P (#`@, 3`N, #<Y (#8W+C8U (#8P-2XX-2!4; 0T*6RA0 M<F]P97)T>2!E>`!E; F1I='5R97-<*#)<*2DM.#@W, RXY*# (P+C@I+3, R.3@N M, B@Q, 2XR*2TT, 3`W+C@H, S (N, "DM, 3`V, #@N-"@S, BXP*5U42@T*+T8T (#\$@ M5&8-"C\$R (#`@, " `Q, B`V-RXV-2`U.3 (N-#\$@5&T-"B@*51J#0HO1C, @, 2!4 M9@T*, 3`N, #<Y (#`@, "`Q, "XP-SD@-C<N-C4@-3<Y+CDS (%1M#0HH, 3DY."E4 M:@T*+T8R (#\$@5&8-"C`@+3\$N, C8R (%1\$#0I; *%-A; &5S (&%N9"!S97)V:6`E M<R!T;R!E>`!E<FYA; " !C=7-T;VUE<G, I+3 (U-# (N, B@D-#0T+C\$I+3 (T-C0N M.2@d*2TU, 3DQ*0T-#0N, 2DM, S (U, "XW*0I+34X-3<N-R@D-#0T+C\$I751* M#0HP ("TQ+C (Q-#0@5\$0-"ELH4F]Y86QT:65S (&%N9"!M86YA9V5M96YT (&9E M97-<*#%<*2DM-3<V-"XQ*#0Y+C<I+3DQ-34N.2@T.2XW*2TQ, #8P. "XT*#0Y M+C<I751*#0I5`T*, "XU (\$<-"C (X, BXY, R`U-3\$N, 3, @; 0T*, C8P+C, W (#4U M, 2XQ, R!L#0HR-C`N, S<@-34Q+C\$S (&T-"C (V, "XS-R`U-3`N-C4@; `T*4PT* M, "!"#0HR-C`N, S<@-34P+C8U (&T-"C (X, BXY, R`U-3`N-C4@; `T*, C@R+CDS

M(#4U,"XV-2!M#0HR.#(N.3,@-34Q+C\$S(&P-"E,-"C`N-2!'#0HS,S,N.#\$@M-34Q+C\$S(&T-"C,Q,BXY,R`U-3\$N,3,@:`T*,S\$R+CDS(#4U,2XQ,R!M#0HSM,3(N.3,@-34P+C8U(&P-"E,-"C`@1PT*,S\$R+CDS(#4U,"XV-2!M#0HS,S,NM.#\$@-34P+C8U(&P-"C,S,RXX,2`U-3`N-C4@;OT*,S,S+C@Q(#4U,2XQ,R!M#0I3#0HP+C4@1PT*,SDR+C@U(#4U,2XQ,R!M#0HS-S`N,CD@-34Q+C\$S(&P-"C,W,"XR.2`U-3\$N,3,@;OT*,S<P+C(Y(#4U,"XV-2!L#0I3#0HP(\$<-"C,W,M,"XR.2`U-3`N-C4@;OT*,SDR+C@U(#4U,"XV-2!L#0HS.3(N.#4@-34P+C8UM(&T-"C,Y,BXX-2`U-3\$N,3,@;`T*4PT*,"XU(\$<-"COU,2XV-2`U-3\$N,3,@M;OT*-,P+C<W(#4U,2XQ,R!M#0HT,S`N-S<@-34Q+C\$S(&T-"COS,"XW-R`UM-3`N-C4@;`T*4PT*,"!`#0HT,S`N-S<@-34P+C8U(&T-"COU,2XV-2`U-3`N-M-C4@;`T*-,#4Q+C8U(#4U,"XV-2!M#0HT-3\$N-C4@-34Q+C\$S(&P-"E,-"C`N-M-2!'#0HU,3<N-#\$@-34Q+C\$S(&T-"C0Y-"XX-2`U-3\$N,3,@;`T*-,#DT+C@UM(#4U,2XQ,R!M#0HT.30N.#4@-34P+C8U(&P-"E,-"C`@1PT*-,#DT+C@U(#4U,M,"XV-2!M#0HU,3<N-#\$@-34P+C8U(&P-"C4Q-RXT,2`U-3`N-C4@;OT*-,3\$WM+C0Q(#4U,2XQ,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-S0N,3,@M-3,Y+C8Q(%1M#0I;*\$%10=&%L[]P97)A=&EN9R!R979E;G5E<RDM.#4S-BXXM*#0Y,RXX*2TX-C4V*#0Y,RXX*2TQ,#\$P."XU*#0Y,RXX*5U42@T*150-"C`N-M-2!'#0HR.#(N.3,@-3,U+C<W(&T-"C(V,"XS-R`U,S4N-S<@;`T*,C8P+C,W(M(#4S-2XW-R!M#0HR-C`N,S<@-3,T+C4W(&P-"E,-"C`@1PT*,C8P+C,W(#4SM-"XU-R!M#0HR.#(N.3,@-3,T+C4W(&P-"C(X,BXY,R`U,SON-3<@;OT*,C@RM+CDS(#4S-2XW-R!L#0I3#0HP+C4@1PT*,S,S+C@Q(#4S-2XW-R!M#0HS,3(NM.3,@-3,U+C<W(&P-"C,Q,BXY,R`U,S4N-S<@;OT*,S\$R+CDS(#4S-"XU-R!L#0I3#0HP(\$<-"C,Q,BXY,R`U,SON-3<@;OT*,S,S+C@Q(#4S-"XU-R!L#0HSM,S,N.#\$@-3,T+C4W(&T-"C,S,RXX,2`U,S4N-S<@;`T*4PT*,"XU(\$<-"C,Y,M,BXX-2`U,S4N-S<@;OT*,S<P+C(Y(#4S-2XW-R!L#0HS-S`N,CD@-3,U+C<WM(&T-"C,W,"XR.2`U,SON-3<@;`T*4PT*,"!`#0HS-S`N,CD@-3,T+C4W(&T-"M"C,Y,BXX-2`U,SON-3<@;`T*,SDR+C@U(#4S-"XU-R!M#0HS.3(N.#4@-3,UM+C<W(&P-"E,-"C`N-2!'#0HT-3\$N-C4@-3,U+C<W(&T-"COS,"XW-R`U,S4NM-S<@;`T*-,P+C<W(#4S-2XW-R!M#0HT,S`N-S<@-3,T+C4W(&P-"E,-"C`@M1PT*-,P+C<W(#4S-"XU-R!M#0HT-3\$N-C4@-3,T+C4W(&P-"COU,2XV-2`UM,SON-3<@;OT*-,#4Q+C8U(#4S-2XW-R!L#0I3#0HP+C4@1PT*-3\$W+C0Q(#4SM-2XW-R!M#0HT.30N.#4@-3,U+C<W(&P-"C0Y-"XX-2`U,S4N-S<@;OT*-,#DTM+C@U(#4S-"XU-R!L#0I3#0HP(\$<-"C0Y-"XX-2`U,SON-3<@;OT*-,3\$W+C0QM(#4S-"XU-R!L#0HU,3<N-#\$@-3,T+C4W(&T-"C4Q-RXT,2`U,S4N-S<@;`T*M4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#8W+C8U(#4R,RXU,R!4;OT*6RA)M;F-O;64@7"AL;W-S7"D@8F5F;W)E('1A>&5S*2TY,#OQ+C@H.3\$N-BDM,S0VM-"XY*%PH-2XU*2TQ,BXU*%PI*2TS-S8R+C8H.#8N,2DM,S<U,"XV*%PH,30NM,RDM,3(N-BA<*2DM-#0R.2XT*#<Q+C@I751*#0I4*@T*6RA\$97!R96-I871IM;VX@86YD(&%M;W)T:7IA=&EO;EPH,EPI*2TV,CDR+C\$H,C`N,RDM.3\$U-2XYM*#(P+C,I+3\$P-C`X+C@H,C`N,RE=5\$H-"E0J#0I;*\$5Q=6ET>2`L;W-S*2TRM,#,V,RXQ*%PH,BXS*2TQ,BXU*%PI*2TS.3(Y+C,H7"@R+C,I+3\$R+C4H7"DI M+3\$P-#(Y+CDH7"@R+C,I+3\$R+C4H7"DI751*#0I4*@T*6RA);G9E<W1M96YT M<R!I;B!E<75I='D@;65T: &]D(&EN=F5S=&5E<RDM,S,T-2XS*#\$U-BXP*2TSM,CDX+C,H-SDN-"DM,S8P-RXX*#(S-2XT*2TQ,#\$P."XU*#(S-2XT*5U42@T*M5"H-"ELH3W1H97(@:61E;G1I9FEA8FQE(&%S<V5T<RDM.30U-BXW*#0V."XSM*2TT,CDX+COH+C@I+3,V,#<N-B@T-CDN,2DM-#`X-"XQ*#\$Y+C,I+30R-SONM-2@T.#@N-"E=5\$H-"D54#0HP+C4@1PT*,C@R+CDS(#0W,"XW,R!M#0HR-C`NM,S<@-#<P+C<S(&P-"C(V,"XS-R`T-S`N-S,@;OT*,C8P+C,W(#0W,"XR-2!LM#0I3#0HP(\$<-"C(V,"XS-R`T-S`N,C4@;OT*,C@R+CDS(#0W,"XR-2!L#0HRM.#(N.3,@-#<P+C(U(&T-"C(X,BXY,R`T-S`N-S,@;`T*4PT*,"XU(\$<-"C,S,M,RXX,2`T-S`N-S,@;OT*,S\$R+CDS(#0W,"XW,R!L#0HS,3(N.3,@-#<P+C<SM(&T-"C,Q,BXY,R`T-S`N,C4@;`T*4PT*,"!`#0HS,3(N.3,@-#<P+C(U(&T-"M"C,S,RXX,2`T-S`N,C4@;`T*,S,S+C@Q(#0W,"XR-2!M#0HS,S,N.#\$@-#<P+M+C<S(&P-"E,-"C`N-2!'#0HS.3(N.#4@-#<P+C<S(&T-"C,W,"XR.2`T-S`N-M-S,@;`T*,S<P+C(Y(#0W,"XW,R!M#0HS-S`N,CD@-#<P+C(U(&P-"E,-"C`@M1PT*,S<P+C(Y(#0W,"XR-2!M#0HS.3(N.#4@-#<P+C(U(&P-"C,Y,BXX-2`T-M-S`N,C4@;OT*,SDR+C@U(#0W,"XW,R!L#0I3#0HP+C4@1PT*-#4Q+C8U(#0WM,"XW,R!M#0HT,S`N-S<@-#<P+C<S(&P-"COS,"XW-R`T-S`N-S,@;OT*-,P M+C<W(#0W,"XR-2!L#0I3#0HP(\$<-"COS,"XW-R`T-S`N,C4@;OT*-,#4Q+C8UM(#0W,"XR-2!L#0HT-3\$N-C4@-#<P+C(U(&T-"COU,2XV-2`T-S`N-S,@;`T*M4PT*,"XU(\$<-"C4Q-RXT,2`T-S`N-S,@;OT*-,#DT+C@U(#0W,"XW,R!L#0HTM.30N.#4@-#<P+C<S(&T-"C0Y-"XX-2`T-S`N,C4@;`T*4PT*,"!`#0HT.30NM.#4@-#<P+C(U(&T-"C4Q-RXT,2`T-S`N,C4@;`T*-3\$W+C0Q(#0W,"XR-2!M#0HU,3<N-#\$@-#<P+C<S(&P-"E,-"D)4#0HQ,"XP-SD@,`P(#\$P+C`W.2`WM-"XQ,R`T-3DN,C\$@5&T-"ELH5&]T86P@87-S971S*2TQ,S<X-"XS*#8R-"XSM*2TS,CDX+C,H.#`N,BDM,S8P-RXX*#<P-"XU*2TT,#@T+C\$H,3DN,RDM-#(WM-"XU*#<R,RXX*5U42@T*150-"C`N-2!'#0HR.#(N.3,@-#4U+C,W(&T-"C(V,M,"XS-R`T-34N,S<@;`T*,C8P+C,W(#0U-2XS-R!M#0HR-C`N,S<@-#4T+C\$W M(&P-"E,-"C`@1PT*,C8P+C,W(#0U-"XQ-R!M#0HR.#(N.3,@-#4T+C\$W(&P-"M"C(X,BXY,R`T-30N,3<@;OT*,C@R+CDS(#0U-2XS-R!L#0I3#0HP+C4@1PT* M,S,S+C@Q(#0U-2XS-R!M#0HS,3(N.3,@-#4U+C,W(&P-"C,Q,BXY,R`T-34NM,S<@;OT*,S\$R+CDS(#0U-"XQ-R!L#0I3#0HP(\$<-"C,Q,BXY,R`T-30N,3<@M;OT*,S,S+C@Q(#0U-"XQ-R!L#0HS,S,N.#\$@-#4T+C\$W(&T-"C,S,RXX,2`TM-34N,S<@;`T*4PT*,"XU(\$<-"C,Y,BXX-2`T-34N,S<@;OT*,S<P+C(Y(#0UM-2XS-R!L#0HS-S`N,CD@-#4U+C,W(&T-"C,W,"XR.2`T-30N,3<@;`T*4PT* M,"!`#0HS-S`N,CD@-#4T+C\$W(&T-"C,Y,BXX-2`T-30N,3<@;`T*,SDR+C@UM(#0U-"XQ-R!M#0HS.3(N.#4@-#4U+C,W(&P-"E,-"C`N-2!'#0HT-3\$N-C4@M-#4U+C,W(&T-"COS,"XW-R`T-34N,S<@;`T*-,P+C<W(#0U-2XS-R!M#0HTM,S`N-S<@-#4T+C\$W(&P-"E,-"C`@1PT*-,P+C<W(#0U-"XQ-R!M#0HT-3\$NM-C4@-#4T+C\$W(&P-"COU,2XV-2`T-30N,3<@;OT*-,#4Q+C8U(#0U-2XS-R!LM#0I3#0HP+C4@1PT*-3\$W+C0Q(#0U-2XS-R!M#0HT.30N.#4@-#4U+C,W(&P-"M"C0Y-"XX-2`T-30N,3<@;OT*-,#DT+C@U(#0U-"XQ-R!L#0HU,3<N-#\$@-#4T+C\$WM(&T-"C4Q-RXT,2`T-34N,S<@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y M(#8W+C8U(#0T,RXQ,R!4;OT*6RA0<F]P97)T>2!E>!E;F1I='5R97<-#<*)<

M*2DM.38U,2XX*#,Q+C<I+3,R.3@N,B@Q-BXW*2TT,3`W+C@H-#@N-"DM,3`V
M,#@N-"@T."XT*5U42@T*+T8T(#\$@5&8-"C\$R(#`@,"`Q,B`V-RXV-2`T,S`N
M,3<@5&T-"B@*51J#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N
M-C4@-#S\$V+C<S(%1M#0HH,3DY-RE4:@T*+T8R(#\$@5&8-"C`@+3\$N,C8R(%1\$
M#0I;*\$-A;&5S(&%N9"!S97)V:6-E<R!T;R!E>'!E<FYA;"!C=7-T;VUE<G,I
M+3(U-#(N,B@D,S@Q+CDI+3(T-C@N.2@D*2TU,3DQ*#OS.#\$N.2DM,S(U,"XW
M*"OI+3@S,RXU*#DN-2DM,S<W-"XT*"OS.3\$N-"E=5\$H-"C`@+3\$N,C\$T-"!4
M1`T*6RA2;WEA;'1I97,@86YD(&UA;F%G96UE;G@9F5E<UPH,5PI*2TU-S8T
M+C\$H-#<N-"DM.3\$U-2XY*#0W+C0I+34P.#0N,2@N,2DM-#<W-"XT*#0W+C4I
M751*#OI%5`T*,"XU(\$<-"C(X,BXY,R`S.#<N.3,@;OT*,C8P+C,W(#,X-RXY
M,R!L#0HR-C`N,S<@,S@W+CDS(&T-"C(V,"XS-R`S.#<N-#4@;`T*4PT*,"!'
M#0HR-C`N,S<@,S@W+C0U(&T-"C(X,BXY,R`S.#<N-#4@;`T*,C@R+CDS(#,X
M-RXT-2!M#0HR.#(N.3,@,S@W+CDS(&P-"E,-"C`N-2!'#0HS,S,N.#\$@,S@W
M+CDS(&T-"C,Q,BXY,R`S.#<N.3,@;`T*,S\$R+CDS(#,X-RXY,R!M#0HS,3(N
M.3,@,S@W+C0U(&P-"E,-"C`@1PT*,S\$R+CDS(#,X-RXT-2!M#0HS,S,N.#\$@
M,S@W+C0U(&P-"C,S,RXX,2`S.#<N-#4@;OT*,S,S+C@Q(#,X-RXY,R!L#0I3
M#0HP+C4@1PT*,SDR+C@U(#,X-RXY,R!M#0HS-S`N,CD@,S@W+CDS(&P-"C,W
M,"XR.2`S.#<N.3,@;OT*,S<P+C(Y(#,X-RXT-2!L#0I3#0HP(\$<-"C,W,"XR
M.2`S.#<N-#4@;OT*,SDR+C@U(#,X-RXT-2!L#0HS.3(N.#4@,S@W+C0U(&T-
M"C,Y,BXX-2`S.#<N.3,@;`T*4PT*,"XU(\$<-"C@U,2XV-2`S.#<N.3,@;OT*
M-#,P+C<W(#,X-RXY,R!L#0HT,S`N-S<@,S@W+CDS(&T-"COS,"XW-R`S.#<N
M-#4@;`T*4PT*,"!`#0HT,S`N-S<@,S@W+C0U(&T-"COU,2XV-2`S.#<N-#4@
M;`T*#4Q+C8U(#,X-RXT-2!M#0HT-3\$N-C4@,S@W+CDS(&P-"E,-"C`N-2!'
M#0HU,3<N-#\$@,S@W+CDS(&T-"C0Y-"XX-2`S.#<N.3,@;`T*#DT+C@U(#,X
M-RXY,R!M#0HT.30N.#4@,S@W+C0U(&P-"E,-"C`@1PT*#DT+C@U(#,X-RXT
M-2!M#0HU,3<N-#\$@,S@W+C0U(&P-"C4Q-RXT,2`S.#<N-#4@;OT*-3\$W+C0Q
M(#,X-RXY,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-S0N,3,@,S<V
M+C0Q(%1M#0I;*\$1O=&%L(&]P97)A=&EN9R!R979E;G5E<RDM.#4S-BXX*#0R
M.2XS*2TX-C4V*#0R.2XS*2TT-3@T+C\$H.2XV*2TT,C<T+C0H-#,X+CDI751*
M#OI%5`T*,"XU(\$<-"C(X,BXY,R`S-S(N-3<@;OT*,C8P+C,W(#,W,BXU-R!L
M#0HR-C`N,S<@,S<R+C4W(&T-"C(V,"XS-R`S-S\$N,S<@;`T*4PT*,"!`#0HR
M-C`N,S<@,S<Q+C,W(&T-"C(X,BXY,R`S-S\$N,S<@;`T*,C@R+CDS(#,W,2XS
M-R!M#0HR.#(N.3,@,S<R+C4W(&P-"E,-"C`N-2!'#0HS,S,N.#\$@,S<R+C4W
M(&T-"C,Q,BXY,R`S-S(N-3<@;`T*,S\$R+CDS(#,W,BXU-R!M#0HS,3(N.3,@
M,S<Q+C,W(&P-"E,-"C`@1PT*,S\$R+CDS(#,W,2XS-R!M#0HS,S,N.#\$@,S<Q
M+C,W(&P-"C,S,RXX,2`S-S\$N,S<@;OT*,S,S+C@Q(#,W,BXU-R!L#0I3#0HP
M+C4@1PT*,SDR+C@U(#,W,BXU-R!M#0HS-S`N,CD@,S<R+C4W(&P-"C,W,"XR
M.2`S-S(N-3<@;OT*,S<P+C(Y(#,W,2XS-R!L#0I3#0HP(\$<-"C,W,"XR.2`S
M-S\$N,S<@;OT*,SDR+C@U(#,W,2XS-R!L#0HS.3(N.#4@,S<Q+C,W(&T-"C,Y
M,BXX-2`S-S(N-3<@;`T*4PT*,"XU(\$<-"C@U,2XV-2`S-S(N-3<@;OT*-#,P
M+C<W(#,W,BXU-R!L#0HT,S`N-S<@,S<R+C4W(&T-"COS,"XW-R`S-S\$N,S<@
M;`T*4PT*,"!`#0HT,S`N-S<@,S<Q+C,W(&T-"COU,2XV-2`S-S\$N,S<@;`T*
M-#4Q+C8U(#,W,2XS-R!M#0HT-3\$N-C4@,S<R+C4W(&P-"E,-"C`N-2!'#0HU
M,3<N-#\$@,S<R+C4W(&T-"C0Y-"XX-2`S-S(N-3<@;`T*#DT+C@U(#,W,BXU
M-R!M#0HT.30N.#4@,S<Q+C,W(&P-"E,-"C`@1PT*#DT+C@U(#,W,2XS-R!M
M#0HU,3<N-#\$@,S<Q+C,W(&P-"C4Q-RXT,2`S-S\$N,S<@;OT*-3\$W+C0Q(#,W
M,BXU-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N-C4@,S8P+C,S
M(%1M#0I;*\$EN8V]M92!<*&QO<W-<*2!B9690<F4@=&%X97,I+3DP-#\$.N."@W
M.2XU*2TS-#8T+CDH7"@S+C@I+3\$R+C4H7"DI+3,W-C(N-B@W-2XW*2TT,C4P
M+C<H7"@S+C\$1+3\$R+C4H7"DI+30T,CDN-"@W,BXV*5U42@T*5`H-"ELH1&5P
M<F5C:6%T:6]N(&%N9"!A;6]R=&EZ871I;VY<*#)<*2DM-C(Y,BXQ*#\$X+CDI
M+3DQ-34N.2@Q."XY*2TQ,#8P."XT*#\$X+CDI751*#0I4*#6RA%<75I='D@
M:6YC;VUE(%PH;&]S<UPT*2TQ-C4P,RXT*%PH,2XU*2TQ,BXU*%PI*2TS.3(Y
M+C,H7"Q+C4I+3\$R+C4H7"DI+30W,S@N.2@N*3`H,2DM-#DT,2A<*#\$\$N-"DM
M,3(N-2A<*2E=5\$H-"E0J#0I;*\$EN=F5S=&UE;G1S(&EN(&5Q=6ET>2!M971H
M;V0@:6YV97-T965S*2TS,SOU+C,H,38P+C@I+3,R.3@N,R@U-RXU*2TS-C`W
M+C@H,C\$X+C,I+3\$P,3`X+C4H,C\$X+C,I751*#0I4*#6RA/=&AE<B!I9&5N
M=&EF:6%B; &4@87-S971S*2TY-#4V+C<H-#4X+C`I+30R.3@N-"@N-2DM,S8P
M-RXV*#0U."XU*2TT,@T+C\$H,3<N-2DM-#(W-"XU*#0W-BXP*5U42@T*150-
M"C`N-2!'#0HR.#(N.3,@,S`W+C4S(&T-"C(V,"XS-R`S.#<N-3,@;`T*,C8P
M+C,W(#,P-RXU,R!M#0HR-C`N,S<@,S`W+C`U(&P-"E,-"C`@1PT*,C8P+C,W
M(#,P-RXP-2!M#0HR.#(N.3,@,S`W+C`U(&P-"C(X,BXY,R`S.#<N,4@;OT*
M,C@R+CDS(#,P-RXU,R!L#0I3#0HP+C4@1PT*,S,S+C@Q(#,P-RXU,R!M#0HS
M,3(N.3,@,S`W+C4S(&P-"C,Q,BXY,R`S.#<N-3,@;OT*,S\$R+CDS(#,P-RXP
M-2!L#0I3#0HP(\$<-"C,Q,BXY,R`S.#<N,4@;OT*,S,S+C@Q(#,P-RXP-2!L
M#0HS,S,N.#\$@,S`W+C`U(&T-"C,S,RXX,2`S.#<N-3,@;`T*4PT*,"XU(\$<-
M"C,Y,BXX-2`S.#<N-3,@;OT*,S<P+C(Y(#,P-RXU,R!L#0HS-S`N,CD@,S`W
M+C4S(&T-"C,W,"XR.2`S.#<N,4@;`T*4PT*,"!`#0HS-S`N,CD@,S`W+C`U
M(&T-"C,Y,BXX-2`S.#<N,4@;`T*,SDR+C@U(#,P-RXP-2!M#0HS.3(N.#4@
M,S`W+C4S(&P-"E,-"C`N-2!'#0HT-3\$N-C4@,S`W+C4S(&T-"COS,"XW-R`S
M,#<N-3,@;`T*#-#,P+C<W(#,P-RXU,R!M#0HT,S`N-S<@,S`W+C`U(&P-"E,-
M"C`@1PT*#-#,P+C<W(#,P-RXP-2!M#0HT-3\$N-C4@,S`W+C`U(&P-"COU,2XV
M-2`S.#<N,4@;OT*#-4@+C8U(#,P-RXU,R!L#0I3#0HP+C4@1PT*-3\$W+C0Q
M(#,P-RXU,R!M#0HT.30N.#4@,S`W+C4S(&P-"C0Y-"XX-2`S.#<N-3,@;OT*
M-#DT+C@U(#,P-RXP-2!L#0I3#0HP(\$<-"C0Y-"XX-2`S.#<N,4@;OT*-3\$W
M+C0Q(#,P-RXP-2!L#0HU,3<N-#\$@,S`W+C`U(&T-"C4Q-RXT,2`S.#<N-3,@
M;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#<T+C\$S(#(Y-BXP,2!4;OT*
M6RA4;W1A;"!A<W-E='I,1+3\$S-S@T+C,H-C\$X+C@I+3,R.3@N,R@U."XP*2TS
M-C`W+C@H-C<V+C@I+30P.#0N,2@Q-RXU*2TT,C<T+C4H-CDT+C,I751*#0I%
M5`T*,"XU(\$<-"C(X,BXY,R`R.3(N,3<@;OT*,C8P+C,W(#(Y,BXQ-R!L#0HR
M-C`N,S<@,CDR+C\$W(&T-"C(V,"XS-R`R.3`N.3<@;`T*4PT*,"!`#0HR-C`N
M,S<@,CDP+CDW(&T-"C(X,BXY,R`R.3`N.3<@;`T*,C@R+CDS(#(Y,"XY-R!M
M#0HR.#(N.3,@,CDR+C\$W(&P-"E,-"C`N-2!'#0HS,S,N.#\$@,CDR+C\$W(&T-
M"C,Q,BXY,R`R.3(N,3<@;`T*,S\$R+CDS(#(Y,BXQ-R!M#0HS,3(N.3,@,CDP
M+C@W(&P-"E,-"C`@1PT*,S\$R+CDS(#(Y,"XY-R!M#0HS,S,N.#\$@,CDP+CDW

M(&P-"C,S,RXX,2`R.3`N.3<@;0T*,S,S+C@Q(#(Y,BXQ-R!L#0I3#0HP+C4@M1PT*,SDR+C@U(#(Y,BXQ-R!M#0HS-S`N,CD@,CDR+C\$W(&P-"C,W,"XR.2`R.M.3(N,3<@;0T*,S<P+C(Y(#(Y,"XY-R!L#0I3#0HP(\$<-"C,W,"XR.2`R.3`N.M.3<@;0T*,SDR+C@U(#(Y,"XY-R!L#0HS.3(N.#4@,CDP+CDW(&T-"C,Y,BXXM-2`R.3(N,3<@;`T*4PT*,`XU(\$<-"C@U,2XV-2`R.3(N,3<@;0T*`-#,P+C<W M(#(Y,BXQ-R!L#0HT,S`N-S<@,CDR+C\$W(&T-"COS,"XR-R`R.3`N.3<@;`T*M4PT*,`"!`#0HT,S`N-S<@,CDP+CDW(&T-"COU,2XV-2`R.3`N.3<@;`T*`-#4QM+C8U(#(Y,"XY-R!M#0HT-3\$N-C4@,CDR+C\$W(&P-"E,-"C`N-2!`#0HU,3<N M-#S@,CDR+C\$W(&T-"COY-"XX-2`R.3(N,3<@;`T*`-#DT+C@U(#(Y,BXQ-R!M#0HT.3ON.#4@,CDP+CDW(&P-"E,-"C`@1PT*`-#DT+C@U(#(Y,"XY-R!M#0HUM,3<N-#S@,CDP+CDW(&P-"C4Q-RXT,2`R.3`N.3<@;0T*`-3\$W+C@Q(#(Y,BXQM-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N-C4@,C<Y+CDS(%1MM#0I;`%R;W!E<GLY(&5X<&5N9&ET=7)E<UPH,EPI*2TY-C4Q+C@H,3DN-BDM M,S(Y."XR*#,U+C@I+3@Q,#<N."@U-2XT*2TQ,#8P."XT*#4U+C@I751*#0HOM1C@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#(U,BXX,2!4;0T**%PH,5PI("`@M(\$EN8VQU9&5S(')E=F5N=64@9G)0;2!T:4@0V]M<&%N>2=S('H87)E(&]F M('9E;G1U<F5S)R!P<F5]D=6-T:6]N('1H870@:7,@<F5C;V=N:7IE9"!W:&5N M('1H92!P<F]D=6-T(&ES("E4:@T*,"`M,2XQ,B!41`T**`-O;&ON("E4:@T* M,"`M,BXS(%1\$#0HH7"@R7"D@("`@26YC;'5D97,@0V]M<&%N>2=S('H87)E M(&]F(&%S<V]C:6%T960@8V]M<&%N:65S+B`I5&H-"C(R+C@X("TR+C,@5\$0-M#B@T-B`I5&H-"D54#0IE;F1S=')E86T-"F5N9&]B:@T*,C<@,"!08FH-"CP`M#0HO4`)O@U-E="!;+U!\$1B`O5&5X="!="#OHO1F]N="`\/`T*+T8R(#0@,"!2M#OHO1C,@-2`P(%(-"B]@&-"`V(#`@4@T*+T8U(#\$X(#`@4@T*/CX-"B]@>`1`M4W1A=4@/#P-"B)`4S\$@-R`P(%("CX^#OH^/@T*96YD;V]J#0HR.2`P(&]B M:@T*/#P-"B],96YG=&@-3DY,PT*/CX-"G-T<F5A;0T*0E0-"B]@&B`Q(%1FM#0HQ,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&-"B)`4S\$@9W,-"C`@M5&,-"C`@5`<-"B@@"("`@("`@("`@("`@("`@("I5&H-"B]@&R`Q(%1F#0HP M("TR+C,V(%1\$#0HH3F]T97,@=&\@0V]N<V]L:61A=&5D(\$9I;F%N8VEA;"!3M=&%T96UE;G1S*51J#0HO1C(@,2!49@T*,"`M,2XQ-B!41`T**\$-L979E;&%N M9"U#;&EFG,@26YC(&%N9"!#;VYS;VQI9&%T960@4W5B<VED:6%R:65S("E4M:@T*,"`M,BXS(%1\$#0HH26YC;'5D960@:6X@=&AE(&-O;G-O;&ED871E9"!FM:6YA;F-I86P@<W1A=&5M96YT<R!A<F4@=&AE(&9O;&QO=VEN9R!A;6]U;G1S M(')E;&%T:6YG('!O(&=E;V=R87!H:6,@;&]C871I;VYS.B`I5&H-"C`@+3\$N M,3(@5\$0-"C\$N-CD@5&,-"ELH("I+3\$Y-C@P*"@("DT,"@@"@`@*30P*"`I M+3(P*"`I+3(P*"`I+3(P*"`I-#`H("E=5\$H-"C\$P+C`W.2`P(#`@,3`N,#<Y M(#0S,BXY,R`X-C8N,#\$@5&T-"C`@5&,-"BA<*\$EN(\$UI;&QI;VYS7"DI5&H-M"D54#0HP+C4@1PT*,"!*(#`@:B`P+C(T('<@,3`@32!;73`@9`T*,2!I("T M-3@V+C4S(@@V,BXQ-R!M#0HS,S\$N,3<@.#8R+C\$W(&P-"C,S,2XQ-R`X-C(N M,3<@;0T*,S,Q+C\$W(@@V,2XV.2!L#0I3#0HP(\$<-"C,S,2XQ-R`X-C\$N-CD@M;0T*`-3@V+C4S(@@V,2XV.2!L#0HU.#8N-3,@.#8Q+C8Y(&T-"C4X-BXU,R`X M-C(N,3<@;`T*4PT*0E0-"B]@&R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S M-34N-C4@.#0Y+CDS(%1M#0HH,3DY.2E4:@T*+T8R(#\$@5&8-"CDN,C\$U,B`M M,"XP-#<V(%1\$#0I;*\$Y.3@I+3<R,SDN,2@Q.3DW*5U42@T*150-"C`N-2!`M#0HT,#`N,CD@.#0U+C8Q(&T-"C,S,2XQ-R`X-#4N-CS@;`T*,S,Q+C\$W(#@T M-2XV,2!M#0HS,S\$N,3<@.#0U+C\$S(&P-"E,-"C`@1PT*,S,Q+C\$W(#@T-2XQM,R!M#0HT,#`N,CD@.#0U+C\$S(&P-"C@P,"XR.2`X-#4N,3,@;0T*`-#`P+C(Y M(#@T-2XV,2!L#0I3#0HP+C4@1PT*`-#DS+C\$W(#@T-2XV,2!M#0HT,C,N.#S@M.#0U+C8Q(&P-"COR,RXX,2`X-#4N-CS@;0T*`-#(S+C@Q(#@T-2XQ,R!L#0I3M#0HP(\$<-"COR,RXX,2`X-#4N,3,@;0T*`-#DS+C\$W(#@T-2XQ,R!L#0HT.3,N M,3<@.#0U+C\$S(&T-"COY,RXQ-R`X-#4N-CS@;`T*4PT*,"XU(\$<-"C4X-BXUM,R`X-#4N-CS@;0T*`-3\$V+CDS(#@T-2XV,2!L#0HU,38N.3,@.#0U+C8Q(&T-M"C4Q-BXY,R`X-#4N,3,@;`T*4PT*,"!`#0HU,38N.3,@.#0U+C\$S(&T-"C4XM-BXU,R`X-#4N,3,@;`T*`-3@V+C4S(#@T-2XQ,R!M#0HU.#8N-3,@.#0U+C8QM(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`R-2XV-2`X,SON,#D@5&T-M"BA2979E;G5E*51J#0I%5`T*,C4N-C4@.#,S+C\$S(&T-"C8Q+C\$W(#@S,RXQM,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C\$N,3<@.#,T+C`Y(%1MM#0HH7"@Q7"DI5&H-"BTQ+C(Q-#0@+3\$N,S,S-2!41`T**%5N:71E9"!3=&T M97,I5&H-"B]@&R`Q(%1F#0HR.2XX,3(T(#`N,#0W-B!41`T**%0S,3`N-2E4M:@T*+T8R(#\$@5&8-"CDN,3DQ-"`M,"XP-#<V(%1\$#0I;*\$0T-#0N,RDM-C4QM,BXY*0S.#,N,BE=5\$H-"BTS.2XP,#,W("TQ+C,S,S4@5\$0-"BA#86YA9&\$I M5&H-"B]@&R`Q(%1F#0HS,"XX,3(U(#`N,#0W-B!41`T**#,V+C4I5&H-"B]@&M,B`Q(%1F#0HY+C\$Y,30@+3`N,#0W-B!41`T*6R@T,BXQ*2TW-3\$R+CDH,S@NM.2E=5\$H-"BTT,"XP,#,X("TQ+C,S,S4@5\$0-"BA/=AE<B!#;W5N=')I97,I M5&H-"B]@&R`Q(%1F#0HS,2XS,3(U(#`N,#0W-B!41`T**#<N,BE4:@T*+T8RM(#\$@5&8-"CDN,3DQ-"`M,"XP-#<V(%1\$#0I;*\$<N-"DM-S4Q,BXX*\$V+C@I M751*#0I%5`T*,"XU(\$<-"C,W-RXP,2`W.#DN.3,@;0T*,S4T+C@U(#<X.2XY M,R!L#0HS-30N-#4@-S@Y+CDS(&T-"C,U-"XT-2`W.#DN-#4@;`T*4PT*,"!`M#0HS-30N-#4@-S@Y+C@U(&T-"C,W-RXP,2`W.#DN-#4@;`T*,S<W+C`Q(#<X M.2XT-2!M#0HS-S<N,#\$@-S@Y+CDS(&P-"E,-"C`N-2!`#0HT-CDN-C4@-S@Y M+CDS(&T-"COT-RXP.2`W.#DN.3,@;`T*`-#0W+C`Y(#<X.2XY,R!M#0HT-#<N M,#D@-S@Y+C@U(&P-"E,-"C`@1PT*`-#0W+C`Y(#<X.2XT-2!M#0HT-CDN-C4@M-S@Y+C@U(&P-"COV.2XV-2`W.#DN-#4@;0T*`-#8Y+C8U(#<X.2XY,R!L#0I3M#0HP+C4@1PT*`-38S+C`Q(#<X.2XY,R!M#0HU-#`N-#4@-S@Y+CDS(&P-"C4T M,"XT-2`W.#DN.3,@;0T*`-30P+C@U(#<X.2XT-2!L#0I3#0HP(\$<-"C4T,"XT M-2`W.#DN-#4@;0T*`-38S+C`Q(#<X.2XT-2!L#0HU-C,N,#\$@-S@Y+C@U(&T-M"C4V,RXP,2`W.#DN.3,@;`T*4PT*0E0-"B]@&R`Q(%1F#0HQ,"XP-SD@,"`P M(#\$P+C`W.2`S-#DN-#S@-S<W+C8Y(%1M#0HH)#,U-"XR*51J#0HO1C(@,2!4 M9@T*.2XQ.3\$T("TP+C`T-S8@5\$0-"ELH)#0Y,RXX*2TV-3\$R+CDH)#0S."XY M*5U42@T*150-"C`N-2!G#0HS-30N-#4@-S<S+C,W(#(R+C4V("TR+C@X(')E M#0IF#0HT-#<N,#D@-S<S+C,W(#(R+C4V("TR+C@X(')E#0IF#0HU-#`N-#4@M-S<S+C,W(#(R+C4V("TR+C@X(')E#0IF#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP M-SD@,C4N-C4@-S4Y+C@U(%1M#0HP(&C<-"BA;VYG+4QI=F5D(%\$S<V5T<RE4 M:@T*150-"C(U+C8U(#<U."XT.2!M#0HQ,#(N.3,@-S4X+C@Y(&P-"E,-"D)4 M#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q,#(N.3,@-S4Y+C@U(%1M#0HH7"@R7"DI M5&H-"BTU+C,U-S<@+3\$N,S,S-2!41`T**%5N:71E9"!3=&T97,I5&H-"B]@&

M,R`Q(%1F#0HR.2XX,3(T(#`N,#0W-B!41`T**"OR.34N.2E4:@T*+T8R(#\$Q
M5&8-"CDN,3DQ-"M,"XP-#<V(%1\$#0I;*"OR.3@N,2DM-C4Q,BXY*"OR.#8N
M,"E=5\$H-"BTS.2XP,#,W("TQ+C,S,S4@5\$0-"BA#86YA9&\$I5&H-"B] &,R`Q
M(%1F#0HS,"XX,3(U(#`N,#0W-B!41`T**\$#V+C`I5&H-"B] &,B`Q(%1F#0HY
M+C\$Y,30@+3`N,#0W-B!41`T*6R@Q-BXX*2TW-3\$R+CDH,3<N."E=5\$H-"BT
M,"XP,#,X("TQ+C,S,S4@5\$0-"BA4<FEN:61A9"!A;F0@5&]B86=O*51J#0HO
M1C,@,2!49@T*,S`N.#\$R-2`P+C`T-S8@5\$0-"B@W-BXX*51J#0HO1C(@,2!4
M9@T*.2XQ.3\$T("TP+C`T-S8@5\$0-"ELH-C4N-BDM-S4Q,BXY*#0X+CDI751*
M#0I%5`T*,"XU(\$-<C,W-RXP,2`W,34N,CD@;0T*,S4T+COU(#<Q-2XR.2!L
M#OHS-30N-#4@-SSU+C(Y(&T-"C,U-"XT-2`W,30N.#\$@;`T*4PT*,"!`#0HS
M-30N-#4@-S\$T+C@Q(&T-"C,W-RXP,2`W,30N.#\$@;`T*,S<W+C`Q(#<Q-"XX
M,2!M#OHS-S<N,#\$@-SSU+C(Y(&P-"E,-"C`N-2!`#0HT-CDN-C4@-SSU+C(Y
M(&T-"COT-RXP.2`W,34N,CD@;`T*-*#0W+C`Y(#<Q-2XR.2!M#0HT-#<N,#D@
M-S\$T+C@Q(&P-"E,-"C`@1PT*-*#0W+C`Y(#<Q-"XX,2!M#0HT-CDN-C4@-S\$T
M+C@Q(&P-"COV.2XV-2`W,30N.#\$@;0T*-*#8Y+C8U(#<Q-2XR.2!L#0I3#0HP
M+C4@1PT*-38S+C`Q(#<Q-2XR.2!M#0HU-#`N-#4@-SSU+C(Y(&P-"C4T,"XT
M-2`W,34N,CD@;0T*-30P+C0U(#<Q-"XX,2!L#0I3#0HP(\$-<"C4T,"XT-2`W
M,30N.#\$@;0T*-38S+C`Q(#<Q-"XX,2!L#0HU-C,N,#\$@-S\$T+C@Q("C4V
M,RXP,2`W,34N,CD@;`T*4PT*0E0-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P
M+C`W.2`S-#DN-#S@-S`S+C`U(%1M#0HH)#,X."XW*51J#0HO1C(@,2!49@T*
M.2XQ.3\$T("TP+C`T-S8@5\$0-"ELH)#,X,"XU*2TV-3\$R+CDH)#,U,BXW*5U4
M2@T*150-"C`N-2!G#0HS-30N-#4@-CDX+C<S(#(R+C4V("TR+C@X(')E#0IF
M#OHT-#<N,#D@-CDX+C<S(#(R+C4V("TR+C@X(')E#0IF#0HU-#`N-#4@-CDX
M+C<S(#(R+C4V("TR+C@X(')E#0IF#0HR-2XV-2`V-S@N,#D@-34N.3(@+3\$N
M,B!R90T*9@T*0E0-"C\$R(#`@,"`Q,B`R-2XV-2`V-CON,3<@5&T-"C`@9PT*
M6RA<#%<2DM,3,N.2@*2TW.3`H4F5V96YU92!I<R!A='1R:6)U=&5D('1O
M(&-O=6YT<FEE<R!B87-E9"!O;B!T: &4@; &]C871I;VX@;V8@=&AE(&-U<W1O
M;65R+BE=5\$H-"C`@+3\$N,B!41`T*6RA<#)*<2DM,3,N.2@*5U42@T*+T8T
M(#\$@5&8-"C(N,C(@,"!41`T**\$YE="!P<F]P97)T:65S(&EN8VQU9&4@0V]M
M<&%N>5PR,C)S('H87)E(&]F(&%S<V]C:6%T960@8V]M<&%N:65S+BE4:@T*
M+T8U(#\$@5&8-"BTR+C("TR+C,V(%1\$#0HH3F]T92`T(%PR,C<@16YV:7)O
M;FUE;G1A;"/1/8FQI9V%T:6]N*51J#0HO1C(@,2!49@T*,"`M,BXS-"!41`T*
M*\$%T(\$1E8V5M8F5R(#,Q+`Q.3DY+`!T: &4@0V]M<&%N>2!H860@86X@96YV
M:7)O;FUE;G1A;"/R97-E<G9E+`!I;F-L=61I;F<@:71S('H87)E(&]F('9E
M;G1U<F5S+`!O9B`D,C`N-B!M:6QL:6]N("E4:@T*,"`M,2XQ,B!41`T**%PH
M)#(Q+C4@;6EL;&EO;B!A="!\$96-E;6)E<B`S,2P@,3DY.%PI+`!O9B!W:&EC
M:"`D,RXS(&UI;&QI;VX@=V%S(&-L87-S:69I960@87,@8W5R<F5N="X@4&%Y
M;65N=",@:6X@,3DY.2!W97)E("OQ+C`@*51J#0HO1C0@,2!49@T*5`H-"BAM
M:6QL:6]N(%PH,3DY."!<C(W("0N.2!M:6QL:6]N(&%N9)`Q.3DW("T@)#(N
M-"!M:6QL:6]N7`DN(%1H92!R97-E<G9E(&EN8VQU9&5S('1H92!#;VUP86YY
M7#(R,G,@;V)L:6=A=&EO;G,@<F5L871E9"!T;R`I5&H-"EOJ#0HH1F5D97)A
M;"!A;F0@4W1A=&4@4W5P97)F=6YD(&%N9)!#;&5A;B!7871E<B!8W0@<VET
M97,@=VAE<F4@=&AE(\$-O;7!A;GD@:7,@;F%M960@87,@82!P;W1E;G1I86QL
M>2!R97-P;VYS:6)L92`I5&H-"E0J#0HH<&%R='DL(&EN8VQU9&EN9R!#;&EF
M9G,M1&]W(&%N9"!+:7!L:6YG('I=&5S(&EN(\$UI8VAI9V%N(&%N9"!T: &4@
M4FEO(%1I;G1O('I=&4@:6X@3F5V861A+`!A;&P@;V8@=VAI8V@<VET97,@
M87)E("E4:@T*5`H-"BAI;F1E<&5N9&5N="!O9B!T: &4@0V]M<&%N>5PR,C)S
M(&ER;VX@;6EN:6YG(&]P97)A=&EO;G,N(%)E<V5R=F5S(&%R92!B87-E9"!O
M;B!#;VUP86YY(&5S=&EM871E<R!A;F0@96YG:6YE97)I;F<@*51J#0I4*@T*
M*-T=61I97,<@')E<&%R960@8GD@;W5T<VED92!C;VYS=6QT86Y<R!E;F=A
M9V5D(&)Y('1H92!P;W1E;G1I86QL>2!R97-P;VYS:6)L92!P87)T:65S+B!4
M: &4@0V]M<&%N>2!C;VYT:6YU97,@=&\@*51J#0I4*@T**&5V86QU871E('1H
M92!R96-O;6UE;F1A=&EO;G,@;V8@=&AE('T=61I97,@86YD(&]T: &5R(&UE
M86YS(&9O<B!S:71E(&-L96%N+75P+B!3:6=N:69I8V%N="!S:71E(&-L96%N
M+75P(&%C=&EV:71I97,@*51J#0I4*@T**&AA=F4@=&%K96X@<&QA8V4@870@
M4FEO(%1I;G1O(&%N9)!#;&EF9G,M1&]W+B!;!;-O(&EN8VQU9&5D(&EN('1H
M92!R97-E<G9E(&%R92!W: &]L;`DM;W=N960@86-T:79E(&%N9"!C;&]S960@
M*51J#0I4*@T**&UI;FEN9R!O<&5R871I;VYS+`!A;F0@;W1H97(<VET97,L
M(&EN8VQU9&EN9R!F;W)M97(@;W!E<F%T:6]N<RP@9F]R('=H:6-H(')E<V5R
M=F5S(&%R92!B87-E9"!O;B!T: &4@0V]M<&%N>5PR,C)S("E4:@T*5`H-"BAE
M<W1I;6%T960@8V]S="!O9B!I;G9E<W1I9V%T:6]N(&%N9)!R96UE9&EA=&EO
M;BX@*51J#0HO1C4@,2!49@T*,"`M,BXS-B!41`T**\$YO=&4@-2!<C(W(\$QO
M;F<M5&5R;2!\$96)T*51J#0HO1C(@,2!49@T*,"`M,BXS-"!41`T**\$QO;F<M
M=&5R;2!D96)T(&]F('1H92!#;VUP86YY(&-O;G-I<W1S(&]F("OW,"!M:6QL
M:6]N(&]F('E;FEO<B!U;G-E8W5R960@;F]T97,@9'5E(&EN(\$1E8V5M8F5R
M+`R,#`U+`!W:71H(&]W(\$@*51J#0HP("TQ+C\$R(%1\$#0HH9FEX960@:6YT97)E
M<W0@<F%T92!O9B`W('!E<F-E;G0N(%1H92!N;W1E(&%G<F5E;65N="!R97%U
M:7)E<R!T: &4@0V]M<&%N>2!T;R!M965T(&-E<G1A:6X@8V]V96YA;G1S(')E
M; &%T960@=&\@;F5T("E4:@T*5`H-"BAW;W)T:"!<*"OR-#0N.2!M:6QL:6]N
M(&%T(\$1E8V5M8F5R(#,Q+`Q.3DY7`DL(&QE=F5R86=E+`!A;F0@;W1H97(@
M<`)O=FES:6]N<RX@5&AE(\$-O;7!A;GD@=V%S(&EN(&-O;7!L:6%N8V4@*51J
M#0I4*@T**`=I=&@=&AE(&1E8G0@8V]V96YA;G1S(&%T(\$1E8V5M8F5R(#,Q
M+`Q.3DY+B`I5&H-"C(R+C@X("TR+C,@5\$0-"B@T-R`I5&H-"D54#0IE;F1S
M=")E86T-"F5N9&]B:@T*,S`@,"!O8FH-"CP\#0HO4')O8U-E="!;+U!1B`O
M5&5X="!#0HO1F]N="` \ `T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"B] &-"`V
M(#`@4@T*+T8U(#\$X(#`@4@T*/CX-"B] %>'1'4W1A=&4@/#-"B] '4S\$@-R`P
M(%(-"CX^#0H^/@T*96YD;V)J#0HS,B`P(&]B:@T*/#P-"B] ,96YG=&@&-#<P
M-"T*/CX-"G-T<F5A;0T*0E0-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@
M.38Q+C`U(%1M#0HP(&<-"B] '4S\$@9W,-"C`@5&,-"C`@5`<-"B@@"`@("`@
M("`@("`@("`@("I5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH3F]T97,@
M=&\@0V]N<V]L:61A=&5D(\$9I;F%N8VEA;"!3=&%T96UE;G1S*51J#0HO1C(@
M,2!49@T*,"`M,2XQ-B!41`T**\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!#
M;VYS;VQI9&%T960@4W5B<VED:6%R:65S("E4:@T*,"`M,BXS(%1\$#0HH5&AE
M(\$-O;7!A;GD@:&%S(&\$@)#\$P,"!M:6QL:6]N(')E=F]L=FEN9R!<C<F5D:70@
M86=R965M96YT('=H:6-H(&5X<&ER97,@;VX@36%Y(#,Q+`R,#`S+B!.;R!B

M;W)R;W=I;F=S(&%R92`I5&H-"C`@+3\$N,3(@5\$0-"BAO=71S=&%N9&EN9R!U
M;F1E<B!T:&ES(&%G<F5E;65N="X@5&AE(\$-O;7!A;GD@86QS;R!H87,@=6YS
M96-U<F5D(&QE='1E<G,@;V8@8W)E9&ET(&]U='-T86YD:6YG(&]F("0V+C`@
M;6EL;&EO;BP@*51J#0I4*#T**&EN8VQU9&EN9R!I=',@<VAA<F4@;V8@=F5N
M='5R97,N("E4:@T*+T8U(#\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E(#8@7#(R
M-R!;96%S921/8FQI9V%T:6]N<RE4:@T**+T8R(#\$@5&8-"C`@+3(N,S0@5\$0-
M"BA4:&4@0V]M<&%N>2!A;F0@:71S('9E;G1U<F5S(&QE87-E(&-E<G1A:6X@
M;6EN:6YG+"!P<F]D=6-T:6]N+"!D871A('!R;V-E<W-I;F<@86YD(&]T:5&R
M(&5Q=6EP;65N="!U;F1E<B`I5&H-"B] &-"`Q(%1F#0HP("TQ+C\$R(%1\$#0HH
M;W!E<F#T:6YG(&QE87-E<RX@5&AE(\$-O;7!A;GE<C(R<R!O<&5R871I;F<@
M;5A<V4@97AP96YS92P@:6YC;5D:6YG(&ET<R!S:&%R92!O9B!V96YT=7)E
M<R@P=@V\$S("OQ,"XP(&UI;&QI;VX@:6X@*51J#0I4*#T**\$Y.3DL("OY+C\$@
M;6EL;&EO;B!I;B`Q.3DX(&%N9"D."XU(&UI;&QI;VX@:6X@,3DY-RX@*51J
M#0HP("TR+C,@5\$0-"BA1<W-E=',@86-Q=6ER960@=6YD97(@8V%P:71A;!"L
M96%S97,@8GD@=&AE(\$-O;7!A;GDL(&EN8VQU9&EN9R!I=',@<VAA<F4@;V8@
M=F5N='5R97,L('E<F4@)#\$P+C,@;6EL;&EO;B!A;F0@*51J#0HP("TQ+C\$R
M(%1\$#0HH)#DN,B!M:6QL:6]N+"!R97-P96-T:79E;'DL(&%T(\$1E8V5M8F5R
M(#,Q+"`Q.3DY(&%N9"Q.3DX+B!#;W)R97-P;VYD:6YG(&%C8W5M=6QA=&5D
M(&%M;W)T:7IA=&EO;B!O9B!C87!I=&%L("E4:@T*5"H-"BAL96%S97,@:6YC
M;'5D960@:6X@<F5S<&5C=&EV92!A;QO=V%N8V5S(&9O<B!D97!R96-I871I
M;VX@=V\$S("OU+C(@;6EL;&EO;B!A;F0@)#0N,"!M:6QL:6]N(&%T(\$1E8V5M
M8F5R(#,Q+"`Q.3DY("E4:@T*5"H-"BAA;F0@,3DY."P@<F5S<&5C=&EV96QY
M+B`I5&H-"C`@+3(N,R!41`T**\$9U='5R92!M:6YI;75M('!A>6UE;G1S('5N
M9&5R(&-A<E&T86P@;&5A<V5S(&%N9"!N;VYC86YC96QL86)L92!O<&5R871I
M;F<@;&5A<V5S+"!I;F-L=61I;F<@=&AE(\$-O;7!A;GE<C(R<R!S:&%R92`I
M5&H-"C`@+3\$N,3(@5\$0-"BAO9B!V96YT=7)E<R@P@870@1&5C96UB97(@,S\$
L(#\$Y.3D@=V5R93H@*51J#0HX+C\$X("TQ+C\$R(%1\$#0HP+C`Q(%1C#0I;*"`I
M+3(P*"`I+3(P-SOP*"`@*2TS-C`H("DM.#`P*"`I+3DX,"@@"DM,30R,"@
M*2TQ,C(P*"`I751*#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@-#`Y
M+C0Q(#8T-BXX.2!4;0T*,!"!48PT**\$PH26X@36EL;&EO;G-<*2E4@:T*150-
M"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@#0HT.#@N
M,S<@<-C0S+C`U(&T-"C,X,BXR.2`V-#N,#4@;T*,S@R+C(Y(#8T,RXP-2!M
M#0HS.#(N,CD@-COR+C4W(&P-"E,-"C`@1PT*,S@R+C(Y(#8T,BXU-R!M#0HT
M.#@N,S<@<-COR+C4W(&P-"C0X."XS-R`V-#(N-3<@;0T*-#EX+C,W(#8T,RXP
M-2!L#0I3#0I5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,3(S+C@Q(#8S,2XU,R!4
M;0T*6RA996%R(\$5N9&EN9RDM,C`X,C4N-BA#87!I=&%L*2TQ.3DR+C<H3W!E
M<F#T:6YG*5U42@T*,"`M,2XQ,3DR(%1\$#0I;*\$1E8V5M8F5R(#,Q*2TR,#8T
M,RXY*\$QE87-E<RDM,C<P."XS*\$QE87-E<RE=5\$H-"B] &-"`Q(%1F#0I4*#T*
M+3`N,#`P,2!48PT*6RA<,C(W7#(R-UPR,C=<,C(W7#(R-RDM,C`X.#.N.2A<
M,C(W7#(R-UPR,C<I+3DR.2XR*PR,C=<,C(W7#(R-UPR,C=<,C(W7#(R-RE=
M5\$H-"C`N,S,S-"`M,2XQ,3DR(%1\$#0HP(%1C#0I;*(P,#`I+3(S-34P+C(H
M)#(N,2DM,S(Y."XQ*"0Q,"XV*5U42@T*,"`M,2XR,30T(%1\$#0I;*(P,#`I
M+3(T,#4P+C(H,2XV*2TT,CDX+C(H.2XR*5U42@T*5"H-"ELH,C`P,BDM,C0P
M-3`N,B@Q+C`I+30R.3@N,B@W+C(I751*#0I4*#T*6R@R,#`S*2TR-#4U,"XS
M*"XT*2TT,CDX+C\$H-BXS*5U42@T*5"H-"ELH,C`P-"DM,COU-3`N,R@N,BDM
M-#(Y."XQ*#0N,"E=5\$H-"E0J#0I;*(P,#4@86YD('1H97)E869T97(I+3\$X
M-S<U+C@H+C(I+30R.3@N,2@V+C(I751*#0I5`T*,"XU(\$<-"C0P,BXR,2`U
M,S(N-C4@;0T*,S@Y+C<S(#4S,BXV-2!L#0HS.#DN-S,@-3,R+C8U(&T-"C,X
M.2XW,R`U,S(N,3<@;T*`R+C(Q(#4S,BXQ-R!M#0HT,#(N,C\$@-3,R+C0U(&P-
M"E,-"C`N-2!`#0HT-3@N,3,@-3,R+C8U(&T-"C0T,"XV,2`U,S(N-C4@;T*
M-#0P+C8Q(#4S,BXV-2!M#0HT-#`N-C\$@-3,R+C\$W(&P-"E,-"C`@1PT*-#0P
M+C8Q(#4S,BXQ-R!M#0HT-3@N,3,@-3,R+C\$W(&P-"COU."XQ,R`U,S(N,3<@
M;0T*-#4X+C\$S(#4S,BXV-2!L#0I3#0I5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@
M,3(S+C@Q(#4R,2XQ,R!4;0T*6RA4;W1A;"!M:6YI;75M(&QE87-E('!A>6UE
M;G1S*2TQ,S@P,2XV*#4N-2DM,S(Y."XQ*"0T,RXU*5U42@T*150-"C`N-2!G
M#0HT-#`N-C\$@-3\$W+C(Y(#\$W+C4R("TR+C@X(')E#0IF#0I5`T*,3`N,#<Y
M(#`@,"`Q,"XP-SD@,3(S+C@Q(#4P,RXS-R!4;0T*,"!G#0I;*\$%M;W5N=',@
M<F5P<F5S96YT:6YG(&EN=&5R97-T*2TQ-#@S,"XV*"XW*5U42@T*150-"C`N
M-2!`#0HT,#(N,C\$@-#DY+C4S(&T-"C,X.2XW,R`T.3DN-3,@;T*,S@Y+C<S
M(#0Y.2XU,R!M#0HS.#DN-S,@-#DY+C`U(&P-"E,-"C`@1PT*,S@Y+C<S(#0Y
M.2XP-2!M#0HT,#(N,C\$@-#DY+C`U(&P-"C0P,BXR,2`T.3DN,#4@;0T*-#`R
M+C(Q(#0Y.2XU,R!L#0I3#0I5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,3(S+C@Q
M(#0X."XP,2!4;0T*6RAO<F5S96YT('9A;'5E(&]F(&YE="!M:6YI;75M(&QE
M87-E('!A>6UE;G1S*2TW-#DX*"0T+C@I751*#0I5`T*,"XU(&<-"C,X.2XW
M,R`T.#0N,3<@,3(N-#@+3(N.#@<F4-"F8-"D)4#0HQ,B`P(#`@,3(@,C4N
M-C4@-#4T+C0Q(%1M#0HP(&<-"BA4:&4@)#0Y+C`@;6EL;&EO;B!O9B!T;W1A
M;"!M:6YI;75M(&QE87-E('!A>6UE;G1S(&ES(&-O;7!R:7-E9"!O9B!T:&4@
M0V]M<&%N>5PR,C)S(&1I<F5C="!O8FQI9V%T:6]N(&]F("E4:@T*,"`M,2XQ
M,B!41`T**"0T+C8@;6EL;&EO;B!A;F0@=&AE(\$-O;7!A;GE<C(R<R!S:&%R
M92!O9B!V96YT=7)E<UPR,C(@;V)L:6=A=&EO;G,@;V8@)#0T+C0@;6EL;&EO
M;BP@=VAI8V@87)E(&QA<F=E;'D@;F]N+7)E8V]U<G-E('!O("E4:@T*5"H-
M"BAT:&4@0V]M<&%N>2X@*51J#0HO1C4@,2!49@T*,"`M,BXS-B!41`T**\$YO
M=&4@<R!<C(W(%!E;G-I;VYS(&%N9)!/=&AE<B!0;W-T<F5T:7)E;65N="!"
M96YE9FET<RE4:@T**+T8R(#\$@5&8-"C`@+3(N,S0@5\$0-"BA4:&4@0V]M<&%N
M>2!A;F0@:71S('9E;G1U<F5S('!P;VYS;W(@9&5F:6YE9"!B96YE9FET('!E
M;G-I;VX@<@QA;G,@8V]V97)I;F<@<W5B<W1A;G1I86QL>2!A;P@96UP;&]Y
M965S+B!4:&4@*51J#0HO1C0@,2!49@T*,"`M,2XQ,B!41`T**!"L86YS(&%R
M92!L87)G96QY(&YO;F-O;G1R:6)U=&]R>2P@86YD(&]E;F5F:71S(&%R92!G
M96YE<F%L;'D@8F%\$960@;VX@96UP;&]Y965S7#(R,B!Y96%R<R!O9B!S97)I
M:6-E(&%N9"!A=F5R86=E("E4:@T*5"H-"BAE87)N:6YGR!F;W(@82!D969I
M;F5D('!E<FEO9"!P<C@<B!T;R!R971I<F5M96YT+B!)#;B!A9&1I=&EO;BP@
M=&AE(\$-O;7!A;GD@86YD(&ET<R!V96YT=7)E<R!C=7)R96YT;'D@<')O=FED
M92`I5&H-"E0J#0HH<F5T:7)E;65N="!H96%L=&@8V%R92!A;F0@;&EF92!I
M;G-U<F%N8V4@8F5N969I=',@7"A<,C(S3W1H97(@0F5N969I='<,C(T7"De

M=&\@;6]S="!F=6QL+71I;64@96UP;&]Y965S('=H;R!M965T(&-E<G1A:6X@
M*51J#0I4*!T**&QE;F=T:"!O9B!S97)V:6-E(&%N9"!A9V4@<F5Q=6ER96UE
M;G1S(%PH82!P;W)T:6]N(&]F('=H:6-H(&%R92!P=7)S=6%N="!T;R!C;VQL
M96-T:79E(&)A<F=A:6YI;F<@86=R965M96YT<UPI+B!/=&AE<B`I5&H-"E0J
M#0HH0F5N969I=",@87)E('!R;W9I9&5D('!H<F]U9V@<@')O9W)A;7,@861M
M:6YI<W1E<F5D(&)Y(&EN<W5R86YC92!C;VUP86YI97,@=VAO<V4@8VAA<F=E
M<R!A<F4@8F%\$960@;VX@8F5N969I=",@*51J#0I4*!T**!A:60N(%1H92!F
M;VQL;W=I;F<@=&%B;&4@<')E<V5N=",@82!R96-O;F-I;&EA=&EO;B!O9B!F
M=6YD960@<W1A="5S(&]F('!H92!#;VUP86Y7#(R,G,@<QA;G,L(&EN8VQU
M9&EN9R!I=",@*51J#0I4*!T**!R;W!O<G1I;VYA="4@<VAA<F4@;V8@<QA
M;G,@;V8@:71S('9E;G1U<F5S+"!A="!\$96-E;6)E<B`S,2P@,3DY.2!A;F0@
M,3DY.#H@*51J#0HR,BXX."`M,BXS(%1\$#0HH-#@*51J#0I5`T*96YD<W1R
M96%M#0IE;F108FH-"C,S(#`@;V)J#0H\`/T*+U!R;V-3970@6R]01\$8@+U1E
M>`0@70T*+T9Q;G0@/#P-"B] &,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@<P`P
M(%(-"B] &-2`Q."`P(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2
M#0H`/@T*/CX-"F5N9&]B:@T*,S4@,"!O8FH-"CP\#0HO3&5N9W1H(#\$T-30U
M#0H`/@T* <W1R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y
M-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT*""@("`@("`@
M("`@("`@("`@("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E<R!T
M;R!#;VYS;VQI9&T960@1FEN86YC:6\$L(%-T871E;65N="I, I5&H-"B] &,B`Q
M(%1F#0HP("TQ+C\$V(%1\$#0HHOQVE=F5L86YD+4-L:69F<R!);F,@86YD(\$-O
M;G-O;@ED871E9"!3=6)S:61I87)I97,@*51J#0HS+C4@+3\$N,3(@5\$0-"C`N
M-3,@5&,"-ELH("I+3(Q-#8P*`@*3,V,"@*2TQ,3(P*`I+38P*`I,3`P
M*`I,S8P*`I+3\$Q,C`H("DT,"@@"I+3DX,"@*2TT,#`H("DM,C`H("DM
M,C`H("DM.3@P*`I751*#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T,C(N.#4@.#DS
M+C8Q(%1M#0HP(%1C#0HH7"A);B!:-6QL:6]N<UPI*51J#0I5`T*,"XU(\$<-
M"C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-"C4T-"XR.2`X.#DN
M-S<@;OT*,S4S+C(U(#@X.2XW-R!L#0HS-3,N,C4@.#@Y+C<W(&T-"C,U,RXR
M-2`X.#DN,CD@;`T*4PT*,"!#0HS-3,N,C4@.#@Y+C(Y(&T-"C4T-"XR.2`X
M.#DN,CD@;`T*30T+C(Y(#@X.2XR.2!M#0HU-#0N,CD@.#@Y+C<W(&P-"E,-
M"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-C`N-#4@.#<X+C(U(%1M#0I;*\$!E
M;G-I;VX@0F5N969I="I+3,V,S(N-2A/=&AE<B!"96YE9FET<RE=5\$H-"D54
M#0HP+C4@1PT*`-#,U+C@Q(#@W-"XT,2!M#0HS-3,N,C4@.#<T+C0Q(&P-"C,U
M,RXR-2`X-SON-#\$@;OT*,S4S+C(U(#@W,RXY,R!L#0I3#0HP(\$<-"C,U,RXR
M-2`X-S,N.3,@;OT*`-#,U+C@Q(#@W,RXY,R!L#0HT,S4N.#\$@.#<S+CDS(&T-
M"COS-2XX,2`X-SON-#\$@;`T*4PT*,"XU(\$<-"C4T-"XR.2`X-SON-#\$@;OT*
M-#0U+C0Q(#@W-"XT,2!L#0HT-#4N-#\$@.#<T+C0Q(&T-"C0T-2XT,2`X-S,N
M.3,@;`T*4PT*,"!#0HT-#4N-#\$@.#<S+CDS(&T-"C4T-"XR.2`X-S,N.3,@
M;`T*30T+C(Y(#@W,RXY,R!M#0HU-#0N,CD@.#<T+C0Q(&P-"E,-"D)4#0HO
M1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S8R+C\$S(#@V,BXQ-R!4;OT*
M*#\$Y.3DI5&H-"B] &,B`Q(%1F#0HT+C4P,#0@+3`N,#0W-B!41`T**#\$Y.3@I
M5&H-"B] &,R`Q(%1F#0HT+CDW-<@),"XP-#<V(%1\$#0HH,3DY.2E4:@T*+T8R
M(#\$@5&8-"C4N,S@Q-2`M,"XP-#<V(%1\$#0HH,3DY."E4:@T*150-"C`N-2!`
M#0HS.3`N.3,@.#4W+C@U(&T-"C,U,RXR-2`X-3<N.#4@;`T*,S4S+C(U(#@U
M-RXX-2!M#0HS-3,N,C4@.#4W+C,W(&P-"E,-"C`@1PT*,S4S+C(U(#@U-RXS
M-R!M#0HS.3`N.3,@.#4W+C,W(&P-"C,Y,"XY,R`X-3<N,S<@;OT*,SDP+CDS
M(#@U-RXX-2!L#0I3#0HP+C4@1PT*`-#,U+C@Q(#@U-RXX-2!M#0HS.3DN,S,@
M.#4W+C@U(&P-"C,Y.2XS,R`X-3<N.#4@;OT*,SDY+C,S(#@U-RXS-R!L#0I3
M#0HP(\$<-"C,Y.2XS,R`X-3<N,S<@;OT*`-#,U+C@Q(#@U-RXS-R!L#0HT,S4N
M.#\$@.#4W+C,W(&T-"COS-2XX,2`X-3<N.#4@;`T*4PT*,"XU(\$<-"C0X.2XX
M,2`X-3<N.#4@;OT*`-#0U+C0Q(#@U-RXX-2!L#0HT-#4N-#\$@.#4W+C@U(&T-
M"COT-2XT,2`X-3<N,S<@;`T*4PT*,"!#0HT-#4N-#\$@.#4W+C,W(&T-"C0X
M.2XX,2`X-3<N,S<@;`T*`-#@Y+C@Q(#@U-RXS-R!M#0HT.#DN.#\$@.#4W+C@U
M(&P-"E,-"C`N-2!`#0HU-#0N,CD@.#4W+C@U(&T-"COY.2XV-2`X-3<N.#4@
M;`T*`-#DY+C8U(#@U-RXX-2!M#0HT.3DN-C4@.#4W+C,W(&P-"E,-"C`@1PT*
M-#DY+C8U(#@U-RXS-R!M#0HU-#0N,CD@.#4W+C,W(&P-"C4T-"XR.2`X-3<N
M,S<@;OT*30T+C(Y(#@U-RXX-2!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W
M.2`P(#`@,3`N,#<Y(#8W+C8U(#@T-2XV,2!4;OT**\$-H86YG92!I;B!P;&%N
M(&%S<V5T<RE4:@T*+T8R(#\$@5&8-"C`N.3(X-R`M,2XS.#\$Q(%1\$#0HH1F%I
M<B!V86QU92!O9B!P;&%N(&%S<V5T<R!A="!B96=I;FYI;F<@;V8@>65A<BE4
M:@T*+T8S(#\$@5&8-"C(W+C0P-S0@,"XP-#<V(%1\$#0HH)#,Q-BXR*51J#0HO
M1C(@,2!49@T*`-XU-S\$Y("TP+C`T-S8@5\$0-"B@D,CDS+C(I5&H-"B] &,R`Q
M(%1F#0HU+C`P,#4@,"XP-#<V(%1\$#0I;*"0I+3,S,RXT*#\$Y+CDI751*#0HO
M1C(@,2!49@T*`-2XT,#4S("TP+C`T-S8@5\$0-"ELH7)"DM,S,S+C0H,3<N,RE=
M5\$H-"BTT,BXS.#4@+3\$N,S,S-2!41`T**\$%C='5A;"!R971U<FX@;VX@<&QA
M;B!A<W-E="I, I5&H-"B] &,R`Q(%1F#0HR."XT,#<U(#`N,#0W-B!41`T**#,T
M+CDI5&H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!41`T**#,U+C0I5&H-
M"B] &,R`Q(%1F#0HU+C,S,S@@,"XP-#<V(%1\$#0HH,2XX*51J#0HO1C(@,2!4
M9@T*`-2XT,#4S("TP+C`T-S8@5\$0-"B@Q+C,I5&H-"BTT,RXW,3@T("TQ+C,S
M,S4@5\$0-"BA#;VYT<FEB=71I;VYS*51J#0HO1C,@,2!49@T*,C@N.3`W-2`P
M+C`T-S8@5\$0-"B@Q+C\$I5&H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!4
M1`T**#(N."E4:@T*+T8S(#\$@5&8-"C0N.#,S."`P+C`T-S8@5\$0-"B@Q+C4I
M5&H-"B] &,B`Q(%1F#0HU+C0P-3,@+3`N,#0W-B!41`T**#\$N,RE4:@T*+30S
M+C<Q.#0@+3\$N,S,S-2!41`T**\$)E;F5F:71S('!A:60I5&H-"B] &,R`Q(%1F
M#0HR."XP-SOQ(#`N,#0W-B!41`T*6RA<*#\$V+C,I+3\$R+C8H7"DI751*#0HO
M1C(@,2!49@T*`-XU-S\$Y("TP+C`T-S8@5\$0-"ELH7)"@Q-2XR*2TQ,BXV*%PI
M*5U42@T*+T8S(#\$@5&8-"C4N,S,S."`P+C`T-S8@5\$0-"ELH7)"@Q+C<I+3\$R
M+C4H7"DI751*#0I5`T*,"XU(\$<-"C,X,"XX-2`W.#<N-3,@;OT*,S4X+C(Y
M(#<X-RXU,R!L#0HS-3@N,CD@-S@W+C4S(&T-"C,U."XR.2`W.#<N,#4@;`T*
M4PT*,"!#0HS-3@N,CD@-S@W+C`U(&T-"C,X,"XX-2`W.#<N,#4@;`T*,S@P
M+C@U(#<X-RXP-2!M#0HS.#`N.#4@-S@W+C4S(&P-"E,-"C`N-2!`#0HT,C8N
M.3,@-S@W+C4S(&T-"C0P-"XS-R`W.#<N-3,@;`T*`-#`T+C,W(#<X-RXU,R!M
M#0HT,#0N,S<@-S@W+C`U(&P-"E,-"C`@1PT*`-#`T+C,W(#<X-RXP-2!M#0HT
M,C8N.3,@-S@W+C`U(&P-"C0R-BXY,R`W.#<N,#4@;OT*`-#(V+CDS(#<X-RXU
M,R!L#0I3#0HP+C4@1PT*`-#<U+C8U(#<X-RXU,R!M#0HT-30N-S<@-S@W+C4S

M(&P-"COU-"XW-R`W.#<N-3,@;0T*-"#4T+C<W(#<X-RXP-2!L#0I3#0HP(\$<-M"COU-"XW-R`W.#<N,#4@;0T*-"#<U+C8U(#<X-RXP-2!L#0HT-S4N-C4@-S@W M+C`U(&T-"COW-2XV-2`W.#<N-3,@;`T*4PT*,"XU(\$<-"C4S,"XQ,R`W.#<N M-3,@;0T*-"3`Y+C(U(#<X-RXU,R!L#0HU,#DN,C4@-S@W+C4S(&T-"C4P.2XR M-2`W.#<N,#4@;`T*4PT*,"!"#0HU,#DN,C4@-S@W+C`U(&T-"C4S,"XQ,R`W M.#<N,#4@;`T*-"3,P+C\$S(#<X-RXP-2!M#0HU,S`N,3,@-S@W+C4S(&P-"E,-M"D)4#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@-S<N,#\$@-S<T+C@Q M(%1M#0HH1F%I<B!V86QU92!O9B!P;&%N(&%S<V5T<R!A="!E;F0@;V8@>65A M<BE4:@T*+T8S(#\$@5&8-"C(W+CDP-S0@,"XP-#<V(%1\$#0HH,S,U+CDI5&H- M"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!41`T**#Q-BXR*51J#0HO1C,@ M,2!49@T*-2XS,S,X(#`N,#0W-B!41`T**#(Q+C4I5&H-"B] &,B`Q(%1F#0HU M+COP-3,@+3`N,#0W-B!41`T**#\$Y+CDI5&H-"B] &,R`Q(%1F#0HM-#0N,30W M,2`M,2XR.#4X(%1\$#0HH0VAA;F=E(&EN(&)E;F5F:70@;V)L:6=A=&EO;BE4 M:@T*+T8R(#\$@5&8-"C`N.3(X-R`M,2XS.#\$Q(%1\$#0HH0F5N969I="!O8FQI M9V%T:6]N(&%T(&)E9VEN;FEN9R!O9B!Y96%R*51J#0HO1C,@,2!49@T*,C<N M.3`W-"`P+C`T-S8@5\$0-"B@R,S@N,2E4:@T*+T8R(#\$@5&8-"CON-3<Q.2`M M,"XP-#<V(%1\$#0HH,C\$U+C4I5&H-"B] &,R`Q(%1F#0HU+C,S,S@@,"XP-#<V M(%1\$#0HH.3<N-RE4:@T*+T8R(#\$@5&8-"C4N-#`U,R`M,"XP-#<V(%1\$#0HH M.#@N-"E4:@T*+30S+C(Q.#0@+3\$N,S,S-2!41`T**%-E<G9I8V4@8V]S="E4 M:@T*+T8S(#\$@5&8-"C(X+CDP-S4@,"XP-#<V(%1\$#0HH-"XV*51J#0HO1C(@ M,2!49@T*-"XU-SSY("TP+C`T-S8@5\$0-"B@T+C4I5&H-"B] &,R`Q(%1F#0HT M+C@S,S@@,"XP-#<V(%1\$#0HH,2XX*51J#0HO1C(@,2!49@T*-2XT,#4S("TP M+C`T-S8@5\$0-"B@Q+C8I5&H-"BTT,RXW,3@T("TQ+C,S,S4@5\$0-"BA);G1E M<CF5S="!C;W-T*51J#0HO1C,@,2!49@T*,C@N-#`W-2`P+C`T-S8@5\$0-"B@Q M-RXR*51J#0HO1C(@,2!49@T*-"XU-SSY("TP+C`T-S8@5\$0-"B@Q-2XV*51J M#0HO1C,@,2!49@T*-2XS,S,X(#`N,#0W-B!41`T**#8N,RE4:@T*+T8R(#\$@ M5&8-"C4N-#`U,R`M,"XP-#<V(%1\$#0HH-BXS*51J#0HM-#N-S\$X-"`M,2XS M,S,U(%1\$#0HH06UE;F1M96YT<RE4:@T*+T8S(#\$@5&8-"C(X+COP-S4@,"XP M-#<V(%1\$#0HH,CON-2E4:@T*+T8R(#\$@5&8-"C4N-3<R("TP+C`T-S8@5\$0- M"B@N-BE4:@T*+3,S+CDW.30@+3\$N,S,S-2!41`T**%C="!5A<FEA;"!<* &=A M:6YS7"D@;&]S<V5S*51J#0HO1C,@,2!49@T*,C@N,#<T,2`P+C`T-S8@5\$0- M"ELH7"Q."XX*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"CON.3`U,B`M,"XP M-#<V(%1\$#0HH,3<N,2E4:@T*+T8S(#\$@5&8-"CON-3`P-"`P+C`T-S8@5\$0- M"ELH7"Q-2XR*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C8N,C,X-R`M,"XP M-#<V(%1\$#0HH-BXW*51J#0HM-#N-S\$X-"`M,2XS,S,U(%1\$#0HH0F5N969I M=",@<&%I9"E4:@T*+T8S(#\$@5&8-"C(X+C`W-#S@,"XP-#<V(%1\$#0I;.*%PH M,38N,RDM,3(N-BA<*2E=5\$H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!4 M1`T*6RA<*#\$U+C(I+3\$R+C8H7"DI751*#0HO1C,@,2!49@T*-2XS,S,X(#`N M,#0W-B!41`T*6RA<*#8N,"DM,3(N-2A<*2E=5\$H-"B] &,B`Q(%1F#0HU+COP M-3,@+3`N,#0W-B!41`T*6RA<*#4N,RDM,3(N-2A<*2E=5\$H-"D54#0HP+C4@ M1PT*,S@P+C@U(#8W-BXX.2!M#0HS-3@N,CD@-C<V+C@Y(&P-"C,U."XR.2`V M-S8N.#D@;0T*,S4X+C(Y(#8W-BXT,2!L#0I3#0HP(\$<-"C,U."XR.2`V-S8N M-#\$@;0T*,S@P+C@U(#8W-BXT,2!L#0HS.#`N.#4@-C<V+C0Q(&T-"C,X,"XX M-2`V-S8N.#D@;`T*4PT*,"XU(\$<-"C0R-BXY,R`V-S8N.#D@;0T*-"#`T+C,W M(#8W-BXX.2!L#0HT,#0N,S<@-C<V+C@Y(&T-"COP-"XS-R`V-S8N-#\$@;`T* M4PT*,"!"#0HT,#0N,S<@-C<V+C0Q(&T-"COP-BXY,R`V-S8N-#\$@;`T*-"#(V M+CDS(#8W-BXT,2!M#0HT,C8N.3,@-C<V+C@Y(&P-"E,-"C`N-2!`#0HT-S4N M-C4@-C<V+C@Y(&T-"C0U-"XW-R`V-S8N.#D@;`T*-"#4T+C<W(#8W-BXX.2!M M#0HT-30N-S<@-C<V+C0Q(&P-"E,-"C`@1PT*-"#4T+C<W(#8W-BXT,2!M#0HT M-S4N-C4@-C<V+C0Q(&P-"COW-2XV-2`V-S8N-#\$@;0T*-"#<U+C8U(#8W-BXX M.2!L#0I3#0HP+C4@1PT*-3,P+C\$S(#8W-BXX.2!M#0HU,#DN,C4@-C<V+C@Y M(&P-"C4P.2XR-2`V-S8N.#D@;0T*-"3`Y+C(U(#8W-BXT,2!L#0I3#0HP(\$<- M"C4P.2XR-2`V-S8N-#\$@;0T*-"3,P+C\$S(#8W-BXT,2!L#0HU,S`N,3,@-C<V M+C0Q(&T-"C4S,"XQ,R`V-S8N.#D@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N M,#<Y(#<W+C`Q(#8V-"XQ-R!4;0T**\$)E;F5F:70@;V)L:6=A=&EO;B!A="!E M;F0@;V8@>65A<BE4:@T*+T8S(#\$@5&8-"C(W+CDP-S0@,"XP-#<V(%1\$#0HH M,C0Y+C,I5&H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!41`T**#(S."XQ M*51J#0HO1C,@,2!49@T*-2XS,S,X(#`N,#0W-B!41`T**#@T+C8I5&H-"B] & M,B`Q(%1F#0HU+COP-3,@+3`N,#0W-B!41`T**#DW+C<I5&H-"D54#0HP+C4@ M1PT*,S@P+C@U(#8V,"XS,R!M#0HS-3@N,CD@-C8P+C,S(&P-"C,U."XR.2`V M-C`N,S,@;0T*,S4X+C(Y(#8U.2XX-2!L#0I3#0HP(\$<-"C,U."XR.2`V-3DN M.#4@;0T*,S@P+C@U(#8U.2XX-2!L#0HS.#`N.#4@-C4Y+C@U(&T-"C,X,"XX M-2`V-C`N,S,@;`T*4PT*,"XU(\$<-"C0R-BXY,R`V-C`N,S,@;0T*-"#`T+C,W M(#8V,"XS,R!L#0HT,#0N,S<@-C8P+C,S(&T-"COP-"XS-R`V-3DN.#4@;`T* M4PT*,"!"#0HT,#0N,S<@-C4Y+C@U(&T-"COP-BXY,R`V-3DN.#4@;`T*-"#(V M+CDS(#8U.2XX-2!M#0HT,C8N.3,@-C8P+C,S(&P-"E,-"C`N-2!`#0HT-S4N M-C4@-C8P+C,S(&T-"C0U-"XW-R`V-C`N,S,@;`T*-"#4T+C<W(#8V,"XS,R!M M#0HT-30N-S<@-C4Y+C@U(&P-"E,-"C`@1PT*-"#4T+C<W(#8U.2XX-2!M#0HT M-S4N-C4@-C4Y+C@U(&P-"COW-2XV-2`V-3DN.#4@;0T*-"#<U+C8U(#8V,"XS M,R!L#0I3#0HP+C4@1PT*-3,P+C\$S(#8V,"XS,R!M#0HU,#DN,C4@-C8P+C,S M(&P-"C4P.2XR-2`V-C`N,S,@;0T*-"3`Y+C(U(#8U.2XX-2!L#0I3#0HP(\$<- M"C4P.2XR-2`V-3DN.#4@;0T*-"3,P+C\$S(#8U.2XX-2!L#0HU,S`N,3,@-C4Y M+C@U(&T-"C4S,"XQ,R`V-C`N,S,@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N M,#<Y(#<W+C`Q(#8T-RXV,2!4;0T**\$9U;F1E9"!S=&%T=7,@;V8@=&AE('!L M86X@7"AU;F1E<F9U;F1E9%PI*51J#0HO1C,@,2!49@T*,C@N-#`W-2`P+C`T M-S8@5\$0-"B@X-BXV*51J#0HO1C(@,2!49@T*-"XU-SSY("TP+C`T-S8@5\$0- M"B@W."XQ*51J#0HO1C,@,2!49@T*-"XU,#`T(#`N,#0W-B!41`T*6RA<*#8S M+C\$S I+3\$R+C8H7"DI751*#0HO1C(@,2!49@T*-2XT,#4S("TP+C`T-S8@5\$0- M"ELH7"@W-RXX*2TQ,BXV*%PI*5U42@T*+30R+C@X-2`M,2XS,S,U(%1\$#0HH M56YR96-O9VYI>F5D('!R:6]R('E<G9I8V4@8V]S="E4:@T*+T8S(#\$@5&8- M"C(X+COP-S4@,"XP-#<V(%1\$#0HH,CDN-2E4:@T*+T8R(#\$@5&8-"C4N,#<Q M.2`M,"XP-#<V(%1\$#0HH-BXX*51J#0HO1C,@,2!49@T*-"XX,S,X(#`N,#0W M-B!41`T**#N-2E4:@T*+T8R(#\$@5&8-"C4N-#`U,R`M,"XP-#<V(%1\$#0HH M,2XV*51J#0HM-#N-S\$X-"`M,2XS,S,U(%1\$#0HH56YR96-O9VYI>F5D(&YE M="!A8W1U87)I86P@7"AG86EN7"D@;&]S<RE4:@T*+T8S(#\$@5&8-"C(X+C`W

M-#S\$, "XP-#<V(%1\$#0I; *%PH-C4N-RDM, 3 (N-BA<*2E=5\$H-"B] &, B`Q(%1F
M#OHT+C4W, 3D@+3`N, #0W-B!41`T*6RA<*# , P+C`I+3\$R+C8H7"DI751*#0HO
M1C, @, 2!49@T*-"XX, S, X(#`N, #0W-B!41`T*6RA<*#S+C0I+3\$R+C8H7"DI
M751*#0HO1C (@, 2!49@T*-BXR, S@W("TP+C`T-S8@5\$0-"B@R+C\$15&H-"BTT
M, RXW, 3@T("TQ+C, S, S4@5\$0-"BA5;G)E8V]G;FEZ960@;F5T(&%S<V5T(&%T
M(&1A=&4@;V8@861O<`1I;VXI5&H-"B] &, R`Q(%1F#0HR."XP-S0Q(#`N, #0W
M-B!41`T*6RA<*#S+W+C\$1+3\$R+C8H7"DI751*#0HO1C (@, 2!49@T*-"XU-S\$Y
M("TP+C`T-S8@5\$0-"ELH7"@Q.2XW*2TQ, BXV*%PI*5U42@T*150-"C`N-2!`
M#OHS.#`N.#4@-C`S+COU(&T-"C,U."XR.2`V,#,N-#4@;`T*,S4X+C(Y(#8P
M,RXT-2!M#0HS-3@N,CD@-C`R+CDW(&P-"E,-"C`@1PT*,S4X+C(Y(#8P,BXY
M-R!M#OHS.#`N.#4@-C`R+CDW(&P-"C,X,"XX-2`V,#(N.3<@;0T*,S@P+C@U
M(#8P,RXT-2!L#0I3#0HP+C4@1PT*-(V+CDS(#8P,RXT-2!M#0HT,#0N,S<@
M-C`S+COU(&P-"COP-"XS-R`V,#,N-#4@;0T*-"T+C,W(#8P,BXY-R!L#0I3
M#0HP(<S-"COP-"XS-R`V,#(N.3<@;0T*-(V+CDS(#8P,BXY-R!L#0HT,C8N
M.3,@-C`R+CDW(&T-"COP-BXY,R`V,#,N-#4@;`T*4PT*,XU(\$<-"COW-2XV
M-2`V,#,N-#4@;0T*-"#4T+C@W(#8P,RXT-2!L#0HT-30N-S<@-C`S+COU(&T-
M"COU-"XW-R`V,#(N.3<@;`T*4PT*,!"#0HT-30N-S<@-C`R+CDW(&T-"COW
M-2XV-2`V,#(N.3<@;`T*-"#<U+C8U(#8P,BXY-R!M#0HT-S4N-C4@-C`S+COU
M(&P-"E,-"C`N-2!`#0HU,S`N,3,@-C`S+COU(&T-"C4P.2XR-2`V,#,N-#4@
M;`T*-3`Y+C(U(#8P,RXT-2!M#0HU,#DN,C4@-C`R+CDW(&P-"E,-"C`@1PT*
M-3`Y+C(U(#8P,BXY-R!M#0HU,S`N,3,@-C`R+CDW(&P-"C4S,"XQ,R`V,#(N
M.3<@;0T*-3,P+C\$S(#8P,RXT-2!L#0I3#0I`5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@-S<N,#\$@-3DP+C<S(%1M#0HH4!)E<&%I9"!<*&%C8W)U961<*2!B96YE
M9FET(&-O<WOI5&H-"B] &, R`Q(%1F#0HR-RXT,#<T(#`N,#0W-B!41`T*6R@D
M*2TU,#`N,2@S,RXS*5U42@T*+T8R(#\$@5&8-"CON-3<Q.2`M,"XP-#<V(%1\$
M#0I;*`0I+34P,"XQ*# ,U+C(I751*#0HO1C,@,2!49@T*-2XP,#`U(#`N,#0W
M-B!41`T*6R@D7"@W-2XP*2TQ, BXV*%PI*5U42@T*+T8R(#\$@5&8-"C4N-#`U
M,R`M,"XP-#<V(%1\$#0I; *`1<`*#<T+C\$1+3\$R+C8H7"DI751*#0I%5`T*,"XU
M(&<-"C,U."XR.2`U.#8N.#D@,C(N-38@+3(N.#@<F4-"F8-"COP-"XS-R`U
M.#8N.#D@,C(N-38@+3(N.#@<F4-"F8-"COU-"XW-R`U.#8N.#D@,C`N.#@<@
M+3(N.#@<F4-"F8-"C4P.2XR-2`U.#8N.#D@,C`N.#@<+3(N.#@<F4-"F8-
M"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N-C4@-3<R+C(U
M(%1M#0HP(&<-"BA!<W-U;7!T:6]N<R!A<R!O9B!\$96-E;6)E<B`S,2E4:@T*
M+T8R(#\$@5&8-"C`N.3(X-R`M,2XS.#\$Q(%1\$#0HH1&ES8V]U;G0@<F%T92E4
M:@T*+T8S(#\$@5&8-"C(X+C0P-S4@,"XP-#<V(%1\$#0I; *#@N,#`I+3\$R+C(H
M)2E=5\$H-"B] &, B`Q(%1F#0HT+C4W, 3D@+3`N, #0W-B!41`T*6R@V+C<U*2TQ
M, BXR*4I751*#0HO1C, @, 2!49@T*-"XX, S, X(#`N, #0W-B!41`T*6R@X+C`P
M*2TQ, BXR*4I751*#0HO1C (@, 2!49@T*-2XT, #4S("TP+C`T-S8@5\$0-"ELH
M-BXW-2DM, 3(N, B@E*5U42@T*+30S+C(Q.#0@+3\$N, S, S-2!41`T*5\$X<&5C
M=&5D(&QO;F<M=&5R;2!R971U<FX@;VX@<@QA;B!A<W-E=' , I5&H-"B] &, R`Q
M(%1F#0HR."XT,#<U(#`N,#0W-B!41`T*6R@Y+C`P*2TQ, BXR*4I751*#0HO
M1C(@, 2!49@T*-"XU-S\$Y("TP+C`T-S8@5\$0-"ELH.2XP,"DM,3(N,B@E*5U4
M2@T*+T8S(#\$@5&8-"CON.#,S."`P+C`T-S8@5\$0-"ELH-RXV,BDM,3(N,B@E
M*5U42@T*+T8R(#\$@5&8-"C4N-#`U,R`M,"XP-#<V(%1\$#0I; *#<N,#`I+3\$R
M+C(H)2E=5\$H-"B] &-"`Q(%1F#0HM-# ,N,C\$X-"`M,2XS,S,U(%1\$#0HH4F#T
M92!O9B!C;VUP96YS871I;VX@:6YC<F5A<V4@7#(R-B!A=F5R86=E*51J#0HO
M1C,@,2!49@T*,C@N-#`W-2`P+C`T-S8@5\$0-"ELH-"XR-BDM,3(N,B@E*5U4
M2@T*+T8T(#\$@5&8-"CON-3<Q.2`M,"XP-#<V(%1\$#0I; *#ON,S`I+3\$R+C(H
M)2E=5\$H-"B] &, B`Q(%1F#0HQ,B`P(#`@,3(@,SDN-3<@-3\$X+C0Y(%1M#0HP
M+C<U(%1C#0I; *`@*2TQ.3\$P,"@@"DT-C`H("DM-S8P*`@("DT-C`H("DM
M-S8P*`@("DT-C`H("DM-S8P*`@("DT-#`H("DM,SOP*`I-#0P*`I+3(P
M*`I-#0P*`I+3,T,"@*30T,"@*2TR,"@*30T,"@*2TS-#`H("E=5\$H-
M"B] &-"`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T,3(N-3,@-3`V+C<S(%1M
M#0HP(%1C#0HH7"A);B!-:6QL:6]N<UPI*51J#0I%5`T*,"XU(\$<-"C4W,BXS
M-R`U,#(N.#D@;0T*,S`T+C@W(#4P,BXX.2!L#0HS,#0N-S<@-3`R+C@Y(&T-
M"C,P-"XW-R`U,#(N-#S@;`T*4PT*,!"#OHS,#0N-S<@-3`R+C@Q(&T-"C4W
M,BXS-R`U,#(N-#S@;`T*-3<R+C,W(#4P,BXT,2!M#0HU-S(N,S<@-3`R+C@Y
M(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-#SN.3<@-#D@C,W(%1M
M#0I; *%E;G-I;VX@0F5N969I=' , I+3<U-C\$N-2A/=AE<B!"96YE9FET<RE=
M5\$H-"D54#0HP+C4@1PT*-#0W+C,S(#0X-RXU,R!M#0HS,#0N-S<@-#@W+C4S
M(&P-"C,P-"XW-R`T.#<N-3,@;0T*,S`T+C@W(#0X-RXP-2!L#0I3#0HP(\$<-
M"C,P-"XW-R`T.#<N,#4@;0T*-"#0W+C,S(#0X-RXP-2!L#0HT-#<N,S,@-#@W
M+C`U(&T-"COT-RXS,R`T.#<N-3,@;`T*4PT*,"XU(\$<-"C4W,BXS-R`T.#<N
M-3,@;0T*-"#4Y+C4W(#0X-RXU,R!L#0HT-3DN-3<@-#@W+C4S(&T-"COU.2XU
M-R`T.#<N,#4@;`T*4PT*,"!"#0HT-3DN-3<@-#@W+C`U(&T-"C4W,BXS-R`T
M.#<N,#4@;`T*-3<R+C,W(#0X-RXP-2!M#0HU-S(N,S<@-#@W+C4S(&P-"E,-
M"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S\$T+C,W(#0W-2XR
M.2!4;0T*`\$Y.3DI5&H-"B] &-"`Q(%1F#0HU+C\$Q.34@+3`N,#0W-B!41`T*
M6R@Q.3DX*2TS,3\$Y+C<H,3DY-RE=5\$H-"B] &, R`Q(%1F#0HY+C<S.2`P+C`T
M-S8@5\$0-"B@Q.3DY*51J#0HO1C@,2!49@T*-"XQ-# ,R("TP+C`T-S8@5\$0-
M"ELH,3DY."DM,C\$T,RXT*`\$Y.3<I751*#0I%5`T*,"XU(\$<-"C,T-"XQ,R`T
M-S`N.3<@;0T*,S`T+C@W(#0W,"XY-R!L#0HS,#0N-S<@-#<P+CDW(&T-"C,P
M-"XW-R`T-S`N-#D@;`T*4PT*,"!"#0HS,#0N-S<@-#<P+COY(&T-"C,T-"XQ
M,R`T-S`N-#D@;`T*,S@T+C\$S(#0W,"XT.2!M#0HS-#ON,3,@-#<P+CDW(&P-
M"E,-"C`N-2!`#0HS.34N-S,@-#<P+CDW(&T-"C,U-BXS-R`T-S`N.3<@;`T*
M,S4V+C,W(#0W,"XY-R!M#0HS-38N,S<@-#<P+COY(&P-"E,-"C`@1PT*,S4V
M+C,W(#0W,"XT.2!M#0HS.34N-S,@-#<P+COY(&P-"C,Y-2XW,R`T-S`N-#D@
M;0T*,SDU+C<S(#0W,"XY-R!L#0I3#0HP+C4@1PT*-"#0W+C,S(#0W,"XY-R!M
M#0HT,#<N.3<@-#<P+CDW(&P-"COP-RXY-R`T-S`N.3<@;0T*-"#W+CDW(#0W
M,"XT.2!L#0I3#0HP(\$<-"COP-RXY-R`T-S`N-#D@;0T*-"#0W+C,S(#0W,"XT
M.2!L#0HT-#<N,S,@-#<P+COY(&T-"COT-RXS,R`T-S`N.3<@;`T*4PT*,"XU
M(\$<-"COX."XX-2`T-S`N.3<@;0T*-"#4Y+C4W(#0W,"XY-R!L#0HT-3DN-3<@-
M-#<P+CDW(&T-"COU.2XU-R`T-S`N-#D@;`T*4PT*,"!"#0HT-3DN-3<@-#<P
M+COY(&T-"COX."XX-2`T-S`N-#D@;`T*-"#X+C@U(#0W,"XT.2!M#0HT.#@N
M.#4@-#<P+CDW(&P-"E,-"C`N-2!`#0HU,S`N-C\$@-#<P+CDW(&T-"C4P,2XS

M,R`T-S`N.3<@;`T*-3`Q+C,S(#0W,"XY-R!M#0HU,#\$N,S,@-#<P+C0Y(&P-M"E,-"C`@1PT*-3`Q+C,S(#0W,"XT.2!M#0HU,S`N-CS@-#<P+C0Y(&P-"C4S M,"XV,2`T-S`N-#D@;0T*-3,P+C8Q(#0W,"XY-R!L#0I3#0HP+C4@1PT*-3<R M+C,W(#0W,"XY-R!M#0HU-#,N,#D@-#<P+CDW(&P-"C4T,RXP.2`T-S`N.3<@ M;0T*-30S+C`Y(#0W,"XT.2!L#0I3#0HP(\$<-"C4T,RXP.2`T-S`N-#D@;0T* M-3<R+C,W(#0W,"XT.2!L#0HU-S(N,S<@-#<P+C0Y(&T-"C4W,BXS-R`T-S`N M.3<@;`T*4PT*0E0-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S.2XU M-R`T-3@N-S,@5&T-"BA#;VUP;VYE;G1S(&]F(&YE="!P97)I;V1I8R!B96YE M9FET(&-O<W0I5&H-"B] &-`Q(%1F#0HQ+C\$Y,#8@+3\$N,S@Q,2!41`T**%-E M<G9I8V4@8V]S="E4:@T*+T8S(#\$@5&8-"C(U+C(V-#, @,"XP-#<V(%1\$#0I; M*"0I+3@S,RXU*#0N-BE=5\$H-"B] &-`Q(%1F#0HU+C\$Q.34@+3`N,#0W-B!4 M1`T*6R@D*2TX,S,N-2@T+C4I+3(U,S8N,2@D*2TX,S,N-2@T+C`I751*#0HO M1C,@,2!49@T*,3`N,C8R.2`P+C`T-S8@5\$0-"ELH)"DM,S,S+C0H,2XX*5U4 M2@T*+T8T(#\$@5&8-"CON,30S,B`M,"XP-#<V(%1\$#0I;*`0I+3,S,RXT*#N M-BDM,C`U.2XY*`0I+3,S,RXT*#N,RE=5\$H-"BTT-"XW.2`M,2XS,S,U(%1\$ M#0HH26YT97)E<W0@8V]S="E4:@T*+T8S(#\$@5&8-"C(V+C`Y-S<@,"XP-#<V M(%1\$#0HH,3<N,BE4:@T*+T8T(#\$@5&8-"C4N,3\$Y-2`M,"XP-#<V(%1\$#0I; M*#\$U+C8I+3,S-CDN-BQ-2XQ*5U42@T*+T8S(#\$@5&8-"C\$P+C(V,CD@,"XP M-#<V(%1\$#0HH-BXS*51J#0HO1C0@,2!49@T*-`XQ-#,R("TP+C`T-S8@5\$0- M"ELH-BXS*2TR.#DS+C,H-BXR*5U42@T*+30U+C8R,S0@+3\$N,S,S-2!41`T* M*\$5X<&5C=5D(')E='5R;B!O;B!P;&%N(&%S<V5T<RE4:@T*+T8S(#\$@5&8- M"C(U+C`V-#0@,"XP-#<V(%1\$#0I;*`PH,CON.2DM,3(N-BA<*2E=5\$H-"B] &-`Q(%1F#0HU+C\$Q.34@+3`N,#0W-B!41`T*6RA<*#(R+C4I+3\$R+C8H7"DI M+3(V.3\$N,2A<*#(P+C@I+3\$R+C8H7"DI751*#0HO1C,@,2!49@T*,3`N,C8R M.2`P+C`T-S8@5\$0-"ELH7"@Q+C4I+3\$R+C4H7"DI751*#0HO1C0@,2!49@T* M-"XQ-#,R("TP+C`T-S8@5\$0-"ELH7"@Q+C,I+3\$R+C4H7"DI+3(R,30N.2A< M*#\$N,"DM,3(N-2A<*2E=5\$H-"BTT-2XR.2`M,2XS,S,U(%1\$#0HH06UO<G1I M>F`T:6]N(&%N9`!O=&AE<BE4:@T*+T8S(#\$@5&8-"C(V+C4Y-S@@,"XP-#<V M(%1\$#0HH-BXR*51J#0HO1C0@,2!49@T*-2XQ,3DU("TP+C`T-S8@5\$0-"ELH M-"XV*2TT,#,V+C,H7"@N-"DM,3(N-"A<*2E=5\$H-"B] &,R`Q(%1F#0HQ,"XR M-C(Y(#`N,#0W-B!41`T**XQ*51J#0HO1C0@,2!49@T*-`XQ-#,R("TP+C`T M-S8@5\$0-"B@N,2E4:@T*150-"C`N-2!`#OHS,S(N,3,@-#`P+C8U(&T-"C,Q M,2XR-2`T,#`N-C4@;`T*,S\$Q+C(U(#0P,"XV-2!M#0HS,3\$N,C4@-#`P+C\$W M(&P-"E,-"C`@1PT*,S\$Q+C(U(#0P,"XQ-R!M#0HS,S(N,3,@-#`P+C\$W(&P- M"C,S,BXQ,R`T,#`N,3<@;0T*,S,R+C\$S(#0P,"XV-2!L#0I3#0HP+C4@1PT* M,S@S+C<S(#0P,"XV-2!M#0HS-C(N.#4@-#`P+C8U(&P-"C,V,BXX-2`T,#`N M-C4@;0T*,S8R+C@U(#0P,"XQ-R!L#0I3#0HP(\$<-"C,V,BXX-2`T,#`N,3<@ M;0T*,S@S+C<S(#0P,"XQ-R!L#0HS.#,N-S,@-#`P+C\$W(&T-"C,X,RXW,R`T M,#`N-C4@;`T*4PT*,`XU(\$<-"C0S-2XS,R`T,#`N-C4@;0T*-#`\$T+C0U(#0P M,"XV-2!L#0HT,30N-#4@-#`P+C8U(&T-"C0Q-"XT-2`T,#`N,3<@;`T*4PT* M,"!`#0HT,30N-#4@-#`P+C\$W(&T-"C0S-2XS,R`T,#`N,3<@;`T*-#`U+C,S M(#0P,"XQ-R!M#0HT,S4N,S,@-#`P+C8U(&P-"E,-"C`N-2!`#0HT.#(N,T,3,@ M-#`P+C8U(&T-"C0V-BXR.2`T,#`N-C4@;`T*-#8V+C(Y(#0P,"XV-2!M#0HT M-C8N,CD@-#`P+C\$W(&P-"E,-"C`@1PT*-#8V+C(Y(#0P,"XQ-R!M#0HT.#(N M,3,@-#`P+C\$W(&P-"C0X,BXQ,R`T,#`N,3<@;0T*-#@R+C\$S(#0P,"XV-2!L M#0I3#0HP+C4@1PT*-3(S+C@Y(#0P,"XV-2!M#0HU,#@N,#4@-#`P+C8U(&P- M"C4P."XP-2`T,#`N-C4@;0T*-3`X+C`U(#0P,"XQ-R!L#0I3#0HP(\$<-"C4P M."XP-2`T,#`N,3<@;0T*-3(S+C@Y(#0P,"XQ-R!L#0HU,C,N.#D@-#`P+C\$W M(&T-"C4R,RXX.2`T,#`N-C4@;`T*4PT*,`XU(\$<-"C4V-2XV-2`T,#`N-C4@ M;0T*-30Y+C@Q(#0P,"XV-2!L#0HU-#DN.#\$@-#`P+C8U(&T-"C4T.2XX,2`T M,#`N,3<@;`T*4PT*,`!`#0HU-#DN.#\$@-#`P+C\$W(&T-"C4V-2XV-2`T,#`N M,3<@;`T*-38U+C8U(#0P,"XQ-R!M#0HU-C4N-C4@-#`P+C8U(&P-"E,-"D)4 M#0HQ,"XP-SD@,"`P(#\$P+C`W.2`U,2XU-R`S.#<N.3,@5&T-"BA.970@<65R M:6]D:6,@8F5N969I="!C;W-T(%PH8W)E9&ET7"DI5&H-"B] &,R`Q(%1F#0HR M-2XR-C0S(#`N,#0W-B!41`T*6R@D*2TX,S,N-2@S+C\$I751*#0HO1C0@,2!4 M9@T*-2XQ,3DU("TP+C`T-S8@5\$0-"ELH)"DM.#,S+C4H,BXR*2TR-3,V+C\$H M)"DM-3`P+C\$H7"@R+C\$I+3\$R+C4H7"DI751*#0HO1C,@,2!49@T*,3`N,C8R M.2`P+C`T-S8@5\$0-"ELH)"DM,S,S+C0H-BXW*5U42@T*+T8T(#\$@5&8-"CON M,30S,B`M,"XP-#<V(%1\$#0I;*`0I+3,S,RXT*#8N-RDM,C`U.2XY*`0I+3,S M,RXT*#8N-2E=5\$H-"D54#0HP+C4@9PT*,S\$Q+C(U(#,X-"XP.2`R,"XX."`M M,BXX."!R90T*9@T*,S8R+C@U(#,X-"XP.2`R,"XX."`M,BXX."!R90T*9@T* M-#`\$T+C0U(#,X-"XP.2`R,"XX."`M,BXX."!R90T*9@T*-#8V+C(Y(#,X-"XP M.2`Q-2XX-"`M,BXX."!R90T*9@T*-3`X+C`U(#,X-"XP.2`Q-2XX-"`M,BXX M."!R90T*9@T*-30Y+C@Q(#,X-"XP.2`Q-2XX-"`M,BXX."!R90T*9@T*0E0- M"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@,S4T+C,S(%1M#0HP(&<-"BA4 M:&4@0V]M<&%N>2!A;F0@:71S('9E;G1U<F5S(')E86-H960@86=R965M96YT M('=I=&@=&AE(%5N:71E9"!3=&5E;'=O<FME<G,@;V8@06UE<FEC82!O;B!A M(&YE=R!L86)O<B!C;VYT<F%="`I5&H-"C`@+3\$N,3(@5\$0-"BAE9F9E8W1I M=F4@075G=7-T(#\$L(#\$Y.3DN(%1H92!A9W)E96UE;GO@8V]V97)S(&\$@9FEV M92UY96R('!E<FEO9"!A;F0@<'!O=FED97,@9F]R(&EN8W)E87-E9"!P96YS M:6]N(&E;F5F:71S("E4:@T*5"H-"BAC;VYS:7-T96YT('=I=&@=&AE('!A M='1E<FX@;V8@8F5N969I="!I;7!R;W9E;65N=',@;F5G;W1I871E9"!E87) L M:65R(&)Y('!H92!M86IO<B!S=&5E;"!C;VUP86YI97,N(\$S(&\$@<F5S=6QT M*"!T:&4@*51J#0HO1C0@,2!49@T*5"H-"BA#;VUP86Y7#(R,G,@86YN=6\$L M('!E;G-I;VX@97AP96YS92!I;F-R96%\$S960@)#\$N-R!M:6QL:6]N(&9O<B!P M; &%N(&EM<'!O=F5M96YT<R!C;VUM96YC:6YG(\$%U9W5S="`Q+"`Q.3DY+B`I M5&H-"C`@+3(N,R!41`T**\$N;G5A;"!C;VYT<FEB=71I;VYS('!O('!H92!P M96YS:6]N('!L86YS(&%R92!M861E('=I=&AI;B!I;F-O;64@=&%X(&1E9!5C M=&EB:6QI='D<F5S=')I8W1I;VYS(&EN(&%C8V]R9&%N8V4@=VET:"`I5&H- M"C`@+3\$N,3(@5\$0-"BAS=&%T=71O<GD@<F5G=6QA=&EO;G,N(\$EN('!H92!E M=F5N="!O9B!T97)M:6YA=&EO;BP@=&AE('!P;VYS;W)S(&-O=6QD(&)E(')E M<75I<F5D('!O(&9U;F0@<VAU=&1O=VX@86YD(&5A<FQY("E4:@T*5"H-"BAR M971I<F5M96YT(&)B;&EG871I;VYS('!H:6-H(&%R92!N;W0@:6YC;'5D960@ M:6X@=&AE('!E;G-I;VX@8F5N969I="!O8FQI9V`T:6]N<RX@*51J#0HR,BXX M."`M,BXS(%1\$#0HH-#D@*51J#0I\$`T*96YD<W1R96%M#0IE;F108FH-"C,V

M(#`@;V)J#0H\`/T*+U!R;V-3970@6R]01\$8@+U!E>'0@70T*+T9O;G0@/#P-M"BJ&,B'T(#`@4@T*+T8S(#4@,"!2#0H01C0=-B`P(%(-CX^#0H017AT1U-TM871E(#P\#0H01U,Q(#<@,"!2#0H^/@T*/CX-"F5N9&]B:@T*,S@,"!08FH-M"CP\#0H03&5N9W1H(#<W-#S-"CX^#0IS=!)E86T-"D)4#0H01C(@,2!49@T*M,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,"!G#0H01U,Q(&=S#0HP(%1CM#0HP(%1W#0HH("@"("@"@"@("@"@("@"@51J#0H01C,@,2!49@T*,"`M M,BXS-B!41`T**\$YO=&5S('!0(\$-O;G-O;&ED871E9"!&:6YA;F-I86P@4W1A M=&5M96Y<T<RE4:@T*+T8R(#\$@5&8-"C`@+3\$N,38@5\$0-"BA#;&5V96QA;F0M M0VQI9F9S(#ENR!A;F0@0V]N<V]L:6!A=&5D(%-U8G-I9&EA<FEE<R`I5&H-M"C`@+3(N,R141`T**%\$S<V5T<R!F;W(@3W1H97(@0F5N969I=',@:6YC;`5D M92!D97!O<VET<R!R96QA=&EN9R!T;R!I;G-U<F%N8V4@8V]N=')A8W1S(&%N M9"!6;VQU;G1A<GD@16UP;&]Y964@0F5N969I="`I5&H-"B] &-"Q(%1F#0HP M("TQ+C\$R(%1\$#0HH07-S;V-I871I;VX@7"A<,C(S5D5"05PR,C1<*2!4<G5S M=',@9F]R(&-E<G1A:6X@;6EN:6YG('9E;G1U<F5S('1H870@87)E(&%V86EL M86)L92!T;R!F=6YD(')E=&ER960@96UP;&]Y965S7#(R,B!L:69E("E4:@T* M5"H-"BAI;G-U<F%N8V4@;V)L:6=A=&EO;G,@86YD(&UE9&EC86P@8F5N969I M='N(%1H92!#;VUP86Y7#(R,G,@97-T:6UA=&5D(&%N;G5A;"!C;VY<FEB M=71I;VX@=&@=&AE(%9%0D%S('=I; &P@*51J#0I4*@T**&P<')O=&EM871E M("0Q+C\$@;6EL;&EO;B!B87-E9"!O;B!I=',@<VAA<F4@;V8@=&]N<R!P<F]D M=6-E9`X@*51J#0HP("TR+C,@5\$0-"BAI;B!A;FYU86P@<F%T92!O9B!I;F-R M96%\$92!I;B!T:&4@<5R(&-A<ET82!C;W-T(@]F(&-O=F5R960@:5&A;'1H M(&-A<F4@8F5N969I=',@;V8@-BXU('!E<F-E;G0@=V%S(&%S<W5M960@9F]R M("E4:@T*,"`M,2XQ,B!41`T**#(P,#`L(&1E8W)E87-I;F<@8GD@+C4@<&5R M8V5N="!P97(@>65A<B!T;R!A;B!A;FYU86P@<F%T92!O9B`U+C`@<&5R8V5N M="!F;W(@,C`P,R!A;F0@86YN=6%L;'D@=&AE<F5A9G1E<BX@02!O;F4@*51J M#0I4*@T**!E<F-E;G1A9V4@<@&]I;G0@8VAA;F=E;&EN('!H:7,@87-S=6UP M=&EO;B!W;W5L9"!H879E('!H92!F;VQL;W=I;F<@969F96-T<SH@*51J#0HU M+C@T("TQ+C\$R(%1\$#0HP+C8Y(%1C#0I;*""I+3(V,38P**`I-C@P**`@*2TU M-#`H("`I-C@P**`I,38P**`I+3@R,"@*5U42@T*+T8R(#\$@5&8-"C\$P+C`W M.2`P(#`@,3`N,#<Y(#0T-"XR,2`W-S\$N,C\$@5&T-"C`@5&,-"BA*\$EN(#UI M;&QI;VYS7"DI5&H-"D54#0HP+C4@1PT*,"!* (#`@:B`P+C(T('<@,3`@32!; M73`@9`T*,2!I(`T*-3\$V+C0U(#<V-RXS-R!M#0HT,CON,#4@-S8W+C,W(&P-M"COR-"XP-2`W-C<N,S<@;0T*-* (T+C`U(#<V-BXX.2!L#0I3#0HP(\$<-"COR M-"XP-2`W-C8N.#D@;0T*-3\$V+C0U(#<V-BXX.2!L#0HU,38N-#4@-S8V+C@Y M(&T-"C4Q-BXT-2`W-C<N,S<@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y M(#0R-RXQ-R`W-34N.#4@5&T-"ELH26Y<F5A<V4I+3\$R-CON.2A\$96-R96%S M92E=5\$H-"D54#0HP+C4@1PT*-#8T+C\$S(#<U,BXP,2!M#0HT,CON,#4@-S4R M+C`Q(&P-"COR-"XP-2`W-3(N,#\$@;0T*-* (T+C`U(#<U,2XU,R!L#0I3#0HP M(\$<-"COR-"XP-2`W-3\$N-3,@;0T*-*8T+C\$S(#<U,2XU,R!L#0HT-C0N,3,@ M-S4Q+C4S(&T-"COV-"XQ,R`W-3(N,#\$@;`T*4PT*,"XU(\$<-"C4Q-BXT-2`W M-3(N,#\$@;0T*-*8W+C0Y(#<U,BXP,2!L#0HT-C<N-#D@-S4R+C`Q(&T-"COV M-RXT.2`W-3\$N-3,@;`T*4PT*,"!#0HT-C<N-#D@-S4Q+C4S(&T-"C4Q-BXT M-2`W-3\$N-3,@;`T*-3\$V+C0U(#<U,2XU,R!M#0HU,38N-#4@-S4R+C`Q(&P-M" E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y-2XW,R`W-#N-#D@5&T-"ELH M169F96-T(&]N('!O=&%L(&]F('E<G9I8V4@86YD(&EN=&5R97-T(&-O<W0@ M8V]M<@]N96YT<R!I;B`Q.3DY*2TX,3DY<CDH)"DM-3`P+C\$H,2XU*2TQ.#8Y M+C0H)"DM-3`P+C\$H7"@Q+C\$I+3\$R+C4H7"DI751*#0HP("TQ+C(Q-#0@5\$0-M"ELH169F96-T(&]N(\$]T:&5R(\$)E;F5F:71S(&]B;&EG871I;VX@87,@;V8@ M1&5C96UB97(@,S\$L(\$\$Y.3DI+3DS,3\$N.2@Q,2XU*2TR,S8Y+C8H7"@Q,"XQ M*2TQ,BXV*\$PI*5U42@T*+T8U(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`W,#N M-#\$@5&T-"BA.;W!E(@@7#(R-R!);F-O;64@5&%X97,I5&H-"B] &-"Q(%1F M#0HP("TR+C,T(%1\$#0HH4VEG;FEF:6-A;G0@8V]M<@]N96YT<R!O9B!T:&4@ M0V]M<@%N>5PR,C)S(&1E9F5R<F5D('!A>"!A<W-E=',@86YD(&QI86)I;&ET M:65S(&%S(&]F(\$1E8V5M8F5R(#,Q+"`Q.3DY(&%N9)`Q.3DX(&%R92`I5&H-M"C`@+3\$N,3(@5\$0-"BAA<R!F;VQL;W=S.B`I5&H-"C@N,3@+3\$N,3(@5\$0-M"C\$N,#,@5&,-"ELH("@"("DM,3@R-#`H("I.#8P**`I+3(P,"@*3DV,"@@ M*2TR,"@*3@v,"@*2TR,#`H("E=5\$H-"B] & ,B`Q(%1F#0HQ,"XP-SD@,"`P M(#\$P+C`W.2`T,C<N.#D@-C,S+C8Y(%1M#0HP(%1C#0HH7"A);B!:-6]N M<UPI*51J#0I\$5`T*,"XU(\$<-"C0X."XS-R`V,CDN.#4@;0T*-*\$Y+C0Y(#8R M.2XX-2!L#0HT,3DN-#D@-C(Y+C@U(&T-"C0Q.2XT.2`V,CDN,S<@;`T*4PT* M,"!#0HT,3DN-#D@-C(Y+C,W(&T-"C0X."XS-R`V,CDN,S<@;`T*-*@X+C,W M(#8R.2XS-R!M#0HT.#@N,S<@-C(Y+C@U(&P-"E,-"D)4#0H01C,@,2!49@T* M,3`N,#<Y(#`@,"`Q,"XP-SD@-#(R+C8Q(#8Q-RXV,2!4;0T**\$Y.3DI5&H-M"BJ &,B`Q(%1F#0HT+C(Q-#<@+3`N,#0W-B!41`T**\$Y.3@I5&H-"D54#0HP M+C4@1PT*-#0U+C@Y(#8Q,RXR.2!M#0HT,3DN-#D@-C\$S+C(Y(&P-"C0Q.2XT M.2`V,3,N,CD@;0T*-*\$Y+C0Y(#8Q,BXX,2!L#0I3#0HP(\$<-"C0Q.2XT.2`V M,3(N.#\$@;0T*-*0U+C@Y(#8Q,BXX,2!L#0HT-#4N.#D@-C\$R+C@Q(&T-"C0T M-2XX.2`V,3,N,CD@;`T*4PT*,"XU(\$<-"C0X."XS-R`V,3,N,CD@;0T*-*8Q M+C<S(#8Q,RXR.2!L#0HT-C\$N-S,@-C\$S+C(Y(&T-"COV,2XW,R`V,3(N.#\$@ M;`T*4PT*,"!#0HT-C\$N-S,@-C\$R+C@Q(&T-"C0X."XS-R`V,3(N.#\$@;`T* M-#@X+C,W(#8Q,BXX,2!M#0HT.#@N,S<@-C\$S+C(Y(&P-"E,-"D)4#0HQ,"XP M-SD@,"`P(#\$P+C`W.2`Q,C,N.#\$@-C`Q+C<W(%1M#0HH1&5F97)R960@=&%X M(&%S<V5T<SHI5&H-"C\$N-3(T("TQ+C,S,S4@5\$0-"BAO;W-T<F5T:7)E;65N M="!B96YE9FET<R!O=&AE<B!T:&%N('!E;G-I;VYS*51J#0H01C,@,2!49@T* M,C<N.#\$R,B`P+C`T-S8@5\$0-"B@D,C\$N-"E4:@T*+T8R(#\$@5&8-"C0N,3DP M.2`M,"XP-#<V(%1\$#0HH)#(Q+C@I5&H-"BTS,BXP,#,Q("TQ+C,S,S4@5\$0-M"BA/&AE<B!L:6%B:6QI=&EE<RE4:@T*+T8S(#\$@5&8-"C(X+C,Q,C(@,"XP M-#<V(%1\$#0HH,3,N,BE4:@T*+T8R(#\$@5&8-"C0N,3DP.2`M,"XP-#<V(%1\$ M#0HH,3,N-RE4:@T*+3,R+C4P,S\$@+3\$N,S,S-2!41`T**\$L=&5R;F%T:79E M(&UI;FEM=6T@=&%X(&-R961I="!C87)R>690<G=A<F1S*51J#0H01C,@,2!4 M9@T*,C@N.#\$R,R`P+C`T-S8@5\$0-"B@X+CDI5&H-"B] &,B`Q(%1F#0HT+C\$Y M,#D@+3`N,#0W-B!41`T**#(N-"E4:@T*+T8T(#\$@5&8-"BTS,RXP,#,Q("TQ M+C,S,S4@5\$0-"BA%<75I='D@;&]S<R!<,C(V(\$-L:69F<R!A;F0@07-S;V-I M871E<R!,:6UI=&5D*51J#0H01C,@,2!49@T*,C@N.#\$R,R`P+C`T-S8@5\$0-M" B@T+C4I5&H-"B] &-"Q(%1F#0HT+C\$Y,#D@+3`N,#0W-B!41`T**\$N,RE4

M:@T*+3,S+C`P,S\$@+3\$N,S,S-2!41`T**\$]T:&5R*51J#0H01C,@,2!49@T*
M,C@N,S\$R,B`P+C`T-S8@5\$0-"B@Q-"XW*51J#0H01C0@,2!49@T*-"XQ.3`Y
M("TP+C`T-S8@5\$0-"B@Q."XW*51J#0I%5`T*,"XU(\$<-"C0T,BXP-2`U,S`N
M-S,@;0T*-(#T+C4S(#4S,"XW,R!L#0HT,C0N-3,@-3,P+C<S(&T-"C0R-"XU
M,R`U,S`N,C4@;`T*4PT*,"!`#0HT,C0N-3,@-3,P+C(U(&T-"C0T,BXP-2`U
M,S`N,C4@;`T*`#0R+C`U(#4S,"XR-2!M#0HT-#(N,#4@-3,P+C<S(&P-"E,-
M"C`N-2!`#0HT.#0N,CD@-3,P+C<S(&T-"C0V-BXW-R`U,S`N-S,@;`T*`#8V
M+C<W(#4S,"XW,R!M#0HT-C8N-S<@-3,P+C(U(&P-"E,-"C`@1PT*`#8V+C<W
M(#4S,"XR-2!M#0HT.#0N,CD@-3,P+C(U(&P-"C0X-"XR.2`U,S`N,C4@;0T*
M-#@T+C(Y(#4S,"XW,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,34T
M+C4S(#4Q."XP,2!4;0T**%10=&%L(&1E9F5R<F5D('!A>"!A<W-E=',I5&H-
M"B] &,R`Q(%1F#0HR-BXW.#@S(#`N,#0W-B!41`T**#8R+C<I5&H-"B] &-`Q
M(%1F#0HT+C\$Y,#D@+3`N,#0W-B!41`T**#4W+CDI5&H-"BTS-"XP,C<Q("TQ
M+C(Q-#0@5\$0-"BA\$969E<G)E9"!T87@;&EA8FEL:71I97,Z*51J#0H0+C4R
M-"`M,2XS,S,U(%1\$#0HH26YV97-T;65N="!I;B!V96YT=7)E<RE4:@T*+T8S
M(#\$@5&8-"C(X+C,Q,C(@,"XP-#<V(%1\$#0HH,C`N-RE4:@T*+T8T(#\$@5&8-
M"C0N,3DP.2`M,"XP-#<V(%1\$#0HH,C\$N,BE4:@T*+3,R+C4P,S\$@+3\$N,S,S
M-2!41`T**%1R;W!E<G1I97,I5&H-"B] &,R`Q(%1F#0HR."XS,3(R(#`N,#0W
M-B!41`T**#(P+C(I5&H-"B] &-`Q(%1F#0HT+C\$Y,#D@+3`N,#0W-B!41`T*
M*#\$T+C@I5&H-"BTS,BXU,#,Q("TQ+C,S,S4@5\$0-"BA/= &AE<BE4:@T*+T8S
M(#\$@5&8-"C(X+C@Q,C,@,"XP-#<V(%1\$#0HH."XT*51J#0H01C0@,2!49@T*
M-"XQ.3`Y("TP+C`T-S8@5\$0-"B@Y+C(I5&H-"D54#0HP+C4@1PT*`#0R+C`U
M(#0V,2XV,2!M#0HT,C0N-3,@-#8Q+C8Q(&P-"C0R-"XU,R`T-C\$N-C\$@;0T*
M-#(T+C4S(#0V,2XQ,R!L#0I3#0HP(\$<-"C0R-"XU,R`T-C\$N,3,@;0T*`#0R
M+C`U(#0V,2XQ,R!L#0HT-#(N,#4@-#8Q+C\$S(&T-"C0T,BXP-2`T-C\$N-C\$@
M;`T*4PT*,"XU(\$<-"C0X-"XR.2`T-C\$N-C\$@;0T*`#8V+C<W(#0V,2XV,2!L
M#0HT-C8N-S<@-#8Q+C8Q(&T-"C0V-BXW-R`T-C\$N,3,@;`T*4PT*,"!`#0HT
M-C8N-S<@-#8Q+C\$S(&T-"C0X-"XR.2`T-C\$N,3,@;`T*`#@T+C(Y(#0V,2XQ
M,R!M#0HT.#0N,CD@-#8Q+C8Q(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W
M.2`Q-30N-3,@-#0X+C@Y(%1M#0HH5]T86P@9&5F97)R960@=&%X(I#86)I
M;&ET:65S*51J#0H01C,@,2!49@T*,C8N-S@X,R`P+C`T-S8@5\$0-"B@T.2XS
M*51J#0H01C0@,2!49@T*-"XQ.3`Y("TP+C`T-S8@5\$0-"B@T-2XR*51J#0I%
M5`T*,"XU(\$<-"C0T,BXP-2`T-#4N,#4@;0T*`#(T+C4S(#0T-2XP-2!L#0HT
M,C0N-3,@-#0U+C`U(&T-"C0R-"XU,R`T-#0N-3<@;`T*4PT*,"!`#0HT,C0N
M-3,@-#0T+C4W(&T-"C0T,BXP-2`T-#0N-3<@;`T*`#0R+C`U(#0T-"XU-R!M
M#0HT-#(N,#4@-#0U+C`U(&P-"E,-"C`N-2!`#0HT.#0N,CD@-#0U+C`U(&T-
M"C0V-BXW-R`T-#4N,#4@;`T*`#8V+C<W(#0T-2XP-2!M#0HT-C8N-S<@-#0T
M+C4W(&P-"E,-"C`@1PT*`#8V+C<W(#0T-"XU-R!M#0HT.#0N,CD@-#0T+C4W
M(&P-"C0X-"XR.2`T-#0N-3<@;0T*`#@T+C(Y(#0T-2XP-2!L#0I3#0I"5`T*
M,3`N,#<Y(#`@,"`Q,"XP-SD@,38Y+C@Y(#0S,BXS,R!4;0T**\$YE="!D969E
M<G)E9"!T87@&87-S971S*51J#0H01C,@,2!49@T*,CON-S8T,R`P+C`T-S8@
M5\$0-"B@D,3,N-"E4:@T*+T8T(#\$@5&8-"C0N,3DP.2`M,"XP-#<V(%1\$#0HH
M)#\$R+C<I5&H-"D54#0HP+C4@9PT*`#(T+C4S(#0R."XT.2`Q-RXU,B`M,BXX
M."!R90T*9@T*`#8V+C<W(#0R."XT.2`Q-RXU,B`M,BXX."!R90T*9@T*0E0-
M"C\$R(#`@,"`Q,B`R-2XV-2`S.3@N-S,@5&T-"C`@9PT**%1H92!C;VUP;VYE
M;G1S(&]F('!H92!#;VUP86Y7#(R,G,@<)O=FES:6]N(&90<B!I;F-O;64@
M=&%X97,@87)E(&%S(&90;&QO=W,Z("E4:@T*,3`N-3(@+3\$N,3(@5\$0-"C\$N
M-3\$@5&,"-ELH("DM-C8V,"@*3@P,"@*3(P*`I.#0P*`I,C`H("DX,#`H
M("I,C@P*`@*3<X,"@@"("DR.#`H("E=5\$H-"B] &,B`Q(%1F#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`S,S8N-#4@,S<S+C4S(%1M#0HP(%1C#0HH7"A);B!-:6QL
M:6]N<UPI*51J#0I%5`T*,"XU(\$<-"C0V,"XR.2`S-CDN-CD@;0T*,C8T+C0U
M(#,V.2XV.2!L#0HR-C0N-#4@,S8Y+C8Y(&T-"C(V-"XT-2`S-CDN,C\$@;`T*
M4PT*,"!`#0HR-C0N-#4@,S8Y+C(Q(&T-"C0V,"XR.2`S-CDN,C\$@;`T*`#8P
M+C(Y(#,V.2XR,2!M#0HT-C`N,CD@,S8Y+C8Y(&P-"E,-"D)4#0H01C,@,2!4
M9@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,C@P+C<W(#,U-RXT-2!4;0T**\$Y.3DI
M5&H-"B] &,B`Q(%1F#0HV+C<S.#<@+3`N,#0W-B!41`T*6R@Q.3DX*2TU,3\$Y
M+CDH,3DY-RE=5\$H-"D54#0HP+C4@1PT*,S\$W+C`Q(#,U,RXQ,R!M#0HR-C0N
M-#4@,S4S+C\$S(&P-"C(V-"XT-2`S-3,N,3,@;0T*,C8T+C0U(#,U,BXV-2!L
M#0I3#0HP(\$<-"C(V-"XT-2`S-3(N-C4@;0T*,S\$W+C`Q(#,U,BXV-2!L#0HS
M,3<N,#\$@,S4R+C8U(&T-"C,Q-RXP,2`S-3,N,3,@;`T*4PT*,"XU(\$<-"C,X
M."XU,R`S-3,N,3,@;0T*,S(X+C<W(#,U,RXQ,R!L#0HS,C@N-S<@,S4S+C\$S
M(&T-"C,R."XW-R`S-3(N-C4@;`T*4PT*,"!`#0HS,C@N-S<@,S4R+C8U(&T-
M"C,X."XU,R`S-3(N-C4@;`T*,S@X+C4S(#,U,BXV-2!M#0HS.#@N-3,@,S4S
M+C\$S(&P-"E,-"C`N-2!`#0HT-C`N,CD@,S4S+C\$S(&T-"COP,"XU,R`S-3,N
M,3,@;`T*`#`P+C4S(#,U,RXQ,R!M#0HT,#`N-3,@,S4R+C8U(&P-"E,-"C`@
M1PT*`#`P+C4S(#,U,BXV-2!M#0HT-C`N,CD@,S4R+C8U(&P-"COP,"XR.2`S
M-3(N-C4@;0T*`#8P+C(Y(#,U,RXQ,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@,34Q+C@Y(#,T,"XT,2!4;0T**\$-U<G)E;G0I5&H-"B] &,R`Q(%1F
M#0HQ,BXW,SDS(#`N,#0W-B!41`T*,"XS,S,T(%1C#0I;*`ON*3,S,RXT*#\$I
M751*#0H01C(@,2!49@T*-BXT,#4T("TP+C`T-S8@5\$0-"C`@5&,"-ELH)#\$T
M+C@I+30X-CDN."@D,3\$N.2E=5\$H-"BTQ.2XQ-#0W("TQ+C,S,S4@5\$0-"BA\$
M969E<G)E9"E4:@T*+T8S(#\$@5&8-"C\$S+C(S.30@,"XP-#<V(%1\$#0I;*`PH
M+C(I+3\$R+COH7"DI751*#0H01C(@,2!49@T*-RXP-S(Q("TP+C`T-S8@5\$0-
M"ELH7"@N-"DM,3(N-"A<*2DM-34R-"XW*#4N."E=5\$H-"D54#0HP+C4@1PT*
M,CDV+C\$S(#,R,RXQ,R!M#0HR.#4N,S,@,S(S+C\$S(&P-"C(X-2XS,R`S,C,N
M,3,@;0T*,C@U+C,S(#,R,BXV-2!L#0I3#0HP(\$<-"C(X-2XS,R`S,C(N-C4@
M;0T*,CDV+C\$S(#,R,BXV-2!L#0HR.38N,3,@,S(R+C8U(&T-"C(Y-BXQ,R`S
M,C,N,3,@;`T*4PT*,"XU(\$<-"C,V-RXT,2`S,C,N,3,@;0T*,SOY+C@Y(#,R
M,RXQ,R!L#0HS-#DN.#D@,S(S+C\$S(&T-"C,T.2XX.2`S,C(N-C4@;`T*4PT*
M,"!`#0HS-#DN.#D@,S(R+C8U(&T-"C,V-RXT,2`S,C(N-C4@;`T*,S8W+C0Q
M(#,R,BXV-2!M#0HS-C<N-#\$@,S(S+C\$S(&P-"E,-"C`N-2!`#0HT,SDN,3<@
M,S(S+C\$S(&T-"COR,2XV-2`S,C,N,3,@;`T*`#(Q+C8U(#,R,RXQ,R!M#0HT
M,C\$N-C4@,S(R+C8U(&P-"E,-"C`@1PT*`#(Q+C8U(#,R,BXV-2!M#0HT,SDN
M,3<@,S(R+C8U(&P-"C0S.2XQ-R`S,C(N-C4@;0T*`#Y+C\$W(#,R,RXQ,R!L
M#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#(X,"XR.2`S

M,3`N.#D@5&T-"ELH)%PH+C\$!+3\$R+C0H7"DI751*#0HO1C(@,2!49@T*-BXT
M,#4T("TP+C`T-S8@5\$0-"ELH)#\$T+C0I+30X-CDN."@D,3<N-RE=5\$H-"D54
M#OHP+C4@9PT*,C@U+C,S(#,P-BXU-R`Q,"XX("TR+C@X(')E#0IF#0HS-#DN
M.#D@,S`V+C4W(#\$W+C4R("TR+C@X(')E#0IF#0HT,C\$N-C4@,S`V+C4W(#\$W
M+C4R("TR+C@X(')E#0IF#0I"5`T*+T8T(#\$@5&8-"C\$R(#`@,"`Q,B`S,#`N
M,C\$@,C<V+C@Q(%1M#0HP(&<"B@U,"`I5&H-"D54#0IE;F1S=')E86T-"F5N
M9&]B:@T*,SD@,"!O8FH-"CP\#0HO4!)O8U-E="!;+U!\$1B`05&5X="!="#0HO
M1F]N="`\/`T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"B] &-"`V(#`@4@T*+T8U
M(#\$X(#`@4@T*/CX-"B]%)>'1'4W1A=&4@/#P-"B]`4S\$@-R`P(%(-"CX^#0H^
M/@T*96YD;V)J#0HT,R`P(&]B:@T*/#P-"B],96YG=&@@-S`Y-0T*/CX-"G-T
M<F5A;0T*0E0-"B]&,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M
M#0HP(&<"B]`4S\$@9W,-"C`@5&,-"C`@5`<"B@@"`@`@("`@`@("`@`@("`@`@
M("`I5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH3F]T97,@=&\@0V]N<V]L
M:61A=&5D(\$9I;F%N8VEA;"!3=&%T96UE;G1S*51J#0HO1C(@,2!49@T*,"`M
M,2XQ-B!41`T**\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!#;VYS;VQI9&%T
M960@4W5B<VED:6%R:65S("E4:@T*,"`M,BXS(%1\$#0HH26X@,3DY.2P@=&AE
M(\$-0;7!A;GD@;6%D92!A9&1I=&EO;F%L('!A>"!A;F0@:6YT97)E<W0@&%Y
M;65N=",@;V8@)%\$N-2!M:6QL:6]N(')E;&%T960@=&\@9FEN86P<V5T=&QE
M;65N="!O9B!A=61I="`I5&H-"C`@+3\$N,3(@5\$0-"BAI<W-U97,@9F]R('EE
M87)S(#\$Y.3,@86YD(#\$Y.30N(\$EN('!H92!F;W5R=&@@<75A<GLE<B!O9B`Q
M.3DX+"!A(&9A=F]R86)L92!T87@861J=7-T;65N="!O9B`D,RXU(&UI;&QI
M;VX@=&V\$S("E4:@T*5`H-"BAR96-O<F1E9"!W:&EC:"!P<FEM87)I;`D<F5QI
M;&5C=&5D('!H92!E>`!E8W1E9"!O=71C;VUE(&]F('!H92`Q.3DS(&%N9"Q
M.3DT(%U9&ET(&ES<W5E<RX@26X@,3DY-RP@=&AE(\$-0;7!A;GD@*51J#0HO
M1C0@,2!49@T*5`H-"BAM861E(&%D9&ET:6]N86P@=&%X(&%N9"!I;G1E<F5S
M="!P87EM96YT<R!O9B`D,RXS(&UI;&QI;VX@86YD(')E8V]R9&5D(\$@) #4N
M-B!M:6QL:6]N(')E=F5R<V%L(&]F('!R:6]R('EE87)S7#(R,B!T87@*51J
M#0I4@T**&%C8W)U86QS(&EN('E-"1L96UE;G0@;V8@875D:71S(&90<B!Y
M96%R<R`Q.3DQ(&%N9"Q.3DR+B!&;W(@,3DY-RP@=&AE('!R;W9I<VEO;B!F
M;W(@:6YX;VUE('!A>"!I;F-L=61E9"!!=7-T<F%L:6%N("E4:@T*5`H-"BAF
M961E<F%L(&EN8V]M92!T87AE<R!O9B`D,BXQ(&UI;&QI;VXN("E4:@T*,"`M
M,BXS(%1\$#0HH4F5C;VYC:6QI871I;VX@;V8@=&AE(\$-0;7!A;GE<C(R<R!I
M;F-0;64@=&%X('!O('!H92!T87@861J=&AE(%5N:71E9"!3=&%T97,@<W1A
M="5T;W)Y(')A=&4@9F]L;&]W<SH@*51J#0HX+C\$X("TQ+C\$R(%1\$#0HP+CDU
M(%1C#0I;*`@*2TQ-C<R,"@@("DV,#`H("DM,30P*"`I,S`P*"`I+3(P*"`I
M-S@P*"`I+3(X,"@@*3<P,"@@*2TR,"@@*3<X,"@@*2TR.#`H("E=5\$H-"B] &
M,B`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T,#\$N.3<@-S<Q+C(Q(%1M#0HP
M(%1C#0HH7`A);B!-:6QL:6]N<UPI*51J#0I%5`T*,"XU(\$<"C`@2B`P(&H@
M,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-"COX."XS-R`W-C<N,S<@;0T*,S8W
M+C8U(#<V-RXS-R!L#0HS-C<N-C4@-S8W+C,W(&T-"C,V-RXV-2`W-C8N.#D@
M;`T*4PT*,"!`#0HS-C<N-C4@-S8V+C@Y(&T-"COX."XS-R`W-C8N.#D@;`T*
M-#@X+C,W(#<V-BXX.2!M#0HT.#@N,S<@-S8W+C,W(&P-"E,-(D)4#0HO1C,@
M,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S<T+C8Q(#<U-2XQ,R!4;0T**\$Y
M.3DI5&H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!41`T*6R@Q.3DX*2TR
M,S\$P+C\$H,3DY-RE=5\$H-"D54#0HP+C4@1PT*-"`Q+COY(#<U,"XX,2!M#0HS
M-C<N-C4@-S4P+C@Q(&P-"C,V-RXV-2`W-3`N.#\$@;0T*,S8W+C8U(#<U,"XS
M,R!L#0I3#0HP(\$<"C,V-RXV-2`W-3`N,S,@;0T*-"`Q+COY(#<U,"XS,R!L
M#0HT,#\$N-#D@-S4P+C,S(&T-"C0P,2XT.2`W-3`N.#\$@;`T*4PT*,"XU(\$<-
M"COT-"XY,R`W-3`N.#\$@;0T*-"\$V+C,W(#<U,"XX,2!L#0HT,38N,S<@-S4P
M+C@Q(&T-"COQ-BXS-R`W-3`N,S,@;`T*4PT*,"!`#0HT,38N,S<@-S4P+C,S
M(&T-"COT-"XY,R`W-3`N,S,@;`T*-"#0T+CDS(#<U,"XS,R!M#0HT-#0N.3,@
M-S4P+C@Q(&P-"E,-"C`N-2!`#0HT.#@N,S<@-S4P+C@Q(&T-"COU.2XX,2`W
M-3`N.#\$@;`T*-"#4Y+C@Q(#<U,"XX,2!M#0HT-3DN.#\$@-S4P+C,S(&P-"E,-
M"C`@1PT*-"#4Y+C@Q(#<U,"XS,R!M#0HT.#@N,S<@-S4P+C,S(&P-"COX."XS
M-R`W-3`N,S,@;0T*-"#@X+C,W(#<U,"XX,2!L#0I3#0I"5`T*,3`N,#<Y(#`@
M,"`Q,"XP-SD@,3(S+C@Q(#<S."XP.2!4;0T**%1A>"!A="!S=&%T=710<GD@
M<F%T92!O9B`S-2!P97)C96YT*51J#0HO1C,@,2!49@T*,CON-#`W,2`P+C`T
M-S8@5\$0-"ELH)DM,S,S+C0H,2XW*5U42@T*+T8R(#\$@5&8-"CON-C\$Y-2`M
M,"XP-#<V(%1\$#0I;*`0R-2XQ*2TR,#8P*"0R-2XT*5U42@T*+3(Y+C`R-C8@
M+3\$N,C\$T-"!41`T**\$EN8W)E87-E(%PH9&5C<F5A<V5<*2!D=64@=&\Z*51J
M#0HQ+COR.#<@+3\$N,S,S-2!41`T**%!E<F-E;G1A9V4@9&5P;&5T:6]N(&EN
M(&5X8V5S<R!O9B!C;W-T(&1E<&QE=&EO;BE4:@T*+T8S(#\$@5&8-"C(S+C0W
M.#0@,"XP-#<V(%1\$#0I;*`PH,2XX*2TQ,BXU*%PI*5U42@T*+T8R(#\$@5&8-
M"CON-S@V,B`M,"XP-#<V(%1\$#0I;*`PH-2XY*2TQ,BXU*%PI*2TR,S@Q+C4H
M7"@T+C(I+3\$R+C4H7"DI751*#0HM,C@N,C8T-B`M,2XS,S,U(%1\$#0HH169F
M96-T(&]F(&90<F5I9VX@=&%X97,I5&H-"B] &,R`Q(%1F#0HR-"XS,3\$X(#`N
M,#0W-B!41`T**"XR*51J#0HO1C(@,2!49@T*."XU.38Q("TP+C`T-S8@5\$0-
M"BE@R+C(I5&H-"B] &-"`Q(%1F#0HM,S(N.3`W.2`M,2XS,S,U(%1\$#0HH4`)I
M;W(@>65A<G<-C(R('!A>"!A9&IU<W1M96YT*51J#0HO1C,@,2!49@T*,C,N
M.3<X-2`P+C`T-S8@5\$0-"ELH7"@N,RDM,3(N-"A<*2E=5\$H-"B] &-"`Q(%1F
M#0HT+C(X-C\$@+3`N,#0W-B!41`T*6RA<*#0N-RDM,3(N-2A<*2DM,C,X,2XU
M*%PH-RXS*2TQ,BXU*%PI*5U42@T*+3(X+C(V-#8@+3\$N,S,S-2!41`T**\$]T
M:65R(&ET96US(#PR,C8@;F5T*51J#0HO1C,@,2!49@T*,CON,S\$Q."`P+C`T
M-S8@5\$0-"B@N,2E4:@T*+T8T(#\$@5&8-"CON-#4R."`M,"XP-#<V(%1\$#0I;
M*%PH+C\$!+3\$R+C0H7"DI+3(W,30N.2@Q+C8I751*#0I%5`T*,"XU(\$<"C,Y
M,"XV.2`V-C@N,C4@;0T*,S<T+C@U(#8V."XR-2!L#0HS-SON.#4@-C8X+C(U
M(&T-"C,W-"XX-2`V-C<N-S<@;`T*4PT*,"!`#0HS-SON.#4@-C8W+C<W(&T-
M"C,Y,"XV.2`V-C<N-S<@;`T*,SDP+C8Y(#8V-RXW-R!M#0HS.3`N-C@N-C8X
M+C(U(&P-"E,-"C`N-2!`#0HT,S@N.3,@-C8X+C(U(&T-"COR,2XT,2`V-C@N
M,C4@;`T*-"#(Q+C@Q(#8V."XR-2!M#0HT,C\$N-#S@-C8W+C<W(&P-"E,-"C`@
M1PT*-"#(Q+C@Q(#8V-RXW-R!M#0HT,S@N.3,@-C8W+C<W(&P-"C0S."XY,R`V
M-C<N-S<@;0T*-"#X+CDS(#8V."XR-2!L#0I3#0HP+C4@1PT*-"#@R+C,W(#8V
M."XR-2!M#0HT-CON.#4@-C8X+C(U(&P-"C0V-"XX-2`V-C@N,C4@;0T*-"#8T
M+C@U(#8V-RXW-R!L#0I3#0HP(\$<"C0V-"XX-2`V-C<N-S<@;0T*-"#@R+C,W
M(#8V-RXW-R!L#0HT.#(N,S<@-C8W+C<W(&T-"COX,BXS-R`V-C@N,C4@;`T*

M4PT*0E0-"C\$P+C`W.2`P`(#`@,3`N,#<Y(#\$R,RXX,2`V-34N-3,@5&T-"BA)
M;F-O;64@=&%X(&\$X<&5N<V4@7"AC<F5D:71<*2E4:@T*+T8S(#\$@5&8-"C(T
M+COP-S\$@,"XP-#<V(%1\$#0I;*"0I+34P,"XQ*%PH+C\$I+3\$R+C0H7"DI751*
M#0H01C0@,2!49@T*-"XV,3DU("TP+C`T-S8@5\$0-"ELH)#\$T+C0I+3(P-C`H
M)#\$W+C<I751*#0I%5`T*,"XU(&<-"C,W-"XX-2`V-3\$N-CD@,34N.#0@+3(N
M.#@<F4-"F8-"COR,2XT,2`V-3\$N-CD@,3<N-3(@+3(N.#@<F4-"F8-"D)4#0H01C4@,2!49@T*
M-"XX-2`V-3\$N-CD@,3<N-3(@+3(N.#@<F4-"F8-"D)4#0H01C4@,2!49@T*
M,3(@,"`P(#\$R(#(U+C8U(#8R,2XR,2!4;0T*,"!G#0HH3F)T92`Y(%PR,C<@
M1F%I<B!686QU92!09B!T:&4@0V]M<&%N>5PR,C)S(&9I;F%N8VEA;"!I;G-T<G5M
M96YT<R!A="!\$96-E;6)E<B`S,2P@,3DY.2!W97)E(&%S(&9Q;&QO=W,Z("E4
M:@T*-2XX-"`M,2XQ,B!41`T*,"XP,2!48PT*6R@*2TX-C8P*"`I+3\$R,#`H
M("`@("DM.3(P*"`I+3(R,"@*2TQ,C(P*"`I+30V,"@*2TX-#`H("`@("DM
M-C`P*"`I+3\$V,"@*2TQ,C(P*"`I+30X,"@*2TQ,C(P*"`@("`I+38X,"@
M*2TX-C`H("DM,38T,"@*2TX-C`H("DM,3(R,"@("`@*2TV.#`H("DM.#8P
M*"`I+3\$V-#`H("E=5\$H-"B] &,B`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S
M-#(N-#4@-38W+CDS(%1M#0HP(%1C#0HH7"A);B!-:6QL:6]N<UPI*51J#0I%
M5`T*,"XU(\$<-"C4Q-BXT-2`U-C0N,#D@;0T*,C(P+C(Y(#4V-"XP.2!L#0HR
M,C`N,CD@-38T+C`Y(&T-"C(R,"XR.2`U-C,N-C\$@;`T*4PT*,"!`#0HR,C`N
M,CD@-38S+C8Q(&T-"C4Q-BXT-2`U-C,N-C\$@;`T*-3\$V+C0U(#4V,RXV,2!M
M#0HU,38N-#4@-38T+C`Y(&P-"E,-"D)4#0H01C,@,2!49@T*,3`N,#<Y(#`@
M,"`Q,"XP-SD@,C<P+C(Q(#4U,2XX-2!4;0T**#\$Y.3DI5&H-"B] &,B`Q(%1F
M#0HQ-2XU.38W("TP+C`T-S8@5\$0-"B@Q.3DX*51J#0I%5`T*,"XU(\$<-"C,T
M,"XR.2`U-#<N-3,@;0T*,C(P+C(Y(#4T-RXU,R!L#0HR,C`N,CD@-30W+C4S
M(&T-"C(R,"XR.2`U-#<N,#4@;`T*4PT*,"!`#0HR,C`N,CD@-30W+C`U(&T-
M"C,T,"XR.2`U-#<N,#4@;`T*,S0P+C(Y(#4T-RXP-2!M#0HS-#`N,CD@-30W
M+C4S(&P-"E,-"C`N-2!`#0HU,38N-#4@-30W+C4S(&T-"C,U."XR.2`U-#<N
M-3,@;`T*,S4X+C(Y(#4T-RXU,R!M#0HS-3@N,CD@-30W+C`U(&P-"E,-"C`@
M1PT*,S4X+C(Y(#4T-RXP-2!M#0HU,38N-#4@-30W+C`U(&P-"C4Q-BXT-2`U
M-#<N,#4@;0T*-3\$V+C0U(#4T-RXU,R!L#0I3#0I`5`T*+T8S(#\$@5&8-"C\$P
M+C`W.2`P`(#`@,3`N,#<Y(#(R."XR,2`U,S4N,CD@5&T-"ELH0V%R<GEI;F<I
M+30W,#`H1BDP+C\$H86ER*5U42@T*+T8R(#\$@5&8-"C\$T+C4Y-C8@+3`N,#0W
M-B!41`T*6RA#87)R>6EN9RDM-S\$X-"XT*9A:7(I751*#0H01C,@,2!49@T*
M+3\$T+C,U.#4@+3\$N,3DP-B!41`T*+3`N,#`P,2!48PT*6RA!;6]U;G0I+30U
M-S(N-BA6*3`H86QU92E=5\$H-"B] &,B`Q(%1F#0HQ-"XU,#\$T("TP+C`T-S8@
M5\$0-"C`@5&,-"ELH06U=6YT*2TV.3,W+C4H5F%L=64I751*#0I%5`T*,"XU
M(\$<-"C(W-2XW,R`U,3@N-#D@;0T*,C(P+C(Y(#4Q."XT.2!L#0HR,C`N,CD@
M-3\$X+C0Y(&T-"C(R,"XR.2`U,3@N,#\$@;`T*4PT*,"!`#0HR,C`N,CD@-3\$X
M+C`Q(&T-"C(W-2XW,R`U,3@N,#\$@;`T*,C<U+C<S(#4Q."XP,2!M#0HR-S4N
M-S,@-3\$X+C0Y(&P-"E,-"C`N-2!`#0HS-#`N,CD@-3\$X+C0Y(&T-"C,P."XX
M-2`U,3@N-#D@;`T*,S`X+C@U(#4Q."XT.2!M#0HS,#@N.#4@-3\$X+C`Q(&P-"C,T
M,"XR.2`U,3@N,#\$@;0T*,S0P+C(Y(#4Q."XT.2!L#0I3#0HP+C4@1PT*-#(X
M+C,W(#4Q."XT.2!M#0HS-3@N,CD@-3\$X+C0Y(&P-"C,U."XR.2`U,3@N-#D@
M;0T*,S4X+C(Y(#4Q."XP,2!L#0I3#0HP(\$<-"C,U."XR.2`U,3@N,#\$@;0T*
M-#(X+C,W(#4Q."XP,2!L#0HT,C@N,S<@-3\$X+C`Q(&T-"COR."XS-R`U,3@N
M-#D@;`T*4PT*,"XU(\$<-"C4Q-BXT-2`U,3@N-#D@;0T*-#8W+C`Q(#4Q."XT
M.2!L#0HT<C<N,#\$@-3\$X+C0Y(&T-"COV-RXP,2`U,3@N,#\$@;`T*4PT*,"!`
M#0HT<C<N,#\$@-3\$X+C`Q(&T-"C4Q-BXT-2`U,3@N,#\$@;`T*-3\$V+C0U(#4Q
M."XP,2!M#0HU,38N-#4@-3\$X+C0Y(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P
M+C`W.2`Y-2XW,R`U,#4N-S<@5&T-"BA#87-H(&%N9)!C87-H(&5Q=6EV86QE
M;G1S*51J#0H01C,@,2!49@T*,30N-S8S,R`P+C`T-S8@5\$0-"ELH)#8W+C8I
M+30Q,\$SN-B@D-C<N-BE=5\$H-"B] &,B`Q(%1F#0HQ-"XQ-C@+3`N,#0W-B!4
M1`T*6R@D,3,P+C,I+34Y.#DH)\$\$S,"XS*5U42@T*+3(X+CDS,3,@+3\$N,S,S
M-2!41`T**\$QO;F<M=&5R;2!I;G9E<W1M96YT<RE4:@T*+T8S(#\$@5&8-"C\$U
M+C<V,S0@,"XP-#<V(%1\$#0I;*,N-2DM-3\$S,2XV*#,N-2E=5\$H-"B] &,B`Q
M(%1F#0HQ-"XV-C@Q("TP+C`T-S8@5\$0-"ELH-"XX*2TW-#@Y*#0N."E=5\$H-
M"BTS,"XT,\$\$U("TQ+C,S,S4@5\$0-"BA,;VYG+71E<FT@9&5B="E4:@T*+T8S
M(#\$@5&8-"C\$U+C(V,S0@,"XP-#<V(%1\$#0I;*,#<P+C`I+30V,\$SN-R@V,RXT
M*5U42@T*+T8R(#\$@5&8-"C\$T+C8V.#\$@+3`N,#0W-B!41`T*6R@W,"XP*2TV
M.3@Y*#<Q+C,I751*#0H01C0@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#0U,2XW
M-R!4;0T**\$%T(\$1E8V5M8F5R(#,Q+"`Q.3DY(&%N9)`Q.3DX+"!T:&4@0V]M
M<&%N>2!H860@86X@:6YV97-T;65N="!I;B!P=6)L:6-L>2!T<F%#D960@8V]M
M;6]N('`-T;V-K+"!W:71H(&%N("E4:@T*,"`M,2XQ,B!41`T**&]R:6=I;F%L
M(&)A<VES(&]F("OQ,2XU(&UI;&QI;VXL('H=6-H('A<R!R96-O<F1E9"!A
M<R!A(&QO;F<M=&5R;2!I;G9E<W1M96YT(%PH:6YC;'5D960@:6X@3W1H97(@
M07-S971S(%PR,C<@*51J#0I4*#T**\$UI<V-E;&QA;F50=7-<*2!A;F0@8VQA
M<W-I9FEE9"!A<R!A=F%I;&%B;&4M9F]R+7-A;&4N("E4:@T*,"`M,BXS(%1\$
M#0HH5&AE(&9A:7(@=F%L=64@;V8@=&AE(\$-0;7!A;GE<C(R<R!L;VYG+71E
M<FT@9&5B="!W87,@9&5T97)M:6YE9"!B87-E9"!O;B!A(&I<V-O=6YT960@
M8V%S:"!F;&]W(&%N86QY<VES(&%N9)`I5&H-"C`@+3\$N,3(@5\$0-"BAE<W1I
M;6%T960@8W5R<F5N="!B;W)R;W=I;F<@<F%T97,N("E4:@T*,"`M,BXS(%1\$
M#0HH5&AE(\$-0;7!A;GD@:&%D(\$-A;F%D:6%N(&90<G=A<F0@8W5R<F5N8WD@
M97AC:&%N9V4@8V]N=")A8W1S(&EN('1H92!N;W1I;VYA;"!A;6]U;G0@;V8@
M)#(R+C4@;6EL;&EO;B!A;F0@*51J#0HP("TQ+C\$R(%1\$#0HH)#\$S+C@;6EL
M;&EO;B!A="!\$96-E;6)E<B`S,2P@,3DY.2!A;F0@,3DY."P<@F5S<&5C=&EV
M96QY+B!4:&4@9F%I<B!V86QU92!09B!T:&4@8V]N=")A8W1S+"!W:&EC:"!H
M879E('9A<GEI;F<@*51J#0I4*#T**\$UA='5R:71Y(&1A=&5S(&]F(&QE<W,@
M=&AA;B!T=V5L=F4@;6]N=&AS+"!W97)E(&5S=&EM871E9"!T;R!B92`D+C0@
M;6EL;&EO;B!A;F0@>F5R;RP@<F5S<&5C=&EV96QY+"!B87-E9"!O;B`I5&H-
M"E0J#0HH1&5C96UB97(@,S\$L(#\$Y.3D@86YD(#\$Y.3@99F]R=V%R9"!R871E
M<RX@*51J#0HR,BXX."`M,BXS(%1\$#0HH-3\$@*51J#0I%5`T*96YD<W1R96%M
M#0IE;F108FH-"COT(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E>'0@
M70T*+T9O;G0@/#P-"B] &,B`T(#`@4@T*+T8S(#4@,"!2#0H01C0@-B`P(%(-

M"B] &-2`Q. ``P (% (-CX^#0HO17AT1U-T871E (#P#0HO1U,Q (#<@, " !2#0H^ M/@T*/CX-"F5N9&]B:@T*-#8@, " !08FH-"CP\#0HO3&5N9W1H (#4T-3<-CX^ M#0IS=")E86T-"D)4#0HO1C (@,2!49@T*,3 (@, " `P (#\$R (# (U+C8U (#DV,2XP M-2!4;0T*, " !G#0HO1U,Q (&S#0HP (%1C#0HP (%1W#0HH (" @ (" @ (" @ (" @ M (" @ (" @ *51J#0HO1C, @,2!49@T*, " !M,BXS-B!41`T**\$YO=&5S ('1O (\$-O M;G-O; &ED871E9"! &:6YA;F-I86P@4W1A=&5M96YT<RE4:@T*+T8R (#\$@5&8-M"C`@+3\$N,38@5\$0-"BA#; &5V96QA;F0M0VQI9F9S (\$EN8R!A;F0@0V]N<V]L M:61A=&5D (%-U8G-I9&EA<FEE<R`I5&H-"B] &-2`Q (%1F#0HP ("TR+C,V (%1\$ M#0HH3F]T92`Q, " !<,C (W (%-T;V-K (%!L86YS*51J#0HO1C (@,2!49@T*, " !M M,BXS-" !41`T**%1H92`Q.3DR (\$EN8V5N=&EV92!%<75I="D@4&QA;B!W87, @ M86UE;F1E9"!I;B!-87DL (#\$Y.3D@=&\@875T:&]R:7IE ('1H92!#;VUP86YY M ('1O (&ES<W5E ('5P ('1O (#\$L-S`P+#`P, " `I5&H-"C`@+3\$N,3 (@5\$0-"BA# M;VUM;VX@4VAA<F5S (%PH<')E=FEO=7-L>2`Q+#\$U, "PP, # `@0V]M;6]N (%-H M87)E<UPI ('5P;VX@=&AE (&5X97)C:7-E (&]F (\$]P=&EO;G,@4FEG:'1S+"!A M<R!297-T<FEC=&5D (%-H87)E<RP@*51J#0I4*@T**&EN ('!A>6UE;G0@;V8@ M4&5R9]R;6%N8V4@4VAA<F5S (&]R (%!E<F90<FUA;F-E (%5N:71S ('1H870@ M:&5V92!B965N (&5A<FYE9"P@87, @1&5F97)R960@4VAA<F5S+"!O<B!I;B!P M87EM96YT ("E4:@T*5"H-"BAO9B!D:79I9&5N9"!E<75I="F%L96YT<R!P86ED M (&]N (&%W87)D<R!M861E ('5N9&5R ('1H92!0; &%N+B!3=6-H ('-H87)E<R!M M87D@8F4@<VAA<F5S (&]F (&]R:6=I;F%L (&ES<W5A;F-E+" `I5&H-"E0J#0HH M=")E87-U<GD@<VAA<F5S+"!O<B!A (&-O;6)I;F%T:6]N (&]F (&)O=&@N (%-T M;V-K (&]P=&EO;G,@;6%Y (&E (&=R86YT960@870@82!P<FEC92!N;W0@; &5S M<R!T:&%N ('1H92!F86ER (&UA<FME="!V86QU92`I5&H-"E0J#0HH;V8@=&AE M ('-T;V-K (&]N ('1H92!D871E ('1H92!O<`1I;VX@:7, @9W)A;G1E9"P@9V5N M97)A;&QY (&%R92!N;W0@<W5B:F5C="!T;R!R92UP<FEC:6YG+"!A;F0@;75S M="!B92!E>&5R8VES86)L92!N;W0@*51J#0I4*@T**&QA=&5R ('1H86XE=&5N M ('EE87)S (&%N9"!O;F4@9&%Y (&%F=&5R ('1H92!D871E (&]F (&=R86YT+B!3 M=&]C:R!A<`!R96-I871I;VX@<FEG:'1S (&UA>2!B92!G<F%N=&5D (&5I=&AE M<B!A="!O<B!A9G1E<B`I5&H-"E0J#0HH=&AE ('!I;64@;V8@82!S=&]C:R!O M<`1I;VX@9W)A;GON (&-O;6UO;B!3:&%R97,@;6%Y (&E (&%W87)D960@;W (@ M<V]L9"!T;R!C97)T86EN (&5M<&QO>65E<R!W:71H (&1I<W!O<VET:6]N ("E4 M:@T*5"H-"BAR97-T<FEC=&EO;G,@;W9E<B!S<&5C:69I960@<&5R:6]D<RX@ M5&AE (\$-O;7!A;GD@<F5C;W)D960@82!C<F5D:70@;V8@)"XS (&UI;&QI;VX@ M:6X@,3DY.2P@86YD (&5X<&5N<V4@;V8@*51J#0I4*@T**"OR+C4@;6EL;&EO M;B!A;F0@)#,N, " !M:6QL:6]N (&EN (#\$Y.3@&86YD (#\$Y.3<L (')E<W!E8W1I M=F5L>2P@<F5L871I;F<@=&\@;W1H97 (@<W108VLM8F%S960@8V]M<&5N<V%T M:6]N+"!P<FEM87)I;`D@*51J#0I4*@T**'1H92!097)F;W)M86YC92!3:&%R M92!P<F]G<F%N+B`I5&H-"B] &-`Q (%1F#0HP ("TR+C,@5\$0-"BA4:&4@,3DY M-B!.;VYE;7!L;WEE92!\$:7)E8W1O<G<-,C (R (\$-O;7!E;G-A=&EO;B!O; &%N M (&%U=&AO<FEZ97, @=&AE (\$-O;7!A;GD@=&\@:7-S=64@=7`@=&\@-3`L, # `P M (\$-O;6UO;B`I5&H-"C`@+3\$N,3 (@5\$0-"BA3:&%R97, @=&\@;F]N96UP;&]Y M964@1&ER96-T;W)S+B!4:&4@4&QA;B!W87, @86UE;F1E9"!E9F9E8W1I=F4@ M2F%N=6%R>2`Q+"`Q.3DY ('1O ('!R;W9I9&4@9F]R ('1H92!G<F%N="!O9B`R M+#`P, " `I5&H-"E0J#0HH4F5S=")I8W1E9"!3:&%R97, @=&\@;F]N96UP;&]Y M964@1&ER96-T;W)S (&9I<G-T (&5L96-T960@;VX@;W (@869T97 (@2F%N=6%R M>2`Q+"`Q.3DY+"!A;F0@86QS;R!P<F]V:61E<R!T:&%T ("E4:@T*5"H-"BAN M;VYE;7!L;WEE92!\$:7)E8W1O<G, @;75S="!T86ME (&%T (&QE87-T (#0P ('!E M<F-E;G0@;V8@=&AE:7 (@86YN=6%L (')E=&%I;F5R (&EN (\$-O;6UO;B!3:&%R M97,N (%1H92!297-T<FEC=&5D ("E4:@T*5"H-"BA3:&%R97, @=F5S="!F:79E M ('EE87)S (&9R;VT@=&AE (&1A=&4@;V8@87=A<FON ("E4:@T*, " !M, BXS'1\$ M#0HH1D%30B!3=&%T96UE;G0@,3 (S (')E<75I<F5S ('!R;R!F;W)M82!D:7-C M; &]S=7)E (&]F (&YE="!I;F-O;64@86YD (&5A<FYI;F=S ('!E<B!S:&%R92!A M<R!I9B!T:&4@9F%I<B!V86QU92!M971H;V0@*51J#0HP ("TQ+C\$R (%1\$#0HH M9F]R ('9A;`5I;F<@<W108VLE;W!T:6]N<R!H860@8F5E;B!A<`!L:65D+B!4 M:&4@0V]M<&%N>5PR,C)S ('!R;R!F;W)M82!I;F90<FUA=&EO;B!F;VQL;W=S M.B`I5&H-"C\$P+C4R ("TQ+C\$R (%1\$#0HP+C<S (%1C#0I; **`@*2TQ,C,V, "@@ M ("DU, # `H ("DM, # `H ("DU, # `H ("I, C8P*`I+34P, "@@*2TR, "@@*2TR, "@@ M*3 (T, " @@*2TU, # `H ("E=5\$H-"B] &,R`Q (%1F#0HQ, "XP-SD@, " `P (#\$P+C`W M.2`S,S<N-#\$@-3<Y+C8Y (%1M#0HP (%1C#0HH,3DY.2E4:@T*+T8R (#\$@5&8-M"CON,C@V,2`M, "XP-#<V (%1\$#0I;*\$Y.3@I+3,P, # `N-B@Q.3DW*5U42@T* M150-"C`N-2!`#0HP (\$H@, " !J (#`N,C0@=R`Q, " !- (%M="!D#0HQ (&D@#0HS M-3DN-#D@-3<U+C,W (&T-"C,S-2XT.2`U-S4N,S<@;`T*,S,U+C0Y (#4W-2XS M-R!M#0HS,S4N-#D@-3<T+C@Y (&P-"E,-"C`@1PT*,S,U+C0Y (#4W-"XX.2!M M#0HS-3DN-#D@-3<T+C@Y (&P-"C,U.2XT.2`U-S0N.#D@;0T*,S4Y+C0Y (#4W M-2XS-R!L#0I3#0HP+C4@1PT*-*`Y+C8U (#4W-2XS-R!M#0HS-S\$N-#D@-3<U M+C,W (&P-"C,W,2XT.2`U-S4N,S<@;0T*,S<Q+C0Y (#4W-"XX.2!L#0I3#0HP M (\$<-"C,W,2XT.2`U-S0N.#D@;0T*-*`Y+C8U (#4W-"XX.2!L#0HT,#DN-C4@ M-3<T+C@Y (&T-"COP.2XV-2`U-S4N,S<@;`T*4PT*, "XU (\$<-"COV, "XR.2`U M-S4N,S<@;0T*-*`Y+C@Y (#4W-2XS-R!L#0HT,C\$N.#D@-3<U+C,W (&T-"COR M,2XX.2`U-S0N.#D@;`T*4PT*, " !`#0HT,C\$N.#D@-3<T+C@Y (&T-"COV, "XR M.2`U-S0N.#D@;`T*-*#8P+C (Y (#4W-"XX.2!M#0HT-C`N,CD@-3<U+C,W (&P-M"E,-"D)4#0HQ, "XP-SD@, " `P (#\$P+C`W.2`Q-3\$N.#D@-38R+C8U (%1M#0HH M3F5T (&EN8V]M92!<*&UI;&QI;VYS7"DI5&H-"B] &,R`Q (%1F#0HQ. "XR.#<U M (#`N,#0W-B!41`T**"OS+C\$S5&H-"B] &,B`Q (%1F#0HS+C@U-S4@+3`N,#0W M-B!41`T*6R@D-3<N,BDM,C<W-"XT*"OU-2XP*5U42@T*+3 (R+C\$T-2`M,2XR M,30T (%1\$#0HH16%R;FEN9W, @<&5R ('-H87)E.BE4:@T*,2XQ-C8X ("TQ+C,S M,S4@5\$0-"BA"87-I8RE4:@T*+T8S (#\$@5&8-"C\$W+C\$R,#<@, "XP-#<V (%1\$ M#0HH)"XR."E4:@T*+T8R (#\$@5&8-"C,N.#4W-2`M, "XP-#<V (%1\$#0I;*"OU M+C`Y*2TR-S<T+C0H)#0N.#,I751*#0HM,C`N.3<X,B`M,2XS,S,U (%1\$#0HH M1&EL=71E9"E4:@T*+T8S (#\$@5&8-"C\$W+C\$R,#<@, "XP-#<V (%1\$#0I;*"OU M-S<T+C0H)#0N.#,I751*#0HO1C0@,2!49@T*,3 (@, " `P (#\$R (# (U+C8U (#0Y M-BXT,2!4;0T**%1H92!F86ER ('9A;'5E (&]F ('1H97-E (&]P=&EO;G,@=V%S M (&5S=&EM871E9"!A="!T:&4@9&%T92!O9B!G<F%N="!U<VEN9R!A (\$)L86-K M+5-C:&]L97,@;W!T:6]N ('!R:6-I;F<@;6]D96P@=VET:" `I5&H-"C`@+3\$N

M, 3 (@5\$0-"BAT: &4@9F]L; &]W: 6YG ('=E: 6=H=&5D+6%V97) A9V4@87-S=6UP
M=&EO; G; @9F]R (#\$Y. 3DL (#\$Y. 3@86YD (#\$Y. 3<Z ("E4:@T*. "XQ. " `M, 2XQ
M, B! 41 `T*, "XY, 2! 48PT*6R@*2TQ-S`R, "@@ ("DV, # `H ("DM, S (P* ` `I, S `P
M* ` `@*38P, "@@*2TS, C `H ("DS, # `H (" `I-3@P* ` `I+3, R, "@@*5U42@T*+T8S
M (#\$@5&8-"C\$P+C`W. 2`P (# `@, 3 `N, #<Y (#, V, RXP. 2`T-3<N, #4@5&T-"C`@
M5&, -"B@Q. 3DY*51J#0H01C (@, 2! 49@T*-"XX, S, X ("TP+C`T-S8@5\$0-"ELH
M, 3DY. "DM, C@U-RXW*#\$Y. 3<I751*#0I%5`T*, "XU (\$<-"C, Y, "XT-2`T-3 (N
M-S, @; @T*, S4U+C@Y (#0U, BXW, R! L#0HS-34N. #D@-#4R+C<S (&T-"C, U-2XX
M. 2`T-3 (N, C4@; `T*, SDP+C@U (#0U, BXR-2! M#OHS. 3`N-#4@-#4R+C<S (&P-"E, -
M"C`N-2! `! #0HT, SDN, 3<@-#4R+C<S (&T-"C@P-"XV, 2`T-3 (N-S, @; `T*-"#`T
M+C8Q (#0U, BXW, R! M#0HT, #0N-C\$@-#4R+C (U (&P-"E, -"C`@1PT*-"#`T+C8Q
M (#0U, BXR-2! M#0HT, SDN, 3<@-#4R+C (U (&P-"C@S. 2XQ-R`T-3 (N, C4@; @T*
M-#, Y+C\$W (#0U, BXW, R! L#0I3#0HP+C4@1PT*-"@X+C, W (#0U, BXW, R! M#0HT
M-3, N, S, @-#4R+C<S (&P-"C@U, RXS, R`T-3 (N-S, @; @T*-"#4S+C, S (#0U, BXR
M-2! L#0I3#0HP (\$<-"C@U, RXS, R`T-3 (N, C4@; @T*-"@X+C, W (#0U, BXR-2! L
M#0HT. #@N, S<@-#4R+C (U (&T-"C@X. "XS-R`T-3 (N-S, @; `T*4PT*0E0-"C\$P
M+C`W. 2`P (# `@, 3 `N, #<Y (#\$R, RXX, 2`T-`N, #@\$5&T-"BA2: 7-K+69R964@
M: 6YT97) E<W@<F%T92E4: @T*+T8S (#\$@5&8-"C (S+C8Y, C<@, "XP-#<V (%1\$
M#0I; *#0N-SDI+3\$R+C (H) 2E=5\$H-"B] &, B`Q (%1F#0HT+C@S, S@+3 `N, #0W
M-B! 41 `T*6R@U+C@W*2TQ, BXR* "4I+3 (R-C (N-2@V+C`T*2TQ, BXR* "4I751*
M#0HM, C@N-3 (V-2 `M, 2XS, S, U (%1\$#0HH1&EV: 61E; F@>6EE; &0I5&H-"B] &
M, R`Q (%1F#0HR, RXV. 3 (W (# `N, #0W-B! 41 `T*6R@S+C@R*2TQ, BXR* "4I751*
M#0H01C (@, 2! 49@T*-"XX, S, X ("TP+C`T-S8@5\$0-"ELH, RXQ-2DM, 3 (N, B@E
M*2TR, C8R+C4H, BXY-RDM, 3 (N, B@E*5U42@T*+T8T (#\$@5&8-"BTR. "XU, C8U
M ("TQ+C (Q-#0@5\$0-"BA6; VQA=&EL: 71Y (&9A8W10<B! <, C (V (&UA<FME="! P
M<FEC92! 09B! #; VUP86Y7# (R, G, @*51J#0HP ("TQ+C\$Q. 3 (@5\$0-"BAC; VUM
M; VX<@W108VLI5&H-"B] &, R`Q (%1F#0HR, RXV. 3 (W (# `N, #0W-B! 41 `T**XR
M, C, I5&H-"B] &-"`Q (%1F#0HT+C@S, S@+3 `N, #0W-B! 41 `T*6R@N, C (T*2TS
M, 3`W+C<H+C (R, 2E=5\$H-"BTR. "XU, C8U ("TQ+C, S, S4@5\$0-"BA%>! E8W1E
M9"! L: 69E (&] F (&] P=&EO; G, @7# (R-B! Y96%R<RE4: @T*+T8S (#\$@5&8-"C (S
M+C8Y, C<@, "XP-#<V (%1\$#0HH-BXQ-2E4: @T*+T8T (#\$@5&8-"CON. #, S. " `M
M, "XP-#<V (%1\$#0I; *#0N, S\$I+3, Q, #<N-R@T+C, Q*5U42@T*+3 (X+C4R-C4@
M+3\$N, C\$T=" `! 41 `T**#E: 6=H=&5D+6%V97) A9V4@9F%I<B! V86Q9U2! 09B! O
M< `I I; VYS (&=R86YT960@*51J#0HP ("TQ+C\$Q. 3 (@5\$0-"BAD=7) I; F<@=&AE
M ("EE87 (I5&H-"B] &, R`Q (%1F#0HR, RXQ. 3 (W (# `N, #0W-B! 41 `T**"OU+C4R
M*51J#0H01C@, 2! 49@T*-"XX, S, X ("TP+C`T-S8@5\$0-"ELH) #@N-C4I+3 (S
M, #<N-R@D. "XY-"E=5\$H-"B] &, B`Q (%1F#0HQ, B`P (# `@, 3 (@, S `P+C (Q (#, S
M. "XY-R! 4; @T**#4R ("E4: @T*150-"F5N9' -T<F5A; @T*96YD; V) J#0HT-R`P
M (&] B: @T*/#P-"B] 0<F] C4V5T (%L@4\$1& "] 497AT (@T-"B] &; VYT (#P#0HO
M1C (@-" `P (@-"B] &, R`U (# `@4@T*+T8T (#8@, " !2#0H01C4@, 3@, " !2#0H^
M/@T*+T5X=\$-3=&@T92` \ / `T*+T=3, 2`W (# `@4@T*/CX-"CX#0IE; F108FH-
M"C@Y (# `@; V) J#0H \ / `T*+TQE; F=T: " `Y, #8Q#0H^/@T* <W1R96%M#0I "5`T*
M+T8R (#\$@5&8-"C\$R (# `@, " `Q, B`R-2XV-2`Y-C\$N, #4@5&T-"C`@9PT*+T=3
M, 2! G<PT*, " !48PT*, " !4=PT* ` `@ (" `@ (" `@ (" `@ (" `@ ("E4: @T*+T8S
M (#\$@5&8-"C`@+3 (N, S8@5\$0-"BA. ; W1E<R! T; R! #; VYS; VQI9&%T960@1FEN
M86YC: 6%L (%-T871E; 65N=' , I5&H-"B] &, B`Q (%1F#0HP ("TQ+C\$V (%1\$#0HH
MOVQE=F5L86YD+4-L: 69F<R!); F, @86YD (\$-O; G-O; &ED871E9"! 3=6) S: 61I
M87) I97, @*51J#0HP ("TR+C, @5\$0-"BA#; VUP96YS871I; VX@8V) S=' , @: 6YC
M; *5D960@: 6X@=&AE ("! R; R! F; W) M82! I; F90<FUA=&EO; B! R969L96-T (&9A
M: 7 (@=F%L=65S (&%S<V) C: 6%T960@=VET: " !O< `I I; VYS (&=R86YT960@869T
M97 (@*51J#0HP ("TQ+C\$R (%1\$#0HH2F%N=6%R>2`Q+" `Q. 3DU+B! 0<F\@9F]R
M; 6\$@: 6YF; W) M871I; VX@; 6%Y (&YO=" !B92! I; F1I8V%T: 79E (&] F (&9U=' 5R
M92! P<F\@9F]R; 6\$@: 6YF; W) M871I; VX@87! P; &EC86) L92! T; R! F=71U<F4@
M*51J#0I4@T**&] U=' -T86YD: 6YG (&%W87) D<RX@*51J#0H01C@, 2! 49@T*
M, " `M, BXS (%1\$#0HH4W108VLE; W! T: 6] N+" !R97-T<FEC=&5D ('-T; V-K (&%W
M87) D+" !A; F0<&5R9F]R; 6%N8V4@<VAA<F4@86-T: 79I=&EE<R! U; F1E<B! T
M: &4@0V]M<&%N>5PR, C) S (%SEN8V5N=&EV92! %<75I=' D@4&QA; G, L ("E4: @T*
M, " `M, 2XQ, B! 41 `T**&%N9"! T: &4@3F]N96UP; &] Y964@1&ER96-T; W) S7# (R
M, B! #; VUP96YS871I; VX@4&QA; B! A<F4@<W5M; 6%R: 7IE9"! A<R! F; VQL; W=S
M. B`I5&H-"C (N, S0@+3\$N, 3 (@5\$0-"C`N, #@\$5&, -"ELH (" `I+3\$U-S`P* ` `@
M ("DM, C@X, "@@*2TR, "@@ ("DM, 3 (T, "@@*2TQ-C@P* ` `I+3\$R-"# `H (" `@*2TR
M-#@P* ` `I+3 (P* ` `@*2TQ, 3@P* ` `I+3\$V-"# `H ("DM, 3\$X, "@@ (" `I+3 (T. # `H
M ("DM, C`H (" `I+3\$Q. # `H ("DM, 38T, "@@*5U42@T*+T8S (#\$@5&8-"C\$P+C`W
M. 2`P (# `@, 3 `N, #<Y (#, BXP-2`W. 3<N, S<@5&T-"C`@5&, -"B@Q. 3DY*51J
M#0H01C (@, 2! 49@T*, 3 `N, C@V-R`M, "XP-#<V (%1\$#0I; *#\$Y. 3@I+3@R, 34N
M-"@Q. 3DW*5U42@T*150-"C`N-2! `! #0HP (\$H@, " !J (# `N, C@@=R`Q, " !- (%M=
M, " !D#0HQ (&D@#0HS-3 (N-3, @-SDS+C`U (&T-"C (U, 2XT. 2`W. 3, N, #4@; `T*
M, C4Q+C@Y (#<Y, RXP-2! M#0HR-3\$N-#D@-SDR+C4W (&P-"E, -"C`@1PT*, C4Q
M+C@Y (#<Y, BXU-R! M#0HS-3 (N-3, @-SDR+C4W (&P-"C, U, BXU, R`W. 3 (N-3<@
M; @T*, S4R+C4S (#<Y, RXP-2! I#0I3#0HP+C4@1PT*-"#4U+C@Y (#<Y, RXP-2! M
M#OHS-34N. #D@-SDS+C`U (&P-"C, U-2XX. 2`W. 3, N, #4@; @T*, S4U+C@Y (#<Y
M, BXU-R! L#0I3#0HP (\$<-"C, U-2XX. 2`W. 3 (N-3<@; @T*-"#4U+C@Y (#<Y, BXU
M-R! L#0HT-34N-#D@-SDR+C4W (&T-"C@U-2XT. 2`W. 3, N, #4@; `T*4PT*, "XU
M (\$<-"C4U. "XT-2`W. 3, N, #4@; @T*-"#4X+C@U (#<Y, RXP-2! L#0HT-3@N. #4@
M-SDS+C`U (&T-"C@U. "XX-2`W. 3 (N-3<@; `T*4PT*, " ! `! #0HT-3@N. #4@-SDR
M+C4W (&T-"C4U. "XT-2`W. 3 (N-3<@; `T*-"34X+C@U (#<Y, BXU-R! M#0HU-3@N
M-#4@-SDS+C`U (&P-"E, -"D) 4#0H01C, @, 2! 49@T*, 3 `N, #<Y (# `@, "XP
M-SD@, S`P+CDS (#<X, "XX, 2! 4; @T**#E: 6=H=&5D+2E4: @T*+T8R (#\$@5&8-
M"C\$P+C, X, 3D@+3 `N, #0W-B! 41 `T*6RA796EG: '1E9"TI+34Y. 30N-BA796EG
M: '1E9"TI751*#0H01C, @, 2! 49@T*+3DN. 34S, R`M, 2XQ. 3`V (%1\$#0HH079E
M<F%G2E4: @T*+T8R (#\$@5&8-"C\$P+C, X, 3D@+3 `N, #0W-B! 41 `T*6RA! =F5R
M86=E*2TV. # (X+C4H079E<F%G2E=5\$H-"B] &, R`Q (%1F#0HM, 3 `N-"# `U. " `M
M, 2XQ. 3`V (%1\$#0HH17AE<F-I<V4I5&H-"B] &, B`Q (%1F#0HQ, "XS-3@Q ("TP
M+C`T-S8@5\$0-"ELH17AE<F-I<V4I+38W-S (N-2A%>&5R8VES92E=5\$H-"B] &

M,R`Q(%1F#0HM,34N,38X,2`M,2XQ.3`V(%1\$#0I;*-H87)E<RDM,C8Q,2XW
M*%!R:6-E*5U42@T*+T8R(#\$5&8-"C\$P+C0W-S(@+3`N,#0W-B!41`T*6RA3
M:&%R97,I+3(W,SDN-2A0<FEC92DM,C<U-2XQ*%-H87)E<RDM,C<S.2XU*%!R
M:6-E*5U42@T*150-"C`N-2!`#0HR.3`N-C\$@-S,Y+C`U(&T-"C(U,2XT.2`W
M,SDN,#4@;`T*,C4Q+C0Y(#<S.2XP-2!M#0HR-3\$N-#D@-S,X+C4W(&P-"E,-
M"C`@1PT*,C4Q+C0Y(#<S."XU-R!M#0HR.3`N-C\$@-S,X+C4W(&P-"C(Y,"XV
M,2`W,S@N-3<@;0T*,CDP+C8Q(#<S.2XP-2!L#0I3#0HP+C4@1PT*,S4R+C4S
M(#<S.2XP-2!M#0HR.3`N.3<@-S,Y+C`U(&P-"C(Y,RXY-R`W,SDN,#4@;0T*
M,CDS+CDW(#<S."XU-R!L#0I3#0HP(\$<-"C(Y,RXY-R`W,S@N-3<@;0T*,S4R
M+C4S(#<S."XU-R!L#0I3#0HS-3(N-3,@-S,X+C4W(&T-"C,U,BXU,R`W,SDN,#4@
M;`T*4PT*,"XU(\$<-"C,Y-2XP,2`W,SDN,#4@;0T*,S4U+C@Y(#<S.2XP-2!L
M#0HS-34N.#D@-S,Y+C`U(&T-"C,U-2XX.2`W,S@N-3<@;`T*4PT*,"!`#0HS
M-34N.#D@-S,X+C4W(&T-"C,Y-2XP,2`W,S@N-3<@;`T*,SDU+C`Q(#<S."XU
M-R!M#0HS.34N,#\$@-S,Y+C`U(&P-"E,-"C`N-2!`#0HT-34N-#D@-S,Y+C`U
M(&T-"C,Y."XS-R`W,SDN,#4@;`T*,SDX+C,W(#<S.2XP-2!M#0HS.3@N,S<@
M-S,X+C4W(&P-"E,-"C`@1PT*,SDX+C,W(#<S."XU-R!M#0HT-34N-#D@-S,X
M+C4W(&P-"C0U-2XT.2`W,S@N-3<@;0T*-#4U+C0Y(#<S.2XP-2!L#0I3#0HP
M+C4@1PT*-#DW+CDW(#<S.2XP-2!M#0HT-3@N.#4@-S,Y+C`U(&P-"C0U."XX
M-2`W,SDN,#4@;0T*-#4X+C@U(#<S."XU-R!L#0I3#0HP(\$<-"C0U."XX-2`W
M,S@N-3<@;0T*-#DW+CDW(#<S."XU-R!L#0HT.3<N.3<@-S,X+C4W(&T-"C0Y
M-RXY-R`W,SDN,#4@;`T*4PT*,"XU(\$<-"C4U."XT-2`W,SDN,#4@;0T*-3`Q
M+C,S(#<S.2XP-2!L#0HU,#\$N,S,@-S,Y+C`U(&T-"C4P,2XS,R`W,S@N-3<@
M;`T*4PT*,"!`#0HU,#\$N,S,@-S,X+C4W(&T-"C4U."XT-2`W,S@N-3<@;`T*
M-34X+C0U(#<S."XU-R!M#0HU-3@N-#4@-S,Y+C`U(&P-"E,-"D)4#0HQ,"XP
M-SD@,"`P(#\$P+C`W.2`U,RXW,R`W,C<N-3,@5&T-"BA3=&]C:R!O<`I!;VYS
M.BE4:@T*,"XS,#DV("TQ+C,S,S4@5\$0-"BA/<`I!;VYS(&]U="T86YD:6YG
M(&%T(&)E9VEN;FEN9R!O9B!Y96%R*51J#0HO1C,@,2!49@T*,3DN-C(P.2`P
M+C`T-S8@5\$0-"ELH,SOV+#<T,BDM,3DT,2XR*0T,2XP-"E=5\$H-"B]&,B`Q
M(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH,C4R+#8R-2DM,3@V.2XX*"0S
M.2XP,"DM,C,T-2XX*#\$U-RPT,C4I+3\$X-CDN."@D,S4N.3DI751*#0HM,CDN
M.3<Y("TQ+C,S,S4@5\$0-"BA'<F%N=&5D(&1U<FEN9R!T:&4@>65A<BE4:@T*
M+T8S(#\$5&8-"C\$Y+C8R,#D@,"XP-#<V(%1\$#0I;*#OU-"PQ-3`I+3(T-#N
M,R@U."XX."E=5\$H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH
M,3(X+#0U,"DM,C,V.2XX*#0T+C4V*2TR,SOU+C@H,3S+#+DU,"DM,C,V.2XX
M*#0S+C,X*5U42@T*+3(Y+CDW.2`M,2XS,S,U(%1\$#0HH17AE<F-I<V5D*51J
M#0HO1C,@,2!49@T*,C`N,C@W-B`P+C`T-S8@5\$0-"ELH7`@V+#<U,"DM,3(N
M-RA<2DM,C`Y-2XX*#(Q+CDX*5U42@T*+T8R(#\$5&8-"CDN.#4X,2`M,"XP
M-#<V(%1\$#0I;*%PH,3@L-C\$V*2TQ,BXX*%PI*2TR,#(T+COH,SON.38I+3,P
M,3(N-BA<*#L,#`P*2TQ,BXW*%PI*2TR,#(T+COH,C\$N-3(I751*#0HM,S`N
M,30U-R`M,2XS,S,U(%1\$#0HH0V#N8V5L;&5D*51J#0HO1C,@,2!49@T*,3DN
M-S@W-B`P+C`T-S8@5\$0-"ELH7`@Q.2PY,#`I+3\$R+C@H7`DI+3(P.34N."@T
M,RXY."E=5\$H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH7`@Q
M-2PW,3<I+3\$R+C@H7`DI+3(P,C0N-"@T-"XR-BDM,C4Q,BXU*%PH,38L-S4P
M*2TQ,BXX*%PI*2TR,#(T+COH-#N.34I751*#0I%5`T*,"XU(\$<-"C(X-RXR
M-2`V-CDN.3,@;0T*,C4T+C8Q(#8V.2XY,R!L#0HR-30N-C\$@-C8Y+CDS(&T-
M"C(U-"XV,2`V-CDN-#4@;`T*4PT*,"!`#0HR-30N-C\$@-C8Y+C0U(&T-"C(X
M-RXR-2`V-CDN-#4@;`T*,C@W+C(U(#8V.2XT-2!M#0HR.#<N,C4@-C8Y+CDS
M(&P-"E,-"C`N-2!`#0HS.3\$N-C4@-C8Y+CDS(&T-"C,U.2XP,2`V-CDN.3,@
M;`T*,S4Y+C`Q(#8V.2XY,R!M#0HS-3DN,#\$@-C8Y+C0U(&P-"E,-"C`@1PT*
M,S4Y+C`Q(#8V.2XT-2!M#0HS.3\$N-C4@-C8Y+C0U(&P-"C,Y,2XV-2`V-CDN
M-#4@;0T*,SDQ+C8U(#8V.2XY,R!L#0I3#0HP+C4@1PT*-#DT+C8Q(#8V.2XY
M,R!M#0HT-C\$N.3<@-C8Y+CDS(&P-"C0V,2XY-R`V-CDN.3,@;0T*-#8Q+CDW
M(#8V.2XT-2!L#0I3#0HP(\$<-"C0V,2XY-R`V-CDN-#4@;0T*-#DT+C8Q(#8V
M.2XT-2!L#0HT.30N-C\$@-C8Y+C0U(&T-"C0Y-"XV,2`V-CDN.3,@;`T*4PT*
M0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#4V+C@U(#8U-RXR,2!4;0T**\$]P=&EO
M;G,@;W5T<W1A;F1I;F<@870@96YD(&]F('EE87(I5&H-"B]&,R`Q(%1F#0HQ
M.2XV,C`Y(#`N,#0W-B!41`T*6R@W-S0L,C0R*2TR-#0Q+C,H-3\$N-3DI751*
M#0HO1C(@,2!49@T*,3`N,S4X,2`M,"XP-#<V(%1\$#0I;*#T-BPW-#(I+3(S
M-CDN."@T,2XP-"DM,C,T-2XX*#(U,BPV,C4I+3(S-CDN."@S.2XP,"E=5\$H-
M"BTR.2XY-SD@+3\$N,S,S-2!41`T**\$]P=&EO;G,@97AE<F-I<V%B;&4@870@
M96YD(&]F('EE87(I5&H-"B]&,R`Q(%1F#0HQ.2XV,C`Y(#`N,#0W-B!41`T*
M6R@R,C\$L,3(V*2TR-#0Q+C,H,SDN.3`I751*#0HO1C(@,2!49@T*,3`N,S4X
M,2`M,"XP-#<V(%1\$#0I;*#S\$S."PV,#DI+3(S-CDN."@S-BXR,BDM,C@T-2XY
M*#DV+#DR-2DM,C,V.2XW*#,Q+C\$P*5U42@T*+3,P+C(X.#8@+3\$N,C\$T-"!4
M1`T**%)E<W1R:6-T960@87=A<F1S.BE4:@T*,"XS,#DV("TQ+C,S,S4@5\$0-
M"BA!=\$R9&5D(&%N9"!R97-T<FEC=&5D(&%T(&)E9VEN;FEN9R!O9B!Y96%R
M*51J#0HO1C,@,2!49@T*,C`N,3(Q(#`N,#0W-B!41`T**#4R+#(Y-BE4:@T*
M+T8R(#\$5&8-"C\$P+C,U.#\$@+3`N,#0W-B!41`T*6R@T.2PT-#DI+3<T-C4N
M-2@S.2PV-C4I751*#0HM,S`N-#<Y,2`M,2XS,S,U(%1\$#0HH07=A<F1E9"!D
M=7)I;F<@=&AE('EE87(I5&H-"B]&,R`Q(%1F#0HR,"XV,C\$@,"XP-#<V(%1\$
M#0HH-"PP,#`I5&H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH
M-2PP,#`I+3<T-C4N-"@Q,RPR,#`I751*#0HM,S`N.3<Y,2`M,2XS,S,U(%1\$
M#0HH5F5S=&5D*51J#0HO1C,@,2!49@T*,C`N,C@W-B`P+C`T-S8@5\$0-"ELH
M7`@S+#`W,RDM,3(N-RA<*2E=5\$H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T
M-S8@5\$0-"C`N,#`P,2!48PT*6RA<*#(L,34S*2TQ,BXV*%PI*2TX,#0X+C<H
M7`@X,39<*2E=5\$H-"BTS,"XV-#4X("TQ+C(Q-#0@5\$0-"C`@5&,-"BA#86YC
M96QL960I5&H-"COP+C@V,2`P(%1\$#0I;*%PH,BPV,#`I+3\$R+C@H7`DI751*
M#0I%5`T*,"XU(\$<-"C(X-RXR-2`U-S4N,3,@;0T*,C4T+C8Q(#4W-2XQ,R!L
M#0HR-30N-C\$@-3<U+C\$S(&T-"C(U-"XV,2`U-S0N-C4@;`T*4PT*,"!`#0HR
M-30N-C\$@-3<T+C8U(&T-"C(X-RXR-2`U-S0N-C4@;`T*,C@W+C(U(#4W-"XV
M-2!M#0HR.#<N,C4@-3<U+C\$S(&P-"E,-"C`N-2!`#0HS.3\$N-C4@-3<U+C\$S
M(&T-"C,U.2XP,2`U-S4N,3,@;`T*,S4Y+C`Q(#4W-2XQ,R!M#0HS-3DN,#\$@
M-3<T+C8U(&P-"E,-"C`@1PT*,S4Y+C`Q(#4W-"XV-2!M#0HS.3\$N-C4@-3<T
M+C8U(&P-"C,Y,2XV-2`U-S0N-C4@;0T*,SDQ+C8U(#4W-2XQ,R!L#0I3#0HP
M+C4@1PT*-#DT+C8Q(#4W-2XQ,R!M#0HT-C\$N.3<@-3<U+C\$S(&P-"C0V,2XY

M:71Y*51J#0HO1C0@,2!49@T*,``M,BXS-"!41`T**5N9&5R('1H92!#;VUP
M86YY7#(R,G,@<VAA<F4@<'5R8VAA<V4@<FEG:'1S(%PH7#(R,U)I9VAT<UPR
M,C1<*2!P;&%N+"!A(%)I9VAT(&ES(&%T=&%C:&5D('1O(&5A8V@@;V8@=&AE
M(\$-O;7!A;GE<C(R<R!#;VUM;VX@*51J#0HP("TQ+C&SR(%1\$#0HH4VAA<F5S
M(&J)U="T86YD:6YG(&R('U8G-E<75E;G1L>2!I<W-U960L('=H:6-H(&5N
M=&ET;&5S('1H92!H;VQD97(@=&@8G5Y(&9R;VT@=&AE(\$-O;7!A;GD@;VYE
M+6AU;F1R961T:"!O9B`I5&H-"E0J#0HH;VYE(%PH+C`Q7"D@0V]M;6]N(%-H
M87)E(&%T(&%N(&5X97)C:7-E(!R:6-E(!E<B!W:&]L92!S:&%R92!O9B`D
M,38P+C`P+B!4:&4@4FEG:'1S(&5X<&ER92!O;B!397!T96UB97(@,3DL(#P
M, #<@*51J#0I4*#@T**&%N9"!A<F4@;F]T(&5X97)C:7-A8FQE('5N=&EL('1H
M92!O8V-U<G)E;F-E(&J)F(&-E<G1A:6X@=")I9V=E<FEN9R!E=F5N=',L('=H
M:6-H(&EN8VQU9&4@=&AE(&%C<75I<VET:6]N(&J)F+"!O<B!T96YD97(@*51J
M#0I4*#@T**&]R(&5X8VAA;F=E(&J)F9F5R(&9O<BP@,C`@<&5R8V5N="!O<B!M
M;W)E(&J)F('1H92!#;VUP86YY7#(R,G,@0V]M;6]N(%-H87)E<RX@5&AE<F4@
M87)E(&%P<')O>&EM871E;'D@,38X+#`P,``I5&H-"E0J#0HH0V]M;6]N(%-H
M87)E<R!R97-E<G9E9"!F;W(@=&AE<V4@4FEG:'1S+B!4:&4@0V]M<&%N>2!I
M<R!E;G1I=&QE9"!T;R!R961E96T@=&AE(%)I9VAT<R!A="!O;F4@8V5N="!P
M97(@4FEG:'0@=7!O;B`I5&H-"E0J#0HH=&AE(&J)C8W5R<F5N8V4@;V8@8V5R
M=&%I;B!E=F5N=',N("E4:@T*,``M,BXS(%1\$#0HH26X@,3DY.2!A;F0@,3DY
M."P@=&AE(\$-O;7!A;GD@<'5R8VAA<V5D("XV(&UI;&QI;VX@86YD("XR(&UI
M;&QI;VX@<VAA<F5S(&J)F(&ET<R!#;VUM;VX@4VAA<F5S(&%T(&\$@8V]S="!O
M9B`I5&H-"C`@+3\$N,3(@5\$0-"B@D,3<N,B!M:6QL:6]N(&%N9`D,3\$N-2!M
M:6QL:6]N+"!R97-P96-T:79E;'DN(%1H<F]U9V@01&5C96UB97(@,S\$L(#\$Y
M,3DL('1H92!#;VUP86YY(&AA<R!P=7)C:&%S960@,2XW('H87)E<R`I5&H-
M"E0J#0HH=6YD97(@:71S(&%U=&AO<FEZ871I;VX@=&@<F5P=7)C:&%S92!U
M<`!T;R`R+C`@;6EL;&EO;B!#;VUM;VX@4VAA<F5S+B!4:&4@<VAA<F5S('=I
M;&P@:6YI=&EA;&QY(&E(')E=&%I;F5D(&%S("E4:@T*5"H-"BA4<F5A<W5R
M>2!3=&]C:RX@*51J#0HO1C4@,2!49@T*,``M,BXS-B!41`T**\$YO=&4@,3(@
M7#(R-R!%87)N:6YG<R!097(@4VAA<F4I5&H-"B] & ,B`Q(%1F#0HP("TR+C,T
M(%1\$#0HH5&AE(&9O;&QO=VEN9R!T86)L92!S=6UM87)I>F5S('1H92!#;VUP
M=71A=&EO;B!O9B!B87-I8R!A;F0@9&EL=71E9"!E87)N:6YG<R!P97(@<VAA
M<F4N("E4:@T*."XQ."M,2XQ,B!41`T*, "XU-R!48PT*6R@0*34V,"@*2TQ
M-3(R,"@*34V,"@*30P,"@*2TV-C`H("I+3\$R,C`H("I+38V,"@*2TT
M,#`H("DM,3(R,"@@("DM-C8P*"I751*#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S
M-#N-S,@-C,R+C(U(%1M#0HP(%1C#0HH7"A);B!-:6QL:6]N<RP@17AC97!T
M(%!E<B!3:&%R95PI*51J#0I%5`T*, "XU(\$<-"C`@2B`P(&@H,"XR-"!W(#\$P
M(\$T@6UTP(@&-C\$@:2`-"COX."XS-R`V,C@N-#\$@;0T*,S(R+C4S(#8R."XT
M,2!L#0HS,C(N-3,@-C(X+C0Q(&T-"C,R,BXU,R`V,C<N.3,@;`T*4PT*,"!`
M#0HS,C(N-3,@-C(W+CDS(&T-"COX."XS-R`V,C<N.3,@;`T*`#@X+C,W(#8R
M-RXY,R!M#0HT.#@N,S<@-C(X+C0Q(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@,S(X+C@W(#8Q-BXQ-R!4;0T**\$Y.3DI5&H-"B] &
M,B`Q(%1F#0HV+C&ST,S0@+3`N,#0W-B!41`T*6R@Q.3DX*2TT-C&Y+C@H,3DY
M-RE=5\$H-"D54#0HP+C4@1PT*,S4T+CDS(#8Q,2XX-2!M#0HS,C(N-3,@-C\$Q
M+C@U(&P-"C,R,BXU,R`V,3\$N.#4@;0T*,S(R+C4S(#8Q,2XS-R!L#0I3#0HP
M(\$<-"C,R,BXU,R`V,3\$N,S<@;0T*,S4T+CDS(#8Q,2XS-R!L#0HS-30N.3,@
M-C\$Q+C,W(&T-"C,U-"XY,R`V,3\$N.#4@;`T*4PT*,"XU(\$<-"COR,2XV-2`V
M,3\$N.#4@;0T*,S<Y+C8U(#8Q,2XX-2!L#0HS-SDN-C4@-C\$Q+C@U(&T-"C,W
M.2XV-2`V,3\$N,S<@;`T*4PT*,"!`#0HS-SDN-C4@-C\$Q+C,W(&T-"COR,2XV
M-2`V,3\$N,S<@;`T*`-(#C8U(#8Q,2XS-R!M#0HT,C\$N-C4@-C\$Q+C@U(&P-
M"E,-"C`N-2!`#0HT.#@N,S<@-C\$Q+C@U(&T-"COT-BXS-R`V,3\$N.#4@;`T*
M-#0V+C,W(#8Q,2XX-2!M#0HT-#8N,S<@-C\$Q+C,W(&P-"E,-"C`@1PT*`-#0V
M+C,W(#8Q,2XS-R!M#0HT.#@N,S<@-C\$Q+C,W(&P-"COX."XS-R`V,3\$N,S<@
M;0T*`-#@X+C,W(#8Q,2XX-2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@
M,3(S+C@Q(#4Y.2XQ,R!4;0T**\$YE="!I;F-O;64I5&H-"B] & ,R`Q(%1F#0HQ
M.2XW,38R(#`N,#0W-B!41`T*6R@D*2TU,#`N,2@T+C@I751*#0HO1C(@,2!4
M9@T*-BXQ-#,T("TP+C`T-S8@5\$0-"ELH)#4W+C0I+30S-CDN-R@D-30N.2E=
M5\$H-"BTR-2XX-3DV("TQ+C,S,S4@5\$0-"BA"87-I8R!W96EG:'1E9"UA=F5R
M86=E('H87)E<RE4:@T*+T8S(#\$@5&8-"C(P+C(Q-C(@,"XP-#<V(%1\$#0HH
M,3\$N,2E4:@T*+T8R(#\$@5&8-"C8N,30S-"`M,"XP-#<V(%1\$#0I;*\$#Q+C(I
M+30X-CDN."@Q,2XT*5U42@T*+3(V+C,U.3<@+3\$N,C&T-"!41`T**\$5F9F5C
M="!O9B!D:6QU=&EV92!S:&%R97,Z*51J#0HP+C,P.38@+3\$N,C&T-"!41`T*
M6RA3=&]C:R!O<`I1;VYS+W!E<F9O<FUA;F-E('H87)E<RDM,3,T.3@N-"@N
M,2DM-3@V.2XW*"XQ*5U42@T*150-"C`N-2!`#0HS-#4N,#D@-34W+C,W(&T-
M"C,R-RXU-R`U-3<N,S<@;`T*,S(W+C4W(#4U-RXS-R!M#0HS,C<N-3<@-34V
M+C@Y(&P-"E,-"C`@1PT*,S(W+C4W(#4U-BXX.2!M#0HS-#4N,#D@-34V+C@Y
M(&P-"C,T-2XP.2`U-38N.#D@;0T*,S0U+C`Y(#4U-RXS-R!L#0I3#0HP+C4@
M1PT*`-#`W+C`Q(#4U-RXS-R!M#0HS.#DN-#D@-34W+C,W(&P-"C,X.2XT.2`U
M-3<N,S<@;0T*,S@Y+C0Y(#4U-BXX.2!L#0I3#0HP(\$<-"C,X.2XT.2`U-38N
M.#D@;0T*`-#`W+C`Q(#4U-BXX.2!L#0HT,#<N,#\$@-34V+C@Y(&T-"COP-RXP
M,2`U-3<N,S<@;`T*4PT*,"XU(\$<-"COW,RXW,R`U-3<N,S<@;0T*`-#4V+C(Q
M(#4U-RXS-R!L#0HT-38N,C\$@-34W+C,W(&T-"COW,RXW,R`U-38N.#D@;`T*
M4PT*,"!`#0HT-38N,C\$@-34V+C@Y(&T-"COW,RXW,R`U-38N.#D@;`T*`-#<S
M+C<S(#4U-BXX.2!M#0HT-S,N-S,@-34W+C,W(&P-"E,-"D)4#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`Q,C,N.#\$@-30T+C8U(%1M#0HH1&EL=71E9"!W96EG:'1E
M9"UA=F5R86=E('H87)E<RE4:@T*+T8S(#\$@5&8-"C(P+C(Q-C(@,"XP-#<V
M(%1\$#0HH,3\$N,2E4:@T*+T8R(#\$@5&8-"C8N,30S-"`M,"XP-#<V(%1\$#0I;
M*#\$Q+C,I+30X-CDN."@Q,2XU*5U42@T*150-"C`N-2!G#0HS,C<N-3<@-30P
M+C@Q(#\$W+C4R("TR+C@X(')E#0IF#0HS.#DN-#D@-30P+C@Q(#\$W+C4R("TR
M+C@X(')E#0IF#0HT-38N,C\$@-30P+C@Q(#\$W+C4R("TR+C@X(')E#0IF#0I"
M5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,3(S+C@Q(#4R-2XV.2!4;0T*,"!G#0HH
M0F\$S:6,@96%R;FEN9W,@<&5R('H87)E*51J#0HO1C,@,2!49@T*,3DN-S\$V
M,B`P+C`T-S8@5\$0-"ELH)"DM-3`P+C\$H+C0S*5U42@T*+T8R(#\$@5&8-"C8N
M,30S-"`M,"XP-#<V(%1\$#0I;*"0U+C\$P*2TT,S8Y+C<H)#0N.#,I751*#0I%
M5`T*,"XU(\$<-"C,R-RXU-R`U,C\$N.#4@,3<N-3(@+3(N.#@<F4-"F8-"C,X
M.2XT.2`U,C\$N.#4@,3<N-3(@+3(N.#@<F4-"F8-"COU-BXR,2`U,C\$N.#4@

M,3<N-3 (@+3 (N.#@@<F4-"F8-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q,C,N
M.#\$@-3`V+C<S(%1M#0HP(&<-"BAS:6QU=&5D(&5A<FYI;F=S('!E<B!S:&%R
M92E4:@T*+T8S(#\$5&8-"C\$Y+C<Q-C(@,"XP-#<V(%1\$#0I;*"0I+34P,"XQ
M*"XT,RE=5\$H-"B) & ,B`Q(%1F#0HV+C\$T,S0@+3`N,#OW-B!41`T*6R@D-2XP
M-BDM-#,V.2XW*"0T+C@P*5U42@T*150-"C`N-2!G#0HS,C<N-3<@-3`R+C@Y
M(#\$W+C4R("TR+C@X(')E#0IF#0HS.#DN-#D@-3`R+C@Y(#\$W+C4R("TR+C@X
M(')E#0IF#0HT-38N,C\$@-3`R+C@Y(#\$W+C4R("TR+C@X(')E#0IF#0I"5`T*
M+T8U(#\$5&8-"C\$R(#`@,"`Q,B`R-2XV-2`T-S(N-#\$5&T-"C`@9PT**\$YO
M=&4@,3,@7#(R-B)!#;VYT:6YG96YC:65S*51J#0HO1C(@,2!49@T*,"`M,BXS
M-"!41`T**%1H92!#;VUP86YY(&%N9"!I=,@=F5N="5R97,@87)E('!E<FEO
M9&EC86QL>2!I;G9O;'9E9"!I;B!L:71I9V\$T:6]N(&EN8VED96YT86P@=&\@
M=&AE:7(@;W!E<F\$T:6]N<RX@36%N86=E;65N="`I5&H-"B) & -"Q(%1F#0HP
M("TQ+C\$R(%1\$#0HH8F5L:65V97,@=&AA="!A;GD@<&5N9&EN9R!L:71I9V\$T
M:6]N('=I; &F@;F]T(')E<W5L="!I;B!A(&UA=&5R:6%L(&QI86)I; &ET>2!I
M;B!R96QA=&EO;B!T;R!T:&4@0V]M<&%N>5PR,C)S(&-O;G-O; &ED871E9"`I
M5&H-"E0J#0HH9FEN86YC:6%L('T871E;65N=' ,N("E4:@T*,"`M,BXS(%1\$
M#0HH4F]U9V4@26YD=7-T<FEE<RP@26YC+BP@82!M86IO<B!C<7-T;VUE<B!O
M9B!T:&4@0V]M<&%N>2P@:6YC=7)R960@86X@97AT96YD960@<VU=&10=VX@
M;V8@:71S(&)L87-T(&9U<FYA8V5S(&1U92`I5&H-"C`@+3\$N,3(@5\$0-"BAT
M;R!A(#\$Y.3D@97AP;&]S:6]N(&%T('1H92!P;W=E<B!G96YE<F\$T:6YG(&9A
M8VEL:71Y('1H870@<W5P<&QI97,@4F]U9V4L(')E<W5L=&EN9R!I;B!A(&QO
M<W,@;V8@<&5L; &5T('A; &5S(&)Y('1H92`I5&H-"E0J#0HH0V]M<&%N>2!T
M;R!2;W5G92!09B!O=F5R(&]N92!M:6QL:6]N('1O;G,N(%1H92!#;VUP86YY
M(&ES('!U<G-U:6YG(&\$@8G5S:6YE<W,@:6YT97)R=7!T:6]N(&-L86EM('5N
M9&5R(&ET<R`I5&H-"E0J#0HH<`)O<&5R='D@:6YS=7)A;F-E('!R;V=R86T@
M=&@;6ET:6=A=&4@=&AE(&5A<FYI;F=S(&EM<&%C="!09B!T:&4@; &]S="!S
M86QE<RX@5&AE(\$-O;7!A;GD@=VEL;"!R96-O<F0@=&AE(&A:6X@*51J#0I4
M*@T**=H96X@=&AE(&EN<W5R86YC92!R96-O=F5R>2!I<R!D965M960@<`)O
M8F%B;&4N("E4:@T*,C(N.#@@+3(N,R!41`T**#4T("E4:@T*150-"F5N9"-T
M<F5A;0T*96YD;V]J#0HU,R`P(&]B:@T*/#P-"B]0<F]C4V5T(%L04\$1&("]4
M97AT(%T-"B] & ;VYT(#P\#0HO1C(@-"`P(%(-"B] & ,R`U(#`@4@T*+T8T(#8@
M,"!2#0HO1C4@,3@,"!2#0H^/@T*+T5X=\$=3=&%T92`\`T*+T=3,2`W(#`@
M4@T*/CX-"CX^#0IE;F108FH-"C4T(#`@;V]J#0H\`T*+U1Y<&4@+TAA; &9T
M;VYE#0HO2&%L9G1O;F54>7!E(#\$-"B] (86QF=&]N94YA;64@*51E9F\$U;`0I
M#0HO1G)E<75E;F-Y(#8P#0HO06YG;&4@-#4-"B]3<&]T1G5N8W1I;VX@+U)O
M=6YD#0H^/@T*96YD;V]J#0HW(#`@;V]J#0H\`T*+U1Y<&4@+T5X=\$=3=&%T
M90T*+U-!(&9A;'-E#0HO3U`@9F%L<V4-"B] (5`O1&5F875L="T*/CX-"F5N
M9&]B:@T*-"`P(&]B:@T*/#P-"B]4>7!E("] & ;VYT#0HO4W5B='EP92`O5`EP
M93\$-"B].86UE("] & ,@T*+T)A<V5&;VYT("]4:6UE<RU2;VUA;@T*/CX-"F5N
M9&]B:@T*-"2`P(&]B:@T*/#P-"B]4>7!E("] & ;VYT#0HO4W5B='EP92`O5`EP
M93\$-"B].86UE("] & ,PT*+T)A<V5&;VYT("]4:6UE<RU";VQD#0H^/@T*96YD
M;V]J#0HV(#`@;V]J#0H\`T*+U1Y<&4@+T9O;GO-"B]3(=6)T>7!E("]4>7!E
M,0T*+TYA;64@+T8T#0HO16YC;V1I;F<@-34@,"!2#0HO0F\$S949O;G0@+U1I
M;65S+5)O;6%N#0H^/@T*96YD;V]J#0HQ."`P(&]B:@T*/#P-"B]4>7!E("] &
M;VYT#0HO4W5B='EP92`O5`EP93\$-"B].86UE("] & -0T*+T5N8V]D:6YG(#4U
M(#`@4@T*+T)A<V5&;VYT("]4:6UE<RU";VQD#0H^/@T*96YD;V]J#0HU-2`P
M(&]B:@T*/#P-"B]4>7!E("] &;F-O9&EN9PT*+T1I9F9E<F5N8V5S(%L@,"]G
M<F%V92]A8W5T92]C:7)C=6UF;&5X+W1I;&1E+VUA8W)O;B]B<F5V92]D;W1A
M8V-E;G009&EE<F5S:7,"-B]R:6YG+V-E9&EL;&\$O:'5N9V%R=6UL875T+V]G
M;VYE:R]C87)O;B]D;W1L97-S:2]F:2]F;T*+TQS;&%S:"]L<VQA<V@06F-A
M<F]N+WIC87)O;B]M:6YU<R`S.2]Q=6]T97-I;F=L92`Y-B]G<F%V92`Q,S`O
M<75O=&5S:6YG;&)A<V4-"B]F; &]R:6XO<75O=&5D8FQB87-E+V5L; &EP<VES
M+V1A9V=E<B]D86=G97)D8FPO8VER8W5M9FQE>"]P97)T: &]U<V%N9"]38V%R
M;VX-"B]G=6EL<VEN9VQL969T+T]%(#\$T-2]Q=6]T96QE9G00<75O=&5R:6=H
M="]Q=6]T961B; &QE9G00<75O=&5D8FQR:6=H="]B=6QL970096YD87-H#0HO
M96UD87-H+W1I; &1E+W1R861E;6%R;R]S8V%R;VXO9W5I;`-I;F=L<FEG:'0O
M;V4@,34Y+UED:65R97-I<R`Q-C008W5R<F5N8WD-"B`Q-C808G)O:V5N8F%R
M(#\$V."]D:65R97-I<R]C;W!Y<FEG:'0O;W)D9F5M:6YI;F4@,3<R+VQO9VEC
M86QN;W0O:'EP:&5N+W)E9VES=&5R9600;6%<F]N#0HO9&5G<F5E+W!L=7-M
M:6YU<R]T=V]S=7!E<FEO<B]T:')E97-U<&5R:6]R+V%C=7!E+VUU(#\$X,R]P
M97)I;V1C96YT97)E9"]C961I; &QA#0HO;VYE<W5P97)I;W(O;W)D;6%S8W5L
M:6YE(#\$X."]O;F5Q=6%R=&5R+V]N96AA; &80=&AR965Q=6%R=&5R<R`Q.3(O
M06=R879E+T%A8W5T92]!8VER8W5M9FQE>`T*+T%T:6QD92]!9&EE<F5S:7,O
M07)I;F<O04400V-E9&EL; &\$016=R879E+T5A8W5T92]8VER8W5M9FQE>`T*
M+T5D:65R97-I<R]9)A=F4026%C=7!E+TEC:7)C=6UF; &5X+TED:65R97-I
M<R]%(#&O3G1I; &1E+T]G<F%V90T*+T]A8W5T92]/8VER8W5M9FQE>"]/=&EL
M9&403V1I97)E<VES+VUU;'1I<&QY+T]S; &%S:"]59W)A=F4056%C=7!E#0HO
M56-I<F-U;69L97@0561I97)E<VES+UEA8W5T92]4: &]R;B]G97)M86YD8FQS
M+V%G<F%V92]A86-U=&4086-I<F-U;69L97@-"B]A=&EL9&40861I97)E<VES
M+V%R:6YG+V%E+V-C961I; &QA+V5G<F%V92]E86-U=&4096-I<F-U;69L97@-
M"B]E9&EE<F5S:7,O:6=R879E+VEA8W5T92]I8VER8W5M9FQE>"I9&EE<F5S
M:7,O971H+VYT:6QD92]O9)A=F4-"B]086-U=&40;V-I<F-U;69L97@;W1I
M; &1E+V]D:65R97-I<R]D:79I9&4O;W-L87-H+W5G<F%V92]U86-U=&4-"B]U
M8VER8W5M9FQE>"I]U9&EE<F5S:7,O>6%<C=7!E+W1H;W)N+WED:65R97-I<PT*
M70T*/CX-"F5N9&]B:@T*,2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R
M96YT(#@@,"!2#0HO4F5S;W5R8V5S(#,@,"!2#0HO0V]N=&5N=' ,@,B`P(%(-
M"CX^#0IE;F108FH-"CDE,"!08FH-"CP\#0HO5`EP92`O4&%G90T*+U!A<F5N
M="`X(#`@4@T*+U)E<V]U<F-E<R`Q,2`P(%(-"B]#;VYT96YT<R`Q,"`P(%(-
M"CX^#0IE;F108FH-"C\$R(#`@;V]J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E
M;G0@."`P(%(-"B]297-O=7)C97,@,30@,"!2#0HO0V]N=&5N=' ,@,3,@,"!2
M#0H^/@T*96YD;V]J#0HQ-2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R
M96YT(#@@,"!2#0HO4F5S;W5R8V5S(#\$W(#`@4@T*+T-O;G1E;G1S(#\$V(#`@
M4@T*/CX-"F5N9&]B:@T*,3D@,"!08FH-"CP\#0HO5`EP92`O4&%G90T*+U!A
M<F5N="`X(#`@4@T*+U)E<V]U<F-E<R`R,2`P(%(-"B]#;VYT96YT<R`R,"`P
M(%(-"CX^#0IE;F108FH-"C(R(#`@;V]J#0H\`T*+U1Y<&4@+U!A9V4-"B]0

M87)E;G0@.``P(%(-"B]297-O=7)C97,@,C0@,"!2#0HO0V]N=&5N=',@,C,@
M,"!2#0H^/@T*96YD;V)J#0HR-2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO
M4&%R96YT(@@,"!2#0HO4F5S;W5R8V5S(#W(#`@4@T*+T-O;G1E;G1S(#V
M(#`@4@T*/CX-"F5N9&]B:@T*,C@@"!08FH-"CP\#0HO5'EP92`O4&%G90T*
M+U!A<F5N="`X(#`@4@T*+U)E<V]U<F-E<R`S,"`P(%(-"B]#;VYT96YT<R`R
M.2`P(%(-"CX^#0IE;F108FH-"C,Q(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-
M"B]087)E;G0@.``P(%(-"B]297-O=7)C97,@,S,@,"!2#0HO0V]N=&5N=',@
M,S(@,"!2#0H^/@T*96YD;V)J#0HS-"`P(&]B:@T*/#P-"B]4>7!E("]086=E
M#0HO4&%R96YT(@@,"!2#0HO4F5S;W5R8V5S(#,V(#`@4@T*+T-O;G1E;G1S
M(#,U(#`@4@T*/CX-"F5N9&]B:@T*,S<@,"!08FH-"CP\#0HO5'EP92`O4&%G
M90T*+U!A<F5N="`T,2`P(%(-"B]297-O=7)C97,@,SD@,"!2#0HO0V]N=&5N
M=",@,S@@"!2#0H^/@T*96YD;V)J#0HT,B`P(&]B:@T*/#P-"B]4>7!E("]0
M86=E#0HO4&%R96YT(#0Q(#`@4@T*+U)E<V]U<F-E<R`T-"`P(%(-"B]#;VYT
M96YT<R`T,R`P(%(-"CX^#0IE;F108FH-"COU(#`@;V)J#0H\`T*+U1Y<&4@
M+U!A9V4-"B]087)E;G0@-#S@,"!2#0HO4F5S;W5R8V5S(#0W(#`@4@T*+T-O
M;G1E;G1S(#0V(#`@4@T*/CX-"F5N9&]B:@T*-"#@@,"!08FH-"CP\#0HO5'EP
M92`O4&%G90T*+U!A<F5N="`T,2`P(%(-"B]297-O=7)C97,@-3`@,"!2#0HO
MOV]N=&5N=",@-#D@,"!2#0H^/@T*96YD;V)J#0HU,2`P(&]B:@T*/#P-"B]4
M>7!E("]086=E#0HO4&%R96YT(#0Q(#`@4@T*+U)E<V]U<F-E<R`U,R`P(%(-
M"B]#;VYT96YT<R`U,B`P(%(-"CX^#0IE;F108FH-"C@@"!08FH-"CP\#0HO
M5'EP92`O4&%G97,-"B]"+:61S(%LQ(#`@4B`Y(#`@4B`Q,B`P(%(@,34@,"!2
M(#\$Y(#`@4B`R,B`P(%(@,C4@,"!2(#X(#`@4B`S,2`P(%(@,S0@,"!270T*
M+T-O=6YT(#\$P#0HO4&%R96YT(#0P(#`@4@T*/CX-"F5N9&]B:@T*-"#S@,"!0
M8FH-"CP\#0HO5'EP92`O4&%G97,-"B]"+:61S(%LS-R`P(%(@-#(@,"!2(#0U
M(#`@4B`T."`P(%(@-3\$@,"!270T*+T-O=6YT(#4-"B]087)E;G0@-#`@,"!2
M#0H^/@T*96YD;V)J#0HT,"`P(&]B:@T*/#P-"B]4>7!E("]086=E<PT*+TMI
M9',@6S@@"!2(#0Q(#`@4B!="#0HO0V]U;G0@,34-"B]-961I84)O>"!;,"`P
M(#8Q,B`Q,#`X70T*/CX-"F5N9&]B:@T*-"38@,"!08FH-"CP\#0HO5'EP92`O
MOV%T86QO9PT*+U!A9V5S(#0P(#`@4@T*/CX-"F5N9&]B:@T*-"3<@,"!08FH-
M"CP\#0HO0W)E871I;VY\$871E("A\$.C\$Y,3`P,#,Q-C\$V,3(T,2D-"B]O<F]D
M=6-E<B`H7#,W-EPS-S=<,#`P05PP,#!C7#`P,#')<,#`P;UPP,#!B7#`P,&%<
M,#`P=%PP,#`@7#`P,\$1<,#`P:5PP,#!S7#`P,'1<,#`P:5PP,#!L7#`P,&Q<
M,#`P95PP,#!R7#`P,"!<,#`P,UPP,#`N7#`P,#!<,#`P,BD-"CX^#0IE;F10
M8FH-"GAR968-"C`@-3@-"C`P,#`P,#`P,#`@-C4U,S4@9@T*,#`P,#`P-S-C4S
M,"`P,#`P,"!N#0HP,#`P,#`P,#\$W(#`P,#`P(&X-"C`P,#`P,#0R,S<@,#`P
M,#`@;@T*,#`P,#\$P-#@U-B`P,#`P,"!N#0HP,#`P,3`T.30V(#`P,#`P(&X-
M"C`P,#`Q,#4P,S4@,#`P,#`@;@T*,#`P,#\$P-#<W-R`P,#`P,"!N#0HP,#`P
M,3`W.#DV(#`P,#`P(&X-"C`P,#`Q,#8V,3@@,#`P,#`@;@T*,#`P,#`P-#,#V
M-"`P,#`P,"!N#0HP,#`P,#`X-#0V(#`P,#`P(&X-"C`P,#`Q,#8W,#@@,#`P
M,#`@;@T*,#`P,#`P.#4W-"`P,#`P,"!N#0HP,#`P,#\$Q,S,U(#`P,#`P(&X-
M"C`P,#`Q,#8W.3D@,#`P,#`@;@T*,#`P,#`Q,30V,R`P,#`P,"!N#0HP,#`P
M,#\$W-30V(#`P,#`P(&X-"C`P,#`Q,#4Q-#,@,#`P,#`@;@T*,#`P,#\$P-C@Y
M,"`P,#`P,"!N#0HP,#`P,#\$W-C@V(#`P,#`P(&X-"C`P,#`P,C(Q,C\$@,#`P
M,#`@;@T*,#`P,#\$P-CDX,2`P,#`P,"!N#0HP,#`P,#(R,COY(#`P,#`P(&X-
M"C`P,#`P,C<R,S4@,#`P,#`@;@T*,#`P,#\$P-S`W,B`P,#`P,"!N#0HP,#`P
M,#(W,S8S(#`P,#`P(&X-"C`P,#`P-#(Y,3@@,#`P,#`@;@T*,#`P,#\$P-S\$V
M,R`P,#`P,"!N#0HP,#`P,#0S,#4X(#`P,#`P(&X-"C`P,#`P-#DQ,3`@,#`P
M,#`@;@T*,#`P,#\$P-S(U-"`P,#`P,"!N#0HP,#`P,#OY,C4P(#`P,#`P(&X-
M"C`P,#`P-30P,3,@,#`P,#`@;@T*,#`P,#\$P-S,T-2`P,#`P,"!N#0HP,#`P
M,#4T,34S(#`P,#`P(&X-"C`P,#`P-C@W-3@@,#`P,#`@;@T*,#`P,#\$P-S0S
M-B`P,#`P,"!N#0HP,#`P,#8X.#@V(#`P,#`P(&X-"C`P,#`P-S8V.#8@,#`P
M,#`@;@T*,#`P,#\$P.#\$T.2`P,#`P,"!N#0HP,#`P,3`X,#,Y(#`P,#`P(&X-
M"C`P,#`Q,#<U,C@@,#`P,#`@;@T*,#`P,#`W-C@R-B`P,#`P,"!N#0HP,#`P
M,#@S.3@P(#`P,#`P(&X-"C`P,#`Q,#<V,C`@,#`P,#`@;@T*,#`P,#`X-#\$R
M,"`P,#`P,"!N#0HP,#`P,#@Y-C,V(#`P,#`P(&X-"C`P,#`Q,#<W,3(@,#`P
M,#`@;@T*,#`P,#`X.3<W-B`P,#`P,"!N#0HP,#`P,#DX.#DV(#`P,#`P(&X-
M"C`P,#`Q,#<X,#0@,#`P,#`@;@T*,#`P,#`Y.3`R-"`P,#`P,"!N#0HP,#`P
M,3`T-3`T(#`P,#`P(&X-"C`P,#`Q,#0V-#0@,#`P,#`@;@T*,#`P,#\$P-3(U
M,2`P,#`P,"!N#0HP,#`P,3`X,C0Y(#`P,#`P(&X-"C`P,#`Q,#@S,#8@,#`P
M,#`@;@T*=")A:6QE<@T*/#P-"B]3:7IE(#4X#0HO4F]O="`U-B`P(%(-"B])
M;F9O(#4W(#`@4@T*+TES(%L\,&5B-V\$S86-D-#\$W-F8V9#4U,#8T.#5C,3(W
M-F,V868^/#!E8C=A,V%C9#0Q-S9F-F0U-3`V-#AE8SSR-S9C-F%F/ET-"CX^
<#0IS=&%R='AR968-"C\$P.#0Y.0T*)25%3T8-"@`

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`X-C\$Y#0H^
M/@T*+W1R96%#0I"5`T*+T8R(##5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-#DN
M-S<@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`I5&H-"C0Q+C,V
M("TR+C,@5\$0-"BA%>&AI8FET(##\$S7"AH7"D@*51J#0H01C,@,2!49@T*+30Q
M+C,V("TR+C,V(%1\$#0HH475A<G1E<FQY(%)E<W5L=',@;V8@3W!E<F%T:6]N
M<RE4:@T*+T8R(##5&8-"C\$S+C<X(#`@5\$0-"B@+2!<*5N875D:71E9%PI
M*51J#0HM,3,N-S@+3\$N,38@5\$0-"BA<*\$EN(\$UI;&QI;VYS+"!%>&-E<'0@
M4&5R(%-H87)E(\$M;W5N='-<*2`I5&H-"C4N.#0@+3\$N,3(05\$0-"C\$N,#4@
M5&,-"ELH("DR,"@*3(P*`I+3DT-#`H("I.#@P*`I+3\$X,"@*3\$P-#`H
M("DR,#`H("DS,#`H("DM,3@P*`I,S`P*`@*3,V,"@*2T-C`H("DS-C`H
M("I-S`P*`I+38P,"@*3<P,"@("DW,#`H("DM-C`P*`I751*#0HQ,"XP
M-SD@,"`P(##\$P+C`W.2`S.#,N-S,@.#4T+C<S(%1M#0HP(%1C#0HH,3DY.2E4
M:@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@
M#0HU,38N-#4@.#4P+C@Y(&T-"C(W,"XY,R`X-3`N.#D@;`T*,C<P+CDS(#@U
M,"XX.2!M#0HR-S`N.3,@.#4P+C0Q(&P-"E,-"C`@1PT*,C<P+CDS(#@U,"XT
M,2!M#0HU,38N-#4@.#4P+C0Q(&P-"C4Q-BXT-2`X-3`N-#5@;0T*-3\$V+C0U
M(#@U,"XX.2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S0Y+C@Y(#@S
M.2XS-R!4;0T**%U87)T97)S*51J#0I%5`T*,"XU(\$<-"COV,RXV-2`X,S4N
M-3,@;0T*,C<P+CDS(##S-2XU,R!L#0HR-S`N.3,@.#,U+C4S(&T-"C(W,"XY
M,R`X,S4N,#4@;`T*4PT*,"!`#0HR-S`N.3,@.#,U+C`U(&T-"COV,RXV-2`X
M,S4N,#4@;`T*`#8S+C8U(##S-2XP-2!M#0HT-C,N-C4@.#,U+C4S(&P-"E,-
M"D)4#0HQ,"XP-SD@,"`P(##\$P+C`W.2`R-S0N-3,@.#(T+C`Q(%1M#0I;*\$9I
M<G-T*2TR,C@U+C8H4V5C;VYD*2TS,3DY+C<H5&AI<F0I+3,Q,3(H1F]U<G1H
M*2TR.3(Y*%EE87(I751*#0I%5`T*,"XU(\$<-"C(Y-BXV,2`X,C`N,3<@;0T*
M,C<P+CDS(#@R,"XQ-R!L#0HR-S`N.3,@.#(P+C\$W(&T-"C(W,"XY,R`X,3DN
M-CD@;`T*4PT*,"!`#0HR-S`N.3,@.#\$Y+C8Y(&T-"C(Y-BXV,2`X,3DN-CD@
M;`T*,CDV+C8Q(##Q.2XV.2!M#0HR.38N-C\$@.#(P+C\$W(&P-"E,-"C`N-2!`
M#0HS-3\$N-3<@.#(P+C\$W(&T-"C,Q,"XP-2`X,C`N,3<@;`T*,S\$P+C`U(#@R
M,"XQ-R!M#0HS,3`N,#4@.#\$Y+C8Y(&P-"E,-"C`@1PT*,S\$P+C`U(##Q.2XV
M.2!M#0HS-3\$N-3<@.#\$Y+C8Y(&P-"C,U,2XU-R`X,3DN-CD@;0T*,S4Q+C4W
M(#@R,"XQ-R!L#0I3#0HP+C4@1PT*`#P+C@U(#@R,"XQ-R!M#0HS-C<N-#5@
M.#(P+C\$W(&P-"C,V-RXT,2`X,C`N,3<@;0T*,S8W+C0Q(##Q.2XV.2!L#0I3
M#0HP(\$<-"C,V-RXT,2`X,3DN-CD@;0T*`#P+C@U(##Q.2XV.2!L#0HT,3`N
M.#4@.#\$Y+C8Y(&T-"C0Q,"XX-2`X,C`N,3<@;`T*4PT*,"XU(\$<-"COV,RXV
M-2`X,C`N,3<@;0T*`#(V+C8Y(##R,"XQ-R!L#0HT,C8N-CD@.#(P+C\$W(&T-
M"COR-BXV.2`X,3DN-CD@;`T*4PT*,"!`#0HT,C8N-CD@.#\$Y+C8Y(&T-"C0V
M,RXV-2`X,3DN-CD@;`T*`#8S+C8U(##Q.2XV.2!M#0HT-C,N-C4@.#(P+C\$W
M(&P-"E,-"C`N-2!`#0HU,38N-#4@.#(P+C\$W(&T-"COW.2XT.2`X,C`N,3<@
M;`T*`#<Y+C0Y(##R,"XQ-R!M#0HT-SDN-#D@.#\$Y+C8Y(&P-"E,-"C`@1PT*
M-#<Y+C0Y(##Q.2XV.2!M#0HU,38N-#4@.#\$Y+C8Y(&P-"C4Q-BXT-2`X,3DN
M-CD@;0T*`#3\$V+C0U(##R,"XQ-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@.34N-S,@.#`X+C8U(%1M#0I;*\$10=&%L(')E=F5N=65S*2TQ,30V."XQ
M*"OR-2XP*2TR,S(Q+CDH)#DW+CDI+3,S-CDN-B@D*2TS,S,N-"@Y,2XX*2TR
M.#DS+C0H)##\$T-BXW*2TR-#@X+C(H)#,V,2XT*5U42@T*,"M,2XR,30T(%1\$
M#0I;*\$=R;W-S('!R;V9I="!<*QO<W-<*2DM,3\$Q,#8N,R@Y+C@I+3(X,C\$N
M.2@Q."XW*2TT,S8Y+C<H7"@Y+C@I+3\$R+C4H7"DI+3,U-#@N,R@Q-BXU*2TS
M-#@X+C<H,S4N,BE=5\$H-"E0J#0HH3F5T(&EN8V]M92!<*QO<W-<*2E4:@T*
M,2XU,C0@+3\$N,C\$T-"!41`T*6RA!;6]U;G0I+3\$S-3@Q*#(N-RDM,S,R,2XY
M*#<N."DM,S@V.2XV*%PH,3`N-RDM,3(N-BA<*2DM-#`T."XT*#4N,"DM,SDX
M."XW*#0N."E=5\$H-"E0J#0HH4&5R(&-O;6UO;B!S:6%R92E4:@T*,2XU,C0@
M+3\$N,C\$T-"!41`T*6RA"87-I8RDM,3,Q,3,H+C(T*2TS,S(Q+CDH+C<P*2T
M,S8Y+C<H7"@N.38I+3\$R+C4H7"DI+30P-#@N-"@N-#4I+3,Y.#@N-R@N-#I
M751*#0I4@T*6RA\$;6QU=&5D*2TQ,C,S-2@N,C0I+3,S,C\$N.2@N-S`I+30S
M-CDN-RA<*XY-BDM,3(N-2A<*2DM-#`T."XT*XT-2DM,SDX."XW*XT,RE=
M5\$H-"BTS+C`T-SD@+3\$N,C\$T-"!41`T**%V97)A9V4@;G5M8F5R(&]F('H
M87)E<RE4:@T*,RXP-#<Y("TQ+C(Q-#0@5\$0-"ELH0F\$S:6,I+3\$R-C\$R+CDH
M,3\$N,BDM,C@R,B@Q,2XR*2TT,C`S+C\$H,3\$N,2DM,S@Y,RXU*#\$P+C@I+3,T
M.#@N-R@Q,2XQ*5U42@T*5"H-"ELH1&EL=71E9"DM,3\$X,S4H,3\$N,BDM,C@R
M,B@Q,2XR*2TT,C`S+C\$H,3\$N,BDM,S@Y,RXU*#\$P+C@I+3,T.#@N-R@Q,2XQ
M*5U42@T*,3(@,"`P(##\$R(##(U+C8U(##8W,2XS-R!4;0T**\$9I<G-T(&%N9"!T
M:&ER9"!Q=6%R=&5R(')E<W5L=',@:6YC;'5D960@<')E+71A>"!F879O<F%B
M;4@861J=7-T;65N=',@;V8@)#0@;6EL;&EO;B!A;F0@)#(@;6EL;&EO;BP@
M<F5S<&5C=&EV96QY+"`I5&H-"B]@&-"`Q(%1F#0HP("TQ+C\$R(%1\$#0HH<')I
M;6%R:6QY(')E;&%T:6YG('!O(')E8V]V97)I97,@;V8@<')I;W(@>65A<G-<
M,C(R('T871E('!A>&5S+B!4:&ER9"!A;F0@9F]U<G1H('U87)T97(@<F5S
M=6QT<R!A;`-O(&EN8VQU9&5D("E4:@T*5"H-"BAA<'!R;WAI;6%T96QY("OR
M-2!M:6QL:6]N(&%N9`D-R!M:6QL:6]N+!"R97-P96-T:79E;'DL(&]F('!R
M92UT87@9FEX960@8V]S=",@<F5L871E9"!T;R!P<F]D=6-T:6]N(&-U<G1A
M:6QM96YT<RX@*51J#0HU+C@T("TQ+C\$R(%1\$#0HQ+C`Y(%1C#0I;`*`@("DM
M.30V,"@("DY,C`H("DM,30P*`I,3`X,"@*3\$R,"@*3<P,"@*2TU-C`H
M("DW,#`H("I-S`P*`I+34V,"@*38X,"@*2TR,"@*38X,"@*2TU-C`H
M("DV.#`H("DM,C`H("DV.#`H("DM-38P*`I751*#0H01C(@,2!49@T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@,S@T+CDS(#8Q.2XR.2!4;0T*,"!48PT**\$Y.3@I
M5&H-"D54#0HP+C4@1PT*-3\$V+C0U(#8Q-2XT-2!M#0HR-S,N-3<@-C\$U+C0U
M(&P-"C(W,RXU-R`V,34N-#4@;0T*,C<S+C4W(#8Q-"XY-R!L#0I3#0HP(\$<-
M"C(W,RXU-R`V,30N.3<@;0T*`#3\$V+C0U(#8Q-"XY-R!L#0HU,38N-#4@-C\$T
M+CDW(&T-"C4Q-BXT-2`V,34N-#4@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N
M,#<Y(#,U,"XQ,R`V,#,N.3,@5&T-"BA1=6%R=&5R<RE4:@T*150-"C`N-2!`
M#0HT-C\$N-#D@-C`P+C`Y(&T-"C(W,RXU-R`V,#`N,#D@;`T*,C<S+C4W(#8P
M,"XP.2!M#0HR-S,N-3<@-3DY+C8Q(&P-"E,-"C`@1PT*,C<S+C4W(#4Y.2XV
M,2!M#0HT-C\$N-#D@-3DY+C8Q(&P-"COV,2XT.2`U.3DN-C\$@;0T*`#8Q+C0Y
M(#8P,"XP.2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,C<W+C\$W(#4X
M."XU-R!4;0T*6RA&:7)S="DM,C(S."A396-O;F0I+3(X,3@N-RA4:&ER9"DM

M, CDY, BXY*90=7) T: "DM, S\$T, RXS*EE87 (I751*#0I%5`T*, "XU(\$<-"C (Y M. 2XR-2`U. #0N-S, @; 0T*, C<S+C4W (#4X-"XW, R!L#0HR-S, N-3<@-3@T+C<S M (&T-"C (W, RXU-R`U. #0N, C4@; `T*4PT*, "!"#0HR-S, N-3<@-3@T+C (U (&T-"M" C (Y. 2XR-2`U. #0N, C4@; `T*, CDY+C (U (#4X-"XR-2!M#0HR. 3DN, C4@-3@T M+C<S (&P-"E, -"C`N-2!`!#0HS-3 (N, #4@-3@T+C<S (&T-"C, Q-"XQ, R`U. #0N M-S, @; `T*, S\$T+C\$S (#4X-"XW, R!M#0HS, 30N, 3, @-3@T+C (U (&P-"E, -"C`@ M1PT*, S\$T+C\$S (#4X-"XR-2!M#0HS-3 (N, #4@-3@T+C (U (&P-"C, U, BXP-2`U M. #0N, C4@; 0T*, S4R+C`U (#4X-"XW, R!L#0I3#0HP+C4@1PT*-"#`V+C4S (#4X M-"XW, R!M#0HS-C@N, S<@-3@T+C<S (&P-"C, V. "XS-R`U. #0N-S, @; 0T*, S8X M+C, W (#4X-"XR-2!L#0I3#0HP (\$<-"C, V. "XS-R`U. #0N, C4@; 0T*-"#`V+C4S M (#4X-"XR-2!L#0HT, #8N-3, @-3@T+C (U (&T-"COP-BXU, R`U. #0N-S, @; `T* M4PT*, "XU (\$<-"COV, 2XT. 2`U. #0N-S, @; 0T*-"# (S+C`Y (#4X-"XW, R!L#0HT M, C, N, #D@-3@T+C<S (&T-"COP, RXP. 2`U. #0N, C4@; `T*4PT*, "!"#0HT, C, N M, #D@-3@T+C (U (&T-"COV, 2XT. 2`U. #0N, C4@; `T*-"#8Q+COY (#4X-"XR-2!M M#0HT-C\$N-#D@-3@T+C<S (&P-"E, -"C`N-2!`!#0HU, 38N-#4@-3@T+C<S (&T-"M" COW. "XP-2`U. #0N-S, @; `T*-"#<X+C`U (#4X-"XW, R!M#0HT-S@N, #4@-3@T M+C (U (&P-"E, -"C`@1PT*-"#<X+C`U (#4X-"XR-2!M#0HU, 38N-#4@-3@T+C (U M (&P-"C4Q-BXT-2`U. #0N, C4@; 0T*-"3\$V+COU (#4X-"XW, R!L#0I3#0I`5`T* M, 3`N, #<Y (#`@, "Q, "XP-SD@. 34N-S, @-3<S+C (Q (%1M#0I; *%1O=&%L (') E M=F5N=65S*2TQ, 3<S, "D, S@N, "DM, C`S-BXR*0Q-3@N, 2DM, C8S, 2XV*0Q M-S8N, BDM, C<P, R@D, 3, Q+C8I+3 (W, #, H) #4P, RXY*5U42@T*, "M, 2XR, 30T M (%1\$#0I; *\$=R; W-S ('!R; V9I="DM, 3, X-"H-2XS*2TS, #, V+C (H, C@N-RDM M, S8S, 2XV*#, R+C4I+3, W, #, H, CDN, RDM, S<P, R@Y-2XX*5U42@T*5"H-"BA. M970@:6YC; VUE*51J#0HQ+C4Y-30@+3\$N, C\$T-"!41`T*6RA!; 6]U; G0I+3\$T M, C<Q+C8H+C4I+3, P, S8N, 2@Q-BXY*2TS-C, Q+C8H, C`N, 2DM, S<P, R@Q. 2XY M*2TS-S`S*#4W+COI751*#0I4*#T*%I!E<B!C; VUM; VX<VAA<F4I5&H-"C\$N M-3DU-"M, 2XR, 30T (%1\$#0I; *\$) A<VEC*2TQ, S (S, B@N, #0I+3, P, S8N, B@Q M+C0Y*2TS-C, Q+C8H, 2XX, "DM, S<P, R@Q+C<W*2TS-S`S*#4N, 3`I751*#0I4 M*#T*6RA\$: 6QU=&5D*2TQ, COU-"XQ*"XP-"DM, S`S-BXR*#N-#@I+3, V, S\$N M-B@Q+C<X*2TS-S`S*#N-S8I+3, W, #, H-2XP-BE=5\$H-"BTS+C\$Y, #@@+3\$N M, C\$T-"!41`T*%\$V97) A9V4@; G5M8F5R (&]F ('-H87) E<RE4:@T*, RXQ. 3`X M ("TQ+C (Q-#0@5\$0-"ELH0F%\$S: 6, I+3\$R-S, R*#\$Q+C, I+3, P, S8N, R@Q, 2XS M*2TS-C, Q+C8H, 3\$N, BDM, S<P, R@Q, 2XQ*2TS-S`S*#\$Q+C (I751*#0I4*#T* M6RA\$: 6QU=&5D*2TQ, 3DU-"@Q, 2XT*2TS, #, V+C, H, 3\$N-"DM, S8S, 2XV*#\$Q M+C, I+3, W, #, H, 3\$N, RDM, S<P, R@Q, 2XS*5U42@T*+T8T (#\$@5&8-"C\$R (#`@ M, "Q, B`R-2XV-2`T, S4N. 3, @5&T-"BA&W5R=@@<75A<G1E<B!N970@:6YC M; VUE (&EN8VQU9&5D (&\$@) #, N-2!M: 6QL: 6]N ('!A>"!C<F5D: 70@<F5F; &5C M=&EN9R!A ('!) E87-S97-S; 65N="!09B!C=7) R96YT (&%N9"!P<FEO<B!Y96%R M<UPR, C (@=&%X ("E4:@T*, "M, 2XQ, B!41`T*%&]B; &EG871I; VYS (') E<W5L M=&EN9R!F<F]M ('!H92!A=61I="!09B!P<FEO<B!Y96%R<UPR, C (@=&%X (') E M='5R; G, N ("E4:@T*, "M, BXS (%1\$#0HH0V]M; 6]N (%-H87) E (%!R: 6-E (%!E M<F90<FUA; F-E (&%N9"!\$S: 79I9&5N9"!*, @*51J#0HU+C@T ("TQ+C\$R (%1\$#0HQ M+C8U (%1C#0I; *`I-3@P*`I+34P, C`H ("DU. #`H ("DQ, C@P*`@*3DT, "@@ M*34X, "@@*3\$R-C`H ("I. 3 (P*`I-38P*`I, 3 (V, "@@ ("DY, C`H ("DU-C`H M ("DQ, C8P*`@*3DR, "@@*34V, "@@*3\$T. #`H ("DT, C`H ("DQ-#`P*`I-38P M*`I, 30X, "@@*30R, "@@*5U42@T*+T8R (#\$@5&8-"C\$P+C`W. 2`P (#`@, 3`N M, #<Y (# (X, 2XP, 2`S-CDN-CD@5&T-"C`@5&, -"BA0<FEC92!097) F; W) M86YC M92E4:@T*150-"C`N-2!`!#0HT, C8N-CD@, S8U+C@U (&T-"C (Q, "XT-2`S-C4N M. #4@; `T*, C\$P+COU (#, V-2XX-2!M#0HR, 3`N-#4@, S8U+C, W (&P-"E, -"C`@ M1PT*, C\$P+COU (#, V-2XS-R!M#0HT, C8N-CD@, S8U+C, W (&P-"COR-BXV. 2`S M-C4N, S<@; 0T*-"# (V+C8Y (#, V-2XX-2!L#0I3#0I`5`T*, 3`N, #<Y (#`@, "Q M, "XP-SD@, C4P+C (Y (#, U-"XS, R!4; 0T*6R@Q. 3DY*2TY-3 (U*#\$Y. 3@I+3<Q M. 3\$N-2A\$: 79I9&5N9', I751*#0I%5`T*, "XU (\$<-"C, Q, "XP-2`S-3`N-#D@ M; 0T*, C\$P+COU (#, U, "XT. 2!L#0HR, 3`N-#4@, S4P+COY (&T-"C (Q, "XT-2`S M-3`N, #S@; `T*4PT*, "!"#0HR, 3`N-#4@, S4P+C`Q (&T-"C, Q, "XP-2`S-3`N M, #S@; `T*, S\$P+C`U (#, U, "XP, 2!M#0HS, 3`N, #4@, S4P+COY (&P-"E, -"C`N M-2!`!#0HT, C8N-CD@, S4P+COY (&T-"C, R-BXS-R`S-3`N-#D@; `T*, S (V+C, W M (#, U, "XT. 2!M#0HS, C8N, S<@, S4P+C`Q (&P-"E, -"C`@1PT*, S (V+C, W (#, U, M, "XP, 2!M#0HT, C8N-CD@, S4P+C`Q (&P-"COR-BXV. 2`S-3`N, #S@; 0T*-"# (V M+C8Y (#, U, "XT. 2!L#0I3#0HP+C4@1PT*-"3\$V+COU (#, U, "XT. 2!M#0HT-#, N M, #S@, S4P+COY (&P-"COT, RXP, 2`S-3`N-#D@; 0T*-"#0S+C`Q (#, U, "XP, 2!L M#0I3#0HP (\$<-"COT, RXP, 2`S-3`N, #S@; 0T*-"3\$V+COU (#, U, "XP, 2!L#0HU M, 38N-#4@, S4P+C`Q (&T-"C4Q-BXT-2`S-3`N-#D@; `T*4PT*0E0-"C\$P+C`W M. 2`P (#`@, 3`N, #<Y (# (R, 2XR-2`S, S@N. 3<@5&T-"ELH2&EG: "DM, S@Q, "XR M*\$QO=RDM, S@X, 2XY*\$@I, "XQ*EG: "DM, S@U-RXX*\$QO=RDM, S (Q-2XR*#\$Y M. 3DI+3 (T-3 (N. 2@Q. 3DX*5U42@T*150-"C`N-2!`!#0HR-3\$N. 3<@, S, U+C\$S M (&T-"C (Q, "XT-2`S, S4N, 3, @; `T*, C\$P+COU (#, S-2XQ, R!M#0HR, 3`N-#4@ M, S, T+C8U (&P-"E, -"C`@1PT*, C\$P+COU (#, S-"XV-2!M#0HR-3\$N. 3<@, S, T M+C8U (&P-"C (U, 2XY-R`S, S0N-C4@; 0T*, C4Q+CDW (#, S-2XQ, R!L#0I3#0HP M+C4@1PT*, S\$P+C`U (#, S-2XQ, R!M#0HR-C@N, #4@, S, U+C\$S (&P-"C (V. "XP M-2`S, S4N, 3, @; 0T*, C8X+C`U (#, S-"XV-2!L#0I3#0HP (\$<-"C (V. "XP-2`S M, S0N-C4@; 0T*, S\$P+C`U (#, S-"XV-2!L#0HS, 3`N, #4@, S, T+C8U (&T-"C, Q M, "XP-2`S, S4N, 3, @; `T*4PT*, "XU (\$<-"C, V. "XS-R`S, S4N, 3, @; 0T*, S (V M+C, W (#, S-2XQ, R!L#0HS, C8N, S<@, S, U+C\$S (&T-"C, R-BXS-R`S, S0N-C4@ M; `T*4PT*, "!"#0HS, C8N, S<@, S, T+C8U (&T-"C, V. "XS-R`S, S0N-C4@; `T* M, S8X+C, W (#, S-"XV-2!M#0HS-C@N, S<@, S, U+C\$S (&P-"E, -"C`N-2!`!#0HT M, C8N-CD@, S, U+C\$S (&T-"C, X-"XV. 2`S, S4N, 3, @; `T*, S@T+C8Y (#, S-2XQ M, R!M#0HS. #0N-CD@, S, T+C8U (&P-"E, -"C`@1PT*, S@T+C8Y (#, S-"XV-2!M M#0HT, C8N-CD@, S, T+C8U (&P-"COR-BXV. 2`S, S0N-C4@; 0T*-"# (V+C8Y (#, S M-2XQ, R!L#0I3#0HP+C4@1PT*-"#<Q+C4W (#, S-2XQ, R!M#0HT-#, N, #S@, S, U M+C\$S (&P-"COT, RXP, 2`S, S4N, 3, @; 0T*-"#0S+C`Q (#, S-"XV-2!L#0I3#0HP M (\$<-"COT, RXP, 2`S, S0N-C4@; 0T*-"#<Q+C4W (#, S-"XV-2!L#0HT-S\$N-3<@ M, S, T+C8U (&T-"COW, 2XU-R`S, S4N, 3, @; `T*4PT*, "XU (\$<-"C4Q-BXT-2`S M, S4N, 3, @; 0T*-"#@W+C@Y (#, S-2XQ, R!L#0HT. #<N. #D@, S, U+C\$S (&T-"COW M-RXX. 2`S, S0N-C4@; `T*4PT*, "!"#0HT. #<N. #D@, S, T+C8U (&T-"C4Q-BXT

M-2`S,S0N-C4@;`T*-3\$V+C0U(#,S-"XV-2!M#0HU,38N-#4@,S,U+C\$S(&P-
M"E,-"D)4#0HQ,"XP-SD@,"`P(##P+C`W.2`Y-2XW,R`S,C,N-C\$@5&T-"ELH
M1FER<W0@475A<G1E<BDM-C0X,BXV*"0T,RXU-BDM,CDX."XX*"0S,BXY-"DM
M,S`S-BXT*"0U-2XQ."DM,S`S-BXT*"0T,BXW-2DM,C<W-"XT*"0N,S<U*2TR
M,C`R+CDH)"XS,C4I751*#0HP("TQ+C(Q-#0@5\$0-"ELH4V5C;VYD(%U87)T
M97(I+34X-S(N-R@ET,2XT-"DM,S0X."XX*#,Q+C@Q*2TS-3,V+COH-3<N,S\$
I+3,U,S8N-"@T.2XX,2DM,S(W-"XU*"XS-S4I+3(W,#(N.2@N,S<U*5U42@T*
M5"H-"ELH5&AI<F0@475A<G1E<BDM-C4Y-"XW*#,T+C4P*2TS-#@X+C@H,S`N
M,#8I+3,U,S8N-"@U-RXV.2DM,S4S-BXT*#,V+C`V*2TS,C<T+C4H+C,W-2DM
M,C<P,BXY*"XS-S4I751*#0I4*#T*6RA&#;W5R=&@475A<G1E<BDM-C\$T.2XW
M*#,Q+CDT*2TS-#@X+C@H,C8N.##\$I+3,U,S8N-"@T,2XX."DM,S4S-BXT*#,W
M+C`P*2TS,C<T+C4H+C,W-2DM,C<P,BXY*"XS-S4I751*#0I5`T*,"XU(\$<-
M"COV-2XU-R`R.#,N,#4@;0T*-#0X+C`U(#(X,RXP-2!L#0HT-#@N,#4@,C@S
M+C`U(&T-"COT."XP-2`R.#(N-3<@;`T*4PT*,"!`#0HT-#@N,#4@,C@R+C4W
M(&T-"COV-2XU-R`R.#(N-3<@;`T*-#8U+C4W(#(X,BXU-R!M#0HT-C4N-3<@
M,C@S+C`U(&P-"E,-"C`N-2!`#0HU,3`N-#4@,C@S+C`U(&T-"COY,BXY,R`R
M.#,N,#4@;`T*-#DR+CDS(#(X,RXP-2!M#0HT.3(N.3,@,C@R+C4W(&P-"E,-
M"C`@1PT*-#DR+CDS(#(X,BXU-R!M#0HU,3`N-#4@,C@R+C4W(&P-"C4Q,"XT
M-2`R.#(N-3<@;0T*-3\$P+C0U(#(X,RXP-2!L#0I3#0I"5`T*,3`N,<#Y(#`@
M,"`Q,"XP-SD@,3\$Q+C4W(#(W,2XU,R!4;0T*6RA996R*2TX-C`U+C@H-#N
M-38I+3,T.#@N."@R-BXX,2DM,S4S-BXT*#4W+C8Y*2TS-3,V+COH,S8N,#8I
M+3(W-S0N-"@D,2XU,"DM,C(P,BXY*"0Q+C0U*5U42@T*150-"C`N-2!G#0HT
M-#@N,#4@,C8W+C8Y(##\$W+C4R("TR+C@X(')E#0IF#0HT.3(N.3,@,C8W+C8Y
M(##\$W+C4R("TR+C@X(')E#0IF#0I"5`T*+T8T(##\$@5&8-"C\$R(#`@,"`Q,B`S
M,#`N,C\$@,C,W+CDS(%M#0HP(&<-"B@U-2`I5&H-"D54#0IE;F1S=')E86T-
M"F5N9&]B:@T*,R`P(&]B:@T*/#P-"B]0<F]C4V5T(##L04\$1&(']497AT(T-
M"B] &;VYT(#P#0HO1C(@-"`P(%(-"B] &,R`U(#`@4@T*+T8T(#8@,"!2#0H^
M/@T*+T5X=\$-3=&T92`\/`T*+T=3,2`W(#`@4@T*/CX-"CX^#0IE;F108FH-
M"CD@,"!08FH-"CP\#0HO5'EP92`O2&L9G1O;F4-"B] (86QF=&]N951Y<&4@
M,0T*+TAA;&9T;VYE3F#M92`H1&5F875L="D-"B] &<F5Q=65N8WDE-C`-B]!
M;F=L92`T-0T*+U-P;W1&=6YC=&EO;B`O4F]U;F0-"CX^#0IE;F108FH-"C<@
M,"!08FH-"CP\#0HO5'EP92`O17AT1U-T871E#0HO4T\$@9F#L<V4-"B] /4"!F
M86QS90T*+TAA('] \$969A=6QT#0H^/@T*96YD;V)J#0HT(#`@;V)J#0H\`T*
M+U1Y<&4@+T9Q;G0-"B]3=6)T>7!E("]4>7!E,OT*+TYA;64@+T8R#0HO0F#S
M949O;G0@+U1I;65S+5)O;6%N#0H^/@T*96YD;V)J#0HU(#`@;V)J#0H\`T*
M+U1Y<&4@+T9Q;G0-"B]3=6)T>7!E("]4>7!E,OT*+TYA;64@+T8S#0HO0F#S
M949O;G0@+U1I;65S+4)O;&0-"CX^#0IE;F108FH-"C8@,"!08FH-"CP\#0HO
M5'EP92`O1F]N="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F#M92`O1C0-"B]J;F-O
M9&EN9R`Q,"`P(%(-"B] "87-E1F]N="`O5&EM97,M4F]M86X-"CX^#0IE;F10
M8FH-"C\$P(#`@;V)J#0H\`T*+U1Y<&4@+T5N8V]D:6Y#0HO1&EF9F5R96YC
M97,@6R`P+V=R879E+V#C=71E+V-I<F-U;69L97@O=&EL9&4O;6%<F]N+V)R
M979E+V10=&#C8V5N="]D:65R97-I<PT*+W)I;F<O8V5D:6QL82]H=6YG87)U
M;6QA=70O;V=O;F5K+V-A<F]N+V10=&QE<W-I+V9I+V9L#0HO3'-L87-H+VQS
M;&S:"]:8V#R;VXO>F-A<F]N+VUI;G5S(#,Y+W#U;W1E<VEN9VQE(#DV+V=R
M879E(##\$S,"]Q=6]T97-I;F=L8F#S90T*+V9L;W)I;B]Q=6]T961B;&A<V4O
M96QL:7]S:7,09&#G9V5R+V1A9V=E<F1B;"]C:7)C=6UF;&5X+W!E<G1H;W5S
M86YD+U-C87)O;@T*+V=U:6QS:6YG;&QE9G003T4@,30U+W#U;W1E;&5F="]Q
M=6]T97)I9VAT+W#U;W1E9&L;&5F="]Q=6]T961B;')I9VAT+V)U;&QE="]E
M;F1A<V@-"B]E;61A<V@O=&EL9&4O=')A9&5M87)K+W-C87)O;B]G=6EL<VEN
M9VQR:6=H="]O92`Q-3D0661I97)E<VES(##\$V-"]C=7)R96YC>0T*(##\$V-B]B
M<F]K96YB87(@,38X+V1I97)E<VES+V-O<'ER:6=H="]O<F1F96UI;FEN92`Q
M-S(O;&]G:6-A;&YO="]H>7!H96XO<F5G:7-T97)E9"]M86-R;VX-"B]D96=R
M964O<&QU<VUI;G5S+W1W;W-U<&5R:6]R+W1H<F5E<W5P97)I;W(O86-U=&4O
M;74@,3@S+W1E<FEO9&-E;G1E<F5D+V-E9&EL;&\$-"B]O;F5S:7!E<FEO<B]O
M<F1M87-C=6QI;F4@,3@X+V]N97%U87)T97(O;VYE:##L9B]T:')E97%U87)T
M97)S(##\$Y,B]!9W)A=F4006%<C=71E+T#C:7)C=6UF;&5X#0HO071I;&1E+T#D
M:65R97-I<R]!<FEN9R]!12]#8V5D:6QL82]#9W)A=F4016%<C=71E+T5C:7)C
M=6UF;&5X#0HO161I97)E<VES+TEG<F#V92])86-U=&4O26-I<F-U;69L97@O
M261I97)E<VES+T5T:"].=&EL9&4O3V=R879E#0HO3V#C=71E+T]C:7)C=6UF
M;&5X+T]T:6QD92]/9&EE<F5S:7,O;75L=&EP;'DO3W-L87-H+U5G<F#V92]5
M86-U=&4-"B]58VER8W5M9FQE>"59&EE<F5S:7,O66%<C=71E+U1H;W)N+V=E
M<FUA;F1B;' ,O86=R879E+V#A8W5T92]A8VER8W5M9FQE>`T*+V#T:6QD92]A
M9&EE<F5S:7,O87)I;F<O864O8V-E9&EL;&\$O96=R879E+V5A8W5T92]E8VER
M8W5M9FQE>`T*+V5D:65R97-I<R]I9W)A=F40:6%<C=71E+VEC:7)C=6UF;&5X
M+VED:65R97-I<R]E=&@O;G1I;&1E+V]G<F#V90T*+V]A8W5T92]O8VER8W5M
M9FQE>"]O=&EL9&4O;V1I97)E<VES+V1I=FED92]O<VQA<V@O=6=R879E+W5A
M8W5T90T*+W5C:7)C=6UF;&5X+W5D:65R97-I<R]Y86-U=&4O=&AO<FXO>61I
M97)E<VES#0I=#0H^/@T*96YD;V)J#0HQ(#`@;V)J#0H\`T*+U1Y<&4@+U!A
M9V4-"B]087)E;G0O."`P(%(-"B]297-O=7)C97,@,R`P(%(-"B]#;VYT96YT
M<R`R(#`@4@T*/CX-"F5N9&]B:@T*,"`P(&]B:@T*/#P-"B]4>7!E("]086=E
M<PT*+TMI9',@6S\$@,"!270T*+T-O=6YT(##\$-"B]-961I84)O>"!;"`P(#8Q
M,B`Q,#`X70T*/CX-"F5N9&]B:@T*,3\$@,"!08FH-"CP\#0HO5'EP92`O0V#T
M86QO9PT*+U!A9V5S(##@,"!2#0H^/@T*96YD;V)J#0HQ,B`P(&]B:@T*/#P-
M"B]#<F5A=&EO;D1A=&4@*#02,3DQ,#`P,SSV,38Q,C4S*0T*+U!R;V1U8V5R
M("A<S<V7#W-UPP,##!7#`P,&-<,#`P<EPP,#!07#`P,&<,#`P85PP,#!T
M7#`P,"!<,#`P1#PP,##!7#`P,'-<,#`P=#PP,#!I7#`P,&Q<,#`P;#PP,#!E
M7#`P,')<,#`P(%PP,#`S7#`P,"Y<,#`P,##P,##R*0T*/CX-"F5N9&]B:@T*
M>')E9@T*,"`Q,PT*,"`P,##P,##P,##P,"`V-34S-2!F#0HP,##P,##\$P-3DX(##P
M,##P(&X-"C`P,##P,##P,3<@,##P,##P;@T*,##P,##P.#8Y-"`P,##P,"!N
M#0HP,##P,##Y,##R(##P,##P(&X-"C`P,##P,##P,DQ,C(@,##P,##P;@T*,##P
M,##P.3(Q,2`P,##P,"!N#0HP,##P,##X.34S(##P,##P(&X-"C`P,##P,3`V
M.#8@,##P,##P;@T*,##P,##P,##P,##P.#@R,2`P,##P,"!N#0HP,##P,##Y,SSY(##P
M,##P(&X-"C`P,##P,3`W-S8@,##P,##P;@T*,##P,##P,##Q,##S,B`P,##P,"!N
M#0IT<F#I;&5R#0H/\`T*+U-I>F4@,3,-"B]2;V]T(##\$Q(##`@4@T*+TEN9F@
M,3(@,"!2#0HO240@6SPV9#9A,C,S.3@W93,V,38P8SDW,F\$S-S\$V.30R,S8P

M-SX\F0V83 (S,SDX-V4S-C\$V, &, Y-S) A, S<Q-CDT, C, V, #<^70T*/CX-"G-T
787) T>')E9@T*, 3\$P, C4-"B4E14] �H`
,

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#`@;V)J#0H\`T*+TQE;F=T:"`U-3,-"CX^
M#0IS=')E86T-"D)4#0H01C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DT.2XW
M-R!4;0T*,"!G#0H01U,Q(&=S#0HP(%1C#0HP(%1W#0HH("E4:@T*,"`M,2XQ
M,B!41`T**`I5&H-"C,S+C8V(#`@5\$0-"C(N,#D@5&,-"B@@("E4:@T*+T8S
M(#\$@5&8-"BTS,RXV-B`M,2XQ."!41`T*,"!48PT**\$EN=F5S=&]R(&%N9"!#
M;W)P;W)A=&4@26YF;W)M871I;VXI5&H-"B] &,B`Q(%1F#0HT,2XU."`P+C`V
M(%1\$#0HH17AH:6)I="`Q,UPH:5PI*51J#0H01C,@,2!49@T*+30Q+C4X("TR
M+COV(%1\$#0HH4W1O8VL@17AC:&%N9V4@26YF;W)M871I;VXI5&H-"B] &,B`Q
M(%1F#0HP("TR+C,T(%1\$#0HH5&AE('!R:6YC:7!A;"!M87)K970@9F]R(\$-L
M979E;&%N9"U#;&EF9G,@26YC(&-O;6UO;B!S:&%R97,@7"AT:6-K97(@<WEM
M8F]L(\$-,1EPI(&ES('!H92!.97<@66]R:R!3=&]C:R`I5&H-"C`@+3\$N,3(@
M5\$0-"BA%>&-H86YG92XL@5&AE(&-O;6UO;B!S:&%R97,@87)E(&%L<V\@;&ES
M=&5D(&]N('!H92!#:&EC86=O(%-T;V-K(\$5X8VAA;F=E+B`I5&H-"C(R+C@X
M("TR+C,@5\$0-"B@U-B`I5&H-"D54#0IE;F1S=')E86T-"F5N9&]B:@T*,R`P
M(&]B:@T*/#P-"B]0<F]C4V5T(%LO4\$1&("]497AT(%T-"B] &;VYT(#P\#0HO
M1C(@-"`P(%(-"B] &,R`U(#`@4@T*/CX-"B]%)>'1'4W1A=&4@/#P-"B]`4S@
M-B`P(%(-"CX^#0H^/@T*96YD;V)J#0HX(#`@;V)J#0H\`T*+U1Y<&4@+TAA
M;&9T;VYE#0HO2&%L9G10;F54>7!E(#\$-"B] (86QF=&]N94YA;64@*\$1E9F%U
M;'0I#0HO1G)E<75E;F-Y(#8P#0HO06YG;&4@-#4-"B]3<&]T1G5N8W1I;VX@
M+U)O=6YD#0H^/@T*96YD;V)J#0HV(#`@;V)J#0H\`T*+U1Y<&4@+T5X=\$=3
M=&%T90T*+U-!(&9A;'E#0HO3U`@9F%L<V4-"B] (5" `01&5F875L=`T*/CX-
M"F5N9&]B:@T*-"`P(&]B:@T*/#P-"B]4>7!E("] &;VYT#0HO4W5B=`EP92`O
M5'EP93\$-"B].86UE("] &,@T*+T)A<V5&;VYT("]4:6UE<RU2;VUA;@T*/CX-
M"F5N9&]B:@T*-2`P(&]B:@T*/#P-"B]4>7!E("] &;VYT#0HO4W5B=`EP92`O
M5'EP93\$-"B].86UE("] &,PT*+T)A<V5&;VYT("]4:6UE<RU" ;VQD#0H^/@T*
M96YD;V)J#0HQ(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E;G0@-R`P
M(%(-"B]297-O=7)C97,@,R`P(%(-"B]#;VYT96YT<R`R(#`@4@T*/CX-"F5N
M9&]B:@T*-R`P(&]B:@T*/#P-"B]4>7!E("]086=E<PT*+TMI9',@6S\$@,"!2
M70T*+T-O=6YT(#\$-"B]-961I84)O>"!;,"`P(#8Q,B`Q,#`X70T*/CX-"F5N
M9&]B:@T*.2`P(&]B:@T*/#P-"B]4>7!E("]#871A;&]G#0HO4&%G97,@-R`P
M(%(-"CX^#0IE;F1O8FH-"C\$P(#`@;V)J#0H\`T*+T-R96%T:6]N1&%T92`H
M1#HQ.3\$P,#`S,38Q-C\$S,#0I#0HO4')O9'5C97(@*%PS-S9<,S<W7#`P,\$%<
M,#`P8UPP,#!R7#`P,&] <,#`P8EPP,#!A7#`P,'1<,#`P(%PP,#!\$7#`P,&E<
M,#`P<UPP,#!T7#`P,&E<,#`P;%PP,#!L7#`P,&5<,#`P<EPP,#`@7#`P,#-<
M,#`P+EPP,#`P7#`P,#(I#0H^/@T*96YD;V)J#0IX<F5F#0HP(#\$Q#0HP,#`P
M,#`P,#`P(#8U-3,U(&8-"C`P,#`P,#\$Q,S,@,#`P,#`@;@T*,#`P,#`P,#`P
M-R`P,#`P,"!N#0HP,#`P,#`P-C(W(#`P,#`P(&X-"C`P,#`P,#`Y-30@,#`P
M,#`@;@T*,#`P,#`P,3`T-"`P,#`P,"!N#0HP,#`P,#`P.#<U(#`P,#`P(&X-
M"C`P,#`P,#\$R,C\$@,#`P,#`@;@T*,#`P,#`P,#<T,R`P,#`P,"!N#0HP,#`P
M,#`Q,S\$Q(#`P,#`P(&X-"C`P,#`P,#\$S-C8@,#`P,#`@;@T*=')A:6QE<@T*
M/#P-"B]3:7IE(#\$Q#0HO4F]O="`Y(#`@4@T*+TEN9F\@,3`@,"!2#0HO240@
M6SPX930U-S4U,SED8V%B861F-#<S8F%E.#0Q-&4U8SEA.#X`.&4T-3<U-3,Y
M9&-A8F%D9COW,V)A93@T,31E-6,Y83@^70T*/CX-"G-T87)T>')E9@T*,34U
.OT)25%3T8-"@``

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`Q,#`Y-@T*
M/CX-"G-T<F5A;0T*0E0-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.30Y
M+<C<W(%1M#0HP(&<-"B]!4S\$@9W,-"C`@5&,-"C`@5'<-"B@@*51J#0HP("TQ
M+C\$R(%1\$#0HH("E4:@T*,S8N.30@,"!41`T*,BXP.2!48PT**"@*51J#0HO
M1C,@,2!49@T*+3,V+CDT("TQ+C\$X(%1\$#0HP(%1C#0HH4W5M;6%R>2!09B!&
M:6YA;F-I86F@86YD(\$T:&5R(%-T871I<W1I8V%L(\$1A=&\$I5&H-"C`@+3\$N
M,C(@5\$0-"BA#;&5V96QA;F0MOVQI9F9S(\$EN8R!A;F0@0V)N<V)L:61A=&5D
M(%-U8G-I9&EA<FEE<RE4:@T*+T8R(#\$@5&8-"COQ+C4X(#\$N,C@@5\$0-"BA%
M>&AI8FET(#\$S7"AJ7"DI5&H-"BTT,2XU."`M,BXT-"!41`T*,"XX-2!48PT*
M6R@@*3(P**`I,C`H("DR,"@@("DM,CDY,C`H("I-C@P**`I+3@P,"@@*3<R
M,"@@"`DV.`H("DM.#`P**`I-S(P**`@*38X,"@@"*2TX,#`H("E=5\$H-"B] &
M,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T-CDN,3<@.#@Q+C\$S(%1M#0HP
M(%1C#0HH,3DY.2E4:@T*+T8R(#\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;
M*#\$Y.3@I+3(U,CON-"@Q.3DW*5U42@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N
M,C0@=R`Q,"!-(%M="!D#0HQ(&D@#0HT.34N,S,@.#<V+C@Q(&T-"C0V,RXQ
M-R`X-S8N.#\$@;`T*-*8S+C\$W(@W-BXX,2!M#0HT-C,N,3<@.#<V+C,S(@P-
M"E,-"C`@1PT*-*8S+C\$W(@W-BXS,R!M#0HT.34N,S,@.#<V+C,S(@P-"C0Y
M-2XS,R`X-S8N,S,@;0T*-*DU+C,S(@W-BXX,2!L#0I3#0HP+C4@1PT*-30P
M+CDS(@W-BXX,2!M#0HU,#@N-S<@.#<V+C@Q(&P-"C4P."XW-R`X-S8N.#\$@
M;0T*-3`X+C<W(@W-BXS,R!L#0I3#0HP(\$<-"C4P."XW-R`X-S8N,S,@;0T*
M-30P+CDS(@W-BXS,R!L#0HU-#`N.3,@.#<V+C,S(@T-"C4T,"XY,R`X-S8N
M.#\$@;`T*4PT*,"XU(\$<-"C4X-BXU,R`X-S8N.#\$@;0T*-34T+C,W(@W-BXX
M,2!L#0HU-30N,S<@.#<V+C@Q(&T-"C4U-"XS-R`X-S8N,S,@;`T*4PT*,"!
M#0HU-30N,S<@.#<V+C,S(@T-"C4X-BXU,R`X-S8N,S,@;`T*-3@E+C4S(@W
M-BXS,R!M#0HU.#8N-3,@.#<V+C@Q(&P-"E,-"D)4#0H01C,@,2!49@T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@,C4N-C4@.#8T+C4W(%1M#0HH1FEN86YC:6%L(\$1A
M=&\$@7"A);B!:-6QL#N<R@17AC97!T(%!E<B!3:&%R92!!;6]U;G1S7"DI
M5&H-"C`@+3\$N,S,S-2!41`T**\$90<B!4:&4@665A<BE4:@T*+T8R(#\$@5&8-
M"C`@+3\$N,C8R(%1\$#0HH3W!E<F%T:6YG(\$5A<FYI;F=S(%PH85PT*51J#0HQ
M+C(X-3@@+3\$N,S,S-2!41`T**\$]P97)A=&EN9R!2979E;G5E<R`M(%!R;V1U
M8W0@4V\$L97,@86YD(%-E<G9I8V5S*51J#0H01C,@,2!49@T*-#(N,3(S,2`P
M+C`T-S8@5\$0-"B@D,S`U+C<I5&H-"B] &,B`Q(%1F#0HT+C4R-#(e+3`N,#0W
M-B!41`T*6R@D-#0T+C\$I+3\$W-S0N,R@D,SDQ+C0I751*#0HM-#0N,#<U-B`M
M,2XS,S,U(%1\$#0HH+2!2;WEA;'1I97,@86YD(\$UA;F%G96UE;G0@1F5E<RE4
M:@T*+T8S(#\$@5&8-"COP+C4U,34@,"XP-#<V(%1\$#0HH-#@N-2E4:@T*+T8R
M(#\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;*#0Y+C<I+3(W-S0N-"@T-RXU
M*5U42@T*150-"C`N-2!`#0HT.3`N-S<@.#`W+C8Y(&T-"COV."XR,2`X,#<N
M-CD@;`T*-*8X+C(Q(@P-RXV.2!M#0HT-C@N,C\$@.#`W+C(Q(&P-"E,-"C`@
M1PT*-*8X+C(Q(@P-RXR,2!M#0HT.3`N-S<@.#`W+C(Q(&P-"C0Y,"XW-R`X
M,#<N,C\$@;0T*-*DP+C<W(@P-RXV.2!L#0I3#0HP+C4@1PT*-3,V+C,W(@P
M-RXV.2!M#0HU,3,N.#\$@.#`W+C8Y(&P-"C4Q,RXX,2`X,#<N-CD@;0T*-3\$S
M+C@Q(@P-RXR,2!L#0I3#0HP(\$<-"C4Q,RXX,2`X,#<N,C\$@;0T*-3,V+C,W
M(@P-RXR,2!L#0HU,S8N,S<@.#`W+C(Q(&T-"C4S-BXS-R`X,#<N-CD@;`T*
M4PT*,"XU(\$<-"C4X,2XY-R`X,#<N-CD@;0T*-34Y+COQ(@P-RXV.2!L#0HU
M-3DN-#\$@.#`W+C8Y(&T-"C4U.2XT,2`X,#<N,C\$@;`T*4PT*,"!`#0HU-3DN
M-#\$@.#`W+C(Q(&T-"C4X,2XY-R`X,#<N,C\$@;`T*-3@Q+CDW(@P-RXR,2!M
M#0HU.#\$N.3<@.#`W+C8Y(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`V
M-"XU,R`W.30N.3<@5&T-"B@M(%10=&L*51J#0H01C,@,2!49@T*-#`N,#4Q
M-"`P+C`T-S8@5\$0-"B@S-30N,BE4:@T*+T8R(#\$@5&8-"CON-3(T,B`M,"XP
M-#<V(%1\$#0I;*#0Y,RXX*2TR,C<T+C0H-#X+CDI751*#0HM-#<N,30W-"`M
M,2XS,S,U(%1\$#0HH0V)S="!09B!';V]D<R!3;VQD(&%N9)!/<&5R871I;F<@
M17AP96YS97,@86YD(%3)D<@17AP96YS97,I5&H-"B] &,R`Q(%1F#0HT,BXV
M,C,Q(#`N,#0W-B!41`T**#S-2XQ*51J#0H01C(@,2!49@T*-"XU,C0R("TP
M+C`T-S8@5\$0-"ELH-#\$V+C<I+3(R-S0N-"@S-S(N,"E=5\$H-"D54#0HP+C4@
M1PT*-*DP+C<W(#<W-RXV.2!M#0HT-C@N,C\$@-S<W+C8Y(&P-"COV."XR,2`W
M-S<N-CD@;0T*-*8X+C(Q(#<W-RXR,2!L#0I3#0HP(\$<-"COV."XR,2`W-S<N
M,C\$@;0T*-*DP+C<W(#<W-RXR,2!L#0HT.3`N-S<@-S<W+C(Q(&T-"C0Y,"XW
M-R`W-S<N-CD@;`T*4PT*,"XU(\$<-"C4S-BXS-R`W-S<N-CD@;0T*-3\$S+C@Q
M(#<W-RXV.2!L#0HU,3,N.#\$@-S<W+C8Y(&T-"C4Q,RXX,2`W-S<N,C\$@;`T*
M4PT*,"!`#0HU,3,N.#\$@-S<W+C(Q(&T-"C4S-BXS-R`W-S<N,C\$@;`T*-3,V
M+C,W(#<W-RXR,2!M#0HU,S8N,S<@-S<W+C8Y(&P-"E,-"C`N-2!`#0HU.#\$N
M.3<@-S<W+C8Y(&T-"C4U.2XT,2`W-S<N-CD@;`T*-34Y+COQ(#<W-RXV.2!M
M#0HU-3DN-#\$@-S<W+C(Q(&P-"E,-"C`@1PT*-34Y+COQ(#<W-RXR,2!M#0HU
M.#\$N.3<@-S<W+C(Q(&P-"C4X,2XY-R`W-S<N,C\$@;0T*-3@Q+CDW(#<W-RXV
M.2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S@N-C\$@-S8T+CDW(%1M
M#0HH3W!E<F%T:6YG(\$5A<FYI;F=S*51J#0H01C,@,2!49@T*-#N,3(S,B`P
M+C`T-S8@5\$0-"B@Q.2XQ*51J#0H01C(@,2!49@T*-"XU,C0R("TP+C`T-S8@
M5\$0-"ELH-S<N,2DM,C<W-"XT*#8V+CDI751*#0HM-#@N.3,S,B`M,2XS,S,U
M(%1\$#0HH3F5T(\$EN8V)M92!<*\$QO<W-<*2!<*&%*2E4:@T*+T8S(#\$@5&8-
M"COT+CDP.2`P+C`T-S8@5\$0-"B@T+C@I5&H-"B] &,B`Q(%1F#0HT+C`R-#(M
M+3`N,#0W-B!41`T*6R@U-RXT*2TR-S<T+C0H-30N.2E=5\$H-"BTT."XY,S,R
M("TQ+C(Q-#0@5\$0-"BA.970@26YC;VUE(%PH3&]S<UPI(%!E<B!#;VUM;VX@
M4VAA<F4@7"AA7"DI5&H-"C\$N,C@U."`M,2XS,S,U(%1\$#0HH0F%\$S:6,I5&H-
M"B] &,R`Q(%1F#0HT,RXV,C,R(#`N,#0W-B!41`T**XT,RE4:@T*+T8R(#\$@
M5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*#4N,3`I+3(W-S0N-"@T+C@P*5U42@T*+30X+CDS
M,S(@+3\$N,S,S-2!41`T**\$-A<V@1FQO=R!F<F]M(\$]P97)A=&EO;G,@0F5F
M;W)E(\$-H86YG97,@:6X@3W!E<F%T:6YG(\$%S<V5T<R!A;F0@3&EA8FEL:71I
M97,I5&H-"B] &,R`Q(%1F#0HT-"XT,#D@,"XP-#<V(%1\$#0HH,S4N-BE4:@T*
M+T8R(#\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;*#<U+C\$+3(W-S0N-"@W
M-"XS*5U42@T*+30X+CDS,S(@+3\$N,C\$T-"!41`T**\$I<W1R:6)U=&EO;G,@

M=&\@0VJM;6]N(%-H87)E:~]L9&5R<SHI5&H-"C\$N,C@U."`M,2XS,S,U(%1\$M#0HH4F5G=6QA<B!#87-H(\$1I=FED96YD<R`M(%!E<B!3:~&R92E4:@T*+T8SM(\$@5&8-"COS+C\$R,S(@,"XP-#<V(%1\$#0HH,2XU,"E4:@T*+T8R(\$@5&8-M"CON-3(T,B`M,"XP-#<V(%1\$#0I;*\$#N-#4I+3(W-S0N-"@Q+C,P*5U42@T*M+30S+C<V-C\$@+3\$N,S,S-2!41`T**"T@5&]T86PI5&H-"B]~&,R`Q(%1F#0HSM.2XR-#\$X(#`N,#0W-B!41`T**#\$V+C<I5&H-"B]~&,B`Q(%1F#0HT+C4R-#(@M+3`N,#0W-B!41`T*6R@Q-BXS*2TR-S<T+C0H,30N."E=5\$H-"BTT-RXV-#<T M("TQ+C(Q-#0@5\$0-"BA3<&5C:6\$L(\$1I=FED96YD<R`M(%!E<B!3:~&R92E4M:@T*,RXX.##\$("TQ+C(Q-#0@5\$0-"B@M(%1@=&%L*51J#0HM-2XQ-C<R("TQM+C,S,S4@5\$0-"BA297!U<F-H87-E<R!O9B!#;VUM;VX@4VAA<F5\$*51J#0HOM1C,@,2!49@T*-#0N-#`Y(#`N,#0W-B!41`T**#\$W+C(I5&H-"B]~&,B`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!41`T*6R@Q,2XU*2TS,C<T+C0H-"XY*5U42@T*M+T8S(\$@5&8-"BTT."XY,S,R("TQ+C(X-3@5\$0-"BA!=""!996%R+45N9"E4M:@T*+T8R(\$@5&8-"C`@+3\$N,S,S@Q,2!41`T**\$-A<V@86YD(\$UA<FME=&%BM;~&4@4V5C=7)I=&EE<RE4:@T*+T8S(\$@5&8-"C0T+COP.2`P+C`T-S8@5\$0-M"B@V-RXV*51J#0HO1C(@,2!49@T*-#XP,COR("TP+C`T-S8@5\$0-"ELH,3,P M+C,I+3(R-S0N-"@Q,34N.2E=5\$H-"BTT."XT,S,R("TQ+C,S,S4@5\$0-"BA4M;W1A;"!<W-E="I5&H-"B]~&,R`Q(%1F#0HT,RXY,#D@,"XP-#<V(%1\$#0HMM-C<Y+C<I5&H-"B]~&,B`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!41`T*6R@W,C,N M."DM,C(W-"XT*#8Y-"XS*5U42@T*+30X+C0S,S(@+3\$N,S,S-2!41`T**\$Q M;F<M5&5R;2!~8FQI9V%T:6]N<R!%9F9E8W1I=F5L>2!397)V:6-E9"!<*~<M*2E4:@T*+T8S(\$@5&8-"C0T+COP.2`P+C`T-S8@5\$0-"B@W-"XW*51J#0HOM1C(@,2!49@T*-#XU,COR("TP+C`T-S8@5\$0-"ELH-S4N-"DM,C<W-"XT*#<T M+CDI751*#0HO1C@,2!49@T*+30X+CDS,S(@+3\$N,S,S-2!41`T**%-H87)EM:~]L9&5R<UPR,C(@17%U:71Y*51J#0HO1C,@,2!49@T*-#N.3`Y(#`N,#0W M-B!41`T**#OP-RXS*51J#0HO1C@,2!49@T*-#XU,COR("TP+C`T-S8@5\$0-M"ELH-#W+C8I+3(R-S0N-"@T,#<N-"E=5\$H-"BTT."XT,S,R("TQ+C,S,S4@ M5\$0-"BA";V]K(%9A;~5E(%!E<B!#;VUM;VX@4VAA<F4I5&H-"B]~&,R`Q(%1F#0HT,RXY,#D@,"XP-#<V(%1\$#0HH,S@N,C<I5&H-"B]~&-"`Q(%1F#0HT+C4R M-#(@+3`N,#0W-B!41`T*6R@S.2XR-2DM,C(W-"XT*#V+C`R*5U42@T*+30X M+C0S,S(@+3\$N,S,S-2!41`T**\$UA<FME=""!686QU92!097(@0V]M;6]N(%-HM87)E*51J#0HO1C,@,2!49@T*-#N.3`Y(#`N,#0W-B!41`T**#Q+C\$S*51J M#0HO1C@,2!49@T*-#XU,COR("TP+C`T-S8@5\$0-"ELH-#`N,S\$I+3(R-S0N M-"@T-2XX,2E=5\$H-"D54#0HP+C4@1PT*~#DP+C<W(#4R-"XP,2!M#0HT-C@N M,C\$@-3(T+C`Q(&P-"C0V."XR,2`U,C,N-3,@;0T*~#DP+C<W(#4R,RXU,R!L M#0I3#0HP(\$<-"COV."XR,2`U,C,N-3,@;0T*~#DP+C<W(#4R,RXU,R!L#0HT M.3`N-S<@-3(S+C4S(&T-"C0Y,"XW-R`U,C,N,#\$@;`T*4PT*,"XU(\$<-"C4S M-BXS-R`U,C,N-3,@;0T*~3\$S+C@Q(#4R-"XP,2!L#0HU,3,N.##\$@-3(T+C`Q M(&T-"C4Q,RXX,2`U,C,N-3,@;`T*4PT*,"!`#0HU,3,N.##\$@-3(S+C4S(&T-M"C4S-BXS-R`U,C,N-3,@;`T*~3,V+C,W(#4R,RXU,R!M#0HU,S8N,S<@-3(T M+C`Q(&P-"E,-"C`N-2!`#0HU.##\$N.3<@-3(T+C`Q(&T-"C4U.2XT,2`U,C,N M,##\$@;`T*~34Y+COQ(#4R-"XP,2!M#0HU-3DN-#S@-3(S+C4S(&P-"E,-"C`@ M1PT*~34Y+COQ(#4R,RXU,R!M#0HU.##\$N.3<@-3(S+C4S(&P-"C4X,2XY-R`U M,C,N-3,@;0T*~3@Q+CDW(#4R-"XP,2!L#0I3#0I"5`T*+T8S(\$@5&8-"C\$P M+C`W.2`P(#`@,3`N,#<Y(#(U+C8U(#4Q,2XW-R!4;0T**\$ER;VX@3W)E(%!R M;V1U8W1I;VX@86YD(%-A;~&5S(%-T87I<W1I8W,@7"A-:6QL:C`N<R!O9B!` M<F]S<R!4;VYS7"DI5&H-"B]~&-"`Q(%1F#0HP("TQ+C(V,B!41`T**%R;V1U M8W1I;VX@1G)O;2!-:6YE<R!-86YA9V5D(\$)Y(\$-L:69F<SHI5&H-"C\$N,C@U M."`M,2XS,S,U(%1\$#0HH3F]R=&@06UE<FEC82E4:@T*+T8S(\$@5&8-"C0S M+C\$R,S(@,"XP-#<V(%1\$#0HH,S8N,BE4:@T*+T8T(\$@5&8-"CON-3(T,B`M M,"XP-#<V(%1\$#0I;*\$#OP+C,I+3(W-S0N-"@S.2XV*5U42@T*+30W+C8T-S0@ M+3\$N,C\$T-"!41`T**\$U<W1R86QI82E4:@T*150-"C`N-2!`#0HT.3`N-S<@ M-#8Y+C4S(&T-"C0V."XR,2`T-CDN-3,@;`T*~#8X+C(Q(#0V.2XU,R!M#0HT M-C@N,C\$@-#8Y+C`U(&P-"E,-"C`@1PT*~#8X+C(Q(#0V.2XP-2!M#0HT.3`N M-S<@-#8Y+C`U(&P-"C0Y,"XW-R`T-CDN,#4@;0T*~#DP+C<W(#0V.2XU,R!L M#0I3#0HP+C4@1PT*-3,V+C,W(#0V.2XU,R!M#0HU,3,N.##\$@-#8Y+C4S(&P-M"C4Q,RXX,2`T-CDN-3,@;0T*~3\$S+C@Q(#0V.2XP-2!L#0I3#0HP(\$<-"C4Q M,RXX,2`T-CDN,#4@;0T*~3,V+C,W(#0V.2XP-2!L#0HU,S8N,S<@-#8Y+C`U M(&T-"C4S-BXS-R`T-CDN-3,@;`T*4PT*,"XU(\$<-"C4X,2XY-R`T-CDN-3,@ M;0T*~34Y+COQ(#0V.2XU,R!L#0HU-3DN-#S@-#8Y+C4S(&T-"C4U.2XT,2`T M-CDN,#4@;`T*4PT*,"!`#0HU-3DN-#S@-#8Y+C`U(&T-"C4X,2XY-R`T-CDN M,#4@;`T*~3@Q+CDW(#0V.2XP-2!M#0HU.##\$N.3<@-#8Y+C4S(&P-"E,-"D)4 M#0HQ,"XP-SD@,"`P(##\$P+C`W.2`U,2XU-R`T-38N.##\$@5&T-"BA4;W1A;"E4 M:@T*+T8S(\$@5&8-"C0Q+C@S-S,@,"XP-#<V(%1\$#0HH,S8N,BE4:@T*+T8T M(\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;*\$#OP+C,I+3(W-S0N-"@S.2XV M*5U42@T*+30V+C,V,38@+3\$N,S,S-2!41`T**\$-L:69F<UPR,C(@4VAA<F4I M5&H-"B]~&,R`Q(%1F#0HT,BXS,S<T(#`N,#0W-B!41`T**#@N."E4:@T*+T8T M(\$@5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*\$#Q+C0I+3(W-S0N-"@Q,"XY M*5U42@T*+30X+CDS,S(@+3\$N,C\$T-"!41`T**\$-L:69F<UPR,C(@4V%L97,@ M1G)O;3HI5&H-"C\$N,C@U."`M,2XS,S,U(%1\$#0HH3F]R=&@06UE<FEC86X@ M36EN97,I5&H-"B]~&,R`Q(%1F#0HT,RXV,C,R(#`N,#0W-B!41`T**#@N.2E4 M:@T*+T8T(\$@5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*\$#R+C\$I+3(W-S0N M-"@Q,"XT*5U42@T*+30W+C8T-S0@+3\$N,C\$T-"!41`T**\$U<W1R86QI86X@ M36EN92E4:@T*-3,N,3<Q-R`P(%1\$#0HH+C,I5&H-"D54#0HP+C4@1PT*~#DP M+C<W(#0P,2XV,2!M#0HT-C@N,C\$@-#`Q+C8Q(&P-"COV."XR,2`T,##\$N-C\$@ M;0T*~#8X+C(Q(#0P,2XQ,R!L#0I3#0HP(\$<-"COV."XR,2`T,##\$N,3,@;0T* M-#DP+C<W(#0P,2XQ,R!L#0HT.3`N-S<@-#`Q+C\$S(&T-"C0Y,"XW-R`T,##\$N M-C\$@;`T*4PT*,"XU(\$<-"C4S-BXS-R`T,##\$N-C\$@;0T*~3\$S+C@Q(#0P,2XV M,2!L#0HU,3,N.##\$@-#`Q+C8Q(&T-"C4Q,RXX,2`T,##\$N,3,@;`T*4PT*,"!` M#0HU,3,N.##\$@-#`Q+C\$S(&T-"C4S-BXS-R`T,##\$N,3,@;`T*~3,V+C,W(#0P M,2XQ,R!M#0HU,S8N,S<@-#`Q+C8Q(&P-"E,-"C`N-2!`#0HU.##\$N.3<@-#`Q M+C8Q(&T-"C4U.2XT,2`T,##\$N-C\$@;`T*~34Y+COQ(#0P,2XV,2!M#0HU-3DN M-#S@-#`Q+C\$S(&P-"E,-"C`@1PT*~34Y+COQ(#0P,2XQ,R!M#0HU.##\$N.3<@ M-#`Q+C\$S(&P-"C4X,2XY-R`T,##\$N,3,@;0T*~3@Q+CDW(#0P,2XV,2!L#0I3 M#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-3\$N-3<@,S@X+C@Y(%1M#0HH5&]T

M86PI5&H-"Bj&,R`Q(%1F#0HT,BXS,S<T(#`N,#0W-B!41`T**#@N.2E4:@T*
M+T8T(#\$@5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*#SR+C\$I+3(W-S0N-"@Q
M,"XW*5U42@T*150-"C`N-2!`#0HT.3`N-S<@,S@U+C`U(&T-"C0V."XR,2`S
M.#4N,#4@;T*-#8X+C(Q(#,X-2XP-2!M#0HT-C@N,CS@,S@T+C4W(&P-"E,-
M`C`@1PT*-#8X+C(Q(#,X-"XU-R!M#0HT.3`N-S<@,S@T+C4W(&P-"C0Y,"XW
M-R`S.#0N-3<@;0T*-#DP+C@W(#,X-2XP-2!L#0I3#0HP+C4@1PT*-3,V+C,W
M(#,X-2XP-2!M#0HU,3,N.#\$@,S@U+C`U(&P-"C4Q,RXX,2`S.#4N,#4@;0T*
M-3\$S+C@Q(#,X-"XU-R!L#0I3#0HP(\$<-`C4Q,RXX,2`S.#0N-3<@;0T*-3,V
M+C,W(#,X-"XU-R!L#0HU,S8N,S<@,S@T+C4W(&T-"C4S-BXS-R`S.#4N,#4@
M;T*4PT*,"XU(\$<-`C4X,2XY-R`S.#4N,#4@;0T*-34Y+CQ(#,X-2XP-2!L
M#0HU-3DN-#\$@,S@U+C`U(&T-"C4U.2XT,2`S.#0N-3<@;T*4PT*,"!`#0HU
M-3DN-#\$@,S@T+C4W(&T-"C4X,2XY-R`S.#0N-3<@;T*-3@Q+CDW(#,X-"XU
M-R!M#0HU.#\$N.3<@,S@U+C`U(&P-"E,-`D)4#0HO1C,@,2!49@T*,3`N,#<Y
M(#`@,"`Q,"XP-SD@,C4N-C4@,S<R+C@Q(%1M#0HH3W1H97(@26YF;W)M871I
M;VXI5&H-"Bj&-"`Q(%1F#0HP("TQ+C,X,3\$@5\$0-"BA%87)N:6YG<R!"9690
M<F4@26YT97)E<WOL(%1A>&5S+"!\$97!R96-I871I;VX@86YD(\$%M;W)T:7IA
M=&EO;B!<*\$5"251\$05PI(%PH9%PI*51J#0HO1C,@,2!49@T*-#0N-#`Y(#`N
M,#0W-B!41`T**#(W+C8I5&H-"Bj&-"`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!4
M1`T*6R@X-RXQ*2TR-S<T+C0H.#<N."E=5\$H-"BTT."XY,S,R("TQ+C,S,S4@
M5\$0-"BA%87)N:6YG<R!"9690<F4@26YT97)E<W0@86YD(%1A>&5S(%PH14)
M5%PI(%PH9%PI*51J#0HO1C,@,2!49@T*-#0N.3`Y(#`N,#0W-B!41`T**#4N
M,2E4:@T*+T8T(#\$@5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*#8V+C@I+3(W
M-S0N-"@V."XY*5U42@T*+30X+CDS,S(@+3\$N,S,S-2!41`T**\$-O;6UO;B!3
M:&%R97,@3W5T<W1A;F1I;F<@7"A-:6QL:6]N<UPI("T@079E<F%G92!&;W(@
M665A<BE4:@T*+T8S(#\$@5&8-"C0T+C0P.2`P+C`T-S8@5\$0-"B@Q,2XQ*51J
M#0HO1C0@,2!49@T*-`XU,C0R("TP+C`T-S8@5\$0-"ELH,3\$N,RDM,C<W-"XT
M*#\$Q+C0I751*#0HM-#N-S8V,2`M,2XS,S,U(%1\$#0HH+2!=="!996%R+45N
M9"E4:@T*+T8S(#\$@5&8-"C,Y+C(T,3@@"XP-#<V(%1\$#0HH,3`N-BE4:@T*
M+T8T(#\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;*#\$Q+C(I+3(W-S0N-"@Q
M,2XS*5U42@T*+30X+CDS,S(@+3\$N,S,S-2!41`T**\$-O;6UO;B!3:&%R97,@
M4`)I8V4@4F%N9V4@+2!(:6=H*51J#0HO1C,@,2!49@T*-#N-#`X.2`P+C`T
M-S8@5\$0-"B@D-#N-38I5&H-"Bj&-"`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!4
M1`T*6R@D-3<N-CDI+3\$W-S0N,R@D-#<N,3,I751*#0HM-#(N-S8V("TQ+C,S
M,S4@5\$0-"BEM(\$QO=RE4:@T*+T8S(#\$@5&8-"C,X+C(T,3@@"XP-#<V(%1\$
M#0HH,C8N.#\$I5&H-"Bj&-"`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!41`T*6R@S
M-BXP-BDM,C(W-"XT*#0P+C`P*5U42@T*+30X+C0S,S(@+3\$N,S,S-2!41`T*
M*\$5M<QO>65E<R!A="!996%R+45N9"!<*&5<*2E4:@T*+T8S(#\$@5&8-"C0S
M+CDP.2`P+C`T-S8@5\$0-"B@U+HD-T-RE4:@T*+T8T(#\$@5&8-"CON-3(T,B`M
M,"XP-#<V(%1\$#0I;*#8L,#(Y*2TR,C<T+C0H-2PY-3\$I751*#0HO1C(@,2!4
M9@T*,3(@,"`P(#\$R(#(U+C8U(#(U,2XQ,R!4;0T**%PH85PI(%)E<W5L=",@
M:6YC;'5D92!A;B!A9G1E<BUT87@08W)E9&ET(&]F("OS+C4@;6EL;&EO;B!<
M**0N,\$S@<&5R(&1I;'5T960@<VAA<F5<*2!I;B`Q.3DX+"!A9G1E<BUT87@<
M8W)E9&ET<R!09B`I5&H-"C`@+3\$N,3(@5\$0-"B@D."XX(&UI;&QI;VX@7"@D
M+C<W('!E<B1D:6QU=&5D('H87)E7"D@:6X@,3DY-RP@;F5T(&-O;G1R:6)U
M=&EO;G,@9G)O;2!N;VXM<F5C=7)R:6YG(&ET96US(&%N9"!E>'1R86]R9&EN
M87)Y(&-H87)G92`I5&H-"E0J#0HH;V8@)#(N-"!M:6QL:6]N(%PH)"XR,"!P
M97(@9&EL=71E9"!S:&%R95PI(&EN(#\$Y.34L(')E8V]V97)I97,@;VX@8F%N
M:W)U<'1C>2!C;&%I;7,@;V8@)#(S+C(@;6EL;&EO;B!<*`OQ+CDR('!E<B!D
M:6QU=&5D("E4:@T*5"H-"BAS:&%R95PI(&%N9)`D-#<N,2!M:6QL:6]N(%PH
M)#0N,#<@<&5R(&1I;'5T960@<VAA<F5<*2!I;B`Q.3DS(&%N9)`Q.3DP+"!R
M97-P96-T:79E;'DL(&%N9"!A("OS."XW(&UI;&QI;VX@7"@D,RXR,R!P97(@
M*51J#0I4*@T**&1I;'5T960@<VAA<F5<*2!A9G1E<BUT87@08VAA<F=E(&9O
M<B!A8V-O=6YT:6YG(&-H86YG97,@:6X@,3DY,BX@3W!E<F%T:6YG(')E<W5L
M=",@<F5F;&5C="!T:&4@86-Q=6ES:71I;VX@;V8@*51J#0I4*@T**\$YO<G1H
M<VAO<F4@36EN:6YG(\$-O;7!A;GD@:6X@=&AE(&9O=7)T:"!Q=6%R=&5R(&]F
M(#\$Y.30N(%)E<'!E<V5N=",@<F5V96YU97,@86YD(&EN8V]M92!F<F]M(&-O
M;G1I;G5I;F<@*51J#0I4*@T**&]P97)A=&EO;G,@9F]R(#\$Y.#DN("E4:@T*
M,C(N.#@+3(N,R!41`T**#4W("E4:@T*150-"F5N9"-T<F5A;0T*96YD;V)J
M#OHS(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E>'0@70T*+T9O;G0@
M/#P-"Bj&,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@-B`P(("-CX^#0HO17AT
M1U-T871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*/CX-"F5N9&]B:@T*,3`@,"!O
M8FH-"CP\#0HO3&5N9W1H(#\$Q,3<T#0H^/@T*W1R96%M#0I"5`T*+T8R(#\$@
M5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*
M,"!48PT*,"!4=PT**`@("@"@("@"@("@"@("E4:@T*,"M,2XQ,B!4
M1`T*,"XX-2!48PT*6R@*3(P*`I,C`H("DR,"@("DM,CDY,C`H("I-C@P
M**`I+3@P,"@*3<R,"@@"(DV.#`H("DM.#`P*`I-S(P*`@*38X,"@*2TX
M,#`H("E=5\$H-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0V.2XQ-R`Y,S4N.#4@5&T-
M`C`@5&,"-ELH,3DY-BDM,C4R-"XT*#\$Y.34I+3(U,C0N-"@Q.3DT*5U42@T*
M150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@#0HT
M.34N,S,@.3,R+C,R+C@T-"C0V,RXQ-R`Y,S(N,#\$@;T*-#8S+C\$W(#DS,BXP
M,2!M#0HT-C,N,3<@.3,Q+C4S(&P-"E,-"C`@1PT*-#8S+C\$W(#DS,2XU,R!M
M#0HT.34N,S,@.3,Q+C4S(&P-"C0Y-2XS,R`Y,S\$N-3,@;0T*-#DU+C,S(#DS
M,BXP,2!L#0I3#0HP+C4@1PT*-30P+CDS(#DS,BXP,2!M#0HU,#@N-S<@.3,R
M+C`Q(&P-"C4P."XW-R`Y,S\$N-3,@;0T*-30P+CDS(#DS,2XU,R!L#0HU-#`N.3,@
M.3,Q+C4S(&T-"C4T,"XY,R`Y,S(N,#\$@;T*4PT*,"XU(\$<-`C4X-BXU,R`Y
M,S(N,#\$@;0T*-34T+C,W(#DS,BXP,2!L#0HU-30N,S<@.3,R+C`Q(&T-"C4U
M-"XS-R`Y,S\$N-3,@;T*4PT*,"!`#0HU-30N,S<@.3,Q+C4S(&T-"C4X-BXU
M,R`Y,S\$N-3,@;T*-3@V+C4S(#DS,2XU,R!M#0HU.#8N-3,@.3,R+C`Q(&P-
M"E,-`D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,C4N-C4@.3\$Y
M+C<W(%1M#0HH1FEN86YC:6\$L(\$1A=&\$@7"A);B!-:6QL:6]N<RP@17AC97!T
M!%E<B!3:c&%R92!;!6]U;G1S7"DI5&H-"C`@+3\$N,S,S-2!41`T**\$90<B!4
M:&4@665A<BE4:@T*+T8R(#\$@5&8-"C`@+3\$N,C8R(%1\$#0HH3W!E<F%T:6YG
M(\$5A<FYI;F=S(%PH85PI*51J#0HQ+C(X-3@+3\$N,CST-"!41`T*6RA/<&5R
M871I;F<@4F5V96YU97,@+2!0<F]D=6-T(%-A;&5S(&%N9"!397)V:6-E<RDM

M,C(S-3`N."@D-#4Q+C+I+3\$W-S0N,R@D-#\$Q+C(I+3\$W-S0N,R@D,S,T+C@I
M751*#0HR+C4W,3<@+3\$N,C\$T-"!41`T*6R@M(%)O>6%L=&EE<R!A;F0@36%N
M86=E;65N="!&965S*2TR-CDT,RXW*#4Q+C4I+3(W-S0N,R@T.2XU*2TR-S<T
M+C0H-#0N-RE=5\$H-"D54#0HP+C4@1PT*~#DP+C<W(#@V-2XR.2!M#0HT-C@N
M,C\$@.#8U+C(Y(&P-"C0V."XR,2`X-C4N,CD@;0T*~#8X+C(Q(#@V-"XX,2!L
M#0I3#0HP(\$<-"COV."XR,2`X-C0N.#\$@;0T*~#DP+C<W(#@V-"XX,2!L#0HT
M.3`N-S<@.#8T+C@Q(&T-"C0Y,"XW-R`X-C4N,CD@;`T*4PT*,"XU(\$<-"C4S
M-BXS-R`X-C4N,CD@;0T*~3\$S+C@Q(#@V-2XR.2!L#0HU,3,N.#\$@.#8U+C(Y
M(&T-"C4Q,RXX,2`X-C0N.#\$@;`T*4PT*,"!`#0HU,3,N.#\$@.#8T+C@Q(&T-
M"C4S-BXS-R`X-C0N.#\$@;`T*~3,V+C,W(#@V-"XX,2!M#0HU,S8N,S<@.#8U
M+C(Y(&P-"E,-"C`N-2!`#0HU.#\$N.3<@.#8U+C(Y(&T-"C4U.2XT,2`X-C4N
M,CD@;`T*~34Y+C0Q(#@V-2XR.2!M#0HU-3DN-#\$@.#8T+C@Q(&P-"E,-"C`
M1PT*~34Y+C0Q(#@V-"XX,2!M#0HU.#\$N.3<@.#8T+C@Q(&P-"C4X,2XY-R`X
M-C0N.#\$@;0T*~3@Q+CDW(#@V-2XR.2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@-CON-3,@.#4S+C<W(%1M#0HH+2!4;W1A;"E4:@T*~#`N,#4Q-"`P
M(%1\$#0I;*#4P,RXR*2TR,C<T+C0H-#8P+C<I+3(R-S0N-"@S-SDN-2E=5\$H-
M"BIT,BXV,C,Q("TQ+C(Q-#0@5\$0-"ELH0V]S="!09B!';V]D<R!3;VQD(&%N
M9"!/<&5R871I;F<@17AP96YS97,@86YD(\$%3)D<@17AP96YS97,I+3\$V,#0T
M+C4H-#`Y+C8I+3(R-S0N-"@S-S\$N-2DM,C(W-"XT*#Q,2XX*5U42@T*150-
M"C`N-2!`#0HT.3`N-S<@.#,W+C8Y(&T-"COV."XR,2`X,S<N-CD@;`T*~#8X
M+C(Q(#@S-RXV.2!M#0HT-C@N,C\$@.#,W+C(Q(&P-"E,-"C`@1PT*~#8X+C(Q
M(#@S-RXR,2!M#0HT.3`N-S<@.#,W+C(Q(&P-"COY,"XW-R`X,S<N,C\$@;0T*
M-#DP+C<W(#@S-RXV.2!L#0I3#0HP+C4@1PT*~3,V+C,W(#@S-RXV.2!M#0HU
M,3,N.#\$@.#,W+C8Y(&P-"C4Q,RXX,2`X,S<N-CD@;0T*~3\$S+C@Q(#@S-RXR
M,2!L#0I3#0HP(\$<-"C4Q,RXX,2`X,S<N,C\$@;0T*~3,V+C,W(#@S-RXR,2!L
M#0HU,S8N,S<@.#,W+C(Q(&T-"C4S-BXS-R`X,S<N-CD@;`T*4PT*,"XU(\$<-
M"C4X,2XY-R`X,S<N-CD@;0T*~34Y+C0Q(#@S-RXV.2!L#0HU-3DN-#\$@.#,W
M+C8Y(&T-"C4U.2XT,2`X,S<N,C\$@;`T*4PT*,"!`#0HU-3DN-#\$@.#,W+C(Q
M(&T-"C4X,2XY-R`X,S<N,C\$@;`T*~3@Q+CDW(#@S-RXR,2!M#0HU.#\$N.3<@
M.#,W+C8Y(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S."XV,2`X,C8N
M,3<@5&T-"BA/<&5R871I;F<@16%R;FEN9W,I5&H-"COS+C\$R,S(@,"!41`T*
M6R@Y,RXV*2TR-S<T+C,H.#DN,BDM,C<W-"XT*#8S+C<I751*#0HM-#0N-#`Y
M("TQ+C(Q-#0@5\$0-"BA.970@26YC;VUE(%PH3&]S<UPI(%PH85PT*51J#0HT
M-"XT,#D@,"!41`T*6R@V,2XP*2TR-S<T+C,H-3<N."DM,C<W-"XT*#0R+C@I
M751*#0HM-#0N-#`Y("TQ+C(Q-#0@5\$0-"BA.970@26YC;VUE(%PH3&]S<UPI
M(%!E<B!#;VUM;VX@4VAA<F4@7"AA7"DI5&H-"C\$N,C@U."`M,2XR,30T(%1\$
M#0HH0F\$S:6,I5&H-"COS+C\$R,S(@,"!41`T*6R@U+C(V*2TR-S<T+C,H-"XX
M-"DM,C<W-"XT*#N-30I751*#0HM-#N,3(S,B`M,2XR,30T(%1\$#0HH1&EL
M=71E9"E4:@T*~#N,3(S,B`P(%1\$#0I;*#4N,C,I+3(W-S0N,R@T+C@R*2TR
M-S<T+C0H,RXU,RE=5\$H-"BIT-"XT,#D@+3\$N,C\$T-"!41`T*6RA#87-H(\$9L
M;W<@9G)O;2!/<&5R871I;VYS(\$E9F]R92!#:&%N9V5S(&EN(\$]P97)A=&EN
M9R!<W-E="!,@86YD(\$QI86)I;&ET:65S*2TQ,COW,"XY*#@Y+C8I+3(W-S0N
M,R@X-"XW*2TR-S<T+C0H-30N-2E=5\$H-"E0J#0HH1&ES=")I8G5T:6]N<R!T
M;R!#;VUM;VX@4VAA<F5H;VQD97)S.BE4:@T*,2XR.#4X("TQ+C(Q-#0@5\$0-
M"ELH4F5G=6QA<B!#87-H(\$1I=FED96YD<R`M(%!E<B!3:&%R92DM,C@V-30N
M-"@Q+C,P*2TR-S<T+C,H,2XS,"DM,C<W-"XT*#N,C,I751*#0HS+C@X,3,@
M+3\$N,C\$T-"!41`T*~#T@5&]T86PI5&H-"C,Y+C(T,3@@"!41`T*6R@Q-2XQ
M*2TR-S<T+C,H,34N-2DM,C<W-"XT*#T+C@I751*#0HM-#N,3(S,B`M,2XR
M,30T(%1\$#0HH4W!E8VEA;"!\$:79I9&5N9',@+2!097(@4VAA<F4I5&H-"C,N
M.#@Q,R`M,2XR,30T(%1\$#0HH+2!4;W1A;"E4:@T*+34N,38W,B`M,2XR,30T
M(%1\$#0I;*%)E<'5R8VAA<V5S(&]F(\$-O;6UO;B!3:&%R97,I+3,Q,S@T+C\$H
M,3DN-2DM,C<W-"XS*#\$P+C@I751*#0HO1C,@,2!49@T*,"`M,2XR.#4X(%1\$
M#0HH070@665A<BU%;FOI5&H-"B]@,B`Q(%1F#0HP("TQ+C(V,B!41`T*6RA#
M87-H(&%N9"!-87)K971A8FQE(%-E8W5R:71I97,I+3,Q,C\$X+C\$H,38Y+C0I
M+3(R-S0N-"@Q-#@N."DM,C(W-"XT*#T,2XT*5U42@T*,"`M,2XR,30T(%1\$
M#0HH5&]T86P@07-S971S*51J#0HT,RXY,#D@,"!41`T*6R@V-S,N-RDM,C(W
M-"XT*#8T-"XV*2TR,C<T+C0H-C`X+C8I751*#0HM-#N,3`Y("TQ+C(Q-#0@
M5\$0-"ELH3&]N9RU47)M(\$]B;&EG871I;VYS(\$F9F5C=&EV96QY(%-E<G9I
M8V5D(%PH8UPI*2TR-3`X,2XW*#<R+CDI+3(W-S0N,R@W-BXS*2TR-S<T+C0H
M.#0N,BE=5\$H-"B]@-"Q(%1F#0I4@T*~#-H87)E:~]L9&5R<UPR,C(@17`T
M:71Y*51J#0HT,RXY,#D@,"!41`T*6R@S-S`N-BDM,C(W-"XT*#T,BXV*2TR
M,C<T+C0H,\$\$Q+C@I751*#0HM-#N,3`Y("TQ+C(Q-#0@5\$0-"ELH0F)O:R!6
M86QU92!097(@0V]M;6]N(%-H87)E*2TS,3`R,BXQ*#R,C4Y*2TR,C<T+C0H
M,C@N.38I+3(R-S0N-"@R-2XW-"E=5\$H-"E0J#0I;*\$UA<FME="!686QU92!0
M97(@0V]M;6]N(%-H87)E*2TS,#P,2XQ*#0U+C,X*2TR,C<T+C0H-#\$N,#`I
M+3(R-S0N-"@S-RXP,"E=5\$H-"D54#0HP+C4@1PT*~#DP+C<W(#8P,"XX,2!M
M#0HT-C@N,C\$@-C`P+C@Q(&P-"COV."XR,2`V,#`N.#\$@;0T*~#8X+C(Q(#8P
M,"XS,R!L#0I3#0HP(\$<-"COV."XR,2`V,#`N,S,@;0T*~#DP+C<W(#8P,"XS
M,R!L#0HT.3`N-S<@-C`P+C,S(&T-"COY,"XW-R`V,#`N.#\$@;`T*4PT*,"XU
M(\$<-"C4S-BXS-R`V,#`N.#\$@;0T*~3\$S+C@Q(#8P,"XX,2!L#0HU,3,N.#\$@
M-C`P+C@Q(&T-"C4Q,RXX,2`V,#`N,S,@;`T*4PT*,"!`#0HU,3,N.#\$@-C`P
M+C,S(&T-"C4S-BXS-R`V,#`N,S,@;`T*~3,V+C,W(#8P,"XS,R!M#0HU,S8N
M,S<@-C`P+C@Q(&P-"E,-"C`N-2!`#0HU.#\$N.3<@-C`P+C@Q(&T-"C4U.2XT
M,2`V,#`N.#\$@;`T*~34Y+C0Q(#8P,"XX,2!M#0HU-3DN-#\$@-C`P+C,
M"ME,-"C`@1PT*~34Y+C0Q(#8P,"XS,R!M#0HU.#\$N.3<@-C`P+C,S(&P-"C4X
M,2XY-R`V,#`N,S,@;0T*~3@Q+CDW(#8P,"XX,2!L#0I3#0I"5`T*+T8S(#\$@
M5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#(U+C8U(#4X."XU-R!4;0T*~\$R;VX@
M3W)E(%!R;V1U8W1I;VX@86YD(%-A;5S(%-T871I<W1I8W,@7"A-:6QL:6]N
M<R!09B!<F]S<R!4;VYS7"DI5&H-"B]@-"Q(%1F#0HP("TQ+C(V,B!41`T*
M*%R;V1U8W1I;VX@1G)O;2!-:6YE<R!-86YA9V5D(\$)Y(\$-L:69F<SHI5&H-
M"C\$N,C@U."`M,2XR,30T(%1\$#0HH3F]R=&@06UE<FEC82E4:@T*~#N,3(S
M,B`P(%1\$#0I;*#Y+C@I+3(W-S0N,R@S.2XV*2TR-S<T+C0H,S4N,BE=5\$H-
M"BIT,RXQ,C,R("TQ+C(Q-#0@5\$0-"BA!=-7-T<F%L:6\$15&H-"COS+C8R,S(@
M,"!41`T*6R@Q+C8I+3,R-S0N,R@Q+C4I+3,R-S0N,R@Q+C4I751*#0I%5`T*
M,"XU(\$<-"COY,"XW-R`U-#<N-3,@;0T*~#8X+C(Q(#4T-RXU,R!L#0HT-C@N

M,C\$@-30W+C4S (&T-"COV."XR,2`U-#<N,#4@;`T*4PT*,"!`#0HT-C@N,C\$@
M-30W+C`U (&T-"COY,"XW-R`U-#<N,#4@;`T*--#DP+C<W (#4T-RXP-2!M#0HT
M.3`N-S<@-30W+C4S (&P-"E,-"C`N-2!`#0HU,S8N,S<@-30W+C4S (&T-"C4Q
M,RXX,2`U-#<N-3,@;`T*-3\$S+C@Q (#4T-RXU,R!M#0HU,3,N.#\$@-30W+C`U
M (&P-"E,-"C`@1PT*-3\$S+C@Q (#4T-RXP-2!M#0HU,S8N,S<@-30W+C`U (&P-
M"C4S-BXS-R`U-#<N,#4@;0T*-3,V+C,W (#4T-RXU,R!L#0I3#0HP+C4@1PT*
M-3@Q+CDW (#4T-RXU,R!M#0HU-3DN-#\$@-30W+C4S (&P-"C4U.2XT,2`U-#<N
M-3,@;0T*-34Y+COQ (#4T-RXP-2!L#0I3#0HP (\$<-"C4U.2XT,2`U-#<N,#4@
M;0T*-3@Q+CDW (#4T-RXP-2!L#0HU.#\$N.3<@-30W+C`U (&T-"C4X,2XY-R`U
M-#<N-3,@;`T*4PT*0E0-"C\$P+C`W.2`P (#`@,3`N,#<Y (#4Q+C4W (#4S-BXP
M,2!4;0T**%10=&%L*51J#0HT,2XX,S<S (#`@5\$0-"ELH-#N-2DM,C<W-"XS
M*#0Q+C\$1+3 (W-S0N-"@S-BXW*5U42@T*+30Q+C@S-S,@+3\$N,C\$T-"!41`T*
M*\$-L:69F<UPR,C (@4VAA<F4I5&H-"COQ+C@S-S,@,"!41`T*6R@Q,BXP*2TR
M-S<T+C,H,3\$N,RDM,S (W-"XT*#@N,RE=5\$H-"BTT-"XT,#D@+3\$N,C\$T-"!4
M1`T**\$-L:69F<UPR,C (@4V%L97,@1G)O;3HI5&H-"C\$N,C@U."`M,2XR,30T
M (%1\$#0HH3F]R=&@06UE<FEC86X@36EN97,I5&H-"COS+C\$R,S (@,"!41`T*
M6R@Q,2XP*2TR-S<T+C,H,3`N-"DM,S (W-"XT*#@N,BE=5\$H-"BTT,RXQ,C,R
M ("TQ+C (Q-#0@5\$0-"BA!=7-T<F%L:6\$N (\$UI;F4I5&H-"COS+C8R,S (@,"!4
M1`T*6R@Q+C<I+3,R-S0N,R@Q+C4I+3,R-S0N,R@Q+C4I751*#0I%5`T*,"XU
M (\$<-"COY,"XW-R`T.#,N,C\$@;0T*-#8X+C (Q (#0X,RXR,2!L#0HT-C@N,C\$@
M-#@S+C (Q (&T-"COV."XR,2`T.# (N-S,@;`T*4PT*,"!`#0HT-C@N,C\$@-#@
M+C<S (&T-"COY,"XW-R`T.# (N-S,@;`T*--#DP+C<W (#0X,BXW,R!M#0HT.3`N
M-S<@-#@S+C (Q (&P-"E,-"C`N-2!`#0HU,S8N,S<@-#@S+C (Q (&T-"C4Q,RXX
M,2`T.#,N,C\$@;`T*-3\$S+C@Q (#0X,RXR,2!M#0HU,3,N.#\$@-#@R+C<S (&P-
M"E,-"C`@1PT*-3\$S+C@Q (#0X,BXW,R!M#0HU,S8N,S<@-#@R+C<S (&P-"C4S
M-BXS-R`T.# (N-S,@;0T*-3,V+C,W (#0X,RXR,2!L#0I3#0HP+C4@1PT*-3@Q
M+CDW (#0X,RXR,2!M#0HU-3DN-#\$@-#@S+C (Q (&P-"C4U.2XT,2`T.#,N,C\$@
M;0T*-34Y+COQ (#0X,BXW,R!L#0I3#0HP (\$<-"C4U.2XT,2`T.# (N-S,@;0T*
M-3@Q+CDW (#0X,BXW,R!L#0HU.#\$N.3<@-#@R+C<S (&T-"C4X,2XY-R`T.#,N
M,C\$@;`T*4PT*0E0-"C\$P+C`W.2`P (#`@,3`N,#<Y (#4Q+C4W (#0W,2XV.2!4
M;0T**%10=&%L*51J#0HT,2XX,S<S (#`@5\$0-"ELH,3 (N-RDM,C<W-"XS*#\$Q
M+CDI+3,R-S0N-"@Y+C<I751*#0I%5`T*,"XU (\$<-"COY,"XW-R`T-C<N.#4@
M;0T*-#8X+C (Q (#0V-RXX-2!L#0HT-C@N,C\$@-#8W+C@U (&T-"COV."XR,2`T
M-C<N,S<@;`T*4PT*,"!`#0HT-C@N,C\$@-#8W+C,W (&T-"COY,"XW-R`T-C<N
M,S<@;`T*--#DP+C<W (#0V-RXS-R!M#0HT.3`N-S<@-#8W+C@U (&P-"E,-"C`N
M-2!`#0HU,S8N,S<@-#8W+C@U (&T-"C4Q,RXX,2`T-C<N.#4@;`T*-3\$S+C@Q
M (#0V-RXX-2!M#0HU,3,N.#\$@-#8W+C,W (&P-"E,-"C`@1PT*-3\$S+C@Q (#0V
M-RXS-R!M#0HU,S8N,S<@-#8W+C,W (&P-"C4S-BXS-R`T-C<N,S<@;0T*-3,V
M+C,W (#0V-RXX-2!L#0I3#0HP+C4@1PT*-3@Q+CDW (#0V-RXX-2!M#0HU-3DN
M-#\$@-#8W+C@U (&P-"C4U.2XT,2`T-C<N.#4@;0T*-34Y+COQ (#0V-RXS-R!L
M#0I3#0HP (\$<-"C4U.2XT,2`T-C<N,S<@;0T*-3@Q+CDW (#0V-RXS-R!L#0HU
M.#\$N.3<@-#8W+C,W (&T-"C4X,2XY-R`T-C<N.#4@;`T*4PT*0E0-"B] & R`Q
M (%1F#0HQ,"XP-SD@,"`P (#\$P+C`W.2`R-2XV-2`T-34N-C\$@5&T-"BA/= &AE
M<B!) ;F90<FUA=&EO;BE4:@T*+T8T (#\$@5&8-"C`@+3\$N,C8R (%1\$#0I;*\$5A
M<FYI;F=S (\$E9F]R92!);G1E<F5S="P@5&%X97,L (\$1E<')E8VEA=&EO;B!A
M;F0@06U@G1I>F%T:6]N (&T-"PH14))5\$1!7"D@7"AD7"DI+3\$R,S`X<C@H,3`X
M+C (I+3 (W-S0N-"@X-2XV*2TR-S<T+C0H-S`N-BE=5\$H-"C`@+3\$N,C\$T-"!4
M1`T*6RA%87)N:6YG<R!"9690<F4@26YT97)E<W0@86YD (%1A)>5S (%PH14))
M5\$PI (%PH9%PI*2TR-3<T.2XW*#DP+C8I+3 (W-S0N,R@V."XX*2TR-S<T+C0H
M-38N,BE=5\$H-"E0J#0I;*\$-O;6UO;B!3:&%R97,@3W5T<W1A;F1I;F<@7"A-
M:6QL:6]N<UPI ("T@079E<F%G92!&;W (@665A<BDM,C`R-S4N,B@Q,2XV*2TR
M-S<T+C,H,3\$N.2DM,C<W-"XT*#\$R+C\$1751*#0HU+C\$V-S (@+3\$N,C\$T-"!4
M1`T**"T@070@665A<BU%;F0I5&H-"C,Y+C (T,3@@,"!41`T*6R@Q,2XT*2TR
M-S<T+C,H,3\$N."DM,C<W-"XT*#\$R+C\$1751*#0HM-#0N-#`Y ("TQ+C (Q-#0@5\$0-
M5\$0-"ELH0V]M;6]N (%-H87)E<R!0<FEC92!286YG92`M (\$AI9V@I+3 (X.# (X
M+C (H) #0V+C@X*2TQ-S<T+C,H) #0V+C<U*2TQ-S<T+C,H) #0U+C4P*5U42@T*
M-2XQ<C<R ("TQ+C (Q-#0@5\$0-"B@M (\$QO=RE4:@T*,S@N-SOQ."`P (%1\$#0I;
M*#;V+C (U*2TR,C<T+C0H,S8N,3,I+3 (R-S0N-"@S-"XP,"E=5\$H-"BTT,RXY
M,#D@+3\$N,C\$T-"!41`T**\$5M<@QO>65E<R!A="!996%R+45N9"!<*&5<*2E4
M:@T*-,N.3`Y (#`@5\$0-"ELH-BPR-3\$I+3 (R-S0N-"@V+@Q,2DM,C (W-"XT
M*#8L-3`T*5U42@T*+T8R (#\$@5&8-"C\$R (#`@,"`Q,B`R-2XV-2`S-38N-#D@
M5&T-"C`N.#\$@5&,-"ELH ("`@ ("`I+3 (Y.3 (P*-"@*38T,"@@*2TX-#`H ("DX
M,"@@*3 (X,"@@*38T,"@@*2TX-#`H ("DW,C`H ("DM,C`H ("DV-#`H ("DM.#0P
M*`I751*#0HO1C0@,2!49@T*,3`N,#<Y (#`@,"`Q,"XP-SD@-#<P+C8Q (#,T
M-"XW,R!4;0T*,"!48PT*6R@Q.3DS*2TR-#<V+C<H,3DY,BDM,C0U,BXY*#\$Y
M.3\$I751*#0I%5`T*,"XU (\$<-"C4P,"XS-R`S-#`N.#D@;0T*-#8Q+C`Q (#,T
M,"XX.2!L#0HT-C\$N,#\$@,S0P+C@Y (&T-"COV,2XP,2`S-#`N-#\$@;`T*4PT*
M,"!`#0HT-C\$N,#\$@,S0P+C0Q (&T-"C4P,"XS-R`S-#`N-#\$@;`T*-3`P+C,W
M (#,T,"XT,2!M#0HU,#`N,S<@,S0P+C@Y (&P-"E,-"C`N-2!`#0HU-#N-C4@
M,S0P+C@Y (&T-"C4P.2XY-R`S-#`N.#D@;`T*-3`Y+CDW (#,T,"XX.2!M#0HU
M,#DN.3<@,S0P+C0Q (&P-"E,-"C`@1PT*-3`Y+CDW (#,T,"XT,2!M#0HU-#N
M-C4@,S0P+C0Q (&P-"C4T,2XV-2`S-#`N-#\$@;0T*-30Q+C8U (#,T,"XX.2!L
M#0I3#0HP+C4@1PT*-3@V+C4S (#,T,"XX.2!M#0HU-30N.#4@,S0P+C@Y (&P-
M"C4U-"XX-2`S-#`N.#D@;0T*-34T+C@U (#,T,"XT,2!L#0I3#0HP (\$<-"C4U
M-"XX-2`S-#`N-#\$@;0T*-3@V+C4S (#,T,"XT,2!L#0HU.#8N-3,@,S0P+C0Q
M (&T-"C4X-BXU,R`S-#`N.#D@;`T*4PT*0E0-"B] & R`Q (%1F#0HQ,"XP-SD@
M,"`P (#\$P+C`W.2`R-2XV-2`S,C@N-C4@5&T-"BA&:6YA;F-I86P@1&%T82!<
M*\$EN (\$UI;&QI;VY+S!"!%>&-E<`0@4&5R (%-H87)E (\$%M;W5N="<*2E4<@T*
M,"`M,2XS,S,U (%1\$#0HH1F]R (%1H92!996%R*51J#0HO1C0@,2!49@T*,"`M
M,2XR-C (@5\$0-"BA/<@5R871I;F<@16%R;FEN9W,@7"AA7"DI5&H-"C\$N,C8R
M ("TQ+C (Q-#0@5\$0-"ELH3W!E<F%T:6YG (%E=F5N=65S ("T@4')O9`5C="!3
M86QE<R!A;F0@4V5R=FEC97,I+3 (R,38P+C,H) # (V."XQ*2TR,3`W<C<H) # (V
M-BXY*2TQ-S`R+C@H) # (W,2XV*5U42@T*,BXU,C0Q ("TQ+C (Q-#0@5\$0-"ELH
M+2!2;WEA;`1I97,@86YD (\$UA;F%G96UE;G0@1F5E<RDM,C8X,#`N."@S.2XW
M*2TS,3`W+C<H-#N."DM,C<P,BXY*#0U+C@I751*#0I%5`T*,"XU (\$<-"COX

M."XV,2`R-SON,3<@;0T*~#8V+C`U(#(W-"XQ-R!L#0HT-C8N,#4@,C<T+C\$W
M(&T-"COV-BXP-2`R-S,N-CD@;`T*4PT*,"!`#0HT-C8N,#4@,C<S+C8Y(&T-
M"COX."XV,2`R-S,N-CD@;`T*~#@X+C8Q(#(W,RXV.2!M#0HT.#@N-C\$@,C<T
M+C\$W(&P-"E,-"C`N-2!`#0HU,S<N-3<@,C<T+C\$W(&T-"C4Q-2XP,2`R-SON
M,3<@;`T*~3\$U+C`Q(#(W-"XQ-R!M#0HU,34N,#\$@,C<S+C8Y(&P-"E,-"C`@
M1PT*~3\$U+C`Q(#(W,RXV.2!M#0HU,S<N-3<@,C<S+C8Y(&P-"C4S-RXU-R`R
M-S,N-CD@;0T*~3,W+C4W(#(W-"XQ-R!L#0I3#0HP+C4@1PT*~3@R+C0U(#(W
M-"XQ-R!M#0HU-3DN.#D@,C<T+C\$W(&P-"C4U.2XX.2`R-SON,3<@;0T*~34Y
M+C@Y(#(W,RXV.2!L#0I3#0HP(\$<-"C4U.2XX.2`R-S,N-CD@;0T*~3@R+C0U
M(#(W,RXV.2!L#0HU.#(N-#4@,C<S+C8Y(&T-"C4X,BXT-2`R-SON,3<@;`T*
M4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#8S+C@Q(#(V,BXV-2!4;0T**"T@
M5&]T86PI5&H-"C,Y+CDP.#8@,"!41`T*6R@S,#<N."DM,C8P-RXX*#,Q,"XW
M*2TR,C`S*#,Q-RXT*5U42@T*+30R+C0S,C8@+3\$N,C\$T-"!41`T*6RA#;W-T
M(&]F(\$@;V1S(%-O;&0@86YD(\$]P97)A=&EN9R!%>'!E;G-E<R!A;F0@05,F
M1R!%>'!E;G-E<RDM,34X-30H,C8X+C4I+3(V,#<N."@R-S4N-2DM,C(P,R@R
M-S4N,"E=5\$H-"D54#0HP+C4@1PT*~#@X+C8Q(#(T-BXU-R!M#0HT-C8N,#4@
M,COV+C4W(&P-"COV-BXP-2`R-#8N-3<@;0T*~#8V+C`U(#(T-BXP.2!L#0I3
M#0HP(\$<-"COV-BXP-2`R-#8N,#D@;0T*~#@X+C8Q(#(T-BXP.2!L#0HT.#@N
M-C\$@,COV+C`Y(&T-"COX."XV,2`R-#8N-3<@;`T*4PT*,"XU(\$<-"C4S-RXU
M-R`R-#8N-3<@;0T*~3\$U+C`Q(#(T-BXU-R!L#0HU,34N,#\$@,COV+C4W(&T-
M"C4Q-2XP,2`R-#8N,#D@;`T*4PT*,"!`#0HU,34N,#\$@,COV+C`Y(&T-"C4S
M-RXU-R`R-#8N,#D@;`T*~3,W+C4W(#(T-BXP.2!M#0HU,S<N-3<@,COV+C4W
M(&P-"E,-"C`N-2!`#0HU.#(N-#4@,COV+C4W(&T-"C4U.2XX.2`R-#8N-3<@
M;`T*~34Y+C@Y(#(T-BXU-R!M#0HU-3DN.#D@,COV+C`Y(&P-"E,-"C`@1PT*
M-34Y+C@Y(#(T-BXP.2!M#0HU.#(N-#4@,COV+C`Y(&P-"C4X,BXT-2`R-#8N
M,#D@;0T*~3@R+C0U(#(T-BXU-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@,S@N,S<@,C,U+C`U(%1M#0HH3W!E<F%T:6YG(\$5A<FYI;F=S*51J#0HT
M,BXY,S(W(#`@5\$0-"ELH,SDN,RDM,S\$P-RXW*#,U+C(I+3(W,#(N.2@T,BXT
M*5U42@T*+30T+C\$Y-#<@+3\$N,C\$T-"!41`T**\$YE="!);F-O;64@7"A,;W-S
M7`D@7"AA7"DI5&H-"COT+C\$Y-#<@,"!41`T*6R@U-"XV*2TS,C<T+C0H7"@W
M+CDI+3\$R+C4H7"DI+3(S-3<N-R@U,RXX*5U42@T*+30T+C\$Y-#<@+3\$N,C\$T
M-"!41`T**\$YE="!);F-O;64@7"A,;W-S7`D@4&5R(\$-O;6UO;B!3:&%R92!<
M*&%<2E4:@T*,2XR-C(@+3\$N,C\$T-"!41`T**\$)A<VEC*51J#0HT,BXY,S(W
M(#`@5\$0-"ELH-"XU-2DM,S(W-"XT*%PH+C8V*2TQ,BXU*%PI*2TR,S4W+C<H
M-"XU-2E=5\$H-"BTT,BXY,S(W("TQ+C(Q-#0@5\$0-"BA\$;6QU=&5D*51J#0HT
M,BXY,S(W(#`@5\$0-"ELH-"XU,RDM,S(W-"XT*%PH+C8V*2TQ,BXU*%PI*2TR
M,S4W+C<H-"XU,2E=5\$H-"BTT-"XQ.30W("TQ+C(Q-#0@5\$0-"ELH0V%\$:"!&
M;&]W(&9R;VT@3W!E<F%T:6]N<R!"9690<F4@0VAA;F=E<R!I;B!/<@5R871I
M;F<@07-S971S(&%N9"!,:6%B:6QI=&EE<RDM,3(R-38N-B@S-"XX*2TS,3`W
M+C<H-#DN-RDM,C(P,BXY*#\$P-BXP*5U42@T*5`H-"BA\$;7-T<FEB=71I;VYS
M('!0(\$-O;6UO;B!3:&%R96AO;&1E<G,Z*51J#0HQ+C(V,B`M,2XR,30T(%1\$
M#0I;*)E9W5L87(@0V%\$:"!\$;79I9&5N9',@+2!097(@4VAA<F4I+3(X-#8S
M+CDH,2XR,"DM,S\$P-RXW*#\$N,3@I+3(W,#(N.2@Q+C`S*5U42@T*,RXW.#8Q
M("TQ+C(Q-#0@5\$0-"B@M(%10=&%L*51J#0HS.2XQ-#8V(#`@5\$0-"ELH,30N
M-"DM,S\$P-RXW*#\$T+C\$I+3(W,#(N.2@Q,BXQ*5U42@T*+30R+CDS,C<@+3\$N
M,C\$T-"!41`T*6RA3<&5C:6%L(\$1I=FED96YD<R`M(%!E<B!3:&%R92DM,S`Y
M,S4N-R@R+C<P*2TQ,BXR*%PH8EPI*2TV,S@R+C0H-"XP,"E=5\$H-"C,N-S@V
M,2`M,2XR,30T(%1\$#0HH+2!4;W1A;"E4:@T*,SDN,30V-B`P(%1\$#0I;*,R
M+C0I+3\$R+C(H7"AB7"DI+38S.#(N-"@T-RXP*5U42@T*+30T+C\$Y-#<@+3\$N
M,C\$T-"!41`T**%)E<'5R8VAA<V5S(&]F(\$-O;6UO;B!3:&%R97,I5&H-"B] &
M,R`Q(%1F#0HP("TQ+C(X-3@05\$0-"BA!="!996%R+45N9"E4:@T*+T8T(#\$@
M5&8-"C`@+3\$N,C8R(%1\$#0I;*\$-A<V@086YD(\$UA<FME=&%B;&4@4V5C=7)I
M=&EE<RDM,S\$P,#N."@Q-C\$N,"DM,C8P-RXX*#\$R."XV*2TR-S`S*#DU+CDI
M751*#0HP("TQ+C(Q-#0@5\$0-"BA4;W1A;"!<W-E=' ,I5&H-"C0S+C8Y-#8@
M,"!41`T*6R@U-#DN,2DM,C8P-RXX*#4S-RXR*2TR,C`S*#0W."XW*5U42@T*
M150-"F5N9'-T<F5A;0T*96YD;V)J#0HQ,2`P(&]B:@T*/#P-"B]0<F]C4V5T
M(%L04\$1(&"]497AT(@T-"B]&;VYT(#P\#0HO1C(@-"`P(%-"B]&,R`U(#`@
M4@T*+T8T(#8@,"!2#0H`/@T*+T5X=\$-3=&%T92`\/`T*+T=3,2`W(#`@4@T*
M/CX-"CX`#0IE;F108FH-"C\$S(#`@;V)J#0H\`/`T*+TQE;F=T:"`Q,38U.`T*
M/CX-"G-T<F5A;0T*0E0-"B]&,B`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`R
M-2XV-2`Y-C(N-S,@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT*6RA,
M;VYG+51E<FT@3V)L:6=A=&EO;G,@169F96-T:79E;"D@4V5R=FEFC960@7"AC
M7"DI+3(T.#8W+C0H.#@N-BDM,S\$P-RXW*#DR+C\$I+3(W,#(N.2@V-2XP*5U4
M2@T*+T8T(#\$@5&8-"C`@+3\$N,C\$T-"!41`T**%-H87)E:&]L9&5R<UPR,C(@
M17%U:71Y*51J#0HT,RXV.30V(#`@5\$0-"ELH,C@P+C0I+3(V,#<N."@R-CDN
M-2DM,C(P,R@R.3`N."E=5\$H-"BTT,RXV.30V("TQ+C(Q-#0@5\$0-"ELHOF]O
M:R!686QU92!097(@0V]M;6]N(%-H87)E*2TS,#@P-RXX*#(S+C(U*2TR-C`W
M+C@H,C(N-#<I+3(R,#,H,C0N-#`I751*#0I4*ET*6RA-87)K970@5F%L=64@
M4&5R(\$-O;6UO;B!3:&%R92DM,S`P.#8N."@S-RXS."DM,C8P-RXX*#,U+C8S
M*2TR,C`S*#,V+C\$S*5U42@T*150-"C`N-2!`#0HP(\$@,"!J(#`N,C0@R`Q
M,"!-(%M="!"!D#0HQ(&D@#0HT.#@N-C\$@.3(R+C\$W(&T-"COV-BXP-2`Y,C(N
M,3<@;`T*~#8V+C`U(#DR,BXQ-R!M#0HT-C8N,#4@.3(Q+C8Y(&P-"E,-"C`@
M1PT*~#8V+C`U(#DR,2XV.2!M#0HT.#@N-C\$@.3(Q+C8Y(&P-"COX."XV,2`Y
M,C\$N-CD@;0T*~#@X+C8Q(#DR,BXQ-R!L#0I3#0HP+C4@1PT*~3,W+C4W(#DR
M,BXQ-R!M#0HU,34N,#\$@.3(R+C\$W(&P-"C4Q-2XP,2`Y,C(N,3<@;0T*~3\$U
M+C`Q(#DR,2XV.2!L#0I3#0HP(\$<-"C4Q-2XP,2`Y,C\$N-CD@;0T*~3,W+C4W
M(#DR,2XV.2!L#0HU,S<N-3<@.3(Q+C8Y(&T-"C4S-RXU-R`Y,C(N,3<@;`T*
M4PT*,"XU(\$<-"C4X,BXT-2`Y,C(N,3<@;0T*~34Y+C@Y(#DR,BXQ-R!L#0HU
M-3DN.#D@.3(R+C\$W(&T-"C4U.2XX.2`Y,C\$N-CD@;`T*4PT*,"!`#0HU-3DN
M.#D@.3(Q+C8Y(&T-"C4X,BXT-2`Y,C\$N-CD@;`T*~3@R+C0U(#DR,2XV.2!M
M#0HU.#(N-#4@.3(R+C\$W(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@
M,"`Q,"XP-SD@,C4N-C4@.3`Y+CDS(%1M#0HH27)O;B!/<F4@4')O9'5C=&EO
M;B!A;F0@4V%L97,@4W1A=&ES=&EC<R!<*\$UI;&QI;VYS(&]F(\$=R;W-S(%1O
M;G-<2E4:@T*+T8T(#\$@5&8-"C`@+3\$N,C8R(%1\$#0HH4')O9'5C=&EO;B!&
M<F]M(\$UI;F5S(\$UA;F%G960@GD@0VQI9F9S.BE4:@T*,2XR-C(@+3\$N,C\$T

M-"!41`T**\$YO<G1H(\$%M97)I8V\$I5&H-"COR+CDS,C<@,"!41`T*6R@S,BXS
M*2TS,3`W+C<H,S(N.2DM,C<P,BXY*#,R+C\$I751*#0HM-#(N.3,R-R`M,2XR
M,30T(%1\$#0HH075S=')A;&EA*51J#0HT,RXT,S(W(#`@5\$0-"ELH,2XU*2TS
M-C`W+C<H,2XU*2TS,C`R+CDH,2XS*5U42@T*150-"C`N-2!'#0HT.#@N-C\$@
M.#8X+C@Y(&T-"COV-BXP-2`X-C@N.#D@;`T*#-8V+C`U(#@V."XX.2!M#0HT
M-C8N,#4@.#8X+COQ(&P-"E,-"C`@1PT*#-8V+C`U(#@V."XT,2!M#0HT.#@N
M-C\$@.#8X+COQ(&P-"COX."XV,2`X-C@N-#\$@;OT*#-@X+C8Q(#@V."XX.2!L
M#0I3#0HP+C4@1PT*-3,W+C4W(#@V."XX.2!M#0HU,34N,#\$@.#8X+C@Y(&P-
M"C4Q-2XP,2`X-C@N.#D@;OT*#-3\$U+C`Q(#@V."XT,2!L#0I3#0HP(\$<-"C4Q
M-2XP,2`X-C@N-#\$@;OT*#-3,W+C4W(#@V."XT,2!L#0HU,S<N-3<@.#8X+C@Q
M(&T-"C4S-RXU-R`X-C@N.#D@;`T*4PT*,"XU(\$<-"C4X,BXT-2`X-C@N.#D@
M;OT*#-34Y+C@Y(#@V."XX.2!L#0HU-3DN.#D@.#8X+C@Y(&T-"C4U.2XX.2`X
M-C@N-#\$@;`T*4PT*,"!`#0HU-3DN.#D@.#8X+COQ(&T-"C4X,BXT-2`X-C@N
M-#\$@;`T*#-3@R+COU(#@V."XT,2!M#0HU.#(N-#4@.#8X+C@Y(&P-"E,-"D)4
M#0HQ,"XP-SD@,"`P(#\$P+C`W.2`U,2XP.2`X-3<N,S<@5&T-"BA4;W1A;"E4
M:@T*#-\$N-C<P-B`P(%1\$#0I;*,S+C@I+3,Q,#<N-R@S-"XT*2TR-S`R+CDH
M,S,N-"E=5\$H-"BTT,2XV-S`V("TQ+C(Q-#0@5\$0-"BA#;&EF9G-<,C(R(%-H
M87)E*51J#0HT,BXQ-S`W(#`@5\$0-"ELH-BXX*2TS-C`W+C<H-RXS*2TS,C`R
M+CDH-RXP*5U42@T*+30T+C8Y-#<@+3\$N,C\$T-"!41`T**\$-L:69F<UPR,C(@
M4V%L97,@1G)O;3H15&H-"C\$N,C8R("TQ+C(Q-#0@5\$0-"BA.;W)T:"!;!;65R
M:6-A;B!-:6YE<RE4:@T*#-#,N-#,R-R`P(%1\$#0I;*#8N-"DM,S8P-RXW*#8N
M,"DM,S(P,BXY*#8N,"E=5\$H-"BTT,RXT,S(W("TQ+C(Q-#0@5\$0-"BA!"=5-T
M<F%L:6%N(\$UI;F4I5&H-"C0S+C0S,C<@,"!41`T*6R@Q+C0I+3,V,#<N-R@Q
M+C,I+3,R,#(N.2@Q+C,I751*#0I%5`T*,"XU(\$<-"COX."XV,2`X,#0N-3<@
M;OT*#-8V+C`U(#@P-"XU-R!L#0HT-C8N,#4@.#`T+C4W(&T-"COV-BXP-2`X
M,#0N,#D@;`T*4PT*,"!`#0HT-C8N,#4@.#`T+C`Y(&T-"COX."XV,2`X,#0N
M,#D@;`T*#-@X+C8Q(#@P-"XP.2!M#0HT.#@N-C\$@.#`T+C4W(&P-"E,-"C`N
M-2!'#0HU,S<N-3<@.#`T+C4W(&T-"C4Q-2XP,2`X,#0N-3<@;`T*#-3\$U+C`Q
M(#@P-"XU-R!M#0HU,34N,#\$@.#`T+C`Y(&P-"E,-"C`@1PT*#-3\$U+C`Q(#@P
M-"XP.2!M#0HU,S<N-3<@.#`T+C`Y(&P-"C4S-RXU-R`X,#0N,#D@;OT*#-3,W
M+C4W(#@P-"XU-R!L#0I3#0HP+C4@1PT*-3@R+COU(#@P-"XU-R!M#0HU-3DN
M.#D@.#`T+C4W(&P-"C4U.2XX.2`X,#0N-3<@;OT*#-34Y+C@Y(#@P-"XP.2!L
M#0I3#0HP(\$<-"C4U.2XX.2`X,#0N,#D@;OT*#-3@R+COU(#@P-"XP.2!L#0HU
M.#(N-#4@.#`T+C`Y(&T-"C4X,BXT-2`X,#0N-3<@;`T*4PT*0E0-"C\$P+C`W
M.2`P(#`@,3`N,#<Y(#4Q+C`Y(#<Y,RXP-2!4;OT**%1O=&%L*51J#0HT,BXQ
M-S`W(#`@5\$0-"ELH-RXX*2TS-C`W+C<H-RXS*2TS,C`R+CDH-RXS*5U42@T*
M150-"C`N-2!'#0HT.#@N-C\$@-S@Y+C(Q(&T-"COV-BXP-2`W.#DN,C\$@;`T*
M-#8V+C`U(#<X.2XR,2!M#0HT-C8N,#4@-S@X+C<S(&P-"E,-"C`@1PT*#-8V
M+C`U(#<X."XW,R!M#0HT.#@N-C\$@-S@X+C<S(&P-"COX."XV,2`W.#@N-S,@
M;OT*#-@X+C8Q(#<X.2XR,2!L#0I3#0HP+C4@1PT*-3,W+C4W(#<X.2XR,2!M
M#0HU,34N,\$\$@-S@Y+C(Q(&P-"C4Q-2XP,2`W.#DN,C\$@;OT*#-3\$U+C`Q(#<X
M."XW,R!L#0I3#0HP(\$<-"C4Q-2XP,2`W.#@N-S,@;OT*#-3,W+C4W(#<X."XW
M,R!L#0HU,S<N-3<@-S@X+C<S(&T-"C4S-RXU-R`W.#DN,C\$@;`T*4PT*,"XU
M(\$<-"C4X,BXT-2`W.#DN,C\$@;OT*#-34Y+C@Y(#<X.2XR,2!L#0HU-3DN.#D@
M-S@Y+C(Q(&T-"C4U.2XX.2`W.#@N-S,@;`T*4PT*,"!`#0HU-3DN.#D@-S@X
M+C<S(&T-"C4X,BXT-2`W.#@N-S,@;`T*#-3@R+COU(#<X."XW,R!M#0HU.#(N
M-#4@-S@Y+C(Q(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@,C4N-C4@-S<V+CDW(%1M#0HH3W1H97(@26YF;W)M871I;VXI5&H-"B] &
M-"`Q(%1F#0HP("TQ+C(V,B!41`T*6RA%87)N:6YG<R!"969O<F4@26YT97)E
M<W0L(%1A>&5S+"!\$97!R96-I871I;VX@86YD(\$%M;W)T:7IA=&EO;B!<*\$5`
M251\$05PI(%PH9%PI*2TQ,C4Y-"XU*#@V+C<I+3,Q,#<N-R@U,"XY*2TR-S`R
M+CDH.#\$N,RE=5\$H-"C`@+3\$N,C\$T-"!41`T*6RA%87)N:6YG<R!"969O<F4@
M26YT97)E<W0@86YD(%1A>&5S(%PH14))5%PI(%PH9%PI*2TR-34S-2XT*#<S
M+C(I+3,Q,#<N-R@S-BXX*2TR-S`R+CDH-C4N,RE=5\$H-"EOJ#0I;*\$-#0;6UO
M;B!3:&%R97,@3W5T<W1A;F1I;F<@7"A-:6QL:6]N<UPI("T@079E<F%G92!&
M;W(@665A<BDM,C`P-C`N."@Q,BXP*2TS,3`W+C<H,3(N,"DM,C<P,BXY*#\$Q
M+C@I751*#0HU+C`T.#\$@+3\$N,C\$T-"!41`T**`T@070@665A<BU%;F0I5&H-
M"C,C,Y+C\$T-C8@,"!41`T*6R@Q,BXQ*2TS,3`W+C<H,3(N,"DM,C<P,BXY*#\$Q
M+CDI751*#0HM-#0N,3DT-R`M,2XR,30T(%1\$#0I;*\$-#0;6UO;B!3:&%R97,@
M4')I8V4@4F%N9V4@+2!(:6=H*2TR.#8Q,RXY*#0S-RXU,"DM,C\$P-RXW*#0T
M,"XS."DM,3<P,BXY*#0S-BXU,"E=5\$H-"C4N,#0X,2`M,2XR,30T(%1\$#0HH
M+2!,;W<I5&H-"C,X+C8T-C4@,"!41`T*6R@R."XW-2DM,C8P-RXX*#(Y+C4P
M*2TR,C`S*#(U+C`P*5U42@T*+30S+C8Y-#8@+3\$N,C\$T-"!41`T**\$5M<@QO
M>65E<R!A="!996%R+45N9"!<*&5<*2E4:@T*#-#,N-CDT-B`P(%1\$#0I;*#8L
M,3<S*2TR-C`W+C@H-BPU.30I+3(R,#,H-BPW,#DI751*#0HO1C(@,2!49@T*
M,3(@,"`P(#\$R(#(U+C8U(#8W-RXX-2!4;OT*,"XW-R!48PT*6R@E("`@("DM
M,CDY-#`H("DM,C`H("DV,#`H("DM.#@P*`I-S(P*`I+30P*`I-C`P*`I
M+3@X,"@@*3<P,"@@*2TT,"@@*38P,"@@*2TX.#`H("E=5\$H-"B] &-"`Q(%1F
M#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T-C@N,3,@-C8V+C`Y(%1M#0HP(%1C#0I;
M*#\$Y.3`I+3(T,#4N,R@Q.3@Y*2TR-S@V+C,H,3DX."E=5\$H-"D54#0HP+C4@
M1PT*#-@Y+C@Q(#8V,BXR-2!M#0HT-3@N-C\$@-C8R+C(U(&P-"COU."XV,2`V
M-C(N,C4@;OT*#-4X+C8Q(#8V,2XW-R!L#0I3#0HP(\$<-"COU."XV,2`V-C\$N
M-S<@;OT*#-@Y+C@Q(#8V,2XW-R!L#0HT.#DN,\$\$@-C8Q+C<W(&T-"COX.2XX
M,2`V-C(N,C4@;`T*4PT*,"XU(\$<-"C4S-"XR,2`V-C(N,C4@;OT*#-3`R+C<W
M(#8V,BXR-2!L#0HU,#(N-S<@-C8R+C(U(&T-"C4P,BXW-R`V-C\$N-S<@;`T*
M4PT*,"!`#0HU,#(N-S<@-C8Q+C<W(&T-"C4S-"XR,2`V-C\$N-S<@;`T*#-3,T
M+C(Q(#8V,2XW-R!M#0HU,S0N,C\$@-C8R+C(U(&P-"E,-"C`N-2!`#0HU.#8N
M-3,@-C8R+C(U(&T-"C4T-RXQ-R`V-C(N,C4@;`T*#-30W+C\$W(#8V,BXR-2!M
M#0HU-#<N,3<@-C8Q+C<W(&P-"E,-"C`@1PT*#-30W+C\$W(#8V,2XW-R!M#0HU
M.#8N-3,@-C8Q+C<W(&P-"C4X-BXU,R`V-C\$N-S<@;OT*#-3@V+C4S(#8V,BXR
M-2!L#0I3#0I"5`T*+T8S(\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#(U+C8U
M(#8U,"XP,2!4;OT**\$9I;F%N8VEA;"!\$871A(%PH26X@36EL;&EO;G,L(\$5X
M8V5P="!097(@4VAA<F4@06UO=6YT<UPI*51J#0HP("TQ+C,S,S4@5\$0-"BA&
M;W(@5&AE(%EE87(I5&H-"B] &-"`Q(%1F#0HP("TQ+C(V,B!41`T**\$)P97)A
M=&EN9R!%87)N:6YG<R!<*&%<*2E4:@T*,2XR,30T("TQ+C(Q-#0@5\$0-"ELH

M3W!E<F%T:6YG(%)E=F5N=65S("T@4')O9'5C="!386QE<R!A;F0@4V5R=FEC
M97,I+3(Q.38Y+C@H)#(W,BXR*2TQ-C,Q+C4H)#(Y-"XY*2TQ-C4U+C,H)#(T
M-RXY*5U42@T*,BXT,C@X("TQ+C(Q-#0@5\$0-"ELH+2!2;WEA;'1I97,@86YD
M(SUA;F%G96UE;G0@1F5E<RDM,C8W,#4N-B@S-RXW*2TR-C,Q+C4H-34N-BDM
M,C8U-2XS*#4P+C(I751*#0I%5`T*,"XU(\$<-"COX-BXR,2`U.34N-3,@;0T*
M-#8S+C8U(#4Y-2XU,R!L#0HT-C,N-C4@-3DU+C4S(&T-"COV,RXV-2`U.34N
M,#4@;`T*4PT*,"!`#0HT-C,N-C4@-3DU+C`U(&T-"COX-BXR,2`U.34N,#4@
M;`T*`#@V+C(Q(#4Y-2XP-2!M#0HT.#8N,C\$@-3DU+C4S(&P-"E,-"C`N-2!`
M#0HU,S`N,S<@-3DU+C4S(&T-"C4P-RXX,2`U.34N-3,@;`T*-3`W+C@Q(#4Y
M-2XU,R!M#0HU,#<N.#\$@-3DU+C`U(&P-"E,-"C`@1PT*-3`W+C@Q(#4Y-2XP
M-2!M#0HU,S`N,S<@-3DU+C`U(&P-"C4S,"XS-R`U.34N,#4@;0T*-3,P+C,W
M(#4Y-2XU,R!L#0I3#0HP+C4@1PT*-3<T+C<W(#4Y-2XU,R!M#0HU-3(N,C\$@
M-3DU+C4S(&P-"C4U,BXR,2`U.34N-3,@;0T*-34R+C(Q(#4Y-2XP-2!L#0I3
M#0HP(\$<-"C4U,BXR,2`U.34N,#4@;0T*-3<T+C<W(#4Y-2XP-2!L#0HU-S0N
M-S<@-3DU+C`U(&T-"C4W-"XW-R`U.34N-3,@;`T*4PT*0E0-"C\$P+C`W.2`P
M(#`@,3`N,#<Y(#8R+C,W(#4X-"XP,2!4;0T**T@5&]T86PI5&H-"C,Y+C@Q
M,S,@,"!41`T*6R@S,#DN.2DM,C\$S,2XU*#,U,"XU*2TR,34U+C,H,CDX+C\$
I M751*#0HM-#(N,COR,2`M,2XR,30T(%1\$#0I;*\$-O<W@;V8@1V]O9',@4V]L
M9"!A;F0@3W!E<F%T:6YG(\$5X<&5N<V5S(&%N9"!4R9'(\$5X<&5N<V5S*2TQ
M-38V,RXU*#(W.2XW*2TR,3,Q+C4H,C4W+C@I+3(Q-34N,R@R,C<N-BE=5\$H-
M"D54#0HP+C4@1PT*`#@V+C(Q(#4V-RXY,R!M#0HT-C,N-C4@-38W+CDS(&P-
M"COV,RXV-2`U-C<N.3,@;0T*-#8S+C8U(#4V-RXT-2!L#0I3#0HP(\$<-"COV
M,RXV-2`U-C<N-#4@;0T*`#@V+C(Q(#4V-RXT-2!L#0HT.#8N,C\$@-38W+C0U
M(&T-"COX-BXR,2`U-C<N.3,@;`T*4PT*,"XU(\$<-"C4S,"XS-R`U-C<N.3,@
M;0T*-3`W+C@Q(#4V-RXY,R!L#0HU,#<N.#\$@-38W+CDS(&T-"C4P-RXX,2`U
M-C<N-#4@;`T*4PT*,"!`#0HU,#<N.#\$@-38W+C0U(&T-"C4S,"XS-R`U-C<N
M-#4@;`T*-3,P+C,W(#4V-RXT-2!M#0HU,S`N,S<@-38W+CDS(&P-"E,-"C`N
M-2!`#0HU-S0N-S<@-38W+CDS(&T-"C4U,BXR,2`U-C<N.3,@;`T*-34R+C(Q
M(#4V-RXY,R!M#0HU-3(N,C\$@-38W+C0U(&P-"E,-"C`@1PT*-34R+C(Q(#4V
M-RXT-2!M#0HU-S0N-S<@-38W+C0U(&P-"C4W-"XW-R`U-C<N-#4@;0T*-3<T
M+C<W(#4V-RXY,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S<N.#D@
M-34V+C0Q(%1M#0HH3W!E<F%T:6YG(\$5A<FYI;F=S*51J#0HT,BXW-#(R(#`@
M5\$0-"ELH,S`N,BDM,C8S,2XU*#DR+C<I+3(V-34N,R@W,"XU*5U42@T*+30S
M+CDU-C8@+3\$N,C\$T-"!41`T**\$YE="!);F-O;64@7"A,;W-S7"D@7"AA7"DI
M5&H-"COS+CDU-C8@,"!41`T*6R@W,RXX*2TR-C,Q+C4H-C(N-2DM,C8U-2XS
M*#0R+C8I751*#0HM-#N.34V-B`M,2XR,30T(%1\$#0HH3F5T(\$EN8V]M92!<
M*\$QO<W-<*2!097(@0V]M;6]N(%-H87)E(%PH85PI*51J#0HQ+C(Q-#0@+3\$N
M,C\$T-"!41`T**\$)A<VEC*51J#0HT,BXW-#(R(#`@5\$0-"ELH-BXS,2DM,C8S
M,2XU*#4N,S<I+3(V-34N,R@S+C\$R*5U42@T*+30R+C<T,C(@+3\$N,C\$T-"!4
M1`T**\$1I;'5T96@I5&H-"COR+C<T,C(@,"!41`T*6R@V+C(V*2TR-C,Q+C4H
M-2XS,BDM,C8U-2XS*#N,#@I751*#0HM-#N.34V-B`M,2XR,30T(%1\$#0I;
M*\$-A<V@1FQO=R!F<F]M(\$]P97)A=&EO;G,@0F5F;W)E(%-H86YG97,@:6X@
M3W!E<F%T:6YG(\$S<V5T<R!A;F0@3&EA8FEL:71I97,I+3\$R,#\$X+C0H,S(N
M,2DM,C8S,2XU*#Q+C4I751*#0I4*0T**\$1I<W1R:6)U=&EO;G,@=&@0V]M
M;6]N(%-H87)E:@]L9&5R<SHI5&H-"C\$N,C\$T-"`M,2XR,30T(%1\$#0I;*)E
M9W5L87(@0V\$S:"!\$:79I9&5N9',@+2!097(@4VAA<F4I+3(X-S<S+C4H+C@P
M*2TS,3,Q+C0H+C0P*5U42@T*,RXV-#R("TQ+C(Q-#0@5\$0-"B@M(%1O=&%L
M*51J#0HS.2XU.3D@,"!41`T*6R@Y+C,I+3,Q,S\$N-"@T+C<I751*#0HM-#N
M,COR,B`M,2XR,30T(%1\$#0HH4W!E8VEA;"!\$:79I9&5N9',@+2!097(@4VAA
M<F4I5&H-"C4R+C`R.#@@,"!41`T*6R@N-SDI+3\$R+C\$H7"AB7"DI751*#0HM
M-#@N,S@U-B`M,2XR,30T(%1\$#0HH+2!4;W1A;"E4:@T*`#<N.#@U-2`P(%1\$
M#0I;*\$R+C@I+3\$R+C(H7"AB7"DI751*#0HM-3(N-SOS,2`M,2XR,30T(%1\$
M#0HH4F5P=7)C:&%S97,@;V8@0V]M;6]N(%-H87)E<RE4:@T*-3(N,COS,2`P
M(%1\$#0HH,3(U+C(I5&H-"B]@,R`Q(%1F#0HM-3(N,COS,2`M,2XR.#4X(%1\$
M#0HH070@665A<BU%;F0I5&H-"B]@-&`Q(%1F#0HP("TQ+C(V,B!41`T*6RA#
M87-H(&%N9"!-87)K971A8FQE(%-E8W5R:71I97,I+3,Q,C8U+C<H.38N,"DM
M,C8S,2XU*#DU+C4I+3(V-34N,R@U,BXT*5U42@T*,"`M,2XR,30T(%1\$#0HH
M5&]T86P@07-S971S*51J#0HT,RXT-38U(#`@5\$0-"ELH-3\$P+@I+3(Q,S\$N
M-2@T,34N,BDM,C\$U-2XS*#,Y,"XV*5U42@T*+30S+C0U-C4@+3\$N,C\$T-"!4
M1`T*6RA,;VY+51E<FT@3V)L:6=A=&EO;G,@169F96-T:79E;'D@4V5R=FEC
M960@7"AC7"DI+3(T-C(Y+C,H.#(N-"DM,C8S,2XU*#DS+C0I+3(Q-34N,R@Q
M-#4N-RE=5\$H-"EOJ#0HH4VAA<F5H;VQD97)S7#(R,B!<75I="DI5&H-"C0S
M+C0U-C4@,"!41`T*6R@R.3`N."DM,C\$S,2XU*#(R-BXP*2TR,34U+C,H,38X
M+C8I751*#0HM-#N-#4V-2`M,2XR,30T(%1\$#0I;*)O;VL@5F`L=64@4&5R
M(\$-O;6UO;B!3:&%R92DM,S`U-CDN-R@R-"XX."DM,C\$S,2XU*#\$Y+C,V*2TR
M,34U+C,H,30N-3,I751*#0I4*0T*6RA-87)K970@5F`L=64@4&5R(\$-O;6UO
M;B!3:&%R92DM,CDX-#@N-R@R-RXQ,RDM,C\$S,2XU*#(Y+C`P*2TR,34U+C,H
M,C8N-C,I751*#0I%5`T*,"XU(\$<-"COX-BXR,2`S,S\$N,#4@;0T*-#8S+C8U
M(#,S,2XP-2!L#0HT-C,N-C4@,S,Q+C`U(&T-"COV,RXV-2`S,S`N-3<@;`T*
M4PT*,"!`#0HT-C,N-C4@,S,P+C4W(&T-"COX-BXR,2`S,S`N-3<@;`T*`#@V
M+C(Q(#,S,"XU-R!M#0HT.#8N,C\$@,S,Q+C`U(&P-"E,-"C`N-2!`#0HU,S`N
M,S<@,S,Q+C`U(&T-"C4P-RXX,2`S,S\$N,#4@;`T*-3`W+C@Q(#,S,2XP-2!M
M#0HU,#<N.#\$@,S,P+C4W(&P-"C4S,"XS-R`S,S`N-3<@;0T*-3,P+C,W(#,S,2XP
M-2!L#0I3#0HP+C4@1PT*-3<T+C<W(#,S,2XP-2!M#0HU-3(N,C\$@,S,Q+C`U
M(&P-"C4U,BXR,2`S,S\$N,#4@;0T*-34R+C(Q(#,S,"XU-R!L#0I3#0HP(\$<-
M"C4U,BXR,2`S,S`N-3<@;0T*-3<T+C<W(#,S,"XU-R!L#0HU-S0N-S<@,S,P
M+C4W(&T-"C4W-"XW-R`S,S\$N,#4@;`T*4PT*0E0-"B]@,R`Q(%1F#0HQ,"XP
M-SD@,"`P(#\$P+C`W.2`R-2XV-2`S,3@N.#\$@5&T-"BA)<F]N(\$]R92!<0<F]D
M=6-T:6]N(&%N9"!386QE<R!3=&%T:7-T:6-S(%PH36EL;&EO;G,@;V8@1W)O
M<W,@5&]N<UPI*51J#0HO1C0@,2!49@T*,"`M,2XR-C(@5\$0-"BAO<F]D=6-T
M:6]N(\$9R;VT@36EN97,@36%N86=E9"!>2!#;&EF9G,Z*51J#0HQ+C(Q-#0@
M+3\$N,C\$T-"!41`T**\$YO<G1H(\$%M97)I8V\$15&H-"COR+C<T,C(@,"!41`T*
M6R@S,2XW*2TR-C,Q+C4H,SDN,RDM,C8U-2XS*#,Y+C`I751*#0HM-#(N-S0R
M,B`M,2XR,30T(%1\$#0HH075S=)A;&EA*51J#0HT,RXR-#(R(#`@5\$0-"ELH

M, BXR*2TS, 3, Q+C0H, BXS*2TS, 34U+C(H, BXT*5U42@T*150-"C`N-2!' #0HT
M.#8N, C\$@, C<W+C<W(&T-"C0V, RXV-2`R-S<N-S<@; T*~#8S+C8U(#(W-RXW
M-R!M#0HT-C, N-C4@, C<W+C(Y(&P-"E, -"C`@1PT*~#8S+C8U(#(W-RXR.2!M
M#0HT.#8N, C\$@, C<W+C(Y(&P-"C0X-BXR, 2`R-S<N, CD@; 0T*~#@V+C(Q(#(W
M-RXW-R!L#0I3#0HP+C4@1PT*~3, P+C, W(#(W-RXW-R!M#0HU, #<N.#\$@, C<W
M+C<W(&P-"C4P-RXX, 2`R-S<N-S<@; 0T*~3`W+C@Q(#(W-RXR.2!L#0I3#0HP
M(\$<-"C4P-RXX, 2`R-S<N, CD@; 0T*~3, P+C, W(#(W-RXR.2!L#0HU, S`N, S<@
M, C<W+C(Y(&T-"C4S, "XS-R`R-S<N-S<@; `T*4PT*, "XU(\$<-"C4W-"XW-R`R
M-S<N-S<@; 0T*~34R+C(Q(#(W-RXW-R!L#0HU-3(N, C\$@, C<W+C<W(&T-"C4U
M, BXR, 2`R-S<N, CD@; `T*4PT*, "!"#0HU-3(N, C\$@, C<W+C(Y(&T-"C4W-"XW
M-R`R-S<N, CD@; `T*~3<T+C<W(#(W-RXR.2!M#0HU-S0N-S<@, C<W+C<W(&P-
M"E, -"D)4#0HQ, "XP-SD@, " `P(#\$P+C`W.2`U, "XQ, R`R-C8N, C4@5&T-"BA4
M; W1A; "E4:@T*~#N-3(W. " `P(%1\$#0I; *#, S+CDI+3(V, S\$N-2@T, 2XV*2TR
M-C4U+C, H-#N-"E=5\$H-"BTT, 2XU, C<X("TQ+C(Q-#0@5\$0-"BA#; &EF9G-<
M, C(R(%-H87)E*51J#0HT, BXP, C<X(#`@5\$0-"ELH-BXV*2TS, 3, Q+C0H. "XY
M*2TS, 34U+C(H.2XQ*5U42@T*+30T+C0U-C8@+3\$N, C\$T-"!41`T*~\$-L:69F
M<UPR, C(@4V%L97, @1G)O; 3HI5&H-"C\$N, C\$T-" `M, 2XR, 30T(%1\$#0HH3F]R
M=&@060E<FEC86X@36EN97, I5&H-"C0S+C(T, C(@, "141`T*6R@V+C4I+3, Q
M, S\$N-"@W+C4I+3, Q-34N, B@V+C<I751*#0HM-#, N, COR, B`M, 2XR, 30T(%1\$
M#0HH075S=")A; &EA; B!-:6YE*51J#0HT, RXW-#(S(#`@5\$0-"B@N, RE4:@T*
M150-"C`N-2!' #0HT.#8N, C\$@, C\$S+C0U(&T-"C0V, RXV-2`R, 3, N-#4@; `T*
M-#8S+C8U(#(Q, RXT-2!M#0HT-C, N-C4@, C\$R+CDW(&P-"E, -"C`@1PT*~#8S
M+C8U(#(Q, BXY-R!M#0HT.#8N, C\$@, C\$R+CDW(&P-"C0X-BXR, 2`R, 3(N.3<@
M; 0T*~#@V+C(Q(#(Q, RXT-2!L#0I3#0HP+C4@1PT*~3, P+C, W(#(Q, RXT-2!M
M#0HU, #<N.#\$@, C\$S+C0U(&P-"C4P-RXX, 2`R, 3, N-#4@; 0T*~3`W+C@Q(#(Q
M, BXY-R!L#0I3#0HP(\$<-"C4P-RXX, 2`R, 3(N.3<@; 0T*~3, P+C, W(#(Q, BXY
M-R!L#0HU, S`N, S<@, C\$R+CDW(&T-"C4S, "XS-R`R, 3, N-#4@; `T*4PT*, "XU
M(\$<-"C4W-"XW-R`R, 3, N-#4@; 0T*~34R+C(Q(#(Q, RXT-2!L#0HU-3(N, C\$@
M, C\$S+C0U(&T-"C4U, BXR, 2`R, 3(N.3<@; `T*4PT*, "!"#0HU-3(N, C\$@, C\$R
M+CDW(&T-"C4W-"XW-R`R, 3(N.3<@; `T*~3<T+C<W(#(Q, BXY-R!M#0HU-S0N
M-S<@, C\$S+C0U(&P-"E, -"D)4#0HQ, "XP-SD@, " `P(#\$P+C`W.2`U, "XQ, R`R
M, #N.3, @5&T-"BA4; W1A; "E4:@T*~#(N, # (W. " `P(%1\$#0I; *#8N. "DM, S\$S
M, 2XT*~<N-2DM, S\$U-2XR*#8N-RE=5\$H-"D54#0HP+C4@1PT*~#@V+C(Q(#\$Y
M. "XP.2!M#0HT-C, N-C4@, 3DX+C`Y(&P-"C0V, RXV-2`Q.3@N, #D@; 0T*~#8S
M+C8U(#\$Y-RXV, 2!L#0I3#0HP(\$<-"C0V, RXV-2`Q.3<N-C\$@; 0T*~#@V+C(Q
M(#\$Y-RXV, 2!L#0HT.#8N, C\$@, 3DW+C8Q(&T-"C0X-BXR, 2`Q.3@N, #D@; `T*
M4PT*, "XU(\$<-"C4S, "XS-R`Q.3@N, #D@; 0T*~3`W+C@Q(#\$Y. "XP.2!L#0HU
M, #<N.#\$@, 3DX+C`Y(&T-"C4P-RXX, 2`Q.3<N-C\$@; `T*4PT*, "!"#0HU, #<N
M.#\$@, 3DW+C8Q(&T-"C4S, "XS-R`Q.3<N-C\$@; `T*~3, P+C, W(#\$Y-RXV, 2!M
M#0HU, S`N, S<@, 3DX+C`Y(&P-"E, -"C`N-2!' #0HU-S0N-S<@, 3DX+C`Y(&T-
M"C4U, BXR, 2`Q.3@N, #D@; `T*~34R+C(Q(#\$Y. "XP.2!M#0HU-3(N, C\$@, 3DW
M+C8Q(&P-"E, -"C`@1PT*~34R+C(Q(#\$Y-RXV, 2!M#0HU-S0N-S<@, 3DW+C8Q
M(&P-"C4W-"XW-R`Q.3<N-C\$@; 0T*~3<T+C<W(#\$Y. "XP.2!L#0I3#0I"5`T*
M+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@, 3`N, #<Y(#(U+C8U(#\$X-2XX-2!4; 0T*
M*\$]T:@5R(\$EN9F]R; 6%T:6]N*51J#0HO1C0@, 2!49@T*, " `M, 2XR-C(@5\$0-
M"ELH16R; FEN9W, @0F5F; W)E(\$EN=&5R97-T+!"1487AE<RP@1&5P<F5C:6%T
M:6]N(&N9"!!; 6]R=&E2871I; VX@7"A%0DE41\$%<*2!<* &1<*2DM, 3\$X-38N
M-"@Q, 3DN, BDM, C\$S, 2XU*#P-RXP*5U42@T*, " `M, 2XR, 30T(%1\$#0I; *\$5A
M<FYI; F=S(\$)E9F]R92!); G1E<F5S="!A; F0@5&X97, @7"A%0DE47"D@7"AD
M7"DI+3(T-SDW+C(H, 3`S+C@I+3(V, S\$N-B@Y, BXP*5U42@T*5`H-"ELH0V"]M
M; 6]N(%-H87)E<R!/=71S=&N9&EN9R!<*\$UI; &QI; VYS7"D@+2!!=F5R86=E
M(\$90<B!996%R*2TQ.3@R, BXW*#SQ+C<I+3(V, S\$N-2@Q, 2XV*2TR-C4U+C, H
M, 3, N, BE=5\$H-"CON.#4W-B`M, 2XR, 30T(%1\$#0HH+2!!="!996R+45N9"R@4
M:@T*, SDN, #DY(#`@5\$0-"ELH, 3\$N-RDM, C8S, 2XU*#SQ+C<I+3(V-34N, R@Q
M, 2XV*5U42@T*+30S+CDU-C8@+3\$N, C\$T-"!41`T*6RA#; VUM; VX@4VAA<F5S
M(%!R:6-E(%A; F=E("T@2&EG:"DM, C@S-S4N."@D, S4N, # `I+3\$V, S\$N-2@D
M, SON, # `I+3\$V-34N, R@D, C@N, # `I751*#0HT+C@U-S8@+3\$N, C\$T-"!41`T*
M**T@3&]W51J#0HS. "XU. 3@Y(#`@5\$0-"ELH, 3DN-C, I+3(Q, S\$N-2@R-2XW
M-2DM, C\$U-2XS*#S+T+C(U*5U42@T*+30S+C0U-C4@+3\$N, C\$T-"!41`T**\$5M
M<&QO>65E<R!A="!996R+45N9"!!<* &5<*2E4:@T*~#, N-#4V-2`P(%1\$#0I;
M*#8L.3`P*2TR, 3, Q+C4H-RPW, CDI+3(Q-34N, R@W+#@S, BE=5\$H-"B] &, B`Q
M(%1F#0HQ, B`P(#`@, 3(@, C4N-C4@-S(N-3<@5&T-"BA<* &)<*2!); F-L=61E
M<R!S96-U<FET:65S(&%T(&UA<FME="!V86QU92!O; B!D:7-T<FEB=71I; VX@
M9&%T92X@*51J#0I%5`T*96YD<W1R96%M#0IE; F108FH-"C\$T(#`@; V)J#0H\
M/`T*+U!R; V-3970@6R]01\$8@+U1E>'0@70T*+T9O; G0@/#P-"B] &, B`T(#`@
M4@T*+T8S(#4@, "!"2#0HO1C0@-B`P(%(-"CX^#0HO17AT1U-T871E(#P\0HO
M1U, Q(#<@, "!"2#0H^/@T*/CX-"F5N9&]B:@T*, 38@, "!"08FH-"CP\0HO3&5N
M9W1H(#4Y, PT*/CX-"G-T<F5A; 0T*OE0-"B] &-"`Q(%1F#0HQ, B`P(#`@, 3(@
M, C4N-C4@.30V+C@Y(%1M#0HP(&<-"B]4S\$@9W, -"C`@5&, -"C`@5`<-"BA<
M* &-<*2!); F-L=61E<R!T: &4@0V]M<%N>5PR, C)S('H87)E(@]F('9E; G1U
M<F5S(&N9"!!E<75I<&UE; G0@86-Q=6ER960@; VX@8V%P:71A; "!"L96%S97, N
M("E4:@T*, " `M, BXS(%1\$#0HH7"AD7"D@14)5\$1!(&N9"!!%0DE4(&R92!N
M; W0@<)E<V5N=&5D(&S('U8G-T:71U=&4@; 65A<W5R97, @; V8@; W!E<F%T
M:6YG(')E<W5L='; @; W(@8V%S:"!F; &]W(@9R; VT@; W!E<F%T:6]N<R@P@51J
M#0HP("TQ+C\$R(%1\$#0HH8G5T(&)E8V%U<V4@=&AE>2!A<F4@=VED96QY(&%C
M8V5P=&5D(&EN9&EC8710<G, @; V8@82!C; VUP86YY7#(R, G, @86)I; &ET>2!T
M; R!A8W%U:7)E(&N9"!S97):6-E(&1E8G0N("E4:@T*, " `M, BXS(%1\$#0HH
M7"AE7"D@26YC; '5D97, @96UP; @]Y965S(@]F(&UA; F%G960@; 6EN:6YG('9E
M; G1U<F5S+B`I5&H-"E0J#0HH070@1&5C96UB97(@, S\$L(\$Y.3DL('1H92!#
M; VUP86YY(&AA9" `R+##<P, B!S: &R96AO; &1E<G, @; V8@<F5C; W)D+B`I5&H-
M"C(R+C@X("TR+C, @5\$0-"B@U. " `I5&H-"D54#0IE; F1S=")E86T-"F5N9&]B
M:@T*, 3<@, "!"08FH-"CP\#0HO4`)O8U-E="!; +U!\$1B`O5&X="!="#0HO1F]N
M="`\/`T*+T8T(#8@, "!"2#0H^/@T*+T5X=\$=3=&%T92`\/`T*+T=3, 2`W(#`@
M4@T*/CX-"CX^#0IE; F108FH-"C\$X(#`@; V)J#0H\`T*+U1Y<&4@+TAA; &9T
M; VYE#0HO2&%L9G1O; F54>7!E(#\$-"B] (86QF=&]N94YA; 64@*\$1E9F%U; '0I

M#0HO1G)E<75E;F-Y(#8P#0HO06YG;&4@-#4-"B]3<&]T1G5N8W1I;VX@+U)O
M=6YD#0H^/@T*96YD;V)J#0HW(#@;V)J#0H\/'T*+U1Y<&4@+T5X=\$=3=&%T
M90T*+U-!(&9A;'-E#0HO3U`@9F%L<V4-"B] (5" `O1&5F875L=`T*/CX-"F5N
M9&]B:@T*-" P (&]B:@T*/#P-"B]4>7!E("]&;VYT#0HO4W5B='EP92`O5`EP
M93\$-"B].86UE("]&,@T*+T)A<V5&;VYT("]4:6UE<RU2;VUA;@T*/CX-"F5N
M9&]B:@T*-"2`P (&]B:@T*/#P-"B]4>7!E("]&;VYT#0HO4W5B='EP92`O5`EP
M93\$-"B].86UE("]&,PT*+T)A<V5&;VYT("]4:6UE<RU";VQD#0H^/@T*96YD
M;V)J#0HV(#@;V)J#0H\/'T*+U1Y<&4@+T9O;G0-"B]3=6)T>7!E("]4>7!E
M,OT*+TYA;64@+T8T#0HO16YC;V1I;F<@,3D@,"!2#0HO0F%\$949O;G0@+U1I
M;(6S+5)O;6%N#0H^/@T*96YD;V)J#0HQ.2`P (&]B:@T*/#P-"B]4>7!E("]&
M;F-O9&EN9PT*+T1I9F9E<F5N8V5S(%L@,"]G<F%V92]A8W5T92]C:7)C=6UF
M;&5X+W1I;&1E+VUA8W)O;B]B<F5V92]D;W1A8V-E;G009&EE<F5S:7,-"B]R
M:6YG+V-E9&EL;&\$O:'5N9V%R=6UL875T+V]G;VYE:R]C87)O;B]D;W1L97-S
M:2]F:2]F;T*+TQ\$;&%S:"]L<VQA<V@O6F-A<F]N+WIC87)O;B]M:6YU<R`S
M.2]Q=6]T97-I;F=L92`Y-B]G<F%V92`Q,S`O<75O=&5S:6YG;&)A<V4-"B]F
M;&]R:6XO<75O=&5D8FQB87-E+V5L;&EP<VES+V1A9V=E<B]D86=G97)D8FPO
M8VER8W5M9FQE>"]P97)T:&]U<V%N9"]38V%R;VX-"B]G=6EL<VEN9VQL969T
M+T]%(#T-2]Q=6]T96QE9G0O<75O=&5R:6=H="]Q=6]T961B;&QE9G0O<75O
M=&5D8FQR:6=H="]B=6QL970096YD87-H#0HO96UD87-H+W1I;&1E+W1R861E
M;&%R:R]S8V%R;VXO9W5I;' -I;F=L<FEG:'0O;V4@,34Y+UED:65R97-I<R`Q
M-C008W5R<F5N8WD-"B`Q-C808G)O:V5N8F%R(#\$V."]D:65R97-I<R]C;W!Y
M<FEG:'0O;W)D9F5M;8O=&AR965Q=6%R=&5R<R`Q.3(O06=R879E+T%A8W5T92]8VER
M8W5M9FQE>`T*+T%T:6QD92]!9&EE<F5S:7,007)I;F<O04400V-E9&EL;&\$O
M16=R879E+T5A8W5T92]8VER8W5M9FQE>`T*+T5D:65R97-I<R]9W)A=F4O
M26%C=71E+TEC:7)C=6UF;&5X+TED:65R97-I<R]%=&@O3G1I;&1E+T]G<F%V
M90T*+T]A8W5T92]8VER8W5M9FQE>"]/=&EL9&4O3V1I97)E<VES+VUU;'1I
M<&QY+T]S;&%S:"]59W)A=F4O56%C=71E#0HO56-I<F-U;69L97@O561I97)E
M<VES+UEA8W5T92]4:&]R;B]G97)M86YD8FQS+V%G<F%V92]A86-U=&4O86-I
M<F-U;69L97@-"B]A=&EL9&4O861I97)E<VES+V%R:6YG+V%E+V-C961I;&QA
M+V5G<F%V92]E86-U=&4O96-I<F-U;69L97@-"B]E9&EE<F5S:7,0:6=R879E
M+VEA8W5T92]I8VER8W5M9FQE>"]I9&EE<F5S:7,0971H+VYT:6QD92]O9W)A
M=F4-"B]O86-U=&4O;V-I<F-U;69L97@O;W1I;&1E+V]D:65R97-I<R]D:79I
M9&4O;W-L87-H+W5G<F%V92]U86-U=&4-"B]U8VER8W5M9FQE>"]U9&EE<F5S
M:7,O>6%C=71E+W1H;W)N+WED:65R97-I<PT*70T*/CX-"F5N9&]B:@T*,2`P
M(&]B:@T*/#P-"B]4>7!E("]O86=E#0HO4&%R96YT(#@@"!2#0HO4F5S;W5R
M8V5S(#,@,"!2#0HO0V)N=&5N=',@,B`P(%(-"CX^#0IE;F1O8FH-"CDE,"!O
M8FH-"CP^#0HO5`EP92`O4&%G90T*+U!A<F5N="`X(#`@4@T*+U)E<V]U<F-E
M<R`Q,2`P(%(-"B]#;VYT96YT<R`Q,"`P(%(-"CX^#0IE;F1O8FH-"C\$R(#`@
M;V)J#0H\/'T*+U1Y<&4@+U!A9V4-"B]087)E;G0@."`P(%(-"B]297-O=7)C
M97,@,30@,"!2#0HO0V)N=&5N=',@,3,@,"!2#0H^/@T*96YD;V)J#0HQ-2`P
M(&]B:@T*/#P-"B]4>7!E("]O86=E#0HO4&%R96YT(#@@"!2#0HO4F5S;W5R
M8V5S(#\$W(#`@4@T*+T-O;G1E;G1S(#\$V(#`@4@T*/CX-"F5N9&]B:@T*."`P
M(&]B:@T*/#P-"B]4>7!E("]O86=E<PT*+TMI9',@6S\$@,"!2(#D@,"!2(#\$R
M(#`@4B`Q-2`P(%)=#0HO0V]U;G0@-`T*+TUE9&EA0F]X(%LP(#`@-C\$R(#\$P
M,#A=#0H^/@T*96YD;V)J#0HR,"`P(&]B:@T*/#P-"B]4>7!E("]#871A;&]G
M#0HO4&%G97,@."`P(%(-"CX^#0IE;F1O8FH-"C(Q(#`@;V)J#0H\/'T*+T-R
M96%T:6]N1&%T92`H1#HQ.3\$P,#`S,38Q-C\$S,3@I#0HO4')O9`5C97(@*%PS
M-S9<,S<W7#`P,\$%<,#`P8UPP,#!R7#`P,&](<,#`P8EPP,#!A7#`P,'1<,#`P
M(%PP,#!\$7#`P,&E<,#`P<UPP,#!T7#`P,&E<,#`P;#PP,#!L7#`P,&5<,#`P
M<EPP,#`@7#`P,#-<,#`P+PPP,#`P7#`P,(I#0H^/@T*96YD;V)J#0IX<F5F
M#0HP(#(R#0HP,#`P,#`P,#`P(#8U-3,U(&8-"C`P,#`P,S8P-#(@,#`P,#`@
M;@T*,#`P,#`P,#`Q-R`P,#`P,"!N#0HP,#`P,#\$P,3<R(#`P,#`P(&X-"C`P
M,#`P,S0T-S8@,#`P,#`@;@T*,#`P,#`S-#4V-B`P,#`P,"!N#0HP,#`P,#,T
M-C4U(#`P,#`P(&X-"C`P,#`P,S0S.3<@,#`P,#`@;@T*,#`P,#`S-C0P,B`P
M,#`P,"!N#0HP,#`P,#,V,3,P(#`P,#`P(&X-"C`P,#`P,3`R.3D@,#`P,#`@
M;@T*,#`P,#`R,34S,R`P,#`P,"!N#0HP,#`P,#,V,C(P(#`P,#`P(&X-"C`P
M,#`P,C\$V-C\$@,#`P,#`@;@T*,#`P,#`S,S,W.2`P,#`P,"!N#0HP,#`P,#,V
M,S\$Q(#`P,#`P(&X-"C`P,#`P,S,U,#<@,#`P,#`@;@T*,#`P,#`S-#S\$U."`P
M,#`P,"!N#0HP,#`P,#,T,C8T(#`P,#`P(&X-"C`P,#`P,S0W-C,@,#`P,#`@
M;@T*,#`P,#`S-C4Q,B`P,#`P,"!N#0HP,#`P,#,V-38X(#`P,#`P(&X-"G1R
M86EL97(-"CP^#0HO4VEZ92`R,@T*+U)O;W0@,C`@,"!2#0HO26YF;R`R,2`P
M(%(-"B]1"!;/#5B86(W,S9E,V8T8F0U.#4T-#,Q83\$P8SDQ-6%C-#B/CPU
M8F%B-S,V93-F-&)D-3@U-#0S,6\$Q,&Y,35A8S0W8CY=#0H^/@T*+W1A<G1X
3<F5F#0HS<C<V,OT*)25%3T8-"@`

end

<TABLE>
<CAPTION>

Subsidiaries of Cleveland-Cliffs Inc ----- Name of Subsidiary -----	Jurisdiction of Incorporation or Organization -----
<S>	<C>
Cleveland-Cliffs Ore Corporation (1), (2)	Ohio
Cliffs and Associates Limited (3)	Trinidad
Cliffs Biwabik Ore Corporation (2)	Minnesota
Cliffs Copper Corp.	Ohio
Cliffs Empire, Inc. (1), (4)	Michigan
Cliffs Engineering, Inc. (1)	Colorado
Cliffs Forest Products Company (1)	Michigan
Cliffs Fuel Service Company (1)	Michigan
Cliffs IH Empire, Inc. (1)	Michigan
Cliffs Marquette, Inc. (1), (2)	Michigan
Cliffs MC Empire, Inc. (1), (4)	Michigan
Cliffs Mining Company	Delaware
Cliffs Mining Services Company	Delaware
Cliffs Minnesota Minerals Company	Minnesota
Cliffs Oil Shale Corp. (2)	Colorado
Cliffs of Canada Limited (1)	Ontario, Canada
Cliffs Reduced Iron Corporation	Delaware
Cliffs Reduced Iron Management Company (5)	Delaware
Cliffs Resources, Inc.	Delaware
Cliffs Synfuel Corp. (2)	Utah
Cliffs TIOP, Inc. (1), (6)	Michigan
Empire-Cliffs Partnership (4)	Michigan
Empire Iron Mining Partnership (7)	Michigan
Escanaba Properties Company (1), (8)	Michigan
Escanaba Properties Partnership (8)	Michigan
Hibbing Taconite Company, a joint venture (9)	Minnesota
Kentucky Coal Company	Delaware
Lake Superior & Ishpeming Railroad Company (10)	Michigan
Lasco Development Corporation (10)	Michigan
Marquette Iron Mining Partnership (2)	Michigan
Minerais Midway Ltee-Midway Ore Company Ltd. (11)	Quebec, Canada
Northshore Mining Company (12)	Delaware
Northshore Sales Company (13)	Ohio
Pickands Erie Corporation (11)	Minnesota
Pickands Hibbing Corporation (9)	Minnesota
Pickands Mather & Co. International	Delaware
Pickands Radio Co. Ltd. (11)	Quebec, Canada
Seignelay Resources, Inc. (11)	Delaware
Silver Bay Power Company (13)	Delaware
Syracuse Mining Company (11)	Minnesota
Tetapaga Mining Company Limited (1)	Ohio
The Cleveland-Cliffs Iron Company	Ohio
The Cleveland-Cliffs Steamship Company (1)	Delaware
Tilden Mining Company L.C. (6)	Michigan
Virginia Eastern Shore Land Co. (1)	Delaware
Wabush Iron Co. Limited (14)	Ohio

</TABLE>

See footnote explanation on page 60.

- (1) The named subsidiary is a wholly-owned subsidiary of The Cleveland-Cliffs Iron Company, which in turn is a wholly-owned subsidiary of Cleveland-Cliffs Inc.
- (2) Marquette Iron Mining Partnership ("Marquette Partnership") is a Michigan partnership. Cleveland-Cliffs Ore Corporation and Cliffs Marquette, Inc., wholly-owned subsidiaries of The Cleveland-Cliffs Iron Company, have a combined 100% interest in the Marquette Partnership. Cleveland-Cliffs Ore Corporation also owns 100% of Cliffs Biwabik Ore Corporation. The Marquette Partnership owns 100% of Cliffs Oil Shale Corp. and Cliffs Synfuel Corp.
- (3) Cliffs and Associates Limited is a Trinidad corporation. Cliffs Reduced Iron Corporation has a 46.5% interest in Cliffs and Associates Limited.

- (4) Empire-Cliffs Partnership is a Michigan partnership. Cliffs MC Empire, Inc. and Cliffs Empire, Inc., wholly-owned subsidiaries of The Cleveland-Cliffs Iron Company, have a combined 100% interest in Empire-Cliffs Partnership.
- (5) The named subsidiary is a wholly-owned subsidiary of Cliffs Reduced Iron Corporation, which in turn is a wholly-owned subsidiary of Cleveland-Cliffs Inc.
- (6) Tilden Mining Company L.C. is a Michigan limited liability company. Cliffs TIOP, Inc., a wholly-owned subsidiary of The Cleveland-Cliffs Iron Company, has a 40% interest in Tilden Mining Company L.C.
- (7) Empire Iron Mining Partnership is a Michigan partnership. The Cleveland-Cliffs Iron Company has a 22.56% indirect interest in the Empire Iron Mining Partnership.
- (8) Escanaba Properties Partnership is a Michigan partnership. Escanaba Properties Company, a wholly-owned subsidiary of The Cleveland-Cliffs Iron Company, has a 87.5% interest in the Escanaba Properties Partnership.
- (9) Cliffs Mining Company has a 10% and Pickands Hibbing Corporation, a wholly-owned subsidiary of Cliffs Mining Company, has a 5% interest in Hibbing Taconite Company, a joint venture.
- (10) Cliffs Resources, Inc. owns a 99.5% interest in Lake Superior & Ishpeming Railroad Company. Lasco Development Corporation is a wholly-owned subsidiary of Lake Superior & Ishpeming Railroad Company.
- (11) The named subsidiary is a wholly-owned subsidiary of Cliffs Mining Company, which in turn is a wholly-owned subsidiary of Cleveland-Cliffs Inc.
- (12) The named subsidiary is a wholly-owned subsidiary of Cliffs Minnesota Minerals Company, which in turn is a wholly-owned subsidiary of Cleveland-Cliffs Inc.
- (13) The named subsidiary is a wholly-owned subsidiary of Northshore Mining Company, which in turn is a wholly-owned subsidiary of Cliffs Minnesota Minerals Company.
- (14) Wabush Iron Co. Limited is an Ohio corporation. Cliffs Mining Company owns a 60.16% interest in Wabush Iron Co. Limited, which owns 37.87% interest in Wabush Mines.

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in Post-Effective Amendment Number 1 to the Registration Statement (Form S-8 No. 33-4555) pertaining to the Restricted Stock Plan of Cleveland-Cliffs Inc, in the Registration Statement (Form S-8 No. 33-208033) pertaining to the 1987 Incentive Equity Plan of Cleveland-Cliffs Inc and the related prospectus, in the Registration Statement (Form S-8 No. 333-30391) pertaining to the 1992 Incentive Equity Plan (as amended and restated as of May 13, 1997) and the related prospectus, in the Post-Effective Amendment Number 1 to the Registration Statement (Form S-8 No. 33-56661) pertaining to the Northshore Mining Company and Silver Bay Power Company Retirement Savings Plan and the related prospectus, in the Registration Statement (Form S-8 No. 333-06049) pertaining to the Cleveland-Cliffs Inc Nonemployee Directors' Compensation Plan and in the Registration Statement (Form S-8 No. 333-84479) pertaining to the 1992 Incentive Equity Plan (as amended as of May 11, 1999) and the related prospectus of our report dated January 28, 2000, with respect to the consolidated financial statements and schedule of Cleveland-Cliffs Inc and consolidated subsidiaries included in this Annual Report (Form 10-K) for the year ended December 31, 1999.

/s/ Ernst & Young LLP

Cleveland, Ohio
March 13, 2000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Directors and officers of Cleveland-Cliffs Inc, an Ohio corporation ("Company"), hereby constitute and appoint John S. Brinzo, Cynthia B. Bezik, Joseph H. Ballway, Jr., and John E. Lenhard and each of them, their true and lawful attorney or attorneys-in-fact, with full power of substitution and revocation, for them and in their name, place and stead, to sign on their behalf as a Director or officer of the Company, or both, as the case may be, an Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 on Form 10-K for the fiscal year ended December 31, 1999, and to sign any and all amendments to such Annual Report, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney or attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as they might or could do in person, hereby ratifying and confirming all that said attorney or attorneys-in-fact or any of them or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Executed as of the 14th day of March, 2000.

/s/ J. S. Brinzo ----- J. S. Brinzo Chairman and Chief Executive Officer and Director (Principal Executive Officer)	/s/ J. C. Morley ----- J. C. Morley, Director
/s/ J. D. Ireland ----- J. D. Ireland, Director	/s/ S. B. Oresman ----- S. B. Oresman, Director
/s/ G. F. Joklik ----- G. F. Joklik, Director	/s/ A. Schwartz ----- A. Schwartz, Director
/s/ L. L. Kanuk ----- L. L. Kanuk, Director	/s/ C. B. Bezik ----- C. B. Bezik Senior Vice President-Finance (Principal Financial Officer)
/s/ F. R. McAllister ----- F. R. McAllister, Director	/s/ R. J. Leroux ----- R. J. Leroux Controller (Principal Accounting Officer)
/s/ A. A. Massaro ----- A. A. Massaro, Director	

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM STATEMENTS OF CONSOLIDATED INCOME, CONSOLIDATED FINANCIAL POSITION AND COMPUTATION OF EARNINGS PER SHARE AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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Cleveland-Cliffs Inc and Consolidated Subsidiaries
 Schedule II - Valuation and Qualifying Accounts
 (Dollars in Millions)

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Balance at End of Year	Classification	Balance at Beginning of Year	Additions		Deductions
			Charged to Cost And Expenses	Charged to Other Accounts	
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<C>					
Year Ended December 31, 1998:					
\$ 9.5	Reserve for Capacity Rationalization	\$19.9	\$ --	\$ --	\$10.4
2.2	Allowance for Doubtful Accounts	1.0	1.2	--	--
4.1	Other	7.4	--	--	3.3
Year Ended December 31, 1997:					
\$19.9	Reserve for Capacity Rationalization	\$33.7	\$4.2	\$ --	\$18.0
1.0	Allowance for Doubtful Accounts	1.1	--	--	.1
7.4	Other	8.3	.1	--	1.0
Year Ended December 31, 1996:					
\$33.7	Reserve for Capacity Rationalization	\$34.8	\$6.6	\$ --	\$ 7.7
1.1	Allowance for Doubtful Accounts	7.7	--	--	6.6
8.3	Other	12.8	.7	1.5	6.7

Additions charged to other accounts in 1996 were charged to revenues.

Deductions to the reserve for capacity rationalization represent charges associated with idle expense in 1998, 1997 and 1996. Deductions to the allowance for doubtful accounts in 1996 represent write-off of bankruptcy receivables against the reserve.

begin 666 DOC.PDF

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M=",@8VAA<G1E<EPI*51J#0HM-RXQ-B`M,2XQ,B!41`T*,3<N,CD@5&,-"ELH
M("I,34W.#`H("E=5\$H-"B] &,B`Q(%1F#0HW+C<@+3\$N,3@05\$0-"C`@5&, -
M"ELH3VAI;RDM,30Y-#<N.2@S-"TQ-#8T-C<R*5U42@T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@,3`T+C@U(#8U-BXP,2!4;0T*6RA<*%-T871E(&]R(&]T:&5R(&IU
M<FES9&EC=&EO;B!09B!I;F-O<G!O<F%T:6]N7"DI+30W.34N.2A<*\$DN4BY3
M+B!%;7!L;WEE<B!)9&5N=&EF:6-A=&EO;B!.;RY<*2E=5\$H-"B] &,B`Q(%1F
M#0HQ,B`P(#`@,3(@,3<X+C4S(#8R."XT,2!4;0T**\$Q,#`@4W5P97)I;W(@
M079E;G5E+"!#;&5V96QA;F0L(\$]H:6\@-#0Q,30M,C4X.2E4:@T*,`XS,B`M
M,2XQ,B!41`T**\$PH061D<F5S<R!09B!P<FEN8VEP86P@97AE8W5T:79E(&]F
M9FEC97-<*2!<*&II<#!#;V1E7"DI5&H-"B] &-`Q(%1F#0HM,RXT,B`M,2XQ
M,B!41`T**%)E9VES=")A;G1<,C(R<R!T96QE<&AO;F4@;G5M8F5R+"!I;F-L
M=61I;F<@87)E82!C;V1E.B!<*#(Q-EPI(#8Y-"TU-S`P*51J#0HP+C0X("TQ
M+C\$R(%1\$#0HH7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?
M7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?7U]?
M5\$0-"BA314-54DE42453(%`%)1TE35\$52140@4%524U5!3E0@5\$@\@4T5#5\$E/
M3B`Q,EPH8EPI(\$]&(%1(12!!0U0Z*51J#0HO1C@,2!49@T*,2XX."`M,2XQ
M-B!41`T*,30N.34@5&,-"ELH("I,3,V.#`H("E=5\$H-"C,N-S8@+3(N,C@
M5\$0-"C`@5&,-"BA4:71L92!09B!%86-H(\$-L87-S*51J#0HQ-"XX,B`Q+C\$R
M(%1\$#0HH3F%M92!09B!%86-H(\$5X8VAA;F=E*51J#0HP+C<V("TQ+C\$R(%1\$
M#0HH;VX@5VAI8V@4F5G:7-T97)E9"E4:@T*150-"C`N-2!`#0HS,#4N.3<@
M-3\$T+C8U(&T-"C\$R,RXX,2`U,30N-C4@;`T*,3(S+C@Q(#4Q-"XV-2!M#0HQ
M,C,N.#\$@-3\$T+C\$W(&P-"E,-"C`@1PT*,3(S+C@Q(#4Q-"XQ-R!M#0HS,#4N
M.3<@-3\$T+C\$W(&P-"C,P-2XY-R`U,30N,3<@;0T*,S`U+CDW(#4Q-"XV-2!L
M#O I3#0HP+C4@1PT*-&@X+C,W(#4Q-"XV-2!M#0HS,CON-#4@-3\$T+C8U(&P-
M"C,R-"XT-2`U,30N-C4@;0T*,S(T+C@U(#4Q-"XQ-R!L#O I3#0HP(\$<-"C,R
M-"XT-2`U,30N,3<@;0T*-&@X+C,W(#4Q-"XQ-R!L#0HT.#@N,S<@-3\$T+C\$W
M(&T-"COX."XS-R`U,30N-C4@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`Q,C@N-C\$@
M-3`Q+C@U(%1M#0HH0V]M;6]N(%-H87)E<R!<,C(W(!A<B!V86QU92`D,2XP
M,"I5&H-"C4N,S@+3\$N,3(@5\$0-"BAP97(@<VAA<F4I5&H-"C\$Q+C0V(#\$N
M,3(@5\$0-"BA.97<@66]R:R!3=&]C:R!%&-H86YG92!A;F0I5&H-"C\$N,C@
M+3\$N,3(@5\$0-"BA#:&EC86=O("T;V-K(\$5X8VAA;F=E*51J#0HM,C\$N,#@
M+3(N,R!41`T**%-0U52251)15,@4D5'25-415)%1"!055)354%.5"!43R!3
M14-424].(#\$R7"AG7"D@3T8@5\$A%(\$%#5#H@3D].12`I5&H-"BTU+C8R("TR
M+C,@5\$0-"B@@"("`@("!);F1I8V%T92!B>2!C:&5C:R!M87)K('=H971H97(@
M=&AE(')E9VES=")A;G0@7"Q7"D@: &\$S(&9I;&5D(&\$L;"!R97!O<G1S(')E
M<75I<F5D('1O(&)E(&9I;&5D(&)Y(%-E8W1I;VX@,3,@;W(@,35<* &1<*2`I
M5&H-"C`@+3\$N,3(@5\$0-"BAO9B!T:&4@4V5C=7)I=&EE<R!%&-H86YG92!!
M8W0@;V8@,3DS-"!D=7)I;F<@=&AE('!R96-E9&EN9R`Q,B!M;VYT:'@7"AO
M<B!F;W(@<W5C:"!S:&]R=&5R('!E<FEO9"!T:&%(T('1H92`I5&H-"E0J#0HH
M<F5G:7-T<F%N="!W87,@<F5Q=6ER960@=&\@9FEL92!S=6-H(')E<]&]R='<
M*2P@86YD(%PH,EPI(&AA<R!B965N(' -U8FIE8W0@=&\@<W5C:"!F:6QI;F<@
M<F5Q=6ER96UE;G1S(&9O<B!T:&4@&=&\$S=" `I5&H-"EOJ#0I;`*#DP(&1A>7,N
M(%E%4R`I+3,W+C<H("!"8("I751*#O I%5`T*.30N-S<@,SDQ+C(Y(&T-"C\$Q
M-2XX.2`S.3\$N,CD@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`Q,34N.#D@,SDR+C0Y
M(%1M#0I;*`@(" `@(\$Y/("DM-C4N."@@"("`@("E=5\$H-"D54#0HQ-34N,#\$@
M,SDQ+C(Y(&T-"C\$W,"XV,2`S.3\$N,CD@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`R
M-2XV-2`S-CON.#D@5&T-"B@@"("`@("!);F1I8V%T92!B>2!C:&5C:R!M87)K
M(&EF(&1I<V-L;W-U<F4@;V8@9&5L:6YQ=65N="!F:6QE<G,@<'5R<W5A;G0@
M=&\@271E;2`T,#4@;V8@=&AE(%`%)E9W5L871I;VX@4RU+(&ES(&YO=" `I5&H-
M"EOJ#0HH8V]N=&\$I;F5D(&AE<F5I;BP@86YD('=I;&P@;F]T(&%)E(&-O;G1A
M:6YE9"PE=&\@&=&AE(')E=&EN9R!A;F0@;F]N+790=&EN9R!S=&]C:R!H96QD(&)Y
M<G0@24E)(&]F('1H:7,@1F]R;2`Q,"U+&]R(&%N>2!A;65N9&UE;G0@=&\@
M=&AI<R!&W)M(#\$P+4LN(%L@6"!)="E4:@T*, "`M,BXS(%1\$#0HH("`@(" `@
M07,@;V8@36%R8V@@,2P@,C`P,"P@=&AE(&%G9W)E9V%T92!M87)K970@=F%L
M=64@;V8@=&AE('90=&EN9R!A;F0@;F]N+790=&EN9R!S=&]C:R!H96QD(&)Y
M(&YO;BUA9F9I;EA=&S5(&]F("E4:@T*, "`M,2XQ,B!41`T**'1H92!R96=I
M<W1R86YT+"!B87-E9"!O;B!T:&4@8VQO<VEN9R!P<FEC92!09B`D,C0N,3(U
M('!E<B!S:&%R92!A<R!R97!O<G1E9"!O;B!T:&4@3F5W(%EO<FL@4W108VL@
M17AC:&%N9V4@+2`I5&H-"E0J#0HH0V]M<@]S:71E(\$EN9&5X('=A<R`D,C0V
M+@0S-RPR.#4@7"AE>&-L=61E9"!<F<]M('1H:7,@9FEG=7)E(&ES('1H92!V
M;W1I;F<@<W108VL@8F5N969I8VEA;&QY(&]W;F5D(&%)Y('1H92`I5&H-"E0J
M#0HH<F5G:7-T<F%N=%PR,C)S(&]F9FEC97)S(&%N9"!D:7)E8W1O<G-<*2X@
M*51J#0HP("TR+C,@5\$0-"B@@"("`@("!4:&4@;G5M8F5R(&]F(' -H87)E<R!O
M=71S=&%N9&EN9R!09B!T:&4@<F5G:7-T<F%N=%PR,C)S("OQ+C`P('!A<B!V

M86QU92!C;VUM;VX@<W108VL@=V%S(#\$P+#8V-2PW-38@87,@;V8*51J#0HP
M("TQ+C\$R(%1\$#0HH36%R8V@,2P@,C`P,"X@*51J#0I%5`T*,"XU(\$<-C4X
M-BXU,R`R,CON-S,@;0T*,C4N-C4@,C(T+C<S(&P-"C(U+C8U(#(R-"XW,R!M
M#OHR-2XV-2`R,CON,C4@;`T*4PT*,"!`#OHR-2XV-2`R,CON,C4@;0T*-3@V
M+C4S(#(R-"XR-2!L#0HU.#8N-3,@,C(T+C(U(&T-"C4X-BXU,R`R,CON-S,@
M;`T*4PT*0E0-"B]&R`Q(%1F#0HQ,B`P(#`@,3(@,38X+C(Q(#(Q,"XX,2!4
M;0T**\$1/0U5-14Y44R!)3D-/4E!/4D%4140@0ED@4D5&15)%3D-*\$51J#0HO
M1C0@,2!49@T*+3\$Q+C@X("TR+C,T(%1\$#0I;*\$N*2TQ,@"@*2TQ,##\$P*!O
M<G1I;VYS(&J(')E9VES=')A;G1<,C(R<R`Q.3DY(\$%N;G5A;"!297!O<G0@
M=&@4VAA<F5H;VQD97)S(&%R92!F:6QE9"!A<R!%>&AI8FET<R`Q,UPH85PI
M('1H<F]U9V@,3-<*I<*2!A;F0@87)E("E=5\$H-"C(N,#(@+3\$N,3(@5\$0-
M"BAI;F-O<G!O<F%T960@8GD@<F5F97)E;F-E(&EN=&\@4&%R=',@22P@24D@
M86YD(\$E6+BE4:@T*+3(N,#(@+3\$N,B!41`T*6R@R+BDM,3`H("DM,3`Q,"A0
M;W)T:6]N<R!O9B!R96=I<W1R86YT7#(R,G,@4')O>`D@4W1A=&5M96YT(&9O
M<B!T:&4@06YN=6%L(\$UE971I;F<@;V8@4VAA<F5H;VQD97)S('-C:&5D=6QE
M9"!T;R!B92!H96QD(\$UA>2`Y+`"I751*#OHR+C`R("TQ+C\$R(%1\$#0HH,C`P
M,"!A<F4@:6YC;W)P;W)A=&5D(&N)Y(')E9F5R96YC92!I;G1O(!A<G0@24E)
M+BE4:@T*150-"C`N-2!#0HU.#8N-3,@,3,W+C\$S(&T-"C(U+C8U(#\$S-RXQ
M,R!L#OHR-2XV-2`Q,S<N,3,@;0T*,C4N-C4@,3,V+C8U(&P-"E,-"C`@1PT*
M,C4N-C4@,3,V+C8U(&T-"C4X-BXU,R`Q,S8N-C4@;`T*-3@V+C4S(#\$S-BXV
M-2!M#0HU.#8N-3,@,3,W+C\$S(&P-"E,-"C`N-2!G#OHR-2XV-2`Q,S,N,#4@
M-38P+C@X("TR+C@X(')E#0IF#0I"5`T*,3(@,"`P(#\$R(#,P,RXP.2`Q,#,N
M,CD@5&T-"C`@9PT**\$@*51J#0I%5`T*96YD<W1R96%M#0IE;F108FH-"C\$Q
M(#`@;V)J#0H\/'`T*+U!R;V-3970@6R]0!\$8@+U!E>'0@70T*+T9O;G0@/#P-
M"B]@,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@-B`P(%(-"CX^#0HO17AT1U-T
M871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*/CX-"F5N9@]B:@T*,3,@,"!08FH-
M"CP\#0HO3&5N9W1H(#0R.#`-"CX^#0IS=')E86T-"D)4#0HO1C(@,2!49@T*
M,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,"!G#0HO1U,Q(&S#0HP(%1C
M#0HP(%1W#0HH("`@("`@("`@("`@("`@*51J#0HO1C,@,2!49@T*,414U3
M-R`M,BXS-B!41`T**%!!4E0@22E4:@T*+3(Q+C@+3(N-"!41`T**\$E,C14U3
M(#\$@04Y\$(#(N(\$)54TE.15-3(\$%.1"!04D]015)42453+BE4:@T*,3DN-"`M
M,BXT(%1\$#0HH24Y44D]\$54-424]*51J#0HO1C0@,2!49@T*+3\$Y+C0@+3(N
M,M,S0@5\$0-"B@@"`@("!"#;&5V96QA;F0M0VQI9F9S(\$EN8R!<*&EN8VQU9&EN
M9R!I=',@8V]N<V]L:61A=&5D(')-U8G-I9&EA<FEE<RP@&AE(%PR,C-#;VUP
M86YY7#(R-#PI(&ES('1H92!S=6-C97-S;W(@=&\@8G5S:6YE<W,@*51J#0HP
M("TQ+C\$R(%1\$#0HH96YT97)P<FES97,@=VAO<V4@8F5G:6YN:6YG<R!C86X@
M8F4@=')A8V5D('1O(&5A<FQI97(@=&AA;B`Q.#4P+B!4:&4@0V]M<&%N>5PR
M,C)S(&AE861Q=6%R=&5R<R!A<F4@870@,3\$P,"!3=7!E<FEO<B`I5&H-"E0J
M#0HH079E;G5E+"!#;&5V96QA;F0L(\$]H:6\@-#0Q,30M,C4X.2P@86YD(&ET
M<R!T96QE<A@;F4@;G5M8F5R(&ES(%PH,C\$V7`D@-CDT+34W,#`N("E4:@T*
M+T8S(#\$@5&8-"C(P+CDV("TR+C,V(%1\$#0HH0E5324Y%4U,I5&H-"B]&-`Q
M(%1F#0HM,C`N.38@+3(N,S0@5\$0-"B@@"`@("!"4:&4@0V]M<&%N>2!H87,@
M='O(&)U<VEN97-S('E9VUE;G1S(&]F9F5R:6YG(&1I9F9E<FEN9R!I<F]N
M('!R;V1U8W1S(&%N9"!S97)V:6-E<R!T;R!T:&4@<W1E96P@:6YD=7-T<GDL
M('I=&@*51J#0HP("TQ+C\$R(%1\$#0HH:7)O;B!O<F4@8F5I;F<@=&AE(\$-O
M;7!A;GE<,C(R<R!D;VUI;F%N="!S96=M96YT(&%N9"!F97)R;W5S(&UE=&%L
M;&EC<R!B96EN9R!T:&4@;W1H97(@<V5G;65N="X@5&AE(&9E<G)O=7,@*51J
M#0I4@T**&UE=&%L;&EC<R!S96=M96YT(&-O;G-I<W1S(&]F(&\$@:&]T(&)R
M:7%U971T960@:7)O;B!V96YT=7)E('!R;VIE8W0@;&]C871E9"!I;B!4<FEN
M:61A9"!A;F0@5&]B86=O(&%N9"!O=&AE<B`I5&H-"E0J#0HH9&5V96QO<&UE
M;G1A;"!A8W1I=FET:65S+B!4:&4@0V]M<&%N>2!I<R!P=7)S=6EN9R!A9&1I
M=&EO;F%L(&EN=F5S=&UE;G0@;W!P;W)T=6YI=&EE<RP@9&]M97-T:6-A;&QY
M(&%N9"!I5&H-"E0J#0HH:6YT97)N871I;VYA;&QY+"!T;R!B<F]A9&5N(&ET
M<R!S8V]P92!A<R!A('U<`!L:65R(&]F(&ER;VX@=6YI=',@=&\@=&AE(')-T
M965L(&EN9`5S=')Y+"!I;F-L=61I;F<@:6YV97-T;65N=',@:6X@:7)O;B!O
M<F4@*51J#0I4*`T**!E;&QE="!O<B!F97)R;W5S(&UE=&%L;&EC<R!F86-I
M;&ET:65S+B`I5&H-"B]&,R`Q(%1F#0HR,2XT."`M,BXS-B!41`T**\$ER;VX@
M3W)E*51J#0I%5`T*,"!#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(&M="!D#0HQ
M(&D@#0HR.#,N-#@\$-C8V+C@Q(&T-"C,R.2XP,2`V-C8N.#\$@;`T*4PT*0E0-
M"B]&-`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@-COP+C\$W(%1M#0HH("`@("`@
M5&AE(\$-O;7!A;GD@;W<N<R@P@9&ER96-T;'D@;W(@:6YD:7)E8W1L>2P@=&AR
M964@;6%J;W(@:7)O;B!O<F4@;W!E<F%T:6YG(')-U8G-I9&EA<FEE<RP@5&AE
M(\$-L979E;&%N9"U#;&EF9G,@*51J#0HP("TQ+C\$R(%1\$#0HH27)O;B!#;VUP
M86YY(%PH7#(R,T-#24-<,C(T7"DL(\$-L:69F<R!-:6YI;F<@0V]M<&%N>2!<
M*%PR,C-#34-<,C(T7"D@86YD(\$YO<G1H<VAO<F4@36EN:6YG(\$-O;7!A;GD@
M7"Ac,C(S3F]R=&AS:}&]R95PR,C1<*2X@*51J#0I4*`T**\$-#24,@86YD(\$--
MOR!H;VQD(&EN=&5R97-T<R!I;B!V87)I;W5S(&EN9&5P96YD96YT(&ER;VX@
M;W)E(&UI;FEN9R!V96YT=7)E<R!<*%PR,C-M:6YI;F<@=F5N='5R97-<,C(T
M7"D@86YD(&%C="!A<R`I5&H-"E0J#0HH;6%N86=I;F<@86=E;G1S+B!4:&4@
M;W!E<F%T:6]N<R!O9B!;"W)T:'-H;W)E(&UA;F%G92!A;F0@;W-N(&EN=&5R97-T<R!I
M>2!T:&4@0V]M<&%N>2X@0V]L;&5C=&EV96QY+"!#0TE#+"!#34,@86YD("E4
M:@T*5`H-"BA.;"W)T:'-H;W)E(&UA;F%G92!A;F0@;W-N(&EN=&5R97-T<R!I
M;B!M:6YE<SL@<V5L;"!I<F]N(&]R92!P96QL971S.R!C;VYT<F]L+"!D979E
M;&]P+"!A;F0@;&5A<V4@<F5S97)V97,@=&\@;6EN92`I5&H-"E0J#0HH;W=N
M97)S.R!A;F0@<')O=FED92!A;F-I;&QA<GD@<V5R=FEC97,@=&\@=&AE(&UI
M;F5S+B!4:&4@;W!E<F%T:6]N<R!O9B!E86-H(&UI;F4@87)E(&EN9&5P96YD
M96YT(&]F('1H92!O=&AE<B`I5&H-"E0J#0HH;6EN97,N(\$ER;VX@;W)E('!R
M;V1U8W1I;VX@86-T:79I=&EE<R!A<F4@8V]N9`5C=&5D(&EN('1H92!5;FET
M960@4W1A=&5S(&%N9"!#86YA9&\$N(\$ER;VX@;W)E(&ES(&UA<FME=&5D(&)Y
M('1H92`I5&H-"E0J#0HH<W5B<VED:6%R:65S(&EN('1H92!5;FET960@4W1A
M=&5S+"!#86YA9&\$L(&%N9"!%=7)O<4N("E4:@T*,"`M,BXS(%1\$#0HH("`@
M("`@1F]R(&EN9F]R;6%T:6]N(&]N('1H92!I<F]N(&]R92!B=7-I;F5S<R@P
M:6YC;'5D:6YG(')O>6%L=&EE<R!A;F0@;6%N86=E;65N="!F965S(&9O<B!T
M:&4@>65A<G,@,3DY-RTQ.3DY+"!S964@*51J#0HP("TQ+C\$R(%1\$#0HH3F]T
M92`R(&EN('1H92!.;W1E<R!T;R!T:&4@0V]M<&%N>5PR,C)S(\$-O;G-O;&ED

M871E9"!&:6YA;F-I86P@4W1A=&5M96YT<R!;B!T:&4@0V]M<&%N>5PR,C)S
M(\$%N;G5A;"1297!O<G0@=&\@*51J#0I4*@T**%-E8W5R:71Y(\$AO;&1E<G,@
M9F]R('1H92!Y96%R(&5N9&5D(\$1E8V5M8F5R(#,Q+"`Q.3DY+"!W:&EC:"!
M;W1E(#(@:7,@8V]N=&%I;F5D(&EN(\$5X:&EB:70@,3-<*=&*<2!A;F0@*51J
M#0I4*@T**&EN8V]R<&]R871E9"!H97)E:6X@8GD<<F5F97)E;F-E(&%N9"!M
M861E(&\$@<&%R="!H97)E;V8N("E4:@T*,"`M,BXS(%1\$#0HH("`@("0T-)0R!
O=VYS(&]R M(&EN9F]R;6%T:6]N(&-O;F-E<FYI;F<@;W!E<F%T:6]N<R!O9B!
T:&4@0V]M M<&%N>2P@<V5E(&UA=&5R:6%L('5N9&5R('1H92!H96%D:6YG(%PR,C-3=6UM
M87)Y(&]F(\$9I;F%N8VEA;"`I5&H-"C`@+3\$N,3(@5\$0-"BAA;F0@3W1H97(@
M4W1A=&ES=&EC86P@1&%T85PR,C0@:6X@=&AE(\$-O;7!A;GE<C(R<R!;!;FYU
M86P@4F5P;W)T('1O(%-E8W5R:71Y(\$AO;&1E<G,@9F]R('1H92!Y96%R(&5N
M9&5D(\$1E8V5M8F5R(#,Q+"`I5&H-"E0J#0HH,3DY.2P@=VAI8V@04W5M;6%R
M>2!O9B!&:6YA;F-I86P@86YD(\$]T:&5R(%-T871I<W1I8V%L(\$1A=&\$@:7,@
M8V]N=&%I;F5D(&EN(\$5X:&EB:70@,3-<*=&I<*2!A;F0@:6YC;W)P;W)A=&5D
M(&AE<F5I;B`I5&H-"E0J#0HH8GD<<F5F97)E;F-E(&%N9"!M861E(&\$@<&%R
M="!H97)E;V8N("E4:@T*,"`M,BXS(%1\$#0HH("`@("0T-)0R!
O=VYS(&]R M(&AO;&1S(&QO;F<M=&5R;2!L96%S96AO;&0@:6YT97)E<W1S(&EN(&%C=&EV
M92!.;W)T:"!;!;65R:6-A;B!P<F]P97)T:65S(&-O;G1A:6YI;F<@86X@97-T
M:6UA=&5D("E4:@T*,"`M,2XQ,B!41`T**#N-2!B:6QL:6]N('1O;G,@;V8@
M8W)U9&4@:7)O;B!O<F4@<F5S97)V97,@7"AA<!R;WAI;6%T96QY(#0X-B!M
M:6QL:6]N('1O;G,@;V8@97%U:79A;&5N="!S=&%N9&%R9"!I<F]N(&]R92!P
M96QL971S7"DN("E4:@T*5"H-"BA#0TE#+"!#34,@86YD(\$YO<G1H<VAO<F4@
M;6%N86=E("-I>"!A8W1I=F4@;6EN97,@:6X@3F]R=&@06UE<FEC82!W:71H
M(&\$@=&]T86P@<F%T960@86YN=6%L(&-A<&%C:71Y(&]F("E4:@T*5"H-"B@T
M,2XV(&UI;&QI;VX@=&]N<R!A;F0@;W=N(&5Q=6ET>2!I;G1E<F5S=",@:6X@
M9FEV92!O9B!T:&5S92!M:6YE<R!<*`-E92!486)L92!O;B!P86=E(#1<2X@
M*51J#0HP("TR+C,@5\$0-"B@@("`@("0TE#+"!#34,@86YD(\$YO<G1H<VAO
M<F5<,C(R<R!5;FET960@4W1A=&5S('!R;W!E<G1I97,@:6YC;'5D92!T=V\
M86-T:79E(&]P96XM<&ET(&UI;F5S(&%N9"!P96QL970@<&QA;G1S+"!O;B`I
M5&H-"C`@+3\$N,3(@5\$0-"BAT:&4@36%R<75E='1E(%A;F=E(&]F('1H92!5
M<'!E<B!096YI;G-U;&\$@;V8@36EC:&EG86XL(&%N9"!T:')E92!A8W1I=F4@
M;W!E;BUP:70@;6EN97,@86YD('!E;&QE="!P;&%N=",@;VX@=&AE("E4:@T*
M5"H-"BA-97-A8FD@4F%N9V4@:6X@36EN;F5S;W1A+B!#34,@86-T<R!O;FQY
M(&EN('1H92!C87!A8VET>2!O9B!M86YA9V5R(&%T(&]N92!O9B!T:&4@365S
M86)I(%A;F=E(&9A8VEL:71I97,N(%1W;R`I5&H-"E0J#0HH<F%I;')O861S
M+"!O;F4@;V8@=VAI8V@<:7,@.3DN-24@;W=N960@8GD@82!S=6)S:61I87)Y
M(&]F("E4:@T*,C,N,3(@+3(N,R!41`T**#(@*51J#0I5`T*96YD<W1R96%M
M#0IE;F1O8FH-"CST(#`@;V)J#0H\/'T**+U!R;V-3970@6R]01\$8@+U1E>'0@
M70T**+T9O;G0@/#P-"B]@,B`T(#`@4@T**+T8S(#4@,"!2#0HO1C0@-B`P(%(-
M"CX^#0HO17AT1U-T871E(#P#0HO1U,Q(#<@,"!2#0H^/@T*/CX-"F5N9&]B
M:@T*,38@,"!O8FH-"CP\#0HO3&5N9W1H(#0V,3D-"CX^#0IS=")E86T-"D)4
M#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,"!G#0HO
M1U,Q(&=S#0HP(%1C#0HP(%1W#0HH("`@("`@("`@("`@("`@("`@*51J#0HP
M("TR+C,@5\$0-"BAT:&4@0V]M<&%N>2P@;&EN:R!T:&4@36%R<75E='1E(%A
M;F=E('I=&@03&%K92!-:6-H:6=A;B!A="!T:&4@;&]A9&EN9R!P;W)T(\$]F
M(\$5S8V%N86)A(&%N9"!W:71H(\$QA:V4@*51J#0HP("TQ+C\$R(%1\$#0HH4W5P
M97)I;W(@870@=&AE(&QO861I;F<@<&]R="!O9B!-87)Q=65T=&4N(\$9R;VT@
M=&AE(\$UE<V%B:2!286YG92P@<&5L;&5T<R!A<F4@=")A;G-P;W)T960@8GD@
M<F%I;!"!T;R!S:&EP;&]A9&EN9R`I5&H-"E0J#0HH<]R=",@870@4W5P97)I
M;W(L(%=I<V-O;G-I;B!A;F0@5&%C;VYI=&4@2&@R8F]R+"!-:6YN97-O=&\$N
M(\$%T(\$YO<G1H<VAO<F4L(&-R=61E(&]R92!I<R!S:&EP<&5D(&)Y(')A:6P@
M9G)O;2!T:&4@*51J#0I4*@T**&UI;F4@=&\@<')O8V5S<VEN9R!F86-I;&ET
M:65S(&%T(%-I;'9<E<B!"87DL(\$UI;FYE<V]T82P@86QS;R!T:&4@=7!P97(@
M;&%K97,@<]R="!O9B!S:&EP;65N="X@26X@861D:71I;VXL(&EN(\$-A;F%D
M82P@*51J#0I4*@T**!H97)E(&ES(&%N(&]P96XM<&ET(&UI;F4@86YD(&-O
M;F-E;G1R87!O<B!A="!786)U<V@L(\$QA8G)A9&]R+"!1.97=F;W5N9&QA;F0@
M86YD(&\$@<&5L;&5T('!L86YT(&%N9"!D;V-K(&9A8VEL:71Y("E4:@T*5"H-
M"BAA="!O;VEN=&4@3F]I<F4L(%U96)E8RX@070@5V%B=7-H(\$UI;F5S+"!C
M;VYC96YT<F%T97,@87)E('H:7!P960@8GD@<F%I;!"!F<F]M('1H92!38W5L
M;'D@36EN92!A="!786)U<V@=&\@*51J#0I4*@T**!O:6YT92!.;VER92!W
M:&5R92!T:&5Y(&%R92!P96QL971I>F5D(&9O<B!S:&EP;65N="!V:6\$@=F5S
M<V5L('1O(\$-A;F%D82P@86YI=&5D(%-T871E<R!A;F0@175R;W!E(&]R('H
M:7!P960@87,@*51J#0I4*@T**&-O;F-E;G1R871E<R!F;W(@<VEN=&5R(&9E
M960@=&\@175R;W!E+B`I5&H-"C`@+3(N,R!41`T**`@("`@(\$-#24,@&5A
M<V5S(&]R('U8FQE87-E<R!I=",@<F5S97)V97,@=&\@8V5R=&%I;B!M:6YI
M;F<@=F5N='5R97,@=VAI8V@<&%Y(')O>6%L=&EE<R!T;R!#0TE#(&]N('U
M8V@<F5S97)V97,@*51J#0HP("TQ+C\$R(%1\$#0HH8F%S960@;VX@=&AE('1O
M;FYA9V4@86YD('1H92!I<F]N(&-O;G1E;G0@;V8@:7)O;B!O<F4@<')O9'5C
M960N(%1H92!R;WEA;'1Y(')A=&5S(&]N(&QE87-E9"!O<B!S=6)L96%S960@
M<F5S97)V97,@87)E("E4:@T*5"H-"BAS=6)J96-T('1O('!E<F59@&EC(&%D
M:G5S=&UE;G1S(&)A<V5D(&]N(&-H86YG97,@:6X@=&AE(\$)U<F5A=2!O9B!
M86)O<B!3=&%T:7-T:6-S('!R;V1U8V5R('!R:6-E(&EN9&5X(&9O<B!A;&P@
M*51J#0I4*@T**&-O;6UO9&ET:65S(&]R(&]N(&-E<G1A:6X@:7)O;B!O<F4@
M86YD('T965L('!R:6-E(&EN9&EC97,N(%1H92!M:6YI;F<@=F5N='5R97,L
M(&5X8V5P="!F;W(@3%16(%-T965L(\$UI;FEN9R`I5&H-"E0J#0HH0V]M<&%N
M>2!W:&EC:"!I<R!W:&]L;'DM;W=N960@8GD@3%16(%-T965L(\$-O;7!A;GDL
M(&EN8VQU9&4@87,@<%R=&EC:7!A;G1S(\$-#24,@;W(@0TU#(&%N9"!S=&5E
M;"`I5&H-"B]@&-`Q(%1F#0I4*@T**!R;V1U8V5R<R!<O*#H;R!A<F4@7#(R
M;W!A<G1I8VEP86YT<UPR,C0@96ET:&5R(&1I<F5C=&QY(&]R('1H<F]U9V@<
M<W5B<VED:6%R:65S7"DN("E4:@T*,"`M,BXS(%1\$#0HH("`@("0T-)0R!
A M;F0@0TU#+"!P=7)S=6%N="!T;R!M86YA9V5M96YT(&%G<F5E;65N=",@=VET
M:"!T:&4@<&%R=&EC:7!A;G1S(&AA=FEN9R!O<&5R871I;F<@:6YT97)E<W1S
M(&EN('1H92`I5&H-"C`@+3\$N,3(@5\$0-"BAM:6YI;F<@=F5N='5R97,L(&UA
M;F%G92!T:&4@;W!E<F%T:6]N(&]F(&ER;VX@;W)E(&UI;F5S(&%N9"!C;VYC
M96YT<F%T:6YG(&%N9"!P96QL971I>FEN9R!P;&%N=",@=&\@<')O9'5C92!I

M<F]N("E4:@T*5"H-"BAO<F4@&5L;&5T<R!F;W(@<W1E96P@<')O9'5C97)S
M+B!#0TE#(&%N9"!#34,@87)E(')E:6UB=7)S960@8GD@=&AE('!A<G1I8VEP
M86YT<R!O9B!T:&4@;6EN:6YG('9E;G1U<F5S(&9O<B`I5&H-"E0J#0HH<W5B
M<W1A;G1I86QL>2!A;&P@97AP96YS97,@:6YC=7)R960@8GD@0T-)0R!A;F0@
MOTU#(&EN(&]P97)A=&EN9R!T:&4@;6EN97,@86YD(&UI;FEN9R!V96YT=7)E
M<RX@26X@861D:71I;VXL("E4:@T*5"H-"BA#0TE#(&%N9"!#34,@87)E('!A
M:60@;6%N86=E;65N="!F965S(&)A<V5D(&]N('1H92!T;VYN86=E(&]F(&ER
M;VX@;W)E('!R;V1U8V5D+B!!('!-U8G-T86YT:6%L('!O<G1I;VX@;V8@<W5C
M:"`I5&H-"E0J#0HH9F5E<R!I<R!S=6)J96-T('!O(&5S8V%L871I;VX@861J
M=7-T;65N=",@:6X@82!M86YN97(@<VEM:6QA<B!T;R!T:&4@<F!Y86QT>2!A
M9&IU<W1M96YT<RX@*51J#0HP("TR+C,@5\$0-"B@@("`@("!7:71H(')E<W!E
M8W0@=&\@=&AE(&%C=&EV92!M:6YE<R!I;B!W:&EC:"!#0TE#(&%N9"!#34,@
M:&%V92!A;B!E<75I="D@:6YT97)E<W0L('!-U8V@:@:6YT97)E<W1S(')A;F=E
M(&9R;VT@*51J#0HP("TQ+C\$R(%1\$#0HH,34E('!O(#OP)2!<*"!-E92!486)L
M92!O;B!P86=E(#1<*2X@4'5R<W5A;G0@=&\@8V5R=&%I;B!O<&5R871I;F<@
M86=R965M96YT<R!A="!E86-H(&UI;F4L(&5A8V@<@&%R=&EC:7!A;G0@:7,@
M*51J#0I4*@T**&E;F5R86QL>2!08FQI9V%T960@=&\@=&%K92!I=",@<VAA
M<F4@;V8@<'!O9'5C=&EO;B!F;W(@:71S(&%]W;B!U<V4N(\$-#24,@86YD(\$--
M0UPR,C)S('!-H87)E(&]F('!R;V1U8W1I;VX@:7,@<F5S;VQD('!O("E4:@T*
M5"H-"BAS=&5E;"!M86YU9F%C="5R97)S('!U<G-U86YT('!O(&UU;"!1+7EE
M87(@8V]N=")A8W1S="!U<W5A;&QY('!I=&@<'!I8V4@861J=7-T;65N="!P
M<F]V:7-1;VYS+"!O<B!O;F4M>65A<B`I5&H-"E0J#0HH8V]N=")A8W1S+B!0
M=7)S=6%N="!T;R!O<&5R871I;F<@86=R965M96YT<R!A="!E86-H(&UI;F4L
M(&5A8V@<@&%R=&EC:7!A;G0@:7,@96YT:71L960@=&\@;F]M:6YA=&4@=&AE
M(&%M;W5N="!O9B!I<F]N("E4:@T*5"H-"BAO<F4@=VAI8V@<=VEL;"!B92!P
M<F]D=6-E9"1F;W(@:71S(&%C8V]U;G0@9F]R('!H870@>65A<BX@1'5R:6YG
M('1H92!Y96%R+"!S=6-H(&YO;6EN871I;VX@9V5N97)A;&QY(&UA>2!B92`I
M5&H-"E0J#0HH:6YC<F5A<V5D(%PH<W5B:F5C="!T;R!C87!A8VET>2!A=F%I
M;&%B:6QI="E<*2!O<B!D96-R96%S960@7"AS=6)J96-T('!O(&-E<G1A:6X@
M;6EN:6UU;2!P<F]D=6-T:6]N(&QE=F5L<UPI(&)Y(&\$@*51J#0I4*@T**'-P
M96-I9FEE9"!A;6]U;G0N(\$1U<FEN9R`Q.3DY+"!T:&4@3F]R=&@06UE<FEC
M86X@;6EN97,@<'!O9'5C960@,S8N,B!M:6QL:6]N('!O;G,@;V8@:7)O;B!O
M<F4@8V]M<&%R960@=&\@*51J#0I4*@T**#OP+C,@;6EL;&EO;B!T;VYS(&EN
M(#\$Y.3@@;V8@=VAI8V@<=&AE(\$-O;7!A;GE<C(R<R!S:&%R92!W87,@.``XX
M(&UI;&QI;VX@=&]N<R!V97)S=7,@,3\$N-"!M:6QL:6]N('!O;G,@:6X@,3DY
M."X@5&AE("E4:@T*5"H-"BAD96-R96%S92!W87,@;6%I;FQY(&1U92!T;R!P
M<F]D=6-T:6]N(&-U<G1A:6QM96YT<R!W:&EC:"!W97)E('!5N9&5R=&%K96X@
M=&\@<F5D=6-E(&EN=F5N=&]R>2!L979E;'@,8F5C875S92!O9B`I5&H-"E0J
M#0HH;&]W97(@0V]M<&%N>2!S86QE<R!V;VQU;64N(%1H92!#;VUP86YY(&%N
M9"!I=",@<W1E96P@8V]M<&%N>2!P87)T:6-I<&%N=",@:&%V92!E;&5C=&5D
M('!O(&)E9VEN('EE87(@,C`P,"`I5&H-"E0J#0HH;W!E<F%T:6YG('1H92!M
M:6YE<R!A="!C87!A8VET>2!L979E;'@,N("E4:@T*,"`M,BXS(%1\$#0HH("`@
M("`@0VQI9F9S(\$UI;FYE<V]T82!-:6YE<F%L<R!#;VUP86YY+"!A('!-U8G-I
M9&EA<GD@;V8@=&AE(\$-O;7!A;GDL(&]W;G,@86X@:7)O;B!O<F4@;W!E<F%T
M:6]N(%PH3F]R=&AS:&]R95PI(&%N9)`I5&H-"C`@+3\$N,3(@5\$0-"BAP;W=E
M<B!P;&%N="!<*%I-;9E<B!"87D@4&]W97(@0V]M<&%N>2!<*%PR,C-3:6QV
M97(@0F%Y(!O=V5R7#(R-%PI7"D@:6X@36EN;F5S;W1A('!I=&@<-"XS(&UI
M;&QI;VX@86YN=6%L('!O;G,@;V8@86-T:79E("E4:@T*5"H-"BAC87!A8VET
M>2!F;W(@<'!O9'5C=&EO;B!O9B!S=&%N9&%R9"!A;F0@9FQU>"!P96QL971S
M(%PH97U:79A;&5N="!T;R`T+C@@;6EL;&EO;B!T;VYS(&]F('!-T86YD87)D
M('!E;&QE="!C87!A8VET>5PI+"`I5&H-"E0J#0HH<W5P<&]R=&5D(&)Y(&\$@
M,3\$U(&UE9V%W871T('!O=V5R(&E;F5R871I;VX@<@QA;GOL(&%N9"!A;B!E
M<W1I;6%T960@,2XQ(&)I;&QI;VX@=&]N<R!O9B!M86=N971I=&4@8W)U9&4@
M:7)O;B!O<F4@*51J#0I4*@T**')E<V5R=F5S(%PH87!P<F]X:6UA=&5L>2`S
M-3\$@;6EL;&EO;B!T;VYS(&]F(&5Q=6EV86QE;G0@<W1A;F1A<F0@:7)O;B!O
M<F4@<&5L;&5T<UPI(&QE87-E9"!M86EN;'D@9G)O;2!T:&4@365S86)I("E4
M:@T*5"H-"BA4<G5S="X@4')O9'5C=&EO;B!I;B`Q.3DY('!A<R`S+CDE;6EL
M;&EO;B!T;VYS(&]F('!-T86YD87)D(&%N9"!F;'5X('!E;&QE="N("E4:@T*
M,C,N,3(@+3(N,R!41`T**#,@*51J#0I%5`T*96YD<W1R96%M#0IE;F108FH-
M"C\$W(#`@;V]J#0H/\`T*+U!R;V-3970@6R]01\$8@+U1E>`0@70T*+T9O;G0@
M/#P-"B]@&B`T(#`@4@T*+T8T(#8@,"!2#0H^/@T*+T5X=\$=3=&%T92`\/`T*
M+T=3,2`W(#`@4@T*/CX-"CX`#0IE;F108FH-"C\$Y(#`@;V]J#0H/\`T*+TQE
M;F=T:"`W-3,S#0H^/@T*+W1R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q
M,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT*
M*"`@("`@("`@("`@("E4:@T*,"`M,BXS(%1\$#0HH("`@("`@3VX@
M4V5P=&5M8F5R(#`Y+"`Q.3DX+"!8VUE(\$UE=&%L<R!);F-O<G!O<F%T960@
M86YD(&ET<R!W:&]L;'DM;W=N960@<W5B<VED:6%R>2!8VUE(%-T965L(\$-O
M;7!A;GD@*51J#0H01C0@,2!49@T*,"`M,2XQ,B!41`T**%PH7#(R,T%C;65<
M,C(T7"D@<&5T:71I;VYE9"!F;W(@<'!O=&5C=&EO;B!U;F1E<B!#:&%P=&5R
M(#\$Q(&]F('1H92!5+E,N(\$)A;FMR=7!T8WD@0V]D92X@06-M92!I<R!A('!A
M<G1N97(@:6X@=&AE("E4:@T*5"H-"BA#;VUP86YY7#(R,G,@;6%N86=E9"!7
M86)U<V@<36EN97,@86YD('1H92!#;VUP86YY(&AA<R!A(&UU;"!1+7EE87(@
M<&5L;&5T('!-A;&5S(&-O;G1R86-T('!O('!-U<'!L>2!8VUE(&ER;VX@*51J
M#0I4*@T**&]R92!P96QL971S+B!!="!T:&4@=&EM92!O9B!T:&4@8F%N:W)U
M<'!C>2!F:6QI;F<L('1H92!#;VUP86YY(&AA9"!A(')E8V5I=F%B;&4@9G)O
M;2!8VUE(&]F("OQ+C(@;6EL;&EO;BP@=VAI8V@<@*51J#0I4*@T**&AA<R!B
M965N(&9U;&QY('!R;W9I9&5D(&9O<B!I;B!T:&4@86QL;W=A;F-E(&9O<B!D
M;W5B=&9U;"!A8V-O=6YT<RX@4VEN8V4@06-M95PR,C)S(\$A);FMR=7!T8WD@
M9FEL:6YG+"!8VUE(&AA<R`I5&H-"E0J#0HH8V]N=&EN=65D(&ET<R!O;F=O
M:6YG(\$-O;6UE<F-I86P@<F5L871I;VYS;&EP('!I=&@<5V%B=7-H(\$UI;F5S
M(&%N9"!T:&4@0V]M<&%N>2X@4&5L;&5T('!-A;&5S(\$)Y('1H92!#;VUP86YY
M("E4:@T*5"H-"BAT;R!8VUE(&EN(#\$Y.3D@<F5P<F5S96YT960@;&5S<R!T
M:&%N(#@E(&]F('1H92!#;VUP86YY7#(R,G,@=&]T86P@<V%L97,@=F]L=6UE
M+B`I5&H-"C`@+3(N,R!41`T**``@("`@(\$90;&QO=VEN9R!I<R!A('!A8FQE
M(&]F('!R;V1U8W1I;VXL(&-U<G)E;G0@9&5F:6YE9"!C87!A8VET>2P@86YD

M (&EM<&QI960@97AH875S=&EO;B!D871E<R!F;W (@=&AE (&ER;VX@;W) E (&UI
M;F5S ("E4:@T*, " M, 2XQ, B!41 `T**&-U<G) E;G1L>2!M86YA9V5D (&]R (&]W
M;F5D (&) Y (\$-#24, L (\$--0R!A;F0@3F]R=&AS:&]R92X@5&AE (&5X:&%U<W1I
M;VX@9&%T97,@87) E (&) A<V5D (&]N (&5S=&EM871E9" !M:6YE<F%L ("E4:@T*
M5"H-"BAR97-E<G9E<R!A;F0@9G5L;" !P<F]D=6-T:6]N (') A=&5S+" !W:&EC
M:" !C;W5L9" !B92!A9F9E8W1E9" P@86UO;F<@;W1H97 (@=&AI;F=S+" !B>2!F
M=71U<F4@:6YD=7-T<GD@8V]N9&ET:6]N<RP@*51J#0I4*@T**&=E;VQO9VEC
M86P@8V]N9&ET:6]N<RP@86YD (&]N9V]I;F<@;6EN92!P;&%N;FEN9RX@36%I
M;G1E;F%N8V4@;V8@96F96-T:79E (' !R;V1U8W1I;VX@8V%P86-I='D@;W (@
M:6UP;&EE9" !5&H-"E0J#0HH97AH875S=&EO;B!D871E<R!C;W5L9" !R97%U
M:7) E (&EN8W) E87-E<R!I;B!C87!I=&%L (&%N9" !D979E;&]P;65N=" !E>' !E
M;F1I='5R97,N (\$%L=&5R;F%T:79E;'DL (&-H86YG97,@:6X@*51J#0I4*@T*
M*&5C;VYO;6EC (&-O;F1I=&EO;G,@;W (@=&AE (&5X<&5C=&5D (' %U86QI='D@
M;V8@;W) E (') E<V5R=F5S (&-O=6QD (&1E8W) E87-E (&-A<&%C:7!Y (&]R (&%C
M8V5L97) A=&4@97AH875S=&EO;B!D871E<RX@*51J#0I4*@T**%1E8VAN;VQO
M9VEC86P@<') O9W) E<W,@8V]U;&0@86QL979I871E (' -U8V@9F%C=&]R<R!O
M<B!I;F-R96%S92!C87!A8VET>2!O<B!M:6YE (&QI9F4N ("E4:@T*5"H-"C`N
M,#\$@5&,-"ELH ("DM-3`P*" `I+34P,"@*2TU,#`H ("DM<C<T,"@*2TQ<C`H
M ("DM,3\$P,"@*2TT,S`P*" `I+3\$U.#`H ("DM,3@P*" `I+3\$T.#`H ("DM,C`V
M,"@*2TQ<#@P*" `I+3\$X,"@ ("DM,C`V,"@ (" `@*2TR,#8P*" `@ (" `I+3 (P
M-C`H (" `@ ("DM,C`V,"@*2TW,C`H (" `I+3\$S-#`H ("DM,3OR,"@*2TQ,S0P
M*" `@*2TQ,#@P*" `I+3\$T,C`H ("E=5\$H-"B]@,R`Q (%1F#0HQ,"XP-SD@,"`P
M (#\$P+C`W.2`R-3\$N,#\$@-S\$X+C8U (%1M#0HP (%1C#0I;*\$-O;7!A;GDG<RDM
M-3\$Q,BXT*\$-U<G) E;G0!751*#0HP+C8T,CD@+3\$N,C,X,B!41`T*6RA#=#) R
M96YT*2TS.#@R+CDH4&5L;&5T (%!R;V1U8W1I;VXI+3 (S-S\$N,RA#=#) R96YT
M*2TQ,S@R+C<H3W!E<F%T:6YG*2TQ.38Y+C\$H26UP;&EE9"E=5\$H-"BTP+C0U
M,C0@+3\$N,C,X,B!41`T**\$]P97) A=&EN9RE4:@T*150-"C`N-2!' #0HP (\$H@
M," !J (#`N,C0@=R`Q," !- (%M=" !D#0HQ (&D@#0HT,C,N-3<@-CDS+C0U (&T-
M"C,Q-2XS,R`V.3,N-#4@;`T*,S\$U+C,S (#8Y,RXT-2!M#0HS,34N,S,@-CDR
M+CDW (&P-"E,-"C`@1PT*,S\$U+C,S (#8Y,BXY-R!M#0HT,C,N-3<@-CDR+CDW
M (&P-"COR,RXU-R`V.3 (N.3<@;0T*-# (S+C4W (#8Y,RXT-2!L#0I3#0I"5`T*
M,3`N,#<Y (#`@,"`Q,"XP-SD@-# ,R+C0U (#8Y,RXV.2!4;0T*6RA!;FYU86PI
M+3@X,"XS*\$-O;G1I;G5O=7-L>2DM-3,Y*\$5X:&%U<W1I;VXI751*#0HM,SDN
M,#4Q,R`M,2XR,S@R (%1\$#0I;*\$YA;64@86YD (\$Q08V%T:6]N*2TS.#4Q*%1Y
M<&4@;V8@3W) E*2TT,S@S*\$EN=&5R97-T*2TS,#`R+C (H,3DY-RDM,38Y,2@Q
M.3DX*2TQ-CDQ*#\$Y.3DI+3\$Q.3`N.2A#87!A8VET>2DM,C (X-BXY*%-I;F-E
M*2TS,#<Y+C@H1&%T95PH,5PI*5U42@T*150-"C`N-2!' #0HQ,S8N-S<@-C<V
M+C@Y (&T-"C (U+C8U (#8W-BXX.2!L#0HR-2XV-2`V-S8N.#D@;0T*,C4N-C4@
M-C<V+C0Q (&P-"E,-"C`@1PT*,C4N-C4@-C<V+C0Q (&T-"C\$S-BXW-R`V-S8N
M-#\$@;`T*,3,V+C<W (#8W-BXT,2!M#0HQ,S8N-S<@-C<V+C@Y (&P-"E,-"C`N
M-2!' #0HR,S0N.3,@-C<V+C@Y (&T-"C\$T,BXP-2`V-S8N.#D@;`T*,3OR+C`U
M (#8W-BXX.2!M#0HQ-# (N,#4@-C<V+C0Q (&P-"E,-"C`@1PT*,3OR+C`U (#8W
M-BXT,2!M#0HR,S0N.3,@-C<V+C0Q (&P-"C (S-"XY,R`V-S8N-#\$@;0T*,C,T
M+CDS (#8W-BXX.2!L#0I3#0HP+C4@1PT*,S`Y+C@Q (#8W-BXX.2!M#0HR-#`N
M-#4@-C<V+C@Y (&P-"C (T,"XT-2`V-S8N.#D@;0T*,COP+C0U (#8W-BXT,2!L
M#0I3#0HP (\$<-"C (T,"XT-2`V-S8N-#\$@;0T*,S`Y+C@Q (#8W-BXT,2!L#0HS
M,#DN.#\$@-C<V+C0Q (&T-"C,P.2XX,2`V-S8N.#D@;`T*4PT*,"XU (\$<-"C,T
M.2XQ-R`V-S8N.#D@;0T*,S\$U+C,S (#8W-BXX.2!L#0HS,34N,S,@-C<V+C@Y
M (&T-"C,Q-2XS,R`V-S8N-#\$@;`T*4PT*," !' #0HS,34N,S,@-C<V+C0Q (&T-
M"C,T.2XQ-R`V-S8N-#\$@;`T*,S0Y+C\$W (#8W-BXT,2!M#0HS-#DN,3<@-C<V
M+C@Y (&P-"E,-"C`N-2!' #0HS.#8N,S<@-C<V+C@Y (&T-"C,U,BXU,R`V-S8N
M.#D@;`T*,S4R+C4S (#8W-BXX.2!M#0HS-3 (N-3,@-C<V+C0Q (&P-"E,-"C`@
M1PT*,S4R+C4S (#8W-BXT,2!M#0HS.#8N,S<@-C<V+C0Q (&P-"C,X-BXS-R`V
M-S8N-#\$@;0T*,S@V+C,W (#8W-BXX.2!L#0I3#0HP+C4@1PT*-# (S+C4W (#8W
M-BXX.2!M#0HS.#DN-S,@-C<V+C@Y (&P-"C,X.2XW,R`V-S8N.#D@;0T*,S@Y
M+C<S (#8W-BXT,2!L#0I3#0HP (\$<-"C,X.2XW,R`V-S8N-#\$@;0T*-# (S+C4W
M (#8W-BXT,2!L#0HT,C,N-3<@-C<V+C0Q (&T-"COR,RXU-R`V-S8N.#D@;`T*
M4PT*,"XU (\$<-"COV.2XT,2`V-S8N.#D@;0T*-# (V+CDS (#8W-BXX.2!L#0HT
M,C8N.3,@-C<V+C@Y (&T-"COR-BXY,R`V-S8N-#\$@;`T*4PT*," !' #0HT,C8N
M.3,@-C<V+C0Q (&T-"COV.2XT,2`V-S8N-#\$@;`T*-#8Y+C0Q (#8W-BXT,2!M
M#0HT-CDN-#\$@-C<V+C@Y (&P-"E,-"C`N-2!' #0HU,S\$N,#D@-C<V+C@Y (&T-
M"COW,BXW-R`V-S8N.#D@;`T*-#<R+C<W (#8W-BXX.2!M#0HT-S (N-S<@-C<V
M+C0Q (&P-"E,-"C`@1PT*-#<R+C<W (#8W-BXT,2!M#0HU,S\$N,#D@-C<V+C0Q
M (&P-"C4S,2XP.2`V-S8N-#\$@;0T*-3,Q+C`Y (#8W-BXX.2!L#0I3#0HP+C4@
M1PT*-3@V+C4S (#8W-BXX.2!M#0HU,S0N-#4@-C<V+C@Y (&P-"C4S-"XT-2`V
M-S8N.#D@;0T*-3,T+C0U (#8W-BXT,2!L#0I3#0HP (\$<-"C4S-"XT-2`V-S8N
M-#\$@;0T*-3@V+C4S (#8W-BXT,2!L#0HU.#8N-3,@-C<V+C0Q (&T-"C4X-BXU
M,R`V-S8N.#D@;`T*4PT*0E0-"C\$P+C`W.2`P (#`@,3`N,#<Y (#,Q.2XV-2`V
M-C0N-C4@5T-"BA<*%10;G,@:6X@5&AO=7-A;F1S7"E<*#) <*2E4:@T*150-
M"C`N-2!' #0HT,C,N-3<@-C8P+C,S (&T-"C,Q-2XS,R`V-C`N,S,@;`T*,S\$U
M+C,S (#8V,"XS,R!M#0HS,34N,S,@-C4Y+C@U (&P-"E,-"C`@1PT*,S\$U+C,S
M (#8U.2XX-2!M#0HT,C,N-3<@-C4Y+C@U (&P-"COR,RXU-R`V-3DN.#4@;0T*
M-# (S+C4W (#8V,"XS,R!M#0I3#0I"5`T*+T8R (\$@5&8-"C\$P+C`W.2`P (#`@
M,3`N,#<Y (# (U+C8U (#8T."XX,2!4;0T**\$UI;FEN9R!696YT=7) E<RE4:@T*
M,"XY,#0Y ("TQ+C (Q-#0@5\$0-"BA-:6-H:6=A;BE4:@T*,"XY,#0X ("TQ+C (Q
M-#0@5\$0-"BA-87) Q=65T=&4@4F%N9V4I5&H-"B]@&-"`Q (%1F#0I4*@T**%PR
M,C4@16UP:7) E (\$ER;VX@36EN:6YG*51J#0HP+CDP-#@@+3\$N,C\$T-"`41`T*
M6RA087) T;F5R<VAI<" !<*#-<*2DM-#0X,BXY*\$UA9VYE=&ET92DM-C8V,"XV
M*# (R+C4V*2TQ,BXS*"4I+3 (U-S (N,2@X+#,U,RDM,30T,2@X+#\$Q-"DM,30T
M,2@W+#\$P,BDM,30T,2@X+#`P,"DM,S,Y,RXV*#\$Y-C,I+3,X,3`N,B@R,#\$Y
M*5U42@T*+3`N.3`T."`M,2XR,30T (%1\$#0I;*\$PR,C4@5&EL9&5N (\$UI;FEN
M9RDM-#DU,BXX*\$AE;6%T:71E (&%N9"E=5\$H-"C`N.3`T."`M,2XR,30T (%1\$
M#0I;*\$-O;7!A;GD@3"Y#+EPH,UPI*2TS,S<Q*\$UA9VYE=&ET92DM-C8V,"XV
M*#0P+C`P*2TQ,BXS*"4I+3 (U-S (N,2@V+#`Q-BDM,30T,2@V+#@Y,2DM,30T
M,2@V+#\$V,RDM,30T,2@W+#@P,"DM,3 (N,RA<*#1<*2DM,C (Q-2XT*\$Y-S0I

M(&EN(#\$Y-SD@86YD("E4:@T*5"H-"BAM;V1I9FEE9"!I;B`Q.3@X('=I=&@@M82!T;W1A;"!C;W-T(&]F(&%P<')O>&EM871E;'D@)#4R,R!M:6QL:6]N.R!T M: &4@3%16(%-T965L(\$UI;FEN9R!#;VUP86YY(&9A8VEL:71I97,@=V5R92`I M5&H-"E0J#0HH8V)N<W1R=6-T960@8F5G:6YN:6YG(&EN(#\$Y-30@86YD(&5X M<&%N9&5D(&EN(#\$Y-C@=VET:"!A('!O=&%L(&-O<W0@;V8@87!P<F]X:6UA M=&5L>2`D,C4P(&UI;&QI;&QI;VX[(!1H92!:(6)B:6YG("E4:@T*5"H-"BA486-O M;FET92!*;VEN="!696YT=7)E(&9A8VEL:71I97,@=V5R92!C;VYS=')U8W1E M9"!B96=I;FYI;F<@:6X@,3DW,R!A;F0@97AP86YD960@:6X@,3DW.2!W:71H M(&\$@=&]T86P@8V]S="!O9B`I5&H-"E0J#0HH87!P<F]X:6UA=&5L>2`D,S`R M(&UI;&QI;VX[(!1H92!;W)T:'-H;W)E(\$UI;FEN9R!#;VUP86YY(&9A8VEL M:71I97,@=V5R92!C;VYS=')U8W1E9"!B96=I;FYI;F<@:6X@,3DU,2P@*51J M#0I4*@T**&5X<&%N9&5D(&EN(#\$Y-C,@86YD('!-I9VYI9FEC86YT;'D@;6]D M:69I960@:6X@,3DW.2!W:71H(&\$@=&]T86P@8V]S="!E<W1I;6%T960@:6X@ M97AC97-S(&]F("OU,##`@;6EL;&EO;CL@86YD('!H92`I5&H-"E0J#0HH5V%B M=7-H(\$UI;F5S(&9A8VEL:71I97,@=V5R92!C;VYS=')U8W1E9"!B96=I;FYI M;F<@:6X@,3DV,B!W:71H(&\$@=&]T86P@8V]S="!O9B!A<`!R;WAI;6%T96QY M("OQ,##,@;6EL;&EO;BX@5&AE("E4:@T*5"H-"BA#;VUP86YY(&)E;&EE=F5S M('!H92!F86-I;&ET:65S(&%T(&5A8V@<VET92!A<F4@:6X@<V%T:7-F86-T M;W)Y(&-O;F1I=&EO;BX@2&]W979E<BP@=&AE(&]L9&5R(&9A8VEL:71I97,@ M<F5Q=6ER92!M;W)E("E4:@T*5"H-"BAC87!I=&%L(&%N9"!M86EN=&5N86YC M92!E>`!E;F1I='5R97,@;VX@86X@;VYG;VEN9R!B87-I<RX@*51J#0HO1C0@ M,2!49@T*,`"M,BXS(%1\$#0HH("`@("`@4%)/1%5#5E/3B!3D0@4T%,15,@ M24Y&3U)-051)3TXN(%1H92!#;VUP86YY7#(R,G,@<V%L97,@87)E('!-U8FIE M9W0@=&\@;W(@:6YF;'5E;F-E9"!B>2!S96%S;VYA;"!I5&H-"C`@+3\$N,3(@ M5\$0-"BAF86-T;W)S(&EN('!H92!F:7)S="!Q=6%R=&5R(&]F('!H92!Y96%R M+`!A<R!T: &4@<VAI<&UE;G1S(&%N9"!S86QE(&]F(&ER;VX@;W)E(&%R92!R M97-T<FEC=&5D(&)Y('!E871H97(@8V]N9&ET:6]N<RX@*51J#0HP("TR+C,@ M5\$0-"B@@"("`@("!4:&4@0V]M<&%N>5PR,C)S(&UA;F%G960@8V%P86-I='D@ M:7,@87!P<F]X:6UA=&5L>2`T,2XV(&UI;&QI;VX@=&]N<RP@;W(@-#8E(&]F M('!O=&%L('!E;&QE="!C87!A8VET>2!I;B!.;W)T:"!I5&H-"C`@+3\$N,3(@ M5\$0-"BA!;65R:6-A+`!A;F0@=&AE(\$-O;7!A;GE<,C(R<R!A;FYU86P@3F]R M=&@&@6UE<FEC86X@<&5L;&5T('!-A;&5S(&-A<&%C:71Y(&EN(#\$Y.3D@=V%S M(#\$Q+C@@;6EL;&EO;B!T;VYS+B!);B`Q.3DY+"`!I5&H-"E0J#0HH=&AE(\$-O M;7!A;GD@<'!O9!5C960E."XX(&UI;&QI;VX@=&]N<R!O9B!P96QL971S(&EN M(\$YO<G1H(\$%M97)I8V\$@9F]R(&ET<R!O=VX@86-C;W5N="X@*51J#0HP("TR M+C,@5\$0-"B@@"("`@("!) ;B`Q.3DY+`!T: &4@0V]M<&%N>2!P<F]D=6-E9`R M-RXT(&UI;&QI;VX@9W)O<W,@=&]N<R!O9B!I<F]N(&]R92!I;B!T: &4@56YI M=&5D(%-T871E<R!A;F0@0V%N861A(&9O<B`I5&H-"C`@+3\$N,3(@5\$0-"BAP M87)T:6-I<&%N=',@;W1H97(@=&AA;B!T: &4@0V]M<&%N>2X@5&AE('!-H87)E M(&]F('!A<G1I8VEP86YT<R!H879I;F<@=&AE(&9I=F4@;&%R9V5S="!A;6]U M;G1S+`!;!;&=O;6\$@4W1E96P@*51J#0I4*@T**\$-O;7!A;GDL(\$)E=&AL96AE M;2!3=&5E;"!#;W)P;W)A=&EO;BP@27-P870@26YL86YD(\$EN8RXL(\$Q45B!3 M=&5E;"!#;VUP86YY(&%N9"!3=&5L8V\@26YC+BP@86=G<F5G871E9`"I5&H-M "E0J#0HH,CON,R!M:6QL:6]N(&R;W-S('!O;G,L(&]R(#@Y)2X@5&AE(&QA M<F=E<W0@<W5C:"!P87)T:6-I<&%N="!A8V-O=6YT960@9F]R(#,Q)2!O9B!S M=6-H('!R;V1U8W1I;VXN("E4:@T*,`"M,BXS(%1\$#0HH("`@("`@1`5R:6YG M(#\$Y.3DL(#\$P,"4@;V8@=&AE(\$-O;7!A;GE<,C(R<R!S86QE<R!O9B!I<F]N M(&]R92!A;F0@<&5L;&5T<RP@=&AA="!W97)E('!R;V1U8V5D(&EN('!H92!5 M;FET960@4W1A=&5S(&%N9"!I5&H-"C`@+3\$N,3(@5\$0-"BA#86YA9&G@9F]R M(&ET<R!O=VX@86-C;W5N="!O<B!P=7)C:&%S960@9G)O;2!O=&AE<G,L('!E M<F4@=&\@,3(@52Y3+BP@0V%N861I86X@86YD(\$5U<F]P96%N(&ER;VX@86YD M('!-T965L("E4:@T*5"H-"BAM86YU9F%C="5R:6YG(&-O;7!A;FEE<RX@*51J M#0HP("TR+C,@5\$0-"B@@"("`@("!) ;B`Q.3DY+`!2R!3=&5E;"!#;VUP86YY M+`!796ER=&]N(%-T965L(\$-O;7!A;GDL(&%N9"!70TD@4W1E96P@0V]M<&%N M>2P@9&ER96-T;'D@86YD(&EN9&ER96-T;'D@*51J#0HP("TQ+C\$R(%1\$#0HH M86-C;W5N=&5D(&9O<B`Q.24L(#\$Y)2P@86YD(#\$P)2P@<F5S<&5C=&EV96QY M+`!O9B!T;W1A;"!R979E;G5E<RX@*51J#0HP("TR+C,@5\$0-"B@@"("`@("!) \$ M=7)I;F<@,3DY.2P@=&AE(\$-O;7!A;GD@;F5G;W1I871E9"!R97!L86-E;65N M="!O<B!E>`!E;G-I;VX@;V8@<V%L97,@86=R965M96YT<R!W:71H(%\$C;64L M(\$%+(&-T965L("E4:@T*,`"M,2XQ,B!41`T**\$-O;7!A;GD@86YD(%=#22!3 M=&5E;"!#;VUP86YY(&9O<B!P97)I;V1S(&]F('!5P('!O(&9I=F4@>65A<G,@ M<F5P<F5S96YT:6YG(#,N-2!T;R`T+C`@;6EL;&EO;B!T;VYS(&EN('!O=&%L M('!E<B`I5&H-"E0J#0HH>65A<BX@3F\@;6%J;W(@;75L=&DM>65A<B!C;VYT M<F%C=",@87)E(&1U92!T;R!E>`!I<F4@8F5F;W)E(\$1E8V5M8F5R(#,Q+`R M,##`R+B`I5&H-"C`@+3(N,R!41`T**`@("`@("!)!2P@5%)!3E-03U)4051) M3TXN(%1H92!#;VUP86YY+`!T:'O=6=H(&\$@=VAO;&QY+6]W;F5D('!-U8G-I M9&EA<GDL(&]W;G,@82`Y.2XU)2!S=&]C:R!I;G1E<F5S="`I5&H-"C`@+3\$N M,3(@5\$0-"BAI;B!,86ME(%-U<&5R:6]R"#8@27-H<&5M:6YG(%A:6QR;V%D M(\$-O;7!A;GDN(%1H92!R86EL<F]A9"!O<&5R871E<R!A<`!R;WAI;6%T96QY M(#0Y(&UI;&5S(&]F('!R86-K(&EN('!H92`I5&H-"E0J#0HH57!P97(84&5N M:6YS=6QA(&]F(\$UI8VAI9V%N+`!P<FEN8VEP86QL>2!T;R!H875L(&ER;VX@ M;W)E(&9R;VT@=&AE(\$5M<&ER92!A;F0@5&EL9&5N(\$UI;F5S('!O(\$QA:V4@ M4W5P97)I;W(@870@*51J#0I4*@T**\$UA<G@U971T92P@36EC:&EG86XL('=H M97)E('!H92!R86EL<F]A9"!H87,@86X@;W)E(&QO861I;F<@9&]C:RPE;W(@ M=&\@:6YT97)C:&%N9V4@*51J#0HR,RXQ,B`M,BXS(%1\$#0HH-2`I5&H-"D54 M#0IE;F1S='!E86T-"F5N9&]B:@T*,C,@,"!O8FH-"CP\#0HO4')O8U-E="!; M+U!\$1B`O5&5X="!#0HO1F]N="`\/`T*+T8R(#0@,"!2#0HO1C0@-B`P(\$- M`CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*`CX-"F5N9&]B M:@T*,C4@,"!O8FH-"CP\#0HO3&5N9W1H(#0P-#<-"CX^#0IS='!E86T-"D)4 M#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,`!G#0HO M1U,Q(&=##0HP(%1C#0HP(%1W#0HH("`@("`@("`@("`@("`@("`@("`@("`@("`@(" M1C0@,2!49@T*,`"M,BXS(%1\$#0HH<&]I;G1S('!I=&@&86YO=&AE<B!R86EL M<F]A9"!F;W(@9&5L:79E<GD@=&\@3&%K92!-:6-H:6=A;B!A="!%<V-A;F%B M82P@36EC:&EG86XN(\$EN(#\$Y.3DL(#@P)2!O9B!T: &4@<F%I;'!O861<,C(R M<R`I5&H-"C`@+3\$N,3(@5\$0-"BAR979E;G5E<R!W97)E(&1E<FEV960@9G)O

M;2!H875L:6YG (&ER;VX0;W)E (&N9"!P96QL971S (&N9"!O=&AE<B!S97)V
M:6-E<R!I;B!C;VYN96-T:6]N ('=I=&@@;6EN:6YG (&]P97)A=&EO;G,@*51J
M#0I4*@T**&UA;F%G960@8GD@0T-)ORX@5&AE ('A:6QR;V%D7#(R,G,@<F%T
M97,@87)E ('-U8F1E8W0@=&\@<F5G=6QA=&EO;B!B>2!T: &4@4W5R9F%C92!4
M<F%N<W!O<G1A=&EO;B!";V%R9"!O9B!T: &4@*51J#0I4*@T**\$1E<&R=&UE
M;G0@;V8@5!)A;G-P;W!T871I;VXN ("E4:@T*+T8S (#S@5&8-"C\$Y+C8R ("TR
M+C,V (%1\$#0HH1F5R<F]U<R!-971A; &QI8W, I5&H-"B] &- "`Q (%1F#0HM, 3DN
M-C (@+3 (N, S0@5\$0-"B@ @ ("`@ ("!#; &EF9G, @86YD (\$%S<V]C: 6%T97, @3&EM
M: 71E9"P@82!J; VEN="!V96YT=7)E (&EN (%1R: 6YI9&D (&N9"!4; V)A9V\L
M (&AA<R!C; VUP; &5T960@8V]N<W1R=6-T: 6]N (&]F (&S@9F%C: 6QI="D@*51J
M#0HP ("TQ+C\$R (%1\$#0HH=&\@<')O9'5C92!P<F5M: 75M ('%U86QI="D@: &]T
M+6)R: 7%U971T960@: 7)O; B!<*%PR, C- (ODE<, C (T7"D@=&\@8F4@; 6%R: V5T
M960@=&\@=&AE ('-T965L (&EN9'5S=')Y+B!4: &4@=F5N='5R95PR, C)S ("E4
M:@T*5"H-"BAP87)T: 6-I<&N="', L ('1H<F]U9V@ @<W5B<VED: 6%R: 65S+"!I
M; F-L=61E ('1H92!#; VUP86YY+"`T-BXU ('!E<F-E; G0 [(%1H92!, 5%8@0V]R
M< &]R871I; VXL (#0V+C4@<&5R8V5N=#L@86YD ("E4:@T*5"H-"BA, =7)G: 2!!
M1R!O9B! '97)M86YY+"`W+C@<&5R8V5N="P@=VET: " !T: &4@0V]M<&N>2!A
M8W1I; F<@87, @; 6%N86=E<B!A; F0@<V%L97, @86=E; GON (%!R; VIE8W0@8V%P
M: 71A; " `I5&H-"E0J#0HH97AP96YD: 71U<F5S ('1H<F]U9V@ @1&5C96UB97 (@
M, S\$S L (#\$Y. 3D@=V5R92 `D, 38U+C (@; 6EL; &EO; B!<*S-O; 7!A; GD@<VAA<F4@
M7# (R-R `D-S8N. " !M: 6QL: 6]N7"DN (\$YO ('!R; VIE8W0@*51J#0I4*@T**&9I
M; F%N8VEN9R!H87, @8F5E; B!U<V5D (&1U<FEN9R!C; VYS=')U8W1I; VXN (%9T
M (&1E<VEG; BP@=&AE (&9A8VEL: 71Y (&ES (&5X<&5C=&5D ('!O ('!R; V1U8V4@
M-3 `P+# `P, " !M971R: 6, @=&]N<R `I5&H-"E0J#0HH86YN=6%L; 'DN (%1H92! (
MODD@9F%C: 6QI="D@: &S ('!R; V1U8V5D ('-U9F9I8VEE; G0@<F5D=6-E9"!I
M< &]N ('!O (&1E; 6]N<W1R871E ('1H870@=&AE (\$-I<F-O<F5D7# (U-B!P<F<C
M97-S ("E4:@T*5"H-"BAT96-H; F]L; V=Y ('=I; &P@>6EE; &0@82!P<F]D=6-T
M ('1H870@; 65E='', @=&AE ('%U86QI="D@<W!E8VEF: 6-A=&EO; G, @=&AA="!W
M97)E (&5X<&5C=&5D+"!I; F-L=61I; F<@: &EG: " !M971A; &EZ871I; VX@*51J
M#0I4*@T**')A=&5S+B!3=7-T86EN960@; &5V96QS (&]F (&)R: 7%U971T92!P
M<F]D=6-T: 6]N (&AA=F4@; F]T ('EE="!B965N (&%C: &EE=F5D (&1U92!T; R!A
M; B!E> `1E; F1E9"!S=&R="UU"!C=7) V92P@=VAI8V@ @*51J#0I4*@T**&AA
M<R!D96QA>65D ('1H92!I; G1R; V1U8W1I; VX@; V8@0TE20T%, 7# (S, 2!B<FEQ
M=65T=&5S (&EN=&\@=&AE (&UA<FME="X@5&AE (\$-O; 7!A; GD@<F5M86EN<R!C
M; VYF: 61E; G0@: 6X@=&AE ("E4:@T*5"H-"BAE=F5N='5A; " !S=6-C97-S (&]F
M ('1H92!F86-I; &ET>2X@*51J#0HP ("TR+C, @5\$0-"B@ @ ("`@ ("!4: &4@0V]M
M<&N>2!I<R!I; G9E<W1I9V%T: 6YG (&D9&ET: 6]N86P@: 6YV97-T; 65N="!O
M<!O<G1U; FET: 65S (&EN ('1H92!F97)R; W5S (&UE=&L; &EC<R!B=7-I; F5S
M<R!T: &%T (&-O=6QD (&)E ("E4:@T*, " `M, 2XQ, B!41 `T**&1E=F5L; W!E9"P@
M: 6YC; `5D: 6YG ('-T<F%T96=I8R!A; &QI86YC97, @; W (@: F]I; G0@=F5N='5R
M97, N (%1H92!#; VUP86YY (&ES ('-T=61Y: 6YG ('1H92!F96%S: 6)I; &ET>2!O
M9B!A; B!I; G9E<W1M96YT ("E4:@T*5"H-"BAI; B!A ("!L86YT (&%T ('1H92!#
M; VUP86YY7# (R, G, @3F]R=&AS: &]R92!-: 6YE ('1H870@=V]U; &0@<')O9'5C
M92!<, C (S<&EG (&ER; VY<, C (T (&9R; VT@3F]R=&@06UE<FEC86X@: 7)O; B!O
M<F4@=VET: " `I5&H-"E0J#0HH8V]A; " !A<R!T: &4@<F5D=6-T86YT+B!-87)K
M971S (&90<B!T: &4@<')O9'5C="!W; W5L9"!B92!P<FEM87)I; 'D@96QE8W1R
M: 6, @9G5R; F%C97, @86YD (&9O=6YD<FEE<RX@*51J#0HO1C, @, 2!49@T*, 3 (N
M. 3@ @+3 (N, S8@5\$0-"BA#4D5\$250@04=2145-14Y4 (\$%. 1"!314Y)3U (@3D]4
M15, I5&H-"B] &- "`Q (%1F#0HM, 3 (N. 3@ @+3 (N, S0@5\$0-"B@ @ ("`@ ("!); B`Q
M. 3DU+"!T: &4@0V]M<&N>2!E; G1E<F5D (&EN=&\@82!#<F5D: 70@06=R965M
M96YT ('=I=&@0VAE; 6EC86P@0F%N: R!<*&YO=R!#: &%S92!-86YH871T86X@
M0F%N: UPI+"!A<R `I5&H-"C`@+3\$N, 3 (@5\$0-"BA!9V5N="!F; W (@82!S: 7@M
M8F%N: R!L96YD: 6YG (&R; W5P+"!P=7)S=6%N="!T; R!W: &EC: " !T: &4@0V]M
M<&N>2!M87D@8F]R<F]W ('5P ('!O ("OQ, # `@; 6EL; &EO; B!A<R!R9790; '9I
M; F<@*51J#0I4*@T**&QO86YS+B!4: &4@0W)E9&ET (\$%G<F5E; 65N="!W87, @
M86UE; F1E9"!A="!V87)I; W5S ('!I; 65S ('!O ('!E9'5C92!I; G1E<F5S="!R
M871E<R!A; F0@9F5E<R!A; F0@97AT96YD ('1H92 `I5&H-"E0J#0HH97AP: 7)A
M=&EO; B!D871E (&-U<G)E; G1L>2!T; R!-87D@, S\$S L (# (P, #, N (\$EN=&5R97-T
M (&]N (&)O<G)O=VEN9W, @=VEL; " !B92!B87-E9"!O; B!V87)I; W5S (&EN=&5R
M97-T (')A=&5S (&%S (&1E9FEN960@*51J#0I4*@T**&EN ('1H92!#<F5D: 70@
M06=R965M96YT (&N9"!A<R!S96QE8W1E9"!B>2!T: &4@0V]M<&N>2!P=7)S
M=6%N="!T; R!T: &4@=&5R; 7, @; V8@=&AE (\$-R961I="!9W)E96UE; GON (%1H
M97)E ('=E<F4@*51J#0I4*@T**&YO (&)O<G)O=VEN9W, @=6YD97 (@=&AE (')E
M=F]L=FEN9R!C<F5D: 70@9F%C: 6QI="DN ("E4:@T*, " `M, BXS (%1\$#0HH ("`@
M ("`@26X@, 3DY-2P@=&AE (\$-O; 7!A; GD@<&QA8V5D ('!R: 79A=&5L>2!W: 71H
M (&\$S@9W)O=7`@; V8@: 6YS=&ET=71I; VYA; " !L96YD97)S ("OW, " !M: 6QL: 6]N
M (#<E (%-E; FEO<B!.; W1E<RP@9'5E ("E4:@T*, " `M, 2XQ, B!41 `T**\$1E8V5M
M8F5R (#\$U+"`R, # `U+B `I5&H-"B] &, R`Q (%1F#0HQ. 2XW, B`M, BXS-B!41 `T*
M*\$-/35!%5\$E424]. *51J#0HO1C0@, 2!49@T**+3\$Y+C<R ("TR+C, T (%1\$#0HH
M ("`@ ("`@5&AE (&ER; VX@; W)E (&UI; F5S+"!W: &EC: " !T: &4@0V]M<&N>5PR
M, C)S ('-U8G-I9&EA<FEE<R!O<&5R871E (&EN (\$YO<G1H (\$%M97)I8V\$@86YD
M (\$-A; F%D82P@<')O9'5C92!V87)I; W5S ("E4:@T*, " `M, 2XQ, B!41 `T**&=R
M861E<R!O9B!I<F]N (&]R92!W: &EC: " !A<F4@; 6%R: V5T960@: 6X@=&AE (%5N
M: 71E9"!3=&%T97, L (\$-A; F%D82P@86YD (\$5U<F]P92X@26X@3F]R=&@06UE
M<FEC82P@=&AE (\$-O; 7!A; GD@: 7, @*51J#0I4*@T**&EN (&-O; 7!E=&ET: 6]N
M ('=I=&@<V5V97)A; " !I<F]N (&]R92!P<F]D=6-E<G, L (&EN8VQU9&EN9R!)
M<F]N (\$]R92!#; VUP86YY (&]F (\$-A; F%D82P@475E8F5C (\$-A<G1I97 (@36EN
M: 6YG ("E4:@T*5"H-"BA#; VUP86YY+"!A; F0@179T86, @36EN: 6YG (\$-O; 7!A
M; GDL (&%S ('=E; &P@87, @; W1H97 (@<W1E96P@8V]M<&N: 65S ('=H: 6-H (&]W
M; B!I; G1E<F5S='', @: 6X@: 7)O; B!O<F4@; 6EN97, @*51J#0I4*@T**&N9"!O
M<B!H879E (&5X8V5S<R!I<F]N (&]R92!P=7)C: &%S92!C; VUM: 71M96YT<RX@
M4VEG; FEF: 6-A; G0@86UO=6YT<R!O9B!I<F]N (&]R92!H879E+"!S: 6Y92!T
M: &4@96%R; 'D@, 3DX, 'L ("E4:@T*5"H-"BAB965N ('-H: 7!P960@=&\@=&AE
M (%5N: 71E9" `I5&H-"C (S+C\$R ("TR+C, @5\$0-"B@V ("E4:@T*150-"F5N9'-T
M<F5A; 0T*96YD; V)J#0HR-B`P (&]B:@T*/#P-"B]0<F]C4V5T (%LO4\$1& ("]4

M97AT(%T-"Bj;&VYT(#P#0HO1C(@-"`P(%(-"Bj&,R`U(#`@4@T*+T8T(#8@
M,"!2#OH^/@T*+T5X=\$3=&%T92`\/`T*+T=3,2`W(#`@4@T*/CX-"CX"#0IE
M;F108FH-"C(X(#`@;V)J#0H\`/T*+TQE;F=T:"`T-C,P#0H^/@T*+W1R96%M
M#0I"5 T*+T8R(#S@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@
M9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**"@(" `@(" `@(" `@(" `@(" `@(" `@
M:@T*,"`M,BXS(%1\$#0HH4W1A=&5S(&9R;VT@5F5N97IU96QA(&%N9"!<F%Z
M:6P@:6X@8V]M<&5T:71I;VX@=VET:"!I<F]N(&]R92!P<F]D=6-E9"!B>2!T
M:&4@0V]M<&%N>2X@26X@,3DY.2P@=&AE(\$-O;7!A;GD@*51J#0HP("TQ+C\$R
M(%1\$#0HH97AP97)I96YC960@:6YC<F5A<V5D(&-O;7!E=&ET:6]N(&9R;VT@
M4V]U=&%@06UE<FEC86X@:7)O;B!O<F5S+B`I5&H-"C`@+3(N,R!41`T**"@
M(" `@(\$]T:&5R(&-O;7!E=&ET:79E(&9O<F-E<R!H879E(&5F9F5C=&EV96QY
M(&)E8V]M92!L87)G92!F86-T;W)S(&EN('!H92!I<F]N(&]R92!B=7-I;F5S
M<RX@5VET:"!R97-P96-T('!O(&\$@*51J#0HO1C0@,2!49@T*,"`M,2XQ,B!4
M1`T**"-I9VYI9FEC86YT('!O<G1I;VX@;V8@<W1E96QM86MI;F<@:6X@3F]R
M=&@06UE<FEC82P@96QE8W1R:6,@9G5R;F%C97,@8G5I;'008GD@7#(R,VUI
M;FEM:6QL<UPR,C0@:&%V92!R97!L86-E9"!T:&4@=7-E(&]F("E4:@T*5"H-
M"BAI<F]N(&]R92!P96QL971S('=I=&@<V-R87`@;65T86P@:6X@=&AE('`T
M965L;6%K:6YG('!R;V-E<W,N(\$EM<]R=&5D('`T965L('`L86)S(&%L<V@
M<F5P;&%C92!T:&4@=7-E(&]F(&ER;VX@;W)E("E4:@T*5"H-"BAP96QL971S
M(&EN('!R;V1U8VEN9R!F:6YI<VAE9"!S=&5E;"!P<F]D=6-T<RX@26UP;W)T
M960@<W1E96P@<')O9'5C960@9G)O;2!I<F]N(&]R92!S=7!P;&EE9"!B>2!I
M;G1E<FYA=&EO;F%L("E4:@T*5"H-"BAC;VUP971I=&]R<R!A;"`O(&5F9F5C
M=&EV96QY(&-O;7!E=&5S('=I=&@=&AE(\$-O;7!A;GE<,C(R<R!I<F]N(&]R
M92!P96QL971S+B!);B`Q.3DY+!"!I;7!O<G1E9"!S=&5E;"P@86YD('!A<G1I
M8W5L87)L>2`I5&H-"E0J#0HH:6UP;W)T960@<VQA8G,L(&AA9"!A('`I9VYI
M9FEC86YT(&EM<%C="!O;B!S=&5E;&UA:VEN9R!I;B!T:&4@56YI=&5D(&%-T
M871E<RP@=VAI8V@@:&%S(&%D=F5R<V5L>2!A9F9E8W1E9"!T:&4@*51J#0I4
M*@T**&1E;6%N9"!F;W(@:7)O;B!O<F4@<65L;&5T<RX@*51J#0HP("TR+C,
@M5\$0-"B@@" `@(" `!4:&4@2\$))(&9R;VT@=&AE(\$-L:69F<R!A;F0@07-S;V-I
M871E<R!,"6UI=&5D(&IO:6YT('9E;G1U<F4@:6X@5)I;FED860@:6X@=VAI
M8V@@=&AE(\$-O;7!A;GD@:&%S(&%N(&EN=&5R97-T+"`I5&H-"C`@+3\$N,3(@
M5\$0-"BAI<R!I;B!C;VUP971I=&EO;B!W:71H(&]T:&5R(&1I<F5C="!R961U
M8V5D(&ER;VX@<')O9'5C=',@7"AP<F]D=6-E9"!B;W1H(&LO;65S=&EC86QL
M>2!A;F0@:6YT97)N871I;VYA;&QY7"DL(&]T:&5R("E4:@T*5"H-"BAS8W)A
M<"!S=6)S=&ET=71E<RP@<')E;6EU;2!G<F%D92!S8W)A<"!A;F0@<6EG(&ER
M;VXN("E4:@T*,"`M,BXS(%1\$#0HH(" `@(" `@0V]M<&5T:71I;VX@86UO;F<@
M=&AE('`E;&QE<G,@;V8@:7)O;B!U;FET<R!I<R!P<F5D:6-A=&5D('5P;VX@
M=&AE('5S=6%L(&-O;7!E=&ET:79E(&9A8W1O<G,@;V8@<')I8V4L("E4:@T*
M,"`M,2XQ,B!41`T**&%V86EL86)I;&ET>2!O9B!S=7!P;'DL('!R;V1U8W0@
M<&5R9F]R;6%N8V4L('`E<G9I8V4@86YD(&-O<W0@=&@=&AE(&-O;G-U;65R
M+B`I5&H-"Bj&,R`Q(%1F#0HT+C("TR+C,V(%1\$#0HH14Y625)/3DU%3E0L
M(\$5-4\$Q/645%4RP@14Y%4D=9+""!!3D0@4D5314%20T@004Y\$(\$1%5D5,3U!-
M14Y4*51J#0HO1C0@,2!49@T*+30N,C@@+3(N,S0@5\$0-"B@@" `@(" `!3E9)
M4D].345.5`X@26X@=&AE(&-O;G-T<G5C=&EO;B!O9B!T:&4@0V]M<&%N>5PR
M,C)S(&9A8VEL:71I97,@86YD(&EN(&ET<R!O<&5R871I;F<@87)R86YG96UE
M;G1S+"!S=6)S=&%N=&EA;"`I5&H-"C`@+3\$N,3(@5\$0-"BAC;W-T<R!H879E
M(&)E96X@:6YC=7)R960@86YD('=I;&P@8F4@:6YC=7)R960@=&\@8790:60@
M=6YD=64@969F96-T(&N('!H92!E;G9I<F]N;65N="X@5&AE(\$-O;7!A;GE<
M,C(R<R`I5&H-"E0J#0HH8V]M;6ET;65N="!T;R!E;G9I<F]N;65N=&%L('!R
M97-E<G9A=&EO;B!R97-U;6YI;65N="!T;R!E;G9I<F]N;65N=&%L('!R
M(&5X<&5N9&ET=7)E<R!O9B`D-2XQ(&UI;&QI;VX@:6X@,3DY."`I5&H-"E0J
M#0HH86YD("OT+C\$@;6EL;&EO;B!I;B`Q.3DY+B!)="!I<R!E<W1I;6%T960@
M=&AA="!A<`!R;WAI;6%T96QY("OU+C@<6EL;&EO;B!W:6QL(&)E('`-P96YT
M(&EN(#(P,#`@9F]R(&5N=FER;VYM96YT86P@*51J#0I4*@T**&-O;G1R;VP@
M9F%C:6QI=&EE<RX@*51J#0HP("TR+C,@5\$0-"B@@" `@(" `!4:&4@0V]M<&%N
M>2!R96-E:79E9"!N;W1I8V4@:6X@,3DX,R!F<F]M('!H92!5+E,N(\$5N=FER
M;VYM96YT86P@4')O=&5C=&EO;B!9V5N8WD@7"A<,C(S52Y3+B)!4\$%<,C(T
M7"De=&AA="!T:&4@*51J#0HP("TQ+C\$R(%1\$#0HH0V]M<&%N>2!I<R!A(" `!O
M=&5N=&EA;&QY(')E<W!O;G-I8FQE('!A<G1Y('=I=&@<F5S<&5C="!T;R!T
M:&4@0VQI9F9S+41O=R!3=7!E<F9U;F0@4VET92P@;&]C871E9"!I;B!T:&4@
M57!P97(@*51J#0I4*@T**%!E;FEN<W5L82!O9B!T:&4@4W1A=&4@;V8@36EC
M:&EG86XL('=H:6-H(&ES(&YO="!R96QA=&5D('!O('!H92!#;VUP86YY7#(R
M,G,@:7)O;B!O<F4@;6EN:6YG(&)U<VEN97-S+B!4:&4@0VQI9F9S+41O=R`I
M5&H-"E0J#0HH<VET92!W87,@=7-E9"!P<FEO<B!T;R`Q.3<S(&9O<B!T:&4@
M9&ES<&]S86P@;V8@=V\$S=&5S(&9R;VT@8VAA<F-O86P@<')O9'5C=&EO;B!B
M>2!A(&IO:6YT('9E;G1U<F4@;V8@=&AE(\$-O;7!A;GDL("E4:@T*5"H-"BAT
M:&4@1&]W(\$-H96UI8V%L(\$-O;7!A;GD@86YD(&%F=&5R=V%R9"!B>2!A('`-U
M8V-E<W-O<B!I;B!I;G1E<F5S="P@1V5O<F=I82U086-I9FEC(\$-O<G!O<F%T
M:6]N+B!4:&4@0V]M<&%N>2`I5&H-"E0J#0HH86YD(&]T:&5R('!O=&5N=&EA
M;&QY(')E<W!O;G-I8FQE('!A<G1I97,@=F]L=6YT87)I;'D@<&%R=&EC:7!A
M=&5D(&EN('!H92!P<F5P87)A=&EO;B!O9B!A(&)E;65D:6%L(\$EN=F5S=&EG
M871I;VX@86YD("E4:@T*5"H-"BA&96%\$S:6)I;&ET>2!3="5D>2!W:71H(')E
M<W!E8W0@=&\@=&AE(\$-L:69F<RUS;W<@<VET92P@=VAI8V@8V]N8VQU9&5D
M('=I=&@=&AE('!U8FQI8V%T:6]N(&)Y('!H92!5+E,N(\$5002!O9B!A("E4
M:@T*5"H-"BA296-O<F0@;V8@1&5C:7-I;VX@9&%T960@4V5P=&5M8F5R(#(W
M+"`Q.3@Y('`E="!I;F<@9F]R=&@=&AE('`E;&5C=&5D(')E;65D:6%L(&%C
M=&EO;B!P;&%N(&%D;W!T960@8GD@=&AE(%4N4RX@*51J#0I4*@T**\$5002!F
M;W(&EN(\$-L:69F<RUS;W<@<VET92X@5&AE(\$-O;7!A;GD@86YD(&]T:&5R
M('!O=&5N=&EA;&QY(')E<W!O;G-I8FQE('!A<G1I97,@:&%V92!C;VUP;&5T
M960@<F5M961I86P@*51J#0I4*@T**&%C=&EO;B!S871I<V9A8W1O<GD@=&\@
M=&AE(%4N4RX@15!(!&%T(&%N(&5S=&EM871E9"!T;W1A;"!C;W-T(&]F("0X
M(&UI;&QI;VXL(&]F('=H:6-H('!H92!#;VUP86YY7#(R,G,@<VAA<F4@:7,
@M*51J#0I4*@T**0Q+C@<6EL;&EO;BX@4V5T=&QE;65N="!O9B!5+E,N(\$50
M05PR,C)S(&]V97)S:6=H="!C;W-T(')E8V]V97)Y(&-L86EM(&]F("0N."!M
M:6QL:6]N(%PHOV]M<&%N>5PR,C)S('`H87)E("0N,B!M:6QL:6]N7"De@*51J

M#0I4*0T**&ES('!E;F1I;F<N(%5P;VX@=&AE(&%D=FEC92!O9B!C;W5N<V5L
M*!T:&4@0V]M<&%N>2!B96QI979E<R!I="!H87,@82!R:6=H="!T;R!C;VYT
M:6YU960@8V]N=")I8G5T:6]N(&9R;VT@=&AE(&]T:&5R("E4:@T*5"H-"BAP
M;W1E;G1I86QL>2!R97-P;VYS:6)L92!P87)T:65S(&90<B!T:&4@8V]S=",@
M;V8@86YY(&9U<G1H97(@<F5M961I86P@86-T:6]N(')E<75I<F5D(&%T('1H
M92!#;&EF9G,M1&]W('!-I=&4N("E4:@T*,"M,BXS(%1\$#0HH("@"@("5&AE
M(\$-O;7!A;GD@:&%S('!-U9F9I8VEE;G0@9FEN86YC:6%L(')E<V5R=F5S(&%T
M(\$1E8V5M8F5R(#,Q+"`Q.3DY('!O('!R;W9I9&4@9F]R(&ET<R!E>!E8W1E
M9"!S:&%R92!O9B!T:64@*51J#0HP("TQ+C\$R(%1\$#0HH8V]S="!O9B!T:&4@
M<F5M961I86P@86-T:6]N<R!A="!T:&4@86)O=F4@;65N=&EO;F5D('!-I=&4N
M("E4:@T*,"M,BXS(%1\$#0HH("@"@("1V5N97)A;&QY+"!V87)I;W5S(&QE
M9VES;&%T:79E(&)O9&EE<R!A;F0@9F5D97)A;"!A;F0@<W1A=&4@86=E;F-I
M97,&@87)E(&-O;G1I;G5A;&QY('!R;VUU;&A=&EN9R!N=6UE<F]U<R!N97<@
M*51J#0HP("TQ+C\$R(%1\$#0HH;&%W<R!A;F0@<F5G=6QA=&EO;G,@869F96-T
M:6YG('!H92!#;VUP86YY+"!I=",@8W5S=&]M97)S+"!A;F0@:71S('!-U<`!L
M:65R<R!I;B1M86YY(&%R96%S+"!I;F-L=61I;F<@=&V%S=&4@*51J#0I4*0T*
M*51I<V-H87)G92!A;F0@9&ES<&]S86P[(&AA>F%R9&]U<R!C;&%S<VEF:6-A
M=&EO;B!O9B1M871E<FEA;'L('!R;V1U8W1S+"!A;F0@:6YG<F5D:65N=",[
M(&%I<B!A;F0@=&V%T97(@9&ES8VAA<F=E<SL@*51J#0I4*0T*5&%N9"!M86YY
M(&]T:&5R(&UA='!E<G,N(%\$L=&AO=6=H('!H92!#;VUP86YY(&)E;&EE=F5S
M('!H870@:71S("E4:@T*,C,N,3(@+3(N,R!41`T**#<@*51J#0I%5`T*96YD
M<W1R96%M#0IE;F1O8FH-"C(Y(#@;V)J#OH/`T*+U!R;V-3970@6R]01\$8@
M+U1E>'0@70T*+T9O;G0@/#P-"B] &,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@
M-B`P(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*/CX-
M"F5N9&]B@T*,S\$@,"!O8FH-"CP\#0HO3&5N9W1H(#OR.3,-"CX^#0IS=')E
M86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*
M,"!G#0HO1U,Q(&S#0HP(%1C#0HP(%1W#0HH("@"@("@"@("@"@("@"@
M*51J#0HP("TR+C,@5\$0-"BAE;G9I<F]N;65N=&%L('!O;&EC:65S(&%N9"!P
M<F%C=&EC97,@87)E('!-O=6YD(&%N9"!D;V5S(&YO="!E>!E8W0@82!M871E
M<FEA;"!A9!9E<G-E(&5F9F5C="!O9B!A;GD@8W5R<F5N="!L87=S(&]R("E4
M:@T*,"M,2XQ,B!41`T**')E9W5L871I;VYS+"!I="!C86YN;W0@<')E9&EC
M="!T:&4@8V]L;&5C=&EV92!A9!9E<G-E(&EM<&%C="!O9B!T:&4@<F%P:61L
M>2!E>!A;F1I;F<@8F]D>2!O9B!L87=S(&%N9"!R96=U;&%T:6]N<RX@*51J
M#0HP("TR+C,@5\$0-"B@@("@"@("!"%35!,3UE%15,N(%\$S(&]F(\$1E8V5M8F5R
M(#,Q+"`Q.3DY+"!#0TE#(&%N9"!#34,@86YD('!H92!.;W)T:"!;!65R:6-A
M;B!I;F1E<&5N9&5N="!M:6YI;F<@*51J#0HP("TQ+C\$R(%1\$#0HH=F5N='5R
M97,@:&%D(#0L.30X(&5M<&QO>65E<RP@;V8@=VAI8V@@"-PP-S(@=V5R92!H
M;W5R;'D@96UP;&]Y965S+B!(;W5R;'D@96UP;&]Y965S(&%R92!R97!R97-E
M;G1E9"!B>2!T:&4@*51J#0HO1C0@,2!49@T*5"H-"BA5;FET960@4W1E96QW
M;W)K97)S(&]F(\$%M97)I8V\$@7"A<C(S56YI=&5D(%-T965L=V]R:V5R<UPR@
M,C1<*2!U;F1E<B!C;VQL96-T:79E(&)A<F=A:6YI;F<@86=R965M96YT<RX@
M26X@075G=7-T(#\$Y.3DL("E4:@T*5"H-"BAF:79E+7EE87(@;&%B;W(@86=R
M965M96YT<R!W97)E(')A=&EF:65D(&)E='E96X@=&AE(\$AI8F)I;F<@5&%C
M;VYI=&4L(%1I;&1E;B!A;F0@16UP:7)E(\$UI;F5S(&%N9"!T:&4@56YI=&5D
M("E4:@T*5"H-"BA3=&5E;'=O<FME<G,@8V]V97)I;F<@=&AE('!E<FEO9"!T
M;R!;!6=U<W0@,2P@,C`P-"X@26X@,3DY.2P@82!L86)O<B!A9W)E96UE;G0@
M=V%S(')E86-H960@=VET:"!T:&4@56YI=&5D("E4:@T*5"H-"BA3=&5E;'=O
M<FME<G,@8V]V97)I;F<@96UP;&]Y965S(&]F(\$Q45B!3=&5E;"!-:6YI;F<@
M0V]M<&%N>2P@=VAI8V@@86=R965M96YT(&5X<&ER97,@;VX@075G=7-T(#\$L
M(#P,#0N("E4:@T*5"H-"BA!;'!-O+"!I;B`Q.3DY+"!A;B!A9W)E96UE;G0@
M=V%S(&5N=&5R960@:6YT;R!W:71H('!H92!5;FET960@4W1E96QW;W)K97)S
M(&-O=F5R:6YG('!H92!E;7!L;WEE97,@;V8@5V%B=7-H("E4:@T*5"H-"BA-
M:6YE<RP@=VAI8V@@97AP:7)E<R!O;B!-87)C:"`Q+"`R,#`T+B`I5&H-"C`@
M+3(N,R!41`T**"@"@"@("@"@("@"@("@"@("@"@("@"@("@"@("@"@("@"@
M:"-H;W)E(&AA9" `U,3,@<V%L87)I960@96UP;&]Y965S+"!N;VYE(&]F('=H
M;VT@87)E(')E<')E<V5N=&5D(&)Y(&\$@=6YI;VX[("E4:@T*,"M,2XQ,B!4
M1`T**\$-L:69F<R!2961U8V5D(\$ER;VX@36%N86=E;65N="!#;VUP86YY(&AA
M9" `S('!-A;&%R:65D(&5M<&QO>65E<R!A;F0@0VQI9F9S(&%N9"!<W-O8VEA
M=&5S(\$QI;6ET960@:&%D(#8R("E4:@T*5"H-"BAS86QA<FEE9"!E;7!L;WEE
M97,[(S-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!I=",@=VAO;&QY+6]W;F5D
M('!-U8G-I9&EA<GDL(\$-L:69F<R!-:6YI;F<@4V5R=FEC97,@0V]M<&%N>2P@
M:&%D("E4:@T*5"H-"B@R-38@<V%L87)I960@97AE8W5T:79E+"!M86YA9V5R
M:6%L+"!A9&UI;FES=')A=&EV92!A;F0@=&5C:&YI8V%L(&5M<&QO>65E<SL@
M86YD('!H92!,86ME(%-U<&5R:6]R("8@27-H<&5M:6YG("E4:@T*5"H-"BA2
M86EL<F]A9"!H860@,38U(&5M<&QO>65E<RX@*51J#0HP("TR+C,@5\$0-"B@@
M("@"@("!"%3D521UDN(%!H92!%;7!I<F4@86YD(%1I;&1E;B!-:6YE<R!H879E
M(&5L96-T<FEC('!O=V5R('!-U<`!L>2!C;VYT<F%C=',@=VET:"!7:7-C;VYS
M:6X@16QE8W1R:6,@4&]W97(@*51J#0HP("TQ+C\$R(%1\$#0HH0V]M<&%N>2!W
M;&EC:"!A<F4@969F96-T:79E('!H<F]U9V@@,C`P,BP@=VET:"!A(&9I=F4@
M>65A<B!R96YE=V%L(&]P=&EO;BX@5&AE('!O=V5R('!-U<`!L>2!C;VYT<F%C
M=',@<')O=FED92`I5&H-"E0J#0HH9F]R('!-I9VYI9FEC86YT(&-O<W0@<F5D
M=6-T:6]N<RP@86X@96YE<F=Y('!R:6-E(&-A<`!A;F0@8V5R=&%I;B!P;W=E
M<B!C=7)T86EL;65N="!F96%T=7)E<RX@*51J#0HP("TR+C,@5\$0-"B@@("@"@
M("!"%;&5C=')I8R!P;W=E<B!F;W(@2&EB8FEN9R!486-O;FET92!I<R!S=7!P
M;&EE9"!B>2!-:6YN97-O=&\$@4&]W97(L(\$EN8RX@=6YD97(@86X@86=R965M
M96YT('=H:6-H(&-O;G1I;G5E<R`I5&H-"C`@+3\$N,3(@5\$0-"BAT;R!S96-E
M;6)E<BP@,C`P."X@5&AE(\$%G<F5E;65N="!P<F]V:61E<R!F;W(@<VEG;FEF
M:6-A;G0@8V]S="!R961U8W1I;VXL(')E9!5C=&EO;B!I;B!C97)T86EN('!A
M:V4M;W(M<&%Y("E4:@T*5"H-"BAC;VUM:71M96YT<RP@86YD(&%N(&5N97)G
M>2!P<FEC92!C87`N("E4:@T*,"`M,BXS(%1\$#0HH("@"@("3%16(%-T965L
M(\$UI;FEN9R!#;VUP86YY(&ES(&-U<G)E;G1L>2!G96YE<F%T:6YG('!H92!M
M86IO<FET>2!O9B!I=",@<F5Q=6ER96UE;G1S+B!;!;B!I;G1E<F-H86Y92!A
M9W)E96UE;G0@*51J#0HP("TQ+C\$R(%1\$#0HH=VET:"!-:6YN97-O=&\$@4&]W
M97(L(\$EN8RX@<')O=FED97,@8F%C:W5P('!O=V5R(&%N9"!A;&QO=W,@<V%L
M92!O9B!E>&-E<W,@8V%P86-I='D@=&@=&AE(\$UI9'=E<W1E<FX@07)E82`I

M5&H-"EOJ#0HH4&]W97[&4&]O;"X@02!N97<@:6YT97)C:&%N9V4@86=R965M
M96YT('=A<R1E;G1E<F5D(&EN=&\@:6X@2F%N=6%R>2P@,C`P,"P@969F96-T
M:79E('1H<F]U9V@3V-T;V)E<B`S,2P@,C`P-2`I5&H-"EOJ#0HH=VAI8V@@
M86=R965M96YT(&-O;G1A:6YS(&9L97AI8FQE('EE87(M=&%M>65A<B!R96YE
M=V%L<R!W:71H('I->"UM;VYT:"!C86YC96QL871I;VX@;F]T:6-E<RX@*51J
M#OHP("TR+C,@5\$0-"B@@"`"@("!"3:6QV97(@0F%Y(%!O=V5R(\$-O;7!A;GDL
M(&%N(&EN9&ER96-T('U8G-I9&EA<GD@;V8@=&AE(\$-O;7!A;GDL('!R;W9I
M9&5S('1H92!M86IO<FET>2!O9B!.;W)T:'-H;W)E7#(R,G,@*51J#0HP("TQ
M+C\$R(%1\$#0HH96YE<F=Y(')E<75I<F5M96YT<RP@:&%S(&%N(&EN=&5R8VAA
M;F=E(&%G<F5E;65N="!W:71H(\$UI;FYE<V]T82!0;W=E<BP@26Y<C+B!F;W(@
M8F%&C:W5P('!O=V5R(&%N9"!S96QL<R`T,"`I5&H-"EOJ#0HH;65G87=A="1S
M(&]F(&5X8V5S<R!P;W=E<B!C87!A8VET>2!T;R!.;W)T:'5R;B!3=&%T97,@
M4&]W97(@0V]M<&%N>2X@5&AE(&-O;G1R86-T('=I=&@3F]R=&AE<FX@4W1A
M=&5S(%!O=V5R("E4:@T*5"H-"BAE>"1E;F1S('!O('1H92!Y96%R(#(P,3\$N
M(\$EN(#\$Y.34L('1H92!I;G1E<F-H86YG92!A9W)E96UE;G0@=VET:"!-:6YN
M97-O=&\$@4&]W97(L(\$EN8RX@=V%S(&5X=&5N9&5D('!O("E4:@T*5"H-"BA/
M8W1O8F5R(#,Q+"`R,#`P('!O('!R;W9I9&4@861D:71I;VYA;"!B86-K=7`@
M<&]W97(@86YD(&]T:'&5R(&-O<W0M969F96-T:79E('E<G9I8V5S+B`I5&H-
M"C`@+3(N,R!41`T**`"@("`@(%=A8G5S:"!-:6YE<R!O=VYS(&\$@<&]R=&EO
M;B!O9B!T:&4@5`=I;B!&86QL<R!(>61R;R!'96YE<F%T:6]N(&9A8VEL:71Y
M('=H:6-H('!R;W9I9&5S('!O=V5R(&9O<B!786)U<VA<,C(R<R`I5&H-"C`@
M+3\$N,3(@5\$0-"BAM:6YI;F<@;W!E<F%T:6]N<R!I;B!.97=F;W5N9&QA;F0N
M(\$\$@='=E;G1Y('EE87(@86=R965M96YT('=I=&@3F5W9F]U;F1L86YD(%!O
M=V5R+"!W:&EC:"!A9W)E96UE;G0@*51J#0I4*@T**&-O;G1I;G5E<R!U;G1I
M;"!\$96-E;6)E<B`S,2P@,C`Q-"P@86QL;W=S(&%N(&EN=&5R8VAA;F=E(&]F
M('=A=&5R(')I9VAT<R!I;B!R971U<FX@9F]R('1H92!P;W=E<B!N965D<R!F
M;W(@*51J#0I4*@T**%=A8G5S:%PR,C)S(&UI;FEN9R!O<&5R871I;VYS+B!4
M:&4@5V%B=7-H('!E;&QE=&EZ:6YG(&]P97)A=&EO;G,@:6X@475E8F5C(&%R
M92!S97)V960@8GD@475E8F5C(\$AY9')O(&]N(&%N("E4:@T*5"H-"BAA;FYU
M86P@8V]N=")A8WON("E4:@T*,``M,BXS(%1\$#0HH("`@("`@5&AE(\$-O;7!A
M;GD@:&%S(&-O;G1R86-T<R!P<F]V:61I;F<@9F]R('1H92!T<F%N<W!O<G0@
M;V8@;F%T=7)A;"!G87,@9F]R(&ET<R!5;FET960@4W1A=&5S(&ER;VX@;W)E
M(&]P97)A=&EO;G,N("E4:@T*,``M,2XQ,B!41`T**%1H92!%;7!I<F4@86YD
M(%1I;&1E;B!-:6YE<R!H879E('1H92!C87!A8FEL:71Y(&]F(&]U<FYI;F<@
M;F%T=7)A;"!G87,L(&-O86PL(&]R+"!T;R!A(&QE<W-E<B`I5&H-"C(S+C\$R
M("TR+C,@5\$0-"B@X("E4:@T*150-"F5N9`-T<F5A;0T*96YD;V)J#0HS,B`P
M(B:@T*/#P-"B]O<F]C4V5T(%LO4\$1(&"]497AT(%T-"B](&VYT(#P\#0HO
M1C@-"`P(%(-"B](&-`V(#`@4@T*/CX-"B](>"1'4W1A=&4@/#P-"B]`4S\$@
M-R`P(%(-"CX^#0H^/@T*96YD;V)J#0HS-"`P(&]B:@T*/#P-"B],96YG=&@@
M,C`U.`T*/CX-"G-T<F5A;0T*0E0-"B](&B`Q(%1F#0HQ,B`P(#`@,3(@,C4N
M-C4@.38Q+C`U(%!M#0HP(&<-"B]`4S\$@9W,-"C`@5@,-"C`@5`<-"B@@"`@
M("`@("`@("`@("`@("I5&H-"C`@+3(N,R!41`T**%5X=&5N="P@;VEL+B!7
M86)U<V@36EN97,@:&%S('1H92!C87!A8FEL:71Y(&]F(&]U<FYI;F<@;VEL
M(&%N9"!C;VME(&]R965Z92X@2&EB8FEN9R!486-O;FET92P@3F]R=&AS:&]R
M92!A;F0@*51J#0HP("TQ+C\$R(%1\$#0HH3%16(%-T965L(\$UI;FEN9R!#;VUP
M86YY(&AA=F4@=&AE(&-A<&%B:6QI="D@;V8@8G5R;FEN9R!N871U<F%L(&=A
M<R!A;F0@;VEL+B!\$=7)I;F<@,3DY.2P@=&AE(%4N4RX@;6EN97,@8G5R;F5D
M("E4:@T*5"H-"BAN871U<F%L(&=A<R!A<R!T:&5I<B!P<FEM87)Y(&9U96PN
M(%=A8G5S:"!-:6YE<R!U<V5D(&]I;"P@<W5P<&QE;65N=&5D('=I=&@8V]K
M92!B<F5E>F4N("E4:@T*,``M,BXS(%1\$#0HH("`@("`@06YY('U8G-T86YT
M:6%L(&EN=&5R<G5P=&EO;B!O9B!O<&5R871I;VYS(&]R('U8G-T86YT:6%L
M('!R:6-E(&EN8W)E87-E(')E<W5L=&EN9R!F<F]M(&9U='5R92!G;W9E<FYM
M96YT("E4:@T*,``M,2XQ,B!41`T**%)E9W5L871I;VYS(&]R(&5N97)G>2!T
M87AE<RP@:6YJ:6YC=&EV92!O<F1E<BP@;W(@9G5E;"!S:&]R=&%G97,@8V]U
M;@0@8F4@;6%T97)I86QL>2!A9`9E<G-E('!O('1H92!#;VUP86YY+B`I5&H-
M"C`@+3(N,R!41`T**`"@("`@(%)%4T5!4D-(\$%.1"!\$159%3\$]0345.5"X@
M5&AE(\$-O;7!A;GD@;6%I;G1A:6YS(&\$@<W1R;VYG(&-O;6UI=&UE;G0@=&\@
M<F5S96%R8V@86YD("E4:@T*,``M,2XQ,B!41`T**%1E=F5L;W!M96YT('=I
M=&@96YD:6YE97)I;F<@<W1A9F9S('1H870@87)E(&5N9V%G960@:6X@9G5L
M;"UT:6UE(')E<V5A<F-H(&%N9"!D979E;&]P;65N="!O9B!N97<@:7)O;BUB
M96%R:6YG("E4:@T*5"H-"BAP<F]D=6-T<R!A;F0@:6UP<F]V96UE;G0@;V8@
M97AI<W1I;F<@<'O9'5C=",@=VET:"!T=V\@<F5S96%R8V@86YD:6QI=&EE
M<RP@;VYE(&QO8V%T960@:6X@2&EB8FEN9R@36EN;F5S;W1A+"!A;F0@*51J
M#0I4*@T**&]N92!I;B!)<VAP96UI;F<L(\$UI8VAI9V%N+BE4:@T*+T8S(#\$@
M5&8-"C`@+3(N,S8@5\$0-"BA)5\$5-(#N(\$Q%1T%,(%!23T-%141)3D+3+BE4@
M:@T*+T8R(#\$@5&8-"C`@+3(N,S0@5\$0-"B@@"`@("!"14:&4@0V]M<&%N>2!A
M;F0@8V5R=&%I;B!O9B!I=",@<W5B<VED:6%R:65S(&%R92!I;G9O;'9E9"!I
M;B!V87)I;W5S(&-L86EM<R!A;F0@;W)D:6YA<GD@<F]U=&EN92!L:71I9V%T
M:6]N("E4:@T*,``M,2XQ,B!41`T**%EN8VED96YT86P@=&\@=&AE:7(@8G5S
M:6YE<W-E<RP@:6YC;'5D:6YG(&-L86EM<R!R96QA=&EN9R!T;R!T:&4@97AP
M;W-U<F4@;V8@87-B97-T;W,@86YD('I;&EC82!T;R!S96%M96X@=VAO('A
M:6QE9`I5&H-"EOJ#0HH;VX@=&AE(\$=R96%T(\$QA:V5S('9E<W-E;'@9F]R
M;65R;'D@;W=N960@86YD(&]P97)A=&5D(&)Y('U8G-I9&EA<FEE<R!O9B!T
M:&4@0V]M<&%N>2X@5&AE(&9U;P@:6UP86-T(&]F('1H97-E("E4:@T*5"H-
M"BAC;&%I;7,@86YD('!R;V-E961I;F=S(&EN('1H92!A9V=R96=A=&4@8V]N
M=&EN=65S('!O(&]E('5N:VYO=VXN(%1H92!#;VUP86YY(&-O;G1I;G5E<R!T
M;R!M;VYI=&]R(&ET<R!C;&%I;7,@*51J#0I4*@T**%&N9"!L:71I9V%T:6]N
M(&5X<&5N<V4L(&)U="!B96QI979E<R!T:&%T(')E<V]L=71I;VX@;V8@8W5R
M<F5N=&QY('!E;F1I;F<@8VQA:6US(&%N9"!P<F]C965D:6YG<R!A<F4@=6YL
M:6ME;'D@:6X@=&AE("E4:@T*+T8T(#\$@5&8-"EOJ#0HH86=&C<F5G871E('!O
M(&AA=F4@82!M871E<FEA;"!A9`9E<G-E(&5F9F5C="!O;B!T:&4@0V]M<&%N
M>5PR,C)S(&9I;F%N8VEA;"!P;W-I=&EO;BXI5&H-"B](&R`Q(%1F#0HP("TR
M+C,V(%1\$#0HH251%32`T+B!354)-25-324].(\$)&(\$U!5%1%4E,@5\$\@02!6
M3U1%(\$)&(%-@0U522519(\$A/3\$1%4E,N*51J#0HO1C0@,2!49@T*,``M,BXS
M-"!41`T**`"@("`@(\$YO;F4N("E4:@T*,C,N,3(@+3(N,R!41`T**#D@*51J

M#0I5`T*96YD<W1R96#M#0IE;F108FH-"C,U(#`@;V)J#0H\`/T*+U!R;V-3
M970@6R]01\$8@+U!E>'0e70T*+T90;G0@/#P-"B] &, B`T(#`@4@T*+T8S(#4@
M,"!2#0HO1C0@-B`P(%("-CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2
M#OH^/T*/CX-"F5N9&]B:@T*,S<@,"!08FH-"CP\#0HO3&5N9W1H(#,U-C0-
M"CX^#0IS='!)E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV
M,2XP-2!4;0T*,"!G#0HO1U,Q(=&S#0HP(%1C#0HP(%1W#0HH("`@("`@("`@
M("`@("`@("`@*51J#0HO1C,@,2!49@T*,3(N,S0@+3(N,S8@5\$0-"BA6\$5#
M551)5D4@3T9&24-4E,@3T8@5\$A%(%)%!TE35%)!3EOI5&H-"B] &,B`Q(%1F
M#OHU+C4V("TR+C,T(%1\$#0HH4&]S:71I;VX@=VET:"!T:&4@0V]M<&%N>2E4
M:@T*,2XR("TQ+C\$R(%1\$#0HH87,@;V8@36R8V@@,3,L(#(P,#`I5&H-"D54
M#0HP(\$<-"C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP(&@-"C\$@:2`-"C(U-"XX
M-2`X.3`N,#\$@;0T*,S4W+C4W(#@Y,"XP,2!L#0I3#0I"5`T*,3(@,"`P(#\$R
M(#DU+C<S(#@W-RXW!R!4;0T*,2XS,R!48PT*6R@*2TU-C`P**`@*2TR,30P
M,"@@("DQ,3(P**`I-S0P**`I751*#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@,3(V+C(Q(#@V-2XR.2!4;0T*+3`N,#`P,2!48PT**\$YA;64I5&H-
M"C,V+C@V,#<@,"!41`T**\$G92E4:@T*150-"C`N-2!`#0HQ.#\$N-C4@.#8P
M+CDW(&T-"CDU+C<S(#@V,"XY-R!L#0HY-2XW,R`X-C`N.3<@;0T*.34N-S,@
M.#8P+C0Y(&P-"E,-"C`@1PT*.34N-S,@.#8P+C0Y(&T-"CSX,2XV-2`X-C`N
M-#D@;`T*,3@Q+C8U(#@V,"XT.2!M#0HQ.#\$N-C4@.#8P+CDW(&P-"E,-"C`N
M-2!`#0HU,38N-#4@.#8P+CDW(&T-"C0Y-2XU-R`X-C`N.3<@;`T*-"#DU+C4W
M(#@V,"XY-R!M#0HT.34N-3<@.#8P+C0Y(&P-"E,-"C`@1PT*-"#DU+C4W(#@V
M,"XT.2!M#0HU,38N-#4@.#8P+C0Y(&P-"C4Q-BXT-2`X-C`N-#D@;0T*-3\$V
M+COU(#@V,"XY-R!L#0I3#0I"5`T*+T8R(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N
M,#<Y(#DU+C<S(#@T.2XT-2!4;0T*,"!48PT*6RA*+B!3+B! "<FEN>F\I+34W
M-C(N.2A#:&%I<FUA;B!A;F0@0VAI968@17AE8W5T:79E(\$]F9FEC97(@*2TQ
M-#`T-"@U."E=5\$H-"B] &-"`Q(%1F#0HP("TQ+C(Q-#0@5\$0-"ELH5"X@2BX@
M3UPR,C).96EL*2TU-C4S*%!R97-I9&5N="!A;F0@0VAI968@3W!E<F%T:6YG
M(\$]F9FEC97(@*2TQ-#(V-2XY*#4Y*5U42@T*5"H-"ELH5RX@4BX@0V%L9F5E
M*2TU,C`Y*\$5X96-U=&EV92!6:6-E(%!R97-I9&5N="U#;VUM97)C:6\$L("DM
M,30Q-30H-3,I751*#0I4*#T*6RA#B!"+B!"97I:RDM-3<V,BXY*%-E;FEO
M<B!6:6-E(%!R97-I9&5N="U&:6YA;F-E("DM,3<S,3DN-R@T-RE=5\$H-"EOJ
M#0I;*\$4N(\$,N(\$!0=VQI;F<I+30V-3(H4V5N:6]R(%9I8V4@4')E<VED96YT
M+4]P97)A=&EO;G,@*2TQ-C`Y-RXX*#0T*5U42@T*5"H-"ELH2BX@5RX@4V%N
M9&5R<RDM-#DS,2A396YI;W(@5FEC92!0<F5S:61E;GOM26YT97)N871I;VYA
M;"!\$979E;&]P;65N="`I+3DW,S@N-"@U-RE=5\$H-"EOJ#0I;*\$HN(\$\$N(%1R
M971H97=E>2DM-#`T,RXQ*%-E;FEO<B!6:6-E(%!R97-I9&5N="U/<&5R871I
M;VYS(%-E<G9I8V5S("DM,3(T-C`N,2@U-2E=5\$H-"EOJ#0I;*\$N(%N(%=E
M<W0I+38P.38N.2A396YI;W(@5FEC92!0<F5S:61E;GOM4V%L97,@86YD(\$-O
M;6UE<F-I86P@4&QA;FYI;F<@*2TW-C@Q+C4H-C,I751*#0HO1C(@,2!49@T*
M,3(@,"`P(#\$R(#(U+C8U(#<S-BXV-2!4;0T**`@("`@(%1H97)E(&ES(&YO
M(&9A;6EL>2!R96QA=&EO;G-H:7`@8F5T=V5E;B!A;GD@;V8@=&AE(&5X96-U
M=&EV92!09F9I8V5R<R!09B!T:&4@0V]M<&%N>2P@;W(@8F5T=V5E;B!A;GD@
M;V8@<W5C:"`I5&H-"C`@+3\$N,3(@5\$0-"BAE>&5C=71I=F4@;V9F:6-E<G,@
M86YD(&%N>2!09B!T:&4@1&ER96-T;W)S(&]F('!H92!#;VUP86YY+B!)/9F9I
M8V5R<R!A<F4@96QE8W1E9"IT;R!S97)V92!U;G1I;"!S=6-C97-S;W)S(&AA
M=F4@8F5E;B`I5&H-"E0J#0HH96QE8W1E9"X@06QL(&]F('!H92!A8F)V92UN
M86UE9"IE>&5C=71I=F4@;V9F:6-E<G,@;V8@=&AE(\$-O;7!A;GD@=V5R92!E
M;&5C=&5D(&5F9F5C=&EV92!O;B!T:&4@969F96-T:79E(&1A=&5S("E4:@T*
M5"H-"BAL:7-T960@8F5L;W<@9F]R(&5A8V@<@W5C:"!09F9I8V5R+B`I5&H-
M"C`@+3(N,R!41`T**`@("`@(%1H92!B=7-I;F5S<R!E>!E<FEE;F-E)F
M('!H92!P97)S;VYS(&YA;65D(&%B;W9E(&90<B!T:&4@;&%S="!F:79E('EE
M87)S(&ES(&%S(&90;&QO=W,Z("E4:@T*-2XX-"`M,2XQ,B!41`T*-2XP,2!4
M8PT*6R@@"DS-3`P**`I751*#0HO1C0@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@.34N-S,@-COS+C4S(%1M#0HP(%1C#0I;*\$HN(%N(\$)R:6Y;RDM,S8Y
M,2XS*%-E;FEO<B!%>&5C=71I=F4M1FEN86YC92P@0V]M<&%N>2PI751*#0HX
M+C,U-SD@+3\$N,3\$Y,B!41`T**`@3V-T;V)E<B`Q+"`Q.3DS('!0(%-E<'!E
M;6)E<B`S,"P@,3DY-2XI5&H-"C`@+3\$N,C\$T-"!41`T**\$5X96-U=&EV92!6
M:6-E(%!R97-I9&5N="U&:6YA;F-E+"!#;VUP86YY+"E4:@T*,"`M,2XQ,3DR
M(%1\$#0HH("!/8W108F5R(#\$L(#\$Y.34@=&\@2G5N92`S,"P@,3DY-RXI5&H-
M"C`@+3\$N,C\$T-"!41`T**\$5X96-U=&EV92!6:6-E(%!R97-I9&5N="U&:6YA
M;F-E(&%N9"!0;&%N;FEN9RP@0V]M<&%N>2PI5&H-"C`@+3\$N,3\$Y,B!41`T*
M**`@2G5L>2`Q+"`Q.3DW('!0(\$YO=F5M8F5R(#DL(#\$Y.3<N*51J#0HP("TQ
M+C(Q-#0@5\$0-"BA0<F5S:61E;G0@86YD(\$-H:65F(\$5X96-U=&EV92!)/9F9I
M8V5R+"!#;VUP86YY+"E4:@T*,"`M,2XQ,3DR(%1\$#0HH("!.;W9E;6)E<B`Q
M,"P@,3DY-R!T;R!\$96-E;6)E<B`S,2P@,3DY.2XI5&H-"C`@+3\$N,C\$T-"!4
M1`T**\$-H86ER;6%N(&%N9"!#;&EE9B!%>&5C=71I=F4@3V9F:6-E<BP@0V]M
M<&%N>2PI5&H-"C`@+3\$N,3\$Y,B!41`T**`@2F%N=6%R>2`Q+"`R,#`P('!0
M(&1A=&4N*51J#0HM."XS-3<Y("TQ+C(Q-#0@5\$0-"ELH5"X@2BX@3UPR,C).
M96EL*2TS-3@Q+C,H17AE8W5T:79E(%9I8V4@4')E<VED96YT+4-#22!/<&5R
M871I;VYS(&%N9"!496-H;F]L;V=Y+"!#;VUP86YY+"E=5\$H-"C@N,S4W.2`M
M,2XQ,3DR(%1\$#0HH("!/8W108F5R(#\$L(#\$Y.30@=&\@4V5P=&5M8F5R(#,P
M+"`Q.3DU+BE4:@T*,"`M,2XR,30T(%1\$#0HH17AE8W5T:79E(%9I8V4@4')E
M<VED96YT+4]P97)A=&EO;G,L(\$-O;7!A;GDL*51J#0HP("TQ+C\$Q.3(@5\$0-
M"B@@(\$]C=&]B97(@,2P@,3DY-2!T;R!\$96-E;6)E<B`S,2P@,3DY.2XI5&H-
M"C`@+3\$N,C\$T-"!41`T**%!R97-I9&5N="!A;F0@0VAI968@3W!E<F%T:6YG
M(\$]F9FEC97(L(\$-O;7!A;GDL*51J#0HP("TQ+C\$Q.3(@5\$0-"B@@(\$IA;G5A
M<GD@,2P@,C`P,"!T;R!D871E+BE4:@T*+3@N,S4W.2`M,2XR,30T(%1\$#0I;
M*%<N(%N(\$-A;&9E92DM,S\$S-RXT*%-E;FEO<B!%>&5C=71I=F4M0V]M;65R
M8VEA;"P@0V]M<&%N>2PI751*#0HX+C,U-SD@+3\$N,3\$Y,B!41`T**`@3V-T
M;V)E<B`Q+"`Q.3DS('!0(%-E<'!E;6)E<B`S,"P@,3DY-2XI5&H-"C`@+3\$N
M,C\$T-"!41`T**\$5X96-U=&EV92!6:6-E(%!R97-I9&5N="U#;VUM97)C:6\$L
M+"!#;VUP86YY+"E4:@T*,"`M,2XQ,3DR(%1\$#0HH("!/8W108F5R(#\$L(#\$Y
M.34@=&\@9&%T92XI5&H-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,S`P+C(Q(#,Y
M,RXT-2!4;0T**\$P("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V)J#0HS."`P
M(&]B:@T*/#P-"B]0<F]C4V5T(%LO4\$1&("]497AT(%T-"B] &;VYT(#P\#0HO

M87,@82!P87)T("E4:@T*5"H-"BAH97)E;V8@87,@17AH:6)I="`Q,UPH:EPI
M+BE4:@T*+T8U(#\$@5&8-"C`@+3(N,S8@5\$0-"BA)5\$5- (#<N(\$U!3D%'14U%
M3E1<,C(R4R!\$25-#55-324] . (\$% .1"!!3D%,65-)4R!/1B!&24Y!3D-)04P@
MOT].1\$E424) . (\$% .1" I5&H-"C`@+3\$N,C(@5\$0-"BA215-53%13(\$)&(\$]0
M15)!5\$E/3E,N*51J#0HO1C(@,2!49@T*, " `M,BXS-"!41`T**`@("`@(%1H
M92!I;F90<FUA=&EO;B!R97%U:7)E9"!B>2!T:&ES(&ET96T@:7,@:6YC;W)P
M;W)A=&5D(&AE<F5I;B!B>2!R969E<F5N8V4@86YD(&UA9&4@82!P87)T(&AE
M<F5O9B!F<F]M('!H870@*51J#0HO1C0@,2!49@T*, " `M,2XQ,B!41`T**`!O
M<G1I;VX@;V8@=&AE(\$-0;7!A;GE<,C(R<R!;!;FYU86P@4F5P;W)T('!O(%-E
M8W5R:71Y(\$AO;&1E<G,@9F)R('!H92!Y96%R(&5N9&5D(\$1E8V5M8F5R(#,Q
M+"`Q.3DY(\$-0;G1A:6YE9"!I;B`I5&H-"E0J#0HH=&AE(&UA=&5R:6%L('5N
M9&5R('!H92!H96%D:6YG(%PR,C--86YA9V5M96YT7#(R,G,@1&ES8W5<VEO
M;B!A;F0@06YA;'ES:7,@;V8@1FEN86YC:6%L(\$-0;F1I=&EO;B!A;F0@4F5S
M=6QT<R!O9B I5&H-"E0J#0HH3W!E<F%T:6]N<UPR,COL("U8V@@:6YF;W)M
M871I;VX@9FEL960@87,@82!P87)T(&AE<F5O9B!A<R!%;&AI8FET(##\$7"AA
M7"DN*51J#0HO1C,@,2!49@T*, " `M,BXS-B!41`T**\$E414T@-RX@02X@455!
M3\$E4051)5D4@04Y\$((%504Y4251!5\$E612!\$25-#3\$]355)%4R!;!0D]55"!-
M05)+150@4DE32RXI5&H-"B] &- " `Q(%1F#0HP("TR+C,T(%1\$#0HH("`@("`@
M5&AE(&EN9F]R;6%T:6]N(')E<75I<F5D(&)Y('!H:7,@:71E;2!I<R!I;F-O
M<G!O<F%T960@:&5R96EN(&)Y(')E9F5R96YC92!A;F0@;6%D92!A('!A<G0@
M:&5R96]F(&R;VT@=&AA="`I5&H-"C`@+3\$N,3(@5\$0-"BAP;W)T:6]N(&]F
M('!H92!#;VUP86Y7#(R,G,@06YN=6%L(&)E<&]R="!T;R!396-U<FET>2!
(M;VQD97)S(&90<B!T:&4@>65A<B!E;F1E9"!\$96-E;6)E<B`S,2P@,3DY.2!C
M;VYT86EN960@:6X@*51J#0I4*@T**`!H92!M871E<FEA;"!U;F1E<B!T:&4@
M:&5A9&EN9R!<,C(S36%N86=E;65N=%PR,C)S(\$1I<V-U<W-I;VX@86YD(\$%N
M86QY<VES(&]F(\$9I;F%N8VEA;"!#;VYD:71I;VX@86YD(%E<W5L="!E;V8@
M*51J#0I4*@T**\$]P97)A=&EO;G-<,C(T+"!S=6-H(&EN9F]R;6%T:6]N(&QO
M8V%T960@;VX@<&%G92`S,BP@86YD(&9I;&5D(&%S(&\$@<&R="!H97)E;V8@
M87,@17AH:6)I="`Q,UPH85PI+BE4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-
M"BA)5\$5- (#@N(\$9)3D%.0TE!3"!35\$%414U%3E13(\$% .1"!355!03\$5-14Y4
M05)9(\$!5\$N*51J#0HO1C0@,2!49@T*, " `M,BXS-"!41`T**`@("`@(%1H
M92!I;F90<FUA=&EO;B!R97%U:7)E9"!B>2!T:&ES(&ET96T@:7,@:6YC;W)P
M;W)A=&5D(&AE<F5I;B!B>2!R969E<F5N8V4@86YD(&UA9&4@82!P87)T(&AE
M<F5O9B!F<F]M('!H870@*51J#0HP("TQ+C\$R(%1\$#0HH<&]R=&EO;B!O9B!T
M:&4@0V]M<&%N>5PR,C)S(\$%N;G5A;"!297!O<G0@=&\@4V5C=7)I='D@2&]L
M9&5R<R!F;W(@=&AE('!E87(@96YD960@1&5C96UB97(@,SSL(#\$Y.3D@8V]N
M=&%I;F5D(&EN("E4:@T*5"H-"BAT:&4@;6%T97)I86P@=6YD97(@=&AE(&AE
M861I;F=S(%PR,C-3=&%T96UE;G0@;V8@0V]N<V]L:61A=&5D(\$9I;F%N8VEA
M;"!0;W-I=&EO;EPR,C0L(%PR,C-3=&%T96UE;G0@;V8@0V]N<V]L:61A=&5D
M("E4:@T*5"H-"BA);F-O;65<,C(T+"!<,C(S4W1A=&5M96YT(&]F(\$-0;G-O
M;&ED871E9"!#87-H(\$9L;W=S7#(R-"P@7#(R,U-T871E;65N="!O9B!#;VYS
M;VQI9&%T960@4VAA<F5H;VQD97)S7#(R,B!%<75I='E<,C(T+"!<,C(S3F]T
M97,@=&\@*51J#0I4*@T**\$-O;G-O;&ED871E9"!&:6YA;F-I86P@4W1A=&5M
M96YT<UPR,C0@86YD(%PR,C-1=6%R=&5R;'D@4F5S=6QT<R!O9B!/<&5R871I
M;VYS7#(R-"P@<W5C:"!I;F90<FUA=&EO;B!F:6QE9"!A<R!A('!A<G0@:&5R
M96]F("E4:@T*5"H-"BAA<R!%;&AI8FET<R`Q,UPH8UPI+"`Q,UPH9%PI+"`Q
M,UPH95PI+"`Q,UPH9EPI+"`Q,UPH9UPI(&%N9)`Q,UPH:%PI+"!R97-P96-T
M:79E;'DN(\$9Q;&QO=VEN9R!I<R!T:&4@7#(R,U)E<&]R="!O9B!);F1E<&5N
M9&5N="`I5&H-"E0J#0HH075D:710<G-<,C(T.B`I5&H-"C(R+C@X("TR+C,@
M5\$0-"B@Q,B I5&H-"D54#0IE;F1S=')E86T-"F5N9&]B:@T*+8#E,"!O8FH-
M"CF\#0HO4')O8U-E="!;+U!\$1B`O5&5X="!=#0HO1F]N="`\`T*+T8R(#0@
M,"!2#0HO1C,@-2`P(%("B] &- " `V(#`@4@T*+T8U(#OW(#`@4@T*/CX-"B] %
M>'!4W1A=&4@/#P-"B]'4S\$@-R`P(%("CX^#0H^/@T*96YD;V)J#OHT.2`P
M(&]B:@T*/#P-"B],96YG=&@@,3<U#0H^/@T*W1R96%M#0I"5`T*+T8R(#\$@
M5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*
M,"!48PT*, " !4=PT**`@("`@("`@("`@("`@("E4:@T*,3\$N.#8@+3(N
M,R!41`T**5H:7,@<&%G92!I;G1E;G1I;VYA;&QY(&QE9G0@8FQA;FL@9F]R
M('!A9VEN871I;VX@<'5R<&]S97,@*51J#0I%5`T*96YD<W1R96%M#0IE;F1O
M8FH-"C4P(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E>'0@70T*+T9O
M;G0@/#P-"B] &,B`T(#`@4@T*/CX-"B] %>'!4W1A=&4@/#P-"B]'4S\$@-R`P
M(%("CX^#0H^/@T*96YD;V)J#0HU,B`P(&]B:@T*/#P-"B],96YG=&@@,C<Q
M,'T*/CX-"G-T<F5A;0T*0E0-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@
M.38Q+C`U(%1M#0HP(<&- "B]'4S\$@9W,-"C`@5&,-"C`@5`<- "B@@"`@("`@
M("`@("`@("`@(" I5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH251%32`X
M+B!#;VYT:6YU960I5&H-"B] &,B`Q(%1F#0HQ-BXY."`M,BXS-"!41`T**`E
M<&]R="!O9B!);F1E<&5N9&5N="!;!61I=&]R<RE4:@T*150-"C`@1PT*, " !*
M(#`@:B`P+C(T('<@,3`@32!;73`@9`T*,2!I(`T*,C(Y+C0Q(#DP,RXT-2!M
M#OHS.#(N-S<@.3`S+C0U(&P-"E,-"D)4#0HQ,B`P(#`@,3(@,C4N-C4@.#<W
M+C`U(%1M#0HH4VAA<F5H;VQD97)S(&%N9"!;V%R9"!O9B!\$7)E8W1O<G,I
M5&H-"C`@+3\$N,3(@5\$0-"BA#;&5V96QA;F0M0VQI9F9S(\$EN8R I5&H-"C`@
M+3(N,R!41`T**=E(&AA=F4@875D:71E9"!T:&4@<W1A=&5M96YT(&]F(\$-O
M;G-O;&ED871E9"!F:6YA;F-I86P@<]S:71I;VX@;V8@0VQE=F5L86YD+4-L
M:69F<R!);F,@86YD(\$-0;G-O;&ED871E9` I5&H-"B] &- " `Q(%1F#0HP("TQ
M+C\$R(%1\$#0HH<W5B<VED:6%R:(&%S(&]F(\$1E8V5M8F5R(#,Q+"`Q.3DY
M(&%N9)`Q.3DX+"!A;F0@=&AE(')E;&%T960@<W1A=&5M96YT<R!O9B!C;VYS
M;VQI9&%T960@:6YC;VUE+"!S:&%R96AO;&1E<G-<,C(R("E4:@T*5"H-"BAE
M<75I='D@86YD(&-A<V@@9FQO=W,@9F]R(&5A8V@@;V8@=&AE('!H<F5E('!E
M87)S(&EN('!H92!P97)I;V0@96YD960@1&5C96UB97(@,SSL(#\$Y.3D@
M=&5D(&EN('!H92!I;F1E>"!A="!I=&5M("E4:@T*5"H-"B@Q-%PH85PI+B!/
M=7(@875D:71S(&%L<V@@:6YC;'5D960@=&AE(&9I;F%N8VEA;"!S=&%T96UE
M;G0@<V-H961U;&4@;&ES=&5D(&EN('!H92!I;F1E>"!A="!)=&5M(##\$7"AA
M7"DN(%1H97-E(&9I;F%N8VEA;"`I5&H-"E0J#0HH<W1A=&5M96YT<R!A;F0@
M<V-H961U;&4@87)E('!H92!R97-P;VYS:6)I;&ET>2!O9B!T:&4@0V]M<&%N
M>5PR,C)S(\$UA;F%G96UE;G0N(\$]U<B!R97-P;VYS:6)I;&ET>2!I<R!T;R!E
M>!R97-S(&%N("E4:@T*5"H-"BAO<&EN:6]N(&]N('!H97-E(&9I;F%N8VEA

M; " !S=&T96UE;G1S (&N9"!S8VAE9'5L92!B87-E9"!O;B!O=7 (@875D:71S
M+B`I5&H-"C`@+3(N,R!41`T**%=E(&-O;F1U8W1E9"!O=7 (@875D:71S (&EN
M (&C8VJ]R9&N8V4@=VET:"!A=61I=&EN9R!S=&N9&%R9', @9V5N97)A; &QY
M (&C8V5P=&5D (&EN ('1H92!5;FET960@4W1A=&5S+B!4: &J]S92`I5&H-"C`@
M+3\$N,3 (@5\$0-"BAS=&N9&%R9', @<F5Q=6ER92!T: &%T ('!E ('!L86X@86YD
M ('!E<F90<FT@=&AE (&%U9&ET ('!O (&]B=&%I;B!R96%S;VYA8FQE (&%S<W5R
M86YC92!A8F]U="!W: &5T: &5R ('1H92!F: 6YA;F-I86P@*51J#0I4*@T**'-T
M871E;65N=' ,@87)E (&9R964@;V8@;6%T97)I86P@;6ES<W1A=&5M96YT+B!!
M9;B!A=61I="!I;F-L=61E<R!E>&%M: 6YI;F<L (&]N (&\$@=&5S="!B87-I<RP@
M979I9&5N8V4@<W5P<&R=&EN9R!T: &4@*51J#0I4*@T**&%M;W5N=" ,@86YD
M (&I<V-L;W-U<F5S (&EN ('1H92!F: 6YA;F-I86P@<W1A=&5M96YT<RX@06X@
M875D:70@86QS;R!I;F-L=61E<R!A<W-E<W-I;F<@=&AE (&%C8V]U;G1I;F<@
M<')I;F-I<@QE<R!U<V5D ("E4:@T*5"H-"BAA;F0@<VEG;FEF:6-A;G0@97-T
M:6UA=&5S (&UA9&4@8GD@;6%N86E;65N="P@87, @=V5L;"!A<R!E=F%L=6%T
M:6YG ('1H92!O=F5R86QL (&9I;F%N8VEA;"!S=&%T96UE;G0@<')E<V5N=&%T
M:6]N+B`I5&H-"EOJ#0HH5V4@8F5L:65V92!T: &%T (&]U<B!A=61I=" ,@<')O
M=FED92!A (')E87-O;F%B; &4@8F%S:7, @9F]R (&]U<B!O<&EN:6]N+B`I5&H-
M"C`@+3(N,R!41`T**\$EN (&]U<B!O<&EN:6]N+"!T: &4@9FEN86Y:6%L ('-T
M871E;65N=' ,@<F5F97)R960@=&\@86)O=F4@<')E<V5N="!F86ER; 'DL (&EN
M (&%L;"!M871E<FEA;"!R97-P96-T<RP@=&AE (&-O;G-O; &ED871E9"``I5&H-
M"C`@+3\$N,3 (@5\$0-"BAF:6YA;F-I86P@<&]S:71I;VX@;V8@0VQE=F5I86YD
M+4-L:69F<R!);F, @86YD (&-O;G-O; &ED871E9"!S=6)S:61I87)I97, @870@
M1&5C96UB97 (@,S\$L (#\$Y.3D@86YD (#\$Y.3@L (&%N9"!T: &4@*51J#0I4*@T*
M*-&-O;G-O; &ED871E9"!R97-U; '1S (&]F ('1H96ER (&]P97)A=&EO;G, @86YD
M ('1H96ER (&-A<V@@9FQ@=W, @9F]R (&5A8V@@;V8@=&AE ('1H<F5E ('EE87)S
M (&EN ('1H92!P97)I;V0@96YD960@*51J#0I4*@T**\$1E8V5M8F5R (#,Q+"`Q
M.3DY+"!I;B!C;VYF;W)M:71Y ('!I=&@86-C;W5N=&EN9R!P<FEN8VEP; &5S
M (&=E;F5R86QL>2!A8V-E<'1E9"!I;B!T: &4@56YI=&5D (%-T871E<RX@06QS
M;RP@:6X@;W5R ("E4:@T*5"H-"BAO<&EN:6]N+"!T: &4@<F5L871E9"!F:6YA
M;F-I86P@<W1A=&5M96YT ('-C: &5D=6QE+"!W: &5N (&-O;G-I9&5R960@:6X@
M<F5L871I;VX@=&\@=&AE (&)A<VEC (&9I;F%N8VEA;"!S=&%T96UE;G1S ('1A
M:V5N ("E4:@T*5"H-"BAA<R!A ('!H;VQE+"!P<F5S96YT<R!F86ER; 'D@:6X@
M86QL (&UA=&5R:6%L (')E<W!E8W1S ('1H92!I;F90<FUA=&EO;B!S970@9F]R
M=&@=&AE<F5I;BX@*51J#0HS-RXS-B`M,BXS (%!\$#0HH+W,O (\$5R;G-T ("8@
M66]U;F<@3\$Q0 ("E4:@T*+3,W+C,V ("TR+C, @5\$0-"BA#; &5V96QA;F0L (\$]H
M:6\I5&H-"C`@+3\$N,3 (@5\$0-"BA*86YU87)Y (#(X+"`R, #`P ("E4:@T*,C(N
M.#@+3(N,R!41`T**#S ("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V]J#0HU
M,R`P (&]B:@T*/#P-"B]O<F]C4V5T (%L04\$1& ("]497AT (%T-"B] &VYT (#P\
M#0HO1C (@-"`P (@-"B] &R`U (#`@4@T*+T8T (#8@, " !2#0H^/@T*+T5X=\$=3
M=&%T92`\/`T*+T=3,2`W (#`@4@T*/CX-"CX^#0IE;F108FH-"C4U (#`@;V)J
M#0H\/`T*+TQE;F=T:"`R.38S#0H^/@T*<W1R96%M#0I`5`T*+T8R (#\$@5&8-
M"CSR (#`@, "Q,B`R-2XV-2`Y-C\$N, #4@5&T-"C`@9PT*+T=3,2!<G<PT*, " !4
M8PT*, " !4=PT**`@ ("`@ ("`@ ("`@ ("`@ ("`@ ("E4:@T*+T8S (#\$@5&8-"C`@
M+3(N,S8@5\$0-"BA)5\$5- (#DN (\$- (04Y'15, @24X@04Y\$ (\$1)4T%4D5%345.
M5%, @5TE42"!!0T-/54Y404Y44R!/3B! !0T-/54Y424Y' (\$%.1" `I5&H-"C`@
M+3\$N,C (@5\$0-"BA&24Y13D-)04P@1\$E30TQ/4U5212XI5&H-"B] &B`Q (%1F
M#0HP ("TR+C,T (%!\$#0HH ("`@ ("`@3F]N92XI5&H-"B] &R`Q (%1F#0HR,2XS
M,B`M,BXS-B!41`T**%!!4E0@24E)*51J#0HM,C\$N,S (@+3(N-"!41`T**\$E4
M14T@,3`N (\$1)4D5#5\$]24R!!3D0@15A#0U54259% (\$] &1DE#15)3 (\$] & (%1 (
M12!214=)4U1204Y4+BE4:@T*+T8T (#\$@5&8-"C`@+3(N,S0@5\$0-"B@@ ("`@
M ("!4: &4@:6YF;W)M871I;VX@<F5G87)D:6YG (\$I<F5C=&]R<R!R97%U:7)E
M9"!T;R!B92!F=7)N:7-H960@8GD@=&AI<R!)=&5M ('!I; &P@8F4@<V5T (&9O
M<G1H (&EN ('1H92!#;VUP86YY7#(R,G, @*51J#0HP ("TQ+C\$R (%!\$#0HH4')O
M>'D@4W1A=&5M96YT ('!O (%-E8W5R:71Y (\$AO; &1E<G,L ('!O (&)E (&9I; &5D
M ('!I=&@=&AE (%-E8W5R:71I97, @86YD (\$5X8VAA;F=E (\$-O;6UI<W-I;VX@
M;VX@;W (@86)O=70@*51J#0I4*@T**\$UA<F-H (#(P+"`R, #`P+"!A;F0@:7, @
M:6YC;W)P)A=&5D (&AE<F5I;B!B>2!R969E<F5N8V4@86YD (&UA9&4@82!P
M87)T (&AE<F5O9B!F<F]M ('1H92!0<F]X>2!3=&%T96UE;G0@9G)O;2!T: &4@
M*51J#0I4*@T**UA=&5R:6%L ('5N9&5R ('1H92!H96%D:6YG (%PR,C-%; &5C
M=&EO;B!O9B!\$:7)E8W10<G-<,C (T+B!4: &4@:6YF;W)M871I;VX@<F5G87)D
M:6YG (&5X96-U=&EV92!09F9I8V5R<R!R97%U:7)E9"!B>2!T: &ES ("E4:@T*
M5"H-"BAI=&5M (&ES ('!E="!F;W)T:"!I;B!087)T (\$D@: &5R96]F ('5N9&5R
M ('1H92!H96%D:6YG (%PR,C-%> &5C=71I=F4@3V9F:6-E<G,@;V8@=&AE (%E
M9VES=')A;G1<,C (T+"!W: &EC:"!I;F90<FUA=&EO;B!I<R`I5&H-"EOJ#0HH
M:6YC;W)P)A=&5D (&AE<F5I;B!B>2!R969E<F5N8V4N*51J#0HO1C,@,2!4
M9@T*, " `M,BXS-B!41`T**\$E414T@,3\$N (\$S814-55\$E612!#3TU014Y3051)
M3TXN*51J#0HO1C0@,2!49@T*, " `M,BXS-"!41`T**`@ ("`@ (%1H92!I;F9O
M<FUA=&EO;B!R97%U:7)E9"!T;R!B92!F=7)N:7-H960@8GD@=&AI<R!)=&5M
M ('!I; &P@8F4@<V5T (&9O<G1H (&EN ('1H92!#;VUP86YY7#(R,G,@4')O>'D@
M4W1A=&5M96YT ('!O ("E4:@T*, " `M,2XQ,B!41`T**%-E8W5R:71Y (\$AO; &1E
M<G,L ('!O (&)E (&9I; &5D ('!I=&@=&AE (%-E8W5R:71I97, @86YD (\$5X8VAA
M;F=E (\$-O;6UI<W-I;VX@;VX@;W (@86)O=70@36%R8V@@,C`L (#(P, #`L (&%N
M9"!I<R`I5&H-"EOJ#0HH:6YC;W)P)A=&5D (&AE<F5I;B!B>2!R969E<F5N
M8V4@86YD (&UA9&4@82!P87)T (&AE<F5O9B!F<F]M ('1H92!0<F]X>2!3=&%T
M96UE;G0@9G)O;2!T: &4@;6%T97)I86P@=6YD97 (@=&AE ("E4:@T*5"H-"BAH
M96%D:6YG<R!<,C (S17AE8W5T:79E (\$-O;7!E;G-A=&EO;EPR,C0@7"AE>&-L
M=61I;F<@=&AE (\$-O;7!E;G-A=&EO;B!#;VUM:71T964@4F5P;W)T (&]N (\$5X
M96-U=&EV92!#;VUP96YS871I;VY<*2P@*51J#0I4*@T**%PR,C-096YS:6]N
M (\$E;F5F:71S7#(R-"P@86YD ('1H92!F:7)S="!F:79E ('!A<F%G<F%P:' ,@
M=6YD97 (@7#(R,T%G<F5E;65N=' ,@86YD (%1R86YS86-T:6]N<UPR,CON*51J
M#0HO1C,@,2!49@T*, " `M,BXS-B!41`T**\$E414T@,3(N (%-0U522519 (\$]7
M3D524TA)4)!/1B!#15)404E. (\$)%3D5&24-)04P@3U=.15)3 (\$%.1" !-04Y'
M1T5-14Y4+BE4:@T*+T8T (#\$@5&8-"C`@+3(N,S0@5\$0-"B@@ ("`@ ("!4: &4@
M:6YF;W)M871I;VX@<F5Q=6ER960@=&\@8F4@9G5R;FES: &5D (&)Y ('1H:7, @
M271E;2!W:6QL (&)E ('!E="!F;W)T:"!I;B!T: &4@0V]M<&%N>5PR,C)S (%!R

M;WAY(%-T871E;65N="!T;R\I5&H-"C`@+3\$N,3(@5\$0-"BA396-U<FET>2!(M;VQD97)S+"!T;R!B92!F:6QE9"!W:71H('1H92!396-U<FET:65S(&%N9"!%M>&-H86YG92!#;VUM:7-S:6]N(&]N(&]R(&%B;W5T(\$UA<F-H(#(++"`R,#`P M+"!A;F0@:7,@*51J#0I4*`@T**&EN8V]R<&]R871E9"!H97)E:6X@8GD<CF5F M97)E;F-E(&%N9"!M861E(&\$@<&%R="!H97)E;V8@9G)O;2!T:;&4@4')O>'D@ M4W1A=&5M96YT(&9R;VT@=&AE(&UA=&5R:6%L('5N9&5R('1H92'I5&H-"E0J M#0HH:&5A9&EN9R!<,C(S4V5C=7)I=&EE<R!/=VYE<G-H:7`@;V8@36%N86=E M;65N="!A;F0@0V5R=&]I;B!/=&AE<B!097)S;VYS7#(R-"XI5&H-"B] &,R`Q M(%1F#0HP("TR+C,V(%1\$#0HH251%32`Q,RX@0T525%\$)3B!214Q!5\$E/3E-(M25!3(\$%1"1!214Q!5\$5\$(%1204Y304-424).4RXI5&H-"B] &-"`Q(%1F#0HP M("TR+C,T(%1\$#0HH("`@("`@5&AE(&EN9F]R;6%T:6]N(')E<75I<F5D('1O M(&)E(&9U<FYI<VAE9"!B>2!T:&ES(\$ET96T@=VEL;"1B92!S970@9F]R=&@@ M:6X@=&AE(\$-O;7!A;GE<,C(R<R!0<F]X>2!3=&%T96UE;G0@=&\@*51J#0HP M("TQ+C\$R(%1\$#0HH4V5C=7)I="D@2&]L9&5R<R@=&\@8F4@9FEL960@=VET M:"!T:&4@4V5C=7)I=&EE<R!A;F0@17AC:&%N9V4@0V]M;6ES<VEO;B!O;B!O M<B!A8F]U="!-87)C:"`R,"P@,C`P,"P@86YD(&ES("E4:@T*5"H-"BAI;F-O M<G!O<F%T960@:&5R96EN(&)Y(')E9F5R96YC92!A;F0@;6%D92!A('!A<G0@ M:&5R96]F(&9R;VT@=&AE(%!R;WAY(%-T871E;65N="!F<F]M('1H92!M871E M<FEA;"!C;VYT86EN960@:6X@*51J#0I4*`@T**&9O;W1N;W1E(%PH.%PI('1O M('1H92!3=6UM87)Y(\$-O;7!E;G-A=&EO;B!486)L92!U;F1E<B!T:&4@:&5A M9&EN9R!<,C(S17AE8W5T:79E(\$-O;7!E;G-A=&EO;EPR,CON("E4:@T*,C(N M.#@+3(N,R!41`T**`#T("E4:@T*150-"F5N9"-T<F5A;0T*96YD;V)J#0HU M-B`P(&]B:@T*/#P-"B]O<F]C4V5T(%LO4\$1&("]497AT(%T-"B] &;VYT(#P\ M#0H01C@(-" `P(%("-B] &,R`U(#`@4@T*+T8T(#8@,"12#0H`/@T*+T5X=\$=3 M=&%HT92`\ /`T*+T=3,2`W(#`@4@T*/CX-"CX^#0IE;F1O8FH-"C4X(#`@;V)J M#0H\ /`T*+TQE;F=T:"`S,C(X#0H`/@T*+W1R96M#0I"5`T*+T8R(#\$@5&8- M"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*, "14 M8PT*, "14=PT**" @("`@("`@("`@("`@("`@("E4:@T*,C\$N-#0@+3(N,R!4 M1`T**%!!4E0@258I5&H-"B] &,R`Q(%1F#0HM,C\$N-#0@+3(N,S8@5\$0-"BA) M5\$5- (#\$T+B!%6\$A)ODE44RP@1DE.04Y#24%,(%-4051%345.5"!30TA%1%5, M15,@04Y\$(%)%4\$]25%,@3TX@1D]232`X+4LN*51J#0H01C@,2!49@T*, " `M M,BXS-"141`T**" @("`@(%PH85PI(%PH,5PI(&%N9"!<*#)<*2U, :7-T(&]F M(\$9I;F%N8VEA;"!3=&%T96UE;G1S(&%N9"!&:6YA;F-I86P@4W1A=&5M96YT M(%-C:&5D=6QE<RX@*51J#0HP("TR+C,@5\$0-"B@@("`@("14:&4@9F]L; &]W M:6YG(&-O;G-O;&ED871E9"!F:6YA;F-I86P@<W1A=&5M96YT<R!O9B!T:&4@ MOV]M<&%N>2P@:6YC;'5D960@:6X@=&AE(\$%N;G5A;"1297!O<G0@=&\@4V5C M=7)I="D@*51J#0HP("TQ+C\$R(%1\$#0HH2&]L9&5R<R!F;W(@=&AE('EE87(@ M96YD960@1&5C96UB97(@,S\$L(#\$Y.3DL(&%R92!I;F-O<G!O<F%T960@8GD@ M<F5F97)E;F-E(&EN(\$ET96T@.#H@*51J#0H01C0@,2!49@T*, " `M, BXS(%1\$ M#0HH("`@("`@4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!&:6YA;F-I86P@ M4&]S:71I;VX@7#(R-RE4:@T*, " `M,2XQ,B!41`T**" @("`@("`@("`@(\$1E M8V5M8F5R(#,Q+"`Q.3DY(&%N9"`Q.3DX("E4:@T*, " `M, BXS(%1\$#0HH("`@ M("`@4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!);F-O;64@7#(R-R!996%R M<R!E;F1E9"E4:@T*, " `M,2XQ,B!41`T**" @("`@("`@("`@(\$1E8V5M8F5R M(#,Q+"`Q.3DY+"`Q.3DX(&%N9"`Q.3DW("E4:@T*, " `M, BXS(%1\$#0HH("`@ M("`@4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!#87-H(\$9L;W=S(%PR,C<@ M665A<G,@96YD960I5&H-"C`@+3\$N,3(@5\$0-"B@@("`@("`@("`@("\$96-E M;6)E<B`S,2P@,3DY.2P@,3DY."!A;F0@,3DY-R`I5&H-"C`@+3(N,R!41`T* M*" @("`@(%-T871E;65N="!O9B!#;VYS;VQI9&%T960@4VAA<F5H;VQD97)S M7#(R,B!%<75I="D@7#(R-R!996%R<R!E;F1E9"E4:@T*, " `M,2XQ,B!41`T* M*" @("`@("`@("`@(\$1E8V5M8F5R(#,Q+"`Q.3DY+"`Q.3DX(&%N9"`Q.3DW M("E4:@T*, " `M, BXS(%1\$#0HH("`@("`@3F]T97,@=&\@0V]N<V]L:61A=&5D M(\$9I;F%N8VEA;"!3=&%T96UE;G1S*51J#0I4*`@T**" @("`@("`@("`@(\$1H M92!F;VQL;W-I;F<@8V]N<V]L:61A=&5D(&9I;F%N8VEA;"!S=&%T96UE;G0@ M<V-H961U;&4@;V8@=&AE(\$-O;7!A;GD@:7,@:6YC;'5D960@:&5R96EN(&EN M(\$ET96T@,31<* &1<*2`I5&H-"C`@+3\$N,3(@5\$0-"BAA;F0@871T86-H960@ M87,@17AH:6)I="`Y.5PH85PI+B`I5&H-"C`@+3(N,R!41`T**" @("`@("`@ M("`@(%-C:&5D=6QE(\$E) (%PR,C<@5F\$L=6%T:6]N(&%N9"!1=6%L:69Y:6YG M(&%C8V]U;G1S("E4:@T*5"H-"B@@("`@("`@("`@("!;!;&P@;W1H97(@<V-H M961U;&5S(&9O<B!W:&EC:"!P<F]V:7-I;VX@:7,@;6%D92!I;B!T:&4@87!P M; &EC86)L92!A8V-O=6YT:6YG(')E9W5L871I;VX@;V8@=&AE(%-E8W5R:71I M97,@86YD("E4:@T*, " `M,2XQ,B!41`T**\$X8VAA;F=E(\$-O;6UI<W-I;VX@ M87)E(&YO="!R97%U:7)E9"!U;F1E<B!T:&4@<F5L871E9"!I;G-T<G5C=&EO M;G,@;W(@87)E(&EN87!P;&EC86)L92P@86YD('1H97)E9F]R92!H879E(&)E M96X@*51J#0I4*`@T**&]M:71T960N("E4:@T*, " `M, BXS(%1\$#0HH("`@("`@ M("`@("`@7@S7"D@3&ES="!O9B!%>&AI8FET<R!<,C(W(%))E9F5R('1O(\$5X M:&EB:70@26YD97@;&VX@<&%G97,@,3<M,C0@=VAI8V@@:7,@:6YC;W)P;W)A M=&5D(&AE<F5I;B!B>2!R969E<F5N8V4N("E4:@T*5"H-"B@@("`@("!<* & < M*2!4=V\@<F5P;W)T<R!O;B!&;W)M(#@M2R!W97)E(&9I;&5D(&EN('1H92!F M;W5R=&@<75A<G1E<B!O9B`Q.3DY.B!<*#&*&2!&;W)M(#@M2R@9&9&%T960@ M1&5C96UB97(@,C@L(#\$Y.3DL("E4:@T*, " `M,2XQ,B!41`T**&-O=F5R:6YG M(&\$@0V]M<&%N>2! .97=S)E;&5A<V4@<'5B;&ES:&5D(&]N(\$1E8V5M8F5R M(#(R+"`Q.3DY('=I=&@@<F5S<&5C="!T;R!S96YI;W(@;6%N86=E;65N="!C M:&%N9V5S('1O("E4:@T*5"H-"BAB92!E9F9E8W1I=F4@2F%N=6%R>2`Q+"`R M,#`P.R!A;F0@7"@R7"D@1F]R;2`X+4LL(&1A=&5D(\$1E8V5M8F5R(#,P+"`Q M.3DY+"!C;W9E<FEN9R!A(\$-O;7!A;GD@3F5W<R!296QE87-E("E4:@T*5"H- "M"BPAP=6)L:7-H960@;VX@1&5C96UB97(@,C@L(#\$Y.3D@=VET:"!R97-P96-T M('1O(\$]U=&QQ;VL@9F]R(#(P,#`N("E4:@T*, " `M, BXS(%1\$#0HH("`@("`@ M7"AC7"D@17AH:6)I=',@;&ES=&5D(&EN(\$ET96T@,31<* &%<*5PH,UPI(&%B M;W9E(&%R92!I;F-L=61E9"!O;B!P86=E<R`R-2TV,RX@*51J#0I4*`@T**" @ M("`@(%PH9%PI(%1H92!S8VAE9'5L92!L:7-T960@86)O=F4@:6X@271E;2`Q M-=%PH85PI7@Q7"D@86YD(%PH,EPI(&ES(&%T=&%C:&5D(&%S(\$5X:&EB:70@ M.3E<* &%<*2!I;F-O<G!O<F%T960@:&5R96EN(&)Y("E4:@T*, " `M,2XQ,B!4 M1`T**')E9F5R96YC92XI5&H-"B] &,R`Q(%1F#0HR,"XQ-"`M, BXS-B!41`T* M*%-)1TY!5%5215,I5&H-"B] &-"`Q(%1F#0HM,C`N,30@+3(N,S0@5\$0-"B@@

M(" `@ ("! 0=7) S=6%N="! T; R! T: &4@<F5Q=6ER96UE; G1S (&] F (%-E8W1I; VX@
M, 3, @; V8@=&AE (%-E8W5R: 71I97, @17AC: &%N9V4@06-T (&] F (#\$Y, SOL ('1H
M92!296=I<W1R86YT (&AA<R!D=6QY ("E4: @T*, " `M, 2XQ, B! 41 `T** &-A=7-E
M9"! T: &ES (') E<&] R="! T; R! B92! S: 6=N960@; VX@: 71S (&E: &%L9B! B>2! T
M: &4@=6YD97) S: 6=N960L ('1H97) E=6YT; R! D=6QY (&%U=&AO<FEZ960N ("E4
M: @T*+T8S (#\$@5&8-"C`@+3 (N, S@05\$0-"BA#3\$5614Q) 3DOM0TQ) 1D93 (\$E.
MORE4: @T*+T8T (#\$@5&8-"C`@+3 (N, S@05\$0-"BA">3H@+W, O (\$-Y; G1H: 6\$@
MOBX@0F5Z: 6LI5&H-"C`@+3\$N, 3 (@5\$0-"C`N, # `P, 2! 48PT*+3 `N, # `P, 2! 4
M=PT**" `@ (" `@ (%PR, C=<, C (W7# (R-UPR, C=<, C (W7# (R-UPR, C=<, C (W7# (R
M-UPR, C=<, C (W*51J#0I4* @T*, " !48PT*, " !4=PT**&-Y; G1H: 6\$@0BX@0F5Z
M: 6LI5&H-"EOJ#0HH4V5N: 6] R (%9I8V4@4') E<VED96YT (%PR, C<@1FEN86YC
M92E4: @T*5"H-"BA\$871E. B!-87) C: " `Q-BP@, C`P, " `I5&H-"C (R+C@X ("TR
M+C, @5\$0-"B@Q-2 `I5&H-"D54#0IE; F1S=') E86T-"F5N9&] B: @T*-3D@, " !O
M8FH-"CP\#0HO4') O8U-E="! ; +U! \$1B`O5&5X="! =#0HO1F] N=" ` \ / `T*+T8R
M (#0@, " !2#0HO1C, @-2`P (% (-"B] &- " `V (#`@4@T*/CX-"B] >' 1' 4W1A=&4@
M/#P-"B] `4SS@-R`P (% (-"CX`#0H`/@T*96YD; V) J#0HV, 2`P (&] B: @T*/#P-
M"B] , 96YG=&@@, C@P-PT*/CX-"G-T<F5A; OT*0E0-"B] &, B`Q (%1F#0HQ, B`P
M (#`@, 3 (@, C4N-C4@. 38Q+C`U (%1M#0HP (&<-"B] `4SS@9W, -"C`@5&, -"C`@
M5`<-"B@@" (`@ ("`@ ("`@ ("`@ ("`@ ("`I5&H-"C`@+3 (N, R! 41 `T**" `@ ("`@
M (%! U<G-U86YT ('! O ('1H92! R97%U: 7) E; 65N=' , @; V8@=&AE (%-E8W5R: 71I
M97, @17AC: &%N9V4@06-T (&] F (#\$Y, SOL ('1H: 7, @<F5P; W) T (&AA<R! B965N
M ('-I9VYE9" 1B96QO=R! B>2! T: &4@*51J#0HP ("TQ+C\$R (%1\$#0HH9F] L; &] W
M: 6YG ('! E<G-O; G, @; VX@8F5H86QF (&] F ('1H92! 296=I<W1R86YT (&%N9"! I
M; B! T: &4@8V%P86-I=&EE<R! A; F0@; VX@=&AE (&1A=&5S (&EN9&EC871E9"X@
M*51J#0HX+C\$X ("TQ+C\$R (%1\$#0HQ+C (W (%1C#0I; * " `I+3<R. # `H (" `I+3\$Q
M-38P*" `@*5U42@T*+T8S (#\$@5&8-"C\$P+C`W. 2`P (#`@, 3`N, #<Y (#\$U, RXU
M-R`X. 30N, #D@5&T-"C`@5&, -"ELH4VEG; F%T=7) E<RDM, 3\$U-#\$N, BA4: 71L
M92DM, 3`X. # (N, RA\$871E*5U42@T*150-"C`N-2! #0HP (\$@H, " !J (#`N, C0@
M=R`Q, " !- (#M="! #D#0HQ (&D@#0HR, CDN, 3<@. #@Y+C<W (&T-"C\$R, RXX, 2`X
M. #DN-S<@; T* , 3 (S+C@Q (@@X. 2XW-R! M#0HQ, C, N. #S@. #@Y+C (Y (&P-"E, -
M"C`@1PT*, 3 (S+C@Q (@@X. 2XR. 2! M#0HR, CDN, 3<@. #@Y+C (Y (&P-"C (R. 2XQ
M-R`X. #DN, CD@; OT*, C (Y+C\$W (@@X. 2XW-R! L#0I3#0HP+C4@1PT*-#`T+C, W
M (#@X. 2XW-R! M#0HR-#N-C4@. #@Y+C<W (&P-"C (T-RXV-2`X. #DN-S<@; OT*
M, COW+C8U (@@X. 2XR. 2! L#0I3#0HP (\$<-"C (T-RXV-2`X. #DN, CD@; OT*-#`T
M+C, W (@@X. 2XR. 2! L#0HT, #0N, S<@. #@Y+C (Y (&T-"COP-"XS-R`X. #DN-S<@
M; T*4PT*, "XU (\$<-"COX. "XS-R`X. #DN-S<@; OT*-# (R+C@U (@@X. 2XW-R! L
M#0HT, C (N. #4@. #@Y+C<W (&T-"C0R, BXX-2`X. #DN, CD@; `T*4PT*, " ! ` #0HT
M, C (N. #4@. #@Y+C (Y (&T-"COX. "XS-R`X. #DN, CD@; `T*-#@X+C, W (@@X. 2XR
M. 2! M#0HT. #@N, S<@. #@Y+C<W (&P-"E, -"D) 4#0HO1C (@, 2! 49@T*, 3`N, #<Y
M (#`@, " `Q, "XP-SD@, 3 (S+C@Q (@@W. "XR-2! 4; OT*6RA*+B! 3+B! "<FEN>F\I
M+3<V, C`N, RA#: &%I<FUA; B! A; F0@OVAI968@17AE8W5T: 79E ("E=5\$H-"C\$R
M+C (X-CD@+3\$N, 3\$Y, B! 41 `T**\$] F9FEC97 (@86YD (%! R: 6YC: 7! A; " ! %>&5C
M=71I=F4@*51J#0I4* @T**\$] F9FEC97 (@86YD (\$! I<F5C=&] R ("E4: @T*, 3<N
M, S@R-B`R+C (S. #, @5\$0-"BA-87) C: " `Q-BP@, C`P, "E4: @T*+3 (Y+C8V. 34@
M+3, N-#4R-R! 41 `T*6RA#B!"+B! "97II: RDM-S8R, "XS*%-E; FEO<B! 6: 6-E
M (%! R97-I9&5N="T@1FEN86YC92! A; F0@*5U42@T*, 3 (N, C@V. 2`M, 2XQ, 3DQ
M (%1\$#0HH4') I; F-I<@%L (\$9I; F%N8VEA; " ! /9F9I8V5R ("E4: @T*, 3<N, S@R
M-B`Q+C\$Q. 3\$@5\$0-"BA-87) C: " `Q-BP@, C`P, "E4: @T*+3 (Y+C8V. 34@+3 (N
M, S, S-2! 41 `T*6RA2+B! +B! , 97) O=7@I+3<S-#N, RA#; VYT<F] L; &5R (&%N
M9"! 0<FEN8VEP86P@06-C; W5N=&EN9R`I751*#0HQ, BXR. #8Y ("TQ+C\$Q. 3 (@
M5\$0-"BA/9F9I8V5R ("E4: @T*, 3<N, S@R-B`Q+C\$Q. 3 (@5\$0-"BA-87) C: " `Q
M-BP@, C`P, "E4: @T*+3 (Y+C8V. 34@+3 (N-# (X. " !41 `T*6RA*+B! \$+B! "<F5L
M86YD+"!) 24DI+34X-#4N-"A\$: 7) E8W1O<B`I+3\$S. #`P+CDH36%R8V@, 38L
M (# (P, # `I751*#0HP ("TQ+C (Q-#0@5\$0-"ELH1RX@1BX@2F] K; &EK*2TV-38T
M+C, H1&ER96-T; W (@*2TQ, S@P, "XY*\$UA<F-H (#\$V+" `R, # `P*5U42@T*5"H-
M"ELH3"X@3`X@2V%N=6LI+3<S. 3DN, RA\$: 7) E8W1O<B`I+3\$S. #`P+CDH36%R
M8V@, 38L (# (P, # `I751*#0I4* @T*6RA!+B! +B! -87-S87) O*2TV-#4U+C0H
M1&ER96-T; W (@*2TQ, S@P, "XY*\$UA<F-H (#\$V+" `R, # `P*5U42@T*5"H-"ELH
M1BX@4BX@36-! ; &QI<W1E<BDM-3<S, 2XT*\$1I<F5C=&] R ("DM, 3, X, # `N. 2A-
M87) C: " `Q-BP@, C`P, "E=5\$H-"EOJ#0I; *\$HN (\$, N (\$UO<FQE>2DM-S (X-RXS
M*\$1I<F5C=&] R ("DM, 3, X, # `N. 2A-87) C: " `Q-BP@, C`P, "E=5\$H-"EOJ#0I;
M*%, N (\$ (N (\$] R97-M86XI+38T-30N-"A\$: 7) E8W1O<B`I+3\$S. #`P+CDH36%R
M8V@, 38L (# (P, # `I751*#0I4* @T*6RA!+B! 38VAW87) T>BDM-S, T-"XS*\$1I
M<F5C=&] R ("DM, 3, X, # `N. 2A-87) C: " `Q-BP@, C`P, "E=5\$H-"C\$R (#`@, " `Q
M, B`R-2XV-2`V. # (N-C4@5&T-"ELH ("DM, C, Q, S`H0GDZ ("] S+R! #>6YT: &EA
M (\$ (N (\$) E>FEK*5U42@T*+T8T (#\$@5&8-"C (S+C, X ("TQ+C\$R (%1\$#0HP+C`P
M, #S@5&, -"BTP+C`P, #S@5`<-"B@@" (`@ ("! <, C (W7# (R-UPR, C=<, C (W7# (R
M-UPR, C=<, C (W7# (R-UPR, C=<, C (W7# (R-UPR, C=<, C (W7# (R-UPR, C<I5&H-
M"EOJ#0HP (%1C#0HP (%1W#0HH ("`@ ("`@7" A#>6YT: &EA (\$ (N (\$) E>FEK+"! A
M<R! != " ! 0<FYE>2UI; BU&86-T7"DI5&H-"BTR, RXS. " `M, BXS (%1\$#0HH ("`@
M ("`@3W) I9VEN86P@<&] W97) S (&] F (&%T=&] R; F5Y (&%U=&AO<FEZ: 6YG (\$! O
M: &x@4RX@0G) I; GIO+"! #>6YT: &EA (\$ (N (\$) E>FEK+"! ; W-E<&@2"X@0F%L
M; 'A>2P@2G (N+"! A; F0@2F] H; B! #+B`I5&H-"C`@+3\$N, 3 (@5\$0-"BA, 96YH
M87) D (&%N9"! E86-H (&] F ('1H96TL ('! O ('-I9VX@=&AI<R! ; FYU86P@4F5P
M; W) T (&] N (\$9O<FT@, 3`M2R! A; F0@86UE; F1M96YT<R! T: &5R971O (&] N (&E
M: &%L9B! O9B! T: &4@*51J#0I4* @T**&B; W9E+6YA; 65D (&] F9FEC97) S (&%N
M9"! \$: 7) E8W1O<G, @; V8@=&AE (%E9VES=') A; G0@: &%V92! B965N (&9I; &5D
M ('=I=&@@=&AE (%-E8W5R: 71I97, @86YD (\$X8VA; F=E ("E4: @T*5"H-"BA#
M; VUM: 7-S: 6] N+B`I5&H-"C (R+C@X ("TR+C, @5\$0-"B@Q-B`I5&H-"D54#0IE
M; F1S=') E86T-"F5N9&] B: @T*-C (@, " ! O8FH-"CP\#0HO4') O8U-E="! ; +U! \$
M1B`O5&5X="! =#0HO1F] N=" ` \ / `T*+T8R (#0@, " !2#0HO1C, @-2`P (% (-"B] &
M-" `V (#`@4@T*/CX-"B] >' 1' 4W1A=&4@/#P-"B] `4SS@-R`P (% (-"CX`#0H`
M/@T*96YD; V) J#0HV-"`P (&] B: @T*/#P-"B] , 96YG=&@@, S, R-PT*/CX-"G-T
M<F5A; OT*0E0-"B] &, B`Q (%1F#0HQ, B`P (#`@, 3 (@, C4N-C4@. 38Q+C`U (%1M
M#0HP (&<-"B] `4SS@9W, -"C`@5&, -"C`@5`<-"B@@" (`@ ("`@ ("`@ ("`@ ("`@

M(" `I5&H-"B] &, R`Q(%1F#0HQ.2XU,B`M,BXS-B!41`T**\$582\$E"250@24Y\$
M15@I5&H-"B] &, B`Q(%1F#0HM,38N,# (@+3\$N,38@5\$0-"C(N-S,@5&,-"ELH
M(" `I,C4V,"@*2TR-C`T,"@*3(U-#`H("E=5\$H-"B] &, R`Q(%1F#0HQ,"XP
M-SD@," `P(#\$P+C`W.2`T-S,N,C4@.3`V+C,S(%1M#0HP(%1C#0HH4&%G:6YA
M=&EO;B!B>2E4:@T*+30P+C`U,30@+3\$N,C,X,B!41`T**\$5X:&EB:70I5&H-
M"COP+C`V-3@@"`"41`T**\$-E<75E;G1I86PI5&H-"BTT,"XY-38S("TQ+C(S
M.# (@5\$0-"BTP+C`P,#\$@5&,-"BA.=6UB97(I5&H-"C,Y+C\$R,C@@,"!41`T*
M,"!48PT**\$YU;6)E<FEN9R!3>7-T96TI5&H-"D54#0HP+C4@1PT*,"!*(#`@
M:B`P+C(T`<@,3`@32!;73`@9`T*,2!I(`T*,3`S+C\$W(@#W-RXP-2!M#0HV
M-RXV-2`X-S<N,#4@;`T*-C<N-C4@.#<W+C`U(&T-"C8W+C8U(@#W-BXU-R!L
M#0I3#0HP(\$<-"C8W+C8U(@#W-BXU-R!M#0HQ,#,N,3<@.#<V+C4W(&P-"C\$P
M,RXQ-R`X-S8N-3<@;0T*,3`S+C\$W(@#W-RXP-2!L#0I3#0HP+C4@1PT*-30T
M+C(Y(@#W-RXP-2!M#0HT-C\$N.3<@.#<W+C`U(&P-"COV,2XY-R`X-S<N,#4@
M;0T*-*#8Q+CDW(@#W-BXU-R!L#0I3#0HP(\$<-"COV,2XY-R`X-S8N-3<@;0T*
M-30T+C(Y(@#W-BXU-R!L#0HU-#0N,CD@.#<V+C4W(&T-"C4T-"XR.2`X-S<N
M,#4@;`T*4PT*0E0-"C\$R(#`@,"`Q,B`Q,#@N-#4@.#8S+C\$S(%1M#0HH07)T
M:6-L97,@;V8@26Y;W)P;W)A=&EO;B!A;F0@0GDM3&%W<R!09B!#; &5V96QA
M;F0M0VQI9F9S(\$EN8RE4:@T*+T8R(#\$@5&8-"BTS+CO@+3\$N,CO@5\$0-"ELH
M,UPH85PI*2TQ-S@Y+CDH06UE;F1E9"!<G1I8VQE<R!09B!);F-O<G!O<F%T
M:6]N(&]F(\$-L979E;&%N9"U#;&EF9G,@26YC(%PH9FEL960@87,@*5U42@T*
M,RXT("TQ+C\$R(%1\$#0HH17AH:6)I="S7"AA7"D@=&\@1F]R;2`Q,"U+(&]F
M(\$-L979E;&%N9"U#;&EF9G,@26YC(&9I;&5D(&]N(\$UA<F-H(#(V+"`I5&H-
M"E0J#0HH,3DY-B!A;F0@:6YC;W)P;W)A=&5D(&)Y(')E9F5R96YC95PI("E4
M:@T*,CDN-#8@,BXR-"!41`T**\$YO="!<!
L:6-A8FQE*51J#0HM,S(N.#8@
M+3,N-#0@5\$0-"ELH,UPH8EPI*2TQ-S,S+CDH4F5G=6QA=&EO;G,@;V8@0VQE
M=F5L86YD+4-L:69F<R!);F,@7"AF:6QE9"!A<R!%>&AI8FET(#-<*%&)<*2!T
M;R!&;W)M(#\$P+4L@*5U42@T*,RXT("TQ+C\$R(%1\$#0HH;V8@0VQE=F5L86YD
M+4-L:69F<R!);F,@9FEL960@;VX@36%R8V@,C8L(#\$Y.38@86YD(&EN8V]R
M<&]R871E9"!B>2`I5&H-"E0J#0HH<F5F97)E;F-E7"D@*51J#0HR.2XT-B`R
M+C(T(%1\$#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"B] &, R`Q(%1F#0HM,CDN-#8@
M+3,N-2!41`T**\$EN<W1R=6UE;G1S(&1E9FEN:6YG(')I9VAT<R!09B!S96-U
M<FET>2!H;VQD97)S+"!I;F-L=61I;F<@*51J#0HP("TQ+C(R(%1\$#0HH:6YD
M96YT=7)E<RE4:@T*+T8R(#\$@5&8-"BTS+CO@+3\$N,CO@5\$0-"ELH-%PH85PI
M*2TQ-S@Y+CDH1F]R;2!09B!#;VUM;VX@4W108VL@0V5R=&EF:6-A=&4@7"AF
M:6QE9"!A<R!%>&AI8FET(#1<*%&)<*2!T;R!&;W)M(#\$P+4L@*5U42@T*,RXT
M("TQ+C\$R(%1\$#0HH;V8@0VQE=F5L86YD+4-L:69F<R!);F,@9FEL960@;VX@
M36%R8V@,C4L(#\$Y.3@86YD(&EN8V]R<&]R871E9"!B>2`I5&H-"E0J#0HH
M<F5F97)E;F-E7"D@*51J#0HR.2XT-B`R+C(T(%1\$#0HH3F]T(\$%P<&QI8V%B
M;&4I5&H-"BTS,BXX-B`M,RXT-"!41`T*6R@T7"AB7"DI+3\$W,S,N.2A2:6=H
M=",@06=R965M96YT+"!D871E9"!397!T96UB97(@,3DL(#\$Y.3<L(&)Y(&%N
M9"!B971W965N("E=5\$H-"C,N-"`M,2XQ,B!41`T**\$-L979E;&%N9"U#;&EF
M9G,@26YC(&%N9"!&;7)S="!#;&EC86=O(@1R=7-T(\$-0;7!A;GD@;V8@3F5W
M(%EO<FLL(&%S("E4:@T*5"H-"BA2:6=H=",@06=E;G0@7"AF:6QE9"!A<R!%
M>&AI8FET(#0N,2!T;R!&;W)M(#M2R!09B!#; &5V96QA;F0M0VQI9F9S(\$EN
M8R`I5&H-"E0J#0HH9FEL960@;VX@4V5P=&5M8F5R(#\$Y+"`Q.3DW(&%N9"!I
M;F-O<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J#0HR.2XT-B`S+C,V(%1\$
M#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"BTS,BXX-B`M-"XU-B!41`T*6R@T7"AC
M7"DI+3\$W.#DN.2A#<F5D:70@06=R965M96YT+"!D871E9"!A<R!09B!-87)C
M:"`Q+"`Q.3DU+"!A;6]N9R!#; &5V96QA;F0M0VQI9F9S("E=5\$H-"C,N-"`M
M,2XQ,B!41`T**\$EN8RP@=&AE(\$A;FMS(&YA;65D('1H97)E:6X@86YD(\$-H
M87-E(\$UA;FAA='1A;B!"86YK(%PH<W5C8V5S<V]R('1O("E4:@T*5"H-"BA#
M:&5M:6-A;"!86YK7"DL(&%S(\$G96YT("E4:@T*,CDN-#8@,BXR-"!41`T*
M*\$9I;&5D(\$AE<F5W:71H*51J#0HM,S(N.#8@+3,N-#0@5\$0-"ELH-%PH9%PI
M*2TQ-S,S+CDH06UE;F1M96YT(&1A=&5D(&%S(&]F(\$IU;'D@,3DL(#\$Y.38L
M('1O('1H92!#<F5D:70@06=R965M96YT(&1A=&5D(&%S("E=5\$H-"C,N-"`M
M,2XQ,B!41`T**&]F(\$UA<F-H(#\$L(#\$Y.34L(&%M;VYG(\$-L979E;&%N9"U#
M;&EF9G,@26YC+"!T:&4@0F%N:W,@;F%M960@*51J#0I4*@T**1H97)E:6X@
M86YD(\$-H97-E(\$UA;FAA='1A;B!"86YK+"!A<R!9V5N="!<*%&9I;&5D(&%S
M(\$5X:&EB:70@-%PH85PI('1O("E4:@T*5"H-"BA&;W)M(#\$P+5\$@;V8@0VQE
M=F5L86YD+4-L:69F<R!);F,@9FEL960@;VX@3F]V96UB97(@,3,L(#\$Y.38@
M86YD("E4:@T*5"H-"BAI;F-O<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J
M#0HR.2XT-B`T+COX(%1\$#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"BTS,BXX-B`M
M-2XV."!41`T*6R@T7"AE7"DI+3\$W.#DN.2A!;65N9&UE;G0@9&%T960@87,@
M;V8@2G5N92`Q+"`Q.3DW+"!T;R!T:&4@0W)E9&ET(\$%G<F5E;65N="!D871E
M9"!A<R`I751*#0HS+CO@+3\$N,3(@5\$0-"BAO9B!-87)C:"`Q+"`Q.3DU+"!A
M<R!A;65N9&5D+"!A;6]N9R!#; &5V96QA;F0M0VQI9F9S(\$EN8RP@=&AE(\$A
M;FMS("E4:@T*5"H-"BAN86UE9"!T:&5R96EN(&%N9"!#;&%S92!-86YH871T
M86X@0F%N:RP@87,@06=E;G0@7"AF:6QE9"!A<R!%>&AI8FET(#0I5&H-"E0J
M#0HH7"AA7"D@=&\@1F]R;2`Q,"U1(&]F(\$-L979E;&%N9"U#;&EF9G,@26YC
M(&9I;&5D(&]N(\$%U9W5="`Q,RP@,3DY-R!A;F0@*51J#0I4*@T**&EN8V]R
M<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C(Y+COV(#0N-#@@5\$0-"BA.
M;W0@07]P;&EC86)L92E4:@T*+3\$S+C0X("TV+C<X(%1\$#0HH,3<@*51J#0I#
M5`T*96YD<W1R96%M#0IE;F108FH-"C8U(#`@;V)J#0H\`T*+U!R;V-3970@
M6R]01\$8@+U1E>'0@70T*+T90;G0@/#P-"B] &, B`T(#`@4@T*+T8S(#4@,"!2
M#0H^/@T*+T5X=\$=3=&%T92`\`T*+T=3,2`W(#`@4@T*/CX-"CX^#0IE;F10
M8FH-"C8W(#`@;V)J#0H\`T*+TQE;F=T:"`S-3\$U#0H^/@T*+W1R96%M#0I"
M5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*
M+T=3,2!G<PT*,"!48PT*,"!4=PT*"!@("`@("`@("`@("`@("`@("E4:@T*
M,RXU("TQ+C\$R(%1\$#0HQ+CDS(%1C#0I;*`@*3\$R.#`H("DM,C<S.#`H("DQ
M,C(P**`I751*#0I4*@T*,"!48PT*6R@T7"AF7"DI+3\$U.#`N.2A!;65N9&UE
M;G0@9&%T960@87,@;V8@2G5N92`Q+"`Q.3DX+"!T;R!T:&4@0W)E9&ET(\$%G
M<F5E;65N="!D871E9"!A<R`I751*#0HS+C`X("TQ+C\$R(%1\$#0HH;V8@36%R
M8V@,2P@,3DY-2P@87,@86UE;F1E9"PH86UO;F<@0VQE=F5L86YD+4-L:69F
M<R!);F,L('1H92!F:6YA;F-I86P@*51J#0I4*@T**&EN<W1I='5T:6]N<R!N
M86UE9"!T:&5R96EN(&%N9"!T:&4@0VAA<V4@36%N:&%T=&%N(\$A;FLL(&%S

M(%\$G96YT("E4:@T*5"H-"BA<*%9I;&5D(&%S(\$5X:&EB:70@-%PH85PI('10
M(\$90<FT@,3`M42!O9B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!F:6QE9"!O;B`I
M5&H-"E0J#0HH075G=7-T(#\$R+""`Q.3DX(&%N9"!I;F-O<G!O<F%T960@8GD@
M<F5F97)E;F-E7"D@*51J#0HS,"XU,B`T+C0X(%1\$#0HH3F)T(\$%P<&QI8V%B
M;&4I5&H-"BTS,RXV("TU+C8X(%1\$#0I;*#1<*&=<*2DM,30Q,RXY*\$YO=&4@
M06=R965M96YT+"!D871E9"!A<R!O9B!\$96-E;6)E<B`Q-2P@,3DY-2P@86UO
M;F<@0VQE=F5L86YD+2E=5\$H-"C,N,#@@+3\$N,3(@5\$0-"BA#;&EF9G,@26YC
M(&%N9"!E86-H(&]F('!H92!0=7)C:&%S97)S(&YA;65D(&EN(%-C:&5D=6QE
M(\$D@=&AE<F5T;R!<*&9I;&5D("E4:@T*5"H-"BAA<R!%>&AI8FET(#1<*&Y<
M*2!T;R!&];W)M(\$P+4L@;V8@0VQE=F5L86YD+4-L:69F<R!) ;F,@9FEL960@
M;VX@36%R8V@@,C8L("E4:@T*5"H-"B@Q.3DV(&%N9"!I;F-O<G!O<F%T960@
M8GD@<F5F97)E;F-E7"D@*51J#0HS,"XU,B`S+C,V(%1\$#0HH3F)T(\$%P<&QI
M8V%B;&4I5&H-"B] &,R`Q(%1F#0HM,S`N-3(@+30N-C(@5\$0-"BA-871E<FEA
M;"!#;VYT<F%C="!I5&H-"B] &,B`Q(%1F#0HM,RXP."`M,2XR-"!41`T*6R@Q
M,%PH85PI*2TY-CDN.2@J(\$-L979E;&%N9"U#;&EF9G,@26YC(%-U<`!L96UE
M;G1A;"!2971I<F5M96YT(\$E;F5F:70@4&QA;B!<*&%S("E=5\$H-"C,N,#@@
M+3\$N,3(@5\$0-"BA!;65N9&5D(&%N9"!297-T871E9"P@969F96-T:79E(\$IA
M;G5A<GD@,2P@,3DY.5PI("E4:@T*,S`N-3(@,2XQ,B!41`T**\$9I;&5D(\$AE
M<F5W:71H*51J#0HM,S,N-B`M,BXS,B!41`T*6R@Q,%PH8EPI*2TY,3,N.2@J
M(%-E=F5R86YC92!`9W)E96UE;G1S(&]Y(&%N9"!B971W965N(\$-L979E;&%N
M9"U#;&EF9G,@26YC(&%N9" `I751*#0HS+C`X("TQ+C\$R(%1\$#0HH8V5R=&%I
M;B!E>&5C=71I=F4@;V9F:6-E<G,L(&1A=&5D(&%S(&]F(\$IA;G5A<GD@,2P@
M,C`P,"`I5&H-"C,P+C4R(#\$N,3(@5\$0-"BA&:6QE9"! (97)E=VET:"E4:@T*
M+3,S+C8@+3(N,S(@5\$0-"ELH,3!<*&=<*2DM.38Y+CDH*B!2971I<F5M96YT
M(&%N9"!#;VYS=6QT:6YG(\$%G<F5E;65N="P@9&%T960@87,@;V8@4V5P=&5M
M8F5R(#(L(#\$Y.3@L("E=5\$H-"C,N,#@@+3\$N,3(@5\$0-"BAB>2!A;F0@8F5T
M=V5E;B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!A;F0@32X@5&AO;6%S(\$UO;W)E
M(%PH9FEL960@87,@*51J#0I4*%T**\$5X:&EB:70@,3!<*&%<*2!T;R!&];W)M
M(#\$P+5\$@;V8@0VQE=F5L86YD+4-L:69F<R!) ;F,@9FEL960@;VX@3F]V96UB
M97(@*51J#0I4*%T**\$4L,3DY."!A;F0@:6YC;W)P;W)A=&5D(&]Y(')E9F5R
M96YC95PI("E4:@T*,S`N-3(@,RXS-B!41`T**\$YO="!<`!L:6-A8FQE*51J
M#0HM,S,N-B`M-"XU-B!41`T*6R@Q,%PH9%PI*2TY,3,N.2@J(\$-O;G-U;`!I
M;F<@86YD(\$YO;BU#;VUP971I=&EO;B!`9W)E96UE;G0L(&5F9F5C=&EV92!*
M86YU87)Y(#\$L("E=5\$H-"C,N,#@@+3\$N,3(@5\$0-"BER,#`P+"!B>2!A;F0@
M8F5T=V5E;B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!A;F0@02X@4W1A;FQE>2!7
M97-T("E4:@T*5"H-"BA<*%-U;6UA<GD@1&5S8W)I<`!I;VY<*2`I5&H-"C,P
M+C4R(#(N,C0@5\$0-"BA&:6QE9"! (97)E=VET:"E4:@T*+3,S+C8@+3,N-#0@
M5\$0-"ELH,3!<*&=<*2DM.38Y+CDH*B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!A
M;F0@4W5B<VED:6%R:65S(\$UA;F%G96UE;G0@4&5R9F]R;6%N8V4@*5U42@T*
M,RXP."`M,2XQ,B!41`T**\$EN8V5N=&EV92!0;&%N+"!E9F9E8W1I=F4@2F%N
M=6%R>2`Q+"`Q.3DY(%PH4W5M;6%R>2!\$97-C<FEP=&EO;EPI("E4:@T*,S`N
M-3(@,2XQ,B!41`T**\$9I;&5D(\$AE<F5W:71H*51J#0HM,S,N-B`M,BXS,B!4
M1`T*6R@Q,%PH9EPI*2TQ,#@P+CDH1F]R;2!O9B!I;F1E;6YI9FEC871I;VX@
M86=R965M96YT<R!W:71H(\$1I<F5C=&]R<R!<*&9I;&5D(&%S(\$5X:&EB:70@
M,3`I751*#0HS+C`X("TQ+C\$R(%1\$#0HH7"AJ7"D@=&]\@1F]R;2`Q,"U+(&]F
M(\$-L979E;&%N9"U#;&EF9G,@26YC(&9I;&5D(&]N(\$UA<F-H(#(V+"`Q.3DV
M(&%N9" `I5&H-"E0J#0HH:6YC;W)P;W)A=&5D(&]Y(')E9F5R96YC95PI("E4
M:@T*,S`N-3(@,BXR-"!41`T**\$YO="!<`!L:6-A8FQE*51J#0HM,S,N-B`M
M,RXT-"!41`T*6R@Q,%PH9UPI*2TY,3,N.2@J(\$-L979E;&%N9"U#;&EF9G,@
M26YC(#\$Y.#<@26YC96YT:79E(\$5Q=6ET>2!0;&%N+"!E9F9E8W1I=F4@87,@
M;V8@*5U42@T*,RXP."`M,2XQ,B!41`T**\$P<FEL(#(Y+"`Q.3@W(%PH9FEL
M960@87,@17AH:6)I="`Q,%PH:%PI('10(\$90<FT@,3`M2R!O9B!#;&5V96QA
M;F0M0VQI9F9S("E4:@T*5"H-"BA);F,@9FEL960@;VX@36%R8V@@,C8L(#\$Y
M.3<@86YD(&EN8V]R<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C,P+C4R
M(#(N,C0@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+3,N-#0@5\$0-
M"ELH,3!<*&=<*2DM.3\$S+CDH*B!#;&5V96QA;F0M0VQI9F9S(\$EN8R`Q.3DR
M(\$EN8V5N=&EV92!%<75I='D@4&QA;B!<*&%S(\$M96YD960@86YD("E=5\$H-
M"C,N,#@@+3\$N,3(@5\$0-"BA297-T871E9"!A<R!O9B!-87D@,3,L(#\$Y.3=<
M*2P@969F96-T:79E(&%S(&]F(\$UA>2`Q,RP@,3DY-R!<*&9I;&5D(&%S("E4
M:@T*5"H-"BA!<`!E;F1I>"!(!'10(%!R;WAY(%-T871E;65N="!O9B!#;&5V
M96QA;F0M0VQI9F9S(\$EN8R!F:6QE9"!O;B!-87)C:"`I5&H-"E0J#0HH,C0L
M(#\$Y.3<@86YD(&EN8V]R<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C,P
M+C4R(#,N,S8@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*150-"C`N-2!G#0HQ
M(&D@#0HR-2XV-2`T-S0N.#\$@-34N.3(@+3\$N.3(@<F4-"F8-"D)4#0HQ,B`P
M(#`@,3(@,C4N-C4@-#8P+C\$W(%1M#0HP(<-"ELH*B`I+3\$Q,S`H4F5F;&5C
M="!;6%N86=E;65N="!C;VYT<F%C="!O<B!O=&AE<B!C;VUP96Y8710<GD@
M87)R86Y96UE;G0@<F5Q=6ER960@=&]\@8F4@9FEL960@87,@86X@17AH:6)I
M="!P=7)S=6%N="!T;R`I751*#0HQ+C@X("TQ+C\$R(%1\$#0HH271E;2`Q-%PH
M8UPI(&]F('!H:7,@4F5P;W)T+BE4:@T*,C\$@+3(N,R!41`T**\$X("E4:@T*
M150-"F5N9"-T<F5A;0T*96YD;V)J#0HV."`P(&]B:@T*/#P-"B]0<F]C4V5T
M(%LO4\$1&("]497AT(%T-"B] &;VYT(#P\#0HO1C(@-"`P(%(-"B] &,R`U(#`@
M4@T*/CX-"B] &]>`!4W1A=&4@/#P-"B] '4S\$@-R`P(%(-"CX"#0H"/@T*96YD
M;V)J#0HW,"`P(&]B:@T*/#P-"B] ,96YG=&@@,8SX-PT*/CX-"G-T<F5A;0T*
M0E0-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.38Q<C`U(%1M#0HP(<=<
M"B] '4S\$@9W,-"C`@5&,-"C`@5`<-"B@@("`@("`@("`@("`@("`@("`I5&H-
M"C,N-2`M,2XQ,B!41`T*,BXR,2!48PT*6R@@("DQ-C(P*" `I+3(V.3@P*" `I
M,38P,"@*5U42@T*5"H-"C`@5&,-"ELH,3!<*&=<*2DM,3,U-2XY*" `I!;65N
M9&UE;G0@=&]\@=&AE(&-L979E;&%N9"U#;&EF9G,@26YC(#\$Y.3(@26YC96YT
M:79E(\$5Q=6ET>2!0;&%N(%PH07,@*5U42@T*,RXS("TQ+C\$R(%1\$#0HH06UE
M;F1E9"!A;F0@4F5S=&%T960@87,@;V8@36%Y(#\$S+"`Q.3DW7"DL(&5F9F5C
M=&EV92!-87D@,3\$L(#\$Y.3D@*51J#0I4*%T**\$PH9FEL960@87,@07!P96YD
M:7@0@2!T;R!O<F]X>2!3=&%T96UE;G0@;V8@0VQE=F5L86YD+4-R:L:69F<R!)
M;F,@9FEL960@;VX@*51J#0I4*%T**\$UA<F-H(#(R+"`Q.3DY(&%N9"!I;F-O
M<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J#0HS,"XS(#,N,S8@5\$0-"BA.
M;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+30N-38@5\$0-"ELH,3!<*&I<*2DM

M,3,U-2XY*"H@1F]R;2!O9B!.;VYQ=6%L:69I960@4W1O8VL@3W!T:6]N(\$%GM<F5E;65N="!F;W(@3F]N96UP;&]Y964@*5U42@T*,RXS("TQ+C\$R(%1\$#0HHM1&ER96-T;W)S(%PH9FEL960@87,@17AH:6)I="`Q,%PH:5PI('!O(\$90<FT@M,3`M2R!O9B!#;&5V96QA;F0MOVQI9F9S(\$EN8R!F:6QE9"!O;B!!=6=U<M;VX@36%R8V@,C4L(\$Y.3@86YD(&EN8V]R<&]R871E9"!B>2`I5&H-"E0J#0HH<F5EM8V5<*2`I5&H-"C,P+C,@,BXR-"!41`T**\$YO="!!<!L:6-A8FQE*51J#0HMM,S,N-B`M,RXT-"!41`T*6R@Q,%PH:UPI*2TQ,3,S+CDH*B!&:7)S="!!;65N9&UE;G0@M=6\@5`)U<W@006=R965M96YT(\$YO+B`R(%PH06UE;F1E9"!A;F0@4F5S=&T M960@*5U42@T*,RXS("TQ+C\$R(%1\$#0HH969F96-T:79E(\$IU;F4@,2P@,3DY M-UPI+"!D871E9"!*=6QY(#\$U+"`Q.3DW+"!B>2!A;F0@8F5T=V5E;B!#;&5V M96QA;FOM*51J#0I4*@T**\$-L:69F<R!);F,@86YD(\$ME>2!4<G5S="!#;VUP M86YY(&]F(\$]H:6\L("\$XN02XL(\$R=7-T964@7"AF:6QE9"!A<R`I5&H-"E0J M#0HH17AH:6)I="`Q,%PH8UPI('!O(\$90<FT@,3`M42!O9B!#;&5V96QA;F0M MOVQI9F9S(\$EN8R!F:6QE9"!O;B!!=6=U<W@0,3,L("\$E4:@T*5"H-"B@Q.3DW M(\$%N9"!I;F-O<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J#0HS,"XS(#0N M-#@@5\$0-"BA.;WO@07!P;&EC86)L92E4:@T*150-"C`N-2!G#0HQ(&D@#0HR M-2XV-2`T,3\$N-CD@-34N.3(@+3\$N,B!R90T*9@T*E0E-"C\$R(#`@,"`Q,B`R M-2XV-2`S.3<N-S<@5&T-"C`@9PT*6R@J("DM,3\$S,"A2969L96-T<R!M86YA M9V5M96YT(&-O;G1R86-T(&]R(&]T:&5R(&-O;7!E;G-A=&]R>2!A<G)A;F=E M;65N="!R97%U:7)E9"!T;R!B92!F:6QE9"!A<R!A;B!#&AI8FET('!U<G-U M86YT('!O("E=5\$H-"C\$N.#@+3\$N,3(@5\$0-"BA)=5M(#\$T7"AC7"D@;V8@ M=&AI<R!297!O<GON*51J#0HR,2`M,BXS(\$%#0HH,3D@*51J#0I%5`T*96YD M<W1R96M#0IE;F1O8FH-"C<Q(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@ M+U1E>`O@70T*+T90;G0@/#P-"B](&,B`T(#`@4@T*/CX-"B]#>`1!4W1A=&4@ M/#P-"B]!4S\$@-R`P(&("CX^#0H^/@T*96YD;V)J#0HW-"`P(&]B:@T*/#P-M" B],96Y@=&@,S4Y-PT*/CX-"G-T<F5A;0T*E0E-"B]B`Q(\$%F#0HQ,B`P M(#`@,3(@,C4N-C4@.38Q+C`U(\$%M#0HP(&<-"B]!4S\$@9W,-"C`@5&,-"C`@ M5'<-B@B@("`@("`@("`@("`@("`@("`@("I5&H-"C,N-2`M,2XQ,B!41`T*,BXQ M-2!48PT*6R@("DQ-30P*`I+3(W,#8P*`I,34R,"@*5U42@T*5"H-"C`@ M5&,-"ELH,3!<*`%*2DM,3`Y,RXY*"H@06UE;F1M96YT('!O(\$%R=7-T(\$%GM<F5E;65N="!.;RX@,BP@969F96-T:79E(\$%S(&]F(\$IA;G5A<GD@,2P@,C`P M,"P@*5U42@T*,RXR-B`M,2XQ,B!41`T**&)Y(\$%N9"!B971W965N(\$-L979E M;&%N9"U#;&EF9G,@26YC(\$%N9"!+97D@5`)U<W0@0V]M<&%N>2!O9B!/;&EO M+`I5&H-"E0J#0HH3BY!+BP@87,@5`)U<W1E92`I5&H-"C,P+C,T(#(N,C@ M5\$0-"BA&:6QE9"! (97)E=VET:"E4:@T*+3,S+C8@+3,N-#0@5\$0-"ELH,3!< M*)<*2DM,3(V,"XY*"H@5`)U<W0@06=R965M96YT(\$YO+B`T+"!D871E9"!A M<R!O9B! /8W1O8F5R(#(X+"`Q.3@W+"!B>2!A;F0@8F5T=V5E;B`I751*#0HS

M+C(V("TQ+C\$R(%1\$#0HH0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4
M<G5S="!#;VUP86YY(&]F(\$]H:6\L(\$XN02XL(%1R=7-T964L("E4:@T*+T8T
M(#\$@5&8-"E0J#0HH=VET:"!R97-P96-T('1O('1H92!0;&%N(&9O<B!\$969E
M<G)E9"!087EM96YT(&]F(\$I<F5C=&]R<UPR,C(@1F5E<R!<*+9I;&5D(&%S
M("E4:@T*+T8R(#\$@5&8-"E0J#0HH17AH:6)I="`Q,%PH<%PI('1O(\$9O<FT@
M,3`M2R!09B!#;&5V96QA;FOMOVQI9F9S(\$EN8R!F:6QE9"!O;B!-87)C:"`R
M-BP@*51J#0I4*#T**\$Y.38@86YD(&EN8V]R<&]R871E9"!B>2!R969E<F5N
M8V5<*2`I5&H-"C,P+C,T(#0N-#@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*
M+3,S+C8@+34N-C@5\$0-"ELH,3!<*`-<*2DM,3(P-"XY*"H@1FER<W0@06UE
M;F1M96YT('1O(%1R=7-T(\$%G<F5E;65N="!.;RX@-"P@9&%T960@87,@;V8@
M07!R:6P@.2P@,3DY,2P@*5U42@T*,RXR-B`M,2XQ,B!41`T**&)Y(&%N9"!B
M971W965N(\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!+97D@5')U<W0@0V]M
M<&%N>2!09B!/:&EO+"`I5&H-"E0J#0HH3BY!+BP@5')U<W1E92!A;F0@4V5C
M;VYD(\$%M96YD;65N="!T;R!4<G5S="!!9W)E96UE;G0@3F\N(#0L(&1A=&5D
M("E4:@T*5"H-"BAA<R!09B!-87)C:"`Y+"`Q.3DR+"!B>2!A;F0@8F5T=V5E
M;B!#;&5V96QA;FOMOVQI9F9S(\$EN8R!A;F0@2V5Y(%1R=7-T("E4:@T*5"H-
M"BA#;VUP86YY(&]F(\$]H:6\L(\$XN02XL(%1R=7-T964@7"AF:6QE9"!A<R!%
M>&AI8FET(#\$P7"AE7"DE=&\@1F]R;2`Q,"U+(&]F("E4:@T*5"H-"BA#;&5V
M96QA;FOMOVQI9F9S(\$EN8R!F:6QE9"!O;B!-87)C:"`R-BP@,3DY-B!A;F0@
M:6YC;W)P;W)A=&5D(&)Y("E4:@T*5"H-"BAR969E<F5N8V5<*2`I5&H-"C,P
M+C,T(#8N-S(@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+3<N.3(@
M5\$0-"ELH,3!<*`-<*2DM,3,Q-2XY*"H@5&AI<F0@06UE;F1M96YT('1O(%1R
M=7-T(\$%G<F5E;65N="!.;RX@-"P@9&%T960@2G5N92`Q,BP@,3DY-RP@8GD@
M*5U42@T*,RXR-B`M,2XQ,B!41`T**&%N9"!B971W965N(\$-L979E;&%N9"U#
M;&EF9G,@26YC(&%N9"!+97D@5')U<W0@0V]M<&%N>2!09B!/:&EO+"`I5&H-
M"E0J#0HH3BY!+BP@5')U<W1E92!<*+9I;&5D(&%S(\$5X:&EB:70@,3!<*+&1<
M*2!T;R!&W)M(#\$P+5\$@;V8@0VQE=F5L86YD+4-L:69F<R`I5&H-"E0J#0HH
M26YC(&9I;&5D(&)N(\$%U9W5S="`Q,RP@,3DY-R!A;F0@:6YC;W)P;W)A=&5D
M(&)Y(')E9F5R96YC95PI("E4:@T*,S`N,S0@,RXS-B!41`T**\$YO="!<`!L
M:6-A8FQE*51J#0HHM,S,N-B`M-"XU-B!41`T*6R@Q,%PH=5PI*2TQ,#DS+CDH
M*B!4<G5S="!!9W)E96UE;G0@3F\N(#4L(&1A=&5D(&%S(&]F(\$]C=&]B97(@
M,C@L(#\$Y.#<L(&)Y(&%N9"!B971W965N("E=5\$H-"C,N,C8@+3\$N,3(@5\$0-
M"BA#;&5V96QA;FOMOVQI9F9S(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A;GD@
M;V8@3VAI;RP@3BY!+BP@5')U<W1E92P@*51J#0I4*#T**`I=&@<F5<C&5C
M="!T;R!T:&4@0VQE=F5L86YD+4-L:69F<R!);F,@5F]L=6YT87)Y(\$YO;BU1
M=6%L:69I960@*51J#0I4*#T**\$1E9F5R<F5D(\$-O;7!E;G-A=&EO;B!O;&%N
M(%PH9FEL960@87,@17AH:6)I="`Q,%PH<EPI('1O(\$9O<FT@,3`M2R!09B`I
M5&H-"E0J#0HH0VQE=F5L86YD+4-L:69F<R!);F,@9FEL960@;VX@36%R8V@
M,C8L(#\$Y.38@86YD(&EN8V]R<&]R871E9"!B>2`I5&H-"E0J#0HH<F5F97)E
M;F-E7"D@*51J#0HS,"XS-"`U+C8@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*
M+3,S+C8@+38N."!41`T*6R@Q,%PH=EPI*2TQ,#DS+CDH*B!&(7)S="!!;65N
M9&UE;G0@=&\@5')U<W0@06=R965M96YT(\$YO+B`U+"!D871E9"!A<R!09B!-
M87D@,3(L(#\$Y.#DL("E=5\$H-"C,N,C8@+3\$N,3(@5\$0-"BAB>2!A;F0@8F5T
M=V5E;B!#;&5V96QA;FOMOVQI9F9S(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A
M;GD@;V8@3VAI;RP@*51J#0I4*#T**\$XN02XL(%1R=7-T964L(%-E8V]N9"!!
M;65N9&UE;G0@=&\@5')U<W0@06=R965M96YT(\$YO+B`U+"!D871E9"!A<R`I
M5&H-"E0J#0HH;V8@07!R:6P@.2P@,3DY,2P@8GD@86YD(&)E='=E96X@0VQE
M=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S="`I5&H-"E0J#0HH0V]M
M<&%N>2!09B!/:&EO+"`.+D\$N+"!4<G5S=&5E(&%N9"!4:&ER9"!;!;65N9&UE
M;G0@=&\@5')U<W0@*51J#0I4*#T**\$%G<F5E;65N="!.;RX@-2P@9&%T960@
M87,@;V8@36%R8V@.2P@,3DY,BP@8GD@86YD(&)E='=E96X@0VQE=F5L86YD
M+2E4:@T*5"H-"BA#;&EF9G,@26YC(&%N9"!+97D@5')U<W0@0V]M<&%N>2!O
M9B!/:&EO+"!.+D\$N+"!4<G5S=&5E(%PH9FEL960@87,@*51J#0I4*#T**\$5X
M:&EB:70@,3!<*`-<*2!T;R!&W)M(#\$P+4L@;V8@0VQE=F5L86YD+4-L:69F
M<R!);F,@9FEL960@;VX@36%R8V@,C8L("E4:@T*5"H-"B@Q.3DV(&%N9"!I
M;F-O<G!O<F%T960@8GD@<F5F97)E;F-E7"D@*51J#0HS,"XS-"`X+CDV(%1\$
M#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"BTS,RXV("TQ,"XQ-B!41`T*6R@Q,%PH
M=UPI*2TX-S\$N.2@J(\$90=7)T:"!;!;65N9&UE;G0@=&\@5')U<W0@06=R965M
M96YT(\$YO+B`U+"!D871E9"!;W9E;6)E<B`Q."P@*5U42@T*,RXR-B`M,2XQ
M,B!41`T**\$Y.30L(&)Y(&%N9"!B971W965N(\$-L979E;&%N9"U#;&EF9G,@
M26YC(&%N9"!+97D@5')U<W0@0V]M<&%N>2!09B`I5&H-"E0J#0HH3VAI;RP@
M3BY!+BP@5')U<W1E92`I5&H-"C,P+C,T(#N,C0@5\$0-"BA&:6QE9"! (97)E
M=VET:"E4:@T*150-"C`N-2!G#0HQ(&D@#0HR-2XV-2`T,C8N,#D@-34N.3(@
M+3\$N,B!R90T*9@T*0E0-"C\$R(#`@,"`Q,B`R-2XV-2`T,3(N,3<@5&T-"C@
M9PT*6R@J("DM,3\$S,"A2969L96-T<R!M86YA9V5M96YT(&-O;G1R86-T(&]R
M(&]T:65R(&-O;7!E;G-A=&]R>2!A<G)A;F=E;65N="!R97!U:7)E9"!T;R-B
M92!F:6QE9"!A<R!A;B!>&AI8FET('!U<G-U86YT('1O("E=5\$H-"C\$N.#@@
M+3\$N,3(@5\$0-"BA)=&5M(#\$T7"AC7"D@;V8@=&AI<R!297!O<GON*51J#0HR
M,2`M,BXS(%1\$#0HH,C`@*51J#0I%5`T*96YD<W1R96%M#0IE;F1O8FH-"C<U
M(#`@;V)J#0H\`/`T*+U]R;V-3970@6R]01\$8@+U1E>`0@70T*+T90;G0@/#P-
M"B]@,B`T(#`@4@T*+T8T(#8@,"!2#0H^/@T*+T5X=\$=3=&%T92`\`/`T*+T=3
M,2`W(#`@4@T*/CX-"CX"#0IE;F1O8FH-"C<W(#`@;V)J#0H\`/`T*+TQE;F=T
M:"`S,S(P#0H^/@T*+W1R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R
M-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`@
M("`@("`@("`@("`@("E4:@T*,RXU("TQ+C\$R(%1\$#0HR+C0S(%1C#0I;
M*`@*3\$X.#`H("DM,C8T.#`H("DQ-S(P*`I751*#0I4*#T*,"!48PT*6R@Q
M,%PH>%PI*2TQ,SSS+CDH*B!&:69T:"!;!;65N9&UE;G0@=&\@5')U<W0@06=R
M965M96YT(\$YO+B`U+"!D871E9"!-87D@,C,L(#\$Y.3<L(&)Y("E=5\$H-"C,N
M-#@@+3\$N,3(@5\$0-"BAA;F0@8F5T=V5E;B!#;&5V96QA;FOMOVQI9F9S(\$EN
M8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A;GD@;V8@3VAI;RP@*51J#0I4*#T**\$XN
M02XL(%1R=7-T964@7"AF:6QE9"!A<R!>&AI8FET(#\$P7"AE7"D@=&\@1F]R
M;2`Q,"U1(&]F(\$-L979E;&%N9"U#;&EF9G,@*51J#0I4*#T**\$EN8R!F:6QE
M9"!O;B!!=6=U<W0@,3,L(#\$Y.3<@86YD(&EN8V]R<&]R871E9"!B>2!R969E
M<F5N8V5<*2`I5&H-"C,P+C\$R(#,N,S8@5\$0-"BA.;W0@07!P;&EC86)L92E4
M:@T*+3,S+C8@+30N-38@5\$0-"ELH,3!<*`E<*2DM,3,Q,RXY*"H@06UE;F1E

M9"!A;F0@4F5S=&%T960@5')U<W0@06=R965M96YT(\$YO+B`V+`!D871E9"!A
M<R!O9B!-87)C:"`Y+`"I751*#0HS+C0X("TQ+C\$R(%1\$#0HH,3DY,BP@8GD@
M86YD(&E)E'='E96X@0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S
M="!#;VUP86YY(&]F("E4:@T*5"H-"BA/;&EO+`!.+D\$N+!4<G5S=&5E+"!W
M:71H(")E<W!E8W0@=&@:6YD96UN:69I8V\$T:6]N(&%G<F5E;65N=',@=VET
M:"`I5&H-"EOJ#0HH9&ER96-T;W)S(%PH9FEL960@87,@17AH:6)I="`Q,%PH
M=%PI('1O(\$9O<FT@,3`M2R!O9B!#;&5V96QA;F0M0VQI9F9S(\$EN8R`I5&H-
M"E0J#0HH9FEL960@;VX@36%R8V@,@,C8L(#\$Y.38@86YD(&EN8V]R<&]R871E
M9"!B>2!R969E<F5N8V5<*2`I5&H-"C,P+C\$R(#0N-#@@5\$0-"BA.;W0@07!P
M;&EC86)L92E4:@T*+3,S+C8@+34N-C@@5\$0-"ELH,3!<*`I<*2DM,3,V.2XY
M*"H@1FER<W0@06UE;F1M96YT('1O(\$M96YD960@86YD(%E)E<W1A=&5D(%1R
M=7-T(\$%G<F5E;65N="!.;RX@-BP@*5U42@T*,RXT."`M,2XQ,B!41`T**&1A
M=&5D(\$IU;F4@,3(L(\$#Y.3<L(&Y(&%N9"!B971W965N(\$-L979E;&%N9"U#
M;&EF9G,@26YC(&%N9"!+97D@*51J#0I4*@T**%1R=7-T(\$-O;7!A;GD@;V8@
M3VAI;RP@3BY!+BP@5')U<W1E92!<*9I;&5D(&%S(\$5X:&EB:70@,3!<*9<
M*2!T;R`I5&H-"EOJ#0HH1F]R;2`Q,"U1(&]F(\$-L979E;&%N9"U#;&EF9G,@
M26YC(&9I;&5D(&]N(\$U9W5S="`Q,RP@,3DY-R!A;F0*51J#0I4*@T**&EN
M8V]R<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C,P+C\$R(#0N-#@@5\$0-
M"BA.;W0@07!P;&EC86)L92E4:@T*+3,S+C8@+34N-C@@5\$0-"ELH,3!<*9<
M7"DI+3DR-2XY*"H@5')U<W0@06=R965M96YT(\$YO+B`W+`!D871E9"!A<R!O
M9B!!<`)I;"`Y+`"Q.3DQ+"!B>2!A;F0@8F5T=V5E;B`I751*#0HS+C0X("TQ
M+C\$R(%1\$#0HH0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S="!#
M;VUP86YY(&]F(\$]H:6\L(\$XN02XL(%1R=7-T964L("E4:@T*5"H-"BAW:71H
M(')E<W!E8W0@=&@=&AE(\$-L979E;&%N9"U#;&EF9G,@26YC(%-U<`!L96UE
M;G1A;"`2971I<F5M96YT("E4:@T*5"H-"BA"96YE9FET(%!L86XL(&%S(&%M
M96YD960@8GD@1FER<W0@06UE;F1M96YT('1O(%1R=7-T(\$%G<F5E;65N="`I
M5&H-"EOJ#0HH3F\N(<#L(&Y(&%N9"!B971W965N(\$-L979E;&%N9"U#;&EF
M9G,@26YC(&%N9"!+97D@5')U<W0@0V]M<&%N>2!O9B`I5&H-"EOJ#0HH3VAI
M;RP@3BY!+BP@5')U<W1E92!<*9I;&5D(&%S(\$5X:&EB:70@,3!<*`5<*2!T
M;R!&]W)M(#\$P+4L@;V8@0VQE=F5L86YD+2E4:@T*5"H-"BA#;&EF9G,@26YC
M(&9I;&5D(&]N(\$UA<F-H(#(V+"`Q.3DV(&%N9"!I;F-O<G!O<F%T960@8GD@
M<CF5F97)E;F-E7"D@*51J#0HS,"XQ,B`V+C<R(%1\$#0HH3F]T(\$%P<&QI8V%B
M;&4I5&H-"BTS,RXV("TW+CDR(%1\$#0I;*#P7"AB8EPI*2TX,3,N.2@J(%-E
M8V]N9"!;65N9&UE;G0@=&@5')U<W0@06=R965M96YT(\$YO+B`W+`!D871E
M9"!.;W9E;6)E<B`Q."P@*5U42@T*,RXT."`M,2XQ,B!41`T**#\$Y.30L(&Y
M(&%N9"!B971W965N(\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!+97D@5')U
M<W0@0V]M<&%N>2!O9B`I5&H-"EOJ#0HH3VAI;RP@3BY!+BP@5')U<W1E92`I
M5&H-"C,P+C\$R(#(N,C@5\$0-"BA&6QE9"! (97)E=VET:"E4:@T*+3,S+C8@
M+3,N-#@05\$0-"ELH,3!<*9-C7"DI+3DR-2XY*"H@5&AI<F0@06UE;F1M96YT
M('1O(%1R=7-T(\$%G<F5E;65N="!.;RX@-RP@9&%T960@36%Y(#(S+"`Q.3DW
M+"!B>2`I751*#0HS+C0X("TQ+C\$R(%1\$#0HH86YD(&E)E'='E96X@0VQE=F5L
M86YD+4-L:69F<R!);F,@86YD(\$ME>2!4<G5S="!#;VUP86YY(&]F(\$]H:6\L
M("E4:@T*5"H-"BA.+D\$N+!4<G5S=&5E(%PH9FEL960@87,@17AH:6)I="`Q
M,%PH9UPI('1O(\$9O<FT@,3`M42!O9B!#;&5V96QA;F0M0VQI9F9S("E4:@T*
M5"H-"BA);F,@9FEL960@;VX@075G=7-T(#\$S+"`Q.3DW(&%N9"!I;F-O<G!O
M<CF%T960@8GD@CF5F97)E;F-E7"D@*51J#0HS,"XQ,B`S+C,V(%1\$#0HH3F]T
M(\$%P<&QI8V%B;&4I5&H-"BTS,RXV("TT+C4V(%1\$#0I;*#P7"AD9%PI*2TX
M,3,N.2@J(\$9O=7)T:"!;!65N9&UE;G0@=&@5')U<W0@06=R965M96YT(\$YO
M+B`W+`!D871E9"!*=6QY(#\$U+"`Q.3DW+"!B>2`I751*#0HS+C0X("TQ+C\$R
M(%1\$#0HH86YD(&E)E'='E96X@0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$ME
M>2!4<G5S="!#;VUP86YY(&]F(\$]H:6\L("E4:@T*5"H-"BA.+D\$N+!4<G5S
M=&5E(%PH9FEL960@87,@17AH:6)I="`Q,%PH:PI('1O(\$9O<FT@,3`M42!O
M9B!#;&5V96QA;F0M0VQI9F9S("E4:@T*5"H-"BA);F,@9FEL960@;VX@075G
M=7-T(#\$S+"`Q.3DW(&%N9"!I;F-O<G!O<F%T960@8GD@CF5F97)E;F-E7"D@
M*51J#0HS,"XQ,B`S+C,V(%1\$#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"D54#0HP
M+C4@9PT*,2I(`T*,C4N-C4@-#DS+C(Y(#4U+CDR("TQ+C(@<F4-"F8-"D)4
M#0HQ,B`P(#`@,3(@,C4N-C4@-#Y+C,W(%1M#0HP(<@-"ELH*B`I+3\$Q,S`H
M4F5F;&5C=`,`@;6%N86=E;65N="!C;VYT<F%C="!O<B!O=&AE<B!C;VUP96YS
M871O<GD@87)R86YG96UE;G0@<F5Q=6ER960@=&\@8F4@9FEL960@87,@86X@
M17AH:6)I="!P=7)S=6%N="!T;R`I751*#0HQ+C@X("TQ+C\$R(%1\$#0HH271E
M;2`Q-%PH8UPI(&]F('1H:7,@4F5P;W)T+BE4:@T*,C\$@+3(N,R!41`T**#(Q
M("E4:@T*150-"F5N9-T<F5A;0T*96DV;V)J#0HW."`P(&]B:@T*/#P-"B]0
M<F]C4V5T(%L04\$1&("]497AT(%T-"B];&VYT(#P#0HO1C(@-"`P(%-"CX^
M#0HO17AT1U-T871E(#P#0HO1U,Q(<#@,!"!2#0H^/T*/CX-"F5N9&]B:@T*
M.#`@,"!O8FH-"CP\#0HO3&5N9W1H(#,T-C0-"CX^#0IS=")E86T-"D)4#0HO
M1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV,2XP-2!4;0T*,!"!G#0HO1U,Q
M(&=S#0HP(%1C#0HP(%1W#0HH("`@("@"@("@"@("@"@*51J#0HR+C,T
M("TQ+C\$R(%1\$#0HP+C@U(%1C#0I;*`I+3\$V-C`H("I+3(Y.#@P*`@*5U4
M2@T*5"H-"C`@5&,-"ELH,3!<*9E7"DI+3\$S,#4N.2@J(\$M96YD;65N="!T
M;R!4<G5S="!;9W)E96UE;G0@3F\N(<#L(&5F9F5C=&EV92!A<R!O9B!*86YU
M87)Y(#\$L(#(P,#`L(&Y)E="E5\$H-"C,N.#8@+3\$N,3(@5\$0-"BAA;F0@8F5T
M=V5E;B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A
M;GD@;V8@3VAI;RP@3BY!+BP@87,@*51J#0I4*@T**%1R=7-T964@*51J#0HS
M,BXP."`R+C(T(%1\$#0HH1FEL960@2&5R97=I=&@I5&H-"BTS-2XY-"`M,RXT
M-"!41`T*6R@Q,%PH9F9<*2DM,34R-RXY*"H@5')U<W0@06=R965M96YT(\$YO
M+B`X+`!D871E9"!A<R!O9B!!<`)I;"`Y+`"Q.3DQ+"!B>2!A;F0@8F5T=V5E
M;B`I751*#0HS+C@V("TQ+C\$R(%1\$#0HH0VQE=F5L86YD+4-L:69F<R!);F,@
M86YD(\$ME>2!4<G5S="!#;VUP86YY(&]F(\$]H:6\L(\$XN02XL(%1R=7-T964L
M('I=&@*51J#0I4*@T**')E<W!E8W0@=&@=&AE(\$-L979E;&%N9"U#;&EF
M9G,@26YC(%E)=&ER96UE;G0@4QA;B!F;W(@3F]N+45M<&QO>65E("E4:@T*
M5"H-"BA\$:7)E8W1O<G,L(&%S(&%M96YD960@8GD@1FER<W0@06UE;F1M96YT
M('1O(%1R=7-T(\$%G<F5E;65N="!.;RX@."P@9&%T960@*51J#0I4*@T**&S
M(&]F(\$UA<F-H(#DL(\$#Y.3(@8GD@86YD(&E)E'='E96X@0VQE=F5L86YD+4-L
M:69F<R!);F,@86YD(\$ME>2!4<G5S="`I5&H-"EOJ#0HH0V]M<&%N>2!O9B!/`
M:&EO+`!.+D\$N+!4<G5S=&5E(%PH9FEL960@87,@17AH:6)I="`Q,%PH=EIPI

M('1O(\$90<FT@,3`M2R!09B`I5&H-"E0J#0HH0VQE=F5L86YD+4-L:69F<R!)
M;F,@9FEL960@;VX@36%R8V@@,C8L(#\$Y.38@86YD(&EN8V]R<&]R871E9"!B
M>2!R969E<F5N8V5<*2`I5&H-"C,R+C`X(#8N-S(@5\$0-"BA.;W0@07!P;&EC
M86)L92E4:@T*+3,U+CDT("TW+CDR(%1\$#0I;*#P7"AG9UPI*2TQ,3DS+CDH
M*B!396-O;F0@06UE;F1M96YT('1O(%1R=7-T(\$%G<F5E;65N="!.;RX@."P
M9&T960@2G5N92`Q,BP@,3DY-RP@8GD@*5U42@T*,RXX-B`M,2XQ,B!41`T*
M*&N9"!B971W965N(\$-L979E;&N9"U#;&EF9G,@26YC(&N9"!+97D@5')U
M<W0@0V]M<&N>2!09B!/:&EO+!"+D\$N+"`I5&H-"E0J#0HH5')U<W1E92!<
M*&9I;&5D(&S(\$5X:&EB:70@,3!<*&E<2!T;R!&W)M(#\$P+5\$@;V8@0VQE
M=F5L86YD+4-L:69F<R!);F,@9FEL960@;VX@*51J#0I4*@T**\$%U9W5S="`Q
M,RP@,3DY-R!A;F0@:6YC;W)P;W)A=&5D(&)Y(')E9F5R96YC95PI("E4:@T*
M,S(N,#@@,RXS-B!41`T**\$YO="!<'!L:6-A8FQE*51J#0HM,S4N.30@+30N
M-38@5\$0-"ELH,3!<*&AH7"DI+3\$Q.3,N.2@J(\$1R=7-T(\$%G<F5E;65N="!.
M;RX@.2P@9&T960@87,@;V8@3F]V96UB97(@,C`L(#\$Y.38L(&)Y(&N9"!B
M971W965N("E=5\$H-"C,N.#8@+3\$N,3(@5\$0-"BA#;&5V96QA;F0M0VQI9F9S
M(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A;GD@;V8@3VAI;RP@3BY!+BP@5')U
M<W1E92P@=VET:"`I5&H-"B]@-"`Q(%1F#0I4*@T**')E<W!E8W0@=&@=&AE
M(\$-L979E;&N9"U#;&EF9G,@26YC(\$YO;F5M<&QO>65E(\$1I<F5C=&])R<UPR
M,C(@4W5P<&QE;65N=&%L("E4:@T*5"H-"BA#;VUP96YS871I;VX@4&QA;B!<
M*&9I;&5D(&S(\$5X:&EB:70@,3!<*'9<2!T;R!&W)M(#\$P+4L@;V8@0VQE
M=F5L86YD+4-L:69F<R`I5&H-"E0J#0HH26YC(&9I;&5D(&N(\$UA<F-H(#(V
M+"`Q.3DW(&N9"!I;F-<O<G!O<F#T960@8GD@<F5F97)E;F-E7"D@*51J#0HS
M,BXP."`T+COX(%1\$#0HH3F]T(\$%P<&QI8V%B;&4I5&H-"BTS-2XY-"`M-2XV
M."!41`T*6R@Q,%PH:6E<*2DM,38S-RXY*"H@5')U<W0@06=R965M96YT(\$YO
M+B`Q,"P@9&T960@87,@;V8@3F]V96UB97(@,C`L(#\$Y.38L(&)Y(&N9"!B
M971W965N("E=5\$H-"C,N.#8@+3\$N,3(@5\$0-"BA#;&5V96QA;F0M0VQI9F9S
M(\$EN8R!A;F0@2V5Y(%1R=7-T(\$-O;7!A;GD@;V8@3VAI;RP@3BY!+BP@5')U
M<W1E92P@=VET:"`I5&H-"E0J#0HH<F5S<&5C="!T;R!T:@4@0VQE=F5L86YD
M+4-L:69F<R!);F,@3F]N96UP;&]Y964@1&ER96-T;W)S7#(R,B!#;VUP96YS
M871I;VX@*51J#0I4*@T**%!L86X@7"AF:6QE9"!A<R!%>&AI8FET(#\$P7"AW
M7"D@=&@1F]R;2`Q,"U+(&]F(\$-L979E;&N9"U#;&EF9G,@26YC(&9I;&5D
M(&]N("E4:@T*5"H-"BA-87)C:"`R-BP@,3DY-R!A;F0@:6YC;W)P;W)A=&5D
M(&)Y(')E9F5R96YC95PI("E4:@T*,S(N,#@@-"XT."!41`T**\$YO="!<'!L
M:6-A8FQE*51J#0HM,S4N.30@+34N-C@5\$0-"ELH,3!<*&I7"DI+3\$V,S<N
M.2@J(\$-L979E;&N9"U#;&EF9G,@26YC(\$-H86YG92!I;B!#;VYT<F]L(%-E
M=F5R86YC92!087D@4&QA;BP@969F96-T:79E(&S(&]F("E=5\$H-"C,N.#8@
M+3\$N,3(@5\$0-"BA*86YU87)Y(#\$L(#(P,#`@*51J#0HS,BXP."`Q+C\$R(%1\$
M#0HH1FEL960@2&5R97=I=&@I5&H-"BTS-2XY-"`M,BXS,B!41`T*6R@Q,%PH
M:VM<*2DM,3\$Y,RXY*"H@0VQE=F5L86YD+4-L:69F<R!);F,@5F]L=6YT87)Y
M(\$YO;BU1=6%L:69I960@1&5F97)R960@0V]M<&5N<V%T:6]N("E=5\$H-"C,N
M.#8@+3\$N,3(@5\$0-"BAO;&N(%PH07,@06UE;F1E9"!A;F0@4F5S=&T960@
M87,@;V8@2F\$N=6%R>2`Q,"Q.3DY7"D@*51J#0HS,BXP."`Q+C\$R(%1\$#0HH
M1FEL960@2&5R97=I=&@I5&H-"BTS-2XY-"`M,BXS,B!41`T*6R@Q,%PH;&Q<
M*2DM,38S-RXY*"H@0VQE=F5L86YD+4-L:69F<R!);F,@3@]N9RU497)M(%!E
M<F90<FUA;F-E(%-H87)E(%!R;V=R86TL(&5F9F5C=&EV92!A<R`I751*#0HS
M+C@V("TQ+C\$R(%1\$#0HH;V8@36%R8V@@,S\$L(#\$Y.30L(&S(&M96YD960@
M87,@;V8@2F\$N=6%R>2`Q,RP@,3DY-R!<*&9I;&5D(&S(\$5X:&EB:70@,3`I
M5&H-"E0J#0HH7"AN7"D@=&@1F]R;2`Q,"U1(&]F(\$-L979E;&N9"U#;&EF
M9G,@26YC(&9I;&5D(&]N(\$%U9W5S="`Q,RP@,3DY-R!A;F0@*51J#0I4*@T*
M*&EN8V]R<&]R871E9"!B>2!R969E<F5N8V5<*2`I5&H-"C,R+C`X(#N,S8@
M5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*150-"C`N-2!G#0HQ(&D@#0HR-2XV
M-2`T.3(N,S,@-34N.3(@+3\$N,B!R90T*9@T*0E0-"C\$R(#`@,"`Q,B`R-2XV
M-2`T-S@N-#\$5&T-"C`@9PT*6R@J("DM,3\$S,"A2969L96-T<R!M86YA9V5M
M96YT(&-O;G1R86-T(&]R(&]T:@5R(&-O;7!E;G-A=&]R>2!A@A;F=E;65N
M="!R97%U:7)E9"!T;R!B92!F:6QE9"!A<R!A;B!%>&AI8FET('!U<G-U86YT
M('1O("E=5\$H-"C\$N.#@+3\$N,3(@5\$0-"BA)=&5M(#\$T7"AC7"D@;V8@=&AI
M<R!297!O<GON*51J#0HR,2`M,BXS(%1\$#0HH,C(@*51J#0I%5`T*96YD<W1R
M96%M#0IE;F108FH-"C@Q(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E
M>'0@70T*+T9O;G0@/#P-"B]@&B`T(#`@4@T*+T8T(#8@,"!2#0H^/@T*+T5X
M=\$=3=&@T92`\`T*+T=3,2`W(#`@4@T*/CX-"CX`#0IE;F108FH-"C@S(#`@
M;V)J#0H\`T*+TQE;F=T:"`S,CDR#0H^/@T*W1R96%M#0I"5`T*+T8R(#\$@
M5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*
M,"!48PT*,"!4=PT**`@("`@("`@("`@("`@("E4:@T*,BXS-"`M,2XQ
M,B!41`T*,RXS-2!48PT*6R@@("DR.3(P**`I+3(V.38P**`I,C4P,"@*5U4
M2@T*5"H-"C`@5&,"-B@Q,%PH;6U<*2E4:@T*+T8T(#\$@5&8-"C@N,C@@,"!4
M1`T**"H@0VQE=F5L86YD+4-L:69F<R!);F,@3F]N96UP;&]Y964@1&ER96-T
M;W)S7#(R,B!3=7!P;&5M96YT86P@*51J#0HP("TQ+C\$R(%1\$#0HH0V]M<&5N
M<V%T:6]N(%!L86XL(&5F9F5C=&EV92!A<R!09B!*6QY(#\$L(#\$Y.34@7"AF
M:6QE9"!A<R!%>&AI8FET(#\$P7"AB7"D@=&@*51J#0I4*@T**\$90<FT@,3`M
M42!09B!#;&5V96QA;F0M0VQI9F9S(\$EN8R!F:6QE9"!O;B!.;W9E;6)E<B<T
M,RP@,3DY-B!A;F0@*51J#0I4*@T**&EN8V]R<&]R871E9"!B>2!R969E<F5N
M8V5<*2`I5&H-"C,Q+C8V(#,N,S8@5\$0-"BA.;W0@07!P;&EC86)L92E4:@T*
M+3,U+CDT("TT+C4V(%1\$#0I;*#P7"AN;EPI*2TQ-C\$S+CDH*B!&:7)S="!<'!
M;65N&UE;G0@=&@0VQE=F5L86YD+4-L:69F<R!);F,@3F]N96UP;&]Y964@
M1&ER96-T;W)S7#(R,B`I751*#0HT+C(X("TQ+C\$R(%1\$#0HH4W5P<&QE;65N
M=&%L(\$-O;7!E;G-A=&EO;B!O;&N+!"E9F9E8W1I=F4@87,@;V8@2F\$N=6%R
M>2`Q+"`Q.3DY(%PH9FEL960@87,@*51J#0I4*@T**\$5X:&EB:70@,3!<*&UM
M7"D@=&@1F]R;2`Q,"U+(&]F(\$-L979E;&N9"U#;&EF9G,@26YC(&9I;&5D
M(&]N(\$UA<F-H(#(U+"`I5&H-"E0J#0HH,3DY.2!A;F0@:6YC;W)P;W)A=&5D
M(&)Y(')E9F5R96YC95PI("E4:@T*,S\$N-C8@,RXS-B!41`T**\$YO="!<'!L
M:6-A8FQE*51J#0HM,S4N.30@+30N-38@5\$0-"ELH,3!<*&O7"DI+3\$V,3,N
M.2@J(\$-L979E;&N9"U#;&EF9G,@26YC(\$YO;F5M<&QO>65E(\$1I<F5C=&])R
M<UPR,C(@0V]M<&5N<V%T:6]N(%!L86XL("E=5\$H-"CON,C@+3\$N,3(@5\$0-
M"BAE9F9E8W1I=F4@87,@;V8@2G5L>2`Q+"`Q.3DV(%PH9FEL960@87,@07!P
M96YD:7@@0!T;R!O<F]X>2!3=&T96UE;G0@;V8@*51J#0I4*@T**\$-L979E

M; 'U#; 'F9G, @26YC ('I; 'D ('N (\$UA<F-H (# (U+"`Q.3DV ('N9"! I
M; F-O<G!O<F%T960@8GD@*51J#0I4*#T***) E9F5R96Y9C95PI ("E4:@T*, S\$N
M-C8@, RXS-B!41`T**\$YO="!!<'!L:6-A8FQE*51J#0HM, S4N.30@+30N-38@
M5\$0-"ELH, 3!<'!P7"DI+3\$V, 3, N.2@J (\$9I<G-T (\$%M96YD; 65N="!T; R!#
M; 'V96QA; FOMOVQI9F9S (\$EN8R!.; VYE; 7!L; WEE92!\$:7) E8W1O<G-<, C (R
M ("E=5\$H-"CON, C@+3\$N, 3 (@5\$0-"BA#; VUP96Y9S871I; VX@4&QA; BP@969F
M96-T:79E ('S ('F (\$YO=F5M8F5R (#\$R+"`Q.3DV (%PH9FEL960@87, @17AH
M:6) I="`Q, "E4:@T*5"H-"BA<*1D7"D@=&\@1F]R; 2`Q, "U+ ('F (\$-L979E
M; 'N9"U#; 'F9G, @26YC ('I; 'D ('N (\$UA<F-H (# (V+"`Q.3DW ('N9"! I
M5&H-"E0J#0HH:6YC; W)P; W)A='D ('Y ('!) E9F5R96Y9C95PI ("E4:@T*, S\$N
M-C8@, RXS-B!41`T**\$YO="!!<'!L:6-A8FQE*51J#0HM, S4N.30@+30N-38@
M5\$0-"ELH, 3!<'!%Q7"DI+3\$V, 3, N.2@J (%-E8V]N9"!; 65N9&UE; G0@=&\@
MOVQE=F5L86YD+4-L:69F<R!); F, @3F]N96UP; 'Y964@1&ER96-T; W)S7# (R
M, B`I751*#0HT+C (X ("TQ+C\$R (\$1\$#0HH0V]M<'5N<V%T:6]N (%!L86XL ('F
M9F5C='EV92!A<R!O9B!-87D@, 3, L (#\$Y.3<@7"AF:6QE9"!A<R!%>'AI8FET
M (#\$P7"AM7"D@=&\@*51J#0I4*#T**\$9O<FT@, 3`M42!O9B!#; 'V96QA; FOM
MOVQI9F9S (\$EN8R!F:6QE9"!O; B!!=6=U<W0@, 3, L (#\$Y.3<@86YD ("E4:@T*
M5"H-"BAI; F-O<G!O<F%T960@8GD@<F5F97)E; F-E7"D@*51J#0HS, 2XV-B`S
M+C, V (%!\$#0HH3F]T (\$%P<'QI8V%B; 'I5&H-"BTS-2XY-"`M-"XU-B!41`T*
M6R@Q, %PH<G)<*2DM, 3DT-RXY*"H@5&AI<F0@06UE; F1M96YT ('!O (\$-L979E
M; 'N9"U#; 'F9G, @26YC (\$YO; F5M<QO>65E (\$I<F5C='R<UPR, C (@*5U4
M2@T*-"XR. "`M, 2XQ, B!41`T**\$-O; 7!E; G-A='EO; B!O; 'N+!E9F9E8W1I
M=F4@87, @; V8@2F%N=6%R>2`Q+""`Q.3DY (%PH9FEL960@87, @17AH:6) I="`Q
M, %PH<7%<*2`I5&H-"E0J#0HH=&\@1F]R; 2`Q, "U+ ('F (\$-L979E; 'N9"U#
M; 'F9G, @26YC ('I; 'D ('N (\$UA<F-H (# (U+"`Q.3DY ('N9"! I5&H-"E0J
M#0HH:6YC; W)P; W)A='D ('Y ('!) E9F5R96Y9C95PI ("E4:@T*, S\$N-C8@, RXS
M-B!41`T**\$YO="!!<'!L:6-A8FQE*51J#0HM, S4N.30@+30N-38@5\$0-"ELH
M, 3, I+3, R.#`H4V5L96-T960@<'R='EO; G, @; V8@, 3DY.2!; FYU86P@4F5P
M; W)T ('!O (%-E8W5R:71Y (\$AO; 'I<G, I751*#0HQ+C\$V ("TQ+C\$R (\$1\$#0I;
M*#S\$7"AA7"D@*2TQ.3Y+CDH36%N86=E; 65N=%PR, C)S (\$I<V-U<W-I; VX@
M86YD (\$%N86QY<VES ('F (\$9I; F%N8VEA; "#; VYD:71I; VX@86YD ("E=5\$H-
M"CON, S (@+3\$N, 3 (@5\$0-"BA297-U; '1S ('F (\$]P97)A='EO; G, I5&H-"C (Y
M+C\$R (#\$N, 3 (@5\$0-"BA&:6QE9"! (97)E=VET:"E4:@T*, "`M, 2XQ, B!41`T*
M*#PH4'G92`R-2TS-%PI*51J#0HM, S, N-#0@+3\$N, B!41`T*6R@Q, UPH8UPI
M ("DM, 3DU.2XY*%-T871E; 65N="!O9B!#; VYS; VQI9'T960@1FEN86YC:6%L
M (%!O<VET:6]N ("DM, 3`W-38N.2A&:6QE9"! (97)E=VET:"E=5\$H-"C, S+C0T
M ("TQ+C\$R (\$1\$#0HH7"A086=E (#, U+3, V7"DI5&H-"BTS, RXT-"`M, 2XR (\$1\$
M#0I; *#S\$7"AD7"D@*2TQ.3`S+CDH4W1A='5M96YT ('F (\$-O; G-O; 'ED871E
M9"!); F-O; 64@*2TQ-3`P.2XR*\$9I; 'D (\$AE<F5W:71H*5U42@T*, S, N-#0@
M+3\$N, 3 (@5\$0-"BA<*!A9V4@, S=<*2E4:@T*+3, S+C0T ("TQ+C (@5\$0-"ELH
M, 3-<*5<*2`I+3\$Y-3DN.2A3='T96UE; G0@; V8@0V]N<V]L:61A='D (\$-A
M<V@1FQO=W, @*2TQ, S, Q, RXQ*\$9I; 'D (\$AE<F5W:71H*5U42@T*, S, N-#0@
M+3\$N, 3 (@5\$0-"BA<*!A9V4@, SA<*2E4:@T*150-"C`N-2!G#0HQ ('D@#0HR
M-2XV-2`T-S8N, #S@-34N.3 (@+3\$N, B!R90T*9@T*0EO-"C\$R (#`@, "`Q, B`R
M-2XV-2`T-C (N, #D@5&T-"C`@9PT*6R@J ("DM, 3\$S, "A2969L96-T<R!M86YA
M9V5M96YT (&-O; G1R86-T ('R ('T: '5R (&-O; 7!E; G-A='R>2!A<G)A; F=E
M; 65N="!R97%U:7)E9"!T; R!B92!F:6QE9"!A<R!A; B!%>'AI8FET ('!U<G-U
M86YT ('!O ("E=5\$H-"C\$N.#@+3\$N, 3 (@5\$0-"BA)='5M (#\$T7"AC7"D@; V8@
M='AI<R!297!O<G0N*51J#0HR, 2`M, BXS (%!\$#0HH, C, @*51J#0I%5`T*96YD
M<W1R96%M#0IE; F1O8FH-"C@T (#`@; V)J#0H\ /`T*+U!R; V-3970@6R]01\$8@
M+U1E>'0@70T*+T9O; G0@/#P-"B] 'B`T (#`@4@T*+T8T (#8@, "!2#0H^/@T*
M+T5X=S=3='T92` \ /`T*+T=3, 2`W (#`@4@T*/CX-"CX^#0IE; F1O8FH-"C@V
M (#`@; V)J#0H\ /`T*+TQE; F=T: "`Q-C@V#0H^/@T* <W1R96%M#0I"5`T*+T8R
M (#\$@5&8-"C\$R (#`@, "`Q, B`R-2XV-2`Y-C\$N, #4@5&T-"C`@9PT*+T=3, 2!G
M<PT*, "!48PT*, "!4=PT**`@ ("`@ ("`@ ("`@ ("`@ ("`@ ("E4:@T*, RXU ("TQ
M+C\$R (%!\$#0HP+C8W (%!C#0I; *"`I+3\$U-C`H ("`@*2TR.# (P, "@@*5U42@T*
M5"H-"C`@5&, -"B@Q, UPH9EPI ("E4:@T*+T8T (#\$@5&8-"CON, S (@, "!41`T*
M6RA3='T96UE; G0@; V8@0V]N<V]L:61A='D (%-H87)E: 'L9&5R<UPR, C (@
M17%U:71Y ("DM.34S-BXX*\$9I; 'D (\$AE<F5W:71H*5U42@T*, CDN, 3 (@+3\$N
M, 3 (@5\$0-"BA<*!A9V4@, SE<*2E4:@T*+3, S+C0T ("TQ+C\$R (%!\$#0I; *#S\$
M7"AG7"D@*2TQ.3`S+CDH3F]T97, @=&\@0V]N<V]L:61A='D (\$9I; F%N8VEA
M; "!3='T96UE; G1S*2TQ, 38Q.2A&:6QE9"! (97)E=VET:"E=5\$H-"C, S+C0T
M ("TQ+C\$R (%!\$#0HH7"A086=E (#0P+34T7"DI5&H-"BTS, RXT-"`M, 2XQ, B!4
M1`T*6R@Q, UPH: %PI ("DM, 3DP, RXY*%#U87)T97)L>2!297-U; '1S ('F (\$]P
M97)A='EO; G, 00V]M; 6]N (%-H87)E (%!R:6-E (%!E<F9O<FUA; F-E ('N9"! I
M751*#0HT+C, R ("TQ+C\$R (%!\$#0HH1&EV:61E; F1S*51J#0HR.2XQ, B`Q+C\$R
M (%!\$#0HH1FEL960@2&5R97=I='I5&H-"C`@+3\$N, 3 (@5\$0-"BA<*!A9V4@
M-35<*2E4:@T*+3, S+C0T ("TQ+C\$R (%!\$#0I; *#S\$7"AI7"D@*2TR, 3 (U+CDH
M26YV97-T; W (@86YD (\$-O<G!O<F%T92!); F9O<FUA='EO; BDM, 30X-S (N, BA&
M:6QE9"! (97)E=VET:"E=5\$H-"C, S+C0T ("TQ+C\$R (%!\$#0HH7"A086=E (#4V
M7"DI5&H-"BTS, RXT-"`M, 2XQ, B!41`T*6R@Q, UPH:EPI ("DM, C\$R-2XY*%-U
M; 6UA<GD@; V8@1FEN86YC:6%L ('N9"!/='AE<B!3='T:7-T:6-A; "!\$871A
M*2TY-C (P+C@H1FEL960@2&5R97=I='I751*#0HS, RXT-"`M, 2XQ, B!41`T*
M*#PH4'G92`U-RTU.%PI*51J#0HM, S, N-#0@+3\$N, 3 (@5\$0-"ELH, C<I+3 (T, #`H
M0V]N<V]L:61A='D (\$9I; F%N8VEA; "#871A (%-C: 'D=6QE ('-U8FUI='1E
M9"!F; W (@4V5C=7)I='EE<R!A; F0@*5U42@T*, RXT ("TQ+C\$R (%!\$#0HH17AC
M: 'N9V4@0V]M; 6ES<VEO; B!I; F9O<FUA='EO; B`I5&H-"C, P+C`T (#\$N, 3 (@

M5\$0-"BA<C(W*51J#0HM,S,N-#0+3(N,C0@5\$0-"ELH.3DI+3(T,#`H061D
M:71I;VYA;!"!>&A18FET<RE=5\$H-"C`@+3\$N,3(@5\$0-"ELH.3E<*%&*2`I
M+3\$Y-3DN.2A38VAE9'5L92!)22!<,C(V(%9A;'5A=&EO;B!A;F0@475A;&EF
M>6EN9R!8V-O=6YT<RDM.3(X."XX*\$9I;&5D(SAE<F5W:71H*5U42@T*,S,N
M-#0@+3\$N,3(@5\$0-"BA<*%!A9V4@-C-<*2E4:@T*+3\$T+C`V("TR+C,@5\$0-
M"B@R-"`I5&H-"D54#0IE;F1S=")E86T-"F5N9&]B:@T*.`#@,!"!08FH-"CP\
M#0HO4')O8U-E="!;+U!\$1B`O5&5X="!="#0HO1F]N="`\`T*+T8R(#0@,!"!2
M#0HO1C0@-B`P(%(-"CX^#0HO17AT1U-T871E(#F\#0HO1U,Q(#<@,!"!2#0H^
M/@T*/CX-"F5N9&]B:@T*.`#@,!"!08FH-"CP\#0HO5'EP92`O2&%L9G1O;F4-
M"B] (86QF=&]N951Y<&4@,0T*+TAA;&9T;VYE3F%M92`H1&5F875L="D-"B] &
M<F5Q=65N8WD@-C`-"B]!;F=L92`T-0T*+U-P;W1&=6YC=&EO;B`O4F]U;F0-
M"CX^#0IE;F108FH-"C<@,!"!08FH-"CP\#0HO5'EP92`O17AT1U-T871E#0HO
M4T\$@9F\$L<V4-"B]/4"!F86QS90T*+TA4("] \$969A=6QT#0H^/@T*96YD;V)J
M#0HT(#`@;V)J#0H\`T*+U1Y<&4@+T9O;G0-"B]3=6)T>7!E("]4>7!E,0T*
M+TYA;64@+T8R#0HO0F%S949O;G0@+U1I;65S+5)O;6%N#0H^/@T*96YD;V)J
M#0HU(#`@;V)J#0H\`T*+U1Y<&4@+T9O;G0-"B]3=6)T>7!E("]4>7!E,0T*
M+TYA;64@+T8S#0HO0F%S949O;G0@+U1I;65S+4)O;&0-"CX^#0IE;F108FH-
M"C8@,!"!08FH-"CP\#0HO5'EP92`O1F]N="T*+U-U8GLY<&4@+U1Y<&4Q#0HO
M3F%M92`O1C0-"B]%;F-O9&EN9R`X.2`P(%(-"B]"87-E1F]N="`O5&EM97,M
M4F]M86X-"CX^#0IE;F108FH-"C0W(#`@;V)J#0H\`T*+U1Y<&4@+T9O;G0-
M"B]3=6)T>7!E("]4>7!E,0T*+TYA;64@+T8U#0HO16YC;V1I;F<@.#D@,!"!2
M#0HO0F%S949O;G0@+U1I;65S+4)O;&0-"CX^#0IE;F108FH-"C@Y(#`@;V)J
M#0H\`T*+U1Y<&4@+T5N8V]D:6YG#0HO1&EF9F5R96YC97,@6R`P+V=R879E
M+V%C=71E+V-I<F-U;69L97@O=&EL9&4O;6%<C<F]N+V)R979E+V1O=&%C8V5N
M="]D:65R97-I<PT*+W)I;F<O8V5D:6QL82]H=6YG87)U;6QA=70O;V=O;F5K
M+V-A<F]N+V1O=&QE<W-I+V9I+V9L#0HO3`-L87-H+VQS;&%S:"]:8V%R;VXO
M>F-A<F]N+VUI;G5S(#,Y+W%U;W1E<VEN9VQE(#DV+V=R879E(#\$S,"]Q=6]T
M97-I;F=L8F%S90T*+V9L;W)I;B]Q=6]T961B;&)A<V4O96QL:7]S:7,09&%G
M9V5R+V1A9V=E<F1B;"]C:7)C=6UF;&5X+W!E<G1H;W5S86YD+U-C87)O;@T*
M+V=U:6QS:6YG;&QE9G003T4@,30U+W%U;W1E;&5F="]Q=6]T97)I9VAT+W%U
M;W1E9&)L;&5F="]Q=6]T961B;')I9VAT+V)U;&QE="]E;F1A<V@-"B]E;61A
M<V@O=&EL9&4O=')A9&5M87)K+W-C87)O;B]G=6EL<VEN9VQR:6=H="]O92`Q
M-3DO661I97)E<VES(#\$V-"]C=7)R96YC@0T*(#\$V-B]B<F]K96YB87(@,38X
M+V1I97)E<VES+V-O<ER:6=H="]O<F1F96UI;FEN92`Q-S(O;&]G:6-A;&YO
M="]H>7!H96XO<F5G:7-T97)E9"]M86-R;VX-"B]D96=R964O<&QU<VUI;G5S
M+W1W;W-U<&5R:6]R+W1H<F5E<W5P97)I;W(O86-U=&4O;74@,3@S+W!E<FEO
M9&-E;G1E<F5D+V-E9&EL;&\$-"B]O;F5S=7!E<FEO<B]O<F1M87-C=6QI;F9@
M,3@X+V]N97%U87)T97(O;VYE:&%L9B]T:')E97%U87)T97)S(#\$Y,B]1]W)A
M=F4006%C=71E+T%C:7)C=6UF;&5X#0HO071I;&1E+T%D:65R97-I<R]!<FEN
M9R]!12]#8V5D:6QL82]9W)A=F4016%C=71E+T5C:7)C=6UF;&5X#0HO161I
M97)E<VES+TEG<F%V92]86-U=&4O26-I<F-U;69L97@O261I97)E<VES+T5T
M:"].=&EL9&4O3V=R879E#0HO3V%C=71E+T]C:7)C=6UF;&5X+T]T:6QD92]/
M9&EE<F5S:7,O;75L=&EP;'DO3W-L87-H+U5G<F%V92]586-U=&4-"B]58VER
M8W5M9FQE>"]59&EE<F5S:7,O66%C=71E+U1H;W)N+V=E<FUA;F1B;' ,O86=R
M879E+V%A8W5T92]A8VER8W5M9FQE>T*+V%T:6QD92]A9&EE<F5S:7,O87)I
M;F<O864O8V-E9&EL;&\$O96=R879E+V5A8W5T92]E8VER8W5M9FQE>T*+V5D
M:65R97-I<R]I9W)A=F4O:6%C=71E+VEC:7)C=6UF;&5X+VED:65R97-I<R]E
M=&@O;G1I;&1E+V]G<F%V90T*+V]A8W5T92]O8VER8W5M9FQE>"]O=&EL9&4O
M;V1I97)E<VES+V1I=FED92]O<VQA<V@O=6=R879E+W5A8W5T90T*+W5C:7)C
M=6UF;&5X+W5D:65R97-I<R]Y86-U=&4O=&AO<FXO>61I97)E<VES#0I=#0H^
M/@T*96YD;V)J#0HQ(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E;G0@
M."`P(%(-"B]297-O=7)C97,@,R`P(%(-"B]#;VYT96YT<R`R(#`@4@T*/CX-
M"F5N9&]B:@T*.2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R96YT(#@@
M,!"!2#0HO4F5S;W5R8V5S(#\$Q(#`@4@T*+T-O;G1E;G1S(#\$P(#`@4@T*/CX-
M"F5N9&]B:@T*,3(@,!"!08FH-"CP\#0HO5'EP92`O4&%G90T*+U!A<F5N="`X
M(#`@4@T*+U)E<V]U<F-E<R`Q-"`P(%(-"B]#;VYT96YT<R`Q,R`P(%(-"CX^
M#0IE;F108FH-"C\$U(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E;G0@
M."`P(%(-"B]297-O=7)C97,@,3@,!"!2#0HO0V]N=&5N=',@,38@,!"!2#0H^
M/@T*96YD;V)J#0HQ."`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R96YT
M(#@@,!"!2#0HO4F5S;W5R8V5S(#(P(#`@4@T*+T-O;G1E;G1S(#\$Y(#`@4@T*
M/CX-"F5N9&]B:@T*,C\$@,!"!08FH-"CP\#0HO5'EP92`O4&%G90T*+U!A<F5N
M="`X(#`@4@T*+U)E<V]U<F-E<R`R,R`P(%(-"B]#;VYT96YT<R`R,B`P(%(-
M"CX^#0IE;F108FH-"C(T(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E
M;G0@."`P(%(-"B]297-O=7)C97,@,C8@,!"!2#0HO0V]N=&5N=',@,C4@,!"!2
M#0H^/@T*96YD;V)J#0HR-R`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R
M96YT(#@@,!"!2#0HO4F5S;W5R8V5S(#(Y(#`@4@T*+T-O;G1E;G1S(#(X(#`@
M4@T*/CX-"F5N9&]B:@T*,S`@,!"!08FH-"CP\#0HO5'EP92`O4&%G90T*+U!A
M<F5N="`X(#`@4@T*+U)E<V]U<F-E<R`S,B`P(%(-"B]#;VYT96YT<R`S,2`P
M(%(-"CX^#0IE;F108FH-"C,S(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]0
M87)E;G0@."`P(%(-"B]297-O=7)C97,@,S4@,!"!2#0HO0V]N=&5N=',@,S0@
M,!"!2#0H^/@T*96YD;V)J#0HS-B`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO
M4&%R96YT(#OP(#`@4@T*+U)E<V]U<F-E<R`S."`P(%(-"B]#;VYT96YT<R`S
M-R`P(%(-"CX^#0IE;F108FH-"C0Q(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-
M"B]087)E;G0@-#`@,!"!2#0HO4F5S;W5R8V5S(#OS(#`@4@T*+T-O;G1E;G1S
M(#OR(#`@4@T*/CX-"F5N9&]B:@T*-#0@,!"!08FH-"CP\#0HO5'EP92`O4&%G
M90T*+U!A<F5N="`T,"`P(%(-"B]297-O=7)C97,@-#8@,!"!2#0HO0V]N=&5N
M=",@-#4@,!"!2#0H^/@T*96YD;V)J#0HT."`P(&]B:@T*/#P-"B]4>7!E("]0
M86=E#0HO4&%R96YT(#0P(#`@4@T*+U)E<V]U<F-E<R`U,"`P(%(-"B]#;VYT
M96YT<R`T.2`P(%(-"CX^#0IE;F108FH-"C4Q(#`@;V)J#0H\`T*+U1Y<&4@
M+U!A9V4-"B]087)E;G0@-#`@,!"!2#0HO4F5S;W5R8V5S(#4S(#`@4@T*+T-O
M;G1E;G1S(#4R(#`@4@T*/CX-"F5N9&]B:@T*-30@,!"!08FH-"CP\#0HO5'EP
M92`O4&%G90T*+U!A<F5N="`T,"`P(%(-"B]297-O=7)C97,@-38@,!"!2#0HO
M0V]N=&5N=',@-34@,!"!2#0H^/@T*96YD;V)J#0HU-R`P(&]B:@T*/#P-"B]4
M>7!E("]086=E#0HO4&%R96YT(#0P(#`@4@T*+U)E<V]U<F-E<R`U.2`P(%(-
M"B]#;VYT96YT<R`U."`P(%(-"CX^#0IE;F108FH-"C8P(#`@;V)J#0H\`T*

M+U1Y<&4@+U!A9V4-"B]087)E;G0@-#`@,"!2#0HO4F5S;W5R8V5S(#8R(#`@M4@T*+T-O;G1E;G1S(#8Q(#`@4@T*/CX-"F5N9&]B:@T*-C,@,"!08FH-"CP\M#0HO5'EP92`04&%G90T*+U!A<F5N="`T,"`P(%(-"B]297-O=7)C97,@-C4@M,"!2#0HO0V]N=&5N=',@-C0@,"!2#0H^/@T*96YD;V)J#0HV-B`P(&]B:@T* M/#P-"B]4>7!E("]086=E#0HO4&%R96YT(#0P(#`@4@T*+U)E<V]U<F-E<R`V M."`P(%(-"B]#;VYT96YT<R`V-R`P(%(-"CX^#0IE;F108FH-"C8Y(#`@;V)J M#0H\`/T*+U1Y<&4@+U!A9V4-"B]087)E;G0@-S(@,"!2#0HO4F5S;W5R8V5S M(#<Q(#`@4@T*+T-O;G1E;G1S(#<P(#`@4@T*/CX-"F5N9&]B:@T*-S,@,"!0 M8FH-"CP\#0HO5'EP92`04&%G90T*+U!A<F5N="`W,B`P(%(-"B]297-O=7)C M97,@-S4@,"!2#0HO0V]N=&5N=',@-S0@,"!2#0H^/@T*96YD;V)J#0HW-B`P M(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R96YT(#<R(#`@4@T*+U)E<V]U M<F-E<R`W."`P(%(-"B]#;VYT96YT<R`W-R`P(%(-"CX^#0IE;F108FH-"C<Y M(#`@;V)J#0H\`/T*+U1Y<&4@+U!A9V4-"B]087)E;G0@-S(@,"!2#0HO4F5S M;W5R8V5S(#@Q(#`@4@T*+T-O;G1E;G1S(#@P(#`@4@T*/CX-"F5N9&]B:@T* M.#(@,"!08FH-"CP\#0HO5'EP92`04&%G90T*+U!A<F5N="`W,B`P(%(-"B]2 M97-O=7)C97,@.#0@,"!2#0HO0V]N=&5N=',@.#,@,"!2#0H^/@T*96YD;V)J M#0HX-2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R96YT(#<R(#`@4@T* M+U)E<V]U<F-E<R`X-R`P(%(-"B]#;VYT96YT<R`X-B`P(%(-"CX^#0IE;F10 M8FH-"C@@,"!08FH-"CP\#0HO5'EP92`04&%G97,-"B]4>7!E("]086=E#0HO4&%R96YT(#,Y(#`@4@T* M/CX-"F5N9&]B:@T*-#`@,"!08FH-"CP\#0HO5'EP92`04&%G97,-"B]4>7!E("]0 M(%LS-B`P(%@-#S@,"!2(#0T(#`@4B`T."`P(%@-3S@,"!2(#4T(#`@4B`U M-R`P(%@-C`@,"!2(#8S(#`@4B`V-B`P(%=#0HO0V]U;G0@,3-"B]087)E M;G0@,SD@,"!2#0H^/@T*96YD;V)J#0HW,B`P(&]B:@T*/#P-"B]4>7!E("]0 M86=E<PT*+TMI9',@6S8Y(#`@4B`W,R`P(%@-S8@,"!2(#<Y(#`@4B`X,B`P M(%@.#4@,"!270T*+T-O=6YT(#8-"B]087)E;G0@,SD@,"!2#0H^/@T*96YD M;V)J#0HS.2`P(&]B:@T*/#P-"B]4>7!E("]086=E<PT*+TMI9',@6S@@,"!2 M(#0P(#`@4B`W,B`P(%@70T*+T-O=6YT(#(V#0HO365D:6%"#;W@6S`@,"`V M,3(@,3`P.%T-"CX^#0IE;F108FH-"CDP(@;V)J#0H\`/T*+U1Y<&4@+T-A M=&%L;V<-"B]086=E<R`S.2`P(%(-"CX^#0IE;F108FH-"CDQ(#`@;V)J#0H\ M/T*+T-R96%T:6]N1&%T92`H1#HQ.3\$P,#`S,38Q-C\$Q,C(I#0HO4')09`5C M97(@%\$PS-S9<,S<W7#`P,\$%<,#`P8UPP,#!R7#`P,&](<,#`P8EPP,#!A7#`P M,'1<,#`P(%PP,#!\$7#`P,&E<,#`P<UPP,#!T7#`P,&E<,#`P;%PP,#!L7#`P M,&5<,#`P<EPP,#`@7#`P,#-<,#`P+EPP,#`P7#`P,(I#0H^/@T*96YD;V)J M#0IX<F5F#0HP(#DR#0HP,#`P,#`P,#`P(#8U-3,U(&8-"C`P,#`P.3<W.38@ M,#`P,#`@;@T*,#`P,#`P,#`Q-R`P,#`P,"!N#0HP,#`P,#`S,C0T(#`P,#`P M(&X-"C`P,#`P.38Q,C(@,#`P,#`@;@T*,#`P,#`Y-C(Q,B`P,#`P,"!N#0HP M,#`P,#DV,S`Q(#`P,#`P(&X-"C`P,#`P.38P-#,@,#`P,#`@;@T*,#`P,#\$P M,#\$W-"`P,#`P,"!N#0HP,#`P,#DW.#@T(#`P,#`P(&X-"C`P,#`P,#,S-S\$@ M,#`P,#`@;@T*,#`P,#`P.#4Y,R`P,#`P,"!N#0HP,#`P,#DW.3<T(#`P,#`P M(&X-"C`P,#`P,#@W,C\$@,#`P,#`@;@T*,#`P,#`Q,S`V,"`P,#`P,"!N#0HP M,#`P,#DX,#8U(#`P,#`P(&X-"C`P,#`P,3,Q.#@@,#`P,#`@;@T*,#`P,#`Q M-S@V-B`P,#`P,"!N#0HP,#`P,#DX,34V(#`P,#`P(&X-"C`P,#`P,3<Y.#,@ M,#`P,#`@;@T*,#`P,#`R-34W-2`P,#`P,"!N#0HP,#`P,#DX,C0W(#`P,#`P M(&X-"C`P,#`P,C4W,#`@,#`P,#`@;@T*,#`P,#`X,2`P,#`P,"!N#0HP M,#`P,#DX,S,X(#`P,#`P(&X-"C`P,#`P,S`Q.3@@,#`P,#`@;@T*,#`P,#`S M-#P-"`P,#`P,"!N#0HP,#`P,#DX-#(Y(#`P,#`P(&X-"C`P,#`P,S0T,S(@ M,#`P,#`@;@T*,#`P,#`S.3\$R,2`P,#`P,"!N#0HP,#`P,#DX-3(P(#`P,#`P M(&X-"C`P,#`P,SDR-#D@,#`P,#`@;@T*,#`P,#`T,S8P,2`P,#`P,"!N#0HP M,#`P,#DX-C\$Q(#`P,#`P(&X-"C`P,#`P-#W,3@@,#`P,#`@;@T*,#`P,#`T M-3@S-2`P,#`P,"!N#0HP,#`P,#DX-S`R(#`P,#`P(&X-"C`P,#`P-#4Y-C,@ M,#`P,#`@;@T*,#`P,#`T.34X-B`P,#`P,"!N#0HP,#`P,3`P-3@P(#`P,#`P M(&X-"C`P,#`P,Q,#`S,3<@,#`P,#`@;@T*,#`P,#`Y.#<Y-"`P,#`P,"!N#0HP M,#`P,#0Y-S\$T(#`P,#`P(&X-"C`P,#`P-3(P,3`@,#`P,#`@;@T*,#`P,#`Y M.#@X-B`P,#`P,"!N#0HP,#`P,#4R,3\$V(#`P,#`P(&X-"C`P,#`P-34W,#\$@ M,#`P,#`@;@T*,#`P,#`Y-C0P.2`P,#`P,"!N#0HP,#`P,#DX.3<X(#`P,#`P M(&X-"C`P,#`P-P-34X-#S@,#`P,#`@;@T*,#`P,#`U-C`W-"`P,#`P,"!N#0HP M,#`P,#DY,#<P(#`P,#`P(&X-"C`P,#`P-38Q.#`@,#`P,#`@;@T*,#`P,#`U M.#DT.2`P,#`P,"!N#0HP,#`P,#DY,38R(#`P,#`P(&X-"C`P,#`P-3DP-S<@ M,#`P,#`@;@T*,#`P,#`V,C`Y.2`P,#`P,"!N#0HP,#`P,#DY,C4T(#`P,#`P M(&X-"C`P,#`P-P-C(R,C@@,#`P,#`@;@T*,#`P,#`V-34Q-"`P,#`P,"!N#0HP M,#`P,#DY,SOV(#`P,#`P(&X-"C`P,#`P-C4V-#(@,#`P,#`@;@T*,#`P,#`V M.#4P."`P,#`P,"!N#0HP,#`P,#DY-#X(#`P,#`P(&X-"C`P,#`P-C@V,S8@ M,#`P,#`@;@T*,#`P,#`W,C`R,B`P,#`P,"!N#0HP,#`P,#DY-3,P(#`P,#`P M(&X-"C`P,#`P-P-S(Q,SD@,#`P,#`@;@T*,#`P,#`W-3<Q,R`P,#`P,"!N#0HP M,#`P,#DY-C(R(#`P,#`P(&X-"C`P,#`P-S4X,S`@,#`P,#`@;@T*,#`P,#`W M.34W-B`P,#`P,"!N#0HP,#`P,3`P-#8S(#`P,#`P(&X-"C`P,#`P.3DW,30@ M,#`P,#`@;@T*,#`P,#`W.38X,B`P,#`P,"!N#0HP,#`P,#@S,S,X(#`P,#`P M(&X-"C`P,#`P.3DX,#8@,#`P,#`@;@T*,#`P,#`X,SOU-2`P,#`P,"!N#0HP M,#`P,#@V.#,T(#`P,#`P(&X-"C`P,#`P.3DX.3@@,#`P,#`@;@T*,#`P,#`X M-CDT,"`P,#`P,"!N#0HP,#`P,#DP-#8S(#`P,#`P(&X-"C`P,#`P.3DY.3`@ M,#`P,#`@;@T*,#`P,#`Y,#4X,"`P,#`P,"!N#0HP,#`P,#DS.3,Q(#`P,#`P M(&X-"C`P,#`P,Q,#`P.#(Q,#`P,#`@;@T*,#`P,#`Y-#`T."`P,#`P,"!N#0HP M,#`P,#DU-SDS(#`P,#`P(&X-"C`P,#`P.34Y,3`@,#`P,#`@;@T*,#`P,#`Y M-C4Q-R`P,#`P,"!N#0HP,#`P,3`P-C@W(#`P,#`P(&X-"C`P,#`P,Q,#`W-#0@ M,#`P,#`@;@T*=')A:6QE<@T*/#P-"B]3:7IE(#DR#0HO4F]O="`Y,"`P(%(- M"B]);F90(#DQ(#`@4@T*+TES(%L\`-#`W,F1F.3,Q93\$S-S-D9C!B9#C8U.&4X M9&8P.#\$R.6,^/#0P-S)D9CDS,64Q,S<S9&8P8F8V-3AE.&1F,#@Q,CEC/ET- ?"CX^#0IS=&%R='AR968-"C\$P,#DS-PT*)25%3T8-"@` `

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX_3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`V-S(P#0H^
M/@T*WLR96%#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-#DN
M-S<@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`I5&H-"C0Q+C0R
M("TR+C,@5\$0-"BA%>A18FET(#\$S7"AA7"D@*51J#0HO1C0@,2!49@T*+30Q
M+C0R("TR+C,V(%1\$#0HH36%N86=E;65N=%PR,C)S(\$I<V-U<W-I;VX@86YD
M(\$N86QY<VES*51J#0HP("TQ+C(R(%1\$#0HH;V8@1FEN86YC:6%L(\$-O;F1I
M=&EO;B!A;F0@4F5S=6Q<R!O9B!/<&5R871I;VYS*51J#0HO1C4@,2!49@T*
M,"`M,BXS-"!41`T**\$EN("SY.3DL(\$-L979E;&%N9"U#;&EF9G,@26YC(%PH
M7#(R,T-O;7!A;GE<,C(T7"D@96%R;F5D("OT+C@@;6EL;&EO;BP@;W(@)"XT
M,R!P97(@<VAA<F4@7"AR969E<F5N8V5S('!O('!E<B!S:&%R92!E87)N:6YG
M<R`I5&H-"C`@+3\$N,3(@5\$0-"BAA<F4@7#(R,V1I;'5T960@96%R;FEN9W,@
M<&5R('H87)E7#(R-%PI+"!A(&1E8W)E87-E(&]F("OU,BXV(&UI;&QI;VXL
M(&]R("OT+C8S('!E<B!S:&%R92P@9G)O;2`Q.3DX+B!&;VQL;W=I;F<@:7,@
M82`I5&H-"EOJ#0HH<W5M;6%R>2!O9B!R97-U;'1S(&9O<B!T:&@>65A<G,@
M,3DY.2P@,3DY."!A;F0@,3DY-SH@*51J#0HU+C@T("TQ+C\$R(%1\$#0HP+CDW
M(%1C#0I;*`@*2TQ-S@X,"@@("DW,#`H("DM,3\$P,"@*3,V,"@@"("DW,#`H
M("DM,3\$P,"@*3,V,"@@"("DW,#`H("DM,3\$P,"@*5U42@T*+T8S(#\$@5&8-
M"C\$P+C`W.2`P(#`@,3`N,#<Y(#,V-BXR,2`W.3@N,S,@5&T-"C`@5&,-"B@Q
M.3DY*51J#0HO1C@,2!49@T*-2XX-3<W("TP+C`T-S8@5\$0-"ELH,3DY."DM
M,S@U-RXX*SY.3<I751*#0I%5`T*,"XU(\$<-"C`@2B`P(&H@,"XR-"!W(#\$P
M(\$T@6UTP(&O-"C\$@:2`-"C,Y."XS-R`W.30N,#\$@;0T*,S4T+C(Q(#<Y-"XP
M,2!L#0HS-30N,C\$@-SDT+C`Q(&T-"C,U-"XR,2`W.3,N-3,@;`T*4PT*,"!'
M#0HS-30N,C\$@-SDS+C4S(&T-"C,Y."XS-R`W.3,N-3,@;`T*,SDX+C,W(#<Y
M,RXU,R!M#0HS.3@N,S@<-SDT+C`Q(&P-"E,-"C`N-2!'#0HT-3<N-#@\$-SDT
M+C`Q(&T-"C0Q,RXR-2`W.30N,#\$@;`T*-\$S+C(U(#<Y-"XP,2!M#0HT,3,N
M,C4@-SDS+C4S(&P-"E,-"C`@1PT*-\$S+C(U(#<Y,RXU,R!M#0HT-3<N-#@\$
M-SDS+C4S(&P-"C0U-RXT,2`W.3,N-3,@;0T*-\$4W+COQ(#<Y-"XP,2!L#0I3
M#0HP+C4@1PT*-3\$V+C0U(#<Y-"XP,2!M#0HT-S(N,CD@-SDT+C`Q(&P-"C0W
M,BXR.2`W.30N,#\$@;0T*-\$<R+C(Y(#<Y,RXU,R!L#0I3#0HP(\$<-"C0W,BXR
M.2`W.3,N-3,@;0T*-\$3V+C0U(#<Y,RXU,R!L#0HU,38N-#4@-SDS+C4S(&T-
M"C4Q-BXT-2`W.30N,#\$@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#DU
M+C<S(#<X,BXT.2!4;0T**\$YE="!I;F-O;64I5&H-"C\$N-#4R-2`M,2XS,S,U
M(%1\$#0HH+2!!;6]U;G0@7"AI;B!M:6QL:6]N<UPI*51J#0HO1C,@,2!49@T*
M,C0N,\$SQ."`P+C`T-S8@5\$0-"ELH)"DM,34P,"XR*#0N."E=5\$H-"B]@,B`Q
M(%1F#0HU+C@U-S<@+3`N,#0W-B!41`T*6R@D*2TQ,#`P+C\$H-3<N-"DM,C8P
M-RXW*0I+3\$P,#`N,2@U-"XY*5U42@T*+3,P+C\$V.34@+3\$N,S,S-2!41`T*
M*"T@4&5R('H87)E(%PH8F%\$S:6-<*2E4:@T*+T8S(#\$@5&8-"C(T+C,Q,3@@
M,"XP-#<V(%1\$#0I;*`0I+3\$U,#`N,B@N-#,I751*#0HO1C@,2!49@T*-2XX
M-3<W("TP+C`T-S8@5\$0-"ELH)"DM,3`P,"XQ*#4N,3`I+3(V,#<N-R@D*2TQ
M,#`P+C\$H-"XX,RE=5\$H-"BTS,"XQ-CDU("TQ+C,S,S4@5\$0-"B@M(%!E<B!S
M:&%R92!<*@I;'5T961<*2E4:@T*+T8S(#\$@5&8-"C(T+C,Q,3@@,"XP-#<V
M(%1\$#0I;*`0I+3\$U,#`N,B@N-#,I751*#0HO1C@,2!49@T*-2XX-3<W("TP
M+C`T-S8@5\$0-"ELH)"DM,3`P,"XQ*#4N,#8I+3(V,#<N-R@D*2TQ,#`P+C\$H
M-"XX,"E=5\$H-"BTS,2XV,C(Q("TQ+C(Q-#0@5\$0-"BA!:=F5R86=E(&YU;6)E
M<B!O9B!S:&%R97,@7"AI;B!T:;&]U<V%N9'<-*2E4:@T*,2XT-3(U("TQ+C,S
M,S4@5\$0-"B@M(\$A<VEC*51J#0HO1C,@,2!49@T*,CON.#\$Q.2`P+C`T-S8@
M5\$0-"B@Q,2PP-S8I5&H-"B]@,B`Q(%1F#0HU+C@U-S<@+3`N,#0W-B!41`T*
M6R@Q,2PR-#@I+3,Q,#<N.2@Q,2PS-\$S!751*#0HM,S`N-C8Y-B`M,2XS,S,U
M(%1\$#0HH+2!\$:6QU=&5D*51J#0HO1C,@,2!49@T*,CON.#\$Q.2`P+C`T-S8@
M5\$0-"B@Q,2PQ,COI5&H-"B]@,B`Q(%1F#0HU+C@U-S<@+3`N,#0W-B!41`T*
M6R@Q,2PS,S8I+3,Q,#<N.2@Q,2PT-38I751*#0HO1C,@,2!49@T*,3(@,"`P
M(#\$R(#U+C8U(#8W-2XR,2!4;0T**\$Y.3D@=F5R<W5S(#\$Y.3@I5&H-"B]@
M-2`Q(%1F#0HP("TR+C,T(%1\$#0HH3F5T(&EN8V)M92!F;W(@,3DY.2!W87,@
M)#0N."!M:6QL:6]N+"!O<B`D+C0S('!E<B!S:&%R92!C;VUP87)E9"!T;R`Q
M.3DX(&YE="!I;F-O;64@;V8@)#4W+C0@;6EL;&EO;BP@;W(@)#4N,#8@*51J
M#0HP("TQ+C\$R(%1\$#0HH<&5R('H87)E+B!4:4@#4R+C8@;6EL;&EO;B!E
M87)N:6YGR!D96-R96%\$92!R969L96-T960@;&]W97(@:6YC;VUE(&)E9F]R
M92!I;F-O;64@=&%X97,@;V8@)#8W+C\$@;6EL;&EO;BP@*51J#0I4*@T**`!A
M<G1I86QL>2!O9F9S970@8GD@82`D,30N-2!M:6QL:6]N(&1E8W)E87-E(&EN
M(&EN8V)M92!T87AE<RX@*51J#0HP("TR+C,@5\$0-"BA4:4@9&5C<F5A<V4@
M:6X@<`)E+71A>"!I;F-O;64@=V%\$('!R:6UA<FEL>2!D=64@=&\Z("E4:@T*
M5"H-"ELH7#(R-2DM,3,P*"`I+3\$Q-3`H3F5G871I=F4@<&5L;&5T('A;&5S
M(&UA<F=I;B!O9B`D,3,N,R!M:6QL:6]N(&EN(#\$Y.3D@8V)M<&%R960@=&\Z
M82!M7)G:6X@;V8@)#0V+C\$@;6EL;&EO;B!I;B`Q.3DX+"!A("E=5\$H-"C\$N
M.#@@+3\$N,3(@5\$0-"BAD96-R96%\$92!O9B`D-3DN-"!M:6QL:6]N('U;6UA
M<FEZ960@87,@9F]L;&]W<SHI5&H-"C\$N-C(@+3\$N,3(@5\$0-"C`N-#,@5&,-
M"ELH("DT,"@*2TQ.3@R,"@*30P*"`I,C`H("DM,3(R,"@*2TS-C`H("DM,S(P
M*2TQ,C(P*"`@("DM-C8P*"`I+3\$U,#`H("DM,3`P,"@*2TS,C`H("DM,S(P
M*"`I+3@V,"@*5U42@T*+T8R(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0Q
M,"XV,2`U,C8N-#5@5&T-"C`@5&,-"BA<*\$EN(\$UI;&QI;VYS7"DI5&H-"D54
M#0HP+C4@1PT*-30T+C(Y(#4R,BXU-R!M#0HS,CDN,#\$@-3(R+C4W(&P-"C,R
M.2XP,2`U,C(N-3<@;0T*,S(Y+C`Q(#4R,BXP.2!L#0I3#0HP(\$<-"C,R.2XP
M,2`U,C(N,#D@;0T*-30T+C(Y(#4R,BXP.2!L#0HU-#0N,CD@-3(R+C`Y(&T-
M"C4T-"XR.2`U,C(N-3<@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0T
M-2XX.2`U,3\$N,#4@5&T-"BA);F-R96%\$92!<*51E8W)E87-E7"DI5&H-"D54
M#0HP+C4@1PT*-30T+C(Y(#4P-RXR,2!M#0HT,C<N-C4@-3`W+C(Q(&P-"C0R
M-RXV-2`U,#<N,C\$@;0T*-\$<R+C(Y(#4P-BXW,R!L#0I3#0HP(\$<-"C0R-RXV
M-2`U,#8N-S,@;0T*-30T+C(Y(#4P-BXW,R!L#0HU-#0N,CD@-3`V+C<S(&T-
M"C4T-"XR.2`U,#<N,C\$@;`T*4PT*0E0-"B]@,B`Q(%1F#0HQ,"XP-SD@,"`P
M(#\$P+C`W.2`S-#`N-3,@-#DT+CDW(%1M#0HH,3DY.2E4:@T*+T8R(#\$@5&8-
M"CON.#@Q-"`M,"XP-#<V(%1\$#0I;*`\$Y.3@I+3,R,30N.2A!;6]U;G0I+3,R
M-#8N-RA097)C96YT*5U42@T*150-"C`N-2!'#0HS-SSN.3<@-#DP+C8U(&T-
M"C,R.2XP,2`T.3`N-C4@;`T*,S(Y+C`Q(#0Y,"XV-2!M#0HS,CDN,#\$@-#DP

M92!Y96%R+BE=5\$H-"E0J#0HH("E4:@T*5"H-"ELH7#(R-2DM,3,P*`I+3\$Q
M-3`H3&]W97 (@<F)Y86QT>2!A;F0@;6%N86=E;65N="!F9640<F5V96YU92!I
M;B`Q.3DY+!`I;F-L=61I;F<@86UO=6YT<R!P86ED(&)Y('!H92!#;VUP86YY
M(&%S(&\$@<&%R=&EC:7!A;G0@*5U42@T*,2XX."`M,2XQ,B!41`T**&EN('!H
M92!M:6YI;F<@=F5N='5R97,L(&]F("OT."XU(&UI;&QI;VXL(&\$@9&5C<F5A
M<V4@;V8@)#\$N,B!M:6QL:6]N(&9R;VT@,3DY."P@;6%I;FQY(&1U92!T;R!L
M;W=E<B!P<F]D=6-T:6]N+BE4:@T*+3\$N.#@+3\$N,3(@5\$0-"B@*51J#0I4
M*@T*6RA<,C(U*2TQ,S`H("DM,3\$U,"A087)T:6%L;'D@;V9F<V5T=&EN9R!W
M87,@;&]W97(@861M:6YI<W1R871I=F4@97AP96YS92!O9B`D,BXV(&UI;&QI
M;VXL(&EN8VQU9&EN9R!L;W=E<B!M86YA9V5M96YT(&EN8V5N=&EV92`I751*
M#0HQ+C@X("TQ+C\$R(%1\$#0HH8V]M<&5N<V%T:6]N+`!C;W-T(')E9`5C=&EO
M;B!I;FET:6%T:79E<R!A;F0@82`Q,"!P97)C96YT(')E9`5C=&EO;B!O9B!C
M;W)P;W)A=&4@<W1A9F8@:6X@=&AE(&9I<G-T('!U87)T97(@;V8@*51J#0I4
M*@T**#\$Y.3DN*51J#0HM,2XX."`M,2XQ,B!41`T**`I5&H-"E0J#0I;*\$PR
M,C4I+3\$S,"@*2TQ,34P*\$]T:&5R(&5X<&5N<V5S(&%L<V\@9&5C<F5A<V5D
M("0S<CD@;6EL;&EO;BP@:6YC;'5D:6YG(&QO=V5R(&)U<VEN97-S(&1E=F5L
M;W!M96YT(&5X<&5N<V5S(&%N9"!A;B!I;F-R96%\$S92!I;B`I751*#0HQ+C@X
M("TQ+C\$R(%1\$#0HH=&AE(&%L;&]W86YC92!F;W(@9&]U8G1F=6P@86-C;W5N
M=',@<F5C;W)D960@:6X@,3DY."XI5&H-"BTQ+C@X("TR+C,@5\$0-"BA);F-O
M;64@=&%X97,@=V5R92!A(&-R961I="!O9B`D+C\$@;6EL;&EO;B!I;B`Q.3DY
M(&-O;7!A<F5D('!O(&\$@8VAA<F=E(&]F("OQ-"XT(&UI;&QI;VX@:6X@,3DY
M."X@5&AE("OQ-"XU(&UI;&QI;VX@*51J#0HP("TQ+C\$R(%1\$#0HH9`5C<F5A
M<V4@=V%\$('!R:6UA<FEL>2!D=64@=&@=&AE(&1E8W)E87-E(&EN('!R92UT
M87@@:6YC;VUE+"!P87)T:6%L;'D@;V9F<V5T(&)Y(&\$@;F]N+7)E8W5R<FEN
M9R!P<FEO<B!Y96%R<UPR,C(@8W)E9&ET("E4:@T*5"H-"BAR96-O<F1E9"!I
M;B`Q.3DX+B!";W!H('!E87)S('!A>&5S('=E<F4@9F%W;W)A8FQY(&EM<&%C
M=&5D(&)Y('!H92!E9F9E8W0@;V8@<&5R8V5N=&%G92!D97!L971I;VXN("E4
M:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"B@Q.3DX('!9E<G-U<R`Q.3DW*51J
M#0HO1C4@,2!49@T*,"`M,BXS-"!41`T**\$YE="!I;F-O;64@9F]R('!H92!Y
M96%R('=A<R`D-3<N-"!M:6QL:6]N+"!O<B`D-2XP-B!P97(@<VAA<F4L(&%N
M(&EN8W)E87-E(&]F("OR+C4@;6EL;&EO;B!O<B`D+C(V('!E<B!S:&%R92P@
M*51J#0HP("TQ+C\$R(%1\$#0HH8V]M<&%R960@=&@,3DY-R!E87)N:6YG<R!O
M9B`D-30N.2!M:6QL:6]N+"!O<B`D-"XX,"!P97(@<VAA<F4N(%1H92!I;F-R
M96%\$S92!I;B!E87)N:6YG<R!R969L96-T960@82`D,RXS(&UI;&QI;VX@*51J
M#0I4*@T**&1E8W)E87-E(&EN(&EN8V]M92!T87AE<RP<&%R=&EA;&QY(&]F
M9G-E="!B>2`D+C@;6EL;&EO;B!L;W=E<B!I;F-O;64@8F5F;W)E(&EN8V]M
M92!T87AE<RX@*51J#0HP("TR+C,@5\$0-"BA0<F4M=&%X(&EN8V]M92!W87,@
M)#<Q+C@;6EL;&EO;B!I;B`Q.3DX(&-O;7!A<F5D('!O("OW,BXV(&UI;&QI
M;VX@:6X@,3DY-SI@=&AE("ON."!M:6QL:6]N(&1E8W)E87-E(&EN8VQU9&5D
M('!H92`I5&H-"C`@+3\$N,3(@5\$0-"BAF;VQL;W=I;F<@8V]M<&N96YT<SH@
M*51J#0HP("TR+C,@5\$0-"ELH7#(R-2DM,3,P*`I+3\$Q-3`H4&5L;&5T('!-A
M;&5S(&UA<F=I;B!O9B`D-#8N,2!M:6QL:6]N(&EN(#\$Y.3@;6YC<F5A<V5D
M("OY+C8@;6EL;&EO;B!F<F]M('!H92`Q.3DW(&UA<F=I;B!O9B`D,S8N-2!M
M:6QL:6]N+B!4:&4@*5U42@T*,2XX."`M,2XQ,B!41`T**!E87(@,3DY-R!S
M86QE<R!M87)G:6X@:6YC;'5D960@+C,@;6EL;&EO;B!T;VYS(&]F('!-A;&5S
M+"`D,3`N.2!M:6QL:6]N(&EN(')E=F5N=64@86YD(&\$@)#ON-B!M:6QL:6]N
M(&UA<F=I;B`I5&H-"E0J#0HH<F5L871E9"!T;R!C;&]S960@075S=')A;&EA
M;B!O<&5R871I;VYS+B!;&VQL;W=I;F<@:7,@82!S=6UM87)Y(&-O;7!A<FES
M;VX@;V8@3F]R=&@06UE<FEC86X@<V%L97,@;6%R9VEN("E4:@T*5"H-"BAF
M;W(@,3DY."!A;F0@,3DY-RP@=VAI8V@97AC;'5D97,@075S=')A;&EA;B!O
M<&5R871I;VYS.BE4:@T*,RXY-B`M,2XQ,B!41`T*,"XQ-R!48PT*6R@*2TU
M,#`H("DM,3@S.#`H("DM-3(P*`@*2TQ-#@P*`I,38P*`I-#`H("I+3\$T
M.#`H("DQ-C`H("DT,"@*2TQ-#`H("DM,3`V,"@*2TW,#`H("DM,C,X,"@
M*2TT,C`H("DM-#(P*`I751*#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@-#`T+C\$S(#0T,RXS-R!4;0T*,"!48PT*%PH26X@36EL;&EO;G-<*2E4
M:@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@
M#0HU,38N-#4@-#`Y+C4S(&T-"C,T,RXV-2`T,SDN-3,@;`T*,S0S+C8U(#0S
M.2XU,R!M#0HS-#`N-C4@-#`Y+C`U(&P-"E,-"C`@1PT*,S0S+C8U(#0S.2XP
M-2!M#0HU,38N-#4@-#`Y+C`U(&P-"C4Q<BXT-2`T,SDN,#4@;0T*-3\$V+C0U
M(#0S.2XU,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-#(U+C0Y(#0R
M."XP,2!4;0T*\$EN8W)E87-E(%PH1&5C<F5A<V5<*2E4:@T*150-"C`N-2!`
M#0HU,38N-#4@-#(T+C\$W(&T-"C0Q-"XV.2`T,C0N,3<@;`T*-\$T+C8Y(#0R
M-"XQ-R!M#0HT,30N-CD@-#(S+C8Y(&P-"E,-"C`@1PT*-\$T+C8Y(#0R,RXV
M.2!M#0HU,38N-#4@-#(S+C8Y(&P-"C4Q<BXT-2`T,C,N-CD@;0T*-3\$V+C0U
M(#0R-"XQ-R!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y
M(#,T."XY,R`T,3\$N.3,@5&T-"B@Q.3DX*51J#0HO1C(@,2!49@T*,RXU,C0Q
M("TP+C`T-S8@5\$0-"ELH,3DY-RDM,3(S."XU*\$M;W5N="DM,S4X,"XQ*%!E
M<F-E;GOI751*#0I%5`T*,"XU(\$<-C,W-"XS-R`T,#<N-C\$@;0T*,S0S+C8U
M(#0P-RXV,2!L#0HS-#`N-C4@-#`W+C8Q(&T-"C,T,RXV-2`T,#<N,3,@;`T*
M4PT*,"!`#0HS-#`N-C4@-#`W+C\$S(&T-"C,W-"XS-R`T,#<N,3,@;`T*,S<T
M+C,W(#0P-RXQ,R!M#0HS-S0N,S<@-#`W+C8Q(&P-"E,-"C`N-2!`#0HT,#DN
M.#D@-#`W+C8Q(&T-"C,W.2XQ-R`T,#<N-C\$@;`T*,S<Y+C\$W(#0P-RXV,2!M
M#0HS-SDN,3<@-#`W+C\$S(&P-"E,-"C`@1PT*,S<Y+C\$W(#0P-RXQ,R!M#0HT
M,#DN.#D@-#`W+C\$S(&P-"C0P.2XX.2`T,#<N,3,@;0T*-\$`Y+C@Y(#0P-RXV
M,2!L#0I3#0HP+C4@1PT*-\$4R+C,W(#0P-RXV,2!M#0HT,30N-CD@-#`W+C8Q
M(&P-"C0Q-"XV.2`T,#<N-C\$@;0T*-\$T+C8Y(#0P-RXQ,R!L#0I3#0HP(\$<-
M"C0Q-"XV.2`T,#<N,3,@;0T*-\$4R+C,W(#0P-RXQ,R!L#0HT-3(N,S<@-#`W
M+C\$S(&T-"COU,BXS-R`T,#<N-C\$@;`T*4PT*,"XU(\$<-C4Q<BXT-2`T,#<N
M-C\$@;0T*-\$@V+C(Q(#0P-RXV,2!L#0HT.#8N,C\$@-#`W+C8Q(&T-"C0X-BXR
M,2`T,#<N,3,@;`T*4PT*,"!`#0HT.#8N,C\$@-#`W+C\$S(&T-"C4Q<BXT-2`T
M,#<N,3,@;`T*-3\$V+C0U(#0P-RXQ,R!M#0HU,38N-#4@-#`W+C8Q(&P-"E,-
M`D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y-2XW,R`S.30N.#D@5&T-"BA386QE
M<R!<*\$10;G-<*2E4:@T*+T8S(#\$@5&8-"C(U+C4Y-S<@,"XP-#<V(%1\$#0HH
M,3(N,2E4:@T*+T8R(#\$@5&8-"C,N-3(T,2`M,"XP-#<V(%1\$#0I;*\$S+P+C0I
M+3\$Y-#`N.2@Q+C<I+34V-SDN,R@Q-B4I751*#0I%5`T*,"XU(&<-C,T."XV

M.2`S.3\$N,#4@,C(N-38@+3(N.#@<F4-"F8-"C,X-"XR,2`S.3\$N,#4@,C(N
M-38@+3(N.#@<F4-"F8-"C0R,2XT,2`S.3\$N,#4@,3<N-3(@+3(N.#@<F4-
M"F8-"COY-BXR.2`S.3\$N,#4@.2XX-"`M,BXX."!R90T*9@T*0E0-"C\$P+C`W
M.2`P(#`@,3`N,#<Y(#DU+C<S(#,W-2XY,R!4;OT*,"!G#0HH4F5V96YU92!F
M<F]M(!R;V1U8W0@<V\$L97,@86YD('E<G9I8V5S*51J#0HO1C,@,2!49@T*
M,C0N-3DW-B`P+C`T-S8@5\$0-"B@D-#0T+C\$15&H-"B] &,B`Q(%1F#0HS+C4R
M-#\$@+3`N,#0W-B!41`T*6R@D,S@P+C4I+3DT,"XY*"OV,RXV*2TU-C<Y+C0H
M,3<E*5U42@T*+3(X+C\$R,3<@+3\$N,S,S-2!41`T**S-O<W0@;V8@9V]O9`,`@
M<V]L9"!A;F0@;W!E<F\$T:6YG(&5X<&5N<V5S*51J#0HO1C,@,2!49@T*,C4N
M,#DW-B`P+C`T-S8@5\$0-"B@S.3@N,"E4:@T*+T8R(#\$@5&8-"C,N-3(T,2`M
M,"XP-#<V(%1\$#0I;*,T."XV*2TQ-#0Q*#0Y+C0I+34V-SDN-"@Q-"4I751*
M#0I%5`T*,"XU(\$<-"C,W,2XR-2`S-3@N-C4@;OT*,SOX+C8Y(#,U."XV-2!L
M#0HS-#@N-CD@,S4X+C8U(&T-"C,T."XV.2`S-3@N,3<@;`T*4PT*,"!`#0HS
M-#@N-CD@,S4X+C\$W(&T-"C,W,2XR-2`S-3@N,3<@;`T*,S<Q+C(U(#,U."XQ
M-R!M#0HS-S\$N,C4@,S4X+C8U(&P-"E,-"C`N-2!`#0HT,#8N-S<@,S4X+C8U
M(&T-"C,X-"XR,2`S-3@N-C4@;`T*,S@T+C(Q(#,U."XV-2!M#0HS.#0N,C\$@
M,S4X+C\$W(&P-"E,-"C@1PT*,S@T+C(Q(#,U."XQ-R!M#0HT,#8N-S<@,S4X
M+C\$W(&P-"COP-BXW-R`S-3@N,3<@;OT*-*`V+C+W(#,U."XV-2!L#0I3#0HP
M+C4@1PT*-*`X+CDS(#,U."XV-2!M#0HT,C\$N-#\$@,S4X+C8U(&P-"C0R,2XT
M,2`S-3@N-C4@;OT*-*`Q+C0Q(#,U."XQ-R!L#0I3#0HP(\$<-"C0R,2XT,2`S
M-3@N,3<@;OT*-*`X+CDS(#,U."XQ-R!L#0HT,S@N.3,@,S4X+C\$W(&T-"C0S
M."XY,R`S-3@N-C4@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$P-BXW
M-R`S-#4N.3,@5&T-"BA386QE<R!M87)G:6XI5&H-"B] &,R`Q(%1F#0HR,RXU
M,#(R(#`N,#0W-B!41`T*6R@D*2TU,#`N,2@T-BXQ*5U42@T*+T8R(#\$@5&8-
M"C,N-3(T,2`M,"XP-#<V(%1\$#0I;*,*`0I+34P,"XQ*#`Q+CDI+3DT,"XX*"OY
M-"XR*2TU-C<Y+COH-#4E*5U42@T*150-"C`N-2!G#0HS-#@N-CD@,SOR+C`Y
M(#(R+C4V("TR+C@X(')E#0IF#0HS.#0N,C\$@,SOR+C`Y(#(R+C4V("TR+C@X
M(')E#0IF#0HT,C\$N-#\$@,SOR+C`Y(#\$W+C4R("TR+C@X(')E#0IF#0HT.38N
M,CD@,SOR+C`Y(#DN.#0@+3(N.#@<F4-"F8-"D)4#0HO1C4@,2!49@T*,3(@
M,"`P(#\$R(#,P,"XR,2`S,3(N,S,@5&T-"C@9PT**V(V"E4:@T*150-"F5N
M9'-T<F5A;OT*96YD;V)J#0HQ,B`P(&]B:@T*/#P-"B]0<F]C4V5T(%LO4\$1&
M("]497AT(%T-"B] &;VY]T(#P\#0HO1C(@-"`P(#(-"B] &,R`U(#`@4@T*+T8T
M(#8@,"!2#0HO1C4@-R`P(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(@@
M,"!2#0H^/T*/CX-"F5N9&]B:@T*,30@,"!08FH-"CP\#0HO3&5N9W1H(#0V
M-C`-"CX^#0IS=')E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U
M(#DV,2XP-2!4;OT*,"!G#0HO1U,Q(&S#0HP(%1C#0HP(%1W#0HH("`@
M("`@("`@("`@51J#0HO1C0@,2!49@T*,"`M,BXS-B!41`T**\$UA;F%G
M96UE;G1<C(R<R!\$:7-C=7-S:6]N(&%N9"!;F%L>7-I<RE4:@T*,"`M,2XR
M,B!41`T**&]F(\$9I;F%N8VEA;"!#;VYD:71I;VX@86YD(%)E<W5L=',@;V8@
M3W!E<F\$T:6]N<RE4:@T*+T8R(#\$@5&8-"C`@+3(N,S0@5\$0-"ELH("DM,C,P
M*"`I+3\$Q-3`H3F]R=&@06UE<FEC86X@<V\$L97,@;6%R9VEN(&EN8W)E87-E
M9"!B>2`D,3ON,B!M:6QL:6]N('!R:6UA<FEL>2!R969L96-T:6YG(&\$@,2XX
M(&UI;&QI;VX@=&]N(&EN8W)E87-E(&EN('A;&5S("E=5\$H-"C\$N.#@+3\$N
M,3(@5\$0-"BAV;VQU;64N(%)E=F5N=64@9G)O;2!.;W)T:"!;65R:6-A;B!S
M86QE<R!A;F0@<V5R=FEC97,@:6YC<F5A<V5D("OV,RXV(&UI;&QI;VX@9`5E
M('!O('!H92!S86QE<R!V;VQU;64@*51J#0I4*@T**&EN8W)E87-E(&%N9"!H
M:6=H97(@<V\$L97,@<')I8V4@<F5A;&EZ871I;VXN*51J#0HM,2XX."`M,2XQ
M,B!41`T**" `I5&H-"B] &-2`Q(%1F#0I4*@T*6RA<,C(U*2TQ,S`H("DM,3\$U
M,"A2;WEA;'1Y(&%N9"!M86YA9V5M96YT(&9E92!R979E;G5E(&%N9"!I;F-0
M;64L(&EN8VQU9&EN9R!A;6]U;G1S('!A:60@8GD@=&AE(\$-O;7!A;GD@87,@
M82!P87)T:6-I<&%N="!I;B`I751*#0HQ+C@X("TQ+C\$R(%1\$#0HH=&AE(&UI
M;FEN9R!V96YT=7)E<RP@=V%S("0T.2XW(&UI;&QI;VX@:6X@,3DY."!V97)S
M=7,@)#0W+C4@;6EL;&EO;B!I;B`Q.3DW+!A;B!I;F-R96\$S92!O9B`D,BXR
M(&UI;&QI;VXL("E4:@T*5"H-"BAP<FEM87)I;'D@9`5E('!O(&EN8W)E87-E
M9"!P<F]D=6-T:6]N(&%T(%1I;&1E;B!-:6YE+BE4:@T*+3\$N.#@+3\$N,3(@
M5\$0-"B@*51J#0I4*@T*6RA<,C(U*2TQ,S`H("DM,3\$U,"A;W=E<B!I;G1E
M<F5S="!E>'!E;G-E+"`D,BXR(&UI;&QI;VXL(')E9FQE8W1I;F<@:6YT97)E
M<W0@8V\$P:71A;&EZ871I;VX@;VX@=&AE(\$A"22!P<F]J96-T+BE=5\$H-"E0J
M#0HH("E4:@T*5"H-"ELH7#(R-2DM,3,P*" `I+3\$Q-3`H3V9F<V5T=&EN9R!W
M87,@;&]W97(@;W1H97(@:6YC;VUE+"`D-BXR(&UI;&QI;VXL('!R:6UA<FEL
M>2!R969L96-T:6YG('!H92!N;VXM<F5C=7)R:6YG(\$Y.3<@<F5V97)S86P@
M;V8@*5U42@T*,2XX."`M,2XQ,B!41`T**&L;W-E9&]W;B!C;W-T<RP@) #4N
M,"!M:6QL:6]N+"!R96QA=&5D('!O('!H92!S:'5T9&]W;B!A;F0@<V\$L92!O
M9B!!=7-T<F\$L:6%N(&]P97)A=&EO;G,L('!H:6-H(&AA9"!B965N("E4:@T*
M5"H-"BAP<F]V:61E9"!I;B!P<FEO<B!Y96%R<RXI5&H-"BTQ+C@X("TQ+C\$R
M(%1\$#0HH("E4:@T*5"H-"ELH7#(R-2DM,3,P*" `I+3\$Q-3`H2&EG:&5R(&]T
M:65R(&5X<&5N<V5S+"`D-2XS(&UI;&QI;VXL(&EN8VQU9&EN9R!I;F-R96\$S
M960@8G5S:6YE<W,@9&5V96QO<@UE;G0@8V]S=' ,L("OS+C\$@;6EL;&EO;BP@
M86YD(&%N("E=5\$H-"C\$N.#@+3\$N,3(@5\$0-"BAI;F-R96\$S92!I;B!T:64@
M86QL;W=A;F-E(&90<B!D;W5B=&9U;"!A8V-O=6YT<RP@)#N,B!M:6QL:6]N
M+BE4:@T*+3\$N.#@+3\$N,3(@5\$0-"B@*51J#0I4*@T*6RA<,C(U*2TQ,S`H
M("DM,3\$U,"A(:6=H97(8661M:6YI<W1R871I=F4@97AP96YS92P@)#N-B!M
M:6QL:6]N+"!L;W=E<B!I;G9E<W1M96YT(&EN8V]M92P@)"XY(&UI;&QI;VXL
M(&%N9"!A;B!I;F-R96\$S92!I;B!T:64@*5U42@T*,2XX."`M,2XQ,B!41`T*
M*\$-L:69F<R!A;F0@07-S;V-I871E<R!,:6UI=&5D(&5Q=6ET>2!L;W-S+"`D
M+C@@;6EL;&EO;B!I5&H-"BTQ+C@X("TR+C,@5\$0-"BA4:64@;&]W97(8669F
M96-T:79E('!A>"!R871E(&EN(\$Y.3@L(')E;&%T:79E('!O(\$Y.3<L(')E
M9FQE8W1S('!H92!A8G-E;F-E(&]F('!H92!H:6=H97(8075S=')A;&EA;B!S
M=&%T=71O<GD@=&%X(')A=&4@*51J#0HP("TQ+C\$R(%1\$#0HH86YD('!H92!I
M;F-R96\$S960@8F5N969I="!O9B!D97!L971I;VX@86QL;W=A;F-E<RX@4&%R
M=&EA;&QY(&]F9G-E='1I;F<@<V5R92!T87@8W)E9&ET<R!O9B`D,RXU(&UI
M;&QI;VX@86YD("OU+C8@*51J#0I4*@T**&UI;&QI;VX@<F5C;W)D960@:6X@
M,3DY."!A;F0@,3DY-RP@<F5C<&5C=&EV96QY+"!R969L96-T:6YG(')E87-S
M97-S;65N="!O9B!I;F-O;64@=&%X(&]B;&EG871I;VYS(')E<W5L=&EN9R!F
M<F]M("E4:@T*5"H-"BAA=61I=',@;V8@<')I;W(@>65A<G-<,C(R('!A>"!R

M971U<FYS+B`I5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH0V%S:"!&;&]W
M(&%N9"! ,:7%U:61I='DI5&H-"B] &-2`Q(%1F#0HP("TR+C,T(%1\$#0HH070@
M1&5C96UB97(@,S\$L(\$\$Y.3DL('1H92!#;VUP86YY(&AA9"!C87-H(&%N9"!C
M87-H(&5Q=6EV86QE;G1S(&]F("0V-RXV(&UI;&QI;VXN(\$EN(&%D9&ET:6]N
M+!"!T:&4@9G5L;"!A;6]U;G0@;V8@*51J#0HP("TQ+C\$R(%1\$#0HH82`D,3`P
M(&UI;&QI;VX@=6YS96-U<F5D(')E=F]L=FEN9R!C<F5D:70@9F%C:6QI='D@
M=V%S(&%V86EL86)L92X@4')I;F-I<&%L('!A>6UE;G1S(&]N('1H92!#;VUP
M86YY7#(R,G,@)#<P(&UI;&QI;VX@*51J#0I4*@T**`-E;FEO<B!U;G-E8W5R
M960F;F]T97,@87)E("&YO="!R97@U:7)E9"!U;G1I;"`R,#`U+!"!W:&5N('1H
M92!F=6QL(&%M;W5N="!<R!D=64N("E4:@T*,"`M,BXS(%1\$#0HH1F]L;]&]W
M:6YG(&ES(&\$@<W5M;6%R>2!O9B`Q.3DY(&-A<V@9FQO=R!A8W1I=FET>3H@
M*51J#0HX+C\$X("TQ+C\$R(%1\$#0HP+C8Y(%1C#0I;*`@("DM,C(R,#`H("`I
M+30P,"@@*2TX,C`H("E=5\$H-"B] &,B`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W
M.2`T,S4N.#\$@=#0T+C`Y(%1M#0HP(%1C#0HH7"A);B!-:6QL:6]N<UPI*51J
M#0I@5`T*,"XU(\$<-`C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-
M"C0X."XS-R`T-#`N,C4@;0T*`-#;U+C,S(#0T,"XR-2!L#0HT,S4N,S,@-#0P
M+C(U(&T-"COS-2XS,R`T,SDN-S<@;`T*4PT*,"!`#0HT,S4N,S,@-#;Y+C<W
M(&T-"COX."XS-R`T,SDN-S<@;`T*`-#@X+C,W(#0S.2XW-R!M#0HT.#@N,S<@
M-#0P+C(U(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q,C,N.#\$@-#(X
M+C<S(%1M#0HH0V%S:"!F;]&]W(&9R;VT@;W!E<F%T:6]N<SHI5&H-"C\$N,3\$Y
M,B`M,2XR,30T(%1\$#0I;*`\$)E9F]R92!C:&%N9V5S(&EN(&]P97)A=&EN9R!A
M<W-E=',@86YD(&QI86)I;&ET:65S*2TQ,3,X."XV**OI+3,S,RXT*#,U+C8I
M751*#0I4*#T*6RA#:&%N9V5S(&EN(&]P97)A=&EN9R!A<W-E=',@86YD(&QI
M86)I;&ET:65S*2TQ-#8S-BXT*%PH,S\$N-BDM,3(N-BA<*2E=5\$H-"D54#0HP
M+C4@1PT*`-#<R+C(Y(#0P,"XT,2!M#0HT-3\$N-#\$@-#`P+COQ("COU,2XT
M,2`T,#`N-#\$@;0T*`-#4Q+COQ(#,Y.2XY,R!L#0I3#0HP(\$<-`COU,2XT,2`S
M.3DN.3,@;0T*`-#<R+C(Y(#,Y.2XY,R!L#0HT-S(N,CD@,SDY+CDS(&T-"COW
M,BXR.2`T,#`N-#\$@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$T-BXS
M-R`S.#@N.#D@5&T-"ELH3F5T(&-A<V@9G)O;2!O<&5R871I;VYS*2TR,3`Q
M."XQ*#0N,"E=5\$H-"BTR+C(S.#,@+3\$N,C\$T-"!41`T*6RA#87!I=&%L(&5X
M<&5N9&ET=7)E<RDM,C0R-30N."A<*#(P+C,I+3\$R+C8H7"DI751*#0I4*#T*
M6RA);G9E<W1M96YT(&%N9"!A9`9A;F-E<R!T;R!#;&EF9G,@86YD(\$%S<V]C
M:6\$T97,@3&EM:71E9"DM.3(U."XR*%PH,3(N-2DM,3(N-BA<*2E=5\$H-"E0J
M#0I;*`\$)E<5R8VAA<V5S(&]F(&-O;6UO;B!S:&%R97,I+3\$Y.#8X+C(H7"@Q
M-RXR*2TQ,BXV*%PT*5U42@T*5"H-"ELH1&EV:61E;F1S*2TR.#,Y,BXT*%PH
M,38N-RDM,3(N-BA<*2E=5\$H-"D54#0HP+C4@1PT*`-#<R+C(Y(#,S-BXP.2!M
M#0HT-3\$N-#\$@,S,V+C`Y(&P-"COU,2XT,2`S,S8N,#D@;0T*`-#4Q+COQ(#,S
M-2XV,2!L#0I3#0HP(\$<-`COU,2XT,2`S,S4N-C\$@;0T*`-#<R+C(Y(#,S-2XV
M,2!L#0HT-S(N,CD@,S,U+C8Q(&T-"COW,BXR.2`S,S8N,#D@;`T*4PT*0E0-
M"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$S-2XP.2`S,CON-3<@5&T-"ELH1&5C<F5A
M<V4@:6X@8V%S:"!A;F0@8V%S:"!E<75I=F%L96YT<RDM,34V-#`N,B@D7"@V
M,BXW*2TQ,BXV*%PT*5U42@T*150-"C`N-2!G#0HT-3\$N-#\$@,S(P+C<S(#
P M+C@X("TR+C@X(')E#0IF#0I"5`T*+T8U(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV
M-2`R.3`N.3<@5&T-"C`@9PT**%1H92`D,S\$N-B!M:6QL:6]N(&EN8W)E87-E
M(&EN(&]P97)A=&EN9R!A<W-E=',@86YD(&QI86)I;&ET:65S('!R:6UA<FEL
M>2!R969L96-T960@:&EG:&5R('1R861E(')E8V5I=F%B;&5S+"`I5&H-"C`@
M+3\$N,3(@5\$0-"B@D,C,N-B!M:6QL:6]N+"!D=64@=&@:6YC<F5A<V5D('A
M;65S(&EN('1H92!M;VYT:"!O9B!\$96-E;6)E<B`Q.3DY('9E<G-U<R`Q.3DX
M+!"!A;F0@;]&]W97(@<&%Y86)L97,@86YD(&%C8W)U960@*51J#0I4*#T**&5X
M<&5N<V5S+"`D,30N-2!M:6QL:6]N+B!)<F]N(&]R92!I;G9E;G10<GD@870@
M1&5C96UB97(@,S\$L(\$\$Y.3D@=V%S("0S-BXV(&UI;&QI;VXL(&\$@9&5C<F5A
M<V4@;V8@)#8N."!M:6QL:6]N("E4:@T*5"H-"BAF<F]M(\$1E8V5M8F5R(#,Q
M+!"`Q.3DX+B`I5&H-"C(R+C@X("TR+C,@5\$0-"B@R-R`I5&H-"D54#0IE;F1S
M=')E86T-"F5N9&]B:@T*,34@,"!O8FH-"CP`@HO4')O8U-E="!;+U!1B`O
M5&5X="!=#0HO1F]N="`\/`T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"B] &-`V
M(#`@4@T*+T8U(#<@,"!2#0H^/@T*+T5X=\$=3=&%T92`\/`T*+T=3,2`X(#`@
M4@T*/CX^"CX^#0IE;F108FH-"C\$W(#`@;V)J#0H\`T*+TQE;F=T:"`U-3,Q
M#0H^/@T*+W1R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y
M-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`@("`@`@
M("`@("`@("`@("E4:@T*+T8T(#\$@5&8-"C`@+3(N,S8@5\$0-"BA-86YA9V5M
M96YT7#(R,G,@1&ES8W5S<VEO;B!A;F0@06YA;'ES:7,I5&H-"C`@+3\$N,C(@
M5\$0-"BAO9B!&:6YA;F-186P@OV]N9&ET:6]N(&%N9"!297-U;`1S(&]P]P
M97)A=&EO;G,I5&H-"B] &,B`Q(%1F#0HP("TR+C,T(%1\$#0HH1F]L;]&]W:6YG
M(&ES(&\$@<W5M;6%R>2!O9B!K97D@;&EQ=6ED:71Y(&UE87-U<F5S.B`I5&H-
M"C4N.#0@+3\$N,3(@5\$0-"C`N-3<@5&,-"ELH("DU-#`H("DM,3DP,C`H("DU
M-C`H("`I+3\$P.#`H("`I+3\$R,C`H("`I+3\$P.#`H("`I+3\$R,C`H("`I+3\$P
M.#`H("E=5\$H-"C\$P+C`W.2`P(#`@,3`N,#<Y(#,V-RXT,2`X-C0N.#\$@5&T-
M"C`@5&,-"BA!="!\$96-E;6)E<B`S,2!<*\$EN(\$UI;&QI;VYS7"DI5&H-"D54
M#0HP+C4@1PT*,"!*(#`@:B`P+C('!<@,3`@32!;73`@9`T*,2!I('T*`-3\$V
M+COU(#@V,"XY-R!M#0HS-#`N,CD@.#8P+CDW(&P-"C,T,"XR.2`X-C`N.3<@
M;0T*,SOP+C(Y(#@V,"XT.2!L#0I3#0HP(\$<-`C,T,"XR.2`X-C`N-#D@;0T*
M-3\$V+COU(#@V,"XT.2!L#0HU,38N-#4@.#8P+COY(&T-"C4Q-BXT-2`X-C`N
M.3<@;`T*4PT*0E0-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-3\$N
M,S,@.#0X+C<S(%1M#0HH,3DY.2E4:@T*+T8R(#\$@5&8-"C8N-C0S-2`M,"XP
M-#<V(%1\$#0I;*`\$Y.3@I+30V-#;N-B@Q.3DW*5U42@T*150-"C`N-2!`#0HS
M.#(N-3,@.#0T+COQ(&T-"C,T,"XR.2`X-#0N-#\$@;`T*,SOP+C(Y(#@T-"XT
M,2!M#0HS-#`N,CD@.#0S+CDS(&P-"E,-"C`@1PT*,SOP+C(Y(#@T,RXY,R!M
M#0HS.#(N-3,@.#0S+CDS(&P-"C,X,BXU,R`X-#;N.3,@;0T*,S@R+C@S<@T
M-"XT,2!L#0I3#0HP+C4@1PT*`-#0Y+COY(#@T-"XT,2!M#0HT,#<N,C4@.#0T
M+C@Q(&P-"COP-RXR-2`X-#0N-#\$@;0T*`-#`W+C(U(#@T,RXY,R!L#0I3#0HP
M(\$<-`COP-RXR-2`X-#;N.3,@;0T*`-#0Y+COY(#@T,RXY,R!L#0HT-#DN-#D@
M.#0S+CDS(&T-"COT.2XT.2`X-#0N-#\$@;`T*4PT*,"XU(\$<-`C4Q-BXT-2`X
M-#0N-#\$@;0T*`-#<T+C(Q(#@T-"XT,2!L#0HT-S0N,C\$@.#0T+COQ(&T-"COW
M-"XR,2`X-#;N.3,@;`T*4PT*,"!`#0HT-S0N,C\$@.#0S+CDS(&T-"C4Q-BXT
M-2`X-#;N.3,@;`T*`-3\$V+COU(#@T,RXY,R!M#0HU,38N-#4@.#0T+COQ(&P-

M"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y-2XW,R`X,S\$N-CD@5&T-"BA#M87-H(&%N9"!C87-H(&5Q=6EV86QE;G1S*51J#0HO1C,@,2!49@T*,CON-SOPM-2`P+C`T-S8@5\$0-"ELH)"DM-3`P+C\$H-C<N-BE=5\$H-"B]&,B`Q(%1F#0HV M+C8T,S4@+3`N,#0W-B!41`T*6R@D,3,P+C,I+3,X.3,N-B@D,3\$U+CDI751* M#0HM,S\$N,SEs.2`M,2XS,S,U(%1\$#0HH3&JN9RUT97)M(&1E8G0I5&H-"B]& M,R`Q(%1F#0HR-2XW-#`U(#`N,#0W-B!41`T**<P+C`I5&H-"B]&,B`Q(%1F M#0HV+C8T,S4@+3`N,#0W-B!41`T*6R@W,"XP*2TT.#DS+C8H-S`N,"E=5\$H-M"D54#0HP+C4@1PT*,S<R+C8Y(#@Q-"XT,2!M#0HS-3`N,3,@.#\$T+C0Q(&P-M"C,U,"XQ,R`X,30N-#\$@;0T*,S4P+C\$S(#@Q,RXY,R!L#0I3#0HP(\$<- "C,U M,"XQ,R`X,3,N.3,@;0T*,S<R+C8Y(#@Q,RXY,R!L#0HS-S(N-CD@.#\$S+CDS M(&T-"C,W,BXV.2`X,30N-#\$@;`T*4PT*,"XU(\$<-"COS.2XV-2`X,30N-#\$@ M;0T*-\$#W+C`Y(#@Q-"XT,2!L#0HT,3<N,#D@.#\$T+C0Q(&T-"COQ-RXP.2`X M,3,N.3,@;`T*4PT*,"!`#0HT,3<N,#D@.#\$S+CDS(&T-"COS.2XV-2`X,3,N M.3,@;`T*-\$,Y+C8U(#@Q,RXY,R!M#0HT,SDN-C4@.#\$T+C0Q(&P-"E,-"C`N M-2!`#0HU,#8N-C\$@.#\$T+C0Q(&T-"COX-"XP-2`X,30N-#\$@;`T*-\$@T+C`U M(#@Q-"XT,2!M#0HT.#0N,#4@.#\$S+CDS(&P-"E,-"C`@1PT*-\$@T+C`U(#@Q M,RXY,R!M#0HU,#8N-C\$@.#\$S+CDS(&P-"C4P-BXV,2`X,3,N.3,@;0T*-\$`V M+C8Q(#@Q-"XT,2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@.3DN,#D@ M.#`Q+C8Y(%1M#0HH3F5T(&-A<V@7"AD96)T7"DI5&H-"B]&,R`Q(%1F#0HR M-"XT,#CQ(#`N,#0W-B!41`T*6R@D*2TV-C8N."A<*#(N-"DM,3(N-2A<*2E= M5\$H-"B]&,B`Q(%1F#0HV+C8T,S4@+3`N,#0W-B!41`T*6R@D*2TU,#`N,2@V M,"XS*2TS.#DS+C4H)"DM-3`P+C\$H-#4N.2E=5\$H-"D54#0HP+C4@9PT*,S4P M+C\$S(#<Y-RXX-2`R,BXU-B`M,BXX."!R90T*9@T*-\$#W+C`Y(#<Y-RXX-2`R M,BXU-B`M,BXX."!R90T*9@T*-\$@T+C`U(#<Y-RXX-2`R,BXU-B`M,BXX."!R M90T*9@T*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#DU+C<S(#<X,BXW,R!4;0T* M,"!G#0HH5V]R:VEN9R!C87!I=&%L*51J#0HO1C,@,2!49@T*,CON-SOP-2`P M+C`T-S8@5\$0-"B@D,30S+C0I5&H-"B]&,B`Q(%1F#0HV+C8T,S4@+3`N,#0W M-B!41`T*6R@D,3<V+C\$I+3,X.3,N-B@D,3<X+CDI751*#0I\$5`T*,"XU(&<- M"C,U,"XQ,R`W-S@N.#D@,C(N-38@+3(N.#@<F4-"F8-"COQ-RXP.2`W-S@N M.#D@,C(N-38@+3(N.#@<F4-"F8-"COX-"XP-2`W-S@N.#D@,C(N-38@+3(N M.#@<F4-"F8-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y-2XW,R`W-C,N-S<@ M5&T-"C`@9PT***)A=&EO(&]F(&-U<G)E;G0@87-S971S('!O(&-U<G)E;G0@ M;E&A8FEL:71I97,I5&H-"B]&,R`Q(%1F#0HR-2XT,#<R(#`N,#0W-B!41`T* M*#N,#HQ*51J#0HO1C(@,2!49@T*-BXV.3\$Q("TP+C`T-S8@5\$0-"ELH,RXQ M.C\$I+30V,34N-B@S+C\$Z,2E=5\$H-"B]&-"`Q(%1F#0HQ,B`P(#`@,3(@,C4N M-C4@-S,U+CDS(%1M#0HH27)O;B!/<F4I5&H-"B]&,B`Q(%1F#0HP("TR+C,T M(%1\$#0HH5&AE('-I>`!M:6YE<R!M86YA9V5D(&)Y('!H92!#;VUP86YY('!R M;V1U8V5D(#,V+C(@;6EL;&EO;B!T;VYS(&]F(&ER;VX@;W)E(&EN(#\$Y.3DL M(&-O;7!A<F5D('!O(')E8V]R9" `I5&H-"B]&-2`Q(%1F#0HP("TQ+C\$R(%1\$ M#0HH<')O9!5C=&EO;B!O9B`T,"XS(&UI;&QI;VX@=&]N<R!I;B`Q.3DX+B!4 M: &4@0V]M<&%N>5PR,C)S('H87)E(&]F('!R;V1U8W1I;VX@=V\$S(#@N."!M M:6QL:6]N('!O;G,@:6X@,3DY.2!V97)S=7,@82`I5&H-"E0J#0HH<F5C;W)D M(#\$Q+C0@;6EL;&EO;B!T;VYS(&EN(#\$Y.3@N(%1H92!D96-R96\$S92!W87,@ M;6\$I;FQY(&1U92!T;R!<P<F]D=6-T:6]N(&-U<G1A:6QM96YT<R!W:&EC:"!W M97)E('!5N9&5R=&%K96X@=&@*51J#0I4*@T**')E9'5C92!I;G9E;G1O<GD@ M; &5V96QS(&)E8V@U<V4@;V8@; &]W97(@<V\$L97,@=F]L=6UE+B!4: &4@0V]M M<&%N>2!A;F0@:71S('!T965L(&-O;7!A;GD@<&%R=&YE<G,@:&%V92!E; &5C M=&5D('!O("E4:@T*5"H-"BAS=&%R="`R,#`P(&]P97)A=&EN9R!T: &4@;6EN M97,@870@8V\$P86-I='D@; &5V96QS+B! (;W=E=F5R+"!<P<F]D=6-T:6]N(')A M=&5S(&%R92!S=6)J96-T('!O(&-H86YG92!D=7)I;F<@=&AE('!EE87(N("E4 M:@T*,"`M,BXS(%1\$#0HH5&AE(\$-O;7!A;GE<,C(R<R!I<F]N(&]R92!P96QL M970@<V\$L97,@=V5R92`X+CDE;6EL;&EO;B!T;VYS(&EN(#\$Y.3D@=F5R<W5S M(#\$R+C\$@;6EL;&EO;B!T;VYS(&EN(#\$Y.3@N(%1H92!D96-R96\$S92!I;B`I M5&H-"C`@+3\$N,3(@5\$0-"BAS86QE<R!W87,@9'5E('!O(&)L87-T(&9U<FYA M8V4@;W5T86=E<R!A="!T=V\@;V8@=&AE(\$-O;7!A;GE<,C(R<R!S=&5E;"!C M=7-T;VUE<G,L(')E<`!E<V5N=&EN9R!M;W)E('!H86X@='O(&UI;&QI;VX@ M*51J#0I4*@T**!O;G,@;V8@86YN=6\$L('!E;&QE="!S86QE<RP@86YD('!-I M9VYI9FEC86YT(&EM<+R=',@;V8@=6YF86ER;'D@=')A9&5D('!T965L+"!E M<W!E8VEA;&QY('!-E;6DM9FEN:7-H960N(\$5X<&5C=&5D(&AI9VAE<B`I5&H- M"E0J#0HH<&5L;&5T('!A;&5S('!9O;'!5M92!A;F0@86=G<F5S<VEV92!A8W1I M;VYS('!A:V5N(&EN(#\$Y.3D@=&@<F5D=6-E(&EN=F5N=&]R>2!A;F0@<')O M9'5C=&EO;B!C;W-T<R!S:&]U;&@08V]N=')I8G5T92`I5&H-"E0J#0HH=&@& M86X@:6UP<F]V960@>65A<B!I;B`R,#`P+B!)<F]N(&]R92!P96QL970@<V\$L M97,@:6X@,C`P,"!A<F4@<')O:F5C=&5D('!O(&5X8V5E9"!E;&5V96X@;6EL M;&EO;B!T;VYS+"!L87)G96QY(&1U92!T;R`I5&H-"E0J#0HH=&AE(')E='5R M;B!O9B!B;&%S="!F=7)N86-E(&]P97)A=&EO;G,@=&AA="!W97)E(&]U="!F M;W(@;6]S="!O9B`Q.3DY(&%N9"!I;7!R;W9I;F<@;6`R:V5T<RX@5&AE(\$-O M;7!A;GE<,C(R<R!S86QE<R`I5&H-"E0J#0HH=F]L=6UE(&ES(&QA<F=E;'D@ M8V]M;6ET=&5D('!5N9&5R(&UU;'!I+7EE87(@<V\$L97,@8V]N=')A8W1S+"!W M:&EC:"!A<F4@<W5B:F5C="!T;R!C:&%N9V5S(&EN(&-U<W1O;65R("E4@T* M5"H-"BAR97%U:7)E;65N=' ,N(\$1U<FEN9R`Q.3DY+"!T: &4@0V]M<&%N>2!N M96=O=&EA=&5D(')E<&QA8V5M96YT(&]R(&5X=&5N<VEO;B!O9B!S86QE<R!A M9W)E96UE;G1S('!I=&@06-M92`I5&H-"E0J#0HH365T86QS+"!2R!3=&5E M;"!A;F0@5T-) (%-T965L(&9O<B!P97)I;V1S(&]F('!5P('!O(&9I=F4@>65A M<G,@<F5P<F5S96YT:6YG(#,N-2!T;R`T+C`@;6EL;&EO;B!T;VYS(&EN('!O M=&%L('!E<B!Y96%R+B`I5&H-"E0J#0HH3F\@;6`J;W(@;75L=&DM>65A<B!C M;VYT<F"C=',@87)E(&1U92!T;R!E>!I<F4@8F5F;W)E(\$!E8V5M8F5R(#,Q M+"`R,#`R+B`I5&H-"C`@+3(N,R!41`T**\$EN=&5R;F%T:6]N86P@:7)O;B!O M<F4@<&5L;&5T('!R:6-E(&-H86YG97,@:6UP86-T(&-E<G1A:6X@;V8@=&AE M(\$-O;7!A;GE<,C(R<R!M=6QT:2UY96%R('!A;&5S(&-O;G1R86-T<RP@=VAI M8V@@=7-E("E4:@T*,"`M,2XQ,B!41`T**&EN=&5R;F%T:6]N86P@<')I8V5S M(&%S('!R:6-E(&%D:G5S=&UE;G0@9F%C=&]R<RX@079E<F%G92!P<FEC92!R M96%L:7IA=&EO;B!O;B!T: &4@0V]M<&%N>5PR,C)S(#(P,#`@<V\$L97,@:7,@ M<')O:F5C=&5D("E4:@T*5"H-"BAT;R!A<!R;WAI;6%T92`Q.3DY+"!R969L M96-T:6YG('!H92!M:7@@;V8@=F%R:6]U<R!M=6QT:2UY96%R(&-O;G1R86-T

M: &4@0VJM<&%N>2!E>'!E8W1S ('1O (&9U;F0@:71S ('-H87)E (&]F (&-A<&ET
M86P@97AP96YD:71U<F5S (&9R;VT@8W5R<F5N="!O<&5R871I;VYS+B`I5&H-
M"E0J#0HH3VX@4V5P=&5M8F5R (#(X+"`Q.3DX+"!!8VUE (\$UE=&%L<R!);F-O
M<G!O<F%T960@86YD (&ET<R!W: &]L; 'DM;W=N960@<W5B<VED:6%R>2!8VUE
M(%-T965L (\$-O;7!A;GD@*51J#0HP ("TQ+C\$R (%1\$#0HH7"AC;VQL96-T:79E
M;'D@7#(R,T%&C;65<;C(T"7"DL (&\$@<&%R=&YE<B!I;B!786)U<V@86YD (&%N
M (&ER;VX@;W)E (&-U<W1O;65R+"!P971I=&EO;F5D (&9O<B!P<F]T96-T:6]N
M('5N9&5R (\$-H87!T97 (@,3\$@;V8@*51J#0I4*@T**'1H92!5+E,N(\$)A;FMR
M=7!T8WD@0V]D92X@5&AE (\$-O;7!A;GD@: &%D (&\$@) # \$N,B!M:6QL:6]N('!R
M92UP971I=&EO;B!T<F%QD92!R96-E:79A8FQE (&9R;VT@06-M92P@=VAI8V@@
M: &%S ("E4:@T*5"H-"BAB965N (&9U; &QY ('!R;W9I9&5D (&EN ('1H92!A; &QO
M=V%N8V4@9F]R (&1O=6)T9G5L (&%C8V]U;G1S+B!3:6YC92!I=',@9FEL:6YG
M+"!!8VUE (&AA<R!M86EN=&%I;F5D (&]P97)A=&EO;G,@=VET:"`I5&H-"E0J
M#0HH9&5B=&]R+6EN+7!O<W-E<W-I;VX@9FEN86YC:6YG (&%N9"!H87,@8V]N
M=&EN=65D (&ET<R!R96QA=&EO;G-H:7`@=VET:"!786)U<V@86YD ('1H92!#
M;VUP86YY+B!386QE<R!T;R!8VUE (&EN ("E4:@T*5"H-"B@Q.3DY (')E<')E
M<V5N=&5D (&QE<W,@=&AA;B`X ('!E<F-E;G0@;V8@=&]T86P@<V%L97,@=F]L
M=6UE+B`I5&H-"C`@+3(N,R!41`T**%1H92!M86IO<B!B=7-I;F5S<R!R:7-K
M (&9A8V5D (&]Y ('1H92!#;VUP86YY (&EN (&ER;VX@;W)E (&ES (&QO=V5R (&-U
M<W1O;65R (&]R ('9E;G1U<F4@<&%R=&YE<B!C;VYS=6UP=&EO;B!O9B!I<F]N
M ("E4:@T*,``M,2XQ,B!41`T**&]R92!F<F]M ('1H92!#;VUP86YY7#(R,G,@
M;W=N960@86YD (&UA;F%G960@=F5N='5R97,@=VAI8V@@;6%Y (')E<W5L="!F
M<F]M (&-O;7!E=&ET:6]N (&9R;VT@;W1H97 (@:7)O;B!O<F4@*51J#0I4*@T*
M*-U<'!L:65R<SL@=7-E (&]F (&ER;VX@;W)E ('-U8G-T:71U=&5S+"!I;F-L
M=61I;F<@:6UP;V]T960@<V5M:2UF:6YI<VAE9"!S=&5E;#L@<W1E96P@:6YD
M=7-T<GD@8V]N<V]L:61A=&EO;BP@*51J#0I4*@T**')A=&EO;F%L:7IA=&EO
M;B!O<B!F:6YA;F-I86P@9F%I;'5R93L@;W (@9&5C<F5A<V5D (\$YO<G1H (\$%M
M97)I8V%N ('-T965L ('!R;V1U8W1I;VXL (')E<W5L=&EN9R!F<F]M (&EN8W)E
M87-E9"!I;7!O<G1S ("E4:@T*5"H-"BAO<B!L;W=E<B!S=&5E;"!C;VYS=6UP
M=&EO;BX@3]S<R!O9B!S86QE<R!A;F0O;W (<F]Y86QT>2!A;F0@;6%N86=E
M;65N="!F964@:6YC;VUE (&]N (&%N>2!S=6-H ('5N;6ET:6=A=&5D (&QO<W,@
M*51J#0I4*@T**&]F (&]U<VEN97-S ('!O=6QD (&AA=F4@82!G<F5A=&5R (&EM
M<&%C="!O;B!E87)N:6YG<R!T: &%N (')E=F5N=64L (&1U92!T;R!T: &4@: &EG
M:"!L979E;"!O9B!F:7AE9"!C;W-T<R!I;B!T: &4@:7)O;B`I5&H-"E0J#0HH
M;6EN:6YG (&]U<VEN97-S+B`I5&H-"C(R+C@X ("TR+C,@5\$0-"B@R.2`I5&H-
M"D54#0IE;F1S=')E86T-"F5N9&]B:@T*,C\$@,"!O8FH-"CP\#0HO4')O8U-E
M="!;+U!\$1B`O5&5X="!=#0HO1F]N="`\/`T**+T8R(#0@,"!2#0HO1C,@-2`P
M(%(-B]@&-``V(#`@4@T**+T8U (<@&,"!2#OH^/@T**+T5X=\$=3=&%T92`\/`T*
M+T=3,2`X(#`@4@T*/CX-"CX^#0IE;F1O8FH-"C(S(#`@;V)J#0H\`T**+TQE
M;F=T:"`T,34W#0H"/@T* <W1R96%M#0I"5`T**+T8R(#\$@5&8-"C\$R(#`@,"`Q
M,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT**+T=3,2!G<PT*,!48PT*,!4=PT*
M**`@ ("`@ ("`@ ("`@ ("`@ ("E4:@T**+T8T(#\$@5&8-"C`@+3(N,S8@5\$0-
M"BA-86YA9V5M96YT7#(R,G,@1&ES8W5S<VEO;B!A;F0@06YA;'ES:7,I5&H-
M"C`@+3\$N,C (@5\$0-"BAO9B!&:6YA;F-I86P@0V]N9&ET:6]N (&%N9"!297-U
M;'1S (&]F (\$]P97)A=&EO;G,I5&H-"C`@+3(N-"!41`T**\$9E<G)O=7,@365T
M86QL:6-S*51J#0HO1C@E,2!49@T*,``M,BXS-"!41`T**%1H92!#;VUP86YY
M7#(R,G,@<W1R871E9WD@:6YC;'5D97,@97AT96YD:6YG (&ET<R!B=7-I;F5S
M<R!S8V]P92!T;R!P<F]D=6-E (&%N9"!S=7!P;'D@9F5R<F]U<R!M971A; &QI
M8R!P<F]D=6-T<R!T;R!A;B`I5&H-"C`@+3\$N,3 (@5\$0-"BAE>'!A;F1E9"!C
M=7-T;VUE<B!B87-E+"!I;F-L=61I;F<@96QE8W1R:6,@87)C (&9U<FYA8V4@
M<W1E96QM86ME<G,N ("E4:@T*,``M,BXS (%1\$#0HH0VQI9F9S (&%N9"!<W-O
M8VEA=&5S (\$QI;6ET960L (&\$@:F]I;G0@=F5N='5R92!I;B!4<FEN:61A9"!A
M;F0@5&]B86=O+"!H87,@8V]M<&QE=&5D (&-O;G-T<G5C=&EO;B!O9B!A (&9A
M8VEL:71Y ('1O ("E4:@T*,``M,2XQ,B!41`T**!R;V1U8V4@<')E;6EU;2!Q
M=6%L:71Y (\$A"22!T;R!B92!M87)K971E9"!T;R!T: &4@<W1E96P@:6YD=7-T
M<GDN (%1H92!V96YT=7)E7#(R,G,@<&%R=&EC:7!A;G1S+"!T:')O=6=H ('-U
M8G-I9&EA<FEE<RP@*51J#0I4*@T**&EN8VQU9&4@=&AE (\$-O;7!A;GDL (#0V
M+C4@<65R8V5N=#L@5&AE (\$Q45B!#;W)P;W)A=&EO;BP@-#8N-2!P97)C96YT
M.R!A;F0@3`5R9VD@04<@;V8@1V5R;6%N>2P@-RXP ('!E<F-E;G0 [("E4:@T*
M5"H-"BAW:71H ('1H92!#;VUP86YY (&%C=&EN9R!A<R!M86YA9V5R (&%N9"!S
M86QE<R!A9V5N="X@4')O:F5C="!C87!I=&%L (&-O;G-T<G5C=&EO;B!E>'!E
M;F1I='5R97,@=V5R92`D,38U+C (@:6EL; &EO;B`I5&H-"E0J#0HH7"A#;VUP
M86YY ('-H87)E (%PR,C<@) #<V+C@@:6EL; &EO;EPI+B!.;R!P<F]J96-T (&9I
M;F%N8VEN9R!W87,@=7-E9"!F;W (@8V]N<W1R=6-T:6]N+B`I5&H-"C`@+3(N
M,R!41`T**%1H92! (ODD@9F%&C:6QI='D@: &%S ('!R;V1U8V5D ('-U9F9I8VEE
M;G0@<F5D=6-E9"!I<F]N ('1O (&1E;6]N<W1R871E ('1H870@=&AE (&-I<F-O
M<F5D7#(U-B!P<F]C97-S ('1E8VAN;VQO9WD@=VEL;"`I5&H-"C`@+3\$N,3 (@
M5\$0-"BA4<FEN:61A9"!F86-I; &ET>2!T;R!P<F]D=6-E (&\$@<W5S=&%I;F5D
M<&5C:69I8V%T:6]N<R!T: &%T ('=E<F4@97AP96-T960L (&EN8VQU9&EN9R!H
M:6=H (&UE=&%L:7IA=&EO;B!R871E<RX@4W5S=&%I;F5D ("E4:@T*5"H-"BAL
M979E;',@;V8@8G)I<75E='1E ('!R;V1U8W1I;VX@: &%V92!N;W0@>65T (&E
M96X@86-H:65V960@9`5E ('1O (&%N (&5X=&5N9&5D ('-T87)T+75P (&-U<G9E
M+"!W:&EC:"!H87,@9&5L87EE9"!T: &4@*51J#0I4*@T**&EN=")O9`5C=&EO
M;B!O9B!#25) #04Q,C,Q (&)R:7%U971T97,@:6YT;R!T: &4@;6%R:V5T+B!4
M: &4@0VJM<&%N>2!R96UA:6YS (&-O;F9I9&5N="!I;B!T: &4@979E;G1U86P@
M<W5C8V5S<R!O9B`I5&H-"E0J#0HH=&AE (&9A8VEL:71Y+B`I5&H-"C`@+3(N
M,R!41`T**%1H92!P<FEM87)Y (&]U<VEN97-S (')I<VL@9F%&C960@8GD@=&AE
M (\$-O;7!A;GD@:6X@9F5R<F]U<R!M971A; &QI8W,@:7,@=&AE (&%S ('EE="!F
M;F1E;6]N<W1R871E9"!C87!A8FEL:71Y (&]F ('1H92`I5&H-"C`@+3\$N,3 (@
M5\$0-"BA4<FEN:61A9"!F86-I; &ET>2!T;R!P<F]D=6-E (&\$@<W5S=&%I;F5D
M ('!U86YT:71Y (&]F (&UA<FME="UQ=6%L:71Y (\$A"22!T;R!A8VAI979E ('!R
M;V9I= &%B; &4@;W!E<F%T:6]N<RX@*51J#0HP ("TR+C,@5\$0-"BA4: &4@0V]N
M<&%N>2!C;VYT:6YU97,@=&\@979A;'5A=&4@86X@:6YV97-T;65N="!I;B!A
M ('!L86YT (&%T ('1H92!#;VUP86YY7#(R,G,@=VAO; &QY+6]W;F5D (\$YO<G1H
M<VAO<F4@;6EN92!I;B`I5&H-"C`@+3\$N,3 (@5\$0-"BA-:6YN97-O=&\$@=&\@

M<')O9'5C92!P<F5M:75M(&=R861E('!I9R!I<F]N+B!7:&EL92!P<F]G<F5S
M<R!H87, @8F5E;B!M861E(&EN(&\$@;G5M8F5R(&]F(&%R96%S+"!U;F-E<G1A
M:6YT>2!O=F5R("E4:@T*5"H-"BAM87)K970@8V]N9&ET:6]N<R!A;F0@=&EM
M:6YG(&]F('T871E(&5N=FER;VYM96YT86P<&5R;6ET=&EN9R!H87, &C<]S
M="!O;F5D(&\$@9&5C:7-I;VX@;VX@=&AE('!R;VIE8WON("E4:@T*+T8S(#\$@
M5&8-"C`@+3(N,S8@5\$0-"BA3=")A=&5G:6,@26YV97-T;65N=' ,I5&H-"B] &
M-2`Q(%1F#0HP("TR+C,T(%1\$#0HH5&AE(\$-O;7!A;GD@:7,@<'5R<W5I;F<@
M861D:71I;VYA;"!D;VUE<W1I8R!A;F0@:6YT97)N871I;VYA;"!I;G9E<W1M
M96YT(&]P<&]R='5N:71I97,@=&\@8G)O861E;B!I=' ,@<V-O<&4@87,@82`I
M5&H-"C`@+3\$N,3(@5\$0-"BAS=7!P; &EE<B!O9B!I<F]N('5N:71S('!O`1`H
M92!S=&5E;"!I;F1U<W1R>2P@:6YC;'5D:6YG(&EN=F5S=&UE;G1S(&EN(&ER
M;VX@;W)E('!E;&QE="!O<B!F97)R;W5S(&UE=&%L;&EC<R!F86-I;&ET:65S
M+B!) ;B`I5&H-"E0J#0HH=&AE(&YO<FUA;"!C;W5R<V4@;V8@8G5S:6YE<W,L
M('1H92!#;VUP86YY(&5X86UI;F5S(&]P<&]R='5N:71I97,@=&\@:6YC<F5A
M<V4@<')O9FET86)I;&ET>2!A;F0@<W1R96YG=&AE;B!I=' ,@*51J#0I4*@T*
M*!O<VET:6]N(&)Y(&5V86QU871I;F<@=F%R:6]U<R!I;G9E<W1M96YT(&]P
M<&]R='5N:71I97,@8V]N<VES=&5N="!W:71H(&ET<R!S=')A=&5G>2X@26X@
M=&AE(&5V96YT(&]F(&%N>2!F=71U<F4@*51J#0I4*@T**&%C<75I<VET:6]N
M<R!O<B!J;VEN="!V96YT=7)E(&]P<&]R='5N:71I97,L('1H92!#;VUP86YY
M(&UA>2!C;VYS:61E<B!U<VEN9R!A=F%I;&%B;&4@;&EQ=6ED:71Y+"!I;F-U
M<G)I;F<@861D:71I;VYA;"!I5&H-"E0J#0HH:6YD96)T961N97-S+"!P<F]J
M96-T(&9I;F%N8VEN9RP@;W(@;W1H97(@<V]U<F-E<R!O9B!F=6YD:6YG('!O
M(&UA:V4@:6YV97-T;65N=' ,N("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-
M"BA#87!I=&%L:7IA=&EO;BE4:@T*+T8U(#\$@5&8-"C`@+3(N,S0@5\$0-"BA,
M;VYG+71E<FT@9&5B="!O9B!T: &4@OV]M<&%N>2!C;VYS:7-T<R!O9B`D-S`@
M;6EL;&EO;B!O9B!S96YI;W(@=&6YS96-U<F5D(&YO=&5S+"!W:71H(&\$@9FEX
M960@:6YT97)E<W0@<F%T92!O9B`I5&H-"C`@+3\$N,3(@5\$0-"B@W+C`@<&5R
M8V5N="P@86YD('=H:6-H(&%R92!S8VAE9!5L960@=&\@8F4@<F5P86ED(&]N
M(\$!E8V5M8F5R(#\$U+"`R,#`U+B!);B!A9&1I=&EO;B!T;R!T: &4@<V5N:6]R
M('5N<V5C=7)E9"!N;W1E<RP@*51J#0I4*@T**`1H92!#;VUP86YY+"!I;F-L
M=61I;F<@:71S('H87)E(&]F(&UI;FEN9R!V96YT=7)E<RP@:&%D(&-A<&ET
M86P@;&5A<V4@;V)L:6=A=&EO;G,@870@1&5C96UB97(@,S\$L(#\$Y.3D@;V8@
M*51J#0I4*@T**"O+T+C@@;6EL;&EO;BP@=VAI8V@87)E(&QA<F=E;'D@;F]N
M+7)E8V]U<G-E('!O('1H92!#;VUP86YY+B!4:&4@OV]M<&%N>2!A;`-O(&AA
M<R!A("OQ,#`@;6EL;&EO;B!R9790;'9I;F<@*51J#0I4*@T**&-R961I="!A
M9W)E96UE;GON(\$YO(&)O<G)O=VEN9W,@87)E(&]U="T86YD:6YG('5N9&5R
M('1H:7,@86=R965M96YT+"!W:&EC:"!E>!I<F5S(&]N(\$UA>2`S,2P@,C`P
M,RX@*51J#0HP("TR+C,@5\$0-"BA);B`Q.3DY(&%N9"`.Q.3DX+"!T: &4@OV]M
M<&%N>2!P=7)C:&%S960@+C8@;6EL;&EO;B!A;F0@+C(@;6EL;&EO;B!S:&%R
M97,@;V8@:71S(\$-O;6UO;B!3:&%R97,@870@82!C;W-T(&]F("E4:@T*,"`M
M,2XQ,B!41`T**"OQ-RXR(&UI;&QI;VX@86YD("OQ,2XU(&UI;&QI;VXL(')E
M<W!E8W1I=F5L>2X@85&AR;W5G:"!\$96-E;6)E<B`S,2P@,3DY.2P@=&AE(\$-O
M;7!A;GD@:&%S('!U<F-H87-E9"``Q+C@<;6EL;&EO;B`I5&H-"E0J#0HH<VAA
M<F5S('5N9&5R(&ET<R!A=71H;W)I>F%T:6]N('!O(')E<'5R8VAA<V4@=7`@
M=&\@,BXP(&UI;&QI;VX@OV]M;6]N(%-H87)E<RX@5&AE('H87)E<R!W:6QL
M(&EN:71I86QL>2!B92!R971A:6YE9" `I5&H-"E0J#0HH87,@5')E87-U<GD@
M4W1O8VLN("E4:@T*,C(N.#@+3(N,R!41`T**#,P("E4:@T*150-"F5N9`-T
M<F5A;OT*96YD;V]J#0HR-"`P(&]B:@T*#P-"B]0<F]C4V5T(%L04\$1&("]4
M97AT(%T-"B] &VYT(#P\#0HO1C(@-"`P(%(-"B] &R`U(#`@4@T*+T8T(#8@
M,"!2#0HO1C4@-R`P(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(@@,"!2
M#OH^/@T*/CX-"F5N9&]B:@T*,C8@,"!O8FH-"CP\#0HO3&5N9W1H(#,X,3@-
M"CX^#0IS=")E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DV
M,2XP-2!4;OT*,"!G#0HO1U,Q(&S#0HP(%1C#0HP(%1W#0HH"``@("``@
M("``@("``@("``@*51J#0HO1C0@,2!49@T*,"`M,BXS-B!41`T**\$UA;F%G96UE
M;G1<,C(R<R!\$:7-C=7-S:6]N(&%N9"!!;F%L>7-I<RE4:@T*,"`M,2XR,B!4
M1`T**&]F(\$9I;F%N8VEA;"!#;VYD:71I;VX@86YD(%E<W5L=' ,@;V8@3W!E
M<F%T:6]N<RE4:@T*,"`M,BXT(%1\$#0HH06-T=6%R:6%L(\$S<W5M<'1I;VYS
M*51J#0HO1C(@,2!49@T*,"`M,BXS-"!41`T**\$S(&\$@<F5S=6QT(&]F(&%N
M(&EN8W)E87-E(&EN(&QO;F<M=&5R;2!I;G1E<F5S="!R871E<RP@=&AE(\$-O
M;7!A;GD@<F4M979A;'5A=&5D('1H92!R871E<R!U<V5D('!O(&-A;&-U;&%T
M92!I=' ,@*51J#0HO1C4@,2!49@T*,"`M,2XQ,B!41`T**!E;G-I;VX@86YD
M(&]T: &5R('!O<W1R9711<F5M96YT(&)E;F5F:70@7"A<,C(S3U!%0EPR,C1<
M*2!O8FQI9V%T:6]N<RX@5&AE(&1I<V-O=6YT(')A=&4@=7-E9"!T;R!C86QC
M=6QA=&4@=&AE(\$-O;7!A;GE<,C(R<R`I5&H-"E0J#0HH<&5N<VEO;B!A;F0@
M3U!%0B!O8FQI9V%T:6]N<R!W87,@:6YC<F5A<V5D('!O(#@N,"!P97)C96YT
M(&%T(\$!E8V5M8F5R(#,Q+"`Q.3DY(&9R;VT@-BXW-2!P97)C96YT(&%T("E4
M:@T*5"H-"BA\$96-E;6)E<B`S,2P@,3DY."X@5&AE(&-H86YG92!I;B!T: &4@
M9&ES8V]U;G0@<F%T92!A<W-U;7!T:6]N(&ES('!R;VIE8W1E9"!T;R!D96-R
M96%S92!P96YS:6]N(&%N9"!/4\$5"(&5X<&5N<V4@*51J#0I4*@T**&9O<B`R
M,#`P(&)Y(&%P<')O>&EM871E;'D@) #N-2!M:6QL:6]N+B`I5&H-"C`@+3(N
M,R!41`T**%1H92!#;VUP86YY(&UA:V5S(&-O;G1R:6)U=&EO;G,@=&\@=&AE
M('!E;G-I;VX@<&QA;G,@=VET;&EN(&EN8V]M92!T87@9&5D=6-T:6)I;&ET
M>2!R97-T<FEC=&EO;G,@:6X@86-C;W)D86YC92`I5&H-"C`@+3\$N,3(@5\$0-
M"BAW:71H('T871U=&]R>2!R97%U:7)E;65N=' ,N(\$EN(#\$Y.3DL('1H92!#
M;VUP86YY(&-O;G1R:6)U=&5D("OQ+C\$@;6EL;&EO;BP@:6YC;'5D:6YG(&ET
M<R!S:&%R92!O9B!V96YT=7)E<R!F=6YD:6YG+"`I5&H-"E0J#0HH82!D96-R
M96%S92!O9B`D,2XW(&UI;&QI;VX@9G)O;2`Q.3DX+B`I5&H-"B] &R`Q(%1F
M#0HP("TR+C,V(%1\$#0HH16YV:7)O;FUE;G1A;"!#;W-T<RE4:@T*+T8U(#\$@
M5&8-"C`@+3(N,S0@5\$0-"BA4:&4@OV]M<&%N>2!H87,@82!F;W)M86P@8V]D
M92!O9B!E;G9I<F]N;65N=&%L(&-O;F1U8W0@=VAI8V@<')O;6]T97,@96YV
M:7)O;FUE;G1A;"!P<F]T96-T:6]N(&%N9" `I5&H-"C`@+3\$N,3(@5\$0-"BAR
M97-T;W)A=&EO;BX@5&AE(\$-O;7!A;GE<,C(R<R!O8FQI9V%T:6]N<R!F;W(@
M:VYO=VX@96YV:7)O;FUE;G1A;"!C;VYD:71I;VYS(&%T(&%C=&EV92!A;F0@
M8VQO<V5D(&UI;FEN9R!O<&5R871I;VYS+"`I5&H-"E0J#0HH86YD(&]T: &5R
M('I=&5S(&AA=F4@8F5E;B!R96-O9VYI>F5D(&)A<V5D(&]N(&5S=&EM871E

M<R!09B!T:&4@8V]S="!09B!I;G9E<W1I9V%T:6]N(&%N9"!R96UE9&EA=&EO
M;B!A="!E86-H('I=&4N(\$EF("E4:@T*5"H-"BAT:&4@8V]S="!C86X@;VYL
M>2!B92!E<W1I;6%T960@87,@82!R86YG92!09B!P;W-S:6)L92!A;6]U;G1S
M('I=&@;F)@<W1E8VEF:6,@86UO=6YT(&)E:6YG(&UO<W0@;&EK96QY+"!T
M:&4@*51J#0I4*@T**&UI;FEM=6T@;V8@=&AE(')A;F=&E(&%C8W)U960@
M:6X@86-C;W)D86YC92!W:71H(&=E;F5R86QL>2!A8V-E<'!E9"!A8V-O=6YT
M:6YG('!R:6YC:7!L97,N(\$5S=&EM871E<R!M87D@*51J#0I4*@T**&-H86YG
M92!A<R!A9&1I=&EO;F%L(&EN9F]R;6%T:6]N(&)E8V]M97,@879A:6QA8FQE
M+B!!8W1U86P@8V]S=",@:6YC=7)R960@;6%Y('9A<GD@9G)O;2!T:&4@97-T
M:6UA=&5S(&1U92!T;R!T:&4@*51J#0I4*@T**&EN:&5R96YT('5N8V5R=&%I
M;G1I97,@:6YV;VQV960N(%!O=&5N=&EA;"!I;G-U<F%N8V4@<F5C;W9E<FEE
M<R!H879E(&YO="!B965N(')E9FQE8W1E9"!I;B!T:&4@9&5T97)M:6YA=&EO
M;B!09B!T:&4@*51J#0I4*@T**&9I;F%N8VEA;"!R97-E<G9E<RX@*51J#0HP
M("TR+C,@5\$0-"BA!="!"\$96-E;6)E<B`S,2P@,3DY.2P@=&AE(\$-0;7!A;GD@
M:&%D(&\$@<F5S97)V92!F;W(@96YV:7)O;FUE;G1A;"!O8FQI9V%T:6]N<RP@
M:6YC;7!5D:6YG(&ET<R!S:&%R92!09B!T:&4@*51J#0HP("TQ+C\$R(%1\$#0HH
M96YV:7)O;FUE;G1A;"!O8FQI9V%T:6]N<R!09B!V96YT=7)E<RP@;V8@)M(#
P M+C8@;6EL;&EO;B!<*OR,2XU(&UI;&QI;VX@870@1&5C96UB97(@,S\$#0\$Y
M.3A<*2P@;V8@=VAI8V@*51J#0I4*@T**"0S+C,@;6EL;&EO;B!I<R!C=7)R
M96YT+B!087EM96YT<R!I;B`Q.3DY('E<F4@)#\$N,"!M:6QL:6]N(%PH,3DY
M."!<,C(W("ON.2!M:6QL:6]N7"DN("E4:@T*+T8S(#\$@5&8-"C"@+3(N,S8@
M5\$0-"BA996%R(#P,#`\$5&5C:&YO;&]G>2E4:@T*+T8U(#\$@5&8-"C"@+3(N
M,S0@5\$0-"BA4:&4@>65A<B`R,#`P(%PH7#(R,UDR2UPR,C1<*2!C;VUP;&EA
M;F-E('!R;V=R86TL(\$@;6%J;W(@8G5S:6YE<W,@<)I;W)I='D@;V8@=&AE
M(\$-0;7!A;GDL('A<R!S=6-C97-S9G5L;'D@*51J#0HP("TQ+C\$R(%1\$#0HH
M8V]M<Q@E=&5D(&EN(#\$Y.3DN(\$@<W5B<W1A;G1I86P@<@]R=&EO;B!09B!Y
M96%R(#P,#`@8V]M<QI86YC92!W87,@=&AE(&EM<Q@E;65N=&%T:6]N(&]F
M('1H92!#;VUP86Y7#(R,G,@*51J#0I4*@T**\$EN9F]R;6%T:6]N(%1E8VAN
M;VQO9WD@4&QA;B!<*PR,C-)5"!0;&%N7#(R-%PI+B!4:&4@250@4&QA;BP@
M:6YI=&EA=&5D(&EN(#\$Y.38L(&EN=F]L=F5D('1H92!I;7!L96UE;G1A=&EO
M;B!09B!A("E4:@T*5"H-"BAP=7)C:&%S960L(&UI;FEN9RUB87-E9"PO>65A
M<B`R,#`P(\$-0;7!L:6%N="P@<V]F="A<F4@<W5I=&4@=&AA="!R97!L86-E
M9"!L96=A8WD@<)O9W)A;7,@9F]R(&]P97)A=&EO;G,@86YD("E4:@T*5"H-
M"BAA9&UI;FES=')A=&EV92!M86EN9G)A;64@<WES=&5M<R!S97)V:6-I;F<<
M;6]S="!D;VUE<W1I8R!L;V-A=&EO;G,N(\$EN(&%D9&ET:6]N('1O(&%V;VED
M:6YG('E8E7(@,C`P,"!P<F]B;&5M<RP@*51J#0I4*@T**'1H92!)5"!0;&%N
M(')E<W5L=&5D(&EN(&EM<'O)=F5D('Y<W1E;2!A;F0@;W!E<F%T:6YG(&5F
M9F5C=&EV96YE<W,N("E4:@T*,``M,BXS(%1\$#0HH5&AE(\$-0;7!A;GD@9&ED
M(&YO="!E>'!E<FEE;F-E(&%N>2!S:6=N:69I8V%N="!M86QF=6YC=&EO;G,@
M;W(@97)R;W)S(&EN(&ET<R!O<&5R871I;F<@;W(@8G5S:6YE<W,@<WES=&5M
M<R!W:&5N("E4:@T*,``M,2XQ,B!41`T**'1H92!D871E(&-H86YG960@9G)O
M;2`Q.3DY('1O(#P,#`N(\$)A<V5D(&]N(&]P97)A=&EO;G,@<VEN8V4@2F%N
M=6%R>2`Q+``R,#`P+``!T:&4@0V]M<%N>2!D;V5S(&YO="!E>'!E8W0@86YY
M("E4:@T*5"H-"BAS:6=N:69I8V%N="!I;7!A8W0@=&@:7!S(&]N9V]I;F<@
M8G5S:6YE<W,@7,@82!R97-U;'0@;V8@=&AE(%DR2R!I<W-U92X@2@]W979E
M<BP@:70@:7,@<@]S<VEB;&4@=&AA="!T:&4@96YT:7)E(&EM<%C="``I5&H-
M"E0J#0HH;V8@=&AE(&1A=&4@8VAA;F=E(&AA<R!N;W0@>65T(&)E96X@9G5L
M;'D@<F5C;V=N:7!E9"X@5&AE(\$-0;7!A;GD@8W5R<F5N=&QY(&ES(&YO="!A
M=V%R92!09B!A;GD@<VEG;FEF:6-A;G0@63)+(&]R("E4:@T*5"H-"BAS:6UI
M;&%R('!R;V)L96US('1H870@:&%V92!A<FES96X@9F]R(&ET<R!C=7-T;VUE
M<G,@86YD('U<'!L:65R<RX@*51J#0HR,BXX."`M,BXS(%1\$#0HH,S\$@*51J
M#0I%5`T*96YD<W1R96%M#0IE;F108FH-"C(W(#`@;V)J#0H\`T*+U!R;V-3
M970@6R]01\$8@+U1E>'0@70T*+T9O;G0@/#P-"B]&B`T(#`@4@T*+T8S(#4@
M,"!2#0HO1C0@-B`P(%(-"B]&-2`W(#`@4@T*/CX-"B]%)>'1`4W1A=&4@/#P-
M"B]`4S\$@."`P(%(-"CX`#0H^/@T*96YD;V)J#0HR.2`P(&]B:@T*/#P-"B]
M96YG=&@@-38X.`T*/CX-"G-T<F5A;0T*0E0-"B]&B`Q(%1F#0HQ,B`P(#`@
M,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&<-"B]`4S\$@9W,-"C`@5&,-"C`@5`<-
M"B@@("`@("`@("`@("`@("I5&H-"B]&-`Q(%1F#0HP("TR+C,V(%1\$
M#0HH36%N86=E;65N=%PR,C)S(\$1I<V-U<W-I;VX@86YD(\$%N86QY<VES*51J
M#0HP("TQ+C(R(%1\$#0HH;V8@1FEN86YC:6%L(\$-0;F1I=&EO;B!A;F0@4F5S
M=6QT<R!09B!/<&5R871I;VYS*51J#0HO1C(@,2!49@T*,``M,BXS-"!41`T*
M*\$-0;7!L:6%N8V4@:7-S=65S(&9O<B!L96=A8WD@<'O9W)A;7,@86YD(&QO
M8V%T:6]N<R!N;W0@8V]V97)E9"!B>2!T:&4@250@4&QA;B!A<R!W96QL(&%S
M('1H92!I;7!A8W0@;V8@=&AE(&1A=&4@*51J#0HO1C4@,2!49@T*,``M,2XQ
M,B!41`T**&-H86YG92!O;B!T:&4@0V]M<%N>5PR,C)S(&UA:6YF<F%M92!C
M;VUP=71E<B!S>7-T96TL('1E8VAN:6-A;"!I;F9R87-T<G5C=&5R92P@96YD
M+75S97(@8V]M<'5T:6YG+"!P<F]C97-S("E4:@T*5"H-"BAC;VYT<F]L('Y
M<W1E;7,L(&5N=FER;VYM96YT86P@86YD('A9F5T>2!M;VYI=&]R:6YG+"!A
M;F0@<V5C=7)I='D@86YD(&%C8V5S<R!S>7-T96US('E<F4@<V%T:7-F86-T
M;W)I;'D@*51J#0I4*@T**&%D9')E<W-E9"X@*51J#0HP("TR+C,@5\$0-"BA&
M;VQL;W=I;F<@:7,@82!S=GUM87)Y(&]F('1H92!9,DL@8V]M<QI86YC92!C
M;W-T(&EN8W5R<F5D('1H<F]U9V@1&5C96UB97(@,S\$#0\$Y.3DZ("E4:@T*
M,3`N-3(@+3\$N,3@5\$0-"C`N-S4@5&,-"ELH("`@*2TV-S`P*``@*2TR-3@P
M*``I+30X,"@*2TR-C`P*``I+3(P*``I+3@P,"@*2TT.#`H("E=5\$H-"B]&
M,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-#N,3<@-SDV+C\$W(%1M#0HP
M(%1C#0HH7"A);B!-:6QL:6]N<UPI*51J#0I%5`T*,`XU(\$-<"C`@2B`P(&H@
M,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-COV,"XR.2`W.3\$N.#4@;0T*,C@P
M+C(Y(#<Y,2XX-2!L#0HR.#`N,CD@-SDQ+C@U(&T-C(X,"XR.2`W.3\$N,S<@
M;T*4PT*,``!`#0HR.#`N,CD@-SDQ+C,W(&T-"COV,"XR.2`W.3\$N,S<@;`T*
M-#8P+C(Y(#<Y,2XS-R!M#0HT-C`N,CD@-SDQ+C@U(&P-"E,-"D)4#0HQ,"XP
M-SD@,"`P(#\$P+C`W.2`S,#<N.#D@-S<Y+C8Q(%1M#0HH0V]M<%N>2=S*51J
M#0HQ+C\$V-C@@+3\$N,C,X,B!41`T*6RA3:&%R92DM-SST-"A4;W1A;"E=5\$H-
M"D54#0HP+C4@1PT*,S@S+CDW(#<V,BXX,2!M#0HR.#`N,CD@-S8R+C@Q(&P-
M"C(X,"XR.2`W-C(N.#\$@;0T*,C@P+C(Y(#<V,BXS,R!L#0I3#0HP(\$<-C(X
M,"XR.2`W-C(N,S,@;0T*,S@S+CDW(#<V,BXS,R!L#0HS.#N.3<@-S8R+C,S

M(&T-"C,X,RXY-R`W-C(N.#\$@;`T*4PT*,"XU(\$<-"COV,"XR.2`W-C(N.#\$@M;OT*,SDV+COU(#<V,BXX,2!L#0HS.38N-#4@-S8R+C@Q(&T-"C,Y-BXT-2`WM-C(N,S,@;`T*4PT*,"!`#0HS.38N-#4@-S8R+C,S(&T-"COV,"XR.2`W-C(NM,S,@;`T*-#8P+C(Y(#<V,BXS,R!M#0HT-C`N,CD@-S8R+C@Q(&P-"E,-"D)4M#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,34Q+C@Y(#<U,2XR.2!4M;OT**\$E4(%!L86XZ*51J#0HQ+C\$Y,#8@+3\$N,S,S-2!41`T**\$-A<E&ET8PIM5&H-"B] &,R`Q(%!F#0HQ-2XS,3\$@,"XP-#<V(%!\$#0I;*"OQ-BXP*2TQ,BXR M**HI751*#0HO1C(@,2!49@T*.2XT,#4W("TP+C`T-S8@5\$0-"B@D,3<N,2E4M:@T**+3(T+C<Q-C8@+3\$N,S,S-2!41`T**\$]P97)A=&EN9RE4:@T**+T8S(#\$@M5&8-"C\$V+C,Q,3\$@,"XP-#<V(%!\$#0HH,2XW*51J#0HO1C(@,2!49@T*.2XTM,#4W("TP+C`T-S8@5\$0-"B@V+C\$I5&H-"D54#0HP+C4@1PT*,SOP+C<W(#<RM,"XU-R!M#0HS,C,N,C4@-S(P+C4W(&P-"C,R,RXR-2`W,C`N-3<@;OT*,S(SM+C(U(#<R,"XP.2!L#0I3#0HP(\$<-"C,R,RXR-2`W,C`N,#D@;OT*,SOP+C<WM(#<R,"XP.2!L#0HS-#`N-S<@-S(P+C`Y(&T-"C,T,"XW-R`W,C`N-3<@;`T*M4PT*,"XU(\$<-"COS-2XU-R`W,C`N-3<@;OT*-#\$X+C`U(#<R,"XU-R!L#0HTM,3@N,#4@-S(P+C4W(&T-"COQ."XP-2`W,C`N,#D@;`T*4PT*,"!`#0HT,3@NM,#4@-S(P+C`Y(&T-"C0S-2XU-R`W,C`N,#D@;`T*-#`U+C4W(#<R,"XP.2!MM#0HT,S4N-3<@-S(P+C4W(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`QM-S4N.#D@-S`Y+C`U(%!M#0HH5&]T86P@250I5&H-"C`@+3\$N,S,S-2!41`T**M*%!L86XI5&H-"B] &,R`Q(%!F#0HQ-"XV,C`T(`N,#OW-B!41`T**#\$W+C<IM5&H-"B] &,B`Q(%!F#0HY+COP-3<@+3`N,#OW-B!41`T**#(S+C(I5&H-"BTRM-BXT,#CS("TQ+C,S,S4@5\$0-"BA/=A&E<BHJ*51J#0HO1C,@,2!49@T*,3<NM-3`Q-R`P+C`T-S8@5\$0-"B@R+C`I5&H-"B] &,B`Q(%!F#0HY+COP-3<@+3`NM,#OW-B!41`T**#ON."E4:@T*150-"C`N-2!`#0HS-#`N-S<@-C<X+C,S(&T-M"C,R,RXR-2`V-S@N,S,@;`T*,S(S+C(U(#8W."XS,R!M#0HS,C,N,C4@-C<WM+C@U(&P-"E,-"C`@1PT*,S(S+C(U(#8W-RXX-2!M#0HS-#`N-S<@-C<W+C@UM(&P-"C,T,"XW-R`V-S<N.#4@;OT*,SOP+C<W(#8W."XS,R!M#0I3#0HP+C4@M1PT*-#`U+C4W(#8W."XS,R!M#0HT,3@N,#4@-C<X+C,S(&P-"COQ."XP-2`VM-S@N,S,@;OT*-#\$X+C`U(#8W-RXX-2!L#0I3#0HP(\$<-"COQ."XP-2`V-S<NM.#4@;OT*-#`U+C4W(#8W-RXX-2!L#0HT,S4N-3<@-C<W+C@U(&T-"C0S-2XUM-R`V-S@N,S,@;`T*4PT*OE0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$W-2XX.2`VM-C4N-C\$@5&T-"BA4;W1A;"E4:@T**T8S(#\$@5&8-"C\$T+C\$R,#0@,"XP-#<VM(%!\$#0HH)#\$Y+C<I5&H-"B] &,B`Q(%!F#0HY+COP-3<@+3`N,#OW-B!41`T**M**OR."XP*51J#0I%5`T*,"XU(\$<-"C,T,"XW-R`V-CSN-S<@;OT*,S(S+C(U M(#8V,2XW-R!L#0HS,C,N,C4@-C8Q+C<W(&T-"C,R,RXR-2`V-C\$N,CD@;`T*M4PT*,"!`#0HS,C,N,C4@-C8Q+C(Y(&T-"C,T,"XW-R`V-CSN,CD@;`T*,SOPM+C<W(#8V,2XR.2!M#0HS-#`N-S<@-C8Q+C<W(&P-"E,-"C`N-2!`#0HT,S4NM-3<@-C8Q+C<W(&T-"COQ."XP-2`V-C\$N-S<@;`T*-#\$X+C`U(#8V,2XW-R!MM#0HT,3@N,#4@-C8Q+C(Y(&P-"E,-"C`@1PT*-#\$X+C`U(#8V,2XR.2!M#0HTM,S4N-3<@-C8Q+C(Y(&P-"C0S-2XU-R`V-C\$N,CD@;OT*-#`U+C4W(#8V,2XWM-R!L#0I3#0I"5`T**+T8U(#\$@5&8-"C\$R(#`@,"`Q,B`Q-3\$N.#D@-C0X+C4WM(%!M#0HQ+C@Q(%!C#0I;*"`@*3\$X,#`H("E=5\$H-"B] &,B`Q(%!F#0HQ,"XP M-SD@,"`P(#\$P+C`W.2`Q-3\$N.#D@-C,V+C@Q(%!M#0HP(%!C#0I;*"HI+3(RM-C(N,BA);F-L=61E<R!A;6]U;G1S(')E:6UB=7)S86)L92!B>2!M:6YI;F<@M=F5N='5R97,@;V8@)\$\$S+C4@;6EL;&EO;BXI751*#0HP("TQ+C(Q-#0@5\$0-M"ELH*BHI+3\$W-C(N,BA);F-L=61E<R!C:&\$R9V5S(&90<B!L96=A8WD@<]F M='A<F4@;F]T(&-O=F5R960@8GD@=&AE(\$E4(%!L86XL("E=5\$H-"C(N-S8RM,B`M,2XQ,3DQ(%!\$#0HH:&\$R9'=A<F4L('!R;V-E<W,@8V]N=')O;!"!S>7-TM96US(&\$N9"!E;G9I<F]N;65N=&\$L(&\$N9"!S869E='D@*51J#0I4*@T**&UOM;FET;W)I;F<N*51J#0HO1C,@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#4W-"XQM-R!4;OT**\$UA<FME="!2:7-K*51J#0HO1C4@,2!49@T*,"`M,BXS-"!41`T**M*%1H92!#;VUP86YY(&ES('U8FIE8W0@=&\@82!V87)I971Y(&]F(&UA<FME M="!R:7-K<RP@:6Y;`5D:6YG('!H;W-E(&-A=7-E9"!B>2!C:&\$N9V5S(&EN M('!H92!M87)K970@=F%L=64@;V8@*51J#0HP("TQ+C\$R(%!\$#0HH97%U:71YM(&EN=F5S=&UE;G1S+"!F;W)E:6=N(&-U<G)E;F-Y(&9L=6-T=6%T:6]N<R!AM;F0@8VAA;F=E<R!I;B!I;G1E<F5S="!R871E<RX@5&AE(\$-O;7!A;GD@:&\$SM(&5S=&\$B;&ES:5D("E4:@T*5"H-"BAP;VQI8VEE<R!A;F0@<')O8V5D=7)EM<R!T;R!M86YA9V4@<W5C:"!R:7-K<SL@:&]W979E<BP@8V5R=&\$I;B!R:7-KM<R!A<F4@8F5Y;VYD('!H92!C;VYT<F]L(&]F('!H92!#;VUP86YY+B`I5&H-M"C`@+3(N,R!41`T**%1H92!#;VUP86YY7#(R,G,@:6YV97-T;65N="!P;VQIM8WD@<F5L871I;F<@=&\@:71S('H;W)T+71E<FT@:6YV97-T;65N=',@7"ACM;&\$S<VEF:65D(&\$S(&-A<V@@97%U:79A;&5N='-<*2!I<R!T;R`I5&H-"C`@M+3\$N,3(@5\$0-"BAP<F5S97)V92!P<FEN8VEP86P@86YD(&QI<75I9&ET>2!WM:6EL92!M87AI;6EZ:6YG('!H92!R971U<FX@=&AR;W5G:"!I;G9E<W1M96YT M(&]F(&\$V86EL86)L92!F=6YD<RX@5&AE(&-A<G)Y:6YG("E4:@T*5"H-"BAVM86QU92!O9B!T:&5S92!I;G9E<W1M96YT<R!A<'!R;WAI;6%T97,@9F%I<B!VM86QU92!O;B!T:&4@<F5P;W)T:6YG(&1A=&5S+B`I5&H-"C`@+3(N,R!41`T**M*\$S<<@]R=&EO;B!O9B!T:&4@0V]M<&\$N>5PR,C)S(&]P97)A=&EN9R!C;W-TM<R!A<F4@<W5B:F5C="!T;R!C:&\$N9V4@:6X@=&AE('9A;'5E(&]F('!H92!#M86YA9&EA;B!D;VQL87(N(\$!E<FEV871I=F4@*51J#0HP("TQ+C\$R(%!\$#0HMM9FEN86YC:6\$L(&EN<W1R=6UE;G1S+"!I;B!T:&4@9F]R;2!O9B!F;W)87)DM(&-U<G)E;F-Y(&5X8VAA;F=E(&-O;G1R86-T<RP@87)E('!S960@8GD@=&AEM(\$-O;7!A;GD@=&\@:6%N86=E(&ET<R`I5&H-"E0J#0HH<FEN:R!O9B!O<&5RM871I;F<@8V]S=',@870@:71S(\$-A;F%D:6%N('9E;G1U<F4N(\$90<G=A<F0RM97AC:&\$N9V4@8V]N=')A8W1S(&\$R92!H961G:6YG('!R86YS86-T:6]N<R!TM:&%T(&AA=F4@8F5E;B`I5&H-"E0J#0HH96YT97)E9"!I;G1O('=I=&@=&AEM(&]B:F5C=&EV92!O9B!M86YA9VEN9R!T:&4@:6UP86-T(&]F(&5X8VAA;F=EM(')A=&4@9FQU8W1U871I;VYS(&]F('!H92!#86YA9&EA;B!D;VQL87(@;VX@M=&AE("E4:@T*5"H-"BA#;VUP86YY7#(R,G,@;W!E<F%T:6YG(&-O<W1S+B!4M:&4@0V]M<&\$N>5PR,C)S(&YO<FUA;"!P<F]C961U<F4@:7,@=&\@=7-E(&90M<G=A<F0@8V]N=')A8W1S('!O(&9I>"!T:&4@8V]S="!I;B!5+e,N("E4:@T**M5"H-"BAD;VQL87)S(&]F(&\$@<@]R=&EO;B!O9B!I=',@86YN=6\$L(\$-A;F%D M:6%N(&1O;&QA<B!R97%U:7)E;65N='N(%!H92!#;VUP86YY(&1O97,@;F]TM(&5N9V%G92!I;B!A8W%U:7)I;F<@;W(@*51J#0I4*@T**&ES<W5I;F<@9&5RM:79A=&EV92!F:6YA;F-I86P@:6YS=')U;65N=',@9F]R('!R861I;F<@<'5R

M<&]S97,N(\$%T(\$1E8V5M8F5R(#,Q+"`Q.3DY(&%N9"`Q.3DX+"!T:&4@;F]T
M:6]N86P@86UO=6YT<R`I5&H-"E0J#0HH;V8@=&AE(&]U="-T86YD:6YG(&9O
M<G=A<F0@8W5R<F5N8WD@97AC:&%N9V4@8V]N=")A8W1S('=E<F4@)#(R+C4@
M;6EL;&EO;B!A;F0@)#\$S+CD@;6EL;&EO;BP@=VET:"!F86ER('9A;'5E<R!O
M9B`I5&H-"E0J#0HH)"XT(&UI;&QI;VX@86YD('IE<F\(')E<W!E8W1I=F5L
M>2P@8F%\$S960@;VX@1&5C96UB97(@,SSL(\$Y.3D@86YD(\$SY.3@@9F]R=V%R
M9"!R871E<RX@268@=&AE(\$-A;F%D:6%N(&1O;&QA<B`I5&H-"E0J#0HH9F]R
M=V%R9"!R871E<R!W97)E('1O(&-H86YG92`Q,"!P97)C96YT(&9R;VT@=&AE
M(\$1E8V5M8F5R(#,Q+"`Q.3DY('EE87(M96YD(')A=&4L('1H92!V86QU92!A
M;F0@<]T96YT:6%L(&-A<V@*51J#0I4*@T**&9L;W<@969F96-T(&]N('1H
M92`Q.3DY(&-O;G1R86-T<R!W;W5L9"!B92!A<'!R;WAI;6%T96QY("0R+C,
M;6EL;&EO;BX@*51J#0HR,BXX."`M,BXS(%1\$#0HH,S(@*51J#0I%5`T*96YD
M<W1R96%#M0IE;F1O8FH-"C,P(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@
M+U1E>`0@70T*+T90;G0@/#P-"B]&,B`T(#`@@T*+T8S(#4@,"!2#0H01C0@
M-B`P(%(-"B]&-2`W(#`@@T*/CX-"B]%)>`1'4W1A=&4@/#P-"B]'4S\$@."`P
M(%(-"CX^#0H^/@T*96YD;V)J#0HS,B`P(&]B:ET*/#P-"B],96YG=&@@,S8S
M-PT*/CX-"G-T<F5A;0T*0E0-"B]&,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@
M.38Q+C`U(%1M#0HP(&<-"B]'4S\$@9W,-"C`@5@,-"C`@5`<-"B@@"`@`@`@
M("`@("`@("`@("`I5&H-"B]&-"`Q(%1F#0HP("TR+C,V(%1\$#0HH36%N86=E
M;65N=%PR,C)S(\$1I<V-U<W-I;VX@86YD(\$%N86QY<VES*51J#0HP("TQ+C(R
M(%1\$#0HH;V8@1FEN86YC:6%L(\$-O;F1I=&EO;B!A;F0@4F5S=6QT<R!O9B!/
M<&5R871I;VYS*51J#0H01C4@,2!49@T*,"`M,BXS-"!41`T**%1H92!V86QU
M92!O9B!T:&4@0V]M<&%N>5PR,C)S(&QO;F<M=&5R;2!E<75I='D@:6YV97-T
M;65N="!I;B!P=6)L:6-L>2!T<F%D960@8V]M;6]N('T;V-K(&ES('U8FIE
M8W0@=&\@8VAA;F=E<R!I;B`I5&H-"C`@+3\$N,3(@5\$0-"BAM87)K970@=F%L
M=64@87,@<F5F;&5C=&5D(&EN('1H92!T<F%D:6YG('!R:6-E+B!4:@&EN
M=F5S=&UE;G0@:&%S(&)E96X@8VQA<W-I9FEE9"!A<R!A;B!A=F%I;&%B;&4M
M9F]R+7-A;&4@*51J#0I4*@T**&EN=F5S=&UE;G0L(&%N9"!A8V-O<F1I;F=L
M>2P@8VAA;F=E<R!I;B!V86QU92!H879E(&)E96X@<F5C;W)D960@:6X@4VAA
M<F5H;VQD97)S7#(R,B!<75I='DN(\$EF('1H92!M87)K970@<`)I8V4@;V8@
M*51J#0I4*@T**%1H92!S=&]C:R!A="!\$96-E;6)E<B`S,2P@,3DY.2P@=V5R
M92!T;R!I;F-R96%\$S92!O<B!D96-R96%\$S92`Q,"!P97)C96YT+"!T:&4@=F%L
M=64@;V8@=&AE(&EN=F5S=&UE;G0@=V]U;&0@8VAA;F=E("E4:@T*5"H-"BAA
M<`!R;WAI;6%T96QY("ON,B!M:6QL:6]N(&%F=&5R+71A>"X@*51J#0HP("TR
M+C,@5\$0-"BA4:&4@0V]M<&%N>2!H87,@)#<P(&UI;&QI;VX@;V8@;&]N9RUT
M97)M(&1E8G0@;W5T<W1A;F1I;F<@870@82!F:7AE9"!I;G1E<F5S="!R871E
M(&]F(#<@<&5R8V5N="!D=64@:6X@1&5C96UB97(L("E4:@T*,"`M,2XQ,B!4
M1`T**#(P,#4N(\$S@:'EP;W1H971I8V%L(&EN8W)E87-E(&]R(&1E8W)E87-E
M(&]F(#\$P('!E<F-E;G0@9G)O;2`Q.3DY('EE87(M96YD(&EN=&5R97-T(')A
M=&5S('=O=6QD(&-H86YG92!T:&4@9F%I<B`I5&H-"E0J#0HH=F%L=64@;V8@
M=&AE(&1E8G0@8GD@)#\$N.2!M:6QL:6]N+B`I5&H-"B]&,R`Q(%1F#0HP("TR
M+C,V(%1\$#0HH1F]R=V%R9"U;V]K:6YG(%-T871E;65N='I5&H-"B]&-2`Q
M(%1F#0HP("TR+C,T(%1\$#0HH5&AE('!R96-E9&EN9R!D:7-C=7-S:6]N(&%N
M9"!A;F%L>7-I<R!O9B!T:&4@0V]M<&%N>5PR,C)S(&]P97)A=&EO;G,L(&9I
M;F%N8VEA;"!P97)F;W)M86YC92!A;F0@<F5S=6QT<RP@87,@=V5L;"!A<R`I
M5&H-"C`@+3\$N,3(@5\$0-"BAM871E<FEA;"!I;F-L=61E9"!E;F-E=VAE<F4@
M:6X@=&AI<R!R97!O<G0L(&EN8VQU9&5S('T871E;65N=',@;F]T(&QI;6ET
M960@=&\@:&ES=&]R:6-A;"!F86-T<RX@4W5C:"!S=&%T96UE;G1S(&%R92`I
M5&H-"E0J#0HH7#(R,V9O<G=A<F0M;&]O:VEN9R!S=&%T96UE;G1S7#(R-"!<
M*%\$S(&1E9FEN960@:6X@=&AE(%!R:79A=&4@4V5C=7)I=&EE<R!,"!71I9V%T
M:6]N(%E9F]R;2!`!8W0@;V8@,3DY-5PI('1H870@87)E('U8FIE8W0@=&\@
M*51J#0I4*@T**!)I<VMS(&%N9"!U;F-E<G1A:6YT:65S('1H870@8V]U;&0@
M8V%U<V4@9G5T=7)E(')E<W5L=',@=&\@9&EF9F5R(&UA=&5R:6%L;'D@9G)O
M;2!E>'!E8W1E9"!R97-U;'!S+B!3=6-H('T871E;65N=',@87)E("E4:@T*
M5"H-"BAB87-E9"!O;B!M86YA9V5M96YT7#(R,G,@8F5L:65F<R!A;F0@87-S
M=6UP=&EO;G,@;6%D92!O;B!I;F9O<FUA=&EO;B!C=7)R96YT;'D@879A:6QA
M8FQE('1O(&ET+B!&86-T;W)S('1H870@8V]U;&0@*51J#0I4*@T**&-A=7-E
M('1H92!#;VUP86YY7#(R,G,@86-T=6%L(')E<W5L=',@=&\@8F4@;6%T97)I
M86QL>2!D:69F97)E;G0@9G)O;2!T:&4@0V]M<&%N>5PR,C)S(&5X<&5C=&%T
M:6]N<R!I;F-L=61E+"!B=70@87)E(&YO="I5&H-"E0J#0HH;&EM:71E9"!T
M;R!T:&4@9F]L;&]W:6YG.B`I5&H-"C@N,3@+3(N,R!41`T*6RA<C(U*2TQ
M,"@*2TV,S`H1&ES<&QA8V5M96YT(&]F(&ER;VX@<`)O9'5C=&EO;B!B>2!.
M;W)T:"!;!;65R:6-A;B!I;G1E9W)A=&5D('T965L("E=5\$H-"C\$N,C0@+3\$N
M,3(@5\$0-"BAP<F]D=6-E<G,@9'5E('1O(&5L96-T<FEC(&9U<FYA8V4@<`)O
M9'5C=&EO;B!O<B!I;7!O<G1S(&]F('E;6DM9FEN:7-H960@*51J#0I4*@T*
M*"-T965L(&]R('!I9R!I<F]N.RE4:@T**+3\$N,C0@+3\$N,3(@5\$0-"B@*51J
M#0I4*@T*6RA<C(U*2TQ,"@*2TV,S`H3&]S<R!O9B!M86IO<B!I<F]N(&]R
M92!S86QE<R!C;VYT<F%C=",[*5U42@T*5"H-"B@*51J#0I4*@T*6RA<C(U
M*2TQ,"@*2TV,S`H0VAA;F=E<R!I;B!T:&4@9FEN86YC:6%L(&-O;F1I=&EO
M;B!O9B!T:&4@0V]M<&%N>5PR,C)S('!A<G1N97)S(&%N9"!O<B`I751*#0HQ
M+C(T("TQ+C\$R(%1\$#0HH8W5S=&]M97)S.RE4:@T**+3\$N,C0@+3\$N,3(@5\$0-
M"B@*51J#0I4*@T*6RA<C(U*2TQ,"@*2TV,S`H4W5B<W1A;G1I86P@8VAA
M;F=E<R!I;B!I;7!O<G1S(&]F('T965L+"!I<F]N(&]R92P@;W(@9F5R<F]U
M<R!M971A;&QI8R`I751*#0HQ+C(T("TQ+C\$R(%1\$#0HH<`)O9'5C=",[*51J
M#0HM,2XR-"`M,2XQ,B!41`T**`I5&H-"E0J#0I;*%PR,C4I+3\$P*`I+38S
M,"A\$979E;&]P;65N="!O9B!A;'1E<FYA=&4@<W1E96PM;6%K:6YG('1E8VAN
M;VQO9VEE<SLI751*#0I4*@T**`I5&H-"E0J#0I;*%PR,C4I+3\$P*`I+38S
M,"A\$:7-P;&%C96UE;G0@;V8@<W1E96P@8GD@8V]M<&5T:6YG(&UA=&5R:6%L
M<SLI751*#0I4*@T**`I5&H-"E0J#0I;*%PR,C4I+3\$P*`I+38S,"A5;F%N
M=&EC:7!A=&5D(&-H86YG97,@:6X@=&AE(&UA<FME="!V86QU92!O9B!S=&5E
M;"P@:7)O;B!O<F4@;W(@9F5R<F]U<R`I751*#0HQ+C(T("TQ+C\$R(%1\$#0HH
M;65T86QL:6-S.RE4:@T**+3\$N,C0@+3\$N,3(@5\$0-"B@*51J#0I4*@T*6RA<
M,C(U*2TQ,"@*2TV,S`H1&]M97-T:6,@;W(@:6YT97)N871I;VYA;"!E8V]N
M;VUI8R!A;F0@<]L:71I8V%L(&-O;F1I=&EO;G,[*5U42@T*5"H-"B@*51J
M#0I4*@T*6RA<C(U*2TQ,"@*2TV,S`H36%J;W(@97%U:7!M96YT(&9A:6QU

M;w1E<FEG: '00<750=&5D8FQL969T+W%U;w1E9&)L<FEG: '008G5L; &5T+V5N
M9&S: T*+V5M9&S: "]T: 6QD92]T<F%D96UA<FLO<V-A<F]N+V=U: 6QS: 6YG
M; ')I9VAT+V]E (#\$U.2]99&EE<F5S: 7, @, 38T+V-U<G)E; F-Y#0H@, 38V+V)R
M;VME;F)A<B'Q-C@09&EE<F5S: 7, 08V]P>7)I9VAT+V]R9&9E; 6EN: 6YE (#\$W
M, B]L; V=I8V%L; F]T+VAY<&AE; B]R96=I<w1E<F5D+VUA8W)O; @T*+V1E9W)E
M92]P; '5S; 6EN=7, O='<O<W5P97)I; W (O=&AR965S=7!E<FEO<B]A8W5T92]M
M=2`Q.#, O<&5R: 6]D8V5N=&5R96008V5D: 6QL80T*+V]N97-U<&5R: 6]R+V]R
M9&UA<V-U; &EN92`Q.#@0; VYE<75A<G1E<B]O; F5H86QF+W1H<F5E<75A<G1E
M<G, @, 3DR+T%G<F%V92]!86-U=&4006-I<F-U; 69L97@-"B]! =&EL9&40061I
M97)E<VES+T%R: 6YG+T%T%+T-C961I; &QA+T5G<F%V92]!86-U=&4016-I<F-U
M; 69L97@-"B]!%9&EE<F5S: 7, O26=R879E+TEA8W5T92])8VER8W5M9FQE>"]
M9&EE<F5S: 7, O171H+TYT: 6QD92] /9W)A=F4-"B] /86-U=&403V-I<F-U; 69L
M97@O3W1I; &1E+T]D: 65R97-I<R]M=6QT: 7!L>2] /<VQA<V@056=R879E+U5A
M8W5T90T*+U5C: 7)C=6UF; &5X+U5D: 65R97-I<R]986-U=&405&AO<FXO9V5R
M; 6%N9&)L<R]A9W)A=F4086%C=71E+V%C: 7)C=6UF; &5X#0HO871I; &1E+V%D
M: 65R97-I<R]A<FEN9R]A92]C8V5D: 6QL82]E9W)A=F4096%C=71E+V5C: 7)C
M=6UF; &5X#0HO961I97)E<VES+VEG<F%V92]I86-U=&40: 6-I<F-U; 69L97@O
M: 61I97)E<VES+V5T: "]N=&EL9&40; V=R879E#0HO; V%C=71E+V]C: 7)C=6UF
M; &5X+V]T: 6QD92]O9&EE<F5S: 7, O9&EV: 61E+V]S; &%S: "]U9W)A=F4O=6%
M=71E#0HO=6-I<F-U; 69L97@O=61I97)E<VES+WEA8W5T92]T: &]R; B]Y9&EE
M<F5S: 7, -"ET-"CX^#0IE; F108FH-"C\$@, "!08FH-"CP\#0HO5'EP92`O4&G
M90T*+U!A<F5N="`Y (#`@4@T*+U)E<V]U<F-E<R`S (#`@4@T*+T-O; G1E; G1S
M (# (@, "!2#0H^/@T*96YD; V)J#0HQ, "`P (&]B: @T* /#P-"B]4>7!E ("]086=E
M#0HO4&%R96YT (#D@, "!2#0HO4F5S; W5R8V5S (#\$R (#`@4@T*+T-O; G1E; G1S
M (#\$Q (#`@4@T* /CX-"F5N9&]B: @T*, 3, @, "!08FH-"CP\#0HO5'EP92`O4&G
M90T*+U!A<F5N="`Y (#`@4@T*+U)E<V]U<F-E<R`Q-2`P (% (-"B]#; VYT96YT
M<R`Q-"`P (% (-"CX^#0IE; F108FH-"C\$V (#`@; V)J#0H\ /`T*+U1Y<&4@+U!A
M9V4-"B]087)E; G0@.2`P (% (-"B]297-O=7)C97, @, 3@, "!2#0HO0V]N=&5N
M=' , @, 3<@, "!2#0H^/@T*96YD; V)J#0HQ.2`P (&]B: @T* /#P-"B]4>7!E ("]0
M86=E#0HO4&%R96YT (#D@, "!2#0HO4F5S; W5R8V5S (# (Q (#`@4@T*+T-O; G1E
M; G1S (# (P (#`@4@T* /CX-"F5N9&]B: @T*, C (@, "!08FH-"CP\#0HO5'EP92`O
M4&%G90T*+U!A<F5N="`Y (#`@4@T*+U)E<V]U<F-E<R`R-"`P (% (-"B]#; VYT
M96YT<R`R, R`P (% (-"CX^#0IE; F108FH-"C (U (#`@; V)J#0H\ /`T*+U1Y<&4@
M+U!A9V4-"B]087)E; G0@.2`P (% (-"B]297-O=7)C97, @, C<@, "!2#0HO0V]N
M=&5N=' , @, C8@, "!2#0H^/@T*96YD; V)J#0HR. "`P (&]B: @T* /#P-"B]4>7!E
M ("]086=E#0HO4&%R96YT (#D@, "!2#0HO4F5S; W5R8V5S (#, P (#`@4@T*+T-O
M; G1E; G1S (# (Y (#`@4@T* /CX-"F5N9&]B: @T*, S\$@, "!08FH-"CP\#0HO5'EP
M92`O4&G90T*+U!A<F5N="`Y (#`@4@T*+U)E<V]U<F-E<R`S, R`P (% (-"B]#
M; VYT96YT<R`S, B`P (% (-"CX^#0IE; F108FH-"C, T (#`@; V)J#0H\ /`T*+U1Y
M<&4@+U!A9V4-"B]087)E; G0@.2`P (% (-"B]297-O=7)C97, @, S8@, "!2#0HO
M0V]N=&5N=' , @, S4@, "!2#0H^/@T*96YD; V)J#0HS-R`P (&]B: @T* /#P-"B]4
M>7!E ("]086=E#0HO4&%R96YT (#0Q (#`@4@T*+U)E<V]U<F-E<R`S.2`P (% (-
M"B]#; VYT96YT<R`S. "`P (% (-"CX^#0IE; F108FH-"CD@, "!08FH-"CP\#0HO
M5'EP92`O4&%G97, -"B]+: 61S (%LQ (#`@4B`Q, "`P (% (@, 3, @, "!2 (#\$V (#`@
M4B`Q.2`P (% (@, C (@, "!2 (# (U (#`@4B`R. "`P (% (@, S\$@, "!2 (#, T (#`@4ET-
M"B]#; W5N="`Q, `T*+U!A<F5N="`T, "`P (% (-"CX^#0IE; F108FH-"C0Q (#`@
M; V)J#0H\ /`T*+U1Y<&4@+U!A9V5S#0HO2VED<R!; , S<@, "!270T*+T-O=6YT
M (#\$-"B]087)E; G0@-#`@, "!2#0H^/@T*96YD; V)J#0HT, "`P (&]B: @T* /#P-
M"B]4>7!E ("]086=E<PT*+TMI9` , @6SD@, "!2 (#0Q (#`@4B!="#0HO0V]U; G0@
M, 3\$-"B]1961I84O>"; , "`P (#8Q, B`Q, #`X70T* /CX-"F5N9&]B: @T*-"#0@
M, "!08FH-"CP\#0HO5'EP92`O0V%T86QO9PT*+U!A9V5S (#0P (#`@4@T* /CX-
M"F5N9&]B: @T*-"#4@, "!08FH-"CP\#0HO0W)E871I; VY\$871E ("A\$. C\$Y, 3`P
M, #, Q-C\$V, 3\$S-"D-"B]0<F]D=6-E<B`H7#, W-EPS-S=<, #`P05PP, #!C7#`P
M, ')<, #`P; UPP, #!B7#`P, &%<, #`P=%PP, #`@7#`P, \$1<, #`P: 5PP, #!S7#`P
M, '1<, #`P: 5PP, #!L7#`P, &Q<, #`P95PP, #!R7#`P, " !<, #`P, UPP, #`N7#`P
M, #!<, #`P, BD-"CX^#0IE; F108FH-"GAR968-"C`@-#8-"C`P, #`P, #`P, #`@
M-C4U, S4@9@T*, #`P, #`U, #4U-R`P, #`P, "!N#0HP, #`P, #`P, #`\$W (#`P, #`P
M (&X-"C`P, #`P, #8W.34@, #`P, #`@; @T*, #`P, #`T. #EX-"`P, #`P, "!N#0HP
M, #`P, #0X.3<T (#`P, #`P (&X-"C`P, #`P-#DP-C, @, #`P, #`@; @T*, #`P, #`T
M.3\$W, "`P, #`P, "!N#0HP, #`P, #0X. #`U (#`P, #`P (&X-"C`P, #`P-3\$U-38@
M, #`P, #`@; @T*, #`P, #`U, #8T-2`P, #`P, "!N#0HP, #`P, #`V.3, S (#`P, #`P
M (&X-"C`P, #`P, 3 (W-3 (@, #`P, #`@; @T*, #`P, #`U, #<S-B`P, #`P, "!N#0HP
M, #`P, #\$R. #DQ (#`P, #`P (&X-"C`P, #`P, 3<V, 3`@, #`P, #`@; @T*, #`P, #`U
M, #@R-R`P, #`P, "!N#0HP, #`P, #`\$W-S0Y (#`P, #`P (&X-"C`P, #`P, C, S, SD@
M, #`P, #`@; @T*, #`P, #`U, #DQ. "`P, #`P, "!N#0HP, #`P, # (S-#<X (#`P, #`P
M (&X-"C`P, #`P, C@R. #0@, #`P, #`@; @T*, #`P, #`U, 3`P.2`P, #`P, #`P, "!N#0HP
M, #`P, # (X-# (S (#`P, #`P (&X-"C`P, #`P, S (V, SD@, #`P, #`@; @T*, #`P, #`U
M, 3\$P, "`P, #`P, "!N#0HP, #`P, #, R-S<X (#`P, #`P (&X-"C`P, #`P, S8V-34@
M, #`P, #`@; @T*, #`P, #`U, 3\$Y, 2`P, #`P, "!N#0HP, #`P, #, V-SDT (#`P, #`P
M (&X-"C`P, #`P, #`P-# (U-#S@, #`P, #`@; @T*, #`P, #`U, 3 (X, B`P, #`P, "!N#0HP
M, #`P, #0R-C@P (#`P, #`P (&X-"C`P, #`P-#8S-S8@, #`P, #`@; @T*, #`P, #`U
M, 3, W, R`P, #`P, "!N#0HP, #`P, #0V-3\$U (#`P, #`P (&X-"C`P, #`P-#@R, #0@
M, #`P, #`@; @T*, #`P, #`U, 30V-"`P, #`P, "!N#0HP, #`P, #0X, S, R (#`P, #`P
M (&X-"C`P, #`P, #`P-#@U-C8@, #`P, #`@; @T*, #`P, #`U, 3<X, B`P, #`P, "!N#0HP
M, #`P, #4Q-S`P (#`P, #`P (&X-"C`P, #`P-#@V-S (@, #`P, #`@; @T*, #`P, #`T
M.3 (W. "`P, #`P, "!N#0HP, #`P, #4Q. #@R (#`P, #`P (&X-"C`P, #`P-3\$Y, SD@
M, #`P, #`@; @T*=')A: 6QE<@T* /#P-"B]3: 7IE (#0V#0HO4F]O="`T-"`P (% (-
M"B]) ; F90 (#0U (#`@4@T*+TES (%L\ -69B, F-A, &\$Q. 38T-S8R, 60V. #AD8S\$V
M-68P, 6 (W, V4^ /#5F8C)C83!A, 3DV-#<V, C%D-C@X9&, Q-C5F, #B-S-E/ET-
>"CX^#0IS=&%R='AR968-"C4R, 3, R#0HE)45/1@T*

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX_3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`U-S@U#0H^
M/@T*+WLR96\$M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-#DN
M-S<@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`I5&H-"C0Q+C0R
M("TR+C,@5\$0-"BA%>A18FET(#\$S7"AC7"D@*51J#0H01C,@,2!49@T*+30Q
M+C0R("TR+C,V(%1\$#0HH4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!&:6YA
M;F-I86P@4&]S:71I;VXI5&H-"B] &,B`Q(%1F#0HP("TQ+C\$V(%1\$#0HH0VQE
M=F5L86YD+4-L:69F<R!);F,@86YD(\$-O;G-O;&ED871E9"!3=6)S:61I87)I
M97,@*51J#0HX+C\$X("TQ+C\$R(%1\$#0HP+C0Q(%1C#0I;*`@("DM,3<Y-#`H
M("I,S`P*`I+3<T,"@*3,P,"@@"(DV,#`H("DM-SOP*`I751*#0HQ,"XP
M-SD@,"`P(#\$P+C`W.2`T,34N-C4@.#4T+C<S(%1M#0HP(%1C#0HH7"A);B!-
M:6QL:6JN<UPI*51J#0HM,"XQ,3DQ("TQ+C\$Q.3(@5\$0-"BA\$96-E;6)E<B`S
M,2E4:@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ
M(&D@#0HT.#@N,S<@.#,Y+C8Q(&T-"C,Y-"XW-R`X,SDN-C\$@;`T*,SDT+C<W
M(#@S.2XV,2!M#0HS.30N-S<@.#,Y+C\$S(&P-"E,-"C`@1PT*,SDT+C<W(#@S
M.2XQ,R!M#0HT.#@N,S<@.#,Y+C\$S(&P-"COX."XS-R`X,SDN,3,@;0T*`-#&X
M+C,(#@S.2XV,2!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N
M,#<Y(#OP-BXR.2`X,C<N,S<@5&T-"B@Q.3DY*51J#0H01C(@,2!49@T*`-2XS
M-3<W("TP+C`T-S8@5\$0-"B@Q.3DX*51J#0I%5`T*,"XU(\$-<"C0S-RXY-R`X
M,C,N,#4@;0T*,SDT+C<W(#@R,RXP-2!L#0HS.30N-S<@.#(S+C`U(&T-"C,Y
M-"XW-R`X,C(N-3<@;`T*4PT*,"!`#0HS.30N-S<@.#(R+C4W(&T-"C0S-RXY
M-R`X,C(N-3<@;`T*`-#W+CDW(#@R,BXU-R!M#0HT,S<N.3<@.#(S+C`U(&P-
M"E,-"C`N-2!`#0HT.#@N,S<@.#(S+C`U(&T-"COU,BXQ,R`X,C,N,#4@;`T*
M-#4R+C\$S(#@R,RXP-2!M#0HT-3(N,3,@.#(R+C4W(&P-"E,-"C`@1PT*`-#4R
M+C\$S(#@R,BXU-R!M#0HT.#@N,S<@.#(R+C4W(&P-"COX."XS-R`X,C(N-3<@;
M;0T*`-#&X+C,W(#@R,RXP-2!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P
M(#`@,3`N,#<Y(#\$R,RXX,2`X,3`N.#\$@5&T-"BTP+C`P,#\$@5&,-"BA!4U-%
M5%,I5&H-"B] &,B`Q(%1F#0HP("TQ+C(V,B!41`T*,"XP,#`Q(%1W#0HH0U52
M4D5.5"!4U-%5%,I5&H-"C\$N,S,U(%1\$#0HP(%1C#0HP(%1W
M#0HH0V%\$:"!A;F0@8V%\$:"!E<75I=F%L96YT<RE4:@T*+T8S(#\$@5&8-"C(V
M+C`R-C,@,"XP-#<V(%1\$#0I;*`0I+34P,"XQ*#8W+C8I751*#0H01C(@,2!4
M9@T*`-2XS,S,X("TP+C`T-S8@5\$0-"B@D,3,P+C,I5&H-"BTS,2XS-C`Q("TQ
M+C,S,S4@5\$0-"BA4<F%QD92!A8V-O=6YT<R!R96-E:79A8FQE*51J#0H01C,@
M,2!49@T*,C<N,#(V-"`P+C`T-S8@5\$0-"B@V-BXP*51J#0H01C(@,2!49@T*
M-2XS,S,X("TP+C`T-S8@5\$0-"B@T,BXT*51J#0HM,S(N,S8P,B`M,2XS,S,U
M(%1\$#0HH4F5C96EV86)L97,@9G)O;2!A<W-O8VEA=&5D(&-O;7!A;FEE<RE4
M:@T*+T8S(#\$@5&8-"C(W+C`R-C0@,"XP-#<V(%1\$#0HH,38N-BE4:@T*+T8R
M(#\$@5&8-"C4N,S,S."`M,"XP-#<V(%1\$#0HH,38N-RE4:@T*+3,R+C,V,#(@
M+3\$N,C\$T-"!41`T**\$EN=F5N=&]R:65S*51J#0HQ+C,X,3\$@+3\$N,S,S-2!4
M1`T**\$ER;VX@;W)E*51J#0H01C,@,2!49@T*,C4N-C0U,R`P+C`T-S8@5\$0-
M`B@S-BXV*51J#0H01C(@,2!49@T*`-2XS,S,X("TP+C`T-S8@5\$0-"B@T,RXT
M*51J#0HM,S`N.3<Y,2`M,2XS,S,U(%1\$#0HH4W5P<QI97,@86YD(&]T: &5R
M*51J#0H01C,@,2!49@T*,C4N-C0U,R`P+C`T-S8@5\$0-"B@Q-BXP*51J#0H
M1C(@,2!49@T*`-2XS,S,X("TP+C`T-S8@5\$0-"B@Q-BXR*51J#0I%5`T*,"XU
M(\$-<"COR-RXV-2`W,30N.#\$@;0T*`-#`U+C`Y(#<Q-"XX,2!L#0HT,#4N,#D@
M-S\$T+C@Q(&T-"COP-2XP.2`W,30N,S,@;`T*4PT*,"!`#0HT,#4N,#D@-S\$T
M+C,S(&T-"COR-RXV-2`W,30N,S,@;`T*`-#(W+C8U(#<Q-"XS,R!M#0HT,C<N
M-C4@-S\$T+C@Q(&P-"E,-"C`N-2!`#0HT.#\$N-#\$@-S\$T+C@Q(&T-"COU."XX
M-2`W,30N.#\$@;`T*`-#4X+C@U(#<Q-"XX,2!M#0HT-3@N.#4@-S\$T+C,S(&P-
M"E,-"C`@1PT*`-#4X+C@U(#<Q-"XS,R!M#0HT.#\$N-#\$@-S\$T+C,S(&P-"COX
M,2XT,2`W,30N,S,@;0T*`-#&Q+C0Q(#<Q-"XX,2!L#0I3#0I"5`T*+T8S(#\$@
M5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0Q,"XQ,R`W,#(N-3<@5&T-"B@U,BXV
M*51J#0H01C(@,2!49@T*`-2XS,S,X("TP+C`T-S8@5\$0-"B@U.2XV*51J#0HM
M,S(N,S8P,B`M,2XS,S,U(%1\$#0HH3W1H97(I5&H-"B] &,R`Q(%1F#0HR-RXP
M,C8T(#`N,#0W-B!41`T**#\$T+C,I5&H-"B] &,B`Q(%1F#0HU+C,S,S@+3`N
M,#0W-B!41`T**#\$Q+C(I5&H-"D54#0HP+C4@1PT*`-#(W+C8U(#8X-"XX,2!M
M#0HT,#4N,#D@-C@T+C@Q(&P-"COP-2XP.2`V.#0N.#\$@;0T*`-#`U+C`Y(#8X
M-"XS,R!L#0I3#0HP(\$-<"COP-2XP.2`V.#0N,S,@;0T*`-#(W+C8U(#8X-"XS
M,R!L#0HT,C<N-C4@-C@T+C,S(&T-"COR-RXV-2`V.#0N.#\$@;`T*4PT*,"XU
M(\$-<"COX,2XT,2`V.#0N.#\$@;0T*`-#4X+C@U(#8X-"XX,2!L#0HT-3@N.#4@
M-C@T+C@Q(&T-"COU."XX-2`V.#0N,S,@;`T*4PT*,"!`#0HT-3@N.#4@-C@T
M+C,S(&T-"COX,2XT,2`V.#0N,S,@;`T*`-#&Q+C0Q(#8X-"XS,R!M#0HT.#\$N
M-#\$@-C@T+C@Q(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q-3\$N-C4@
M-C<R+C`Y(%1M#0HM,"XP,#`Q(%1C#0HP+C`P,#\$@5`-<"BA43U1!3"!#55)2
M14Y4(\$%34T544RE4:@T*+T8S(#\$@5&8-"C(U+C\$T-3,@,"XP-#<V(%1\$#0HP
M(%1C#0HH,C\$W+C\$I5&H-"B] &,B`Q(%1F#0HU+C,S,S@+3`N,#0W-B!41`T*
M*#(V,"XR*51J#0HM,S,N,C0Q,R`M,2XR,30T(%1\$#0HM,"XP,#`Q(%1C#0HH
M4%) /4\$525E%4RE4:@T*,2XS.#\$Q("TQ+C,S,S4@5\$0-"C`@5&,-"C`@5`<-
M`BA0;&N="!A;F0@97%U:7!M96YT*51J#0H01C,@,2!49@T*,C8N-3(V,R`P
M+C`T-S8@5\$0-"B@R,#0N.2E4:@T*+T8R(#\$@5&8-"C4N,S,S."`M,"XP-#<V
M(%1\$#0HH,3DQ+C@I5&H-"BTS,2XX-C`R("TQ+C,S,S4@5\$0-"BA-:6YE<F%L
M<RE4:@T*+T8S(#\$@5&8-"C(W+C`R-C0@,"XP-#<V(%1\$#0HH,3DN,2E4:@T*
M+T8R(#\$@5&8-"C4N,S,S."`M,"XP-#<V(%1\$#0HH,3DN,2E4:@T*150-"C`N
M-2!`#0HT,C<N-C4@-C(Y+C\$S(&T-"COP-2XP.2`V,CDN,3,@;`T*`-#`U+C`Y
M(#8R.2XQ,R!M#0HT,#4N,#D@-C(X+C8U(&P-"E,-"C`@1PT*`-#`U+C`Y(#8R
M."XV-2!M#0HT,C<N-C4@-C(X+C8U(&P-"COR-RXV-2`V,C@N-C4@;0T*`-#(W
M+C8U(#8R.2XQ,R!L#0I3#0HP+C4@1PT*`-#&Q+C0Q(#8R.2XQ,R!M#0HT-3@N
M.#4@-C(Y+C\$S(&P-"COU."XX-2`V,CDN,3,@;0T*`-#4X+C@U(#8R."XV-2!L
M#0I3#0HP(\$-<"COU."XX-2`V,C@N-C4@;0T*`-#&Q+C0Q(#8R."XV-2!L#0HT
M.#\$N-#\$@-C(X+C8U(&T-"COX,2XT,2`V,CDN,3,@;`T*4PT*0E0-"B] &,R`Q
M(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T,#4N,#D@-C\$V+C@Y(%1M#0HH,C(T
M+C`I5&H-"B] &,B`Q(%1F#0HU+C,S,S@+3`N,#0W-B!41`T**\$(Q,"XY*51J
M#0HM,S\$N.#8P,B`M,2XS,S,U(%1\$#0HH06QL;W=A;F-E<R!F;W(@9&5P<F5C
M:6\$T:6JN(&%N9"!D97!L971I;VXI5&H-"B] &,R`Q(%1F#0HR-BXV.3,@,"XP

M-#<V(%1\$#0I;*%PH-S`N,2DM,3(N-BA<*2E=5\$H-"B] & ,B`Q(%1F#0HU+C,S
M,S@@+3`N,#0W-B!41`T*6RA<*#8P+CDI+3\$R+C8H7"DI751*#0I%5`T*, "XU
M(\$<-"COR-RXV-2`U.3DN,3,@;0T*-*`U+C`Y(#4Y.2XQ,R!L#0HT,#4N,#D@
M-3DY+C\$S(&T-"COP-2XP.2`U.3@N-C4@;`T*4PT*,"!`#0HT,#4N,#D@-3DX
M+C8U(&T-"COR-RXV-2`U.3@N-C4@;`T*-*#(W+C8U(#4Y."XV-2!M#0HT,C<N
M-C4@-3DY+C\$S(&P-"E,-"C`N-2!`#0HT.#\$N-#\$@-3DY+C\$S(&T-"COU."XX
M-2`U.3DN,3,@;`T*-*#4X+C@U(#4Y.2XQ,R!M#0HT-3@N.#4@-3DX+C8U(&P-
M"E,-"C`@1PT*-*#4X+C@U(#4Y."XV-2!M#0HT.#\$N-#\$@-3DX+C8U(&P-"COX
M,2XT,2`U.3@N-C4@;0T*-*#Q+C0Q(#4Y.2XQ,R!L#0I3#0I"5`T*,3`N,#<Y
M(#`@,"`Q,"XP-SD@,34Q+C8U(#4X-BXT,2!4;0T*+3`N,#`P,2!48PT*,"XP
M,#`Q(%1W#0HH5\$)404P@4%)/4\$525\$E#4RE4:@T*+T8S(#\$@5&8-"C(U+C\$T
M-3,@,"XP-#<V(%1\$#0HP(%1C#0HH,34S+CDI5&H-"B] & ,B`Q(%1F#0HU+C,S
M,S@@+3`N,#0W-B!41`T**\$U,"XP*51J#0HM,S,N,COQ,R`M,2XS,S,U(%1\$
M#0HM,"XP,#`Q(%1C#0HH24Y615-4345.5%,@24X@05-33T)-051%1"!#3TU0
M04Y)15,I5&H-"B] & ,R`Q(%1F#0HR-RXY,#<T(#`N,#0W-B!41`T*,"!48PT*
M*(S,RXT*51J#0HO1C(@,2!49@T*-2XS,S,X("TP+C`T-S@5\$0-"B@R,S4N
M-"E4:@T*+3,S+C(T,3,@+3\$N,C\$T-"!41`T*+3`N,#`P,2!48PT**\$)42\$52
M(\$@34T544RE4:@T*,2XS.#\$Q("TQ+C,S,S4@5\$0-"C`@5&,-"C`@5`<-"BA0
M<F5P86ED(!`I;G-I;VYS*51J#0HO1C,@,2!49@T*,C<N,#(V-"`P+C`T-S@8
M5\$0-"B@T,"XX*51J#0HO1C(@,2!49@T*-2XS,S,X("TP+C`T-S@8\$5\$0-"B@T
M,"XP*51J#0HM,S(N,S8P,B`M,2XS,S,U(%1\$#0HH36ES8V5L;&%N96]U<RE4
M:@T*+T8S(#\$@5&8-"C(W+C`R-C0@,"XP-#<V(%1\$#0HH,SON-2E4:@T*+T8R
M(#\$@5&8-"C4N,S,S."`M,"XP-#<V(%1\$#0HH,S@N,BE4:@T*150-"C`N-2!`
M#0HT,C<N-C4@-3,P+C`Q(&T-"COP-2XP.2`U,S`N,#\$@;`T*-*`U+C`Y(#4S
M,"XP,2!M#0HT,#4N,#D@-3(Y+C4S(&P-"E,-"C`@1PT*-*`U+C`Y(#4R.2XU
M,R!M#0HT,C<N-C4@-3(Y+C4S(&P-"COR-RXV-2`U,CDN-3,@;0T*-*#(W+C8U
M(#4S,"XP,2!L#0I3#0HP+C4@1PT*-*#Q+C0Q(#4S,"XP,2!M#0HT-3@N.#4@
M-3,P+C`Q(&P-"COU."XX-2`U,S`N,#\$@;0T*-*#4X+C@U(#4R.2XU,R!L#0I3
M#0HP(\$<-"COU."XX-2`U,CDN-3,@;0T*-*#Q+C0Q(#4R.2XU,R!L#0HT.#\$N
M-#\$@-3(Y+C4S(&T-"COX,2XT,2`U,S`N,#\$@;`T*4PT*0E0-"C\$P+C`W.2`P
M(#`@,3`N,#<Y(\$@U,2XV-2`U,3<N,CD@5&T-"BTP+C`P,#\$@5&,-"C`N,#`P
M,2!4=PT**%1/5\$,(\$)42\$52(\$@34T544RE4:@T*+T8S(#\$@5&8-"C(U+C8T
M-3,@,"XP-#<V(%1\$#0HP(%1C#0HH-S4N,RE4:@T*+T8R(#\$@5&8-"C4N,S,S
M."`M,"XP-#<V(%1\$#0HH-S@N,BE4:@T*150-"C`N-2!`#0HT,C<N-C4@-3\$S
M+COU(&T-"COP-2XP.2`U,3,N-#4@;`T*-*`U+C`Y(#4Q,RXT-2!M#0HT,#4N
M,#D@-3\$R+CDW(&P-"E,-"C`@1PT*-*`U+C`Y(#4Q,BXY-R!M#0HT,C<N-C4@
M-3\$R+CDW(&P-"COR-RXV-2`U,3(N.3<@;0T*-*#(W+C8U(#4Q,RXT-2!L#0I3
M#0HP+C4@1PT*-*#Q+C0Q(#4Q,RXT-2!M#0HT-3@N.#4@-3\$S+COU(&P-"COU
M."XX-2`U,3,N-#4@;0T*-*#4X+C@U(#4Q,BXY-R!L#0I3#0HP(\$<-"COU."XX
M-2`U,3(N.3<@;0T*-*#Q+C0Q(#4Q,BXY-R!L#0HT.#\$N-#\$@-3\$R+CDW(&T-
M"COX,2XT,2`U,3,N-#4@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(\$@U
M,2XV-2`U,#`N-S,@5&T-"BTP+C`P,#\$@5&,-"BA43U1!3"!4U-%5,I5&H-
M"B] & ,R`Q(%1F#0HR-"XV-#4R(#`N,#0W-B!41`T*,"!48PT**"0V-SDN-RE4
M:@T*+T8R(#\$@5&8-"C4N,S,S."`M,"XP-#<V(%1\$#0HH)#<R,RXX*51J#0I%
M5`T*,"XU(&<-"COP-2XP.2`T.38N.#D@,C(N-38@+3(N.#@<F4-"F8-"COU
M."XX-2`T.38N.#D@,C(N-38@+3(N.#@<F4-"F8-"D)4#0HQ,B`P(#`@,3(@
M,S`P+C(Q(#0V-RXQ,R!4;0T*,"!G#0HH,S4@*51J#0I%5`T*96YD<W1R96%M
M#0IE;F108FH-"C,@,"!08FH-"CP`#0HO4`)08U-E="!;+U!\$1B`05&5X="! =
M#0HO1F]N="`\/`T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"CX^#0HO17AT1U-T
M871E(#P`#0HO1U,Q(#@E,"!2#0H^/@T*/CX-"F5N9&]B:@T*.2`P(#]B:@T
M/#P-"B] & ,96YG=&@-30R-0T*/CX-"G-T<F5A;0T*0E0-"B] & ,B`Q(%1F#0HQ
M,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&<-"B] `4S\$@9W,-"C`@5&,-
M"C`@5`<-"B@@"`@("`@("`@("`@("`@("I5&H-"B] & ,R`Q(%1F#0HP("TR
M+C,V(%1\$#0HH4W1A=&5M96YT(&]F(\$-O;G-O;&ED871E9"!&:6YA;F-I86P@
M4&]S:71I;VXI5&H-"B] & ,B`Q(%1F#0HP("TQ+C\$V(%1\$#0HH0VQE=F5I86YD
M+4-L:69F<R!);F,@86YD(\$-O;G-O;&ED871E9"!3=6)S:61I87)I97,*51J
M#0HU+C@T("TQ+C\$R(%1\$#0HQ+C\$S(%1C#0I;*`@("`I+3\$X,COP*`I+3(P
M**`I,S0P**`I+3@P,@@*3,T,@@*2TR,@@*3,T,@@*2TX,#`H("E=5\$H-
M"C\$P+C`W.2`P(#`@,3`N,#<Y(#0S,2XP,2`X.3,N-C\$@5&T-"C`@5&,-"BA<
M*\$EN(\$UI;&QI;VYS7"DI5&H-"BTP+C\$Q.3\$@+3\$N,3\$Y,B!41`T**\$1E8V5M
M8F5R(#,Q*51J#0I%5`T*,"XU(\$<-"C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP
M(&0-"C\$@:2`-"C4Q-BXT-2`X-S@N-#D@;0T*,SDW+C8U(#@W."XT.2!L#0HS
M.3<N-C4@.#<X+C0Y(&T-"C,Y-RXV-2`X-S@N,#\$@;`T*4PT*,"!`#0HS.3<N
M-C4@.#<X+C`Q(&T-"C4Q-BXT-2`X-S@N,#\$@;`T*-3\$V+COU(#@W."XP,2!M
M#0HU,38N-#4@.#<X+C0Y(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@
M,"`Q,"XP-SD@-#\$S+C`Q(#@V-BXR-2!4;0T**\$Y.3DI5&H-"B] & ,B`Q(%1F
M#0HV+C<S.#<@+3`N,#0W-B!41`T**\$Y.3@I5&H-"D54#0HP+C4@1PT*-*0X
M+C4S(#@V,2XY,R!M#0HS.3<N-C4@.#8Q+CDS(&P-"C,Y-RXV-2`X-C\$N.3,@
M;0T*,SDW+C8U(#@V,2XT-2!L#0I3#0HP(\$<-"C,Y-RXV-2`X-C\$N-#4@;0T*
M-#0X+C4S(#@V,2XT-2!L#0HT-#@N-3,@.#8Q+COU(&T-"COT."XU,R`X-C\$N
M.3,@;`T*4PT*,"XU(\$<-"C4Q-BXT-2`X-C\$N.3,@;0T*-*#8U+C4W(#@V,2XY
M,R!L#0HT-C4N-3<@.#8Q+CDS(&T-"C0V-2XU-R`X-C\$N-#4@;`T*4PT*,"!`
M#0HT-C4N-3<@.#8Q+COU(&T-"C4Q-BXT-2`X-C\$N-#4@;`T*-3\$V+COU(#@V
M,2XT-2!M#0HU,38N-#4@.#8Q+CDS(&P-"E,-"D)4#0HO1C@,2!49@T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@.34N-S,@.#0Y+C8Y(%1M#0HM,"XP,#`Q(%1C#0HP
M+C`P,#\$@5`<-"BA,24%"24Q)5\$E#4R!!3D0@4TA!4D5(3TQ\$15)37#(R,B!%
M455)5%DI5&H-"B] & ,B`Q(%1F#0HP("TQ+C(V,B!41`T**\$-54E)%3E0@3\$E!
MODE,251)15,I5&H-"C\$N-C0S("TQ+C,S,S4@5\$0-"C`@5&,-"C`@5`<-"BA4
M<F%D92!A8V-O=6YT<R!P87EA8FQE*51J#0HO1C@,2!49@T*,CDN,#4P-"`P
M+C`T-S@8\$5\$0-"ELH)"DM,3,S,RXU*#DN."E=5\$H-"B] & ,B`Q(%1F#0HV+C<S
M.#<@+3`N,#0W-B!41`T*6R@D*2TX,S,N-2@Q-"XX*5U42@T*+3,U+C<X.3\$@
M+3\$N,S,S-2!41`T**%A>6%B;&5S('!0(&%S<V]C:6%T960@8V]M<%&N:65S
M*51J#0HO1C@,2!49@T*,S`N,S@S.2`P+C`T-S@8\$5\$0-"B@Q.2XS*51J#0HO
M1C(@,2!49@T*-BXW,S@W("TP+C`T-S@8\$5\$0-"B@R,RXU*51J#0HM,S<N,3(R
M-B`M,2XS,S,U(%1\$#0HH06-C<G5E9"!E>!E;G-E<RE4:@T*+T8T(#\$@5&8-

M"C,P+C,X,SD@,"XP-#<V(%1\$#0HH,S`N,RE4:@T*+T8R(\$@5&8-"C8N-S,X
M-R`M,"XP-#<V(%1\$#0HH,C@N,BE4:@T*+3,W+C\$R,C8@+3\$N,S,S-2!41`T*
M*%-T871E(&N9"!L;V-A;"!T87AE<R!P87EA8FQE*51J#0HO1C0@,2!49@T*
M,S`N.#@S.2`P+C`T-S8@5\$0-"B@Y+C@I5&H-"B]&,B`Q(%1F#0HV+C(S.#<@
M+3`N,#0W-B!41`T**#\$P+C,I5&H-"BTS-RXQ,C(V("TQ+C,S,S4@5\$0-"BA/
M=&AE<BE4:@T*+T8T(\$@5&8-"C,P+C@X,SD@,"XP-#<V(%1\$#0HH-"XU*51J
M#0HO1C(@,2!49@T*-BXW,S@W("TP+C`T-S8@5\$0-"B@W+C,I5&H-"D54#0HP
M+C4@1PT*-#,V+C`U(#<V-2XY,R!M#0HT,3`N,3,@-S8U+CDS(&P-"C0Q,"XQ
M,R`W-C4N.3,@;0T*-\$P+C\$S(#<V-2XT-2!L#0I3#0HP(\$<-"C0Q,"XQ,R`W
M-C4N-#4@;0T*-#,V+C`U(#<V-2XT-2!L#0HT,S8N,#4@-S8U+C@W(&T-"C0S
M-BXP-2`W-C4N.3,@;`T*4PT*,"XU(\$<-"C4P,RXY-R`W-C4N.3,@;0T*-#<X
M+C`U(#<V-2XY,R!L#0HT-S@N,#4@-S8U+CDS(&T-"COW."XP-2`W-C4N-#4@
M;`T*4PT*,"!`!#0HT-S@N,#4@-S8U+C@W(&T-"C4P,RXY-R`W-C4N-#4@;`T*
M-3`S+CDW(#<V-2XT-2!M#0HU,#N.3<@-S8U+CDS(&P-"E,-"D)4#0HQ,"XP
M-SD@,"`P(\$P+C`W.2`Q,C@N.#4@-S4S+C(Q(%1M#0HM,"XP,#`Q(%1C#0HP
M+C`P,#\$@5`<-"BA43U1!3"!#55)214Y4(\$Q)04)3\$E42453*51J#0HO1C0@
M,2!49@T*,C@N-SOP."`P+C`T-S8@5\$0-"C`@5&,-"B@W,RXW*51J#0HO1C@
M,2!49@T*-BXW,S@W("TP+C`T-S8@5\$0-"B@X-"XQ*51J#0HM,S@N-S8U-B`M
M,2XS,S,U(%1\$#0HM,"XP,#`Q(%1C#0HH3\$].1RU415)-(\$!0E0I5&H-"B]&
M-"`Q(%1F#0HS,BXP,C8Y(#`N,#0W-B!41`T*,"!48PT**#<P+C`I5&H-"B]&
M,B`Q(%1F#0HV+C<S.#<@+3`N,#0W-B!41`T**#<P+C`I5&H-"BTS."XW-C4V
M("TP+C,S,S4@5\$0-"BTP+C`P,#\$@5&,-"BA03U-414U03\$]9345.5"!14Y
M1DE4(\$Q)04)3\$E42453*51J#0HO1C0@,2!49@T*,S(N,#(V.2`P+C`T-S8@
M5\$0-"C`@5&,-"B@V."XQ*51J#0HO1C(@,2!49@T*-BXW,S@W("TP+C`T-S8@
M5\$0-"B@W,"XU*51J#0HM,S@N-S8U-B`M,2XS,S,U(%1\$#0HM,"XP,#`Q(%1C
M#0HH3U1(15(@3\$E!0DE,251)15,I5&H-"B]&-"`Q(%1F#0HS,BXP,C8Y(#`N
M,#0W-B!41`T*,"!48PT**#8P+C8I5&H-"B]&,B`Q(%1F#0HV+C<S.#<@+3`N
M,#0W-B!41`T**#8Q+C8I5&H-"B]&-2`Q(%1F#0HM,S@N-S8U-B`M,2XR,30T
M(%1\$#0HM,"XP,#`Q(%1C#0HH4TA!4D5(3TQ\$15)37#(R,B!%455)5%DI5&H-
M"C\$N-COS("TQ+C(Q-#0@5\$0-"C`@5&,-"C`@5`<-"BA0<F5F97)R960@4W1O
M8VLI5&H-"C\$N-COS("TQ+C(Q-#0@5\$0-"BA#;&S<R!(%PR,C<@;F\@<&%R
M('9A;'5E*51J#0HQ+C8T,R`M,2XR,30T(%1\$#0HH075T:&]R:7IE9"`M(#4P
M,"PP,#`@<VAA<F5S.R!I<W-U960@;F]N92E4:@T*+3\$N-COS("TQ+C(Q-#0@
M5\$0-"BA#;&S<R!"(%PR,C<@;F\@<&%R('9A;'5E*51J#0HQ+C8T,R`M,2XR
M,30T(%1\$#0HH075T:&]R:7IE9"`M(#0L,#`P+#`P,"!S:&%R97,[(&ES<W5E
M9"!N;VYE*51J#0HM,RXR.#8@+3\$N,C\$T-"!41`T**\$-O;6UO;B!3:&%R97,@
M7#(R-R!P87(@=F%L=64@)#\$@82!S:&%R92E4:@T*,2XV-#,@+3\$N,C\$T-"!4
M1`T**\$U=&AO<FEZ960@+2`R."PP,#`L,#`P('`-H87)E<SLI5&H-"C`@+3\$N
M,S,S-2!41`T**\$ES<W5E9"`M(\$V+@R-RPY-#\$@<VAA<F5S*51J#0HO1C,@
M,2!49@T*,C@N-SOP."`P+C`T-S8@5\$0-"B@Q-BXX*51J#0HO1C4@,2!49@T*
M-BXW,S@W("TP+C`T-S8@5\$0-"B@Q-BXX*51J#0HM,S<N,3(R-B`M,2XS,S,U
M(%1\$#0HH0V\$P:71A;"!I;B!E>&-E<W,@;V8@<&%R('9A;'5E(&]F('`-H87)E
M<RE4:@T*+T8S(\$@5&8-"C,P+C,X,SD@,"XP-#<V(%1\$#0HH-C<N,2E4:@T*
M+T8U(\$@5&8-"C8N-S,X-R`M,"XP-#<V(%1\$#0HH-S`N.2E4:@T*+3,W+C\$R
M,C8@+3\$N,S,S-2!41`T***)E=&%I;F5D(&EN8V]M92E4:@T*+T8S(\$@5&8-
M"C(Y+C@X,S@@,"XP-#<V(%1\$#0HH-3`Q+C,I5&H-"B]&-2`Q(%1F#0HV+C<S
M.#<@+3`N,#0W-B!41`T**#4Q,RXR*51J#0HM,S8N-C(R-2`M,2XR,30T(%1\$
M#0HH0V]S="!O9B`V+##\$X,"PW-#(@0V]M;6]N(%-H87)E<R!I;BE4:@T*,2XV
M-#,@+3\$N,S,S-2!41`T**%1R96\$S=7)Y(%PH,3DY."`M(#4L-C<W+#(X-R!S
M:&%R97-[<]*2E4:@T*+T8S(\$@5&8-"C(W+CDP-SO@,"XP-#<V(%1\$#0I;*\$PH
M,3<Q+C4I+3\$R+C<H7"DI751*#0HO1C4@,2!49@T*-BXW,S@W("TP+C`T-S8@
M5\$0-"ELH7"Q-34N.2DM,3(N-RA<*2E=5\$H-"BTS-BXR.#DR("TQ+C,S,S4@
M5\$0-"BA!8V-U;75L871E9"!=&AE<B!C;VUP<F5H96YS:79E(&QO<W,L(&YE
M="!O9B!T87@I5&H-"B]&,R`Q(%1F#0HS,"XU-3`U(#`N,#0W-B!41`T*6RA<
M*#4N,BDM,3(N-2A<*2E=5\$H-"B]&-2`Q(%1F#0HV+C<S.#<@+3`N,#0W-B!4
M1`T*6RA<*#0N,RDM,3(N-2A<*2E=5\$H-"BTS-RXR.#DS("TQ+C,S,S4@5\$0-
M"BA5;F5A<FYE9"!C;VUP96YS871I;VXI5&H-"B]&,R`Q(%1F#0HS,"XU-3`U
M(#`N,#0W-B!41`T*6RA<*#N,BDM,3(N-2A<*2E=5\$H-"B]&-2`Q(%1F#0HV
M+C<S.#<@+3`N,#0W-B!41`T*6RA<*#N,2DM,3(N-2A<*2E=5\$H-"D54#0HP
M+C4@1PT*-#,V+C`U(#4Q."XR-2!M#0HT,3`N,3,@-3\$X+C(U(&P-"C0Q,"XQ
M,R`U,3@N,C4@;0T*-\$P+C\$S(#4Q-RXW-R!L#0I3#0HP(\$<-"C0Q,"XQ,R`U
M,3<N-S<@;0T*-#,V+C`U(#4Q-RXW-R!L#0HT,S8N,#4@-3\$W+C@W(&T-"C0S
M-BXP-2`U,3@N,C4@;`T*4PT*,"XU(\$<-"C4P,RXY-R`U,3@N,C4@;0T*-#<X
M+C`U(#4Q."XR-2!L#0HT-S@N,#4@-3\$X+C(U(&T-"COW."XP-2`U,3<N-S<@
M;`T*4PT*,"!`!#0HT-S@N,#4@-3\$W+C@W(&T-"C4P,RXY-R`U,3<N-S<@;`T*
M-3`S+CDW(#4Q-RXW-R!M#0HU,#N.3<@-3\$X+C(U(&P-"E,-"D)4#0HQ,"XP
M-SD@,"`P(\$P+C`W.2`Q,C@N.#4@-3`U+C4S(%1M#0HM,"XP,#`Q(%1C#0HP
M+C`P,#\$@5`<-"BA43U1!3"!32\$%214A/3\$1%4E-<,C(R(\$5154E462E4:@T*
M+T8S(\$@5&8-"C(X+C(T,@@,"XP-#<V(%1\$#0HP(%1C#0HH-#`W+C,I5&H-
M"B]&-2`Q(%1F#0HV+C<S.#<@+3`N,#0W-B!41`T**#OS-RXV*51J#0I5`T*
M,"XU(\$<-"COS-BXP-2`U,#\$N-CD@;0T*-\$P+C\$S(#4P,2XV.2!L#0HT,3`N
M,3,@-3`Q+C8Y(&T-"C0Q,"XQ,R`U,#\$N,C\$@;`T*4PT*,"!`!#0HT,3`N,3,@
M-3`Q+C(Q(&T-"COS-BXP-2`U,#\$N,C\$@;`T*-#,V+C`U(#4P,2XR,2!M#0HT
M,S8N,#4@-3`Q+C8Y(&P-"E,-"C`N-2!`!#0HU,#N.3<@-3`Q+C8Y(&T-"COW
M."XP-2`U,#\$N-CD@;`T*-#<X+C`U(#4P,2XV.2!M#0HT-S@N,#4@-3`Q+C(Q
M(&P-"E,-"C`@1PT*-#<X+C`U(#4P,2XR,2!M#0HU,#N.3<@-3`Q+C(Q(&P-
M"C4P,RXY-R`U,#\$N,C\$@;0T*-3`S+CDW(#4P,2XV.2!L#0I3#0I"5`T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@,3(X+C@U(#0X."XY-R!4;0T*+3`N,#`P,2!48PT*
M*%1/5\$,(\$Q)04)3\$E42453(\$%.1"!32\$%214A/3\$1%4E-<,C(R(\$5154E4
M62E4:@T*+T8S(\$@5&8-"C(W+C0P-SO@,"XP-#<V(%1\$#0HP(%1C#0I;*\$OI
M+3,S,RXT*#8W.2XW*5U42@T*+T8U(\$@5&8-"C8N-S,X-R`M,"XP-#<V(%1\$
M#0I;*\$OI+3,S,RXT*#<R,RXX*5U42@T*150-"C`N-2!G#0HT,3`N,3,@-#@U
M+C\$S(#(U+CDR("TR+C@X(')E#0IF#0HT-S@N,#4@-#@U+C\$S(#(U+CDR("TR
M+C@X(')E#0IF#0I"5`T*+T8R(\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`T-34N
M,S<@5&T-"C`@9PT*,"!4=PT**%-E92!N;W1E<R!T;R!C;VYS;VQI9&%T960@

M9FEN86YC:6%L(' -T871E;65N=' ,N("E4:@T*,C(N.#@@+3(N,R!41`T**#,V
M("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V)J#0HQ,"`P(&]B:@T*/#P-"B]0
M<F]C4V5T(%L04\$1&(")497AT(%T-"B] &;VYT(#P\#0HO1C(@-"`P(%("-B] &
M,R`U(#`@4@T*+T8T(##Q(#`@4@T*+T8U(#\$R(#`@4@T*/CX-"B] %>'1'4W1A
M=&4@/#P-"B]'4S\$@-B`P(%("-CX^#0H^/@T*96YD;V)J#0HQ,R`P(&]B:@T*
M/#P-"B]4>7!E(") (86QF=&]N90T*+TAA;&9T;VYE5'EP92`Q#0HO2&%L9G1O
M;F5.86UE("A\$969A=6QT*0T*+T9R97%U96YC>2`V,`T*+T%N9VQE(#0U#0HO
M4W!O=#9U;F-T:6]N(")2;W5N9`T*/CX-"F5N9&]B:@T*-B`P(&]B:@T*/#P-
M+T1E9F%U;'-O-"CX^#0IE;F108FH-"C0@,"!08FH-"CP\#0HO5'EP92`01F]N
M="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`01C(-"B]"87-E1F]N="`05&EM
M97,M4F]M86X-"CX^#0IE;F108FH-"C4@,"!08FH-"CP\#0HO5'EP92`01F]N
M="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`01C,-"B]"87-E1F]N="`05&EM
M97,MOF]L9`T*/CX-"F5N9&]B:@T*,3\$@,"!08FH-"CP\#0HO5'EP92`01F]N
M="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`01C0-"B]%;F-O9&EN9R`Q-"`P
M(%(-"B]"87-E1F]N="`05&EM97,MOF]L9`T*/CX-"F5N9&]B:@T*,3(,"!O
M8FH-"CP\#0HO5'EP92`01F]N="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`O
M1C4-"B]%;F-O9&EN9R`Q-"`P(%(-"B]"87-E1F]N="`05&EM97,M4F]M86X-
M"CX^#0IE;F108FH-"C\$T(#`@;V)J#0H\`/`T*+U1Y<&4@+T5N8V]D:6YG#0HO
M1&EF9F5R96YC97,@R`P+V=R879E+V% C=71E+V-I<F-U;69L97@O=&EL9&4O
M;6%C<F]N+V)R979E+V1O=&C8V5N="]D:65R97-I<PT*+W)I;F<O8V5D:6QL
M82]H=6YG87)U;6QA=700;V=O;F5K+V-A<F]N+V1O=&QE<W-I+V9I+V9L#0HO
M3'-L87-H+VQS;&%S:"]:8V%R;VXO>F-A<F]N+VUI;G5S(#,Y+W%U;W1E<VEN
M9VQE(#DV+V=R879E(##\$,"]Q=6]T97-I;F=L8F%S90T*+V9L;W)I;B]Q=6]T
M961B;&A)V<4096QL:7!S:7,09&%G9V5R+V1A9V=E<F1B;"]C:7)C=6UF;&5X
M+W!E<G1H;W5S86YD+U-C87)O;@T*+V=U:6QS:6YG;&QE9G003T4@,30U+W%U
M;W1E;&5F="]Q=6]T97)I9VAT+W%U;W1E9&L;&5F="]Q=6]T961B;')I9VAT
M+V)U;&QE="]E;F1A<V@-"B]E;61A<V@O=&EL9&4O=")A9&5M87)K+W-C87)O
M;B]G=6EL<VEN9VQR:6=H="]O92`Q-3D0661I97)E<VES(#\$V-"]C=7)R96YC
M>0T* (#\$V-B]B<F]K96YB87(@,38X+V1I97)E<VES+V-O<'ER:6=H="]O<F1F
M96UI;FEN92`Q-S(O;&]G:6-A;&YO="]H>7!H96XO<F5G:7-T97)E9"]M86-R
M;VX-"B]D96=R9640<&QU<VUI;G5S+W1W;W-U<&5R:6]R+W1H<F5E<W5P97)I
M;W(O86-U=&4O;74@,3@S+W!E<FEO9&-E;G1E<F5D+V-E9&EL;&\$-"B]O;F5S
M=7!E<FEO<B]O<F1M87-C=6QI;F4@,3@X+V]N97%U87)T97(O;VYE:&%L9B]T
M:')E97%U87)T97)S(##\$Y,B]!9W)A=F4006%C=71E+T% C:7)C=6UF;&5X#0HO
M071I;&1E+T%D:65R97-I<R]!<FEN9R]!12]#8V5D:6QL82]9W)A=F4016%C
M=71E+T5C:7)C=6UF;&5X#0HO161I97)E<VES+TEG<F%V92])86-U=&4O26-I
M<F-U;69L97@O261I97)E<VES+T5T:"].=&EL9&4O3V=R879E#0HO3V% C=71E
M+T]C:7)C=6UF;&5X+T]T:6QD92]/9&EE<F5S:7,O;75L=&EP;'DO3W-L87-H
M+U5G<F%V92]586-U=&4-"B]58VER8W5M9FQE>"]59&EE<F5S:7,O66%C=71E
M+U1H;W)N+V=E<FUA;F1B;' ,O86=R879E+V%A8W5T92]A8VER8W5M9FQE>`T*
M+V%T:6QD92]A9&EE<F5S:7,O87)I;F<O86408V-E9&EL;&\$O96=R879E+V5A
M8W5T92]E8VER8W5M9FQE>`T*+V5D:65R97-I<R]I9W)A=F4O:6%C=71E+VEC
M:7)C=6UF;&5X+VED:65R97-I<R]E=&@O;G1I;&1E+V]G<F%V90T*+V]A8W5T
M92]O8VER8W5M9FQE>"]O=&EL9&4O;V1I97)E<VES+V1I=FED92]O<VQA<V@O
M=6=R879E+W5A8W5T90T*+W5C:7)C=6UF;&5X+W5D:65R97-I<R]Y86-U=&4O
M=&AO<FXO>61I97)E<VES#0I=#0H^/@T*96YD;V)J#0HQ(#`@;V)J#0H\`/`T*
M+U1Y<&4@+U1A9V4-"B]O87)E;G0@-R`P(%(-"B]297-O=7)C97,@,R`P(%(-
M"B]#;VYT96YT<R`R(#`@4@T*/CX-"F5N9&]B:@T*."`P(&]B:@T*/#P-"B]4
M>7!E("]O86=E#0HO4&%R96YT(<@,@,"!2#0HO4F5S;W5R8V5S(##\$P(#`@4@T*
M+T-O;G1E;G1S(#D@,"!2#0H^/@T*96YD;V)J#0HW(#`@;V)J#0H\`/`T*+U1Y
M<&4@+U1A9V5S#0HO2VED<R!; ,2`P(%(@."`P(%=#0HO0V]U;G0@,@T*+TUE
M9&EA0F]X(%LP(#`@-C\$R(##\$P,#A=#0H^/@T*96YD;V)J#0HQ-2`P(&]B:@T*
M/#P-"B]4>7!E("]#871A;&]G#0HO4&%G97,@-R`P(%(-"CX^#0IE;F108FH-
M"C\$V(#`@;V)J#0H\`/`T*+T-R96%T:6]N1&%T92`H1#HQ.3\$P,#`S,38Q-C\$Q
M-#8I#0HO4')O9'5C97(@*%PS-S9<,S<W7#`P,\$%<,#`P8UPE,#!R7#`P,&]<
M,#`P8EPP,#!A7#`P,'1<,#`P(%PP,#!\$7#`P,&E<,#`P<UPE,#!T7#`P,&E<
M,#`P;%PP,#!L7#`P,&5<,#`P<EPP,#`@7#`P,#-<,#`P+EPP,#`P7#`P,(I
M#0H^/@T*96YD;V)J#0IX<F5F#0HP(##\$W#0HP,#`P,#`P,#`P(#8U-3,U(&8-
M"C`P,#`P,3,T.#<@,#`P,#`@;@T*,#`P,#`P,#`Q-R`P,#`P,"!N#0HP,#`P
M,#`U.#8P(#`P,#`P(&X-"C`P,#`P,3\$X,3(@,#`P,#`@;@T*,#`P,#`Q,3DP
M,B`P,#`P,"!N#0HP,#`P,#\$Q-S,S(#`P,#`P(&X-"C`P,#`P,3,V-C0@,#`P
M,#`@;@T*,#`P,#`Q,S4W-2`P,#`P,"!N#0HP,#`P,#`U.3<V(#`P,#`P(&X-
M"C`P,#`P,3\$T-3D@,#`P,#`@;@T*,#`P,#`Q,3DY,2`P,#`P,"!N#0HP,#`P
M,#\$R,#DY(#`P,#`P(&X-"C`P,#`P,3\$V,#`@,#`P,#`@;@T*,#`P,#`Q,C(P
M."`P,#`P,"!N#0HP,#`P,#\$S-S8P(#`P,#`P(&X-"C`P,#`P,3,X,38@,#`P
M,#`@;@T*='A):6QE<@T*/#P-"B]3:7IE(##\$W#0HO4F]O="`Q-2`P(%("-B])
M;F90(##\$V(#`@4@T*+TES(%L\&-P8S5D8V4X-3DR938S-V0Y,35F86)C8S!F
M,S!F-&0^/#1C,&,U9&-E.#4Y,F4V,S=D.3\$U9F%B8V,P9C,P9C1D/ET-"CX^
#;#OIS=&%R='AR968-"C\$T,#`Y#0HE)45/1@T*

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX_3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`W,#`V#0H^
M/@T*+W1R96#M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-#DN
M-S<@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`I5&H-"C0Q+C,V
M("TR+C,@5\$0-"BA%>A18FET(#\$S7"AD7"D@*51J#0H01C,@,2!49@T*+30Q
M+C,V("TR+C,V(%1\$#0HH4W1A=&5M96YT(&JF(\$-O;G-O;&ED871E9"!);F-O
M;64I5&H-"B] & ,B`Q(%1F#0HP("TQ+C\$V(%1\$#0HH0VQE=F5L86YD+4-L:69F
M<R<!) ;F,@86YD(\$-O;G-O;&ED871E9"!3=6)S:61I87)I97,@*51J#0HU+C@T
M("TQ+C\$R(%1\$#0HP+C@W(%1C#0I;*`I.#`P*`I-S(P*`I+3\$U,#`P*`I
M.#8P*`*`@*2TW.#`H("I+3\$V-C`H("I+3<X,"@@("DM,38V,"@@("DM-S@P
M*`I751*#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S,C4N,3<@.#4T+C<S(%1M#0HP
M(%1C#0HH7"A);B!-:6QL:6]N<RP@17AC97!T(%!E<B!3:&%R92!!;6]U;G1S
M7"DI5&H-"C,N,#<Q-R`M,2XQ,3DR(%1\$#0HH665A<B!%;F1E9"!\$96-E;6)E
M<B`S,2E4:@T*150-"C`N-2!'#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D
M#0HQ(&D@#0HU,38N-#4@.#,Y+C8Q(&T-"C,P,"XY,R`X,SDN-C\$@;`T*,S`P
M+CDS(#@S.2XV,2!M#0HS,#`N.3,@.#,Y+C\$S(&P-"E,-"C`@1PT*,S`P+CDS
M(#@S.2XQ,R1M#0HU,38N-#4@.#,Y+C\$S(&P-"C4Q-BXT-2`X,SDN,3,@;0T*
M-3\$V+COU(#@S.2XV,2!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@
M,3`N,#<Y(#,Q-2XU-R`X,C<N,S<@5&T-"B@Q.3DY*51J#0H01C(@,2!49@T*
M."XR,S@Y("TP+C`T-S8@5\$0-"ELH,3DY."DM-C(S.2@Q.3DW*5U42@T*150-
M`C`N-2!'#0HS-3`N,S<@.#(S+C`U(&T-"C,P,"XY,R`X,C,N,#4@;`T*,S`P
M+CDS(#@R,RXP-2!M#0HS,#`N.3,@.#(R+C4W(&P-"E,-"C`@1PT*,S`P+CDS
M(#@R,BXU-R1M#0HS-3`N,S<@.#(R+C4W(&P-"C,U,"XS-R`X,C(N-3<@;0T*
M,S4P+C,W(#@R,RXP-2!L#0I3#0HP+C4@1PT*-*#S+COQ(#@R,RXP-2!M#0HS
M.#,N.3<@.#(S+C`U(&P-"C,X,RXY-R`X,C,N,#4@;0T*,\$@S+CDW(#@R,BXU
M-R!L#0I3#0HP(\$<-"C,X,RXY-R`X,C(N-3<@;0T*-*#S+COQ(#@R,BXU-R!L
M#0HT,S,N-#S@.#(R+C4W(&T-"C0S,RXT,2`X,C,N,#4@;`T*4PT*,"XU(\$<-
M"C4Q-BXT-2`X,C,N,#4@;0T*-*#8W+C`Q(#@R,RXP-2!L#0HT-C<N,#\$@.#(S
M+C`U(&T-"COV-RXP,2`X,C(N-3<@;`T*4PT*,"!`#0HT-C<N,#\$@.#(R+C4W
M(&T-"C4Q-BXT-2`X,C(N-3<@;`T*-3\$V+COU(#@R,BXU-R!M#0HU,38N-#4@
M.#(S+C`U(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Y-2XW,R`X,3\$N
M-3,@5&T-"BTP+C`P,#\$@5&,"BA2159%3E5%4RE4:@T*,"XS.#\$@+3\$N,S,S
M-2!41`T*,"!48PT**!R;V1U8W0@<V\$L97,@86YD('E<G9I8V5S*51J#0HO
M1C,@,2!49@T*,C`N.#\$Q-2`P+C`T-S8@5\$0-"B@D,S`U+C<I5&H-"B] & ,B`Q
M(%1F#0HX+C(S.#D@+3`N,#0W-B!41`T*6R@D-#0T+C\$1+34T.#DH)#,Y,2XT
M*5U42@T*+3(Y+C`U,#0@+3\$N,S,S-2!41`T***)O>6%L=&EE<R!A;F0@;6%N
M86=E;65N="!F965S*51J#0H01C,@,2!49@T*,C\$N.#\$Q-B`P+C`T-S8@5\$0-
M"B@T."XU*51J#0H01C(@,2!49@T*."XR,S@Y("TP+C`T-S8@5\$0-"ELH-#DN
M-RDM-COX.2@T-RXU*5U42@T*150-"C`N-2!'#0HS,S8N.3,@-S@P+C@Q(&T-
M"C,Q-"XS-R`W.#`N.#\$@;`T*,S\$T+C,W(#<X,"XX,2!M#0HS,30N,S<@-S@P
M+C,S(&P-"E,-"C`@1PT*,S\$T+C,W(#<X,"XS,R!M#0HS,S8N.3,@-S@P+C,S
M(&P-"C,S-BXY,R`W.#`N,S,@;0T*,S,V+CDS(#<X,"XX,2!L#0I3#0HP+C4@
M1PT*-*#SY+CDW(#<X,"XX,2!M#0HS.3<N-#S@-S@P+C@Q(&P-"C,Y-RXT,2`W
M.#`N.#\$@;0T*,SDW+COQ(#<X,"XS,R!L#0I3#0HP(\$<-"C,Y-RXT,2`W.#`N
M,S,@;0T*-*#SY+CDW(#<X,"XS,R!L#0HT,3DN.3<@-S@P+C,S(&T-"COQ.2XY
M-R`W.#`N.#\$@;`T*4PT*,"XU(\$<-C4P,RXP,2`W.#`N.#\$@;0T*-*#P+C0U
M(#<X,"XX,2!L#0HT.#`N-#4@-S@P+C@Q(&T-"COX,"XT-2`W.#`N,S,@;`T*
M4PT*,"!`#0HT.#`N-#4@-S@P+C,S(&T-"C4P,RXP,2`W.#`N,S,@;`T*-3`S
M+C`Q(#<X,"XS,R!M#0HU,#,N,#\$@-S@P+C@Q(&P-"E,-"D)4#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`Q,#0N,S<@-S8X+C`Y(%1M#0HH5&]T86P@3W!E<F%T:6YG
M(%E=F5N=65S*51J#0H01C,@,2!49@T*,C`N.#,U,R`P+C`T-S8@5\$0-"B@S
M-30N,BE4:@T*+T8R(#\$@5&8-"C@N,C,X.2`M,"XP-#<V(%1\$#0I;*#0Y,RXX
M*2TU.3@Y*#0S."XY*5U42@T*+3(Y+C4U,#0@+3\$N,S,S-2!41`T**\$EN=&5R
M97-T(&EN8V]M92E4:@T*+T8S(#\$@5&8-"C(R+C,Q,3<@,"XP-#<V(%1\$#0HH
M,RXS*51J#0H01C(@,2!49@T*."XR,S@Y("TP+C`T-S8@5\$0-"ELH-2XT*2TV
M.3@Y*#8N,RE=5\$H-"BTS,"XU-3`U("TQ+C,S,S4@5\$0-"BA/=AE<B!I;F-O
M;64I5&H-"B] & ,R`Q(%1F#0HR,BXS,3\$W(#`N,#0W-B!41`T**#,N,2E4:@T*
M+T8R(#\$@5&8-"C@N,C,X.2`M,"XP-#<V(%1\$#0I;*#0N-RDM-COX."XY*#P
M+CDI751*#0I\$5`T*,"XU(\$<-C,S-BXY,R`W,S<N,S<@;0T*,S\$T+C,W(#<S
M-RXS-R!L#0HS,30N,S<@-S,W+C,W(&T-"C,Q-"XS-R`W,S8N.#D@;`T*4PT*
M,"!`#0HS,30N,S<@-S,V+C@Y(&T-"C,S-BXY,R`W,S8N.#D@;`T*,S,V+CDS
M(#<S-BXX.2!M#0HS,S8N.3,@-S,W+C,W(&P-"E,-"C`N-2!'#0HT,3DN.3<@
M-S,W+C,W(&T-"C,Y-RXT,2`W,S<N,S<@;`T*,SDW+COQ(#<S-RXS-R!M#0HS
M.3<N-#S@-S,V+C@Y(&P-"E,-"C`@1PT*,SDW+COQ(#<S-BXX.2!M#0HT,3DN
M.3<@-S,V+C@Y(&P-"CQ.2XY-R`W,S8N.#D@;0T*-*#SY+CDW(#<S-RXS-R!L
M#0I3#0HP+C4@1PT*-3`S+C`Q(#<S-RXS-R!M#0HT.#`N-#4@-S,W+C,W(&P-
M"COX,"XT-2`W,S<N,S<@;0T*-*#P+C0U(#<S-BXX.2!L#0I3#0HP(\$<-C0X
M,"XT-2`W,S8N.#D@;0T*-3`S+C`Q(#<S-BXX.2!L#0HU,#,N,#\$@-S,V+C@Y
M(&T-"C4P,RXP,2`W,S<N,S<@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y
M(#\$P-"XS-R`W,CON-C4@5&T-"BA4;W1A;"!2979E;G5E<RE4:@T*+T8S(#\$@
M5&8-"C(P+C@S-3,@,"XP-#<V(%1\$#0HH,S8Q+C0I5&H-"B] & ,B`Q(%1F#0HX
M+C(S.#D@+3`N,#0W-B!41`T*6R@U,#,N.2DM-3DX.2@T-38N,2E=5\$H-"BTR
M.2XY,S\$T("TQ+C(Q-#0@5\$0-"BTP+C`P,#\$@5&,"C`N,#`P,2!4=PT**\$-/
M4U13(\$%.1"!%6%!%3E-%4RE4:@T*,"XS.#\$@+3\$N,S,S-2!41`T*,"!48PT*
M,"!4=PT**\$-O<W@;V8@9V]O9',@<V]L9"!A;F0@;W!E<F%T:6YG(&5X<&5N
M<V5S*51J#0H01C,@,2!49@T*,C\$N,S\$Q-B`P+C`T-S8@5\$0-"B@S,3DN,"E4
M:@T*+T8R(#\$@5&8-"C@N,C,X.2`M,"XP-#<V(%1\$#0I;*#Y."XP*2TU.3@Y
M*#U-"XY*5U42@T*+3(Y+C4U,#0@+3\$N,S,S-2!41`T**\$D;6EN:7-T<F%T
M:79E+!"S96QL:6YG(&%N9"!G96YE<F%L(&5X<&5N<V5S*51J#0H01C,@,2!4
M9@T*,C\$N.#\$Q-B`P+C`T-S8@5\$0-"B@Q-BXQ*51J#0H01C(@,2!49@T*."XR
M,S@Y("TP+C`T-S8@5\$0-"ELH,3@N-RDM-COX.2@Q-RXQ*5U42@T*+3,P+C`U
M,#4@+3\$N,S,S-2!41`T**\$5Q=6ET>2!L;W-S(&EN(\$-L:69F<R!A;F0@07-S
M;V-I871E<R!;:6UI=&5D*51J#0H01C,@,2!49@T*,C(N,S\$Q-R`P+C`T-S8@
M5\$0-"B@Y+C\$15&H-"B] & ,B`Q(%1F#0HX+C(S.#D@+3`N,#0W-B!41`T*6R@R

M+C,I+38Y.#DH,2XU*5U42@T*+3,P+C4U,#4@+3\$N,S,S-2!41`T**\$EN=&5R
M97-T(&5X<&5N<V4I5&H-"B] &,R`Q(%1F#OHR,BXS,3\$W(#`N,#0W-B!41`T*
M*#,N-RE4:@T*+T8R(##\$@5&8-"C@N-S,X.2`M,"XP-#<V(%1\$#0I;*`XT*2TV
M.3@X+CDH,BXV*5U42@T*+3,Q+C`U,#8@+3\$N,S,S-2!41`T**\$]T:&5R(&5X
M<&5N<V5S*51J#0H01C,@,2!49@T*,C(N,S\$Q-R`P+C`T-S8@5\$0-"B@X+C@I
M5&H-"B] &,B`Q(%1F#0HW+C<S.##@+3`N,#0W-B!41`T*6R@Q,BXW*2TV.3@Y
M*#<N-"E=5\$H-"D54#0HP+C4@1PT*,S,V+CDS(#8T,2XS-R!M#0HS,30N,S<@
M-C@Q+C,W(&P-"C,Q-"XS-R`V-#N,S<@;0T*,S\$T+C,W(#8T,"XX.2!L#0I3
M#0HP(\$<-"C,Q-"XS-R`V-#N.#D@;0T*,S,V+CDS(#8T,"XX.2!L#0HS,S8N
M.3,@-C@P+C@Y(&T-"C,S-BXY,R`V-#N,S<@;`T*4PT*,"XU(\$<-"C@Q.2XY
M-R`V-#N,S<@;0T*,SDW+C@Q(#8T,2XS-R!L#0HS.3<N-#\$@-C@Q+C,W(&T-
M"C,Y-RXT,2`V-#N.#D@;`T*4PT*,"!`#OHS.3<N-#\$@-C@P+C@Y(&T-"C@Q
M.2XY-R`V-#N.#D@;`T*-\$Y+CDW(#8T,"XX.2!M#0HT,3DN.3<@-C@Q+C,W
M(&P-"E,-"C`N-2!`#0HU,#N,#\$@-C@Q+C,W(&T-"COX,"XT-2`V-#N,S<@
M;`T*-\$@P+COU(#8T,2XS-R!M#0HT.#`N-#4@-C@P+C@Y(&P-"E,-"C`@1PT*
M-#@P+COU(#8T,"XX.2!M#0HU,#N,#\$@-C@P+C@Y(&P-"C4P,RXP,2`V-#N
M.#D@;0T*-3`S+C`Q(#8T,2XS-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@,3`T+C,W(#8R,"XV-2!4;0T**10=&L(\$-O<W1S(&N9"!%>!E;G-E
M<RE4:@T*+T8S(##\$@5&8-"C(P+C@S-3,@,"XP-#<V(%1\$#0HH,S4V+C<I5&H-
M"B] &,B`Q(%1F#0HX+C(S.#D@+3`N,#0W-B!41`T*6R@T,S(N,2DM-3DX.2@S
M.#N-2E=5\$H-"D54#0HP+C4@1PT*,S,V+CDS(#8R-"XX,2!M#0HS,30N,S<@
M-C(T+C@Q(&P-"C,Q-"XS-R`V,CON.#\$@;0T*,S\$T+C,W(#8R-"XS,R!L#0I3
M#0HP(\$<-"C,Q-"XS-R`V,CON,S,@;0T*,S,V+CDS(#8R-"XS,R!L#0HS,S8N
M.3,@-C(T+C,S(&T-"C,S-BXY,R`V,CON.#\$@;`T*4PT*,"XU(\$<-"C@Q.2XY
M-R`V,CON.#\$@;0T*,SDW+C@Q(#8R-"XX,2!L#0HS.3<N-#\$@-C(T+C@Q(&T-
M"C,Y-RXT,2`V,CON,S,@;`T*4PT*,"!`#OHS.3<N-#\$@-C(T+C,S(&T-"C@Q
M.2XY-R`V,CON,S,@;`T*-\$Y+CDW(#8R-"XS,R!M#0HT,3DN.3<@-C(T+C@Q
M(&P-"E,-"C`N-2!`#0HU,#N,#\$@-C(T+C@Q(&T-"COX,"XT-2`V,CON.#\$@
M;`T*-\$@P+COU(#8R-"XX,2!M#0HT.#`N-#4@-C(T+C,S(&P-"E,-"C`@1PT*
M-#@P+COU(#8R-"XS,R!M#0HU,#N,#\$@-C(T+C,S(&P-"C4P,RXP,2`V,CON
M,S,@;0T*-3`S+C`Q(#8R-"XX,2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@.34N-S,@-C\$R+C`Y(%1M#0HM,"XP,#`Q(%1C#0HP+C`P,##\$@5`<-"BA)
M3D-/344@0D5&3U)%(E.O] -12!405A%4RE4:@T*+T8S(##\$@5&8-"C(R+C8Y
M,C8@,"XP-#<V(%1\$#0HP(%1C#0HH-"XW*51J#0H01C(@,2!49@T*-RXW,S@X
M("TP+C`T-S8@5\$0-"ELH-S\$N."DM-COX.2@W,BXV*5U42@T*+3,P+C0S,34@
M+3\$N,S,S-2!41`T*+3`N,#`P,2!48PT**\$E.O] -12!405A%4RE4:@T*+T8S
M(##\$@5&8-"C(R+C@U.3,@,"XP-#<V(%1\$#0HP(%1C#0I;*`PH+C\$I+3\$R+C0H
M7`DI751*#0H01C(@,2!49@T*-RXU-S(Q("TP+C`T-S8@5\$0-"ELH,30N-"DM
M-COX.2@Q-RXW*5U42@T*150-"C`N-2!`#0HS,S8N.3,@-3DT+C@Q(&T-"C,Q
M-"XS-R`U.30N.#\$@;`T*,S\$T+C,W(#4Y-"XX,2!M#0HS,30N,S<@-3DT+C,S
M(&P-"E,-"C`@1PT*,S\$T+C,W(#4Y-"XS,R!M#0HS,S8N.3,@-3DT+C,S(&P-
M"C,S-BXY,R`U.30N,S,@;0T*,S,V+CDS(#4Y-"XX,2!L#0I3#0HP+C4@1PT*
M-#\$Y+CDW(#4Y-"XX,2!M#0HS.3<N-#\$@-3DT+C@Q(&P-"C,Y-RXT,2`U.30N
M.#\$@;0T*,SDW+C@Q(#4Y-"XS,R!L#0I3#0HP(\$<-"C,Y-RXT,2`U.30N,S,@
M;0T*-\$Y+CDW(#4Y-"XS,R!L#0HT,3DN.3<@-3DT+C,S(&T-"C@Q.2XY-R`U
M.30N.#\$@;`T*4PT*,"XU(\$<-"C4P,RXP,2`U.30N.#\$@;0T*-\$@P+COU(#4Y
M-"XX,2!L#0HT.#`N-#4@-3DT+C@Q(&T-"COX,"XT-2`U.30N,S,@;`T*4PT*
M,"!`#OHT.#`N-#4@-3DT+C,S(&T-"C4P,RXP,2`U.30N,S,@;`T*-3`S+C`Q
M(#4Y-"XS,R!M#0HU,#N,#\$@-3DT+C@Q(&P-"E,-"D)4#0HQ,"XP-SD@,"`P
M(##\$P+C`W.2`Y-2XW,R`U.#(N,#D@5&T-"BTP+C`P,##\$@5&,-"BA.150@24Y#
M3TU*51J#0H01C,@,2!49@T*,C\$N,3DR-2`P+C`T-S8@5\$0-"C`@5&,-"ELH
M)"DM,3`P,"XQ*#0N."E=5\$H-"B] &,B`Q(%1F#0HX+C(S.#D@+3`N,#0W-B!4
M1`T*6R@D*2TU,#`N,2@U-RXT*2TU-#@X+CDH)"DM-3`P+C\$H-30N.2E=5\$H-
M"D54#0HP+C4@9PT*,S\$T+C,W(#4W."XR-2`R,BXU-B`M,BXX."!R90T*9@T*
M,SDW+C@Q(#4W."XR-2`R,BXU-B`M,BXX."!R90T*9@T*-\$@P+COU(#4W."XR
M-2`R,BXU-B`M,BXX."!R90T*9@T*E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#DU
M+C<S(#4V-"XS,R!4;0T*,"!G#0HM,"XP,#`Q(%1C#0HH3D54(\$E.O] -12!0
M15(@OT]-34].(%-(05)%*51J#0HP+C,X,2`M,2XS,S,U(%1\$#0HP(%1C#0HH
M0F\$S:6,I5&H-"B] &,R`Q(%1F#OHR,"XX,3\$U(#`N,#0W-B!41`T*6R@D*2TQ
M,#`P+C\$H+COS*5U42@T*+T8R(##\$@5&8-"C@N,C,X.2`M,"XP-#<V(%1\$#0I;
M*`OI+34P,"XQ*#4N,3`I+34T.##N.2@D*2TU,#`N,2@T+C@S*5U42@T*+3(Y
M+C`U,#0@+3\$N,S,S-2!41`T**\$1I;'5T960I5&H-"B] &,R`Q(%1F#0HR,"XX
M,3\$U(#`N,#0W-B!41`T*6R@D*2TQ,#`P+C\$H+COS*5U42@T*+T8R(##\$@5&8-
M"C@N,C,X.2`M,"XP-#<V(%1\$#0I;*`OI+34P,"XQ*#4N,#8I+34T.##N.2@D
M*2TU,#`N,2@T+C@P*5U42@T*+3(Y+COS,30@+3\$N,C\$T-"!41`T*+3`N,#`P
M,2!48PT**\$%615)!1T4@3E5-0D52(\$]&(%-(05)%4RE4:@T*,"XS.##\$@+3\$N
M,S,S-2!41`T*,"!48PT**\$)A<VEC*51J#0H01C,@,2!49@T*,C\$N.##\$@-B`P
M+C`T-S8@5\$0-"B@Q,2XQ*51J#0H01C(@,2!49@T*."XR,S@Y("TP+C`T-S8@
M5\$0-"ELH,3\$N,BDM-COX.2@Q,2XT*5U42@T*+3,P+C`U,#4@+3\$N,S,S-2!4
M1`T**\$1I;'5T960I5&H-"B] &,R`Q(%1F#OHR,2XX,3\$V(#`N,#0W-B!41`T*
M*#\$Q+C\$I5&H-"B] &,B`Q(%1F#0HX+C(S.#D@+3`N,#0W-B!41`T*6R@Q,2XS
M*2TV-#@Y*#\$Q+C4I751*#0HQ,B`P(#`@,3(@,C4N-C4@-#<Q+C(Q(%1M#0HP
M(%1W#0HH4V5E(&YO=&S('10(&-O;G-O;&ED871E9"!F:6YA;F-I86P@<W1A
M=&5M96YT<RX@*51J#0HR,BXX."`M,BXS(%1\$#0HH,S<@*51J#0I%5`T*96YD
M<W1R96%#0IE;F108FH-"C,@,"!08FH-"CP\#0HO4')O8U-E="!;+U!\$1B`O
M5&5X="!="#0H01F]N="`\`T*+T8R(#0@,"!2#0H01C,@-2`P(%(-"CX`#0HO
M17AT1U-T871E(#P\#0H01U,Q(#8@,"!2#0H^/@T*/CX-"F5N9&]B:@T*."`P
M(&]B:@T*/#P-"B]4>7!E(")(86QF=&]N90T*+TAA;&9T;VYE5!EP92`Q#0HO
M2&%L9G10;F5.86UE("A\$969A=6QT*0T*+T9R97U96Y>2`V,`T*+T%N9VQE
M(#0U#0HO4W!O=\$9U;F-T:6]N(")2;W5N9`T*/CX-"F5N9&]B:@T*-B`P(&]B
M:@T*/#P-"B]4>7!E(") %>'1'4W1A=&4-"B]302!F86QS90T*+T]0(&9A;' -E
M#0HO2%0@+T1E9F%U;'0-"CX`#0IE;F108FH-"CO@,"!08FH-"CP\#0HO5`EP
M92`O1F]N=`T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`O1C(-"B]"87-E1F]N
M="`O5&EM97,M4F]M86X-"CX`#0IE;F108FH-"C4@,"!08FH-"CP\#0HO5`EP
M92`O1F]N=`T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`O1C,-"B]"87-E1F]N

M="`05&EM97,M0F]L9`T*/CX-"F5N9&]B:@T*,2`P(&]B:@T*/#P-"B]4>7!E
M("]086=E#0HO4&%R96YT(#<@,"!2#0HO4F5S;W5R8V5S(#,@,"!2#0HO0V]N
M=&5N=',@,B`P(%(-"CX^#0IE;F108FH-"C<@,"!08FH-"CP\#0HO5'EP92`O
M4&%G97,-"B]+:61S(%LQ(#`@4ET-"B]#;W5N="`Q#0HO365D:6%";W@06S`@
M,"`V,3(@,3`P.%T-"CX^#0IE;F108FH-"CD@,"!08FH-"CP\#0HO5'EP92`O
MOV%T86QO9PT*+U!A9V5S(#<@,"!2#0H^/@T*96YD;V)J#0HQ,"`P(&]B:@T*
M/#P-"B]#<F5A=&EO;D1A=&4@*\$0Z,3DQ,#`P,S\$V,38Q,34W*0T*+U!R;V1U
M8V5R("A<,S<V7#;W-UPP,#!!7#`P,&-<,#`P<EPP,#!07#`P,&)<,#`P85PP
M,#!T7#`P,'!<,#`P1%PP,#!I7#`P,'-<,#`P=%PP,#!I7#`P,&Q<,#`P;%PP
M,#!E7#`P,')<,#`P(%PP,#`S7#`P,"Y<,#`P,%PP,#`R*0T*/CX-"F5N9&]B
M:@T*>')E9@T*,"`Q,0T*,#`P,#`P,#`P,"`V-34S-2!F#0HP,#`P,#`W-3@W
M(#`P,#`P(&X-"C`P,#`P,#`P,3<@,#`P,#`@;@T*,#`P,#`P-S`X,2`P,#`P
M,"!N#0HP,#`P,#`W-#`X(#`P,#`P(&X-"C`P,#`P,#`P,3@0,#`P,#`@;@T*
M,#`P,#`P-S,R.2`P,#`P,"!N#0HP,#`P,#`W-C<U(#`P,#`P(&X-"C`P,#`P
M,#<Q.3<@,#`P,#`@;@T*,#`P,#`P-S<V-2`P,#`P,"!N#0HP,#`P,#`W.#(P
M(#`P,#`P(&X-"G1R86EL97(-"CP\#0HO4VEZ92`Q,0T*+U)O;W00.2`P(%(-
M"B]);F90(#\$F(#`@4@T*+TES(%L\~F-F.#0U965C9F1C,S@P-C=F,#-F9C,Q
M83(V,#%D,F,^/#9C9C@T-65E8V9D8S,X,#8W9C`S9F8S,6\$R-C`Q9#)C/ET-
="CX^#0IS=&%R='AR968-"C@P,3,-"B4E14]�H`
`

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`Q,##SQ-PT*
M/CX-"G-T<F5A;0T*0E0-"B] &, B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.30Y
M+<C<W(%1M#0HP(&<-"B]!4S\$@9W,-"C`@5&,-"C`@5'<-"B@*51J#0HT,2XT
M,B`M,BXS(%1\$#0HH17AH:6)I="`Q,UPH95PI("E4:@T*+T8S(##\$@5&8-"BTT
M,2XT,B`M,BXS-B!41`T**%-T871E;65N="!09B!#;VYS;VQI9&%T960@0V%\$S
M:"!&;&]W<RE4:@T*+T8R(##\$@5&8-"C`@+3\$N,38@5\$0-"BA#;&5V96QA;F0M
M0VQI9F9S(\$EN8R!A;F0@0V]N<V]L:61A=&5D(%-U8G-I9&EA<FEE<R`I5&H-
M"C,N-2`M,2XQ,B!41`T*,2XP,2!48PT*6R@*3DR,"@*3DR,"@*3DP,"@*
M*3DP,"@*2TR,#DT,"@*3DP,"@@"("DM-COP*"`@(" `I+38T,"@@"(`@*2TV
M-#`H("E=5\$H-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0R-"XP-2`X-30N-S,@5&T-
M"C`@5&,-"BA<*\$EN(\$UI;&QI;VYS+"E4:@T*+30N,C,X-2`M,2XQ,3DR(%1\$
M#0HH0G)A8VME="!@2YD:6-A=&4@0V%\$S:"!\$96-R96%\$S95PI*51J#0HQ+C4W
M,38@+3\$N,3\$Y,2!41`T**%EE87(@16YD960@1&5C96UB97(@,S\$I5&H-"D54
M#0HP+C4@1PT*,"!*(#`@:B`P+C(T(`<@,3`@32!;73`@9`T*,2!I(`T*-30T
M+C(Y(#@R."XS,R!M#0HS-34N,3<@.#(X+C,S(&P-"C,U-2XQ-R`X,C@N,S,@
M;OT*,S4U+C\$W(#@R-RXX-2!L#0I3#0HP(\$<-"C,U-2XQ-R`X,C<N.#4@;OT*
M-30T+C(Y(#@R-RXX-2!L#0HU-#0N,CD@.#(W+C@U(&T-"C4T-"XR.2`X,C@N
M,S,@;T*4PT*0E0-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(##\$P+C`W.2`S-S\$N
M-#D@.#\$V+C`Y(%1M#0HH,3DY.2E4:@T*+T8R(##\$@5&8-"C8N-S8R-B`M,"XP
M-#<V(%1\$#0I;##\$Y.3@I+30W-C(N-R@Q.3DW*5U42@T*150-"C`N-2!`#0HT
M,#<N.3<@.#\$Q+C<W(&T-"C,U-2XQ-R`X,3\$N-S<@;`T*,S4U+C\$W(#@Q,2XW
M-R!M#0HS-34N,3<@.#\$Q+C(Y(&P-"E,-"C`@1PT*,S4U+C\$W(#@Q,2XR.2!M
M#0HT,#<N.3<@.#\$Q+C(Y(&P-"COP-RXY-R`X,3\$N,CD@;OT*-"#`W+CDW(#@Q
M,2XW-R!L#0I3#0HP+C4@1PT*-"#<V+C\$S(#@Q,2XW-R!M#0HT,C,N,S,@.#\$Q
M+C<W(&P-"COR,RXS,R`X,3\$N-S<@;OT*-"#(S+C,S(#@Q,2XR.2!L#0I3#0HP
M(\$<-"COR,RXS,R`X,3\$N,CD@;OT*-"#<V+C\$S(#@Q,2XR.2!L#0HT-S8N,3,@
M.#\$Q+C(Y(&T-"COW-BXQ,R`X,3\$N-S<@;T*4PT*,"XU(\$<-"C4T-"XR.2`X
M,3\$N-S<@;OT*-"#DQ+C0Y(#@Q,2XW-R!L#0HT.3\$N-#D@.#\$Q+C<W(&T-"C0Y
M,2XT.2`X,3\$N,CD@;T*4PT*,"!`#0HT.3\$N-#D@.#\$Q+C(Y(&T-"C4T-"XR
M.2`X,3\$N,CD@;T*-30T+C(Y(#@Q,2XR.2!M#0HU-#0N,CD@.#\$Q+C<W(&P-
M"E,-"D)4#0HQ,"XP-SD@,"`P(##\$P+C`W.2`V-RXV-2`X,#`N,C4@5&T-"BTP
M+C`P,##\$@5&,-"C`N,#`P,2!4=PT**\$]015)!5\$E.1R!`0U1)5DE42453*51J
M#0HP+COP-#@+3\$N,S,S-2!41`T*,"!48PT*,"!4=PT**\$YE="!I;F-O;64I
M5&H-"B] &,R`Q(%1F#0HR.2XQ,C\$X(#`N,#0W-B!41`T*6R@D*2TQ,#`P+C\$H
M-"XX*5U42@T*+T8R(##\$@5&8-"C8N-S8R-B`M,"XP-#<V(%1\$#0I;*"0I+34P
M,"XQ*#4W+C0I+30P,3(N-B@D*2TU,#`N,2@U-"XY*5U42@T*+3,U+C@*#0@
M+3\$N,C\$T-"!41`T**%\$D:G5S=&UE;G1S('!0('!)E8V]N8VEL92!N970@:6YC
M;VUE*51J#0HP+COP-#@+3\$N,C\$T-"!41`T**!0(&YE="!C87-H(&9R;VT@
M;W!E<F%T:6]N<SHI5&H-"C`N-#(X-B`M,2XR,30T(%1\$#0HH1&5P<F5C:6%T
M:6]N(&%N9`!A;6]R=&E2871I;VXZ*51J#0HP+COR.#8@+3\$N,S,S-2!41`T*
M*\$-O;G-O;&ED871E9"E4:@T*+T8S(##\$@5&8-"C(X+C@U.3D@,"XP-#<V(%1\$
M#0HH,3`N-2E4:@T*+T8R(##\$@5&8-"C<N,C8R-B`M,"XP-#<V(%1\$#0I;*#<N
M."DM-34Q,BXV*#8N-RE=5\$H-"BTS-BXQ,C(U("TQ+C,S,S4@5\$0-"BA3:&R
M92!09B!A<W-O8VEA=&5D(&-O;7!A;FEE<RE4:@T*+T8S(##\$@5&8-"C(X+C@U
M.3D@,"XP-#<V(%1\$#0HH,3(N,"E4:@T*+T8R(##\$@5&8-"C8N-S8R-B`M,"XP
M-#<V(%1\$#0I;*#5R+C4I+34P,3(N-R@Q,BXR*5U42@T*+3,V+C`U,3\$@+3\$N
M,S,S-2!41`T**\$5Q=6ET>2!L;W-S(&EN(\$-L:69F<R!A;F0@07-S;V-I871E
M<R!;:6UI=&5D*51J#0HO1C,@,2!49@T*,CDN-S@X-B`P+C`T-S8@5\$0-"B@Y
M+C\$I5&H-"B] &,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*6R@R+C,I+34U
M,3(N-B@Q+C4I751*#0HM,S8N-34Q,2`M,2XS,S,U(%1\$#0HH1&5F97)R960@
M:6YC;VUE('!A>&5S*51J#0HO1C,@,2!49@T*,CDN.34U,B`P+C`T-S8@5\$0-
M"ELH7"@N,BDM,3(N-"A<*2E=5\$H-"B] &,B`Q(%1F#0HV+C4Y-3D@+3`N,#0W
M-B!41`T*6R@S+C\$I+34P,3(N-B@Q-BXT*5U42@T*+3,V+C4U,3\$@+3\$N,C\$T
M-"!41`T**%1A>"!C<F5D:70I5&H-"C,V+C(Q-S<@,"!41`T*6RA<*#N-2DM
M,3(N-2A<*2DM-#@S-"XR*%PH-2XV*2TQ,BXU*%PI*5U42@T*+3,V+C(Q-S<@
M+3\$N,C\$T-"!41`T*6RA\$96-R96%\$S92!I;B!3879A9V4@4FEV97(@8VQO<V5D
M;W=N(')E<V5R=F4I+3(T-3\$U+C@H7"@Q,RXX*2TQ,BXV*%PI*5U42@T*,"`M
M,2XS,S,U(%1\$#0HH3W1H97(I5&H-"B] &,R`Q(%1F#0HR.2XY-34R(#`N,#0W
M-B!41`T*6RA<*XV*2TQ,BXT*%PI*5U42@T*+T8R(##\$@5&8-"C8N,C8R-2`M
M,"XP-#<V(%1\$#0I;*#PH-"XU*2TQ,BXU*%PI*2TU,38W+C4H,BXP*5U42@T*
M150-"C`N-2!`#0HS.3(N.#4@-C4T+C4W(&T-"C,W,"XR.2`V-30N-3<@;`T*
M,S<P+C(Y(#8U-"XU-R!M#0HS-S`N,CD@-C4T+C`Y(&P-"E,-"C`@1PT*,S<P
M+C(Y(#8U-"XP.2!M#0HS.3(N.#4@-C4T+C`Y(&P-"C,Y,BXX-2`V-30N,#D@
M;OT*,SDR+C@U(#8U-"XU-R!L#0I3#0HP+C4@1PT*-"#8Q+C`Q(#8U-"XU-R!M
M#0HT,S@N-#4@-C4T+C4W(&P-"C0S."XT-2`V-30N-3<@;OT*-"#X+C0U(#8U
M-"XP.2!L#0I3#0HP(\$<-"C0S."XT-2`V-30N,#D@;OT*-"#8Q+C`Q(#8U-"XP
M.2!L#0HT-C\$N,##\$@-C4T+C`Y(&T-"C0V,2XP,2`V-30N-3<@;T*4PT*,"XU
M(\$<-"C4R.2XQ-R`V-30N-3<@;OT*-3`V+C8Q(#8U-"XU-R!L#0HU,#8N-C\$@-
M-C4T+C4W(&T-"C4P-BXV,2`V-30N,#D@;T*4PT*,"!`#0HU,#8N-C\$@-C4T
M+C`Y(&T-"C4R.2XQ-R`V-30N,#D@;T*-3(Y+C\$W(#8U-"XP.2!M#0HU,CDN
M,3<@-C4T+C4W(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(##\$P+C`W.2`X-"XT-2`V
M-#N.#4@5&T-"BA4;W1A;"!B969O<F4@8VAA;F=E<R!I;B!O<&5R871T;F<@
M87-S971S(&%N9`!L:6%B:6QI=&EE<RE4:@T*+T8S(##\$@5&8-"C(X+C@U.3D@
M,"XP-#<V(%1\$#0HH,S4N-BE4:@T*+T8R(##\$@5&8-"C8N-S8R-B`M,"XP-#<V
M(%1\$#0I;*#<U+C\$I+34P,3(N-R@W-"XS*5U42@T*+3,V+C`U,3\$@+3\$N,C\$T
M-"!41`T**\$-H86YG97,@:6X@;W!E<F%T:6YG(&%S<V5T<R!A;F0@;EAE8FEL
M:71I97,Z*51J#0HP+COR.#8@+3\$N,S,S-2!41`T**\$EN=F5N=&]R:65S(&%N
M9`!P<F5P86ED(&5X<&5N<V5S*51J#0HO1C,@,2!49@T*,CDN,S4Y.2`P+C`T
M-S8@5\$0-"B@V+C0I5&H-"B] &,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*
M6R@R+C,I+30V-SDN,BA<*#\$S+C,I+3\$R+C8H7"DI751*#0HM,S8N,3(R-2`M
M,2XS,S,U(%1\$#0HH4F5C96EV86)L97,I5&H-"B] &,R`Q(%1F#0HR."XU,C8U
M(#`N,#0W-B!41`T*6RA<*#(S+C4I+3\$R+C8H7"DI751*#0HO1C(@,2!49@T*
M-RXP.34Y("TP+C`T-S8@5\$0-"ELH,3,N,2DM-3\$W.2XS*%PH,RXR*2TQ,BXU

M*%PI*5U42@T*+3,U+C8R,C0@+3\$N,S,S-2!41`T**%!A>6%B;&5S(&%N9"!A
M8V-R=65D(&5X<&5N<V5S*51J#0H01C,@,2!49@T*,C@N-3(V-2`P+C`T-S8@
M5\$0-"ELH7"@Q-"XU*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C<N-3DV("TP
M+C`T-S8@5\$0-"ELH,2XV*2TT-C<Y+C(H7"@Q-2XU*2TQ,BXV*%PI*5U42@T*
M150-"C`N-2!`#0HS.3(N.#4@-3@U+COU(&T-"C,W,"XR.2`U.#4N-#4@;`T*
M,S<P+C(Y(#4X-2XT-2!M#0HS-S`N,CD@-3@T+CDW(&P-"E,-"C`@1PT*,S<P
M+C(Y(#4X-"XY-R!M#0HS.3(N.#4@-3@T+CDW(&P-"C,Y,BXX-2`U.#0N.3<@
M;OT*,SDR+C@U(#4X-2XT-2!L#0I3#0HP+C4@1PT*-#8Q+C`Q(#4X-2XT-2!M
M#OHT,S@N-#4@-3@U+COU(&P-"COS."XT-2`U.#4N-#4@;OT*-,X+COU(#4X
M-"XY-R!L#0I3#0HP(\$<-"COS."XT-2`U.#0N.3<@;OT*-,#8Q+C`Q(#4X-"XY
M-R!L#0HT-C\$N,#\$@-3@T+CDW(&T-"COV,2XP,2`U.#4N-#4@;`T*4PT*,"XU
M(\$<-"C4R.2XQ-R`U.#4N-#4@;OT*-3`V+C8Q(#4X-2XT-2!L#0HU,#8N-C\$@
M-3@U+COU(&T-"C4P-BXV,2`U.#0N.3<@;`T*4PT*,"!`#0HU,#8N-C\$@-3@T
M+CDW(&T-"C4R.2XQ-R`U.#0N.3<@;`T*-,3(Y+C\$W(#4X-"XY-R!M#0HU,CDN
M,3<@-3@U+COU(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(\$P+C`W.2`X-"XT-2`U
M-S(N-S,@5&T-"B@("!"4;W1A;"!C:&%N9V5S(&EN(&1P97)A=&EN9R!A<W-E
M=",@86YD(&QI86)I;&ET:65S*51J#0H01C,@,2!49@T*,C@N-3(V-2`P+C`T
M-S8@5\$0-"ELH7"@S,2XV*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C<N,#DU
M.2`M,"XP-#<V(%1\$#0I;*\$W+C`I+30V-SDN,RA<*#R+I+3\$R+C8H7"DI
M751*#0I%5`T*,"XU(\$<-"C,Y,BXX-2`U-C@N.#D@;OT*,S<P+C(Y(#4V."XX
M.2!L#0HS-S`N,CD@-38X+C@Y(&T-"C,W,"XR.2`U-C@N-#4@;`T*4PT*,"!
M#0HS-S`N,CD@-38X+C@Q(&T-"C,Y,BXX-2`U-C@N-#4@;`T*,SDR+C@U(#4V
M."XT,2!M#0HS.3(N.#4@-38X+C@Y(&P-"E,-"C`N-2!`#0HT-C\$N,#\$@-38X
M+C@Y(&T-"COS."XT-2`U-C@N.#D@;`T*-,X+COU(#4V."XX.2!M#0HT,S@N
M-#4@-38X+C@Q(&P-"E,-"C`@1PT*-,X+COU(#4V."XT,2!M#0HT-C\$N,#\$@
M-38X+C@Q(&P-"COV,2XP,2`U-C@N-#4@;OT*-,#8Q+C`Q(#4V."XX.2!L#0I3
M#OHP+C4@1PT*-3(Y+C\$W(#4V."XX.2!M#0HU,#8N-C\$@-38X+C@Y(&P-"C4P
M-BXV,2`U-C@N.#D@;OT*-3`V+C8Q(#4V."XT,2!L#0I3#0HP(\$<-"C4P-BXV
M,2`U-C@N-#4@;OT*-3(Y+C\$W(#4V."XT,2!L#0HU,CDN,3<@-38X+C@Q(&T-
M"C4R.2XQ-R`U-C@N.#D@;`T*4PT*OE0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#@T
M+COU(#4U-BXQ-R!4;OT**`@(\$YE="!C87-H(&9R;VT@;W!E<F%T:6YG(&%C
M=&EV:71I97,I5&H-"B] &,R`Q(%1F#0HR.2XS-3DY(#`N,#0W-B!41`T**#0N
M,"E4:@T*+T8R(#\$@5&8-"C8N,C8R-2`M,"XP-#<V(%1\$#0I;*\$DR+C\$I+34P
M,3(N-R@T,BXS*5U42@T*+3,W+C(X.3,@+3\$N,C\$T-"!41`T**3`N,#`P,2!4
M8PT*,"XP,#`Q(%1W#0HH24Y615-424Y'(\$%#5\$E6251)15,I5&H-"C`N-#`T
M."`M,2XR,30T(%1\$#0HP(%1C#0HP(%1W#0HH4`5R8VAA<V4@;V8@<')O<&5R
M="DL('!L86YT(&%N9"!E<75I<&UE;G0Z*51J#0HP+COP-#@@+3\$N,S,S-2!4
M1`T**S-O;G-O;&ED871E9"E4:@T*+T8S(#\$@5&8-"C(Y+C,X,S@,"XP-#<V
M(%1\$#0I;*\$PH,34N-"DM,3(N-BA<*2E=5\$H-"B] &,B`Q(%1F#0HV+C<V,C8@
M+3`N,#0W-B!41`T*6RA<*#(T+C4I+3\$R+C8H7"DI+30S,SON,2A<*#\$T+C\$I
M+3\$R+C8H7"DI751*#0HM,VUP86YI97,I5&H-"B] &,R`Q(%1F#0HR.2XX.#,X(#`N
M,#0W-B!41`T*6RA<*#4N-"DM,3(N-2A<*2E=5\$H-"B] &,B`Q(%1F#0HV+C<V
M,C8@+3`N,#0W-B!41`T*6RA<*#<N,BDM,3(N-2A<*2DM-#@S-"XR*%PH-2XU
M*2TQ,BXU*%PI*5U42@T*+3,W+C`U,3(@+3\$N,S,S-2!41`T**\$EN=F5S=&UE
M;G0@86YD(&%D=F%N8V5S(&EN(\$-L:69F<R!A;F0@07-S;V-I871E<R!,:6UI
M=&5D*51J#0H01C,@,2!49@T*,CDN-S@X-B`P+C`T-S8@5\$0-"ELH7"@Q,BXU
M*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C8N-S8R-B`M,"XP-#<V(%1\$#0I;
M*%PH,3DN-RDM,3(N-BA<*2DM-#S-"XQ*%PH-#(N,RDM,3(N-BA<*2E=5\$H-
M"BTS-BXU-3\$Q("TQ+C(Q-#0@5\$0-"ELH4`5R8VAA<V4@;V8@5V%B=7-H(&EN
M=&5R97-T*2TS,3DP,"XW*%PH,34N,"DM,3(N-BA<*2E=5\$H-"C`@+3\$N,S,S
M-2!41`T**\$]T:&5R*51J#0H01C,@,2!49@T*,S\$N,3(R(#`N,#0W-B!41`T*
M*"XU*51J#0H01C(@,2!49@T*-BXR-C(U("TP+C`T-S8@5\$0-"ELH,2XU*2T
M-3\$R+C8H-"XY*5U42@T*150-"C`N-2!`#0HS.3(N.#4@-#8Q+C@U(&T-"C,W
M,"XR.2`T-C\$N.#4@;`T*,S<P+C(Y(#0V,2XS-R!M#0HS.3(N.#4@-#8Q+C,W
M(&P-"E,-"C`@1PT*,S<P+C(Y(#0V,2XS-R!M#0HS.3(N.#4@-#8Q+C,W(&P-
M"C,Y,BXX-2`T-C\$N,S<@;OT*,SDR+C@U(#0V,2XX-2!L#0I3#0HP+C4@1PT*
M-#8Q+C`Q(#0V,2XX-2!M#0HT,S@N-#4@-#8Q+C@U(&P-"COS."XT-2`T-C\$N
M.#4@;OT*-,X+COU(#0V,2XS-R!L#0I3#0HP(\$<-"COS."XT-2`T-C\$N,S<@
M;OT*-,#8Q+C`Q(#0V,2XS-R!L#0HT-C\$N,#\$@-#8Q+C,W(&T-"COV,2XP,2`T
M-C\$N.#4@;`T*4PT*,"XU(\$<-"C4R.2XQ-R`T-C\$N.#4@;OT*-3`V+C8Q(#0V
M,2XX-2!L#0HU,#8N-C\$@-#8Q+C@U(&T-"C4P-BXV,2`T-C\$N,S<@;`T*4PT*
M,"!`#0HU,#8N-C\$@-#8Q+C,W(&T-"C4R.2XQ-R`T-C\$N,S<@;`T*-,3(Y+C\$W
M(#0V,2XS-R!M#0HU,CDN,3<@-#8Q+C@U(&P-"E,-"D)4#0HQ,"XP-SD@,"`P
M(\$P+C`W.2`W-2XX,2`T-#DN,3,@5&T-"BA.970@8V%\$S:"!U<V5D(&)Y(&EN
M=F5S=&EN9R!A8W1I=FET:65S*51J#0H01C,@,2!49@T*,CDN,S@S."`P+C`T
M-S8@5\$0-"ELH7"@S,BXX*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C8N-S8R
M-B`M,"XP-#<V(%1\$#0I;*\$PH-#DN.2DM,3(N-BA<*2DM-#S-"XQ*%PH-S(N
M,"DM,3(N-BA<*2E=5\$H-"BTS-BXY-34Y("TQ+C(Q-#0@5\$0-"BTP+C`P,#\$@
M5&,"-C`N,#`P,2!4=PT**\$9)3D%.OTE.1R!;!0U1)5DE42453*51J#0HP+COP
M-#@@+3\$N,S,S-2!41`T*,"!48PT**\$1I=FED96YD<RE4:@T*+T8S(#\$@5&8-
M"C(Y+C<X.#8@,"XP-#<V(%1\$#0I;*\$PH,38N-RDM,3(N-BA<*2E=5\$H-"B] &
M,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*6RA<*#S+V,C,I+3\$R+C8H7"DI
M+30S,SON,2A<*#\$T+C@I+3\$R+C8H7"DI751*#0HM,S8N-34Q,2`M,2XS,S,U
M(%1\$#0HP(%1W#0HH4F5P=7)C:&%S97,@;V8@0V]M;6]N(%-H87)E<RE4:@T*
M+T8S(#\$@5&8-"C(Y+C<X.#8@,"XP-#<V(%1\$#0I;*\$PH,3<N,BDM,3(N-BA<
M*2E=5\$H-"B] &,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*6RA<*#Q+C4I
M+3\$R+C8H7"DI+30X,SON,BA<*#0N.2DM,3(N-2A<*2E=5\$H-"D54#0HP+C4@
M1PT*,SDR+C@U(#0P-BXQ-R!M#0HS-S`N,CD@-#`V+C\$W(&P-"C,W,"XR.2`T
M,#8N,3<@;OT*,S<P+C(Y(#0P-2XV.2!L#0HS.3(N.#4@-#`U+C8Y(&T-"C,Y,BXX
M-2`T,#8N,3<@;`T*4PT*,"XU(\$<-"C0V,2XP,2`T,#8N,3<@;OT*-,X+COU
M(#0P-BXQ-R!L#0HT,S@N-#4@-#`V+C\$W(&T-"COS."XT-2`T,#4N-CD@;`T*
M4PT*,"!`#0HT,S@N-#4@-#`U+C8Y(&T-"COV,2XP,2`T,#4N-CD@;`T*-,#8Q
M+C`Q(#0P-2XV.2!M#0HT-C\$N,#\$@-#`V+C\$W(&P-"E,-"C`N-2!`#0HU,CDN

M,3<@-#`V+C\$W(&T-"C4P-BXV,2`T,#8N,3<@;`T*-3`V+C8Q(#0P-BXQ-R!M
M#0HU,#8N-C\$@-#`U+C8Y(&P-"E,-"C`@1PT*-3`V+C8Q(#0P-2XV.2!M#0HU
M,CDN,3<@-#`U+C8Y(&P-"C4R.2XQ-R`T,#4N-CD@;0T*-3(Y+C\$W(#0P-BXQ
M-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-S4N.#\$@,SDS+COU(%1M
M#0HH3F5T(&-A<V@E=7-E9"!B>2!F:6YA;F-I;F<@86-T:79I=&EE<RE4:@T*
M+T8S(#\$@5&8-"C(Y+C,X,S@@,"XP-#<V(%1\$#0I;*#PH,S,N.2DM,3(N-BA<
M*2E=5\$H-"B] & ,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*6RA<*#(W+C@I
M+3\$R+C8H7"DI+30S,SON,2A<*#\$Y+C<I+3\$R+C8H7"DI751*#0HM,S8N.34U
M.2`M,2XR,30T(%1\$#0HM,"XP,#`Q(%1C#0HP+C`P,#\$@5`<-"ELH149&14-4
M(\$] & (\$580TA!3D=#(%1\$4@0TA!3D=#4R! /3B!#05-(*2TR,3,X-RXW*#PH
M+C\$I+3\$R+C4H7"DI751*#0I%5`T*,"XU(\$<-"C,Y,BXX-2`S-S<N,S<@;0T*
M,S<P+C(Y(#,W-RXS-R!L#0HS-S`N,CD@,S<W+C,W(&T-"C,W,"XR.2`S-S8N
M.#D@;`T*4PT*,"!`#0HS-S`N,CD@,S<V+C@Y(&T-"C,Y,BXX-2`S-S8N.#D@
M;`T*,SDR+C@U(#,W-BXX.2!M#0HS.3(N.#4@,S<W+C,W(&P-"E,-"C`N-2!`
M#0HT-C\$N,#\$@,S<W+C,W(&T-"C0S."XT-2`S-S<N,S<@;`T*-#X+COU(#,W
M-RXS-R!M#0HT,S@N-#4@,S<V+C@Y(&P-"E,-"C`@1PT*-#X+COU(#,W-BXX
M.2!M#0HT-C\$N,#\$@,S<V+C@Y(&P-"C0V,2XP,2`S-S8N.#D@;0T*-#8Q+C`Q
M(#,W-RXS-R!L#0I3#0HP+C4@1PT*-3(Y+C\$W(#,W-RXS-R!M#0HU,#8N-C\$@
M,S<W+C,W(&P-"C4P-BXV,2`S-S<N,S<@;0T*-3`V+C8Q(#,W-BXX.2!L#0I3
M#0HP(\$<-"C4P-BXV,2`S-S8N.#D@;0T*-3(Y+C\$W(#,W-BXX.2!L#0HU,CDN
M,3<@,S<V+C@Y(&T-"C4R.2XQ-R`S-S<N,S<@;`T*4PT*0E0-"C\$P+C`W.2`P
M(#`@,3`N,#<Y(#8W+C@U(#,V-"XV-2!4;0T*\$SE.OU)%05-%(%PH15\$#4D5!
M4T5<*2!)3B!#05-(((\$%.1"!#05-(((\$5154E604Q%3E13*51J#0HO1C,@,2!4
M9@T*,S`N,3DS-"`P+C`T-S8@5\$0-"C`@5&,-"ELH7"EV,BXW*2TQ,BXV*#PI
M*5U42@T*+T8R(#\$@5&8-"C<N,#DU.2`M,"XP-#<V(%1\$#0I;*#T+COI+30V
M-SDN,RA<*#OY+C4I+3\$R+C8H7"DI751*#0HM,S<N,C@Y,R`M,2XS,S,U(%1\$
M#0HM,"XP,#`Q(%1C#0HH0T%32"!3D0@0T%32"!%455)5D%,14Y44R!15"! "
M14=)3DY)3D<@3T8@64514BE4:@T*+T8S(#\$@5&8-"C,P+C`R-C<@,"XP-#<V
M(%1\$#0HP(%1C#0HH,3,P+C,I5&H-"B] & ,B`Q(%1F#0HV+C<V,C4@+3`N,#0W
M-B!41`T*6R@Q,34N.2DM-#4Q,BXW*#SV-2XT*5U42@T*150-"C`N-2!`#0HS
M.3(N.#4@,SOW+C,W(&T-"C,W,"XR.2`S-S<N,S<@;`T*,S<P+C(Y(#,T-RXS
M-R!M#0HS-S`N,CD@,SOV+C@Y(&P-"E,-"C`@1PT*,S<P+C(Y(#,T-BXX.2!M
M#0HS.3(N.#4@,SOV+C@Y(&P-"C,Y,BXX-2`S-S8N.#D@;0T*,SDR+C@U(#,T
M-RXS-R!L#0I3#0HP+C4@1PT*-#8Q+C`Q(#,T-RXS-R!M#0HT,S@N-#4@,SOW
M+C,W(&P-"COS."XT-2`S-S<N,S<@;0T*-#X+COU(#,T-BXX.2!L#0I3#0HP
M(\$<-"COS."XT-2`S-S8N.#D@;0T*-#8Q+C`Q(#,T-BXX.2!L#0HT-C\$N,#\$@
M,SOV+C@Y(&T-"C0V,2XP,2`S-S<N,S<@;`T*4PT*,"XU(\$<-"C4R.2XQ-R`S
M-#<N,S<@;0T*-3`V+C8Q(#,T-RXS-R!L#0HU,#8N-C\$@,SOW+C,W(&T-"C4P
M-BXV,2`S-S8N.#D@;`T*4PT*,"!`#0HU,#8N-C\$@,SOV+C@Y(&T-"C4R.2XQ
M-R`S-S8N.#D@;`T*-3(Y+C\$W(#,T-BXX.2!M#0HU,CDN,3<@,SOW+C,W(&P-
M"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`V-RXV-2`S,SON-C4@5&T-"BTP
M+C`P,#\$@5&,-"BA#05-(((\$%.1"!#05-(((\$5154E604Q%3E13(\$%4(\$5.1"!/
M1B!914%2*51J#0HO1C,@,2!49@T*,CDN-3(V-B`P+C`T-S8@5\$0-"C`@5&,-
M"ELH)"DM-3`P+C\$H-C<N-BE=5\$H-"B] & ,B`Q(%1F#0HV+C<V,C8@+3`N,#0W
M-B!41`T*6R@D,3,P+C,I+30P,3(N-R@D,3\$U+CDI751*#0I%5`T*,"XU(&<-
M"C,W,"XR.2`S,S`N.#\$@,C(N-38@+3(N.#@<F4-"F8-"COS."XT-2`S,S`N
M.#\$@,C(N-38@+3(N.#@<F4-"F8-"C4P-BXV,2`S,S`N.#\$@,C(N-38@+3(N
M.#@<F4-"F8-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`V-RXV-2`S,34N-CD@
M5&T-"C`@9PT*,"!4=PT**1A>&5S('!A:60@;VX@:6YC;VUE*51J#0HO1C,@
M,2!49@T*,CDN-3(V-B`P+C`T-S8@5\$0-"ELH)"DM,3`P,"XQ*#8N.2E=5\$H-
M"B] & ,B`Q(%1F#0HV+C<V,C8@+3`N,#0W-B!41`T*6R@D*2TU,#`N,2@Q,BXU
M*2TT,#\$R+C8H)"DM-3`P+C\$H,3<N,2E=5\$H-"BTS-BXR.#DR("TQ+C,S,S4@
M5\$0-"BA);G1E<F5S="!P8ED(&]N(&1E8G0@;V)L:6=A=&EO;G,I5&H-"B] &
M,R`Q(%1F#0HR.2XU,C8V(#`N,#0W-B!41`T*6R@D*2TQ,#`P+C\$H-"XY*5U4
M2@T*+T8R(#\$@5&8-"C8N-S8R-B`M,"XP-#<V(%1\$#0I;*#OI+3\$P,#`N,2@T
M+CDI+30P,3(N-2@D*2TQ,#`P+C\$H-"XY*5U42@T*,3(@,"`P(#\$R(#(U+C8Y
M(#(W-2XQ,R!4;0T**%-E92!N;W1E<R!T;R!C;VYS;VQI9&%T960@9FEN86YC
M:6%L(' -T871E;65N="N("E4:@T*,C(N.#@<+3(N,R!41`T**#,X("E4:@T*
M150-"F5N9'-T<F5A;0T*96YD;V)J#0HS(#`@;V)J#0H\`T*+U!R;V-3970@
M6R]01\$8@+U1E>'0@70T*+T90;G0@/#P-"B] & ,B`T(#`@4@T*+T8S(#4@,"!2
M#0H^/@T*+T5X=\$3=&%T92`\`T*+T=3,2`V(#`@4@T*/CX^#0IE;F10
M8FH-"C@@"!O8FH-"CP\#0HO5'EP92`O2&%L9G10;F4-"B] (86QF=&]N951Y
M<&4@,0T*+TAA;&9T;VYE3F%M92`H1&5F875L="D-"B] & <F5Q=65N8WD@-C`-
M"B] !;F=L92`T-0T*+U-P;W1&=6YC=&EO;B`O4F]U;FO-"CX^#0IE;F108FH-
M"C8@,"!O8FH-"CP\#0HO5'EP92`O17AT1U-T871E#0HO4T\$@9F%L<V4-"B] /
M4"!F86QS90T*+TA4("] \$969A=6QT#0H^/@T*96YD;V)J#0HT(#`@;V)J#0H\
M/`T*+U1Y<&4@+T90;G0-"B]3=6)T>7!E("]4>7!E,0T*+TYA;64@+T8R#0HO
M0F%\$9490;G0@+U1I;65S+5)O;6%N#0H^/@T*96YD;V)J#0HU(#`@;V)J#0H\
M/`T*+U1Y<&4@+T90;G0-"B]3=6)T>7!E("]4>7!E,0T*+TYA;64@+T8S#0HO
M0F%\$9490;G0@+U1I;65S+4)O;&0-"CX^#0IE;F108FH-"C\$@,"!O8FH-"CP\
M#0HO5'EP92`O4&%G90T*+U!A<F5N="`W(#`@4@T*+U)E<V]U<F-E<R`S(#`@
M4@T*+T-O;G1E;G1S(#(E,"!2#0H^/@T*96YD;V)J#0HW(#`@;V)J#0H\`T*
M+U1Y<&4@+U!A9V5S#0HO2VED<R!; ,2`P(%=#0HO0V]U;G0@,0T*+TUE9&EA
M0F]X(%L(#`@-C\$R(#\$P,#A=#0H^/@T*96YD;V)J#0HY(#`@;V)J#0H\`T*
M+U1Y<&4@+T-A=&%L;V<-"B]086=E<R`W(#`@4@T*/CX-"F5N9&]B:@T*,3`@
M,"!O8FH-"CP\#0HO0W)E871I;VY\$871E("A\$.C\$Y,3`P,#,Q-C\$V,3(Q,"D-
M"B]0<F]D=6-E<B`H7#W-EPS-S=<,#`P05PP,#!C7#`P,')<,#`P;UPP,#!B
M7#`P,&%<,#`P=#PP,#`@7#`P,1<,#`P:5PP,#!S7#`P,1<,#`P:5PP,#!L
M7#`P,&Q<,#`P95PP,#!R7#`P,"!<,#`P,UPP,#`N7#`P,#!<,#`P,BD-"CX^
M#0IE;F108FH-"GAR968-"C`@,3\$-"C`P,#`P,#`P,#`@-C4U,S4@9@T*,#`P
M,#`Q,#8Y.2`P,#`P,"!N#0HP,#`P,#`P,#\$W(#`P,#`P(&X-"C`P,#`P,3`Q
M.3,@,#`P,#`@;@T*,#`P,#`Q,44R,"`P,#`P,"!N#0HP,#`P,#\$P-C\$P(#`P
M,#`P(&X-"C`P,#`P,3`T-#\$@,#`P,#`@;@T*,#`P,#`Q,#<X-R`P,#`P,"!N
M#0HP,#`P,#\$P,S`Y(#`P,#`P(&X-"C`P,#`P,3`X-S<@,#`P,#`@;@T*,#`P
M,#`Q,#DS,B`P,#`P,"!N#0IT<F%I;&5R#0H\`T*+U-I>F4@,3\$-"B]2;V]T

M(#D@,"!2#0H026YF;R`Q,"`P(%("-B])1"!;/#=A93AB-C9B-C\$S,S@T9F5A
M93`W-F9D-F8R9C`S-F8S/CPW864X8C8V8C8Q,S,X-&9E864P-S9F9#9F,F8P
E,S9F,SY=#0H^/@T*<W1A<G1X<F5F#0HQ,3\$R-0T*)25%3T8-"@``

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`Q,38R,0T*
M/CX-"G-T<F5A;0T*0E0-"B] &, B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.30Y
M+<C<W(%1M#0HP(&<-"B]!4S\$@9W,-"C`@5&,-"C`@5'<-"B@@*51J#0HP("TQ
M+<SR(%1\$#0HH("E4: @T*,S8N.30@,"!41`T*,BXP.2!48PT**"@*51J#0HO
M1C0@,2!49@T*+3,V+CDT("TQ+C\$X(%1\$#0HP(%1C#0HH4W1A=&5M96YT(&]F
M(\$-O;G-O;&ED871E9"!3:&%R96AO;&1E<G-<,C(R(\$5Q=6ET>2E4:@T*+T8R
M(#\$@5&8-"COQ+C4R(#`N,#8@5\$0-"BA%>&AI8FET(#\$S7"AF7"DI5&H-"BT
M,2XU,B`M,2XS(%1\$#0HH0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$-O;G-O
M;&ED871E9"!3=6)S:61I87)I97,I5&H-"C\$N,38@+3\$N,3(@5\$0-"C`N,#\$@
M5&,-"ELH("#`@("I+3\$Q.#8P*"`@*2TU-C`H("DM,3(R,"@*2TQ-#`P*"`@
M*2TV-C`H("DM,3(R,"@*2TQ-3@P*"`@*2TQ,#(P*"`I+3\$V-#`H("DM,3`R
M,"@("DM.3@P*"`I+3\$Y,C`H("DM,30P,"@("DM,3DX,"@*2TQ,#@P*"`I
M+3\$Y.#`H("`I+38P,"@*2TQ,#@P*"`I+38P,"@("DM,38P*"`I+3\$V-#`H
M("E=5\$H-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-3@N,#4@.#@Q
M+<C,W(%1M#0HP(%1C#0HH7"A);B!:-6QL:6]N<UPI*51J#0I%5`T*,`XU(\$<-
M"C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-C(T-RXX.2`X-S<N
M,#4@;0T*,C`P+C8Q(#@W-RXP-2!L#0HR,#`N-C\$@.#<W+C`U(&T-"C(P,"XV
M,2`X-S8N-3<@;`T*4PT*,"!`#0HR,#`N-C\$@.#<V+C4W(&T-"C(T-RXX.2`X
M-S8N-3<@;`T*,COW+C@Y(#@W-BXU-R!M#0HR-#<N.#D@.#<W+C`U(&P-"E,-
M"C`N-2!`#0HR-SDN.#\$@.#<W+C`U(&T-"C(T."XQ,R`X-S<N,#4@;`T*,C0X
M+C\$S(#@W-RXP-2!M#0HR-#@N,3,@.#<V+C4W(&P-"E,-"C`@1PT*,C0X+C\$S
M(#@W-BXU-R!M#0HR-SDN.#\$@.#<V+C4W(&P-"C(W.2XX,2`X-S8N-3<@;0T*
M,C<Y+C@Q(#@W-RXP-2!L#0I3#0HP+C4@1PT*,S(P+C,W(#@W-RXP-2!M#0HR
M.#`N,#4@.#<W+C`U(&P-"C(X,"XP-2`X-S<N,#4@;0T*,C@P+C`U(#@W-BXU
M-R!L#0I3#0HP(\$<-"C(X,"XP-2`X-S8N-3<@;0T*,S(P+C,W(#@W-BXU-R!L
M#0HS,C`N,S<@.#<V+C4W(&T-"C,R,"XS-R`X-S<N,#4@;`T*4PT*,"XU(\$<-
M"C,V,2XV-2`X-S<N,#4@;0T*,S(P+C8Q(#@W-RXP-2!L#0HS,C`N-C\$@.#<W
M+C`U(&T-"C,R,"XV,2`X-S8N-3<@;`T*4PT*,"!`#0HS,C`N-C\$@.#<V+C4W
M(&T-"C,V,2XV-2`X-S8N-3<@;`T*,S8Q+C8U(#@W-BXU-R!M#0HS-C\$N-C4@
M.#<W+C`U(&P-"E,-"C`N-2!`#0HT,C(N-C\$@.#<W+C`U(&T-"C,V,2XX.2`X
M-S<N,#4@;`T*,S8Q+C@Y(#@W-RXP-2!M#0HS-C\$N.#D@.#<V+C4W(&P-"E,-
M"C`@1PT*,S8Q+C@Y(#@W-BXU-R!M#0HT,C(N-C\$@.#<V+C4W(&P-"COR,BXV
M,2`X-S8N-3<@;0T*-(R+C8Q(#@W-RXP-2!L#0I3#0HP+C4@1PT*-#8X+C8Y
M(#@W-RXP-2!M#0HT,C(N.#4@.#<W+C`U(&P-"COR,BXX-2`X-S<N,#4@;0T*
M-#(R+C@U(#@W-BXU-R!L#0I3#0HP(\$<-"COR,BXX-2`X-S8N-3<@;0T*-#8X
M+C8Y(#@W-BXU-R!L#0HT-C@N-CD@.#<V+C4W(&T-"COV."XV.2`X-S<N,#4@
M;`T*4PT*,"XU(\$<-"C4P.2XP,2`X-S<N,#4@;0T*-#8X+CDS(#@W-RXP-2!L
M#0HT-C@N.3,@.#<W+C`U(&T-"C0V."XY,R`X-S8N-3<@;`T*4PT*,"!`#0HT
M-C@N.3,@.#<V+C4W(&T-"C4P.2XP,2`X-S8N-3<@;`T*-3`Y+C`Q(#@W-BXU
M-R!M#0HU,#DN,#\$@.#<W+C`U(&P-"E,-"C`N-2!`#0HU,S@N-3,@.#<W+C`U
M(&T-"C4P.2XR-2`X-S<N,#4@;`T*-3`Y+C(U(#@W-RXP-2!M#0HU,#DN,C4@
M.#<V+C4W(&P-"E,-"C`@1PT*-3`Y+C(U(#@W-BXU-R!M#0HU,S@N-3,@.#<V
M+C4W(&P-"C4S."XU,R`X-S8N-3<@;0T*-3,X+C4S(#@W-RXP-2!L#0I3#0HP
M+C4@1PT*-38Y+C<S(#@W-RXP-2!M#0HU,S@N-S<@.#<W+C`U(&P-"C4S."XW
M-R`X-S<N,#4@;0T*-3,X+C<W(#@W-BXU-R!L#0I3#0HP(\$<-"C4S."XW-R`X
M-S8N-3<@;0T*-38Y+C<S(#@W-BXU-R!L#0HU-CDN-S,@.#<V+C4W(&T-"C4V
M.2XW,R`X-S<N,#4@;`T*4PT*,"XU(\$<-"C4W,"XT-2`X-S<N,#4@;0T*-38Y
M+CDW(#@W-RXP-2!L#0HU-CDN.3<@.#<W+C`U(&T-"C4V.2XY-R`X-S8N-3<@
M;`T*4PT*,"!`#0HU-CDN.3<@.#<V+C4W(&T-"C4W,"XT-2`X-S8N-3<@;`T*
M-3<P+C@U(#@W-BXU-R!M#0HU-S`N-#4@.#<W+C`U(&P-"E,-"C`N-2!`#0HU
M-S\$N,3<@.#<W+C`U(&T-"C4W,"XV.2`X-S<N,#4@;`T*-3<P+C8Y(#@W-RXP
M-2!M#0HU-S`N-CD@.#<V+C4W(&P-"E,-"C`@1PT*-3<P+C8Y(#@W-BXU-R!M
M#0HU-S\$N,3<@.#<V+C4W(&P-"C4W,2XQ-R`X-S8N-3<@;0T*-3<Q+C\$W(#@W
M-RXP-2!L#0I3#0HP+C4@1PT*-3<Q+C@Y(#@W-RXP-2!M#0HU-S\$N-#\$.#<W
M+C`U(&P-"C4W,2XT,2`X-S<N,#4@;0T*-3<Q+C@Q(#@W-BXU-R!L#0I3#0HP
M(\$<-"C4W,2XT,2`X-S8N-3<@;0T*-3<Q+C@Y(#@W-BXU-R!L#0HU-S\$N.#D@
M.#<V+C4W(&T-"C4W,2XX.2`X-S<N,#4@;`T*4PT*,"XU(\$<-"C4W,BXS-R`X
M-S<N,#4@;0T*-3<R+C\$S(#@W-RXP-2!L#0HU-S(N,3,@.#<W+C`U(&T-"C4W
M,BXQ,R`X-S8N-3<@;`T*4PT*,"!`#0HU-S(N,3,@.#<V+C4W(&T-"C4W,BXS
M-R`X-S8N-3<@;`T*-3<R+C,W(#@W-BXU-R!M#0HU-S(N,S<@.#<W+C`U(&P-
M"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`R-30N-C\$@.#8T+C@Q(%1M#0HH
MOV%P:71A;") ;BE4:@T*,"XR,30S("TQ+C(S.#(@5\$0-"ELH17AC97-S(&]F
M*2TW-38Q+C8H0V]M;6]N*2TS-3,S+C(H3RDP+C\$H=&AE<BE=5\$H-"BTU+C\$Y
M,2`M,2XR,S@R(%1\$#0I;*\$-O;6UO;BDM,3`U-BXX*%`I,"XQ*%&R(%9A;`5E
M*2TQ-#T*%(I,"XQ*%5T86EN960I+3(P-S(N-BA3:&%R97,@:6XI+3\$T.#`N
M,BA#;VUP<F5H96YS:79E*5U42@T*,"XU,C,Y("TQ+C(S.#(@5\$0-"ELH4VAA
M<F5S*2TQ-C\$Q+C<H3V8@4VAA<F5S*2TQ-SDX+C4H26YC;VUE*2TR-#P*%0I
M,"XQ*%)E87-U<GDI+3,R-#<N-2A);F-O;64I+3(W,34N."A/*3`N,2AT:&5R
M*2TQ,C<X+CDH5&]T86PI751*0I%5`T*,"XU(\$<-"C(T-RXX.2`X,C,N,#4@
M;0T*,C`P+C8Q(#@R,RXP-2!L#0HR,#`N-C\$@.#(S+C`U(&T-"C(P,"XV,2`X
M,C(N-3<@;`T*4PT*,"!`#0HR,#`N-C\$@.#(R+C4W(&T-"C(T-RXX.2`X,C(N
M-3<@;`T*,COW+C@Y(#@R,BXU-R!M#0HR-#<N.#D@.#(S+C`U(&P-"E,-"C`N
M-2!`#0HS,#\$N.#D@.#(S+C`U(&T-"C(U,2XR-2`X,C,N,#4@;`T*,C4Q+C(U
M(#@R,RXP-2!M#0HR-3\$N,C4@.#(R+C4W(&P-"E,-"C`@1PT*,C4Q+C(U(#@R
M,BXU-R!M#0HS,#\$N.#D@.#(R+C4W(&P-"C,P,2XX.2`X,C(N-3<@;0T*,S`Q
M+C@Y(#@R,RXP-2!L#0I3#0HP+C4@1PT*,S4X+C4S(#@R,RXP-2!M#0HS,#4N
M,C4@.#(S+C`U(&P-"C,P-2XR-2`X,C,N,#4@;0T*,S`U+C(U(#@R,BXU-R!L
M#0I3#0HP(\$<-"C,P-2XR-2`X,C(N-3<@;0T*,S4X+C4S(#@R,BXU-R!L#0HS
M-3@N-3,@.#(R+C4W(&T-"C,U."XU,R`X,C,N,#4@;`T*4PT*,"XU(\$<-"COR
M,BXV,2`X,C,N,#4@;0T*,S8Q+C@Y(#@R,RXP-2!L#0HS-C\$N.#D@.#(S+C`U
M(&T-"C,V,2XX.2`X,C(N-3<@;`T*4PT*,"!`#0HS-C\$N.#D@.#(R+C4W(&T-
M"COR,BXV,2`X,C(N-3<@;`T*-#(R+C8Q(#@R,BXU-R!M#0HT,C(N-C\$@.#(S
M+C`U(&P-"E,-"C`N-2!`#0HT.34N-3<@.#(S+C`U(&T-"COR-2XY-R`X,C,N

M, #4@; `T*-# (U+CDW (#@R, RXP-2!M#0HT, C4N.3<@. # (R+C4W (&P-"E, -"C`@ M1PT*-# (U+CDW (#@R, BXU-R!M#0HT.34N-3<@. # (R+C4W (&P-"COY-2XU-R`X M, C (N-3<@; 0T*-#DU+C4W (#@R, RXP-2!L#0I3#0HP+C4@1PT*-3, U+C0Q (#@R M, RXP-2!M#0HT.3@N.3. @. # (S+C`U (&P-"COY."XY, R`X, C, N, #4@; 0T*-#DX M+CDS (#@R, BXU-R!L#0I3#0HP (<-"COY."XY, R`X, C (N-3<@; 0T*-3, U+C0Q M (#@R, BXU-R!L#0HU, S4N-#S@. # (R+C4W (&T-"C4S-2XT, 2`X, C, N, #4@; `T* M4PT*, "XU (<-"C4V.2XW, R`X, C, N, #4@; 0T*-3, X+C`W (#@R, RXP-2!L#0HU M, S@N-S<@. # (S+C`U (&T-"C4S."XW-R`X, C (N-3<@; `T*4PT*, "!"#0HU, S@N M-S<@. # (R+C4W (&T-"C4V.2XW, R`X, C (N-3<@; `T*-38Y+C<S (#@R, BXU-R!M M#0HU-CDN-S, @. # (S+C`U (&P-"E, -"D) 4#0H01C (@, 2!49@T*, 3`N, #<Y (#`@ M, " `Q, "XP-SD@, SDN-3<@. #S@C4S (%1M#0I; *\$IA; G5A<GD@, 2P@, 3DY-RDM M, 3`P.30N-2@D, 38N."DM, C@Y, RXT*"0V."XX*2TS-3, V+C, H) #0S, BXP*2TR M. # (R+C\$H) %PH, 30R+C4I+3\$R+C<H7"DI+30Q, 3DN."@D*2TU, #`N, 2A<*XY M*2TQ, BXT*%PI*2TS, 38W+C, H) %PH, RXV*2TQ, BXU*%PI*2TQ, #`P+C4H) #, W M, "XV*5U42@T*, "XS, #DV ("TQ+C (Q-#0@5\$0-"BA#; VUP<F5H96YS:79E (&EN M8V]M92E4:@T*, "XS, #DV ("TQ+C (Q-#0@5\$0-"ELH3F5T (&EN8V]M92DM, C, Q M, C8N.2@U-"XY*2TR, #, Y-2XQ*#4T+CDI751*#0I4*%T**\$]T: &5R (&-O; 7!R M96AE; G-I=F4@:6YC; VUE*51J#0HP+C, P.38@+3\$N, C\$T-"!41`T*6RA5; G)E M86QI>F5D (&QO<W-E<R!O; B!S96-U<FET:65S*2TR-S<W, RXS*%PH, 2XP*2TQ M, BXU*%PI*2TW-S8S*%PH, 2XP*2TQ, BXU*%PI*5U42@T*5"H-"ELH1F]R96EG M; B!C=7)R96YC>2!T<F%N<VQA=&EO; B!A9&HN*2TR-S4R, RXU*%PH+C\$I+3\$R M+C0H7"DI+3@R-C, N, 2A<*XQ*2TQ, BXT*%PI*5U42@T*150-"C`N-2!`#0HU M-C8N, S<@-SOV+C0Y (&T-"C4T, RXX, 2`W-#8N-#D@; `T*-30S+C@Q (#<T-BXT M.2!M#0HU-#, N.#S@-SOV+C`Q (&P-"E, -"C`@1PT*-30S+C@Q (#<T-BXP, 2!M M#0HU-C8N, S<@-SOV+C`Q (&P-"C4V-BXS-R`W-#8N, #S@; 0T*-38V+C, W (#<T M-BXT.2!L#0I3#0I"5`T*, 3`N, #<Y (#`@, " `Q, "XP-SD@-3 (N, #4@-S, T+CDW M (%1M#0HH5&]T86P@8V]M<')E: &5N<VEV92!I; F-O; 64I5&H-"COY+C (Y, #0@ M, " !41`T**4S+C@I5&H-"B] &-2`Q (%1F#0HM-3`N, CSY, 2`M, 2XR, 30T (%1\$ M#0I; *\$-A<V@&EV:61E; F1S (%PR, C<@) #S@N, S`@82!S: &%R92DM, 30W.3@N M.2A<*#T+C@I+3\$R+C8H7"DI+3\$Y-S\$V+C4H7"Q@-"XX*2TQ, BXV*%PI M*2T*5"H-"BA3=&]C:R!P; &%N<RE4:@T*, "XS, #DV ("TQ+C (Q-#0@5\$0-"ELH M4F5S=")I8W1E9"!S=&]C:R]S=&]C:R!O<!I; VYS*2TQ, #0W.2XT*"XR*2TQ M, 30T, 2XW*"XT*2TQ, 3`V, "XW*%PH+C4I+3\$R+C0H7"DI+3, P, #`N-B@N*3`H M, 2E=5\$H-"E0J#0I; *%I<F90<FUA; F-E ('-H87)E<RDM, 30V, C\$H+C@I+3\$Q M-#0Q+C<H+C<I+3\$P.#DT*#S@N, "DM, C@T-2XW*# (N-2E=5\$H-"BTP+C, P.38@ M+3\$N, C\$T-"!41`T*6RA297!U<F-H87-E<R!O9B!#; VUM; VX@4VAA<F5S*2TR M, 3\$R, 2XS*%PH-"XY*2TQ, BXU*%PI*2TQ-#, Q, 2XR*%PH-"XY*2TQ, BXU*%PI M*5U42@T*5"H-"BA/=&AE<BE4:@T*, S0N.3<Y-2`P (%1\$#0I; *XQ*2TQ-30X M.2XW*"XQ*5U42@T*150-"C`N-2!`#0HR, C<N.3<@-C4W+C8Y (&T-"C (Q, "XT M-2`V-3<N-CD@; `T*, C\$P+C0U (#8U-RXV.2!M#0HR, 3`N-#4@-C4W+C (Q (&P-" M"E, -"C`@1PT*, C\$P+C0U (#8U-RXR, 2!M#0HR, C<N.3<@-C4W+C (Q (&P-"C (R M-RXY-R`V-3<N, C\$@; 0T*, C (W+CDW (#8U-RXV.2!L#0I3#0HP+C4@1PT*, C<Y M+C@Q (#8U-RXV.2!M#0HR-C (N, CD@-C4W+C8Y (&P-"C (V, BXR.2`V-3<N-CD@ M; 0T*, C8R+C (Y (#8U-RXR, 2!L#0I3#0HP (<-"C (V, BXR.2`V-3<N, C\$@; 0T* M, C<Y+C@Q (#8U-RXR, 2!L#0HR-SDN.#S@-C4W+C (Q (&T-"C (W.2XX, 2`V-3<N M-CD@; `T*4PT*, "XU (<-"C, T, RXQ-R`V-3<N-CD@; 0T*, S (P+C8Q (#8U-RXV M.2!L#0HS, C`N-C\$@-C4W+C8Y (&T-"C, R, "XV, 2`V-3<N, C\$@; `T*4PT*, " ! M#0HS, C`N-C\$@-C4W+C (Q (&T-"C, T, RXQ-R`V-3<N, C\$@; `T*, S0S+C\$W (#8U M-RXR, 2!M#0HS-#, N, 3<@-C4W+C8Y (&P-"E, -"C`N-2!`#0HT, # (N-CD@-C4W M+C8Y (&T-"C, W-BXW-R`V-3<N-CD@; `T*, S<V+C`W (#8U-RXV.2!M#0HS-S8N M-S<@-C4W+C (Q (&P-"E, -"C`@1PT*, S<V+C`W (#8U-RXR, 2!M#0HT, # (N-CD@ M-C4W+C (Q (&P-"C@P, BXV.2`V-3<N, C\$@; 0T*-#`R+C8Y (#8U-RXV.2!L#0I3 M#0HP+C4@1PT*-#8X+C8Y (#8U-RXV.2!M#0HT-3 (N.#4@-C4W+C8Y (&P-"C0U M, BXX-2`V-3<N-CD@; 0T*-#4R+C@U (#8U-RXR, 2!L#0I3#0HP (<-"C0U, BXX M-2`V-3<N, C\$@; 0T*-#8X+C8Y (#8U-RXR, 2!L#0HT-C@N-CD@-C4W+C (Q (&T-" M"COV."XV.2`V-3<N-CD@; `T*4PT*, "XU (<-"C4R-2XP.2`V-3<N-CD@; 0T* M-3`Y+C (U (#8U-RXV.2!L#0HU, #DN, C4@-C4W+C8Y (&T-"C4P.2XR-2`V-3<N M, C\$@; `T*4PT*, "!"#0HU, #DN, C4@-C4W+C (Q (&T-"C4R-2XP.2`V-3<N, C\$@ M; `T*-3 (U+C`Y (#8U-RXR, 2!M#0HU, C4N, #D@-C4W+C8Y (&P-"E, -"C`N-2!` M#0HU-C8N, S<@-C4W+C8Y (&T-"C4T, RXX, 2`V-3<N-CD@; `T*-30S+C@Q (#8U M-RXV.2!M#0HU-#, N.#S@-C4W+C (Q (&P-"E, -"C`@1PT*-30S+C@Q (#8U-RXR M, 2!M#0HU-C8N, S<@-C4W+C (Q (&P-"C4V-BXS-R`V-3<N, C\$@; 0T*-38V+C, W M (#8U-RXV.2!L#0I3#0I"5`T*, 3`N, #<Y (#`@, " `Q, "XP-SD@, SDN-3<@-C0V M+C\$W (%1M#0I; *\$1E8V5M8F5R (#, Q+"`Q.3DW*2TY, #DU+C<H, 38N."DM, S, Y M, RXU*#8Y+C@I+30P, S8N-"@T-S (N, 2DM, S, R, BXQ*%PH, 30V+C (I+3\$R+C<H M7"DI+30V, 3DN.2A<*# (N, "DM, 3 (N-2A<*2DM, S8V-RXT*%PH, RXQ*2TQ, BXU M*%PI*2TQ-3`P+C4H-#`W+C0I751*#0HP+C, P.38@+3\$N, C\$T-"!41`T**\$-O M; 7!R96AE; G-I=F4@:6YC; VUE*51J#0HP+C, P.38@+3\$N, C\$T-"!41`T*6RA. M970@:6YC; VUE*2TR, S\$R-BXY*#4W+C0I+3 (P, SDU+C\$H-3<N-"E=5\$H-"E0J M#0HH3W1H97 (@8V]M<')E: &5N<VEV92!I; F-O; 64I5&H-"C`N, S`Y-B`M, 2XR M, 30T (%1\$#0I; *%5N<F5A; &EZ960@; &]S<V5S (&]N ('-E8W5R:71I97, I+3 (W M-S<S+C, H7"@R+C, I+3\$R+C4H7"DI+3<W-C, H7"@R+C, I+3\$R+C4H7"DI751* M#0I%5`T*, "XU (<-"C4V-BXS-R`U.3, N, S<@; 0T*-30S+C@Q (#4Y, RXS-R!L M#0HU-#, N.#S@-3DS+C, W (&T-"C4T, RXX, 2`U.3 (N.#D@; `T*4PT*, "!"#0HU M-#, N.#S@-3DR+C@Y (&T-"C4V-BXS-R`U.3 (N.#D@; `T*-38V+C, W (#4Y, BXX M.2!M#0HU-C8N, S<@-3DS+C, W (&P-"E, -"D) 4#0HQ, "XP-SD@, " `P (#\$P+C`W M.2`U, BXP-2`U.#S@. #4@5&T-"BA4; W1A; " !C; VUP<F5H96YS:79E (&EN8V]M M92E4:@T*-#DN, CDP-"`P (%1\$#0HH-34N, 2E4:@T*+34P+C (Q.3\$@+3\$N, C\$T M-"!41`T*6RA#87-H (&1I=FED96YD<R!<, C (W ("0Q+C0U (&\$@<VAA<F4I+3\$T M-SDX+CDH7"Q@-BXS*2TQ, BXV*%PI*2TQ.3<Q-BXU*%PH, 38N, RDM, 3 (N-BA< M*2E=5\$H-"E0J#0HH4W108VLO<@QA; G, I5&H-"C`N, S`Y-B`M, 2XR, 30T (%1\$ M#0I; *)E:W1R:6-T960@<W108VLO<W108VLO<W!T:6]N<RDM, 3`T-SDN-"@N M, RDM, 3\$T-#S@N-R@N-BDM, 3\$S.30H+C (I+3 (X-#4N-B@Q+C\$S751*#0I4*%T* M6RA097)F; W)M86YC92!S: &%R97, I+3\$T-C (Q*"XW*2TQ, #DT, 2XV*#S@N, 2DM M, 3\$P-C`N."A<*XR*2TQ, BXT*%PI*2TR-3`P+C8H, 2XV*5U42@T*+3`N, S`Y

M-B`M,2XR,30T(%!\$#0I;*)E<'5R8VAA<V5S(&]F(\$-0;6UO;B!3:&%R97,I
M+3(P-C(Q+C(H7"EQ,2XU*2TQ,BXV*%PI*2TQ,S@Q,2XR*%PH,3\$N-2DM,3(N
M-BA<*2E=5\$H-"EOJ#0I;*\$]T:&5R*2TR,#4Q,2XQ*"XQ*2TQ,30T,2XW*"XQ
M*2TQ-30X.2XW*"XR*5U42@T*150-"C`N-2!'#0HR,C<N.3<@-3`T+C4W(&T-
M"C(Q,"XT-2`U,#0N-3<@;`T*,C\$P+C0U(#4P-"XU-R!M#0HR,3`N-#4@-3`T
M+C`Y(&P-"E,-"C`@1PT*,C\$P+C0U(#4P-"XP.2!M#0HR,C<N.3<@-3`T+C`Y
M(&P-"C(R-RXY-R`U,#0N,#D@;0T*,C(W+CDW(#4P-"XU-R!L#0I3#0HP+C4@
M1PT*,C`Y+C@Q(#4P-"XU-R!M#0HR-C(N,CD@-3`T+C4W(&P-"C(V,BXR.2`U
M,#0N-3<@;0T*,C8R+C(Y(#4P-"XP.2!L#0I3#0HP(\$<-"C(V,BXR.2`U,#0N
M,#D@;0T*,C`Y+C@Q(#4P-"XP.2!L#0HR-SDN.#\$@-3`T+C`Y(&T-"C(W.2XX
M,2`U,#0N-3<@;`T*4PT*, "XU(\$<-"C,T,RXQ-R`U,#0N-3<@;0T*,S(P+C8Q
M(#4P-"XU-R!L#0HS,C`N-C\$@-3`T+C4W(&T-"C,R,"XV,2`U,#0N,#D@;`T*
M4PT*, "!'#0HS,C`N-C\$@-3`T+C`Y(&T-"C,T,RXQ-R`U,#0N,#D@;`T*,S0S
M+C\$W(#4P-"XP.2!M#0HS-#N,3<@-3`T+C4W(&P-"E,-"C`N-2!'#0HT,#(N
M-CD@-3`T+C4W(&T-"C,W-BXW-R`U,#0N-3<@;`T*,S<V+C<W(#4P-"XU-R!M
M#0HS-S8N-S<@-3`T+C`Y(&P-"E,-"C`@1PT*,S<V+C<W(#4P-"XP.2!M#0HT
M,#(N-CD@-3`T+C`Y(&P-"C0P,BXV.2`U,#0N,#D@;0T*-*`R+C8Y(#4P-"XU
M-R!L#0I3#0HP+C4@1PT*-*8X+C8Y(#4P-"XU-R!M#0HT-3(N.#4@-3`T+C4W
M(&P-"COU,BXX-2`U,#0N-3<@;0T*-*4R+C@U(#4P-"XP.2!L#0I3#0HP(\$<-
M"COU,BXX-2`U,#0N,#D@;0T*-*8X+C8Y(#4P-"XP.2!L#0HT-C@N-CD@-3`T
M+C`Y(&T-"COV."XV.2`U,#0N-3<@;`T*4PT*, "XU(\$<-"C4R-2XP.2`U,#0N
M-3<@;0T*-3`Y+C(U(#4P-"XU-R!L#0HU,#DN,C4@-3`T+C4W(&T-"C4P.2XR
M-2`U,#0N,#D@;`T*4PT*, "!'#0HU,#DN,C4@-3`T+C`Y(&T-"C4R-2XP.2`U
M,#0N,#D@;`T*-3(U+C`Y(#4P-"XP.2!M#0HU,C4N,#D@-3`T+C4W(&P-"E,-
M"C`N-2!'#0HU-C8N,S<@-3`T+C4W(&T-"C4T,RXX,2`U,#0N-3<@;`T*-30S
M+C@Q(#4P-"XU-R!M#0HU-#N,#\$@-3`T+C`Y(&P-"E,-"C`@1PT*-30S+C@Q
M(#4P-"XP.2!M#0HU-C8N,S<@-3`T+C`Y(&P-"C4V-BXS-R`U,#0N,#D@;0T*
M-38V+C,W(#4P-"XU-R!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@
M,3`N,#<Y(#,Y+C4W(#0Y,BXS,R!4;0T*6RA\$96-E;6)E<B`S,2P@,3DY."DM
M.#@W,RXW*#\$V+C@I+3,S.3,N-2@W,"XY*2TT,#,V+COH-3\$S+C(I+3,S,C(N
M,2A<*\$U-2XY*2TQ,BXW*%PI*2TT-C\$Y+CDH7"@T+C,I+3\$R+C4H7"DI+3,V
M-C<N-"A<*\$#N,2DM,3(N-2A<*2DM,34P,"XU*#0S-RXV*5U42@T*,"XS,#DV
M("TQ+C,S,S4@5\$0-"BA#;VUP<F5H96YS:79E(&EN8V]M92E4:@T*,"XS,#DV
M("TQ+C,S,S4@5\$0-"ELH3F5T(&EN8V]M92DM,C,T-CSH-"XX*2TR,#@Y-2@T
M+C@I751*#0I4*#T**\$]T:&5R(&-O;7!R96AE;G-I=F4@:6YC;VUE*51J#0HP
M+C,P.38@+3\$N,S,S-2!41`T*6RA5;G)E86QI>F5D(&QO<W-E<R!O;B!S96-U
M<FET:65S*2TR-S<Q-BXT*%PH+C@I+3\$R+C0H7"DI+3@R-C,N,2A<*"XY*2TQ
M,BXT*%PI*5U42@T*150-"C`N-2!'#0HU-C8N,S<@-#T+C(U(&T-"C4T,RXX
M,2`T,S0N,C4@;`T*-30S+C@Q(#0S-"XR-2!M#0HU-#N.#\$@-#S+C<W(&P-
M"E,-"C`@1PT*-30S+C@Q(#0S,RXW-R!M#0HU-C8N,S<@-#S+C<W(&P-"C4V
M-BXS-R`T,S,N-S<@;0T*-38V+C,W(#0S-"XR-2!L#0I3#0I"5`T*,3`N,#<Y
M(#`@,"Q,"XP-SD@-3(N,#4@-#(R+C`Q(%!M#0HH5@]T86P@8V]M<')E:&5N
M<VEV92!I;F-O;64I5&H-"C0Y+C<Y,#4@,"!41`T**#N.2E4:@T*+T8T(#\$@
M5&8-"BTU,"XW,3DQ("TQ+C,S,S4@5\$0-"ELH0V\$S:"!D:79I9&5N9',@7#(R
M-R`D,2XU,"!A('H87)E*2TQ-#R."XY*%PH,38N-RDM,3(N-BA<*2DM,3DW
M,38N-2A<*\$V+C<I+3\$R+C8H7"DI751*#0I4*#T**\$-T;V-K('!L86YS*51J
M#0HP+C,P.38@+3\$N,S,S-2!41`T*6RA297-T<FEC=&5D('T;V-K+W-T;V-K
M(&]P=&EO;G,I+3(Q.34P+C\$H+C,I+3\$Q,SDT*"XT*2TS,SOU+C<H+C<I751*
M#0I4*#T*6RA097)F;W)M86YC92!S:&%R97,I+3\$S,3(P+C<H7"@S+C@I+3\$R
M+C4H7"DI+3\$P-3DV+C8H,2XT*2TQ,#@Y-"XQ*#SN-BDM,S`Q,BXT*%PH+C@I
M+3\$R+C0H7"DI751*#0HM,"XS,#DV("TQ+C,S,S4@5\$0-"ELH4F5P=7)C:&%S
M97,@;V8@0V]M;6]N(%-H87)E<RDM,3DW.#<N,RA<*\$S+W+C(I+3\$R+C8H7"DI
M+3\$S.#\$Q+C(H7"EQ-RXR*2TQ,BXV*%PI*5U42@T*5"H-"ELH3W1H97(I+3(P
M,C,S+C\$H+BDP*#\$I+3\$Q,3`X+C,H7"@N,2DM,3(N-"A<*2DM,3`W,34N-RA<
M*"XQ*2TQ,BXT*%PI*2TR-C8W+C,H7"@N,2DM,3(N-"A<*2E=5\$H-"D54#0HP
M+C4@1PT*,C(W+CDW(#,S-RXP-2!M#0HR,3`N-#4@,S,W+C`U(&P-"C(Q,"XT
M-2`S,S<N,#4@;0T*,C\$P+C0U(#,S-BXU-R!L#0I3#0HP(\$<-"C(Q,"XT-2`S
M,S8N-3<@;0T*,C(W+CDW(#,S-BXU-R!L#0HR,C<N.3<@,S,V+C4W(&T-"C(R
M-RXY-R`S,S<N,#4@;`T*4PT*, "XU(\$<-"C(W.2XX,2`S,S<N,#4@;0T*,C8R
M+C(Y(#,S-RXP-2!L#0HR-C(N,CD@,S,W+C`U(&T-"C(V,BXR.2`S,S8N-3<@
M;`T*4PT*, "!'#0HR-C(N,CD@,S,V+C4W(&T-"C(W.2XX,2`S,S8N-3<@;`T*
M,C<Y+C@Q(#,S-BXU-R!M#0HR-SDN.#\$@,S,W+C`U(&P-"E,-"C`N-2!'#0HS
M-#N,3<@,S,W+C`U(&T-"C,R,"XV,2`S,S<N,#4@;`T*,S(P+C8Q(#,S-RXP
M-2!M#0HS,C`N-C\$@,S,V+C4W(&P-"E,-"C`@1PT*,S(P+C8Q(#,S-BXU-R!M
M#0HS-#N,3<@,S,V+C4W(&P-"C,T,RXQ-R`S,S8N-3<@;0T*,S0S+C\$W(#,S
M-RXP-2!L#0I3#0HP+C4@1PT*-*R+C8Y(#,S-RXP-2!M#0HS-S8N-S<@,S,W
M+C`U(&P-"C,W-BXW-R`S,S<N,#4@;0T*,S<V+C<W(#,S-BXU-R!L#0I3#0HP
M(\$<-"C,W-BXW-R`S,S8N-3<@;0T*-*R+C8Y(#,S-BXU-R!L#0HT,#(N-CD@
M,S,V+C4W(&T-"C0P,BXV.2`S,S<N,#4@;`T*4PT*, "XU(\$<-"C0V."XV.2`S
M,S<N,#4@;0T*-*4R+C@U(#,S-RXP-2!L#0HT-3(N.#4@,S,W+C`U(&T-"C0U
M,BXX-2`S,S8N-3<@;`T*4PT*, "!'#0HT-3(N.#4@,S,V+C4W(&T-"C0V."XV
M.2`S,S8N-3<@;`T*-#8X+C8Y(#,S-BXU-R!M#0HT-C@N-CD@,S,W+C`U(&P-
M"E,-"C`N-2!'#0HU,C4N,#D@,S,W+C`U(&T-"C4P.2XR-2`S,S<N,#4@;`T*
M-3`Y+C(U(#,S-RXP-2!M#0HU,#DN,C4@,S,V+C4W(&P-"E,-"C`@1PT*-3`Y
M+C(U(#,S-BXU-R!M#0HU,C4N,#D@,S,V+C4W(&P-"C4R-2XP.2`S,S8N-3<@
M;0T*-3(U+C`Y(#,S-RXP-2!L#0I3#0HP+C4@1PT*-38V+C,W(#,S-RXP-2!M
M#0HU-#N.#\$@,S,W+C`U(&P-"C4T,RXX,2`S,S<N,#4@;0T*-30S+C@Q(#,S
M-BXU-R!L#0I3#0HP(\$<-"C4T,RXX,2`S,S8N-3<@;0T*-38V+C,W(#,S-BX
M-R!L#0HU-C8N,S<@,S,V+C4W(&T-"C4V-BXS-R`S,S<N,#4@;`T*4PT*0E0-
M"C\$P+C`W.2`P(#`@,3`N,#<Y(#,Y+C4W(#,R-"XX,2!4;0T*6RA\$96-E;6)E
M<B`S,2P@,3DY."DM.#,W,RXV*#0Q-BXX*2TR.#DS+COH)#8W+C\$I+3,U,S8N
M,R@D-3`Q+C,I+3(X,C(N,2@D7"@Q-S\$N-2DM,3(N-RA<*2DM-#Q.2XX*"1<
M*#4N,BDM,3(N-2A<*2DM,S\$V-RXS*"1<*\$N,BDM,3(N-2A<*2DM,3`P,"XU
M*"0T,#<N,RE=5\$H-"D54#0HP+C4@9PT*,C\$P+C0U(#,R,"XT.2`Q-RXU,B`M
M,BXX,"!R90T*9@T*,C8R+C(Y(#,R,"XT.2`Q-RXU,B`M,BXX,"!R90T*9@T*

M, S (P+C8Q (#, R, "XT.2`R, BXU-B`M, BXX. "!R90T*9@T*, S<V+C<W (#, R, "XT
M.2`R-2XY, B`M, BXX. "!R90T*9@T*-#4R+C@U (#, R, "XT.2`Q-2XX-"`M, BXX
M. "!R90T*9@T*-3`Y+C (U (#, R, "XT.2`Q-2XX-"`M, BXX. "!R90T*9@T*-30S
M+C@Q (#, R, "XT.2`R, BXU-B`M, BXX. "!R90T*9@T*0E-"B] &, B`Q (%1F#0HQ
M, B`P (#`@, 3 (@, C4N-C4@, CDP+C<S (%1M#0HP (&<-"BA3964@; F] T97, @=&\@
M8V]N<V]L: 61A=&5D (&9I; F%N8VEA; " !S=&%T96UE; G1S+B`I5&H-"C (R+C@X
M ("TR+C, @5\$0-"B@S.2`I5&H-"D54#0IE; F1S=')E86T-"F5N9&]B:@T*, R`P
M (&]B:@T*/#P-"B]0<F]C4V5T (%L04\$1& "]"497AT (%T-"B] &; VYT (#P#0HO
M1C (@-"`P (% ("B] &, R`U (#`@4@T*+T8T (#8@, " !2#0HO1C4@-R`P (% ("CX^
M#0HO17AT1U-T871E (#P#0HO1U, Q (#@@, " !2#0H^/@T*/CX-"F5N9&]B:@T*
M, 3`@, " !08FH-"CP\#0HO5`EP92`O2&%L9G1O; F4-"B] (86QF=&]N951Y<&4@
M, OT*+TAA; &9T; VYE3F%M92`H1&5F875L="D-"B] &<F5Q=65N8WDE-C`-"B] !
M; F=L92`T-OT*+U-P; W1&=6YC=&EO; B`O4F]U; F0-"CX^#0IE; F108FH-"C@@
M, " !08FH-"CP\#0HO5`EP92`O17AT1U-T871E#0HO4T\$@9F%L<V4-"B] /4" !F
M86QS90T*+TAA ("] \$969A=6QT#0H^/@T*96YD; V) J#0HT (#`@; V) J#0H\`/T*
M+U1Y<&4@+T9Q; G0-"B] 3=6) T>7!E ("] 4>7!E, OT*+TYA; 64@+T8R#0HO0F%
M949O; G0@+U1I; 65S+5) O; 6%N#0H^/@T*96YD; V) J#0HU (#`@; V) J#0H\`/T*
M+U1Y<&4@+T9Q; G0-"B] 3=6) T>7!E ("] 4>7!E, OT*+TYA; 64@+T8S#0HO0F%
M949O; G0@+U1I; 65S+4) O; &0-"CX^#0IE; F108FH-"C8@, " !08FH-"CP\#0HO
M5`EP92`O1F]N="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F%M92`O1C0-"B] &; F-O
M9&EN9R`Q, 2`P (% ("B] "87-E1F]N="`O5&EM97, M0F]L9`T*/CX-"F5N9&]B
M:@T*-R`P (&]B:@T*/#P-"B] 4>7!E ("] &; VYT#0HO4W5B="EP92`O5`EP93\$-
M"B] .86UE ("] &-0T*+T5N8V]D: 6YG (#\$Q (#`@4@T*+T) A<V5&; VYT ("] 4: 6UE
M<RU2; VUA; @T*/CX-"F5N9&]B:@T*, 3\$@, " !08FH-"CP\#0HO5`EP92`O16YC
M; V1I; F<-"B] \$: 69F97)E; F-E<R!; (#`O9W) A=F4O86-U=&4O8VER8W5M9FQE
M>"]T: 6QD92]M86-R; VXO8G)E=F4O9&]T86-C96YT+V1I97)E<VES#0HO<FEN
M9R]C961I; &QA+VAU; F=A<G5M; &%U="]O9V]N96LO8V%R; VXO9&]T; &5S<VDO
M9FD09FP-"B] , <VQA<V@O; '-L87-H+UIC87) O; B] Z8V%R; VXO; 6EN=7, @, SDO
M<75O=&5S: 6YG; &4@. 38O9W) A=F4@, 3, P+W%U; W1E<VEN9VQB87-E#0HO9FQO
M<FEN+W%U; W1E9&]L8F%92]E; &QI<' -I<R]D86=G97 (O9&%G9V5R9&) L+V-I
M<F-U; 69L97@O<&5R=&AO=7-A; F0O4V-A<F]N#0HO9W5I; '-I; F=L; &5F="] /
M12`Q-#4O<75O=&5L969T+W%U; W1E<FEG: '0O<75O=&5D8FQ1969T+W%U; W1E
M9&)L<FEG: '0O8G5L; &5T+V5N9&%S: 'T*+V5M9&%S: "]T: 6QD92]T<F%D96UA
M<FLO<V-A<F]N+V-U: 6QS: 6YG; ') I9VAT+V]E (#\$U.2]99&EE<F5S: 7, @, 38T
M+V-U<G)E; F-Y#0H@, 38V+V)R; VME; F)A<B`Q-C@O9&EE<F5S: 7, O8V]P>7) I
M9VAT+V]R9&9E; 6EN: 6YE (#\$W, B]L; V=I8V%L; F]T+VAY<&AE; B]R96=I<KW1E
M<F5D+VUA8W)O; @T*+V1E9W)E92]P; '5S; 6EN=7, O='O<W5P97) I; W(O=&AR
M965S=7!E<FEO<B]A8W5T92]M=2`Q.#, O<&5R: 6]D8V5N=&5R960O8V5D: 6QL
M8OT*+V]N97-U<&5R: 6]R+V]R9&UA<V-U; &EN92`Q.#@O; VYE<75A<G1E<B]O
M; F5H86QF+W1H<F5E<75A<G1E<G, @, 3DR+T%G<F%V92] !86-U=&4006-I<F-U
M; 69L97@-"B] !=&EL9&40061I97)E<VES+T%R: 6YG+T%T-C961I; &QA+T5G
M<F%V92] %86-U=&405&AO<FXO9V5R; 6%N9&)L<R]A9W) A=F4O86C=71E+V%C: 7)C
M=6UF; &5X#0HO871I; &1E+V%D: 65R97-I<R]A<FEN9R]A92]C8V5D: 6QL82]E
M9W) A=F4O96C=71E+V5C: 7)C=6UF; &5X#0HO961I97)E<VES+VEG<F%V92] I
M86-U=&4O: 6-I<F-U; 69L97@O: 61I97)E<VES+V5T: "]N=&EL9&4O; V=R879E
M#0HO; V%C=71E+V]C: 7)C=6UF; &5X+V]T: 6QD92]O9&EE<F5S: 7, O9&EV: 61E
M+V]S; &%S: "]U9W) A=F4O=6C=71E#0HO=6-I<F-U; 69L97@O=61I97)E<VES
M+WEA8W5T92]T: &]R; B]Y9&EE<F5S: 7, -"ET-"CX^#0IE; F108FH-"C\$@, " !O
M8FH-"CP\#0HO5`EP92`O4&%G90T*+U!A<F5N="`Y (#`@4@T*+U)E<V]U<F-E
M<R`S (#`@4@T*+T-O; G1E; G1S (# (@, " !2#0H^/@T*96YD; V) J#0HY (#`@; V) J
M#0H\`/T*+U1Y<&4@+U!A9V5S#0HO2VED<R!; , 2`P (%)=#0HO0V]U; G0@, OT*
M+TUE9&EA0F]X (%LP (#`@-C\$R (#\$P, #A=#0H^/@T*96YD; V) J#0HQ, B`P (&]B
M:@T*/#P-"B] 4>7!E ("] #871A; &]G#0HO4&%G97, @.2`P (% ("CX^#0IE; F1O
M8FH-"C\$S (#`@; V) J#0H\`/T*+T-R96%T: 6]N1&%T92`H1#HQ. 3\$P, #`S, 38Q
M-C\$R, C (I#0HO4')O9`5C97 (@*%PS-S9<, S<W7#`P, \$%<, #`P8UPP, #!R7#`P
M, &] <, #`P8EPP, #!A7#`P, '1<, #`P (%PP, #!\$7#`P, &E<, #`P<UPP, #!T7#`P
M, &E<, #`P; %PP, #!L7#`P, &5<, #`P<EPP, #`@7#`P, #-<, #`P+PPP, #`P7#`P
M, # (I#0H^/@T*96YD; V) J#0IX<F5F#0HP (#\$T#0HP, #`P, #`P, #`P (#8U-3, U
M (&8-"C`P, #`P, 3, W, C`@, #`P, #`@; @T*, #`P, #`P, #`Q-R`P, #`P, " !N#0HP
M, #`P, #SQ-CDW (#`P, #`P (&X-"C`P, #`P, 3 (P-#<@, #`P, #`@; @T*, #`P, #`Q
M, C\$S-R`P, #`P, " !N#0HP, #`P, #SQ, C (V (#`P, #`P (&X-"C`P, #`P, 3 (S, S, @
M, #`P, #`@; @T*, #`P, #`Q, 3DV. " `P, #`P, " !N#0HP, #`P, #SQ. #`X (#`P, #`P
M (&X-"C`P, #`P, 3\$X, S4@, #`P, #`@; @T*, #`P, #`Q, COT, 2`P, #`P, " !N#0HP
M, #`P, #SQ. #DX (#`P, #`P (&X-"C`P, #`P, 3, Y-30@, #`P, #`@; @T*=')A: 6QE
M<@T*/#P-"B] 3: 7IE (#\$T#0HO4F]O="`Q, B`P (% ("B]); F9O (#\$S (#`@4@T*
M+TE\$ (%L)8C=B-S4R, S5A9F%F, S8X9C)B, 3AB, & (R93`U-S`X. 34`/& (W8C<U
M, C, U869A9C, V. &8R8C\$X8C!B, F4P-3<P. #DU/ET-"CX^#0IS=&%R='AR968-
/"CST, 30W#0HE) 45/1@T*

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#`@;V)J#0H\`T*+TQE;F=T:"`T,38R#0H^
M/@T*+W1R96#M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-#DN
M-S<@5&T-C`@9PT*+T=3,2!G<PT*,!48PT*,!4=PT**`I5&H-"CQ+C,V
M("TR+C,@5\$0-"BA%>&A18FET(#\$S7"AG7"D@*51J#0H01C,@,2!49@T*,`M,2XQ-B!41`T**\$-L979E
M+C,V("TR+C,V(%1\$#0HH3F]T97,@=&\@0V]N<V]L:61A=&5D(\$9I;F%N8VEA
M;"!3=&T96UE;G1S*51J#0H01C(@,2!49@T*,`M,2XQ-B!41`T**\$-L979E
M;&%N9"U#;&EF9G,@26YC(&%N9"!#;VYS;VQI9&%T960@4W5B<VED:6%R:65S
M("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA!8V-O=6YT:6YG(%!O;&EC
M:65S*51J#0HP("TR+C@5\$0-"BA"87-I<R!O9B!#;VYS;VQI9&%T:6]N.B`I
M5&H-"B] & B`Q(%1F#0HQ,"XQ,B`P(%1\$#0HH5&AE(&-O;G-O;&ED871E9"!F
M:6YA;F-I86P@<W1A=&5M96YT<R!I;F-L=61E('1H92!A8V-O=6YT<R!O9B!T
M:&4@0V]M<&%N>2!A;F0@:71S("E4:@T*+T8T(#\$@5&8-"BTQ,"XQ,B`M,2XQ
M-B!41`T**&UA:F]R:71Y+6]W;F5D('U8G-I9&EA<FEE<R!<*%PR,C-#;VUP
M86YY7#(R-&%PI+B!<,C(\$26YV97-T;65N=!,@:6X@07-S;V-I871E9"!#;VUP
M86YI97-<,C(T(&%R92!C;VUP<FES960@;V8@<&%R=&YE<G-H:7!S("E4:@T*
M,"`M,2XQ,B!41`T**&%N9"!U;F-O;G-O;&ED871E9"!C;VUP86YI97,@7"AC
M,C(S=F5N='5R97-<,C(T7"D@=VAI8V@=@=&AE(\$-O;7!A;GD@9&]E<R!N;W0@
M8V]N=')O;"X@4W5C:"!I;G9E<W1M96YT<R!A<F4@86-C;W5N=&5D("E4:@T*
M5"H-"BAB>2!T:&4@97%U:71Y(&UE=&AO9"!A;F0@:6YC;'5D92P@=VAE<F4@
M87!P<F]P<FEA=&4L(&-A<&ET86QI>F5D(&EN=&5R97-T(&EN8W5R<F5D(&1U
M<FEN9R!T:&4@8V]N<W1R=6-T:6]N('!H87-E(&]F("E4:@T*5"H-"BAQ=6%L
M:69Y:6YG(&%S<V5T<R!<*`-E92!.;W1E(#)<*2X@5&AE(\$-O;7!A;GE<,C(R
M<R!S:&%R92!O9B!E87)N:6YG<R!O9B!M:6YI;F<@=F5N='5R97,@9G)O;2!W
M:&EC:"!T:&4@0V]M<&%N>2`I5&H-"E0J#0HH<'5R8VAA<V5S(&ER;VX@;W)E
M(&ES(&-R961I=&5D('!O(%PR,C-#;W-T(&]F(\$=O;V1S(%-O;&0@86YD(\$]P
M97)A=&EN9R!%>'!E;G-E<UPR,C0@=7!O;B!S86QE(&]F('1H92!P<F]D=6-T
M+B!(!;WOM*51J#0I4*%T**&)R:7%U971T960@:7)O;B!<*%PR,C-(ODE<,C(T
M7"D@=F5N='5R92!R97-U;'!S(&%R92!R969L96-T960@87,@7#(R,T5Q=6ET
M>2!,;W-S(&EN(\$-L:69F<R!A;F0@07-S;V-I871E9R!;,6UI=&5D+EPR,C0@
M*51J#0H01C,@,2!49@T*,`M,BXS-B!41`T**\$)U<VEN97-S.B`I5&H-"B] &
M-"`Q(%1F#0HT+C(T(#`@5\$0-"BA4:&4@0V]M<&%N>5PR,C)S(&!O;6EN86YT
M(&)U<VEN97-S(&ES('1H92!P<F]D=6-T:6]N(&%N9"!S86QE(&]F(&ER;VX@;
M;W)E('!E;&QE=',@=&\@:6YT96=R871E9"!S=&5E;"`I5&H-"BTT+C(T("TQ
M+CSV(%1\$#0HH8V]M<&%N:65S+B!4:&4@0V]M<&%N>2!M86YA9V5S(&%N9"!O
M=VYS(&EN=&5R97-T<R!I;B!M:6YE<SL@<V5L;'@:7)O;B!O<F4[(&-O;G1R
M;VQS+"!D979E;&]P<RP@86YD(&QE87-E<R`I5&H-"C`@+3\$N,3(@5\$0-"BAR
M97-E<G9E<R!T;R!M:6YE(&]W;F5R<SL@86YD(&]W;G,@86YC:6QL87)Y(&-O
M;7!A;FEE<R!P<F]V:61I;F<@<V5R=FEC97,@=&\@=&AE(&UI;F5S+B!)<F]N
M(&]R92!P<F]D=6-T:6]N("E4:@T*5"H-"BAA8W1I=FET:65S(&%R92!C;VYD
M=6-T960@:6X@3F]R=&@06UE<FEC82X@2)O;B!O<F4@:7,@;6%R:V5T960@
M:6X@3F]R=&@06UE<FEC82!A;F0@175R;W!E+B!4:&4@=&AR964@;&%R9V5S
M="`I5&H-"E0J#0HH<W1E96P@8V]M<&%N>2!C=7-T;VUE<B!A;F0@<&%R=&YE
M<B!C;VYT<FEB=71I;VYS('!O('1H92!#;VUP86YY7#(R,G,@<F5V96YU97,
@M=V5R92`Q.2!P97)C96YT+"`Q.2!P97)C96YT(&%N9"`I5&H-"E0J#0HH,3`@
M<&5R8V5N="!I;B`Q.3DY.R`R,B!P97)C96YT+"`Q-2!P97)C96YT(&%N9"`Y
M('!E<F-E;G0@:6X@,3DY.#L@86YD(#(P('!E<F-E;G0L(#\$('!E<F-E;G0@
M86YD(#\$P('!E<F-E;G0@:6X@*51J#0I4*%T**\$Y.3<N("E4:@T*,`M,BXS
M(%1\$#0HH5&AE(\$-O;7!A;GD@:7,@9&5V96QO<&EN9R!A(&9E<G)O=7,@;65T
M86QL:6-S(&)U<VEN97-S+"!W:71H(&ET<R!I;FET:6%L(&5N=')Y(&)E:6YG
M(&\$@-#8N-2!P97)C96YT(&EN=&5R97-T(&EN(&\$@:F]I;G0@*51J#0HP("TQ
M+C\$R(%1\$#0HH=F5N='5R92P@;&]C871E9"!I;B!4<FEN:61A9"!A;F0@5&]P
M86=O+"!T;R!P<F]D=6-E(&%N9"!M87)K970@2\$))&B!3964@3F]T92`R(&]R
M,C<@1F5R<F]U<R!-971A;&QI8W,N("E4:@T*,`M,BXS(%1\$#0HH5&AE(%-A
M=F%G92!2:79E<B!-:6YE<R!O<&5R871I;VX@=&5R;6EN871E9"!P<F]D=6-T
M:6]N(&EN(\$1E8V5M8F5R+"`Q.3DV(&%N9"!S:&EP<&5D(&ET<R!R96UA:6YI
M;F<@:7)O;B!O<F4@*51J#0HP("TQ+C\$R(%1\$#0HH:6YV96YT;W)Y(&1U<FEN
M9R!T:&4@9FER<W0@<75A<G1E<B!O9B`Q.3DW+B!4:&4@075S=')A;&EA;B!O
M<&5R871I;VX@:&%D('!O=&%L(')E=F5N=65S(&%N9"!E87)N:6YG<R!O9B`D
M,3`N.2!M:6QL:6]N("E4:@T*5"H-"BAA;F0@)#,N,2!M:6QL:6]N(&EN(#\$Y
M.3<N(%1H92!R96UA:6YI;F<@87-S971S(&%N9"!A;&P<F5L871E9"!E;G9I
M<F]N;65N=&%L(&%N9"!R96AA8FEL:71A=&EO;B!O8FQI9V%T:6]N<R!W97)E
M("E4:@T*5"H-"BAT<F%N<V9E<G)E9"!T;R!T:&4@5&%S;6%N:6%N(&=O=F5R
M;FUE;G0@:6X@,3DY-RP@<F5S=6QT:6YG(&EN(&\$@)#,N,B!M:6QL:6]N(&%F
M=&5R+71A>"!R979E<G-A;"!O9B!P<F5V:6]U<VQY("E4:@T*5"H-"BAR96-O
M<F1E9"!C;&]S961O=VX@;V)L:6=A=&EO;G,N("E4:@T*+T8S(#\$@5&8-"C`@
M+3(N,S8@5\$0-"BA2979E;G5E(%!E8V]G;FET:6]N.B`I5&H-"B] & -"Q(%1F
M#OHY+C8T(#`@5\$0-"BA2979E;G5E(&ES('!E8V]G;FEZ960@;VX@<V%L97,
@M;V8@<!)O9'5C=',@=VAE;B!T:71L92!H87,@=')A;G-F97)R960L(&%N9"!O
M;B!S97)V:6-E<R!W:&5N("E4:@T*+3DN-C0@+3\$N,38@5\$0-"BAS97)V:6-E
M<R!H879E(&)E96X@<&5R9F]R;65D+B!2;WEA;'1Y(')E=F5N=64@9G)O;2!T
M:&4@0V]M<&%N>5PR,C)S('H87)E(&]F('9E;G1U<F5S7#(R,B!P<F]D=6-T
M:6]N(&ES('!E8V]G;FEZ960@*51J#0HP("TQ+C\$R(%1\$#0HH=VAE;B!T:&4@
M<@)O9'5C="!I<R!S;VQD+B!2;WEA;'1Y(')E=F5N=64@9G)O;2!T:&4@=F5N
M='5R97-<,C(R(&]T:&5R('!A<G1I8VEP86YT<R!I<R!R96-O9VYI>F5D(&]N
M('!R;V1U8W1I;VXN("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA"=7-I
M;F5S<R!2:7-K.B`I5&H-"B] & -"Q(%1F#0HV+COT(#`@5\$0-"BA4:&4@;6%J
M;W(@8G5S:6YE<W,@<FES:R!F86-E9"!B>2!T:&4@0V]M<&%N>2!I;B!I<F]N
M(&]R92!I<R!L;W-E<B!C=7-T;VUE<B!O<B!V96YT=7)E('!A<G1N97(@*51J
M#OHM-BXT-"`M,2XQ-B!41`T**&-O;G-U;7!T:6]N(&]F(&ER;VX@;W)E(&9R
M;VT@=&AE(\$-O;7!A;GE<,C(R<R!O=VYE9"!A;F0@;6%N86=E9"!V96YT=7)E
M<R!W:&EC:"!M87D@<F5S=6QT(&9R;VT@8V]M<&5T:71I;VX@*51J#0HP("TQ
M+C\$R(%1\$#0HH9G)O;2!O=&AE<B!I<F]N(&]R92!S=7!P;&EE<G,[('5S92!O
M9B!I<F]N(&]R92!S=6)S=&ET=71E<RP@:6YC;'5D:6YG(&EM<&]R=&5D('E

M;6DM9FEN:7-H960<W1E96P[('-T965L (&EN9'5S=') Y ("E4:@T*5"H-"BAC
M;VYS;VQI9&%T:6)N+!"R871I;VYA;&EZ871I;VX@;W (@FEN86YC:6%L (&9A
M:6QU<F4 [(&]R (&1E8W)E87-E9"!.;W)T:"!!;65R:6-A;B!S=&5E;"!P<F]D
M=6-T:6)N+!"R97-U;!"1;F<@9G)O;2`I5&H-"E0J#0HH:6YC<F5A<V5D (&EM
M<&]R=',@;W (@; &]W97 (@<W1E96P@8V]N<W5M<'1I;VXN (&QO<W,@;V8@<V%L
M97, (@86YD+V]R (')O>6%L='D@86YD (&UA;F%G96UE;G0@9F5E (&EN8V]M92!O
M;B!A;GD@<W5C:"`I5&H-"E0J#0HH=6YM:71I9V%T960@;&]S<R!O9B!B=7-I
M;F5S<R!W;W5L9"!H879E (&\$@9W)E871E<B!I;7!A8W0@;VX@96%R;FEN9W,@
M=&AA;B!R979E;G5E+!"D=64@=&\@=&AE (&AI9V@@; &5V96P@;V8@9FEX960@
M*51J#0I4*@T**&-O<W1S (&EN ('1H92!I<F]N (&UI;FEN9R!B=7-I;F5S<RX@
M*51J#0HR,BXX."`M,BXS (%1\$#0HH-#`@*51J#0I%5`T*96YD<W1R96%M#0IE
M;F108FH-"C,@,"!O8FH-"CP\#0HO4')O8U-E="!;+U!\$1B`O5&5X="!="#HO
M1F]N="`\T*+T8R (#0@,"!2#0HO1C,@-2`P (% (-"B] &-`V (#`@4@T*/CX-
M"B] %>'1`4W1A=&4@/#P-"B]`4S\$@-R`P (% (-"CX^#0H^/@T*96YD;V)J#0HQ
M,"`P (&]B:@T*/#P-"B]`,96YG=&@@-#`R,PT*/CX-"G-T<F5A;0T*0E0-"B] &
M,B`Q (%1F#0HQ,B`P (#`@,3 (@,C4N-C4@.38Q+C`U (%1M#0HP (&<-"B]`4S\$@
M9W,-"C`@5&,-"C`@5`<-"B@@ ("`@ ("`@ ("`@ ("`@ ("`I5&H-"B] &,R`Q
M (%1F#0HP ("TR+C,V (%1\$#0HH3F]T97,@=&\@0V]N<V]L:61A=&5D (&\$9I;F%N
M8VEA;"!3=&%T96UE;G1S*51J#0HO1C (@,2!49@T*,"`M,2XQ-B!41`T**\$-L
M979E;&%N9`U#;&EF9G,@26YC (&%N9`!#;VYS;VQI9&%T960@4W5B<VED:6%R
M:65S ("E4:@T*,"`M,BXS (%1\$#0HH5&AE (!R:6UA<GD@8G5S:6YE<W,@<FES
M:R!F86-E9"!B>2!T:@4@0V]M<&%N>2!I;B!F97)R;W5S (&UE=&%L;&EC<R!I
M<R!T:@4@87,@>65T ('5N9&5M;VYS=')A=&5D (&-A<&%B:6QI='D@;V8@=&AE
M ("E4:@T*,"`M,2XQ,B!41`T**1R:6YI9&%D (&9A8VEL:71Y ('1O (!R;V1U
M8V4@82!S=7-T86EN960@<75A;G1I='D@;V8@;6%R:V5T+7%U86QI='D@2\$)
M ('1O (&%C:&EE=F4@<'1O9FET86)L92!O<&5R871I;VYS+B`I5&H-"B] &,R`Q
M (%1F#0HP ("TR+C,V (%1\$#0HH57-E (&]F (\$5S=&EM871E<SH@*51J#0HO1C (@
M,2!49@T*-RXV-B`P (%1\$#0HH5&AE (!R97!A<F%T:6)N (&]F (&9I;F%N8VEA
M;"!S=&%T96UE;G1S+!"I;B!C;VYF;W)M:71Y ('=I=&@@9V5N97)A;&QY (&%C
M8V5P=&5D (&%C8V]U;G1I;F<@*51J#0HM-RXV-B`M,2XQ-B!41`T**!R:6YC
M:7!L97,L (')E<75I<F5S (&UA;F%G96UE;G0@=&\@;6%K92!E<W1I;6%T97,@
M86YD (&%S<W5M<'1I;VYS ('1H870@869F96-T ('1H92!R97!O<G1E9"!A;6]U
M;G1S (&]F (&%S<V5T<R!A;F0@*51J#0HP ("TQ+C\$R (%1\$#0HH;&EA8FEL:71I
M97, @86YD (&1I<V-L;W-U<F4@;V8@8V]N=&EN9V5N="!A<W-E=',@86YD (&QI
M86)I;&ET:65S (&%T ('1H92!D871E (&]F ('1H92!F:6YA;F-I86P@<W1A=&5M
M96YT<R!A;F0@=&AE ('E<&]R=&5D ("E4:@T*5"H-"BAA;6]U;G1S (&]F (')E
M=F5N=65S (&%N9"!E>'!E;G-E<R!D=7)I;F<@=&AE (')E<&]R=&EN9R!P97)I
M;V0N (\$%C='5A;"!R97-U;!"1S (&-O=6QD (&1I9F9E<B!F<F]M (&5S=&EM871E
M<RX@*51J#0HO1C,@,2!49@T*,"`M,BXS-B!41`T**\$-A<V@17%U:79A;&5N
M='Z ("E4:@T*+T8R (#\$@5&8-"C@N,#@@,"!41`T**1H92!#;VUP86YY (&-O
M;G-I9&5R<R!I;G9E<W1M96YT<R!I;B!H:6=H;'D@;&EQ=6ED (&1E8G0@:6YS
M=')U;65N=',@=VET;"!A;B!I;FET:6%L (&UA='5R:71Y ("E4:@T*+3@N,#@@
M+3\$N,38@5\$0-"BAO9B!T:')E92!M;VYT:',@;W (@;&5S<RP@;W (@=VET:"!P
M=70@;W!T:6]N<R!E>&5R8VES86)L92!I;B!T:')E92!M;VYT:',@;W (@;&5S
M<RP@=&\@8F4@8V%S:"!E<75I=F%L96YT<RX@*51J#0HO1C,@,2!49@T*,"`M
M,BXS-B!41`T**\$EN=F5S=&UE;G1S.B`I5&H-"B] &,B`Q (%1F#0HU+C<V (#`@
M5\$0-"BA4: &4@0V]M<&%N>2!D971E<FUI;F5S ('1H92!A<'!R;W!R:6%T92!C
M;&%S<VEF:6-A=&EO;B!O9B!D96)T (&%N9"!E<75I='D@<V5C=7)I=&EE<R!A
M="!T:@4@=&EM92!O9B`I5&H-"BTU+C<V ("TQ+C\$V (%1\$#0HH<'5R8VAA<V4@
M86YD (')E979A;'5A=&5S ('-U8V@9&5S:6=N871I;VX@87,@;V8@96%C:"!F
M:6YA;F-I86P@<W1A=&5M96YT (&1A=&4N (\$%C8V]R9&EN9VQY+"!T:@4@0V]M
M<&%N>2!H87,@*51J#0HP ("TQ+C\$R (%1\$#0HH8VQA<W-I9FEE9"!I=',@;&]N
M9RUT97)M (&5Q=6ET>2!I;G9E<W1M96YT (&%S (&%V86EL86)L92UF;W (M<V%L
M92X@079A:6QA8FQE+690<BUS86QE ('-E8W5R:71I97,@87)E (&-A<G)I960@
M870@9F%I<B!V86QU92P@*51J#0HO1C0@,2!49@T*5"H-"BAW:71H ('1H92!U
M;G)E86QI>F5D (&AO;&1I;F<@9V%I;G,@86YD (&QO<W-E<RP@;F5T (&]F ('1A
M>"P@<F5P;W)T960@87,@82!S97!A<F%T92!C;VUP;VYE;G0@;V8@<VAA<F5H
M;VQD97)S7# (R,B!E<75I='DN ("E4:@T*+T8S (#\$@5&8-"C`@+3 (N,S8@5\$0-
M"BA\$97)I=F%T:79E (\$9I;F%N8VEA;"!);G-T<G5M96YT<SH@*51J#0HO1C0@
M,2!49@T*,30N."`P (%1\$#0HH1&5R:79A=&EV92!F:6YA;F-I86P@:6YS=')U
M;65N='L (&EN ('1H92!F;W)M (&]F (&9O<G=A<F0@8W5R<F5N8WD@97AC:&%N
M9V4@*51J#0HM,30N."`M,2XQ-B!41`T**&-O;G1R86-T<RP@87)E ('5S960@
M=&\@;6%N86=E (&9O<F5I9VX@97AC:&%N9V4@<FES:W,N (%1H92!#;VUP86YY
M (&1O97,@;F]T (&5N9V%G92!I;B!A8W%U:7)I;F<@;W (@:7-S=6EN9R`I5&H-
M"C`@+3\$N,3 (@5\$0-"BAD97)I=F%T:79E (&9I;F%N8VEA;"!I;G-T<G5M96YT
M<R!F;W (@=')A9&EN9R!P=7)P;W-E<RX@1&5S:6=N871E9"!F;W)W87)D (&5X
M8VAA;F=E (&-O;G1R86-T<R!A<F4@:&5D9VEN9R`I5&H-"E0J#0HH=')A;G-A
M8W1I;VYS ('1H870@:&%Y92!B965N (&5N=&5R960@:6YT;R!W:71H ('1H92!O
M8FIE8W1I=F4@;V8@;6%N86=I;F<@=&AE (')I<VL@;V8@97AC:&%N9V4@<F%T
M92!F;'5C='5A=&EO;G,@=VET:"`I5&H-"E0J#0HH<F5S<&5C="!T;R!T:@4@
M;W)D:6YA<GD@;&]C86P@8W5R<F5N8WD@;V)L:6=A=&EO;G,@;V8@=&AE (\$-O
M;7!A;GE<C,R (<R!O<&5R871I;VYS+B!'86EN<R!A;F0@;&]S<V5S (&%R92!R
M96-O9VYI>F5D (&EN ("E4:@T*5"H-"BAT:@4@<V%M92!P97)I;V0@87,@=&AE
M (&AE9&=E9"!I<F%N<V%C=&EO;BX@*51J#0HO1C,@,2!49@T*,"`M,BXS-B!4
M1`T**\$EN=F5N=&]R:65S.B`I5&H-"B] &-`Q (%1F#0HU+COR (#`@5\$0-"BA)
M<F]N (&]R92!I;G9E;G1O<FEE<R!A<F4@<W1A=&5D (&%T ('1H92!L;W=&E<B!O
M9B!C;W-T (&]R (&UA<FME="X@5&AE (&-O<W0@:7,@9&5T97)M:6YE9"!U<VEN
M9R!T:@4@;&%S="UI;BP@*51J#0HM-2XT;B`M,2XQ-B!41`T**&9I<G-T+6]U
M="!<*%PR,C-,249/7# (R-%PI (&UE=&AO9"X@5&AE (&5X8V5S<R!O9B!C=7)R
M96YT (&-O<W0@;W9E<B!;249/ (&-O<W0@;V8@:7)O;B!O<F4@:6YV96YT;W)I
M97,@=V%S`"OU+CD@;6EL;&EO;B!A;F0@*51J#0HP ("TQ+C\$R (%1\$#0HH)#,N
M-B!M:6QL:6]N (&%T (&1E8V5M8F5R (#,Q+`"Q.3DY (&%N9`"Q.3DX+"!R97-P
M96-T:79E;'DN (%1H92!C;W-T (&]F ('-U<'!L:65S (&%N9"!O=&AE<B!I;G9E
M;G1O<FEE<R!A<F4@*51J#0I4*@T**&1E=&5R;6EN960@8GD@=&AE (&%V97)A
M9V4@8V]S="!M971H;V0N ("E4:@T*+T8S (#\$@5&8-"C`@+3 (N,S8@5\$0-"BAO

M<F]P97)T:65S.B`I5&H-"B] &-"`Q(%1F#0HU+C`T(#`@5\$0-"BAO<F]P97)T
M:65S(&%R92!S=&%T960@870@8V]S="X@1&5P<F5C:6%T:6]N(&]F('!L86YT
M(&%N9"!E<75I<&UE;G0@:7,@8V]M<'5T960@<')I;F-I<&%L;'D@8GD@=&AE
M("E4:@T*+34N,#0@+3\$N,38@5\$0-"BAS=')A:6=H="UL:6YE(&UE=&AO9"!B
M87-E9"!O;B!E<W1I;6%T960@=7-E9G5L(&QI=F5S+"!N;W0@=&\@97AC965D
M('1H92!L:69E(&]F('1H92!O<&5R871I;F<@=6YI="P@86YD(&ES(&YO="!R
M961U8V5D("E4:@T*,"`M,2XQ,B!41`T**'=H96X@;W!E<F%T:6YG('5N:71S
M(&%R92!T96UP;W)A<FEL>2!I9&QE9"X@1&5P<F5C:6%T:6]N(&]N(&)U:6QD
M:6YG<RP@;6EN:6YG(&%N9"!P<F]C97-S:6YG(&5Q=6EP;65N="!A;F0@*51J
M#0I4@T*+&EN9F]R;6%T:6]N('!E8VAN;VQ09WD@:7,@<')O=FED960@;W9E
M<B!T:&4@9F]L;&]W:6YG(&5S=&EM871E9"!U<V5F=6P@;&EV97,Z("E4:@T*
M,3`N-3(@+3\$N,3(@5\$0-"C\$U+C4U(%1C#0I;*`@*3\$U-30P*"`I,3,U-#`H
M("DQ,#@T,"@*5U42@T*+T8R(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$U
M,2XX.2`T,S<N.#4@5&T-"C`@5&,-"ELH0G5I;&1I;F=S*2TQ-SDR,2XY*0U
M(%EE87)S*5U42@T*,"`M,2XR,30T(%1\$#0I;*\$UI;FEN9R!%<75I<&UE;G0I
M+3\$T,C(X+C,H,3`@=&\@,C`@665A<G,I751*#0I4@T*6RA0<F]C97-S:6YG
M(\$5Q=6EP;65N="DM,3(X-#`N-"@Q-2!T;R`T-2!996%R<RE=5\$H-"E0J#0I;
M*\$EN9F]R;6%T:6]N('!E8VAN;VQ09WDI+3\$R,#`X+COH,B!T;R`W(%EE87)S
M*5U42@T*+T8T(#\$@5&8-"C\$R(#`@,"`Q,B`S,#`N,C\$@,S<T+C`Q(%1M#0HH
M-#\$@*51J#0I%5`T*96YD<W1R96%M#0IE;F108FH-"C\$Q(#`@;V)J#0H\`T*
M+U!R;V-3970@6R]01\$8@+U1E>'0@70T*+T9O;G0@/#P-"B] &,B`T(#`@4@T*
M+T8S(#4@,"!2#0HO1C0@-B`P(#`-CX^#0HO17AT1U-T871E(#P#0HO1U,Q
M(#<@,"!2#0H^/@T*/CX-"F5N9&]B:@T*,3,@,"!O8FH-"CP\#0HO3&5N9W1H
M(#W,#(-CX^#0IS=")E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(#\$R(#(U
M+C8U(#DV,2XP-2!4;0T*,"!G#0HO1U,Q(&=S#0HP(%1C#0HP(%1W#0HH("`@
M("`@("`@("`@("`@("`@*51J#0HO1C,@,2!49@T*,"`M,BXS-B!41`T**\$YO
M=&5S('!O(\$-O;G-O;&ED871E9"!&:6YA;F-I86P@4W1A=&5M96YT<RE4:@T*
M+T8R(#\$@5&8-"C`@+3\$N,38@5\$0-"BA#;&5V96QA;FOM0VQI9F9S(\$EN8R!A
M;F0@0V]N<V]L:61A=&5D(%-U8G-I9&EA<FEE<R`I5&H-"B] &,R`Q(%1F#0HP
M("TR+C,V(%1\$#0HH16YV:7)O;FUE;G1A;"!296UE9&EA=&EO;B!#;W-T<SH@
M*51J#0HO1C(@,2!49@T*,34N,S8@,"!41`T**%1H92!#;VUP86YY(&AA<R!A
M(&90<FUA;"!C;V1E(&]F(&5N=FER;VYM96YT86P@<')O=&5C=&EO;B!A;F0@
M<F5S=&]R871I;VXN("E4:@T*+T8T(#\$@5&8-"BTQ-2XS-B`M,2XQ-B!41`T*
M*%1H92!#;VUP86YY7#(R,G,@;V)L:6=A=&EO;G,@9F]R(&MN;W=N(&5N=FER
M;VYM96YT86P@<')O8FQE;7,@870@86-T:79E(&%N9"!C;&]S960@;6EN:6YG
M(&]P97)A=&EO;G,L(&%N9"!O=&AE<B`I5&H-"C`@+3\$N,3(@5\$0-"BAS:71E
M<R!H879E(&E)96X@<F5C;V=N:7IE9"!B87-E9"!O;B!E<W1I;6%T97,@;V8@
M=&AE(&-O<W0@;V8@:6YV97-T:6=A=&EO;B!A;F0@<F5M9611871I;VX@870@
M96%C:"!S:71E+B!)9B!T:&4@8V]S="`I5&H-"E0J#0HH8V%N(&]N;'D@8F4@
M97-T:6UA=&5D(&%S(&\$@<F%N9V4@;V8@<@]S<VEB;&4@86UO=6YT<R!W:71H
M(&YO('`-P96-I9FEC(&%M;W5N="!B96EN9R!M;W-T(&QI:V5L>2P@=&AE(&UI
M;FEM=6T@;V8@*51J#0I4@T**'1H92!R86YG92!I<R!A8V-R=65D+B!#;W-T
M<R!O9B!F=71U<F4@97AP96YD:71U<F5S(&%R92!N;W0@9&ES8V]U;G1E9"!T
M;R!T:&5I<B1P<F5S96YT('9A;'5E+B!0;W1E;G1I86P@:6YS=7)A;F-E("E4
M:@T*5"H-"BAR96-O=F5R:65S(&AA=F4@;F]T(&E)96X@<F5F;&5C=&5D(&EN
M('1H92!D971E<FU;F%T:6]N(&]F('1H92!L:6%B:6QI=&EE<RX@*51J#0HO
M1C,@,2!49@T*,"`M,BXS-B!41`T**%-T;V-K(\$-O;7!E;G-A=&EO;CH@*51J
M#0HO1C0@,2!49@T*.2XT-"`P(%1\$#0HH26X@86-C;W)D86YC92!W:71H('1H
M92!P<F]V:7-I;VYS(&]F(\$9I;F%N8VEA;"!8V-O=6YT:6YG(%-T86YD87)D
M(\$O87)D7#(R,G,@7"AC,C(S1D#30EPR,C1<*2`I5&H-"BTY+COT("TQ+C\$V
M(%1\$#0HH4W1A=&5M96YT(#\$R,RP@7#(R,T%8V]U;G1I;F<@9F]R(%-T;V-K
M+4)A<V5D(\$-O;7!E;G-A=&EO;BQ<,C(T('1H92!#;VUP86YY(&AA<R!E;&5C
M=&5D('!O(\$-O;G1I;G5E(&%P<@QY:6YG('1H92`I5&H-"C`@+3\$N,3(@5\$0-
M"BAP<F]V:7-I;VYS(&]F(\$%C8V]U;G1I;F<@4')I;F-I<&QE<R!";V%R9"!/
M<&EN:6]N(\$YO+B`R-2!A;F0@<F5L871E9"!I;G1E<G!R971A=&EO;G,@:6X@
M86-C;W5N=&EN9R!F;W(@:71S('`-T;V-K+2E4:@T*5"H-"BAB87-E9"!C;VUP
M96YS871I;VX@<@QA;G,N(\$%C8V]R9&EN9VQY+"!T:&4@0V]M<&%N>2!D;V5S
M(&YO="!R96-O9VYI>F4@8V]M<&5N<V%T:6]N(&5X<&5N<V4@9F]R('`-T;V-K
M(&]P=&EO;G,@*51J#0I4@T**'=H96X@=&AE('`-T;V-K(&]P=&EO;B!P<FEC
M92!A="!T:&4@9W)A;G0@9&%T92!I<R!E<75A;"!T;R!O<B!G<F5A=&5R('1H
M86X@=&AE(&9A:7(@;6%R:V5T('9A;'5E(&]F('1H92!S=&]C:R!A="!T:&%T
M(&1A=&4N("E4:@T*5"H-"BA4:&4@;6%R:V5T('9A;'5E(&]F(')E<W1R:6-T
M960@<W1O8VL@87=A<F1S(&%N9"!P97)F;W)M86YC92!S:&%R97,@:7,@8VAA
M<F=E9"!T;R!E>'!E;G-E(&]V97(@=&AE('9E<W1I;F<@<@5R:6]D+B`I5&H-
M"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH17AP;&]R871I;VXL(%E<V5A<F-H
M(&%N9"!\$979E;&]P;65N="!#;W-T<SH@*51J#0HO1C0@,2!49@T*,C`N-2`P
M(%1\$#0HH17AP;&]R871I;VXL(')E<V5A<F-H(&%N9"!D979E;&]P;65N="!C
M;W-T<R!O9B!M:6YI;F<@*51J#0HM,C`N-2`M,2XQ-B!41`T**'!R;W!E<G1I
M97,@87)E(&-H87)G960@=&\@;W!E<F%T:6]N<R!A<R!I;F-U<G)E9"X@*51J
M#0HO1C,@,2!49@T*,"`M,BXS-B!41`T**\$EN8V]M92!097(@0V]M;6]N(%-H
M87)E.B`I5&H-"B] &-"`Q(%1F#0HQ,BXU(#`@5\$0-"BA"87-I8R!I;F-O;64@
M<&5R(&-O;6UO;B!S:&%R92!I<R!C86QC=6QA=&5D(&]N('1H92!A=F5R86=E
M(&YU;6)E<B!O9B!C;VUM;VX@*51J#0HM,3(N-2`M,2XQ-B!41`T**'-H87)E
M<R!O=71S=&%N9&EN9R!D=7)I;F<@96%C:"!P97)I;VON(\$1I;'5T960@:6YC
M;VUE('!E<B!C;VUM;VX@<VAA<F4@:7,@8F%\$960@;VX@=&AE(&%V97)A9V4@
M;G5M8F5R(&]F("E4:@T*,"`M,2XQ,B!41`T**&-O;6UO;B!S:&%R97,@;W5T
M<W1A;F1I;F<@9`5R:6YG(&5A8V@<&5R:6]D+!"A9&IU<W1E9"!F;W(@=&AE
M(&5F9F5C="!O9B!O=71S=&%N9&EN9R!S=&]C:R!O<`1I;VYS+"!R97-T<FEC
M=&5D('`-T;V-K("E4:@T*5"H-"BAA;F0@<&5R9F]R;6%N8V4@<VAA<F5S+B`I
M5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH4F5C;&%S<VEF:6-A=&EO;G,Z
M("E4:@T*+T8T(#\$@5&8-"C<N-C0@,"!41`T**\$-E<G1A:6X@<')I;W(@>65A
M<B!A;6]U;G1S(&AA=F4@8F5E;B!R96-L87-S:69I960@=&\@8V]N9F]R;2!T
M;R!C=7)R96YT('EE87(@8VQA<W-I9FEC871I;VYS+B`I5&H-"C\$U+C(T("TR
M+C,T(%1\$#0HH-#(@*51J#0I%5`T*96YD<W1R96%M#0IE;F108FH-"C\$T(#`@
M;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E>'0@70T*+T9O;G0@/#P-"B] &

M+COQ(%1M#0HP(&<-"BA&:6YA;F-I86P@4&]S:71I;VXI5&H-"B]&,B`Q(%1F
M#OHQ+C\$V-C@+3\$N,S@Q,2!41`T**\$-U<G)E;G0@87-S971S*51J#0HO1C,@
M,2!49@T*,34N-S8S-"`P+C`T-S8@5\$0-"ELH)"DM,S,S+COH,3DV+C4I751*
M#OH01C(@,2!49@T*-BXX.#\$V("TP+C`T-S8@5\$0-"ELH)"DM-S8R*#\$X-RXP
M*2TS-SDX+COH)"DM-S8R*#\$T-"XY*5U42@T*+T8T(\$@5&8-"BTR,BXV-#4@
M+3\$N,S,S-2!41`T**%I;R;W!E<G1I97,@7#(R-R!N970I5&H-"B]&,R`Q(%1F
M#OHQ-BXU.38X(#`N,#0W-B!41`T**#8V,"XQ*51J#0HO1C0@,2!49@T*-RXS
M,3`R("TP+C`T-S8@5\$0-"ELH-CDQ+C0I+34P-C`N-"@W,3,N."E=5\$H-"BTR
M,RXY,#<@+3\$N,S,S-2!41`T**\$]T:&5R(&QO;F<M=&5R;2!A<W-E=' ,I5&H-
M"B]&,R`Q(%1F#0HQ-RXP.38Y(#`N,#0W-B!41`T**#,P+C<I5&H-"B]&-"`Q
M(%1F#0HW+C,Q,#(@+3`N,#0W-B!41`T*6R@S,"XP*2TU-38P+C,H,CDN,"E=
M5\$H-"BTR-"XT,#<Q("TQ+C,S,S4@5\$0-"BA#=7)R96YT(&QI86)I;&ET:65S
M*51J#0HO1C,@,2!49@T*,38N,C8S-2`P+C`T-S8@5\$0-"ELH7"@Q-#4N-RDM
M,3(N-RA<*2E=5\$H-"B]&-"`Q(%1F#0HW+C,Q,#(@+3`N,#0W-B!41`T*6RA<
M*#\$U.2XX*2TQ,BXW*%PT*2TT,S@Q+C<H7"@Q-#N,RDM,3(N-RA<*2E=5\$H-
M"BTR,RXU-S,W("TQ+C,S,S4@5\$0-"BA,;VYG+71E<FT@;&EA8FEL:71I97,I
M5&H-"B]&,R`Q(%1F#0HQ-BXR-C,U(#`N,#0W-B!41`T*6RA<*#\$P-BXU*2TQ
M,BXW*%PI*5U42@T*+T8T(\$@5&8-"C<N.#\$P,R`M,"XP-#<V(%1\$#0I;)*PH
M-SDN-BDM,3(N-BA<*2DM-#@X,2XX*%PH-S0N-"DM,3(N-BA<*2E=5\$H-"D54
M#OHP+C4@1PT*,S(U+COQ(#0P-BXX.2!M#OHR.3DN-#D@-#`V+C@Y(&P-"C(Y
M.2XT.2`T,#8N.#D@;0T*,CDY+C0Y(#0P-BXT,2!L#0I3#0HP(\$<-"C(Y.2XT
M.2`T,#8N-#\$@;0T*,S(U+COQ(#0P-BXT,2!L#0HS,C4N-#\$@-#`V+C0Q(&T-
M"C,R-2XT,2`T,#8N.#D@;`T*4PT*,XU(\$<-"C,Y.2XP.2`T,#8N.#D@;0T*
M,S8X+C@U(#0P-BXX.2!L#0HS-C@N.#4@-#`V+C@Y(&T-"C,V."XX-2`T,#8N
M-#\$@;`T*4PT*,`#!#0HS-C@N.#4@-#`V+C0Q(&T-"C,Y.2XP.2`T,#8N-#\$@
M;T*,SDY+C`Y(#0P-BXT,2!M#OHS.3DN,#D@-#`V+C@Y(&P-"E,-"C`N-2!`
M#OHT-S(N-S<@-#`V+C@Y(&T-"C0T,BXU,R`T,#8N.#D@;`T*#0R+C4S(#0P
M-BXX.2!M#OHT-#(N-3,@-#`V+C0Q(&P-"E,-"C`@1PT*-#0R+C4S(#0P-BXT
M,2!M#OHT-S(N-S<@-#`V+C0Q(&P-"C0W,BXW-R`T,#8N-#\$@;0T*#<R+C<W
M(#0P-BXX.2!L#0I3#0I*5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,30W+C,S(#,Y
M-"XQ-R!4;0T**\$YE="!A<W-E=' ,I5&H-"B]&,R`Q(%1F#0HQ-"XU.38V(#`N
M,#0W-B!41`T*6R@D*2TS,S,N-"@V,S4N,2E=5\$H-"B]&-"`Q(%1F#0HV+C@X
M,38@+3`N,#0W-B!41`T*6R@D*2TW-C(H-C8Y+C`I+3,W.3@N-"@D*2TW-C(H
M-C<P+C`I751*#0I%5`T*,XU(&<-"C(Y.2XT.2`S.3`N,S,@,C4N.3(@+3(N
M.#@<F4-"F8-"C,V."XX-2`S.3`N,S,@,S`N,C0@+3(N.#@<F4-"F8-"C0T
M,BXU,R`S.3`N,S,@,S`N,C0@+3(N.#@<F4-"F8-"D)4#0HQ,"XP-SD@,"`P
M(#\$P+C`W.2`Q,C,N.#\$@,S<V+C0Q(%1M#0HP(&<-"BA#;VUP86Y7#(R,G,@
M97%U:71Y(&EN('5N9&5R;'E!;F<@;F5T("E4:@T*,"`M,2XQ,3DR(%15#0HH
M87-S971S*51J#0HO1C,@,2!49@T*,38N.3,P,B`P+C`T-S8@5\$0-"ELH)"DM
M,S,S+COH,3@T+C@I751*#0HO1C0@,2!49@T*-BXX.#\$V("TP+C`T-S8@5\$0-
M"ELH)"DM-S8R*#\$Y-"XS*2TS-SDX+COH)"DM-S8R*#\$Y-BXW*5U42@T*150-
M"C`N-2!G#0HR.3DN-#D@,S8Q+C(Y(#(U+CDR("TR+C@X(')E#0IF#0HS-C@N
M.#4@,S8Q+C(Y(#,P+C(T("TR+C@X(')E#0IF#0HT-#(N-3,@,S8Q+C(Y(#,P
M+C(T("TR+C@X(')E#0IF#0I*5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,3(S+C@Q
M(#,T-BXQ-R!4;0T*,"!G#0HHOV]M<&N>5PR,C)S(&EN=F5S=&UE;G0I5&H-
M"B]&,R`Q(%1F#0HQ-BXX,S`R(#`N,#0W-B!41`T*6R@D*2TS,S,N-"@Q-#DN
M,RE=5\$H-"B]&-"`Q(%1F#0HV+C@X,38@+3`N,#0W-B!41`T*6R@D*2TW-C(H
M,34V+C`I+3,W.3@N-"@D*2TW-C(H,38P+C@I751*#0I%5`T*,XU(&<-"C(Y
M.2XT.2`S-#(N,S,@,C4N.3(@+3(N.#@<F4-"F8-"C,V."XX-2`S-#(N,S,@
M,S`N,C0@+3(N.#@<F4-"F8-"C0T,BXU,R`S-#(N,S,@,S`N,C0@+3(N.#@<
M<F4-"F8-"D)4#0HO1C(@,2!49@T*,3(@,"`P(\$R(#,P,"XR,2`S,3(N-3<@
M5&T-"C`@9PT**#0S("E4:@T*150-"F5N9'-T<F5A;0T*96YD;V)J#0HQ-R`P
M(&]B:@T*/#P-"B]0<F]C4V5T(%LO4\$1&("]497AT(%T-"B]&);VYT(#P\#0HO
M1C(@-"`P(-"B]&,R`U(#`@4@T*+T8T(#8@,"!2#0HO1C4@,3@@,"!2#0H<
M/@T*+T5X=\$=3=&%T92`\`/T*+T=3,2`W(#`@4@T*/CX-"CX*#0IE;F108FH-
M"C(P(#`@;V)J#0H/\`T*+TQE;F=T:"`T,S<V#0H`/@T*+W1R96M#0I*5`T*
M+T8R(\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3
M,2!G<PT*,"!48PT*,"!4=PT*""@("@"@("@"@("@"@("E4:@T*+T8S
M(\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E<R!T;R!#;VYS;VQI9&%T960@1FEN
M86YC:6%L(%-T871E;65N=' ,I5&H-"B]&,B`Q(%1F#0HP("TQ+C\$V(%1\$#0HH
M0VQE=F5L86YD+4-L:69F<R!);F,@86YD(\$-O;G-O;&ED871E9"!3=6)S:61I
M87)I97,@*51J#0HP("TR+C,@5\$0-"BA4:&4@0V]M<&N>2!M86YA9V5S(&%L
M;"!09B!T:&4@=F5N='5R97,@86YD(&QE87-E<R!O<B!S=6)L96%S97,@;6EN
M97)A;"!R:6=H=' ,@=&\@8V5R=&%I;B!V96YT=7)E<RX@26X@861D:71I;VXL
M('1H92`I5&H-"B]&-"`Q(%1F#0HP("TQ+C\$R(%1\$#0HH0V]M<&N>2!I<R!R
M97%U:7)E9"!T;R!P=7)C:&%S92!I=' ,@87!P;&EC86)L92!C=7)R96YT('H
M87)E+"!A<R!D969I;F5D+"!09B!T:&4@=F5N='5R97-<,C(R('!R;V1U8W1I
M;VXN(%1H92!#;VUP86Y7("E4:@T*5"H-"BAP=7)C:&%S960@)#\$W-"XW(&UI
M;&QI;VX@:6X@,3DY.2!<*#\$Y.3@M)#(U,RXY(&UI;&QI;VX[(\$Y.3<M)#(T
M,RXS(&UI;&QI;VY*2!09B!I<F]N(&]R92!P96QL971S(&9R;VT@8V5R=&%I
M;B`I5&H-"E0J#0HH=F5N='5R97,N("E4:@T*,"`M,BXS(%1\$#0HH1F]L;]&]W
M:6YG(&ES(&\$@<W5M;6%R>2!09B!R;WEA;'1I97,@86YD(&UA;F%G96UE;G0@
M9F5E<R!E87)N960@8GD@=&AE(\$-O;7!A;GD@86YD('1H92!#;VUP86Y7#(R
M,G,@<VAA<F4@87,@82`I5&H-"C`@+3\$N,3(@5\$0-"BAP87)T:6-I<&%N="!I
M;B!T:&4@=F5N='5R97,Z("E4:@T*."XQ."`M,2XQ,B!41`T*,XY-2!48PT*
M6R@@"DM,3<S,C`H("I-S@P*""I+3(X,"@*3<T,"@@"DW.#`H("DM,C@P
M*"I-SOP*""@*3<X,"@*2TR.#`H("E=5\$H-"B]&,B`Q(%1F#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`T,2`N,4N-3<@-S@T+C8U(%1M#0HP(%1C#0HH7"A);B!-:6QL
M:6]N<UPI*51J#0HO1C,@,2!49@T*+3(N-C0S,2`M,2XQ.3`V(%1\$#0HH,3DY
M.2E4:@T*+T8R(\$@5&8-"CON,C,X-2`M,"XP-#<V(%1\$#0I;)*\$Y.3@I+3(R
M,S@N-B@Q.3DW*5U42@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-
M(%M="!D#0HQ(&D@#0HT,#(N.3,@-S8X+C,S(&T-"C,W-"XX-2`W-C@N,S,@
M;T*,S<T+C@U(#<V."XS,R!M#0HS-S0N.#4@-S8W+C@U(&P-"E,-"C`@1PT*
M,S<T+C@U(#<V-RXX-2!M#0HT,#(N.3,@-S8W+C@U(&P-"COP,BXY,R`W-C<N
M.#4@;0T*#`R+CDS(#<V."XS,R!L#0I3#0HP+C4@1PT*-#0U+C8U(#<V."XS

M,R!M#0HT,3<N-3<@-S8X+C,S(&P-"C0Q-RXU-R`W-C@N,S,@;0T*-\$#W+C4W
M(#<V-RXX-2!L#0I3#0HP(\$<-"C0Q-RXU-R`W-C<N.#4@;0T*-\$#0U+C8U(#<V
M-RXX-2!L#0HT-#4N-C4@-S8W+C@U(&T-"C0T-2XV-2`W-C@N,S,@;`T*4PT*
M,"XU(\$<-"COX."XS-R`W-C@N,S,@;0T*-\$#P+C(Y(#<V."XS,R!L#0HT-C`N
M,CD@-S8X+C,S(&T-"C0V,"XR.2`W-C<N.#4@;`T*4PT*,"!`#0HT-C`N,CD@
M-S8W+C@U(&T-"COX."XS-R`W-C<N.#4@;`T*-\$#X+C,W(#<V-RXX-2!M#0HT
M.#@N,S<@-S8X+C,S(&P-"E,-"D)4#0H01C0@,2!49@T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@,3(S+C@Q(#<U-2XV,2!4;0T**\$]T:&5R('9E;G1U<F4@<@%R=&YE
M<G-<,C(R('H87)E*51J#0H01C,@,2!49@T*,CON.3`W,2`P+C`T-S8@5\$0-
M`B@D-#`N.2E4:@T*+T8T(#\$@5&8-"C@N,C,X-2`M,"XP-#<V(%1\$#0I;`*0S
M-BXT*2TQ.3@X+C8H)#,U+C<I751*#0HM,CDN,30U-B`M,2XS,S,U(%1\$#0HH
MOV]M<&%N>5PR,C)S('H87)E(&%S(&\$@<@%R=&EC:7!A;GOI5&H-"B]@,R`Q
M(%1F#0HR-2XY,#<R(#`N,#0W-B!41`T**#<N-BE4:@T*+T8T(#\$@5&8-"C,N
M-S,X-2`M,"XP-#<V(%1\$#0I;`*\$\$S+C,I+3(T.#@N-B@Q,2XX*5U42@T*150-
M`C`N-2!`#0HS.3<N-#S@-S,X+C,S(&T-"C,W.2XX.2`W,S@N,S,@;`T*,S<Y
M+C@Y(#<S."XS,R!M#0HS-SDN.#D@-S,W+C@U(&P-"E,-"C`@1PT*,S<Y+C@Y
M(#<S-RXX-2!M#0HS.3<N-#S@-S,W+C@U(&P-"C,Y-RXT,2`W,S<N.#4@;0T*
M,SDW+C@Q(#<S."XS,R!L#0I3#0HP+C4@1PT*-\$#0P+C\$S(#<S."XS,R!M#0HT
M,C(N-C\$@-S,X+C,S(&P-"C@R,BXV,2`W,S@N,S,@;0T*-\$#(R+C8Q(#<S-RXX
M-2!L#0I3#0HP(\$<-"C@R,BXV,2`W,S<N.#4@;0T*-\$#0P+C\$S(#<S-RXX-2!L
M#0HT-#`N,3,@-S,W+C@U(&T-"C@T,"XQ,R`W,S@N,S,@;`T*4PT*,"XU(\$<-
M`COX,BXX-2`W,S@N,S,@;0T*-\$#8U+C,S(#<S."XS,R!L#0HT-C4N,S,@-S,X
M+C,S(&T-"COV-2XS,R`W,S<N.#4@;`T*4PT*,"!`#0HT-C4N,S,@-S,W+C@U
M(&T-"COX,BXX-2`W,S<N.#4@;`T*-\$#R+C@U(#<S-RXX-2!M#0HT.#(N.#4@
M-S,X+C,S(&P-"E,-"D)4#0HQ,"XP-SD@,`P(#\$P+C`W.2`Q,S@N,C\$@-S(U
M+C8Q(%1M#0HH5&]T86P@<F]Y86QT:65S(&%N9"!M86YA9V5M96YT(&9E97,I
M5&H-"B]@,R`Q(%1F#0HR,RXT-S@T(#`N,#0W-B!41`T**"0T."XU*51J#0HO
M1C0@,2!49@T*-"XR,S@U("TP+C`T-S8@5\$0-"ELH)#OY+C<I+3\$Y.#@N-B@D
M-#<N-2E=5\$H-"D54#0HP+C4@9PT*,S<Y+C@Y(#<R,2XW-R`Q-RXU,B`M,BXX
M."!R90T*9@T*-\$#(R+C8Q(#<R,2XW-R`Q-RXU,B`M,BXX."!R90T*9@T*-\$#8U
M+C,S(#<R,2XW-R`Q-RXU,B`M,BXX."!R90T*9@T*0E0-"B]@,B`Q(%1F#0HQ
M,B`P(#`@,3(@,C4N-C4@-CDR+C`Q(%1M#0HP(&C<-"BA087EM96YT<R!B>2!T
M:&4@0V]M<&%N>2P@87,@82!P87)T:6-I<&%N="!I;B!T:&4@=F5N='5R97,L
M(&%R92!R969L96-T960@:6X@<F]Y86QT:65S(&%N9"!M86YA9V5M96YT(&9E
M97,@<F5V96YU92`I5&H-"C`@+3\$N,3(@5\$0-"BAA;F0@8V]S="!O9B!G;V]D
M<R!S;VQD('5P;VX@<V%L92!O9B!T:&4@<')O9'5C="X@*51J#0HP("TR+C,@
M5\$0-"BA#;W-T<R!A;F0@97AP96YS97,@:6YC=7)R960@8GD@=&AE(\$-O;7!A
M;GDL(&]N(&E):&%L9B!O9B!T:&4@=F5N='5R97,L(&%R92!C:&%R9V5D('!O
M('U8V@=@F5N='5R97,@:6X@86-C;W)D86YC92`I5&H-"B]@-&-"`Q(%1F#0HP
M("TQ+C\$R(%1\$#0HH=VET:"!M86YA9V5M96YT(&%N9"!O<&5R871I;F<@86=R
M965M96YT<RX@5&AE(\$-O;7!A;GE<,C(R<R!E<75I='D@:6X@:6YC;VUE(&]F
M('1H92!V96YT=7)E<R!I<R!C<F5D:71E9"!T;R!C;W-T(&]F("E4:@T*5"H-
M"BAG;V]D<R!S;VQD(&%N9"!I;F-L=61E<R!A;6]R=&EZ871I;VX@=&@:6YC
M;VUE(&]F('1H92!D:69F97)E;F-E(&]F('1H92!#;VUP86YY7#(R,G,@97%U
M:71Y(&EN('5N9&5R;'EI;F<@;F5T(&%S<V5T<R`I5&H-"E0J#0HH86YD(&E
M<R!I;G9E<W1M96YT(&]N('1H92!S=')A:6#H="UL:6YE(&UE=&A09"!B87-E
M9"!O;B!T:&4@=7-E9G5L(&QI=F5S(&]F('1H92!U;F1E<FQY:6YG(&%S<V5T
M<RX@5&AE(&1I9F9E<F5N8V4*51J#0I4*@T**&)E='E96X@=&AE(\$-O;7!A
M;GE<,C(R<R!E<75I='D@:6X@=6YD97)L>6EN9R!N970@87-S971S(&%N9"!R
M96-O<F1E9"!I;G9E<W1M96YT(')E<W5L=',@9G)O;2!T:&4@87-S=6UP=&EO
M;B!O9B`I5&H-"E0J#0HH:6YT97)E<W1S(&9R;VT@9F]R;65R('!A<G1I8VEP
M86YT<R!I;B!T:&4@=F5N='5R97,L(&%C<75I<VET:6]N<RP@86YD(')E;W)G
M86YI>F%T:6]N<RX@5&AE(\$-O;7!A;GE<,C(R<R!E<75I='D@:6X@=&AE("E4
M:@T*5"H-"BAI;F-O;64@;V8@=F5N='5R97,@=V%S("OT+C`@;6EL;FEO;B!I
M;B`Q.3DY(%PH,3DY."TD,CDN,R!M:6QL:6]N.R`Q.3DW+20R,RXP(&UI;&QI
M;VY<2X@*51J#0HP("TR+C,@5\$0-"BA;/B!397!T96UB97(@,C@L(#\$Y.3@L
M(\$%C;64@365T86QS(\$EN8V]R<@]R871E9"!A;F0@:71S('=H;VQL>2UO=VYE
M9"!S=6)S:61I87)Y('!%C;64@4W1E96P@0V]M<&%N>2`I5&H-"C`@+3\$N,3(@
M5\$0-"BA*-&-O;&QE8W1I=F5L>2!<,C(S06-M95PR,C1<*2P@82!P87)T;F5R
M(&EN(%=A8G5S:"!A;F0@86X@:7)O;B!O<F4@8W5S=&]M97(L('!E=&ET:6]N
M960@9F]R('!R;W1E8W1I;VX@=6YD97(@OVA<'!E<B`Q,2!O9B`I5&H-"E0J
M#0HH=&AE(%4N4RX@0F%N:W)U<'1C>2!#;V1E+B!4:&4@0V]M<&%N>2!H860@
M82`D,2XR(&UI;&QI;VX@<')E+7!E=&ET:6]N('1R861E(')E8V5I=F%B;&4@
M9G)O;2!8VUE+"!W:&EC:"!I<R`I5&H-"E0J#0HH<F5F;&5C=&5D(&EN('1H
M92!#;VUP86YY7#(R,G,@)#(N,B!M:6QL:6]N(&%L;&]W86YC92!F;W(@9&]U
M8G1F=6P@86-C;W5N=")N(%-I;F-E(&ET<R!F:6QI;F<L(&%C;64@:&%S(&-O
M;G1I;G5E9"!I=',@*51J#0I4*@T**')E;&%T:6]N<VAI<"!W:71H(%=A8G5S
M:"!A;F0@=&AE(\$-O;7!A;GDN("E4:@T*,C(N.#@+3(N,R!41`T**#0T("E4
M:@T*150-"F5N9"-I<F5A;0T*96YD;V)J#0HR,2`P(&]B:@T*/#P-"B]O<F]C
M4V5T(%L04\$1&("]497AT(%T-"B]@;VYT(#P\#0H01C@("P(%(-"B]@;R`U
M(#`@4@T*+T8T(#8@,"!2#0H^/@T*+T5X=\$=3=&T92`\/`T*+T=3,2`W(#`@
M4@T*/CX-"CX^#0IE;F108FH-"C(S(#`@;V)J#0H\`T*+TQ@;F=T:"`T.3(W
M#0H^/@T*<W1R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y
M-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**"@("`@`@`@
M("`@("`@("`@("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E<R!T
M;R!#;VYS;VQI9&T960@1FEN86YC:6%L(%-T871E;65N='I5&H-"B]@,B`Q
M(%1F#0HP("TQ+C\$V(%1\$#0HHVQ@E=F5L86YD+4-L:69F<R!);F,@86YD(\$-O
M;G-O;&ED871E9"!3=6)S:61I87)I97,@*51J#0H01C,@,2!49@T*,"M,BXS
M-B!41`T**\$9E<G)O=7,@365T86QL:6-S*51J#0H01C(@,2!49@T*,"M,BXS
M-"!41`T**\$-L:69F<R!A;F0@07-S;V-I871E<R!,-:6UI=&5D+"!A(&IO:6YT
M('9E;G1U<F4@:6X@5')I;FED860@86YD(%108F%G;RP@:&%S(&-O;7!I971E
M9"!C;VYS=')U8W1I;VX@;V8@82!F86-I;&ET>2!T;R`I5&H-"B]@-&-"`Q(%1F
M#0HP("TQ+C\$R(%1\$#0HH<')O9'5C92!P<F5M:75M('U86QI='D@2\$)('!O
M(&E(&UA<FME=&5D('!O('1H92!S=&5E;"!I;F1U<W1R>2X@5&AE('9E;G1U
M<F5<,C(R<R!P87)T:6-I<&%N='L('1H<F]U9V@<W5B<VED:6%R:65S+"`I

M5&H-"EOJ#0HH:6YC;'5D92!T:&4@0V]M<&%N>2P@-#8N-2!P97)C96YT.R!4
M:&4@3%16(\$-O<G!O<F%T:6]N(%PH7#(R,TQ45EPR,C1<*2P@-#8N-2!P97)C
M96YT.R!A;F0@3'5R9VD@04<@;V8@1V5R;6%N>2P@*51J#0I4*@T**#<@<&5R
M8V5N="P@=VET:"!T:&4@0V]M<&%N>2!A<R!M86YA9V5R(&%N9"!S86QE<R!A
M9V5N="X@1F]L;&]W:6YG(&ES(&\$@<W5M;6%R>2!O9B!P<F]J96-T(&5X<&5N
M9&ET=7)E<SH@*51J#0HQ,"XU,B'M,2XQ,B!41`T*,"XT,2!48PT*6R@*3(P
M*" `I,C`H("DM,3,Y,#`H(" `I+3\$Q-#`H("DM.#(P*" `I+3\$Q-#`H(" `@*2TQ
M,COP*" `I751*#0H01C(@,2!49@T*,3`N,#<Y(#`@," `Q,"XP-SD@,S<Y+C\$W
M(#<Y-BXX.2!4;0T*,"!48PT**PH26X@36EL;&EO;G-<*2E4:@T*+T8S(#\$@
M5&8-"BTR+C(X-3D@+3\$N,3DP-B!41`T**\$-O;7!A;GDG<RE4:@T*+T8R(#\$@
M5&8-"C<N,C\$U("TP+C`T-S8@5\$0-"BA4;W1A;"E4:@T*+T8S(#\$@5&8-"BTV
M+C`W,B`M,2XQ.3`V(%1\$#0HH4VA<F4I5&H-"B] &,B`Q(%1F#0HU+C<Q-#@@
M+3`N,#0W-B!41`T**%R;VIE8W0I5&H-"D54#0HP+C4@1PT*,"!*(#`@:B`P
M+C(T(`<@,3`@32!;73`@9`T*,2!I(`T*-\$#P+C8Q(#<V."XP.2!M#0HS-#DN
M.#D@-S8X+C`Y(&P-"C,T.2XX.2`W-C@N,#D@;0T*,SOY+C@Y(#<V-RXV,2!L
M#0I3#0HP(\$<-`C,T.2XX.2`W-C<N-C\$@;0T*-\$#P+C8Q(#<V-RXV,2!L#0HT
M,3`N-C\$@-S8W+C8Q(&T-"C0Q,"XV,2`W-C@N,#D@;`T*4PT*,"XU(\$<-`C0V
M,"XR.2`W-C@N,#D@;0T*-\$#X+C`W(#<V."XP.2!L#0HT,3@N-S<@-S8X+C`Y
M(&T-"C0Q."XW-R`W-C<N-C\$@;`T*4PT*,"!`#0HT,3@N-S<@-S8W+C8Q(&T-
M"C0V,"XR.2`W-C<N-C\$@;`T*-\$#P+C(Y(#<V-RXV,2!M#0HT-C`N,CD@-S8X
M+C`Y(&P-"E,-"D)4#0HQ,"XP-SD@," `P(#\$P+C`W.2`Q-3\$N.#D@-S4V+C4W
M(%1M#0HH0V%P:7!A;"!E>`!E;F!I='5R97,Z*51J#0HP+C<V,B`M,2XS,S`U
M(%1\$#0HH,3DY-BE4:@T*+T8S(#\$@5&8-"C(P+C4R-3@@"XP-#<V(%1\$#0HH
M)#\$S+C\$I5&H-"B] &,B`Q(%1F#0HU+C0W-C<@+3`N,#0W-B!41`T*6R@D*2TU
M,#`N,2@R."XR*5U42@T*+3(V+C`P,C4@+3\$N,S,S-2!41`T**\$Y.3<I5&H-
M"B] &,R`Q(%1F#0HR,2XP,C4X(#`N,#0W-B!41`T**#,U+C@I5&H-"B] &,B`Q
M(%1F#0HU+CDW-C@+3`N,#0W-B!41`T**#<W+C`I5&H-"BTR-RXP,#(V("TQ
M+C,S,S4@5\$0-"B@Q.3DX*51J#0H01C,@,2!49@T*,CSN,#(U." `P+C`T-S8@
M5\$0-"B@Q-BXW*51J#0H01C(@,2!49@T*-2XY-S8X("TP+C`T-S8@5\$0-"B@S
M-2XY*51J#0HM,C<N,#`R-B`M,2XS,S,U(%1\$#0HH,3DY.2E4:@T*+T8S(#\$@
M5&8-"C(Q+C`R-3@@"XP-#<V(%1\$#0HH,3\$N,BE4:@T*+T8R(#\$@5&8-"C4N
M.3<V." `M,"XP-#<V(%1\$#0HH,C0N,2E4:@T*150-"C`N-2!`#0HS.#DN,#\$@
M-CDX+CDW(&T-"C,W,2XT.2`V.3@N.3<@;`T*,S<Q+COY(#8Y."XY-R!M#0HS
M-S\$N-#D@-CDX+COY(&P-"E,-"C`@1PT*,"S<Q+COY(#8Y."XT.2!M#0HS.#DN
M,#\$@-CDX+COY(&P-"C,X.2XP,2`V.3@N-#D@;0T*,S@Y+C`Q(#8Y."XY-R!L
M#0I3#0HP+C4@1PT*-\$#Y+C(U(#8Y."XY-R!M#0HT,C8N-CD@-CDX+CDW(&P-
M"COR-BXV.2`V.3@N.3<@;0T*-\$#(V+C8Y(#8Y."XT.2!L#0I3#0HP(\$<-`COR
M-BXV.2`V.3@N-#D@;0T*-\$#Y+C(U(#8Y."XT.2!L#0HT-#DN,C4@-CDX+C0Y
M(&T-"COT.2XR-2`V.3@N.3<@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y
M(#\$V-RXR-2`V.#8N,C4@5&T-"BA4;W1A;"E4:@T*+T8S(#\$@5&8-"C\$Y+C<V
M,S@@"XP-#<V(%1\$#0HH)#<V+C@I5&H-"B] &,B`Q(%1F#0HU+C0W-C<@+3`N
M,#0W-B!41`T**"OQ-C4N,BE4:@T*150-"C`N-2!G#0HS-S\$N-#D@-C@R+C0Q
M(#\$W+C4R("TR+C@X(')E#0IF#0HT,C8N-CD@-C@R+COQ(#(R+C4V("TR+C@X
M(')E#0IF#0I"5`T*,3`N,#<Y(#`@," `Q,"XP-SD@,34Q+C@Y(#8V."XT.2!4
M;0T*,"!G#0HH4W1A<G0M=7`@97AP96YS93HI5&H-"C`N-S8R("TQ+C,S,S4@
M5\$0-"B@Q.3DV*51J#0H01C,@,2!49@T*,C`N-3(U." `P+C`T-S8@5\$0-"B@D
M*51J#0H01C(@,2!49@T*-2XT-S8W("TP+C`T-S8@5\$0-"C\$N-3`P,B!48PT*
M6R@D+BDQ-3`P+C(H,2E=5\$H-"BTR-BXP,#(U("TQ+C,S,S4@5\$0-"C`@5&,-
M"B@Q.3DW*51J#0H01C,@,2!49@T*,C\$N-3(U.2`P+C`T-S8@5\$0-"B@Q+C4I
M5&H-"B] &,B`Q(%1F#0HU+CDW-C@+3`N,#0W-B!41`T**#,N,BE4:@T*+3(W
M+C4P,C8@+3\$N,S,S-2!41`T**\$Y.3@I5&H-"B] &,R`Q(%1F#0HR,2XU,C4Y
M(#`N,#0W-B!41`T**#(N,RE4:@T*+T8R(#\$@5&8-"C4N.3<V." `M,"XP-#<V
M(%1\$#0HH-"XX*51J#0HM,C<N-3`R-B`M,2XS,S,U(%1\$#0HH,3DY.2E4:@T*
M+T8S(#\$@5&8-"C(Q+C4R-3D@,"XP-#<V(%1\$#0HH.2XQ*51J#0H01C(@,2!4
M9@T*-2XT-S8W("TP+C`T-S8@5\$0-"B@Q.2XU*51J#0I%5`T*,"XU(\$<-`C,X
M.2XP,2`V,3`N.#D@;0T*,S<Q+C0Y(#8Q,"XX.2!L#0HS-S\$N-#D@-C\$P+C@Y
M(&T-"C,W,2XT.2`V,3`N-#\$@;`T*4PT*,"!`#0HS-S\$N-#D@-C\$P+C0Q(&T-
M"C,X.2XP,2`V,3`N-#\$@;`T*,S@Y+C`Q(#8Q,"XT,2!M#0HS.#DN,#\$@-C\$P
M+C@Y(&P-"E,-"C`N-2!`#0HT-#DN,C4@-C\$P+C@Y(&T-"COR-BXV.2`V,3`N
M.#D@;`T*-\$#(V+C8Y(#8Q,"XX.2!M#0HT,C8N-CD@-C\$P+COQ(&P-"E,-"C`@
M1PT*-\$#(V+C8Y(#8Q,"XT,2!M#0HT-#DN,C4@-C\$P+COQ(&P-"COT.2XR-2`V
M,3`N-#\$@;0T*-\$#Y+C(U(#8Q,"XX.2!L#0I3#0I"5`T*,3`N,#<Y(#`@," `Q
M,"XP-SD@,38W+C(U(#4Y."XQ-R!4;0T**%10=&%L*51J#0H01C,@,2!49@T*
M,3DN-S8S." `P+C`T-S8@5\$0-"B@D,3(N.2E4:@T*+T8R(#\$@5&8-"C4N-#<V
M-R`M,"XP-#<V(%1\$#0I;*"0I+34P,"XQ*#(W+C8I751*#0I%5`T*,"XU(&<-
M"C,W,2XT.2`U.30N,S,@,3<N-3(@+3(N.#@<F4-"F8-"COR-BXV.2`U.30N
M,S,@,C(N-38@+3(N.#@<F4-"F8-"D)4#0HQ,"XP-SD@," `P(#\$P+C`W.2`Q
M-3\$N.#D@-3@P+COQ(%1M#0HP(&<-"BA);G9E<W1M96YT(&T(\$1E8V5M8F5R
M(#,Q*CHI5&H-"C`N-S8R("TQ+C,S,S4@5\$0-"B@Q.3DV*51J#0H01C,@,2!4
M9@T*,C`N-3(U." `P+C`T-S8@5\$0-"B@D,30N-"E4:@T*+T8R(#\$@5&8-"BTR
M,"XU,C4X("TQ+C,X,3\$@5\$0-"B@Q.3DW*51J#0H01C,@,2!49@T*,C\$N,#(U
M." `P+C`T-S8@5\$0-"B@U-RXU*51J#0H01C(@,2!49@T*+3(Q+C`R-3@+3\$N
M,S@Q,2!41`T**\$Y.3@I5&H-"B] &,R`Q(%1F#0HR,2XP,C4X(#`N,#0W-B!4
M1`T**#<Y+C@I5&H-"B] &,B`Q(%1F#0HM,C\$N,#(U." `M,2XS.#\$Q(%1\$#0HH
M,3DY.2E4:@T*+T8S(#\$@5&8-"C(Q+C`R-3@@"XP-#<V(%1\$#0HH.#0N,2E4
M:@T*+T8R(#\$@5&8-"BTR,2XW.#<X("TQ+C(V,B!41`T**\$-A<&ET86QI>F5D
M(&EN=&5R97-T.BE4:@T*,"XW-C(@+3\$N,S,S-2!41`T**\$Y.38I5&H-"B] &
M,R`Q(%1F#0HR,"XU,C4X(#`N,#0W-B!41`T*,2XP,#`Q(%1C#0I;*"0N*3\$P
M,#`N,2@S*5U42@T*+T8R(#\$@5&8-"BTR,"XU,C4X("TQ+C,X,3\$@5\$0-"C`@
M5&,-"B@Q.3DW*51J#0H01C,@,2!49@T*,C\$N-3(U.2`P+C`T-S8@5\$0-"B@R
M+C,I5&H-"B] &,B`Q(%1F#0HM,C\$N-3(U.2`M,2XS.#\$Q(%1\$#0HH,3DY."E4
M:@T*+T8S(#\$@5&8-"C(Q+C4R-3D@,"XP-#<V(%1\$#0HH-"XU*51J#0H01C@
M,2!49@T*+3(Q+C4R-3D@+3\$N,S@Q,2!41`T**\$Y.3DI5&H-"B] &,R`Q(%1F
M#0HR,2XU,C4Y(#`N,#0W-B!41`T**\$N,RE4:@T*150-"C`N-2!`#0HS.#DN
M,#\$@-#4V+C@Q(&T-"C,W,2XT.2`T-38N.#\$@;`T*,S<Q+COY(#0U-BXX,2!M

M#0HS-S\$N-D@-#4V+C,S(&P-"E,-"C`@1PT*,S<Q+COY(#0U-BXS,R!M#0HS
M.#DN,#\$@-#4V+C,S(&P-"C,X.2XP,2`T-38N,S,@;0T*,S@Y+C`Q(#0U-BXX
M,2!L#0I3#0I"5`T*+T8R(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$V-RXR
M-2`T-#ON,#D@5&T-"BA4;W1A;"E4:@T*+T8S(#\$@5&8-"CSY+C<V,S@E,"XP
M-#<V(%1\$#0I;*`0I+34P,"XQ*#@N-"E=5\$H-"D54#0HP+C4@9PT*,S<Q+COY
M(#0T,"XR-2`Q-RXU,B`M,BXX."!R90T*9@T*0E0-"B]@-`Q(%1F#0HQ,B`P
M(#`@,3(@,3(S+C@Q(#0R-"XV-2!4;0T*,"!G#0HR+C\$Y(%1C#0I;*`@*3DR
M,"@*5U42@T*+T8R(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$R,RXX,2`T
M,3(N.#D@5&T-"C@5&,"B@J*51J#0HO1C0@,2!49@T*-"XW,30W(#`@5\$0-
M"BA);F-L=61E<R!T:@4@0V]M<@N>5PR,C)S(&-A<@E#T86QI>F5D(&EN:=&R
M97-T(&]N('U86QI9GEI;F<@87-S971S+BE4:@T*+T8R(#\$@5&8-"C\$R(#`@
M,"`Q,B`S,#`N,C\$@,S@U+C<W(%1M#0HH-#4@*51J#0I%5`T*96YD<W1R96%M
M#0IE;F108FH-"C(T(#`@;V)J#0H\/'T*+U!R;V-3970@6R]01\$8@+U1E>'0@
M70T*+T90;G0@/#P-"B]@,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@-B`P(%
-M"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*/CX-"F5N9&]B
M:@T*,"C8@,"!08FH-"CP\#0HO3&5N9W1H(#\$U-#DU#0H^/@T* <W1R96%M#0I"
M5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*
M+T=3,2!G<PT*,"!48PT*,"!4=PT*`@("`@("`@("`@("`@("E4:PT*
M+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E<R!T;R!#;VYS;VQI9&%T960@
M1FEN86YC:6%L(%-T871E;65N=';I5&H-"B]@,B`Q(%1F#0HP("TQ+C\$V(%1\$
M#0HHOQVE=F5L86YD+4-L:69F<R!);F,@86YD(\$-O;G-O;&ED871E9"!3=6)S
M:61I87)I97,@*51J#0HO1C4@,2!49@T*,"M,BXS-B!41`T*SYO:=&4@,R!<
M,C(W(%-E9VUE;G0@4F5P;W)T:6YG*51J#0HO1C(@,2!49@T*,"M,BXS-"!4
M1`T*%1H92!#;VUP86YY(&AA<R!T=V@<F5P;W)T86)L92!S96=M96YT<R!O
M9F9E<FEN9R!D:69F97)E;G0@:7)O;B!P<F]D=6-T<R!A;F0@<V5R=FEC97,@
M=&@=&6AE('T-965L(&EN9'5S=')Y+B!)<F]N("E4:@T*+T8T(#\$@5&8-"C`@
M+3\$N,3(@5\$0-"BA/<F4@:7,@=&AE(\$-O;7!A;GE<C(R<R!D;VUI;F%N="!S
M96=M96YT+B14:&@1F5R<F]U<R!-971A;&QI8W,@<V5G;65N="!C;VYS:7-T
M<R!O9B!T:@4(2\$)('E;G1U<F4@<)O:F5C="!I;B`I5&H-"E0J#0HH5')I
M;FED860@86YD(%108F%G;R!A;F0@;W1H97(@9&5V96QO<&UE;G1A;"!A8W1I
M=FET:65S+B!<C(S3W1H97)<C(T(&EN8VQU9&5S(&YO;BUR97!O<G1A8FQE
M('E9VUE;G1S+"!C;&]S960@*51J#0I4*@T*%&]P97)A=&EO;G,@86YD('5N
M86QL;V-A=&5D(&-O<G!O<F%T92!A9&UI;FES=')A=&EV92!C;W-T<R!A;F0@
M;W1H97(@:6YC;VUE(&%N9"!E>"!E;G-E+B`I5&H-"C,N-2`M,2XQ,B!41`T*
M,"XR.2!48PT*6R@@"(DM,3,Y,#`H("`@*2TQ,S8P*`I+3,X,"@@"(DM-#@P
M*`I+3\$R,"C`H("DM-S0P*`I-#`H("DM-S`P*`I+3\$S-C`H("DM,3\$P,"@@
M*2TR,"@@*2T,"`H("DM,3(R,"@@*2TX,#`H("DM,C`H("DM,3\$T,"@@*2TQ
M,S8P*`I751*#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S<S+C\$W
M(#<Y-BXX.2!4;0T*,"!48PT*%PH26X@36EL;&EO;G-<*2E4:@T*150-"C`N
M-2!'#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-%M="!D#0HQ(&D@#0HU-#0N,CD@
M-SDS+C`U(&T-"C(U,RXX.2`W.3,N,#4@;`T*,C4S+C@Y(#<Y,RXP-2!M#0HR
M-3,N.#D@-SDR+C4W(&P-"E,-"C`@1PT*,C4S+C@Y(#<Y,BXU-R!M#0HU-#0N
M,CD@-SDR+C4W(&P-"C4T-"XR.2`W.3(N-3<@;0T*-30T+C(Y(#<Y,RXP-2!L
M#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,C8U+C8U(#<X,2XU,R!4;0T*
M6RA)<F]N*2TR-CDQ+C<H1F5R<F]U<RDM,C,W-"XS*%-E9VUE;G1S*2TW.#<E
M+C,H0V]N<V]L:61A=&5D*5U42@T*,"XP-S\$T("TQ+C\$Q.3(@5\$0-"ELH3M<T
M*2TR-#,"P*%TI,"XQ*%5T86QL:6-S*2TR.30U+C8H5&]T86PI+3,W-#8N.2A/
M=&AE<BDM-#Q.2A4;W1A;"E=5\$H-"D54#0HP+C4@1PT*,CDS+CDW(#<V-BXT
M,2!M#0HR-3,N.#D@-S8V+C0Q(&P-"C(U,RXX.2`W-C8N-#S@;0T*,C4S+C@Y
M(#<V-2XY,R!L#0I3#0HP(\$<-`C(U,RXX.2`W-C4N.3,@;0T*,CDS+CDW(#<V
M-2XY,R!L#0HR.3,N.3<@-S8U+CDS(&T-"C(Y,RXY-R`W-C8N-#S@;`T*4PT*
M,"XU(\$<-`C,T.2XQ-R`W-C8N-#S@;0T*,S`P+C8Y(#<V-BXT,2!L#0HS,#`N
M-CD@-S8V+C0Q(&T-"C,P,"XV.2`W-C4N.3,@;`T*4PT*,"!#0HS,#`N-CD@
M-S8U+CDS(&T-"C,T.2XQ-R`W-C4N.3,@;`T*,S0Y+C\$W(#<V-2XY,R!M#0HS
M-#DN,3<@-S8V+C0Q(&P-"E,-"C`N-2!'#0HT,3(N-3,@-S8V+C0Q(&T-"C,U
M-2XT,2`W-C8N-#S@;`T*,S4U+C0Q(#<V-BXT,2!M#0HS-34N-#S@-S8U+CDS
M(&P-"E,-"C`@1PT*,S4U+C0Q(#<V-2XY,R!M#0HT,3(N-3,@-S8U+CDS(&P-
M"COQ,BXU,R`W-C4N.3,@;0T*-*\$R+C4S(#<V-BXT,2!L#0I3#0HP+C4@1PT*
M-#8W+C<S(#<V-BXT,2!M#0HT,3DN-#D@-S8V+C0Q(&P-"COQ.2XT.2`W-C8N
M-#S@;0T*-*\$Y+COY(#<V-2XY,R!L#0I3#0HP(\$<-`COQ.2XT.2`W-C4N.3,@
M;0T*-*8W+C<S(#<V-2XY,R!L#0HT-C<N-S,@-S8U+CDS(&T-"COV-RXW,R`W
M-C8N-#S@;`T*4PT*,"XU(\$<-`C4T-"XR.2`W-C8N-#S@;0T*-*<T+C8Y(#<V
M-BXT,2!L#0HT-S0N-CD@-S8V+C0Q(&T-"COW-"XV.2`W-C4N.3,@;`T*4PT*
M,"!#0HT-S0N-CD@-S8U+CDS(&T-"C4T-"XR.2`W-C4N.3,@;`T*-30T+C(Y
M(#<V-2XY,R!M#0HU-#0N,CD@-S8V+C0Q(&P-"E,-"D)4#0HO1C,@,2!49@T*
M,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N-C4@-S4T+C\$W(%1M#0HH,3DY.2E4:@T*
M,"M,2XS,S,U(%1\$#0I;*-A;&5S(&%N9"!S97)V:6-E<R!T;R!E>'1E<FYA
M;"!C=7-T;VUE<G,I+3\$U.3<N,R@D,S`U+C<I+3(T-CON.2@D*2TU,3DQ*`OS
M,#4N-RDM,S(U,"XW*`0I+34X-3<N-R@D,S`U+C<I751*#0I4*#T*6RA2;WEA
M;'1I97,@86YD(&UA;F%G96UE;G0@9F5E<UPH,5PI*2TU,#0Q+C(H-#0-2DM
M.3\$U-2XY*#OX+C4I+3\$P-C`X+C0H-#@N-2E=5\$H-"D54#0HP+C4@1PT*,C@R
M+CDS(#<R,BXY-R!M#0HR-C`N,S<@-S(R+CDW(&P-"C(V,"XS-R`W,C(N.3<@
M;0T*,C8P+C,W(#<R,BXT.2!L#0I3#0HP(\$<-`C(V,"XS-R`W,C(N-#D@;0T*
M,C@R+CDS(#<R,BXT.2!L#0HR.(N.3,@-S(R+C0Y(&T-"C(X,BXY,R`W,C(N
M.3<@;`T*4PT*,"XU(\$<-`C,S,RXX,2`W,C(N.3<@;0T*,S\$R+CDS(#<R,BXY
M-R!L#0HS,3(N.3,@-S(R+CDW(&T-"C,Q,BXY,R`W,C(N-#D@;`T*4PT*,"!
M#0HS,3(N.3,@-S(R+C0Y(&T-"C,S,RXX,2`W,C(N-#D@;`T*,S,S+C@Q(#<R
M,BXT.2!M#0HS,S,N.#\$@-S(R+CDW(&P-"E,-"C`N-2!'#0HS.3(N.#4@-S(R
M+CDW(&T-"C,W,"XR.2`W,C(N.3<@;`T*,S<P+C(Y(#<R,BXY-R!M#0HS-S`N
M,CD@-S(R+C0Y(&P-"E,-"C`@1PT*,S<P+C(Y(#<R,BXT.2!M#0HS.3(N.#4@
M-S(R+C0Y(&P-"C,Y,BXX-2`W,C(N-#D@;0T*,SDR+C@U(#<R,BXY-R!L#0I3
M#0HP+C4@1PT*-#4Q+C8U(#<R,BXY-R!M#0HT,S`N-S<@-S(R+C0Y(&P-"C0S
M,"XW-R`W,C(N.3<@;0T*-*P+C<W(#<R,BXT.2!L#0I3#0HP(\$<-`C0S,"XW
M-R`W,C(N-#D@;0T*-*#4Q+C8U(#<R,BXT.2!L#0HT-3\$N-C4@-S(R+C0Y(&T-
M"COU,2XV-2`W,C(N.3<@;`T*4PT*,"XU(\$<-`C4Q-RXT,2`W,C(N.3<@;0T*

M-#DT+C@U (<R, BXY-R!L#0HT.30N.#4@-S (R+CDW (&T-"COY-"XX-2`W, C (N M-#D@; `T*4PT*, "!"#0HT.30N.#4@-S (R+COY (&T-"C4Q-RXT, 2`W, C (N-#D@ M; `T*-3\$W+COQ (#<R, BXT.2!M#0HU, 3<N-#\$@-S (R+CDW (&P-"E, -"D) 4#0HQ M, "XP-SD@, " `P (#\$P+C`W.2`W-"XQ, R`V, 3`N-S, @5&T-"ELH5&]T86P@;W!E M<F`T:6YQ (')E=F5N=65S*2TW.#\$R+CDH, S4T+C (I+3@V-38H, S4T+C (I+3\$P M, 3`X+C4H, S4T+C (I751*#0I5`T*, "XU (\$<-"C (X, BXY, R`W, #8N-#\$@; 0T* M, C8P+C, W (#<P-BXT, 2!L#0HR-C`N, S<@-S`V+COQ (&T-"C (V, "XS-R`V, #4N M, C\$@; `T*4PT*, "!"#0HR-C`N, S<@-S`U+C (Q (&T-"C (X, BXY, R`W, #4N, C\$@ M; `T*, C@R+CDS (#<P-2XR, 2!M#0HR.# (N.3, @-S`V+COQ (&P-"E, -"C`N-2!` M#0HS, S, N.#\$@-S`V+COQ (&T-"C, Q, BXY, R`W, #8N-#\$@; `T*, S\$R+CDS (#<P M-BXT, 2!M#0HS, 3 (N.3, @-S`U+C (Q (&P-"E, -"C`@1PT*, S\$R+CDS (#<P-2XR M, 2!M#0HS, S, N.#\$@-S`U+C (Q (&P-"C, S, RXX, 2`W, #4N, C\$@; 0T*, S, S+C@Q M (#<P-BXT, 2!L#0I3#0HP+C4@1PT*, SDR+C@U (#<P-BXT, 2!M#0HS-S`N, CD@ M-S`V+COQ (&P-"C, W, "XR.2`W, #8N-#\$@; 0T*, S<P+C (Y (#<P-2XR, 2!L#0I3 M#0HP (\$<-"C, W, "XR.2`W, #4N, C\$@; 0T*, SDR+C@U (#<P-2XR, 2!L#0HS.3 (N M.#4@-S`U+C (Q (&T-"C, Y, BXX-2`W, #8N-#\$@; `T*4PT*, "XU (\$<-"COU, 2XV M-2`W, #8N-#\$@; 0T*-#, P+C<W (#<P-BXT, 2!L#0HT, S`N-S<@-S`V+COQ (&T- M"COS, "XW-R`V, #4N, C\$@; `T*4PT*, "!"#0HT, S`N-S<@-S`U+C (Q (&T-"COU M, 2XV-2`W, #4N, C\$@; `T*-#4Q+C8U (#<P-2XR, 2!M#0HT-3\$N-C4@-S`V+COQ M (&P-"E, -"C`N-2!`#0HU, 3<N-#\$@-S`V+COQ (&T-"COY-"XX-2`W, #8N-#\$@ M; `T*-#DT+C@U (#<P-BXT, 2!M#0HT.30N.#4@-S`U+C (Q (&P-"E, -"C`@1PT* M-#DT+C@U (#<P-2XR, 2!M#0HU, 3<N-#\$@-S`U+C (Q (&P-"C4Q-RXT, 2`W, #4N M, C\$@; 0T*-3\$W+COQ (#<P-BXT, 2!L#0I3#0I5`T*, 3`N, #<Y (#`@, "`Q, "XP M-SD@-C`N-C4@-CDS+C0U (%1M#0I; *\$EN8V]M92!<*QO<W-<*2!B9690<F4@ M=&%X97, I+3@U.38N.2@S, 2XW*2TR.38T+C@H7"@Q, 2XX*2TQ, BXV*%PI*2TS M-S8R+C8H, 3DN.2DM, S<U, "XV*%PH, 34N, BDM, 3 (N-BA<*2DM-#DR.2XT*#0N M-RE=5\$H-"E0J#0I; *\$1E<')E8VEA=&EO;B!A;F0@86UO<G1I>F%T:6]N7"@R M7"DI+34S-#8N, B@R, BXU*2TY, 34U+CDH, C (N-2DM, 3`V, #@N-"@R, BXU*5U4 M2@T*5"H-"ELH17%U:71Y (&QO<W, I+3 (P, 30P+C\$H7"@Y+C\$I+3\$R+C4H7"DI M+3, Y, CDN, RA<*#DN, 2DM, 3 (N-2A<*2DM, 3`T, CDN.2A<*#DN, 2DM, 3 (N-2A< *2E=5\$H-"E0J#0I; *\$EN=F5S=&UE; G1S (&EN (&5Q=6ET>2!M971H;V0@:6YV M97-T965S*2TR-#4V+C, H, 30Y+C, I+3, R.3@N, R@X-"XQ*2TS-C`W+C@H, C, S M+C0I+3\$P, 3`X+C4H, C, S+C0I751*#0I4*%T*6RA/=&AE<B!I9&5N=&EF:6%B M; &4@87-S971S*2TX-S@X+C@H-# (S+C, I+3, W.3@N-"@Q+C4I+3, V, #<N-R@T M, CON."DM-#`X-"XQ*# (Q+C4I+30R-S0N-2@T-#8N, RE=5\$H-"D54#0HP+C4@ M1PT*, C@R+CDS (#8S-2XS-R!M#0HR-C`N, S<@-C, U+C, W (&P-"C (V, "XS-R`V M, S4N, S<@; 0T*, C8P+C, W (#8S-"XX.2!L#0I3#0HP (\$<-"C (V, "XS-R`V, S0N M.#D@; 0T*, C@R+CDS (#8S-"XX.2!L#0HR.# (N.3, @-C, T+C@Y (&T-"C (X, BXY M, R`V, S4N, S<@; `T*4PT*, "XU (\$<-"C, S, RXX, 2`V, S4N, S<@; 0T*, S\$R+CDS M (#8S-2XS-R!L#0HS, 3 (N.3, @-C, U+C, W (&T-"C, Q, BXY, R`V, SON.#D@; `T* M4PT*, "!"#0HS, 3 (N.3, @-C, T+C@Y (&T-"C, S, RXX, 2`V, SON.#D@; `T*, S, S M+C@Q (#8S-"XX.2!M#0HS, S, N.#\$@-C, U+C, W (&P-"E, -"C`N-2!`#0HS.3 (N M.#4@-C, U+C, W (&T-"C, W, "XR.2`V, S4N, S<@; `T*, S<P+C (Y (#8S-2XS-R!M M#0HS-S`N, CD@-C, T+C@Y (&P-"E, -"C`@1PT*, S<P+C (Y (#8S-"XX.2!M#0HS M.3 (N.#4@-C, T+C@Y (&P-"C, Y, BXX-2`V, SON.#D@; 0T*, SDR+C@U (#8S-2XS M-R!L#0I3#0HP+C4@1PT*-#4Q+C8U (#8S-2XS-R!M#0HT, S`N-S<@-C, U+C, W M (&P-"COS, "XW-R`V, S4N, S<@; 0T*-#, P+C<W (#8S-"XX.2!L#0I3#0HP (\$<- M"COS, "XW-R`V, SON.#D@; 0T*-#4Q+C8U (#8S-"XX.2!L#0HT-3\$N-C4@-C, T M+C@Y (&T-"COU, 2XV-2`V, S4N, S<@; `T*4PT*, "XU (\$<-"C4Q-RXT, 2`V, S4N M, S<@; 0T*-#DT+C@U (#8S-2XS-R!L#0HT.30N.#4@-C, U+C, W (&T-"COY-"XX M-2`V, SON.#D@; `T*4PT*, "!"#0HT.30N.#4@-C, T+C@Y (&T-"C4Q-RXT, 2`V M, SON.#D@; `T*-3\$W+COQ (#8S-"XX.2!M#0HU, 3<N-#\$@-C, U+C, W (&P-"E, - M"D) 4#0HQ, "XP-SD@, " `P (#\$P+C`W.2`W-"XQ, R`V, C, N, 3, @5&T-"ELH5&]T M86P@87-S971S*2TQ, S4P-BXT*4W, BXV*2TS, CDX+C, H.#4N-BDM, S8P-RXX M*#8U. "XR*2TT, #@T+C\$H, C\$N-2DM-# (W-"XU*#8W.2XW*5U42@T*150-"C`N M-2!`#0HR.# (N.3, @-C\$X+C@Q (&T-"C (V, "XS-R`V, 3@N.#\$@; `T*, C8P+C, W M (#8Q. "XX, 2!M#0HR-C`N, S<@-C\$W+C8Q (&P-"E, -"C`@1PT*, C8P+C, W (#8Q M-RXV, 2!M#0HR.# (N.3, @-C\$W+C8Q (&P-"C (X, BXY, R`V, 3<N-C\$@; 0T*, C@R M+CDS (#8Q. "XX, 2!L#0I3#0HP+C4@1PT*, S, S+C@Q (#8Q. "XX, 2!M#0HS, 3 (N M.3, @-C\$X+C@Q (&P-"C, Q, BXY, R`V, 3@N.#\$@; 0T*, S\$R+CDS (#8Q-RXV, 2!L M#0I3#0HP (\$<-"C, Q, BXY, R`V, 3<N-C\$@; 0T*, S, S+C@Q (#8Q-RXV, 2!L#0HS M, S, N.#\$@-C\$W+C8Q (&T-"C, S, RXX, 2`V, 3@N.#\$@; `T*4PT*, "XU (\$<-"C, Y M, BXX-2`V, 3@N.#\$@; 0T*, S<P+C (Y (#8Q. "XX, 2!L#0HS-S`N, CD@-C\$X+C@Q M (&T-"C, W, "XR.2`V, 3<N-C\$@; `T*4PT*, "!"#0HS-S`N, CD@-C\$W+C8Q (&T- M"C, Y, BXX-2`V, 3<N-C\$@; `T*, SDR+C@U (#8Q-RXV, 2!M#0HS.3 (N.#4@-C\$X M+C@Q (&P-"E, -"C`N-2!`#0HT-3\$N-C4@-C\$X+C@Q (&T-"COS, "XW-R`V, 3@N M.#\$@; `T*-#, P+C<W (#8Q. "XX, 2!M#0HT, S`N-S<@-C\$W+C8Q (&P-"E, -"C`@ M1PT*-#, P+C<W (#8Q-RXV, 2!M#0HT-3\$N-C4@-C\$W+C8Q (&P-"COU, 2XV-2`V M, 3<N-C\$@; 0T*-#4Q+C8U (#8Q. "XX, 2!L#0I3#0HP+C4@1PT*-3\$W+COQ (#8Q M. "XX, 2!M#0HT.30N.#4@-C\$X+C@Q (&P-"COY-"XX-2`V, 3@N.#\$@; 0T*-#DT M+C@U (#8Q-RXV, 2!L#0I3#0HP (\$<-"COY-"XX-2`V, 3<N-C\$@; 0T*-3\$W+COQ M (#8Q-RXV, 2!L#0HU, 3<N-#\$@-C\$W+C8Q (&T-"C4Q-RXT, 2`V, 3@N.#\$@; `T* M4PT*0E0-"C\$P+C`W.2`P (#`@, 3`N, #<Y (#8W+C8U (#8P-2XX-2!4; 0T*6RA0 M<F]P97)T>2!E>`!E; F1I='5R97-<*#)<*2DM.#@W, RXY*# (P+C@I+3, R.3@N M, B@Q, 2XR*2TT, 3`W+C@H, S (N, "DM, 3`V, #@N-"@S, BXP*5U42@T*+T8T (#\$@ M5&8-"C\$R (#`@, " `Q, B`V-RXV-2`U.3 (N-#\$@5&T-"B@*51J#0HO1C, @, 2!4 M9@T*, 3`N, #<Y (#`@, "`Q, "XP-SD@-C<N-C4@-3<Y+CDS (%1M#0HH, 3DY."E4 M:@T*+T8R (#\$@5&8-"C`@+3\$N, C8R (%1\$#0I; *%-A; &5S (&%N9"!S97)V:6`E M<R!T;R!E>`!E<FYA; " !C=7-T;VUE<G, I+3 (U-# (N, B@D-#0T+C\$I+3 (T-C0N M.2@d*2TU, 3DQ*0T-#0N, 2DM, S (U, "XW*0I+34X-3<N-R@D-#0T+C\$I751* M#0HP ("TQ+C (Q-#0@5\$0-"ELH4F]Y86QT:65S (&%N9"!M86YA9V5M96YT (&9E M97-<*#%<*2DM-3<V-"XQ*#0Y+C<I+3DQ-34N.2@T.2XW*2TQ, #8P. "XT*#0Y M+C<I751*#0I5`T*, "XU (\$<-"C (X, BXY, R`U-3\$N, 3, @; 0T*, C8P+C, W (#4U M, 2XQ, R!L#0HR-C`N, S<@-34Q+C\$S (&T-"C (V, "XS-R`U-3`N-C4@; `T*4PT* M, "!"#0HR-C`N, S<@-34P+C8U (&T-"C (X, BXY, R`U-3`N-C4@; `T*, C@R+CDS

M(#4U,"XV-2!M#0HR.#(N.3,@-34Q+C\$S(&P-"E,-"C`N-2!'#0HS,S,N.#\$@M-34Q+C\$S(&T-"C,Q,BXY,R`U-3\$N,3,@:`T*,S\$R+CDS(#4U,2XQ,R!M#0HSM,3(N.3,@-34P+C8U(&P-"E,-"C`@1PT*,S\$R+CDS(#4U,"XV-2!M#0HS,S,NM.#\$@-34P+C8U(&P-"C,S,RXX,2`U-3`N-C4@;OT*,S,S+C@Q(#4U,2XQ,R!L#M#0I3#0HP+C4@1PT*,SDR+C@U(#4U,2XQ,R!M#0HS-S`N,CD@-34Q+C\$S(&P-"C,W,"XR.2`U-3\$N,3,@;OT*,S<P+C(Y(#4U,"XV-2!L#0I3#0HP(\$<-"C,W,M,"XR.2`U-3`N-C4@;OT*,SDR+C@U(#4U,"XV-2!L#0HS.3(N.#4@-34P+C8UM(&T-"C,Y,BXX-2`U-3\$N,3,@;`T*4PT*,"XU(\$<-"COU,2XV-2`U-3\$N,3,@M;OT*-,P+C<W(#4U,2XQ,R!L#0HT,S`N-S<@-34Q+C\$S(&T-"COS,"XW-R`UM-3`N-C4@;`T*4PT*,"!`#0HT,S`N-S<@-34P+C8U(&T-"COU,2XV-2`U-3`N-M-C4@;`T*-,#4Q+C8U(#4U,"XV-2!M#0HT-3\$N-C4@-34Q+C\$S(&P-"E,-"C`N-M-2!'#0HU,3<N-#\$@-34Q+C\$S(&T-"C0Y-"XX-2`U-3\$N,3,@;`T*-,#DT+C@UM(#4U,2XQ,R!M#0HT.30N.#4@-34P+C8U(&P-"E,-"C`@1PT*-,#DT+C@U(#4UM,"XV-2!M#0HU,3<N-#\$@-34P+C8U(&P-"C4Q-RXT,2`U-3`N-C4@;OT*-,3\$W+COQ(#4U,2XQ,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-S0N,3,@M-3,Y+C8Q(#1M#0I;*\$%10=&%L[&]P97)A=&EN9R!R979E;G5E<RDM.#4S-BXXM*#0Y,RXX*2TX-C4V*#0Y,RXX*2TQ,#\$P."XU*#0Y,RXX*5U42@T*150-"C`N-M-2!'#0HR.#(N.3,@-3,U+C<W(&T-"C(V,"XS-R`U,S4N-S<@;`T*,C8P+C,W(#4S-2XW-R!M#0HR-C`N,S<@-3,T+C4W(&P-"E,-"C`@1PT*,C8P+C,W(#4SM-"XU-R!M#0HR.#(N.3,@-3,T+C4W(&P-"C(X,BXY,R`U,SON-3<@;OT*,C@RM+CDS(#4S-2XW-R!L#0I3#0HP+C4@1PT*,S,S+C@Q(#4S-2XW-R!M#0HS,3(NM.3,@-3,U+C<W(&P-"C,Q,BXY,R`U,S4N-S<@;OT*,S\$R+CDS(#4S-"XU-R!L#M#0I3#0HP(\$<-"C,Q,BXY,R`U,SON-3<@;OT*,S,S+C@Q(#4S-"XU-R!L#0HSM,S,N.#\$@-3,T+C4W(&T-"C,S,RXX,2`U,S4N-S<@;`T*4PT*,"XU(\$<-"C,Y,M,BXX-2`U,S4N-S<@;OT*,S<P+C(Y(#4S-2XW-R!L#0HS-S`N,CD@-3,U+C<WM(&T-"C,W,"XR.2`U,SON-3<@;`T*4PT*,"!`#0HS-S`N,CD@-3,T+C4W(&T-"M"C,Y,BXX-2`U,SON-3<@;`T*,SDR+C@U(#4S-"XU-R!M#0HS.3(N.#4@-3,UM+C<W(&P-"E,-"C`N-2!'#0HT-3\$N-C4@-3,U+C<W(&T-"COS,"XW-R`U,S4NM-S<@;`T*-,P+C<W(#4S-2XW-R!M#0HT,S`N-S<@-3,T+C4W(&P-"E,-"C`@M1PT*-,P+C<W(#4S-"XU-R!M#0HT-3\$N-C4@-3,T+C4W(&P-"COU,2XV-2`UM,SON-3<@;OT*-,#4Q+C8U(#4S-2XW-R!L#0I3#0HP+C4@1PT*-3\$W+COQ(#4SM-2XW-R!M#0HT.30N.#4@-3,U+C<W(&P-"C0Y-"XX-2`U,S4N-S<@;OT*-,#DTM+C@U(#4S-"XU-R!L#0I3#0HP(\$<-"C0Y-"XX-2`U,SON-3<@;OT*-,3\$W+COQM(#4S-"XU-R!L#0HU,3<N-#\$@-3,T+C4W(&T-"C4Q-RXT,2`U,S4N-S<@;`T*M4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#8W+C8U(#4R,RXU,R!4;OT*6RA)M;F-O;64@7"AL;W-S7"D@8F5F;W)E('1A>&5S*2TY,#OQ+C@H.3\$N-BDM,S0VM-"XY*%PH-2XU*2TQ,BXU*%PI*2TS-S8R+C8H.#8N,2DM,S<U,"XV*%PH,30NM,RDM,3(N-BA<*2DM-#0R.2XT*#<Q+C@I751*#0I4*@T*6RA\$97!R96-I871IM;VX@86YD(&%M;W)T:7IA=&EO;EPH,EPI*2TV,CDR+C\$H,C`N,RDM.3\$U-2XYM*#(P+C,I+3\$P-C`X+C@H,C`N,RE=5\$H-"E0J#0I;*\$5Q=6ET>2`L;W-S*2TRM,#,V,RXQ*%PH,BXS*2TQ,BXU*%PI*2TS.3(Y+C,H7"@R+C,I+3\$R+C4H7"DI M+3\$P-#(Y+CDH7"@R+C,I+3\$R+C4H7"DI751*#0I4*@T*6RA);G9E<W1M96YT M<R!I;B!E<75I='D@;65T:&]D(&EN=F5S=&5E<RDM,S,T-2XS*#\$U-BXP*2TSM,CDX+C,H-SDN-"DM,S8P-RXX*#(S-2XT*2TQ,#\$P."XU*#(S-2XT*5U42@T*M5"H-"ELH3W1H97(@:61E;G1I9FEA8FQE(&%S<V5T<RDM.30U-BXW*#0V."XSM*2TT,CDX+COH+C@I+3,V,#<N-B@T-CDN,2DM-#`X-"XQ*#\$Y+C,I+30R-SONM-2@T.#@N-"E=5\$H-"D54#0HP+C4@1PT*,C@R+CDS(#0W,"XW,R!M#0HR-C`NM,S<@-#<P+C<S(&P-"C(V,"XS-R`T-S`N-S,@;OT*,C8P+C,W(#0W,"XR-2!L#M#0I3#0HP(\$<-"C(V,"XS-R`T-S`N,C4@;OT*,C@R+CDS(#0W,"XR-2!L#0HRM.#(N.3,@-#<P+C(U(&T-"C(X,BXY,R`T-S`N-S,@;`T*4PT*,"XU(\$<-"C,S,M,RXX,2`T-S`N-S,@;OT*,S\$R+CDS(#0W,"XW,R!L#0HS,3(N.3,@-#<P+C<SM(&T-"C,Q,BXY,R`T-S`N,C4@;`T*4PT*,"!`#0HS,3(N.3,@-#<P+C(U(&T-"M"C,S,RXX,2`T-S`N,C4@;`T*,S,S+C@Q(#0W,"XR-2!M#0HS,S,N.#\$@-#<P+M+C<S(&P-"E,-"C`N-2!'#0HS.3(N.#4@-#<P+C<S(&T-"C,W,"XR.2`T-S`N-M-S,@;`T*,S<P+C(Y(#0W,"XW,R!M#0HS-S`N,CD@-#<P+C(U(&P-"E,-"C`@M1PT*,S<P+C(Y(#0W,"XR-2!M#0HS.3(N.#4@-#<P+C(U(&P-"C,Y,BXX-2`T-M-S`N,C4@;OT*,SDR+C@U(#0W,"XW,R!L#0I3#0HP+C4@1PT*-#4Q+C8U(#0WM,"XW,R!M#0HT,S`N-S<@-#<P+C<S(&P-"COS,"XW-R`T-S`N-S,@;OT*-,P M+C<W(#0W,"XR-2!L#0I3#0HP(\$<-"COS,"XW-R`T-S`N,C4@;OT*-,#4Q+C8UM(#0W,"XR-2!L#0HT-3\$N-C4@-#<P+C(U(&T-"COU,2XV-2`T-S`N-S,@;`T*M4PT*,"XU(\$<-"C4Q-RXT,2`T-S`N-S,@;OT*-,#DT+C@U(#0W,"XW,R!L#0HTM.30N.#4@-#<P+C<S(&T-"C0Y-"XX-2`T-S`N,C4@;`T*4PT*,"!`#0HT.30NM.#4@-#<P+C(U(&T-"C4Q-RXT,2`T-S`N,C4@;`T*-3\$W+COQ(#0W,"XR-2!M#0HU,3<N-#\$@-#<P+C<S(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`WM-"XQ,R`T-3DN,C\$@5&T-"ELH5&]T86P@87-S971S*2TQ,S<X-"XS*#8R-"XSM*2TS,CDX+C,H.#`N,BDM,S8P-RXX*#<P-"XU*2TT,#@T+C\$H,3DN,RDM-#(WM-"XU*#<R,RXX*5U42@T*150-"C`N-2!'#0HR.#(N.3,@-#4U+C,W(&T-"C(VM,"XS-R`T-34N,S<@;`T*,C8P+C,W(#0U-2XS-R!M#0HR-C`N,S<@-#4T+C\$W M(&P-"E,-"C`@1PT*,C8P+C,W(#0U-"XQ-R!M#0HR.#(N.3,@-#4T+C\$W(&P-"M"C(X,BXY,R`T-30N,3<@;OT*,C@R+CDS(#0U-2XS-R!L#0I3#0HP+C4@1PT*M,S,S+C@Q(#0U-2XS-R!M#0HS,3(N.3,@-#4U+C,W(&P-"C,Q,BXY,R`T-34NM,S<@;OT*,S\$R+CDS(#0U-"XQ-R!L#0I3#0HP(\$<-"C,Q,BXY,R`T-30N,3<@M;OT*,S,S+C@Q(#0U-"XQ-R!L#0HS,S,N.#\$@-#4T+C\$W(&T-"C,S,RXX,2`TM-34N,S<@;`T*4PT*,"XU(\$<-"C,Y,BXX-2`T-34N,S<@;OT*,S<P+C(Y(#0UM-2XS-R!L#0HS-S`N,CD@-#4U+C,W(&T-"C,W,"XR.2`T-30N,3<@;`T*4PT*M,"!`#0HS-S`N,CD@-#4T+C\$W(&T-"C,Y,BXX-2`T-30N,3<@;`T*,SDR+C@UM(#0U-"XQ-R!M#0HS.3(N.#4@-#4U+C,W(&P-"E,-"C`N-2!'#0HT-3\$N-C4@M-#4U+C,W(&T-"COS,"XW-R`T-34N,S<@;`T*-,P+C<W(#0U-2XS-R!M#0HTM,S`N-S<@-#4T+C\$W(&P-"E,-"C`@1PT*-,P+C<W(#0U-"XQ-R!M#0HT-3\$NM-C4@-#4T+C\$W(&P-"COU,2XV-2`T-30N,3<@;OT*-,#4Q+C8U(#0U-2XS-R!L#M#0I3#0HP+C4@1PT*-3\$W+COQ(#0U-2XS-R!M#0HT.30N.#4@-#4U+C,W(&P-"M"C0Y-"XX-2`T-34N,S<@;OT*-,#DT+C@U(#0U-"XQ-R!L#0I3#0HP(\$<-"C0YM-"XX-2`T-30N,3<@;OT*-3\$W+COQ(#0U-"XQ-R!L#0HU,3<N-#\$@-#4T+C\$WM(&T-"C4Q-RXT,2`T-34N,S<@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y M(#8W+C8U(#0T,RXQ,R!4;OT*6RA0<F]P97)T>2!E>!E;F1I='5R97<-&#)<

M*2DM.38U,2XX*#,Q+C<I+3,R.3@N,B@Q-BXW*2TT,3`W+C@H-#@N-"DM,3`V
M,#@N-"@T."XT*5U42@T*+T8T(#\$@5&8-"C\$R(#`@,"`Q,B`V-RXV-2`T,S`N
M,3<@5&T-"B@*51J#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N
M-C4@-#S\$V+C<S(%1M#0HH,3DY-RE4:@T*+T8R(#\$@5&8-"C`@+3\$N,C8R(%1\$
M#0I;*\$-A;&5S(&%N9"!S97)V:6-E<R!T;R!E>'!E<FYA;"!C=7-T;VUE<G,I
M+3(U-#(N,B@D,S@Q+CDI+3(T-C@N.2@D*2TU,3DQ*#OS.#\$N.2DM,S(U,"XW
M*"OI+3@S,RXU*#DN-2DM,S<W-"XT*"OS.3\$N-"E=5\$H-"C`@+3\$N,C\$T-"!4
M1`T*6RA2;WEA;'1I97,@86YD(&UA;F%G96UE;G@9F5E<UPH,5PI*2TU-S8T
M+C\$H-#<N-"DM.3\$U-2XY*#0W+C0I+34P.#0N,2@N,2DM-#<W-"XT*#0W+C4I
M751*#OI%5`T*,"XU(\$<-"C(X,BXY,R`S.#<N.3,@;OT*,C8P+C,W(#,X-RXY
M,R!L#0HR-C`N,S<@,S@W+CDS(&T-"C(V,"XS-R`S.#<N-#4@;`T*4PT*,"!`
M#0HR-C`N,S<@,S@W+C0U(&T-"C(X,BXY,R`S.#<N-#4@;`T*,C@R+CDS(#,X
M-RXT-2!M#0HR.#(N.3,@,S@W+CDS(&P-"E,-"C`N-2!`#0HS,S,N.#\$@,S@W
M+CDS(&T-"C,Q,BXY,R`S.#<N.3,@;`T*,S\$R+CDS(#,X-RXY,R!M#0HS,3(N
M.3,@,S@W+C0U(&P-"E,-"C`@1PT*,S\$R+CDS(#,X-RXT-2!M#0HS,S,N.#\$@
M,S@W+C0U(&P-"C,S,RXX,2`S.#<N-#4@;OT*,S,S+C@Q(#,X-RXY,R!L#0I3
M#0HP+C4@1PT*,SDR+C@U(#,X-RXY,R!M#0HS-S`N,CD@,S@W+CDS(&P-"C,W
M,"XR.2`S.#<N.3,@;OT*,S<P+C(Y(#,X-RXT-2!L#0I3#0HP(\$<-"C,W,"XR
M.2`S.#<N-#4@;OT*,SDR+C@U(#,X-RXT-2!L#0HS.3(N.#4@,S@W+C0U(&T-
M"C,Y,BXX-2`S.#<N.3,@;`T*4PT*,"XU(\$<-"C@U,2XV-2`S.#<N.3,@;OT*
M-#,P+C<W(#,X-RXY,R!L#0HT,S`N-S<@,S@W+CDS(&T-"COS,"XW-R`S.#<N
M-#4@;`T*4PT*,"!`#0HT,S`N-S<@,S@W+C0U(&T-"COU,2XV-2`S.#<N-#4@
M;`T*#4Q+C8U(#,X-RXT-2!M#0HT-3\$N-C4@,S@W+CDS(&P-"E,-"C`N-2!`
M#0HU,3<N-#\$@,S@W+CDS(&T-"C0Y-"XX-2`S.#<N.3,@;`T*#DT+C@U(#,X
M-RXY,R!M#0HT.30N.#4@,S@W+C0U(&P-"E,-"C`@1PT*#DT+C@U(#,X-RXT
M-2!M#0HU,3<N-#\$@,S@W+C0U(&P-"C4Q-RXT,2`S.#<N-#4@;OT*-3\$W+C0Q
M(#,X-RXY,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-S0N,3,@,S<V
M+C0Q(%1M#0I;*\$1O=&%L(&]P97)A=&EN9R!R979E;G5E<RDM.#4S-BXX*#0R
M.2XS*2TX-C4V*#0R.2XS*2TT-3@T+C\$H.2XV*2TT,C<T+C0H-#,X+CDI751*
M#OI%5`T*,"XU(\$<-"C(X,BXY,R`S-S(N-3<@;OT*,C8P+C,W(#,W,BXU-R!L
M#0HR-C`N,S<@,S<R+C4W(&T-"C(V,"XS-R`S-S\$N,S<@;`T*4PT*,"!`#0HR
M-C`N,S<@,S<Q+C,W(&T-"C(X,BXY,R`S-S\$N,S<@;`T*,C@R+CDS(#,W,2XS
M-R!M#0HR.#(N.3,@,S<R+C4W(&P-"E,-"C`N-2!`#0HS,S,N.#\$@,S<R+C4W
M(&T-"C,Q,BXY,R`S-S(N-3<@;`T*,S\$R+CDS(#,W,BXU-R!M#0HS,3(N.3,@
M,S<Q+C,W(&P-"E,-"C`@1PT*,S\$R+CDS(#,W,2XS-R!M#0HS,S,N.#\$@,S<Q
M+C,W(&P-"C,S,RXX,2`S-S\$N,S<@;OT*,S,S+C@Q(#,W,BXU-R!L#0I3#0HP
M+C4@1PT*,SDR+C@U(#,W,BXU-R!M#0HS-S`N,CD@,S<R+C4W(&P-"C,W,"XR
M.2`S-S(N-3<@;OT*,S<P+C(Y(#,W,2XS-R!L#0I3#0HP(\$<-"C,W,"XR.2`S
M-S\$N,S<@;OT*,SDR+C@U(#,W,2XS-R!L#0HS.3(N.#4@,S<Q+C,W(&T-"C,Y
M,BXX-2`S-S(N-3<@;`T*4PT*,"XU(\$<-"C@U,2XV-2`S-S(N-3<@;OT*-#,P
M+C<W(#,W,BXU-R!L#0HT,S`N-S<@,S<R+C4W(&T-"COS,"XW-R`S-S\$N,S<@
M;`T*4PT*,"!`#0HT,S`N-S<@,S<Q+C,W(&T-"COU,2XV-2`S-S\$N,S<@;`T*
M-#4Q+C8U(#,W,2XS-R!M#0HT-3\$N-C4@,S<R+C4W(&P-"E,-"C`N-2!`#0HU
M,3<N-#\$@,S<R+C4W(&T-"C0Y-"XX-2`S-S(N-3<@;`T*#DT+C@U(#,W,BXU
M-R!M#0HT.30N.#4@,S<Q+C,W(&P-"E,-"C`@1PT*#DT+C@U(#,W,2XS-R!M
M#0HU,3<N-#\$@,S<Q+C,W(&P-"C4Q-RXT,2`S-S\$N,S<@;OT*-3\$W+C0Q(#,W
M,BXU-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N-C4@,S8P+C,S
M(%1M#0I;*\$EN8V]M92!<*&QO<W-<*2!B9690<F4@=&%X97,I+3DP-#\$.N."@W
M.2XU*2TS-#8T+CDH7"@S+C@I+3\$R+C4H7"DI+3,W-C(N-B@W-2XW*2TT,C4P
M+C<H7"@S+C\$1+3\$R+C4H7"DI+30T,CDN-"@W,BXV*5U42@T*5`H-"ELH1&5P
M<F5C:6%T:6]N(&%N9"!A;6]R=&EZ871I;VY<*#)<*2DM-C(Y,BXQ*#\$X+CDI
M+3DQ-34N.2@Q."XY*2TQ,#8P."XT*#\$X+CDI751*#0I4*#T*6RA%<75I='D@
M:6YC;VUE(%PH;&]S<UPT*2TQ-C4P,RXT*%PH,2XU*2TQ,BXU*%PI*2TS.3(Y
M+C,H7"@Q+C4I+3\$R+C4H7"DI+30W,S@N.2@N*3`H,2DM-#DT,2A<*#\$\$N-"DM
M,3(N-2A<*2E=5\$H-"E0J#0I;*\$EN=F5S=&UE;G1S(&EN(&5Q=6ET>2!M971H
M;V0@:6YV97-T965S*2TS,SOU+C,H,38P+C@I+3,R.3@N,R@U-RXU*2TS-C`W
M+C@H,C\$X+C,I+3\$P,3`X+C4H,C\$X+C,I751*#0I4*#T*6RA/=&AE<B!I9&5N
M=&EF:6%B;4@87-S971S*2TY-#4V+C<H-#4X+C`I+30R.3@N-"@N-2DM,S8P
M-RXV*#0U."XU*2TT,@T+C\$H,3<N-2DM-#(W-"XU*#0W-BXP*5U42@T*150-
M"C`N-2!`#0HR.#(N.3,@,S`W+C4S(&T-"C(V,"XS-R`S.#<N-3,@;`T*,C8P
M+C,W(#,P-RXU,R!M#0HR-C`N,S<@,S`W+C`U(&P-"E,-"C`@1PT*,C8P+C,W
M(#,P-RXP-2!M#0HR.#(N.3,@,S`W+C`U(&P-"C(X,BXY,R`S.#<N,#4@;OT*
M,C@R+CDS(#,P-RXU,R!L#0I3#0HP+C4@1PT*,S,S+C@Q(#,P-RXU,R!M#0HS
M,3(N.3,@,S`W+C4S(&P-"C,Q,BXY,R`S.#<N-3,@;OT*,S\$R+CDS(#,P-RXP
M-2!L#0I3#0HP(\$<-"C,Q,BXY,R`S.#<N,#4@;OT*,S,S+C@Q(#,P-RXP-2!L
M#0HS,S,N.#\$@,S`W+C`U(&T-"C,S,RXX,2`S.#<N-3,@;`T*4PT*,"XU(\$<-
M"C,Y,BXX-2`S.#<N-3,@;OT*,S<P+C(Y(#,P-RXU,R!L#0HS-S`N,CD@,S`W
M+C4S(&T-"C,W,"XR.2`S.#<N,#4@;`T*4PT*,"!`#0HS-S`N,CD@,S`W+C`U
M(&T-"C,Y,BXX-2`S.#<N,#4@;`T*,SDR+C@U(#,P-RXP-2!M#0HS.3(N.#4@
M,S`W+C4S(&P-"E,-"C`N-2!`#0HT-3\$N-C4@,S`W+C4S(&T-"COS,"XW-R`S
M,#<N-3,@;`T*#-#,P+C<W(#,P-RXU,R!M#0HT,S`N-S<@,S`W+C`U(&P-"E,-
M"C`@1PT*#-#,P+C<W(#,P-RXP-2!M#0HT-3\$N-C4@,S`W+C`U(&P-"COU,2XV
M-2`S.#<N,#4@;OT*#-#4Q+C8U(#,P-RXU,R!L#0I3#0HP+C4@1PT*-3\$W+C0Q
M(#,P-RXU,R!M#0HT.30N.#4@,S`W+C4S(&P-"C0Y-"XX-2`S.#<N-3,@;OT*
M-#DT+C@U(#,P-RXP-2!L#0I3#0HP(\$<-"C0Y-"XX-2`S.#<N,#4@;OT*-3\$W
M+C0Q(#,P-RXP-2!L#0HU,3<N-#\$@,S`W+C`U(&T-"C4Q-RXT,2`S.#<N-3,@
M;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#<T+C\$S(#(Y-BXP,2!4;OT*
M6RA4;W1A;"!A<W-E='I,1+3\$S-S@T+C,H-C\$X+C@I+3,R.3@N,R@U."XP*2TS
M-C`W+C@H-C<V+C@I+30P.#0N,2@Q-RXU*2TT,C<T+C4H-CDT+C,I751*#0I%
M5`T*,"XU(\$<-"C(X,BXY,R`R.3(N,3<@;OT*,C8P+C,W(#(Y,BXQ-R!L#0HR
M-C`N,S<@,CDR+C\$W(&T-"C(V,"XS-R`R.3`N.3<@;`T*4PT*,"!`#0HR-C`N
M,S<@,CDP+CDW(&T-"C(X,BXY,R`R.3`N.3<@;`T*,C@R+CDS(#(Y,"XY-R!M
M#0HR.#(N.3,@,CDR+C\$W(&P-"E,-"C`N-2!`#0HS,S,N.#\$@,CDR+C\$W(&T-
M"C,Q,BXY,R`R.3(N,3<@;`T*,S\$R+CDS(#(Y,BXQ-R!M#0HS,3(N.3,@,CDP
M+C@W(&P-"E,-"C`@1PT*,S\$R+CDS(#(Y,"XY-R!M#0HS,S,N.#\$@,CDP+CDW

M(&P-"C,S,RXX,2`R.3`N.3<@;0T*,S,S+C@Q(#(Y,BXQ-R!L#0I3#0HP+C4@M1PT*,SDR+C@U(#(Y,BXQ-R!M#0HS-S`N,CD@,CDR+C\$W(&P-"C,W,"XR.2`R.M.3(N,3<@;0T*,S<P+C(Y(#(Y,"XY-R!L#0I3#0HP(\$<-"C,W,"XR.2`R.3`N.M.3<@;0T*,SDR+C@U(#(Y,"XY-R!L#0HS.3(N.#4@,CDP+CDW(&T-"C,Y,BXXM-2`R.3(N,3<@;`T*4PT*,`XU(\$<-"C@U,2XV-2`R.3(N,3<@;0T*`-#,P+C<W M(#(Y,BXQ-R!L#0HT,S`N-S<@,CDR+C\$W(&T-"COS,"XR-R`R.3`N.3<@;`T*M4PT*,`!`#0HT,S`N-S<@,CDP+CDW(&T-"COU,2XV-2`R.3`N.3<@;`T*`-#4QM+C8U(#(Y,"XY-R!M#0HT-3\$N-C4@,CDR+C\$W(&P-"E,-"C`N-2!`#0HU,3<N M-#S@,CDR+C\$W(&T-"COY-"XX-2`R.3(N,3<@;`T*`-#DT+C@U(#(Y,BXQ-R!M#0HT.3ON.#4@,CDP+CDW(&P-"E,-"C`@1PT*`-#DT+C@U(#(Y,"XY-R!M#0HUM,3<N-#S@,CDP+CDW(&P-"C4Q-RXT,2`R.3`N.3<@;0T*`-3\$W+C@Q(#(Y,BXQM-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N-C4@,C<Y+CDS(%1MM#0I;`%R;W!E<GLY(&5X<&5N9&ET=7)E<UPH,EPI*2TY-C4Q+C@H,3DN-BDM M,S(Y."XR*#,U+C@I+3@Q,#<N."@U-2XT*2TQ,#8P."XT*#4U+C@I751*#0HOM1C@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#(U,BXX,2!4;0T**%PH,5PI("`@M(\$EN8VQU9&5S(')E=F5N=64@9G)0;2!T: &4@0V]M<&%N>2=S('H87)E(&]F M('9E;G1U<F5S)R!P<F5]D=6-T:6]N('1H870@:7,@<F5C;V=N:7IE9"!W:&5N M('1H92!P<F]D=6-T(&ES("E4:@T*,"M,2XQ,B!41`T**`-O;&ON("E4:@T* M,"M,BXS(%1\$#0HH7"@R7"D@("`@26YC;'5D97,@0V]M<&%N>2=S('H87)E M(&]F(&%S<V]C:6%T960@8V]M<&%N:65S+B`I5&H-"C(R+C@X("TR+C,@5\$0-M#B@T-B`I5&H-"D54#0IE;F1S=')E86T-"F5N9&]B:@T*,C<@,"!08FH-"CP\M#0HO4')O@U-E="!;+U!\$1B`O5&5X="!="#OHO1F]N="`\/`T*+T8R(#0@,"!2M#OHO1C,@-2`P(%(-"B]@&-"`V(#`@4@T*+T8U(#\$X(#`@4@T*/CX-"B]@>`1`M4W1A=64@/#P-"B)`4S\$@-R`P(%("CX^#OH^/@T*96YD;V]J#0HR.2`P(&]B M:@T*/#P-"B],96YG=&@-3DY,PT*/CX-"G-T<F5A;0T*0E0-"B]@&B`Q(%1FM#0HQ,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M#0HP(&-"B)`4S\$@9W,-"C`@M5&,-"C`@5`<-"B@@"("`@("`@("`@("`@("`@("I5&H-"B]@&R`Q(%1F#0HP M("TR+C,V(%1\$#0HH3F]T97,@=&\@0V]N<V]L:61A=&5D(\$9I;F%N8VEA;"!3M=&%T96UE;G1S*51J#0HO1C(@,2!49@T*,"M,2XQ-B!41`T**\$-L979E;&%N M9"U#;&EFG,@26YC(&%N9"!#;VYS;VQI9&%T960@4W5B<VED:6R:65S("E4M:@T*,"M,BXS(%1\$#0HH26YC;'5D960@:6X@=&AE(&-O;G-O;&ED871E9"!FM:6YA;F-I86P@<W1A=&5M96YT<R!A<F4@=&AE(&9O;&QO=VEN9R!A;6]U;G1SM(')E;&%T:6YG('!O(&=E;V=R87!H:6,@;&]C871I;VYS.B`I5&H-"C`@+3\$N M,3(@5\$0-"C\$N-CD@5&,-"ELH("I+3\$Y-C@P*"@("DT,"@@"@*30P*"`I M+3(P*"`I+3(P*"`I+3(P*"`I-#`H("E=5\$H-"C\$P+C`W.2`P(#`@,3`N,#<Y M(#0S,BXY,R`X-C8N,#\$@5&T-"C`@5&,-"BA<*\$EN(\$UI;&QI;VYS7"DI5&H-M"D54#0HP+C4@1PT*,"!*(#`@:B`P+C(T('<@,3`@32!;73`@9`T*,2!I("T M-3@V+C4S(@@V,BXQ-R!M#0HS,S\$N,3<@.#8R+C\$W(&P-"C,S,2XQ-R`X-C(N M,3<@;0T*,S,Q+C\$W(@@V,2XV.2!L#0I3#0HP(\$<-"C,S,2XQ-R`X-C\$N-CD@M;0T*`-3@V+C4S(@@V,2XV.2!L#0HU.#8N-3,@.#8Q+C8Y(&T-"C4X-BXU,R`X M-C(N,3<@;`T*4PT*0E0-"B]@&R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S M-34N-C4@.#0Y+CDS(%1M#0HH,3DY.2E4:@T*+T8R(#\$@5&8-"CDN,C\$U,B`M M,"XP-#<V(%1\$#0I;*\$Y.3@I+3<R,SDN,2@Q.3DW*5U42@T*150-"C`N-2!`M#0HT,#`N,CD@.#0U+C8Q(&T-"C,S,2XQ-R`X-#4N-CS@;`T*,S,Q+C\$W(#@T M-2XV,2!M#0HS,S\$N,3<@.#0U+C\$S(&P-"E,-"C`@1PT*,S,Q+C\$W(#@T-2XQM,R!M#0HT,#`N,CD@.#0U+C\$S(&P-"C@P,"XR.2`X-#4N,3,@;0T*`-#`P+C(Y M(#@T-2XV,2!L#0I3#0HP+C4@1PT*`-#DS+C\$W(#@T-2XV,2!M#0HT,C,N.#S@M.#0U+C8Q(&P-"COR,RXX,2`X-#4N-CS@;0T*`-#(S+C@Q(#@T-2XQ,R!L#0I3M#0HP(\$<-"COR,RXX,2`X-#4N,3,@;0T*`-#DS+C\$W(#@T-2XQ,R!L#0HT.3,N M,3<@.#0U+C\$S(&T-"COY,RXQ-R`X-#4N-CS@;`T*4PT*,"XU(\$<-"C4X-BXUM,R`X-#4N-CS@;0T*`-3\$V+CDS(#@T-2XV,2!L#0HU,38N.3,@.#0U+C8Q(&T-M"C4Q-BXY,R`X-#4N,3,@;`T*4PT*,"!`#0HU,38N.3,@.#0U+C\$S(&T-"C4XM-BXU,R`X-#4N,3,@;`T*`-3@V+C4S(#@T-2XQ,R!M#0HU.#8N-3,@.#0U+C8QM(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`R-2XV-2`X,SON,#D@5&T-M"BA2979E;G5E*51J#0I%5`T*,C4N-C4@.#,S+C\$S(&T-"C8Q+C\$W(#@S,RXQM,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C\$N,3<@.#,T+C`Y(%1MM#0HH7"@Q7"DI5&H-"BTQ+C(Q-#0@+3\$N,S,S-2!41`T**%5N:71E9"!3=&T M97,I5&H-"B]@&R`Q(%1F#0HR.2XX,3(T(#`N,#0W-B!41`T**%0S,3`N-2E4M:@T*+T8R(#\$@5&8-"CDN,3DQ-"`M,"XP-#<V(%1\$#0I;*\$O`T-#0N,RDM-C4QM,BXY*0S.#,N,BE=5\$H-"BTS.2XP,#,W("TQ+C,S,S4@5\$0-"BA#86YA9&\$I M5&H-"B]@&R`Q(%1F#0HS,"XX,3(U(#`N,#0W-B!41`T**#,V+C4I5&H-"B]@&M,B`Q(%1F#0HY+C\$Y,30@+3`N,#0W-B!41`T*6R@T,BXQ*2TW-3\$R+CDH,S@NM.2E=5\$H-"BTT,"XP,#,X("TQ+C,S,S4@5\$0-"BA/=AE<B!#;W5N=')I97,I M5&H-"B]@&R`Q(%1F#0HS,2XS,3(U(#`N,#0W-B!41`T**#<N,BE4:@T*+T8RM(#\$@5&8-"CDN,3DQ-"`M,"XP-#<V(%1\$#0I;*\$<N-"DM-S4Q,BXX*\$V+C@I M751*#0I%5`T*,"XU(\$<-"C,W-RXP,2`W.#DN.3,@;0T*,S4T+C@U(#<X.2XY M,R!L#0HS-30N-#4@-S@Y+CDS(&T-"C,U-"XT-2`W.#DN-#4@;`T*4PT*,"!`M#0HS-30N-#4@-S@Y+C@U(&T-"C,W-RXP,2`W.#DN-#4@;`T*,S<W+C`Q(#<X M.2XT-2!M#0HS-S<N,#\$@-S@Y+CDS(&P-"E,-"C`N-2!`#0HT-CDN-C4@-S@Y M+CDS(&T-"COT-RXP.2`W.#DN.3,@;`T*`-#0W+C`Y(#<X.2XY,R!M#0HT-#<N M,#D@-S@Y+C@U(&P-"E,-"C`@1PT*`-#0W+C`Y(#<X.2XT-2!M#0HT-CDN-C4@M-S@Y+C@U(&P-"COV.2XV-2`W.#DN-#4@;0T*`-#8Y+C8U(#<X.2XY,R!L#0I3M#0HP+C4@1PT*`-38S+C`Q(#<X.2XY,R!M#0HU-#`N-#4@-S@Y+CDS(&P-"C4T M,"XT-2`W.#DN.3,@;0T*`-30P+C@U(#<X.2XT-2!L#0I3#0HP(\$<-"C4T,"XT M-2`W.#DN-#4@;0T*`-38S+C`Q(#<X.2XT-2!L#0HU-C,N,#\$@-S@Y+C@U(&T-M"C4V,RXP,2`W.#DN.3,@;`T*4PT*0E0-"B]@&R`Q(%1F#0HQ,"XP-SD@,"`P M(#\$P+C`W.2`S-#DN-#S@-S<W+C8Y(%1M#0HH)#,U-"XR*51J#0HO1C(@,2!4 M9@T*.2XQ.3\$T("TP+C`T-S8@5\$0-"ELH)#0Y,RXX*2TV-3\$R+CDH)#0S."XY M*5U42@T*150-"C`N-2!G#0HS-30N-#4@-S<S+C,W(#(R+C4V("TR+C@X(')E M#0IF#0HT-#<N,#D@-S<S+C,W(#(R+C4V("TR+C@X(')E#0IF#0HU-#`N-#4@M-S<S+C,W(#(R+C4V("TR+C@X(')E#0IF#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP M-SD@,C4N-C4@-S4Y+C@U(%1M#0HP(&C<-"BA;VYG+4QI=F5D(\$%S<V5T<RE4 M:@T*150-"C(U+C8U(#<U."XT.2!M#0HQ,#(N.3,@-S4X+C@Y(&P-"E,-"D)4 M#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q,#(N.3,@-S4Y+C@U(%1M#0HH7"@R7"DI M5&H-"BTU+C,U-S<@+3\$N,S,S-2!41`T**%5N:71E9"!3=&T97,I5&H-"B]@&

M,R`Q(%1F#0HR.2XX,3(T(#`N,#0W-B!41`T**"OR.34N.2E4:@T*+T8R(#\$Q
M5&8-"CDN,3DQ-"M,"XP-#<V(%1\$#0I;*"OR.3@N,2DM-C4Q,BXY*"OR.#8N
M,"E=5\$H-"BTS.2XP,#,W("TQ+C,S,S4@5\$0-"BA#86YA9&\$I5&H-"B] &,R`Q
M(%1F#0HS,"XX,3(U(#`N,#0W-B!41`T**\$#V+C`I5&H-"B] &,B`Q(%1F#0HY
M+C\$Y,3@+3`N,#0W-B!41`T*6R@Q-BXX*2TW-3\$R+CDH,3<N."E=5\$H-"BT
M,"XP,#,X("TQ+C,S,S4@5\$0-"BA4<FEN:61A9"!A;F0@5&]B86=O*51J#0HO
M1C,@,2!49@T*,S`N.#\$R-2`P+C`T-S8@5\$0-"B@W-BXX*51J#0HO1C(@,2!4
M9@T*.2XQ.3\$T("TP+C`T-S8@5\$0-"ELH-C4N-BDM-S4Q,BXY*#0X+CDI751*
M#0I%5`T*,"XU(\$-<C,W-RXP,2`W,34N,CD@;0T*,S4T+COU(#<Q-2XR.2!L
M#OHS-30N-#4@-SSU+C(Y(&T-"C,U-"XT-2`W,30N.#\$@;`T*4PT*,"!`#0HS
M-30N-#4@-S\$T+C@Q(&T-"C,W-RXP,2`W,30N.#\$@;`T*,S<W+C`Q(#<Q-"XX
M,2!M#OHS-S<N,#\$@-SSU+C(Y(&P-"E,-"C`N-2!`#0HT-CDN-C4@-SSU+C(Y
M(&T-"COT-RXP.2`W,34N,CD@;`T*-*#0W+C`Y(#<Q-2XR.2!M#0HT-#<N,#D@
M-S\$T+C@Q(&P-"E,-"C`@1PT*-*#0W+C`Y(#<Q-"XX,2!M#0HT-CDN-C4@-S\$T
M+C@Q(&P-"COV.2XV-2`W,30N.#\$@;0T*-*#8Y+C8U(#<Q-2XR.2!L#0I3#0HP
M+C4@1PT*-38S+C`Q(#<Q-2XR.2!M#0HU-#`N-#4@-SSU+C(Y(&P-"C4T,"XT
M-2`W,34N,CD@;0T*-30P+C0U(#<Q-"XX,2!L#0I3#0HP(\$-<"C4T,"XT-2`W
M,30N.#\$@;0T*-38S+C`Q(#<Q-"XX,2!L#0HU-C,N,#\$@-S\$T+C@Q("C4V
M,RXP,2`W,34N,CD@;`T*4PT*0E0-"B] &,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P
M+C`W.2`S-#DN-#S@-S`S+C`U(%1M#0HH)#,X."XW*51J#0HO1C(@,2!49@T*
M.2XQ.3\$T("TP+C`T-S8@5\$0-"ELH)#,X,"XU*2TV-3\$R+CDH)#,U,BXW*5U4
M2@T*150-"C`N-2!G#0HS-30N-#4@-CDX+C<S(#(R+C4V("TR+C@X(')E#0IF
M#OHT-#<N,#D@-CDX+C<S(#(R+C4V("TR+C@X(')E#0IF#0HU-#`N-#4@-CDX
M+C<S(#(R+C4V("TR+C@X(')E#0IF#0HR-2XV-2`V-S@N,#D@-34N.3(@+3\$N
M,B!R90T*9@T*0E0-"C\$R(#`@,"`Q,B`R-2XV-2`V-CON,3<@5&T-"C`@9PT*
M6RA<#*#2DM,3,N.2@*2TW.3`H4F5V96YU92!I<R!A='1R:6)U=&5D('1O
M(&-O=6YT<FEE<R!B87-E9"!O;B!T: &4@; &]C871I;VX@;V8@=&AE(&-U<W1O
M;65R+BE=5\$H-"C`@+3\$N,B!41`T*6RA<#*)<*2DM,3,N.2@*5U42@T*+T8T
M(#\$@5&8-"C(N,C(@,"!41`T**\$YE="!P<F]P97)T:65S(&EN8VQU9&4@0V]M
M<&%N>5PR,C)S('H87)E(&]F(&%S<V]C:6%T960@8V]M<&%N:65S+BE4@:@T*
M+T8U(#\$@5&8-"BTR+C("TR+C,V(%1\$#0HH3F]T92`T(%PR,C<@16YV:7)O
M;FUE;G1A;"/1/8FQI9V%T:6]N*51J#0HO1C(@,2!49@T*,"`M,BXS-"!41`T*
M*\$%T(\$1E8V5M8F5R(#,Q+`Q.3DY+"!T:&4@0V]M<&%N>2!H860@86X@96YV
M:7)O;FUE;G1A;"/R97-E<G9E+"!I;F-L=61I;F<@:71S('H87)E(&]F('9E
M;G1U<F5S+"!O9B`D,C`N-B!M:6QL:6]N("E4:@T*,"`M,2XQ,B!41`T**%PH
M)#(Q+C4@;6EL;&EO;B!A="!\$96-E;6)E<B`S,2P@,3DY.%PI+"!O9B!W:&EC
M:"`D,RXS(&UI;&QI;VX@=V%S(&-L87-S:69I960@87,@8W5R<F5N="X@4&%Y
M;65N=",@:6X@,3DY.2!W97)E("&%R960@8GD@;W5T<VED92!C;VYS=6QT86Y<R!E;F=A
M:6QL:6]N(%PH,3DY."!<C(W("0N.2!M:6QL:6]N(&%N9)`Q.3DW("T@)#(N
M-"!M:6QL:6]N7`DN(%1H92!R97-E<G9E(&EN8VQU9&5S('1H92!#;VUP86YY
M7#(R,G,@;V)L:6=A=&EO;G,@<F5L871E9"!T;R`I5&H-"EOJ#0HH1F5D97)A
M;"!A;F0@4W1A=&4@4W5P97)F=6YD(&%N9"!#;&5A;B!7871E<B!8W0@<VET
M97,@=VAE<F4@=&AE(\$-O;7!A;GD@:7,@;F%M960@87,@82!P;W1E;G1I86QL
M>2!R97-P;VYS:6)L92`I5&H-"E0J#0HH<&%R='DL(&EN8VQU9&EN9R!#;&EF
M9G,M1&]W(&%N9"!+:7!L:6YG('I=&5S(&EN(\$UI8VAI9V%N(&%N9"!T:&4@
M4FEO(%1I;G1O('I=&4@:6X@3F5V861A+"!A;&P@;V8@=VAI8V@<VET97,@
M87)E("E4:@T*5"H-"BAI;F1E<&5N9&5N="!O9B!T:&4@0V]M<&%N>5PR,C)S
M(&ER;VX@;6EN:6YG(&]P97)A=&EO;G,N(%)E<V5R=F5S(&%R92!B87-E9"!O
M;B!#;VUP86YY(&5S=&EM871E<R!A;F0@96YG:6YE97)I;F<@*51J#0I4*@T*
M*`-T=61I97,<@')E<&%R960@8GD@;W5T<VED92!C;VYS=6QT86Y<R!E;F=A
M9V5D(&)Y('1H92!P;W1E;G1I86QL>2!R97-P;VYS:6)L92!P87)T:65S+B!4
M: &4@0V]M<&%N>2!C;VYT:6YU97,@=&\@*51J#0I4*@T**&5V86QU871E('1H
M92!R96-O;6UE;F1A=&EO;G,@;V8@=&AE('T=61I97,@86YD(&]T:&5R(&UE
M86YS(&9O<B!S:71E(&-L96%N+75P+B!3:6=N:69I8V%N="!S:71E(&-L96%N
M+75P(&%C=&EV:71I97,@*51J#0I4*@T**&AA=F4@=&%K96X@<&QA8V4@870@
M4FEO(%1I;G1O(&%N9"!#;&EF9G,M1&]W+B!;!;-O(&EN8VQU9&5D(&EN('1H
M92!R97-E<G9E(&%R92!W: &]L;`DM;W=N960@86-T:79E(&%N9"!C;&]S960@
M*51J#0I4*@T**&UI;FEN9R!O<&5R871I;VYS+"!A;F0@;W1H97(<VET97,L
M(&EN8VQU9&EN9R!F;W)M97(@;W!E<F%T:6]N<RP@9F]R('=H:6-H(')E<V5R
M=F5S(&%R92!B87-E9"!O;B!T:&4@0V]M<&%N>5PR,C)S("E4:@T*5"H-"BAE
M<W1I;6%T960@8V]S="!O9B!I;G9E<W1I9V%T:6]N(&%N9"!R96UE9&EA=&EO
M;BX@*51J#0HO1C4@,2!49@T*,"`M,BXS-B!41`T**\$YO=&4@-2!<C(W(\$QO
M;F<M5&5R;2!\$96)T*51J#0HO1C(@,2!49@T*,"`M,BXS-"!41`T**\$QO;F<M
M=&5R;2!D96)T(&]F('1H92!#;VUP86YY(&-O;G-I<W1S(&]F("OW,"!M:6QL
M:6]N(&]F('E;FEO<B!U;G-E8W5R960@;F]T97,@9'5E(&EN(\$1E8V5M8F5R
M+"`R,#`U+"!W:71H(&]W(\$@*51J#0HP("TQ+C\$R(%1\$#0HH9FEX960@:6YT97)E
M<W0@<F%T92!O9B`W('!E<F-E;G0N(%1H92!N;W1E(&%G<F5E;65N="!R97%U
M:7)E<R!T:&4@0V]M<&%N>2!T;R!M965T(&-E<G1A:6X@8V]V96YA;G1S(')E
M; &%T960@=&\@;F5T("E4:@T*5"H-"BAW;W)T:"!<*"OR-#0N.2!M:6QL:6]N
M(&%T(\$1E8V5M8F5R(#,Q+`Q.3DY7`DL(&QE=F5R86=E+"!A;F0@;W1H97(@
M<`)O=FES:6]N<RX@5&AE(\$-O;7!A;GD@=V%S(&EN(&-O;7!L:6%N8V4@*51J
M#0I4*@T**`I=&@=&AE(&1E8G0@8V]V96YA;G1S(&%T(\$1E8V5M8F5R(#,Q
M+`Q.3DY+B`I5&H-"C(R+C@X("TR+C,@5\$0-"B@T-R`I5&H-"D54#0IE;F1S
M=")E86T-"F5N9&]B:@T*,S`@,"!O8FH-"CP`#0HO4')O8U-E="!;+U!1B`O
M5&5X="!#0HO1F]N="`\\`T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"B] &-"`V
M(#`@4@T*+T8U(#\$X(#`@4@T*/CX-"B] %>'1'4W1A=&4@/#-"B] '4S\$@-R`P
M(%(-"CX`#0H`/@T*96YD;V)J#0HS,B`P(&]B:@T*/#P-"B] ,96YG=&@&-#<P
M-"T*/CX-"G-T<F5A;0T*0E0-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@
M.38Q+C`U(%1M#0HP(<-"B] '4S\$@9W,-"C`@5&,-"C`@5`<-"B@@("`@`@
M("`@("`@("`@("I5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH3F]T97,@
M=&\@0V]N<V]L:61A=&5D(\$9I;F%N8VEA;"!3=&%T96UE;G1S*51J#0HO1C(@
M,2!49@T*,"`M,2XQ-B!41`T**\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!#
M;VYS;VQI9&%T960@4W5B<VED:6%R:65S("E4:@T*,"`M,BXS(%1\$#0HH5&AE
M(\$-O;7!A;GD@:&%S(&\$@)#\$P,"!M:6QL:6]N(')E=F]L=FEN9R!<C<F5D:70@
M86=R965M96YT('=H:6-H(&5X<&ER97,@;VX@36%Y(#,Q+`R,#`S+B!.;R!B

M;W)R;W=I;F=S(&%R92`I5&H-"C`@+3\$N,3(@5\$0-"BAO=71S=&%N9&EN9R!U
M;F1E<B!T:&ES(&%G<F5E;65N="X@5&AE(\$-O;7!A;GD@86QS;R!H87,@=6YS
M96-U<F5D(&QE='1E<G,@;V8@8W)E9&ET(&]U='-T86YD:6YG(&]F("0V+C`@
M;6EL;&EO;BP@*51J#0I4*#T**&EN8VQU9&EN9R!I=',@<VAA<F4@;V8@=F5N
M='5R97,N("E4:@T*+T8U(#\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E(#8@7#(R
M-R!;96%S921/8FQI9V%T:6]N<RE4:@T**+T8R(#\$@5&8-"C`@+3(N,S0@5\$0-
M"BA4:&4@0V]M<&%N>2!A;F0@:71S('9E;G1U<F5S(&QE87-E(&-E<G1A:6X@
M;6EN:6YG+"!P<F]D=6-T:6]N+"!D871A('!R;V-E<W-I;F<@86YD(&]T:5&R
M(&5Q=6EP;65N="!U;F1E<B`I5&H-"B] &-"`Q(%1F#0HP("TQ+C\$R(%1\$#0HH
M;W!E<F#T:6YG(&QE87-E<RX@5&AE(\$-O;7!A;GE<C(R<R!O<&5R871I;F<@
M;5A<V4@97AP96YS92P@:6YC;5D:6YG(&ET<R!S:&%R92!O9B!V96YT=7)E
M<R@P=@V\$S("OQ,"XP(&UI;&QI;VX@:6X@*51J#0I4*#T**\$Y.3DL("OY+C\$@
M;6EL;&EO;B!I;B`Q.3DX(&%N9"D."XU(&UI;&QI;VX@:6X@,3DY-RX@*51J
M#0HP("TR+C,@5\$0-"BA1<W-E=',@86-Q=6ER960@=6YD97(@8V%P:71A;!"L
M96%S97,@8GD@=&AE(\$-O;7!A;GDL(&EN8VQU9&EN9R!I=',@<VAA<F4@;V8@
M=F5N='5R97,L('E<F4@)#\$P+C,@;6EL;&EO;B!A;F0@*51J#0HP("TQ+C\$R
M(%1\$#0HH)#DN,B!M:6QL:6]N+"!R97-P96-T:79E;'DL(&%T(\$1E8V5M8F5R
M(#,Q+"`Q.3DY(&%N9"D.3DX+B!#;W)R97-P;VYD:6YG(&%C8W5M=6QA=&5D
M(&%M;W)T:7IA=&EO;B!O9B!C87!I=&%L("E4:@T*5"H-"BAL96%S97,@:6YC
M;'5D960@:6X@<F5S<&5C=&EV92!A;QO=V%N8V5S(&9O<B!D97!R96-I871I
M;VX@=V\$S("OU+C(@;6EL;&EO;B!A;F0@)#0N,"!M:6QL:6]N(&%T(\$1E8V5M
M8F5R(#,Q+"`Q.3DY("E4:@T*5"H-"BAA;F0@,3DY."P@<F5S<&5C=&EV96QY
M+B`I5&H-"C`@+3(N,R!41`T**\$9U='5R92!M:6YI;75M('!A>6UE;G1S('5N
M9&5R(&-A<E&T86P@;5A<V5S(&%N9"!N;VYC86YC96QL86)L92!O<&5R871I
M;F<@;&5A<V5S+"!I;F-L=61I;F<@=&AE(\$-O;7!A;GE<C(R<R!S:&%R92`I
M5&H-"C`@+3\$N,3(@5\$0-"BAO9B!V96YT=7)E<R@P@870@1&5C96UB97(@,S\$
L(#\$Y.3D@=V5R93H@*51J#0HX+C\$X("TQ+C\$R(%1\$#0HP+C`Q(%1C#0I;*"`I
M+3(P*"`I+3(P-SOP*"`@*2TS-C`H("DM.#`P*"`I+3DX,"@@"DM,30R,"@
M*2TQ,C(P*"`I751*#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@-#`Y
M+CQ(@#8T-BXX.2!4;0T*,!"!48PT**\$PH26X@36EL;&EO;G-<*2E4@T*150-
M"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@#0HT.#@N
M,S<@<-C0S+C`U(&T-"C,X,BXR.2`V-#N,#4@;T*,S@R+C(Y(#8T,RXP-2!M
M#0HS.#(N,CD@-COR+C4W(&P-"E,-"C`@1PT*,S@R+C(Y(#8T,BXU-R!M#0HT
M.#@N,S<@<-COR+C4W(&P-"C0X."XS-R`V-#(N-3<@;0T*-#EX+C,W(#8T,RXP
M-2!L#0I3#0I5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,3(S+C@Q(#8S,2XU,R!4
M;0T*6RA996%R(\$5N9&EN9RDM,C`X,C4N-BA#87!I=&%L*2TQ.3DR+C<H3W!E
M<F#T:6YG*5U42@T*,"`M,2XQ,3DR(%1\$#0I;*\$1E8V5M8F5R(#,Q*2TR,#8T
M,RXY*\$QE87-E<RDM,C<P."XS*\$QE87-E<RE=5\$H-"B] &-"`Q(%1F#0I4*#T*
M+3`N,#`P,2!48PT*6RA<,C(W7#(R-UPR,C=<,C(W7#(R-RDM,C`X.#,N.2A<
M,C(W7#(R-UPR,C<I+3DR.2XR*PR,C=<,C(W7#(R-UPR,C=<,C(W7#(R-RE=
M5\$H-"C`N,S,S-"`M,2XQ,3DR(%1\$#0HP(%1C#0I;*(P,#`I+3(S-34P+C(H
M)#(N,2DM,S(Y."XQ*"0Q,"XV*5U42@T*,"`M,2XR,30T(%1\$#0I;*(P,#`I
M+3(T,#4P+C(H,2XV*2TT,CDX+C(H.2XR*5U42@T*5"H-"ELH,C`P,BDM,C0P
M-3`N,B@Q+C`I+30R.3@N,B@W+C(I751*#0I4*#T*6R@R,#`S*2TR-#4U,"XS
M*"XT*2TT,CDX+C\$H-BXS*5U42@T*5"H-"ELH,C`P-"DM,COU-3`N,R@N,BDM
M-#(Y."XQ*#0N,"E=5\$H-"E0J#0I;*(P,#4@86YD('1H97)E869T97(I+3\$X
M-S<U+C@H+C(I+30R.3@N,2@V+C(I751*#0I5`T*,"XU(\$<-"COP,BXR,2`U
M,S(N-C4@;0T*,S@Y+C<S(#4S,BXV-2!L#0HS.#DN-S,@-3,R+C8U(&T-"C,X
M.2XW,R`U,S(N,3<@;`T*`R+C(Q(#4S,BXQ-R!M#0HT,#(N,C\$@-3,R+C8U(&P-
M"E,-"C`N-2!`#0HT-3@N,3,@-3,R+C8U(&T-"COT,"XV,2`U,S(N-C4@;`T*
M-#0P+C8Q(#4S,BXV-2!M#0HT-#`N-C\$@-3,R+C\$W(&P-"E,-"C`@1PT*-#0P
M+C8Q(#4S,BXQ-R!M#0HT-3@N,3,@-3,R+C\$W(&P-"COU."XQ,R`U,S(N,3<@
M;0T*-#4X+C\$S(#4S,BXV-2!L#0I3#0I5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@
M,3(S+C@Q(#4R,2XQ,R!4;0T*6RA4;W1A;"!M:6YI;75M(&QE87-E('!A>6UE
M;G1S*2TQ,S@P,2XV*#4N-2DM,S(Y."XQ*"0T,RXU*5U42@T*150-"C`N-2!G
M#0HT-#`N-C\$@-3\$W+C(Y(#\$W+C4R("TR+C@X(')E#0IF#0I5`T*,3`N,#<Y
M(#`@,"`Q,"XP-SD@,3(S+C@Q(#4P,RXS-R!4;0T*,"!G#0I;*\$%M;W5N=',@
M<F5P<F5S96YT:6YG(&EN=&5R97-T*2TQ-#@S,"XV*"XW*5U42@T*150-"C`N
M-2!`#0HT,#(N,C\$@-#DY+C4S(&T-"C,X.2XW,R`T.3DN-3,@;`T*,S@Y+C<S
M(#0Y.2XU,R!M#0HS.#DN-S,@-#DY+C`U(&P-"E,-"C`@1PT*,S@Y+C<S(#0Y
M.2XP-2!M#0HT,#(N,C\$@-#DY+C`U(&P-"COP,BXR,2`T.3DN,#4@;0T*-#`R
M+C(Q(#0Y.2XU,R!L#0I3#0I5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,3(S+C@Q
M(#0X."XP,2!4;0T*6RAO<F5S96YT('9A;'5E(&]F(&YE="!M:6YI;75M(&QE
M87-E('!A>6UE;G1S*2TW-#DX*"OT+C@I751*#0I5`T*,"XU(&<-"C,X.2XW
M,R`T.#0N,3<@,3(N-#@+3(N.#@<F4-"F8-"D)4#0HQ,B`P(#`@,3(@,C4N
M-C4@-#4T+CQ(%1M#0HP(&<-"BA4:&4@)#0Y+C`@;6EL;&EO;B!O9B!T;W1A
M;"!M:6YI;75M(&QE87-E('!A>6UE;G1S(&ES(&-O;7!R:7-E9"!O9B!T:&4@
M0V]M<&%N>5PR,C)S(&1I<F5C="!O8FQI9V%T:6]N(&]F("E4:@T*,"`M,2XQ
M,B!41`T**"OT+C8@;6EL;&EO;B!A;F0@=&AE(\$-O;7!A;GE<C(R<R!S:&%R
M92!O9B!V96YT=7)E<UPR,C(@;V)L:6=A=&EO;G,@;V8@)#0T+C0@;6EL;&EO
M;BP@=VAI8V@87)E(&QA<F=E;'D@;F]N+7)E8V]U<G-E('!O("E4:@T*5"H-
M"BAT:&4@0V]M<&%N>2X@*51J#0HO1C4@,2!49@T*,"`M,BXS-B!41`T**\$YO
M=&4@<R!<C(W(%!E;G-I;VYS(&%N9)!/=&AE<B!0;W-T<F5T:7)E;65N="!"
M96YE9FET<RE4:@T**+T8R(#\$@5&8-"C`@+3(N,S0@5\$0-"BA4:&4@0V]M<&%N
M>2!A;F0@:71S('9E;G1U<F5S('!P;VYS;W(@9&5F:6YE9"!B96YE9FET('!E
M;G-I;VX@<@QA;G,@8V]V97)I;F<@<W5B<W1A;G1I86QL>2!A;P@96UP;&]Y
M965S+B!4:&4@*51J#0HO1C0@,2!49@T*,"`M,2XQ,B!41`T**!"L86YS(&%R
M92!L87)G96QY(&YO;F-O;G1R:6)U=&]R>2P@86YD(&]E;F5F:71S(&%R92!G
M96YE<F%L;'D@8F%\$960@;VX@96UP;&]Y965S7#(R,B!Y96%R<R!O9B!S97)I
M:6-E(&%N9"!A=F5R86=E("E4:@T*5"H-"BAE87)N:6YGR!F;W(@82!D969I
M;F5D('!E<FEO9"!P<FEO<B!T;R!R971I<F5M96YT+B!)#;B!A9&1I=&EO;BP@
M=&AE(\$-O;7!A;GD@86YD(&ET<R!V96YT=7)E<R!C=7)R96YT;'D@<')O=FED
M92`I5&H-"E0J#0HH<F5T:7)E;65N="!H96%L=&@8V%R92!A;F0@;&EF92!I
M;G-U<F%N8V4@8F5N969I=',@7"A<,C(S3W1H97(@0F5N969I='<,C(T7"De

M=&\@;6]S="!F=6QL+71I;64@96UP;&]Y965S('=H;R!M965T(&-E<G1A:6X@
M*51J#0I4*#T**&QE;F=T:"!O9B!S97)V:6-E(&%N9"!A9V4@<F5Q=6ER96UE
M;G1S(%PH82!P;W)T:6]N(&]F('=H:6-H(&%R92!P=7)S=6%N="!T;R!C;VQL
M96-T:79E(&)A<F=A:6YI;F<@86=R965M96YT<UPI+B!/=&AE<B`I5&H-"E0J
M#0HH0F5N969I=",@87)E('!R;W9I9&5D('!H<F]U9V@<@')O9W)A;7,@861M
M:6YI<W1E<F5D(&)Y(&EN<W5R86YC92!C;VUP86YI97,@=VAO<V4@8VAA<F=E
M<R!A<F4@8F%\$960@;VX@8F5N969I=",@*51J#0I4*#T**!A:60N(%1H92!F
M;VQL;W=I;F<@=&%B;&4@<')E<V5N=",@82!R96-O;F-I;&EA=&EO;B!O9B!F
M=6YD960@<W1A="5S(&]F('!H92!#;VUP86Y7#(R,G,@<QA;G,L(&EN8VQU
M9&EN9R!I=",@*51J#0I4*#T**!R;W!O<G1I;VYA="4@<VAA<F4@;V8@<QA
M;G,@;V8@:71S('9E;G1U<F5S+"!A="!\$96-E;6)E<B`S,2P@,3DY.2!A;F0@
M,3DY.#H@*51J#0HR,BXX."`M,BXS(%1\$#0HH-#@@*51J#0I%5`T*96YD<W1R
M96%M#0IE;F108FH-"C,S(#`@;V)J#0H\`/`T*+U!R;V-3970@6R]01\$8@+U1E
M>`0@70T*+T9Q;G0@/#P-"B] &,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@<P`P
M(%(-"B] &-2`Q."`P(%(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q(#<@,"!2
M#OH`/@T*/CX-"F5N9&]B:@T*,S4@,"!O8FH-"CP\#0HO3&5N9W1H(#\$T-30U
M#OH`/@T* <W1R96%M#0I"5`T*+T8R(#\$@5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y
M-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT*""@("`@("`@
M("`@("`@("`@("E4:@T*+T8S(#\$@5&8-"C`@+3(N,S8@5\$0-"BA.;W1E<R!T
M;R!#;VYS;VQI9&T960@1FEN86YC:6%L(%-T871E;65N="!I5&H-"B] &,B`Q
M(%1F#0HP("TQ+C\$V(%1\$#0HHOQVE=F5L86YD+4-L:69F<R!);F,@86YD(\$-O
M;G-O;&ED871E9"!3=6)S:61I87)I97,@*51J#0HS+C4@+3\$N,3(@5\$0-"C`N
M-3,@5&,"-ELH("I+3(Q-#8P*`@*3,V,"@*2TQ,3(P*`I+38P*`I,3`P
M*`I,S8P*`I+3\$Q,C`H("DT,"@@"I+3DX,"@*2TT,#`H("DM,C`H("DM
M,C`H("DM.3@P*`I751*#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T,C(N.#4@.#DS
M+C8Q(%1M#0HP(%1C#0HH7"A);B!:-6QL:6]N<UPI*51J#0I%5`T*,"XU(\$<-
M"C`@2B`P(&H@,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-"C4T-"XR.2`X.#DN
M-S<@;OT*,S4S+C(U(#@X.2XW-R!L#0HS-3,N,C4@.#@Y+C<W(&T-"C,U,RXR
M-2`X.#DN,CD@;`T*4PT*,"!#0HS-3,N,C4@.#@Y+C(Y(&T-"C4T-"XR.2`X
M.#DN,CD@;`T*30T+C(Y(#@X.2XR.2!M#OHU-#0N,CD@.#@Y+C<W(&P-"E,-
M"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-C`N-#4@.#<X+C(U(%1M#0I;*\$!E
M;G-I;VX@0F5N969I="I+3,V,S(N-2A/=&AE<B!"96YE9FET<RE=5\$H-"D54
M#OHP+C4@1PT*`-# ,U+C@Q(#@W-"XT,2!M#0HS-3,N,C4@.#<T+C0Q(&P-"C,U
M,RXR-2`X-SON-#\$@;OT*,S4S+C(U(#@W,RXY,R!L#0I3#0HP(\$<-"C,U,RXR
M-2`X-S,N.3,@;OT*`-# ,U+C@Q(#@W,RXY,R!L#0HT,S4N.#\$@.#<S+CDS(&T-
M"COS-2XX,2`X-SON-#\$@;`T*4PT*,"XU(\$<-"C4T-"XR.2`X-SON-#\$@;OT*
M-#0U+C0Q(#@W-"XT,2!L#0HT-#4N-#\$@.#<T+C0Q(&T-"C0T-2XT,2`X-S,N
M.3,@;`T*4PT*,"!#0HT-#4N-#\$@.#<S+CDS(&T-"C4T-"XR.2`X-S,N.3,@
M;`T*30T+C(Y(#@W,RXY,R!M#OHU-#0N,CD@.#<T+C0Q(&P-"E,-"D)4#0HO
M1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S8R+C\$S(#@V,BXQ-R!4;OT*
M*#\$Y.3DI5&H-"B] &,B`Q(%1F#0HT+C4P,#0@+3`N,#0W-B!41`T**#\$Y.3@I
M5&H-"B] &,R`Q(%1F#0HT+CDW-<@),"XP-#<V(%1\$#0HH,3DY.2E4:@T*+T8R
M(#\$@5&8-"C4N,S@Q-2`M,"XP-#<V(%1\$#0HH,3DY."E4:@T*150-"C`N-2!`
M#OHS.3`N.3,@.#4W+C@U(&T-"C,U,RXR-2`X-3<N.#4@;`T*,S4S+C(U(#@U
M-RXX-2!M#0HS-3,N,C4@.#4W+C,W(&P-"E,-"C`@1PT*,S4S+C(U(#@U-RXS
M-R!M#OHS.3`N.3,@.#4W+C,W(&P-"C,Y,"XY,R`X-3<N,S<@;OT*,SDP+CDS
M(#@U-RXX-2!L#0I3#0HP+C4@1PT*`-# ,U+C@Q(#@U-RXX-2!M#0HS.3DN,S,@
M.#4W+C@U(&P-"C,Y.2XS,R`X-3<N.#4@;OT*,SDY+C,S(#@U-RXS-R!L#0I3
M#OHP(\$<-"C,Y.2XS,R`X-3<N,S<@;OT*`-# ,U+C@Q(#@U-RXS-R!L#0HT,S4N
M.#\$@.#4W+C,W(&T-"COS-2XX,2`X-3<N.#4@;`T*4PT*,"XU(\$<-"C0X.2XX
M,2`X-3<N.#4@;OT*`-#0U+C0Q(#@U-RXX-2!L#0HT-#4N-#\$@.#4W+C@U(&T-
M"COT-2XT,2`X-3<N,S<@;`T*4PT*,"!#0HT-#4N-#\$@.#4W+C,W(&T-"C0X
M.2XX,2`X-3<N,S<@;`T*`-#@Y+C@Q(#@U-RXS-R!M#0HT.#DN.#\$@.#4W+C@U
M(&P-"E,-"C`N-2!`#0HU-#0N,CD@.#4W+C@U(&T-"COY.2XV-2`X-3<N.#4@
M;`T*`-#DY+C8U(#@U-RXX-2!M#0HT.3DN-C4@.#4W+C,W(&P-"E,-"C`@1PT*
M-#DY+C8U(#@U-RXS-R!M#OHU-#0N,CD@.#4W+C,W(&P-"C4T-"XR.2`X-3<N
M,S<@;OT*30T+C(Y(#@U-RXX-2!L#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W
M.2`P(#`@,3`N,#<Y(#8W+C8U(#@T-2XV,2!4;OT**\$-H86YG92!I;B!P;&%N
M(&%S<V5T<RE4:@T*+T8R(#\$@5&8-"C`N.3(X-R`M,2XS.#\$Q(%1\$#0HH1F%I
M<B!V86QU92!O9B!P;&%N(&%S<V5T<R!A="!B96=I;FYI;F<@;V8@>65A<BE4
M:@T*+T8S(#\$@5&8-"C(W+C0P-S0@,"XP-#<V(%1\$#0HH)#,Q-BXR*51J#0HO
M1C(@,2!49@T*`-XU-S\$Y("TP+C`T-S8@5\$0-"B@D,CDS+C(I5&H-"B] &,R`Q
M(%1F#0HU+C`P,#4@,"XP-#<V(%1\$#0I;*"0I+3,S,RXT*#\$Y+CDI751*#0HO
M1C(@,2!49@T*`-2XT,#4S("TP+C`T-S8@5\$0-"ELH7)"DM,S,S+C0H,3<N,RE=
M5\$H-"BTT,BXS.#4@+3\$N,S,S-2!41`T**\$%C='5A;"!R971U<FX@;VX@<&QA
M;B!A<W-E="!I5&H-"B] &,R`Q(%1F#0HR."XT,#<U(#`N,#0W-B!41`T**#,T
M+CIDI5&H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!41`T**#,U+C0I5&H-
M"B] &,R`Q(%1F#0HU+C,S,S@@,"XP-#<V(%1\$#0HH,2XX*51J#0HO1C(@,2!4
M9@T*`-2XT,#4S("TP+C`T-S8@5\$0-"B@Q+C,I5&H-"BTT,RXW,3@T("TQ+C,S
M,S4@5\$0-"BA#;VYT<FEB=71I;VYS*51J#0HO1C,@,2!49@T*,C@N.3`W-2`P
M+C`T-S8@5\$0-"B@Q+C\$I5&H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!4
M1`T**#(N."E4:@T*+T8S(#\$@5&8-"C0N.#,S."`P+C`T-S8@5\$0-"B@Q+C4I
M5&H-"B] &,B`Q(%1F#0HU+C0P-3,@+3`N,#0W-B!41`T**#\$N,RE4:@T*+30S
M+C<Q.#0@+3\$N,S,S-2!41`T**\$)E;F5F:71S('!A:60I5&H-"B] &,R`Q(%1F
M#OHR."XP-SOQ(#`N,#0W-B!41`T*6RA<*#\$V+C,I+3\$R+C8H7"DI751*#0HO
M1C(@,2!49@T*`-XU-S\$Y("TP+C`T-S8@5\$0-"ELH7)"@Q-2XR*2TQ,BXV*%PI
M*5U42@T*+T8S(#\$@5&8-"C4N,S,S."`P+C`T-S8@5\$0-"ELH7)"@Q+C<I+3\$R
M+C4H7"DI751*#0I%5`T*,"XU(\$<-"C,X,"XX-2`W.#<N-3,@;OT*,S4X+C(Y
M(#<X-RXU,R!L#0HS-3@N,CD@-S@W+C4S(&T-"C,U."XR.2`W.#<N,#4@;`T*
M4PT*,"!#0HS-3@N,CD@-S@W+C`U(&T-"C,X,"XX-2`W.#<N,#4@;`T*,S@P
M+C@U(#<X-RXP-2!M#OHS.#`N.#4@-S@W+C4S(&P-"E,-"C`N-2!`#0HT,C8N
M.3,@-S@W+C4S(&T-"C0P-"XS-R`W.#<N-3,@;`T*`-#`T+C,W(#<X-RXU,R!M
M#OHT,#0N,S<@-S@W+C`U(&P-"E,-"C`@1PT*`-#`T+C,W(#<X-RXP-2!M#OHT
M,C8N.3,@-S@W+C`U(&P-"C0R-BXY,R`W.#<N,#4@;OT*`-#(V+CDS(#<X-RXU
M,R!L#0I3#0HP+C4@1PT*`-#<U+C8U(#<X-RXU,R!M#0HT-30N-S<@-S@W+C4S

M(&P-"COU-"XW-R`W.#<N-3,@;0T*-"#4T+C<W(#<X-RXP-2!L#0I3#0HP(\$<-M"COU-"XW-R`W.#<N,#4@;0T*-"#<U+C8U(#<X-RXP-2!L#0HT-S4N-C4@-S@W M+C`U(&T-"COW-2XV-2`W.#<N-3,@;`T*4PT*,"XU(\$<-"C4S,"XQ,R`W.#<N M-3,@;0T*-"3`Y+C(U(#<X-RXU,R!L#0HU,#DN,C4@-S@W+C4S(&T-"C4P.2XR M-2`W.#<N,#4@;`T*4PT*,"!`#0HU,#DN,C4@-S@W+C`U(&T-"C4S,"XQ,R`W M.#<N,#4@;`T*-"3,P+C\$S(#<X-RXP-2!M#0HU,S`N,3,@-S@W+C4S(&P-"E,-M"D)4#0HO1C(@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@-S<N,#\$@-S<T+C@Q M(%1M#0HH1F%I<B!V86QU92!O9B!P;&%N(&%S<V5T<R!A="!E;F0@;V8@>65A M<BE4:@T*+T8S(#\$@5&8-"C(W+CDP-S0@,"XP-#<V(%1\$#0HH,S,U+CDI5&H-M"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!41`T**#Q-BXR*51J#0HO1C,@ M,2!49@T*-2XS,S,X(#`N,#0W-B!41`T**#(Q+C4I5&H-"B] &,B`Q(%1F#0HU M+COP-3,@+3`N,#0W-B!41`T**#\$Y+CDI5&H-"B] &,R`Q(%1F#0HM-#0N,30W M,2`M,2XR.#4X(%1\$#0HH0VAA;F=E(&EN(&)E;F5F:70@;V)L:6=A=&EO;BE4 M:@T*+T8R(#\$@5&8-"C`N.3(X-R`M,2XS.#\$Q(%1\$#0HH0F5N969I="!O8FQI M9V%T:6]N(&%T(&)E9VEN;FEN9R!O9B!Y96%R*51J#0HO1C,@,2!49@T*,C<N M.3`W-"`P+C`T-S8@5\$0-"B@R,S@N,2E4:@T*+T8R(#\$@5&8-"CON-3<Q.2`M M,"XP-#<V(%1\$#0HH,C\$U+C4I5&H-"B] &,R`Q(%1F#0HU+C,S,S@@,"XP-#<V M(%1\$#0HH.3<N-RE4:@T*+T8R(#\$@5&8-"C4N-#`U,R`M,"XP-#<V(%1\$#0HH M.#@N-"E4:@T*+30S+C(Q.#0@+3\$N,S,S-2!41`T**%-E<G9I8V4@8V]S="E4 M:@T*+T8S(#\$@5&8-"C(X+CDP-S4@,"XP-#<V(%1\$#0HH-"XV*51J#0HO1C(@ M,2!49@T*-"XU-SSY("TP+C`T-S8@5\$0-"B@T+C4I5&H-"B] &,R`Q(%1F#0HT M+C@S,S@@,"XP-#<V(%1\$#0HH,2XX*51J#0HO1C(@,2!49@T*-2XT,#4S("TP M+C`T-S8@5\$0-"B@Q+C8I5&H-"BTT,RXW,3@T("TQ+C,S,S4@5\$0-"BA);G1E M<CF5S="!C;W-T*51J#0HO1C,@,2!49@T*,C@N-#`W-2`P+C`T-S8@5\$0-"B@Q M-RXR*51J#0HO1C(@,2!49@T*-"XU-SSY("TP+C`T-S8@5\$0-"B@Q-2XV*51J M#0HO1C,@,2!49@T*-2XS,S,X(#`N,#0W-B!41`T**#8N,RE4:@T*+T8R(#\$@ M5&8-"C4N-#`U,R`M,"XP-#<V(%1\$#0HH-BXS*51J#0HM-#N-S\$X-"`M,2XS M,S,U(%1\$#0HH06UE;F1M96YT<RE4:@T*+T8S(#\$@5&8-"C(X+COP-S4@,"XP M-#<V(%1\$#0HH,CON-2E4:@T*+T8R(#\$@5&8-"C4N-3<R("TP+C`T-S8@5\$0-M"B@N-BE4:@T*+3,S+CDW.30@+3\$N,S,S-2!41`T**%C="!5A<FEA;"!<* &=A M:6YS7"D@;&]S<V5S*51J#0HO1C,@,2!49@T*,C@N,#<T,2`P+C`T-S8@5\$0-M"ELH7"Q."XX*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"CON.3`U,B`M,"XP M-#<V(%1\$#0HH,3<N,2E4:@T*+T8S(#\$@5&8-"CON-3`P-"`P+C`T-S8@5\$0-M"ELH7"Q-2XR*2TQ,BXV*%PI*5U42@T*+T8R(#\$@5&8-"C8N,C,X-R`M,"XP M-#<V(%1\$#0HH-BXW*51J#0HM-#N-S\$X-"`M,2XS,S,U(%1\$#0HH0F5N969I M=",@<&%I9"E4:@T*+T8S(#\$@5&8-"C(X+C`W-#S@,"XP-#<V(%1\$#0I;.*%PH M,38N,RDM,3(N-BA<*2E=5\$H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!4 M1`T*6RA<*#\$U+C(I+3\$R+C8H7"DI751*#0HO1C,@,2!49@T*-2XS,S,X(#`N M,#0W-B!41`T*6RA<*#8N,"DM,3(N-2A<*2E=5\$H-"B] &,B`Q(%1F#0HU+COP M-3,@+3`N,#0W-B!41`T*6RA<*#4N,RDM,3(N-2A<*2E=5\$H-"D54#0HP+C4@ M1PT*,S@P+C@U(#8W-BXX.2!M#0HS-3@N,CD@-C<V+C@Y(&P-"C,U."XR.2`V M-S8N.#D@;0T*,S4X+C(Y(#8W-BXT,2!L#0I3#0HP(\$<-"C,U."XR.2`V-S8N M-#\$@;0T*,S@P+C@U(#8W-BXT,2!L#0HS.#`N.#4@-C<V+C0Q(&T-"C,X,"XX M-2`V-S8N.#D@;`T*4PT*,"XU(\$<-"C0R-BXY,R`V-S8N.#D@;0T*-"#`T+C,W M(#8W-BXX.2!L#0HT,#0N,S<@-C<V+C@Y(&T-"COP-"XS-R`V-S8N-#\$@;`T* M4PT*,"!`#0HT,#0N,S<@-C<V+C0Q(&T-"COP-BXY,R`V-S8N-#\$@;`T*-"#(V M+CDS(#8W-BXT,2!M#0HT,C8N.3,@-C<V+C@Y(&P-"E,-"C`N-2!`#0HT-S4N M-C4@-C<V+C@Y(&T-"C0U-"XW-R`V-S8N.#D@;`T*-"#4T+C<W(#8W-BXX.2!M M#0HT-30N-S<@-C<V+C0Q(&P-"E,-"C`@1PT*-"#4T+C<W(#8W-BXT,2!M#0HT M-S4N-C4@-C<V+C0Q(&P-"COW-2XV-2`V-S8N-#\$@;0T*-"#<U+C8U(#8W-BXX M.2!L#0I3#0HP+C4@1PT*-3,P+C\$S(#8W-BXX.2!M#0HU,#DN,C4@-C<V+C@Y M(&P-"C4P.2XR-2`V-S8N.#D@;0T*-"3`Y+C(U(#8W-BXT,2!L#0I3#0HP(\$<-M"C4P.2XR-2`V-S8N-#\$@;0T*-"3,P+C\$S(#8W-BXT,2!L#0HU,S`N,3,@-C<V M+C0Q(&T-"C4S,"XQ,R`V-S8N.#D@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N M,#<Y(#<W+C`Q(#8V-"XQ-R!4;0T**\$)E;F5F:70@;V)L:6=A=&EO;B!A="!E M;F0@;V8@>65A<BE4:@T*+T8S(#\$@5&8-"C(W+CDP-S0@,"XP-#<V(%1\$#0HH M,C0Y+C,I5&H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!41`T**#(S."XQ M*51J#0HO1C,@,2!49@T*-2XS,S,X(#`N,#0W-B!41`T**#@T+C8I5&H-"B] & M,B`Q(%1F#0HU+COP-3,@+3`N,#0W-B!41`T**#DW+C<I5&H-"D54#0HP+C4@ M1PT*,S@P+C@U(#8V,"XS,R!M#0HS-3@N,CD@-C8P+C,S(&P-"C,U."XR.2`V M-C`N,S,@;0T*,S4X+C(Y(#8U.2XX-2!L#0I3#0HP(\$<-"C,U."XR.2`V-3DN M.#4@;0T*,S@P+C@U(#8U.2XX-2!L#0HS.#`N.#4@-C4Y+C@U(&T-"C,X,"XX M-2`V-C`N,S,@;`T*4PT*,"XU(\$<-"C0R-BXY,R`V-C`N,S,@;0T*-"#`T+C,W M(#8V,"XS,R!L#0HT,#0N,S<@-C8P+C,S(&T-"COP-"XS-R`V-3DN.#4@;`T* M4PT*,"!`#0HT,#0N,S<@-C4Y+C@U(&T-"COP-BXY,R`V-3DN.#4@;`T*-"#(V M+CDS(#8U.2XX-2!M#0HT,C8N.3,@-C8P+C,S(&P-"E,-"C`N-2!`#0HT-S4N M-C4@-C8P+C,S(&T-"C0U-"XW-R`V-C`N,S,@;`T*-"#4T+C<W(#8V,"XS,R!M M#0HT-30N-S<@-C4Y+C@U(&P-"E,-"C`@1PT*-"#4T+C<W(#8U.2XX-2!M#0HT M-S4N-C4@-C4Y+C@U(&P-"COW-2XV-2`V-3DN.#4@;0T*-"#<U+C8U(#8V,"XS M,R!L#0I3#0HP+C4@1PT*-3,P+C\$S(#8V,"XS,R!M#0HU,#DN,C4@-C8P+C,S M(&P-"C4P.2XR-2`V-C`N,S,@;0T*-"3`Y+C(U(#8U.2XX-2!L#0I3#0HP(\$<-M"C4P.2XR-2`V-3DN.#4@;0T*-"3,P+C\$S(#8U.2XX-2!L#0HU,S`N,3,@-C4Y M+C@U(&T-"C4S,"XQ,R`V-C`N,S,@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N M,#<Y(#<W+C`Q(#8T-RXV,2!4;0T**\$9U;F1E9"!S=&%T=7,@;V8@=&AE('!L M86X@7"AU;F1E<F9U;F1E9%PI*51J#0HO1C,@,2!49@T*,C@N-#`W-2`P+C`T M-S8@5\$0-"B@X-BXV*51J#0HO1C(@,2!49@T*-"XU-SSY("TP+C`T-S8@5\$0-M"B@W."XQ*51J#0HO1C,@,2!49@T*-"XU,#`T(#`N,#0W-B!41`T*6RA<*#8S M+C\$S I+3\$R+C8H7"DI751*#0HO1C(@,2!49@T*-2XT,#4S("TP+C`T-S8@5\$0-M"ELH7"@W-RXX*2TQ,BXV*%PI*5U42@T*+30R+C@X-2`M,2XS,S,U(%1\$#0HH M56YR96-O9VYI>F5D('!R:6]R('E<G9I8V4@8V]S="E4:@T*+T8S(#\$@5&8-M"C(X+COP-S4@,"XP-#<V(%1\$#0HH,CDN-2E4:@T*+T8R(#\$@5&8-"C4N,#<Q M.2`M,"XP-#<V(%1\$#0HH-BXX*51J#0HO1C,@,2!49@T*-"XX,S,X(#`N,#0W M-B!41`T**#N-2E4:@T*+T8R(#\$@5&8-"C4N-#`U,R`M,"XP-#<V(%1\$#0HH M,2XV*51J#0HM-#N-S\$X-"`M,2XS,S,U(%1\$#0HH56YR96-O9VYI>F5D(&YE M="!A8W1U87)I86P@7"AG86EN7"D@;&]S<RE4:@T*+T8S(#\$@5&8-"C(X+C`W

M-#S\$, "XP-#<V(%1\$#0I; *%PH-C4N-RDM, 3 (N-BA<*2E=5\$H-"B] &, B`Q(%1F
M#OHT+C4W, 3D@+3`N, #0W-B!41`T*6RA<*# , P+C`I+3\$R+C8H7"DI751*#0HO
M1C, @, 2!49@T*-"XX, S, X(#`N, #0W-B!41`T*6RA<*#\$S+C0I+3\$R+C8H7"DI
M751*#0HO1C (@, 2!49@T*-BXR, S@W("TP+C`T-S8@5\$0-"B@R+C\$15&H-"BTT
M, RXW, 3@T("TQ+C, S, S4@5\$0-"BA5;G)E8V]G;FEZ960@;F5T(&%S<V5T(&%T
M(&1A=&4@;V8@861O<`1I;VXI5&H-"B] &, R`Q(%1F#0HR."XP-S0Q(#`N, #0W
M-B!41`T*6RA<*#\$W+C\$1+3\$R+C8H7"DI751*#0HO1C (@, 2!49@T*-"XU-S\$Y
M("TP+C`T-S8@5\$0-"ELH7"@Q.2XW*2TQ, BXV*%PI*5U42@T*150-"C`N-2!`
M#OHS.#`N.#4@-C`S+COU(&T-"C,U."XR.2`V,#,N-#4@;`T*,S4X+C(Y(#8P
M,RXT-2!M#0HS-3@N,CD@-C`R+CDW(&P-"E,-"C`@1PT*,S4X+C(Y(#8P,BXY
M-R!M#OHS.#`N.#4@-C`R+CDW(&P-"C,X,"XX-2`V,#(N.3<@;0T*,S@P+C@U
M(#8P,RXT-2!L#0I3#0HP+C4@1PT*-(V+CDS(#8P,RXT-2!M#0HT,#0N,S<@
M-C`S+COU(&P-"COP-"XS-R`V,#,N-#4@;0T*-"T+C,W(#8P,BXY-R!L#0I3
M#0HP(<S-"COP-"XS-R`V,#(N.3<@;0T*-(V+CDS(#8P,BXY-R!L#0HT,C8N
M.3,@-C`R+CDW(&T-"COP-BXY,R`V,#,N-#4@;`T*4PT*,"XU(\$<-"COW-2XV
M-2`V,#,N-#4@;0T*-"#4T+C@W(#8P,RXT-2!L#0HT-30N-S<@-C`S+COU(&T-
M"COU-"XW-R`V,#(N.3<@;`T*4PT*,"!`#0HT-30N-S<@-C`R+CDW(&T-"COW
M-2XV-2`V,#(N.3<@;`T*-"#<U+C8U(#8P,BXY-R!M#0HT-S4N-C4@-C`S+COU
M(&P-"E,-"C`N-2!`#0HU,S`N,3,@-C`S+COU(&T-"C4P.2XR-2`V,#,N-#4@
M;`T*-3`Y+C(U(#8P,RXT-2!M#0HU,#DN,C4@-C`R+CDW(&P-"E,-"C`@1PT*
M-3`Y+C(U(#8P,BXY-R!M#0HU,S`N,3,@-C`R+CDW(&P-"C4S,"XQ,R`V,#(N
M.3<@;0T*-3,P+C\$S(#8P,RXT-2!L#0I3#0I`5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@-S<N,#\$@-3DP+C<S(%1M#0HH4!)E<&%I9"!<*&%C8W)U961<*2!B96YE
M9FET(&-O<WOI5&H-"B] &, R`Q(%1F#0HR-RXT,#<T(#`N,#0W-B!41`T*6R@D
M*2TU,#`N,2@S,RXS*5U42@T*+T8R(#\$@5&8-"CON-3<Q.2`M,"XP-#<V(%1\$
M#0I;*`0I+34P,"XQ*# ,U+C(I751*#0HO1C,@,2!49@T*-2XP,#`U(#`N,#0W
M-B!41`T*6R@D7"@W-2XP*2TQ, BXV*%PI*5U42@T*+T8R(#\$@5&8-"C4N-#`U
M,R`M,"XP-#<V(%1\$#0I; *`1<`*#<T+C\$1+3\$R+C8H7"DI751*#0I%5`T*,"XU
M(&<-"C,U."XR.2`U.#8N.#D@,C(N-38@+3(N.#@<F4-"F8-"COP-"XS-R`U
M.#8N.#D@,C(N-38@+3(N.#@<F4-"F8-"COU-"XW-R`U.#8N.#D@,C`N.#@<@
M+3(N.#@<F4-"F8-"C4P.2XR-2`U.#8N.#D@,C`N.#@<+3(N.#@<F4-"F8-
M"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@-C<N-C4@-3<R+C(U
M(%1M#0HP(&<-"BA!<W-U;7!T:6]N<R!A<R!O9B!\$96-E;6)E<B`S,2E4:@T*
M+T8R(#\$@5&8-"C`N.3(X-R`M,2XS.#\$Q(%1\$#0HH1&ES8V]U;G0@<F%T92E4
M:@T*+T8S(#\$@5&8-"C(X+COP-S4@,"XP-#<V(%1\$#0I; *#@N,#`I+3\$R+C(H
M)2E=5\$H-"B] &, B`Q(%1F#0HT+C4W, 3D@+3`N, #0W-B!41`T*6R@V+C<U*2TQ
M, BXR*4I751*#0HO1C, @, 2!49@T*-"XX, S, X(#`N, #0W-B!41`T*6R@X+C`P
M*2TQ, BXR*4I751*#0HO1C (@, 2!49@T*-2XT, #4S("TP+C`T-S8@5\$0-"ELH
M-BXW-2DM, 3(N, B@E*5U42@T*+30S+C(Q.#0@+3\$N, S, S-2!41`T*5\$X<&5C
M=&5D(&QO;F<M=&5R;2!R971U<FX@;VX@<&QA;B!A<W-E=' , I5&H-"B] &, R`Q
M(%1F#0HR."XT,#<U(#`N,#0W-B!41`T*6R@Y+C`P*2TQ, BXR*4I751*#0HO
M1C(@, 2!49@T*-"XU-S\$Y("TP+C`T-S8@5\$0-"ELH.2XP,"DM,3(N,B@E*5U4
M2@T*+T8S(#\$@5&8-"CON.#,S."`P+C`T-S8@5\$0-"ELH-RXV,BDM,3(N,B@E
M*5U42@T*+T8R(#\$@5&8-"C4N-#`U,R`M,"XP-#<V(%1\$#0I; *#<N,#`I+3\$R
M+C(H)2E=5\$H-"B] &-"`Q(%1F#0HM-# ,N,C\$X-"`M,2XS,S,U(%1\$#0HH4F#T
M92!O9B!C;VUP96YS871I;VX@:6YC<F5A<V4@7#(R-B!A=F5R86=E*51J#0HO
M1C,@,2!49@T*,C@N-#`W-2`P+C`T-S8@5\$0-"ELH-"XR-BDM,3(N,B@E*5U4
M2@T*+T8T(#\$@5&8-"CON-3<Q.2`M,"XP-#<V(%1\$#0I; *#ON,S`I+3\$R+C(H
M)2E=5\$H-"B] &, B`Q(%1F#0HQ,B`P(#`@,3(@,SDN-3<@-3\$X+C0Y(%1M#0HP
M+C<U(%1C#0I; *`@*2TQ.3\$P,"@@"DT-C`H("DM-S8P*`@("DT-C`H("DM
M-S8P*`@("DT-C`H("DM-S8P*`@("DT-#`H("DM,SOP*`I-#0P*`I+3(P
M*`I-#0P*`I+3,T,"@*30T,"@*2TR,"@*30T,"@*2TS-#`H("E=5\$H-
M"B] &-"`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T,3(N-3,@-3`V+C<S(%1M
M#0HP(%1C#0HH7"A);B!-:6QL:6]N<UPI*51J#0I%5`T*,"XU(\$<-"C4W,BXS
M-R`U,#(N.#D@;0T*,S`T+C@W(#4P,BXX.2!L#0HS,#0N-S<@-3`R+C@Y(&T-
M"C,P-"XW-R`U,#(N-#S@;`T*4PT*,"!`#OHS,#0N-S<@-3`R+C@Q(&T-"C4W
M,BXS-R`U,#(N-#S@;`T*-3<R+C,W(#4P,BXT,2!M#0HU-S(N,S<@-3`R+C@Y
M(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S-#SN.3<@-#D@C,W(%1M
M#0I; *%I;G-I;VX@0F5N969I=' ,I+3<U-C\$N-2A/=AE<B!"96YE9FET<RE=
M5\$H-"D54#0HP+C4@1PT*-"#0W+C,S(#0X-RXU,R!M#0HS,#0N-S<@-#@W+C4S
M(&P-"C,P-"XW-R`T.#<N-3,@;0T*,S`T+C@W(#0X-RXP-2!L#0I3#0HP(\$<-
M"C,P-"XW-R`T.#<N,#4@;0T*-"#0W+C,S(#0X-RXP-2!L#0HT-#<N,S,@-#@W
M+C`U(&T-"COT-RXS,R`T.#<N-3,@;`T*4PT*,"XU(\$<-"C4W,BXS-R`T.#<N
M-3,@;0T*-"#4Y+C4W(#0X-RXU,R!L#0HT-3DN-3<@-#@W+C4S(&T-"COU.2XU
M-R`T.#<N,#4@;`T*4PT*,"!`#0HT-3DN-3<@-#@W+C`U(&T-"C4W,BXS-R`T
M.#<N,#4@;`T*-3<R+C,W(#0X-RXP-2!M#0HU-S(N,S<@-#@W+C4S(&P-"E,-
M"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S\$T+C,W(#0W-2XR
M.2!4;0T*#\$Y.3DI5&H-"B] &-"`Q(%1F#0HU+C\$Q.34@+3`N,#0W-B!41`T*
M6R@Q.3DX*2TS,3\$Y+C<H,3DY-RE=5\$H-"B] &, R`Q(%1F#0HY+C<S.2`P+C`T
M-S8@5\$0-"B@Q.3DY*51J#0HO1C@,2!49@T*-"XQ-# ,R("TP+C`T-S8@5\$0-
M"ELH,3DY."DM,C\$T,RXT*#\$Y.3<I751*#0I%5`T*,"XU(\$<-"C,T-"XQ,R`T
M-S`N.3<@;0T*,S`T+C@W(#0W,"XY-R!L#0HS,#0N-S<@-#<P+CDW(&T-"C,P
M-"XW-R`T-S`N-#D@;`T*4PT*,"!`#0HS,#0N-S<@-#<P+COY(&T-"C,T-"XQ
M,R`T-S`N-#D@;`T*,S@T+C\$S(#0W,"XT.2!M#0HS-#ON,3,@-#<P+CDW(&P-
M"E,-"C`N-2!`#0HS.34N-S,@-#<P+CDW(&T-"C,U-BXS-R`T-S`N.3<@;`T*
M,S4V+C,W(#0W,"XY-R!M#0HS-38N,S<@-#<P+COY(&P-"E,-"C`@1PT*,S4V
M+C,W(#0W,"XT.2!M#0HS.34N-S,@-#<P+COY(&P-"C,Y-2XW,R`T-S`N-#D@
M;0T*,S@U+C<S(#0W,"XY-R!L#0I3#0HP+C4@1PT*-"#0W+C,S(#0W,"XY-R!M
M#0HT,#<N.3<@-#<P+CDW(&P-"COP-RXY-R`T-S`N.3<@;0T*-"#W+CDW(#0W
M,"XT.2!L#0I3#0HP(\$<-"COP-RXY-R`T-S`N-#D@;0T*-"#0W+C,S(#0W,"XT
M.2!L#0HT-#<N,S,@-#<P+COY(&T-"COT-RXS,R`T-S`N.3<@;`T*4PT*,"XU
M(\$<-"COX."XX-2`T-S`N.3<@;0T*-"#4Y+C4W(#0W,"XY-R!L#0HT-3DN-3<@-
M-#<P+CDW(&T-"COU.2XU-R`T-S`N-#D@;`T*4PT*,"!`#0HT-3DN-3<@-#<P
M+COY(&T-"COX."XX-2`T-S`N-#D@;`T*-"#X+C@U(#0W,"XT.2!M#0HT.#@N
M.#4@-#<P+CDW(&P-"E,-"C`N-2!`#0HU,S`N-C\$@-#<P+CDW(&T-"C4P,2XS

M,R`T-S`N.3<@;`T*-3`Q+C,S(#0W,"XY-R!M#0HU,#\$N,S,@-#<P+C0Y(&P-M"E,-"C`@1PT*-3`Q+C,S(#0W,"XT.2!M#0HU,S`N-CS@-#<P+C0Y(&P-"C4S M,"XV,2`T-S`N-#D@;0T*-3,P+C8Q(#0W,"XY-R!L#0I3#0HP+C4@1PT*-3<R M+C,W(#0W,"XY-R!M#0HU-#,N,#D@-#<P+CDW(&P-"C4T,RXP.2`T-S`N.3<@ M;0T*-30S+C`Y(#0W,"XT.2!L#0I3#0HP(\$<-"C4T,RXP.2`T-S`N-#D@;0T* M-3<R+C,W(#0W,"XT.2!L#0HU-S(N,S<@-#<P+C0Y(&T-"C4W,BXS-R`T-S`N M.3<@;`T*4PT*0E0-"B]&,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S.2XU M-R`T-3@N-S,@5&T-"BA#;VUP;VYE;G1S(&]F(&YE="!P97)I;V1I8R!B96YE M9FET(&-O<W0I5&H-"B]&-`Q(%1F#0HQ+C\$Y,#8@+3\$N,S@Q,2!41`T**%-E M<G9I8V4@8V]S="E4:@T*+T8S(#\$@5&8-"C(U+C(V-#,@,"XP-#<V(%1\$#0I; M*`0I+3@S,RXU*#0N-BE=5\$H-"B]&-`Q(%1F#0HU+C\$Q.34@+3`N,#0W-B!4 M1`T*6R@D*2TX,S,N-2@T+C4I+3(U,S8N,2@D*2TX,S,N-2@T+C`I751*#0HO M1C,@,2!49@T*,3`N,C8R.2`P+C`T-S8@5\$0-"ELH)"DM,S,S+C0H,2XX*5U4 M2@T*+T8T(#\$@5&8-"CON,30S,B`M,"XP-#<V(%1\$#0I;*`0I+3,S,RXT*#N M-BDM,C`U.2XY*`0I+3,S,RXT*#N,RE=5\$H-"BTT-"XW.2`M,2XS,S,U(%1\$ M#0HH26YT97)E<W0@8V]S="E4:@T*+T8S(#\$@5&8-"C(V+C`Y-S<@,"XP-#<V M(%1\$#0HH,3<N,BE4:@T*+T8T(#\$@5&8-"C4N,3\$Y-2`M,"XP-#<V(%1\$#0I; M*#\$U+C8I+3,S-CDN-BQ-2XQ*5U42@T*+T8S(#\$@5&8-"C\$P+C(V,CD@,"XP M-#<V(%1\$#0HH-BXS*51J#0HO1C0@,2!49@T*-`XQ-#,R("TP+C`T-S8@5\$0- M"ELH-BXS*2TR.#DS+C,H-BXR*5U42@T*+30U+C8R,S0@+3\$N,S,S-2!41`T* M*\$5X<&5C=5D(')E='5R;B!O;B!P;&%N(&%S<V5T<RE4:@T*+T8S(#\$@5&8- M"C(U+C`V-#0@,"XP-#<V(%1\$#0I; *%PH,CON.2DM,3(N-BA<*2E=5\$H-"B]& M-"`Q(%1F#0HU+C\$Q.34@+3`N,#0W-B!41`T*6RA<*#(R+C4I+3\$R+C8H7"DI M+3(V.3\$N,2A<*#(P+C@I+3\$R+C8H7"DI751*#0HO1C,@,2!49@T*,3`N,C8R M.2`P+C`T-S8@5\$0-"ELH7"@Q+C4I+3\$R+C4H7"DI751*#0HO1C0@,2!49@T* M-"XQ-#,R("TP+C`T-S8@5\$0-"ELH7"@Q+C,I+3\$R+C4H7"DI+3(R,30N.2A< M*#\$N,"DM,3(N-2A<*2E=5\$H-"BTT-2XR.2`M,2XS,S,U(%1\$#0HH06UO<G1I M>F`T:6]N(&%N9`!O=&AE<BE4:@T*+T8S(#\$@5&8-"C(V+C4Y-S@@,"XP-#<V M(%1\$#0HH-BXR*51J#0HO1C0@,2!49@T*-2XQ,3DU("TP+C`T-S8@5\$0-"ELH M-"XV*2TT,#,V+C,H7"@N-"DM,3(N-"A<*2E=5\$H-"B]&,R`Q(%1F#0HQ,"XR M-C(Y(#`N,#0W-B!41`T**XQ*51J#0HO1C0@,2!49@T*-`XQ-#,R("TP+C`T M-S8@5\$0-"B@N,2E4:@T*150-"C`N-2!`#OHS,S(N,3,@-#`P+C8U(&T-"C,Q M,2XR-2`T,#`N-C4@;`T*,S\$Q+C(U(#0P,"XV-2!M#0HS,3\$N,C4@-#`P+C\$W M(&P-"E,-"C`@1PT*,S\$Q+C(U(#0P,"XQ-R!M#0HS,S(N,3,@-#`P+C\$W(&P- M"C,S,BXQ,R`T,#`N,3<@;0T*,S,R+C\$S(#0P,"XV-2!L#0I3#0HP+C4@1PT* M,S@S+C<S(#0P,"XV-2!M#0HS-C(N.#4@-#`P+C8U(&P-"C,V,BXX-2`T,#`N M-C4@;0T*,S8R+C@U(#0P,"XQ-R!L#0I3#0HP(\$<-"C,V,BXX-2`T,#`N,3<@ M;0T*,S@S+C<S(#0P,"XQ-R!L#0HS.#,N-S,@-#`P+C\$W(&T-"C,X,RXW,R`T M,#`N-C4@;`T*4PT*,`XU(\$<-"C0S-2XS,R`T,#`N-C4@;0T*-#`\$T+C0U(#0P M,"XV-2!L#0HT,30N-#4@-#`P+C8U(&T-"C0Q-"XT-2`T,#`N,3<@;`T*4PT* M,"!`#0HT,30N-#4@-#`P+C\$W(&T-"C0S-2XS,R`T,#`N,3<@;`T*-#`U+C,S M(#0P,"XQ-R!M#0HT,S4N,S,@-#`P+C8U(&P-"E,-"C`N-2!`#0HT.#(N,T,3,@ M-#`P+C8U(&T-"C0V-BXR.2`T,#`N-C4@;`T*-#8V+C(Y(#0P,"XV-2!M#0HT M-C8N,CD@-#`P+C\$W(&P-"E,-"C`@1PT*-#8V+C(Y(#0P,"XQ-R!M#0HT.#(N M,3,@-#`P+C\$W(&P-"C0X,BXQ,R`T,#`N,3<@;0T*-#@R+C\$S(#0P,"XV-2!L M#0I3#0HP+C4@1PT*-3(S+C@Y(#0P,"XV-2!M#0HU,#@N,#4@-#`P+C8U(&P- M"C4P."XP-2`T,#`N-C4@;0T*-3`X+C`U(#0P,"XQ-R!L#0I3#0HP(\$<-"C4P M."XP-2`T,#`N,3<@;0T*-3(S+C@Y(#0P,"XQ-R!L#0HU,C,N.#D@-#`P+C\$W M(&T-"C4R,RXX.2`T,#`N-C4@;`T*4PT*,`XU(\$<-"C4V-2XV-2`T,#`N-C4@ M;0T*-30Y+C@Q(#0P,"XV-2!L#0HU-#DN.#\$@-#`P+C8U(&T-"C4T.2XX,2`T M,#`N,3<@;`T*4PT*,`!`#0HU-#DN.#\$@-#`P+C\$W(&T-"C4V-2XV-2`T,#`N M,3<@;`T*-38U+C8U(#0P,"XQ-R!M#0HU-C4N-C4@-#`P+C8U(&P-"E,-"D)4 M#0HQ,"XP-SD@,"`P(#\$P+C`W.2`U,2XU-R`S.#<N.3,@5&T-"BA.970@<65R M:6]D:6,@8F5N969I="!C;W-T(%PH8W)E9&ET7"DI5&H-"B]&,R`Q(%1F#0HR M-2XR-C0S(#`N,#0W-B!41`T*6R@D*2TX,S,N-2@S+C\$I751*#0HO1C0@,2!4 M9@T*-2XQ,3DU("TP+C`T-S8@5\$0-"ELH)"DM.#,S+C4H,BXR*2TR-3,V+C\$H M)"DM-3`P+C\$H7"@R+C\$I+3\$R+C4H7"DI751*#0HO1C,@,2!49@T*,3`N,C8R M.2`P+C`T-S8@5\$0-"ELH)"DM,S,S+C0H-BXW*5U42@T*+T8T(#\$@5&8-"CON M,30S,B`M,"XP-#<V(%1\$#0I;*`0I+3,S,RXT*#8N-RDM,C`U.2XY*`0I+3,S M,RXT*#8N-2E=5\$H-"D54#0HP+C4@9PT*,S\$Q+C(U(#,X-"XP.2`R,"XX."`M M,BXX."!R90T*9@T*,S8R+C@U(#,X-"XP.2`R,"XX."`M,BXX."!R90T*9@T* M-#`\$T+C0U(#,X-"XP.2`R,"XX."`M,BXX."!R90T*9@T*-#8V+C(Y(#,X-"XP M.2`Q-2XX-"`M,BXX."!R90T*9@T*-3`X+C`U(#,X-"XP.2`Q-2XX-"`M,BXX M."!R90T*9@T*-30Y+C@Q(#,X-"XP.2`Q-2XX-"`M,BXX."!R90T*9@T*0E0- M"B]&,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@,S4T+C,S(%1M#0HP(&<-"BA4 M:#4@0V]M<&%N>2!A;F0@:71S('9E;G1U<F5S(')E86-H960@86=R965M96YT M('=I=&@=&AE(%5N:71E9"!3=&5E;'=O<FME<G,@;V8@06UE<FEC82!O;B!A M(&YE=R!L86)O<B!C;VYT<F%="`I5&H-"C`@+3\$N,3(@5\$0-"BAE9F9E8W1I M=F4@075G=7-T(#\$L(#\$Y.3DN(%1H92!A9W)E96UE;GO@8V]V97)S(&\$@9FEV M92UY96R('!E<FEO9"!A;F0@<'!O=FED97,@9F]R(&EN8W)E87-E9"!P96YS M:6]N(&E;F5F:71S("E4:@T*5"H-"BAC;VYS:7-T96YT('=I=&@=&AE('!A M='1E<FX@;V8@8F5N969I="!I;7!R;W9E;65N=',@;F5G;W1I871E9"!E87)L M:65R(&)Y('!H92!M86IO<B!S=&5E;"!C;VUP86YI97,N(\$S(&\$@<F5S=6QT M*`!T:#4@*51J#0HO1C0@,2!49@T*5"H-"BA#;VUP86Y7#(R,G,@86YN=6\$L M('!E;G-I;VX@97AP96YS92!I;F-R96%S960@)#\$N-R!M:6QL:6]N(&9O<B!P M; &%N(&EM<'!O=F5M96YT<R!C;VUM96YC:6YG(\$%U9W5S="`Q+"`Q.3DY+B`I M5&H-"C`@+3(N,R!41`T**\$N;G5A;"!C;VYT<FEB=71I;VYS('!O('!H92!P M96YS:6]N('!L86YS(&%R92!M861E('=I=&AI;B!I;F-O;64@=&%X(&1E9!5C M=&EB:6QI='D<F5S=')I8W1I;VYS(&EN(&%C8V]R9&%N8V4@=VET:"`I5&H- M"C`@+3\$N,3(@5\$0-"BAS=&%T=71O<GD@<F5G=6QA=&EO;G,N(\$EN('!H92!E M=F5N="!O9B!T97)M:6YA=&EO;BP@=&AE('!P;VYS;W)S(&-O=6QD(&)E(')E M<75I<F5D('!O(&9U;F0@<VAU=&1O=VX@86YD(&5A<FQY("E4:@T*5"H-"BAR M971I<F5M96YT(&)B;&EG871I;VYS('!H:6-H(&%R92!N;W0@:6YC;'5D960@ M:6X@=&AE('!E;G-I;VX@8F5N969I="!O8FQI9V`T:6]N<RX@*51J#0HR,BXX M."`M,BXS(%1\$#0HH-#D@*51J#0I\$`T*96YD<W1R96%M#0IE;F108FH-"C,V

M:@T*+3,S+C`P,S\$@+3\$N,S,S-2!41`T**\$]T:&5R*51J#0H01C,@,2!49@T*
M,C@N,S\$R,B`P+C`T-S8@5\$0-"B@Q-"XW*51J#0H01C0@,2!49@T*-"XQ.3`Y
M("TP+C`T-S8@5\$0-"B@Q."XW*51J#0I%5`T*,"XU(\$<-"COT,BXP-2`U,S`N
M-S,@;OT*-(#T+C4S(#4S,"XW,R!L#0HT,C0N-3,@-3,P+C<S(&T-"C0R-"XU
M,R`U,S`N,C4@;`T*4PT*,"!`#0HT,C0N-3,@-3,P+C(U(&T-"COT,BXP-2`U
M,S`N,C4@;`T*`#OR+C`U(#4S,"XR-2!M#0HT-#(N,#4@-3,P+C<S(&P-"E,-
M"C`N-2!`#0HT.#0N,CD@-3,P+C<S(&T-"COV-BXW-R`U,S`N-S,@;`T*`#8V
M+C<W(#4S,"XW,R!M#0HT-C8N-S<@-3,P+C(U(&P-"E,-"C`@1PT*`#8V+C<W
M(#4S,"XR-2!M#0HT.#0N,CD@-3,P+C(U(&P-"COX-"XR.2`U,S`N,C4@;OT*
M-#@T+C(Y(#4S,"XW,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,34T
M+C4S(#4Q."XP,2!4;OT**%10=&%L(&1E9F5R<F5D('!A>"!A<W-E=',I5&H-
M"B] &,R`Q(%1F#0HR-BXW.#@S(#`N,#0W-B!41`T**#8R+C<I5&H-"B] &-`Q
M(%1F#0HT+C\$Y,#D@+3`N,#0W-B!41`T**#4W+CDI5&H-"BTS-"XP,C<Q("TQ
M+C(Q-#0@5\$0-"BA\$969E<G)E9"!T87@;&EA8FEL:71I97,Z*51J#0H0+C4R
M-"`M,2XS,S,U(%1\$#0HH26YV97-T;65N="!I;B!V96YT=7)E<RE4:@T*+T8S
M(#\$@5&8-"C(X+C,Q,C(@,"XP-#<V(%1\$#0HH,C`N-RE4:@T*+T8T(#\$@5&8-
M"C0N,3DP.2`M,"XP-#<V(%1\$#0HH,C\$N,BE4:@T*+3,R+C4P,S\$@+3\$N,S,S
M-2!41`T**%1R;W!E<G1I97,I5&H-"B] &,R`Q(%1F#0HR."XS,3(R(#`N,#0W
M-B!41`T**#(P+C(I5&H-"B] &-`Q(%1F#0HT+C\$Y,#D@+3`N,#0W-B!41`T*
M*#\$T+C@I5&H-"BTS,BXU,#,Q("TQ+C,S,S4@5\$0-"BA/= &AE<BE4:@T*+T8S
M(#\$@5&8-"C(X+C@Q,C,@,"XP-#<V(%1\$#0HH."XT*51J#0H01C0@,2!49@T*
M-"XQ.3`Y("TP+C`T-S8@5\$0-"B@Y+C(I5&H-"D54#0HP+C4@1PT*`#OR+C`U
M(#0V,2XV,2!M#0HT,C0N-3,@-#8Q+C8Q(&P-"C0R-"XU,R`T-C\$N-C\$@;OT*
M-#(T+C4S(#0V,2XQ,R!L#0I3#0HP(\$<-"C0R-"XU,R`T-C\$N,3,@;OT*`#OR
M+C`U(#0V,2XQ,R!L#0HT-#(N,#4@-#8Q+C\$S(&T-"COT,BXP-2`T-C\$N-C\$@
M;`T*4PT*,"XU(\$<-"COX-"XR.2`T-C\$N-C\$@;OT*`#8V+C<W(#0V,2XV,2!L
M#0HT-C8N-S<@-#8Q+C8Q(&T-"COV-BXW-R`T-C\$N,3,@;`T*4PT*,"!`#0HT
M-C8N-S<@-#8Q+C\$S(&T-"COX-"XR.2`T-C\$N,3,@;`T*`#@T+C(Y(#0V,2XQ
M,R!M#0HT.#0N,CD@-#8Q+C8Q(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W
M.2`Q-30N-3,@-#OX+C@Y(%1M#0HH5]T86P@9&5F97)R960@=&%X(I&86)I
M;&ET:65S*51J#0H01C,@,2!49@T*,C8N-S@X,R`P+C`T-S8@5\$0-"B@T.2XS
M*51J#0H01C0@,2!49@T*-"XQ.3`Y("TP+C`T-S8@5\$0-"B@T-2XR*51J#0I%
M5`T*,"XU(\$<-"COT,BXP-2`T-#4N,#4@;OT*`#(T+C4S(#0T-2XP-2!L#0HT
M,C0N-3,@-#0U+C`U(&T-"C0R-"XU,R`T-#0N-3<@;`T*4PT*,"!`#0HT,C0N
M-3,@-#0T+C4W(&T-"COT,BXP-2`T-#0N-3<@;`T*`#OR+C`U(#0T-"XU-R!M
M#0HT-#(N,#4@-#0U+C`U(&P-"E,-"C`N-2!`#0HT.#0N,CD@-#0U+C`U(&T-
M"COV-BXW-R`T-#4N,#4@;`T*`#8V+C<W(#0T-2XP-2!M#0HT-C8N-S<@-#0T
M+C4W(&P-"E,-"C`@1PT*`#8V+C<W(#0T-"XU-R!M#0HT.#0N,CD@-#0T+C4W
M(&P-"COX-"XR.2`T-#0N-3<@;OT*`#@T+C(Y(#0T-2XP-2!L#0I3#0I"5`T*
M,3`N,#<Y(#`@,"`Q,"XP-SD@,38Y+C@Y(#0S,BXS,R!4;OT**\$YE="!D969E
M<G)E9"!T87@&87-S971S*51J#0H01C,@,2!49@T*,CON-S8T,R`P+C`T-S8@
M5\$0-"B@D,3,N-"E4:@T*+T8T(#\$@5&8-"C0N,3DP.2`M,"XP-#<V(%1\$#0HH
M)#\$R+C<I5&H-"D54#0HP+C4@9PT*`#(T+C4S(#0R."XT.2`Q-RXU,B`M,BXX
M."!R90T*9@T*`#8V+C<W(#0R."XT.2`Q-RXU,B`M,BXX."!R90T*9@T*0E0-
M"C\$R(#`@,"`Q,B`R-2XV-2`S.3@N-S,@5&T-"C`@9PT**%1H92!C;VUP;VYE
M;G1S(&]F('!H92!#;VUP86Y7#(R,G,@<)O=FES:6]N(&90<B!I;F-O;64@
M=&%X97,@87)E(&%S(&90;&QO=W,Z("E4:@T*,3`N-3(@+3\$N,3(@5\$0-"C\$N
M-3\$@5&,"-ELH("DM-C8V,"@*3@P,"@*3(P*`I.#0P*`I,C`H("DX,#`H
M("I,C@P*`@*3<X,"@@"("DR.#`H("E=5\$H-"B] &,B`Q(%1F#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`S,S8N-#4@,S<S+C4S(%1M#0HP(%1C#0HH7"A);B!-:6QL
M:6]N<UPI*51J#0I%5`T*,"XU(\$<-"COV,"XR.2`S-CDN-CD@;OT*,C8T+COU
M(#,V.2XV.2!L#0HR-C0N-#4@,S8Y+C8Y(&T-"C(V-"XT-2`S-CDN,C\$@;`T*
M4PT*,"!`#0HR-C0N-#4@,S8Y+C(Q(&T-"COV,"XR.2`S-CDN,C\$@;`T*`#8P
M+C(Y(#,V.2XR,2!M#0HT-C`N,CD@,S8Y+C8Y(&P-"E,-"D)4#0H01C,@,2!4
M9@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,C@P+C<W(#,U-RXT-2!4;OT**\$Y.3DI
M5&H-"B] &,B`Q(%1F#0HV+C<S.#<@+3`N,#0W-B!41`T*6R@Q.3DX*2TU,3\$Y
M+CDH,3DY-RE=5\$H-"D54#0HP+C4@1PT*,S\$W+C`Q(#,U,RXQ,R!M#0HR-C0N
M-#4@,S4S+C\$S(&P-"C(V-"XT-2`S-3,N,3,@;OT*,C8T+COU(#,U,BXV-2!L
M#0I3#0HP(\$<-"C(V-"XT-2`S-3(N-C4@;OT*,S\$W+C`Q(#,U,BXV-2!L#0HS
M,3<N,#\$@,S4R+C8U(&T-"C,Q-RXP,2`S-3,N,3,@;`T*4PT*,"XU(\$<-"C,X
M."XU,R`S-3,N,3,@;OT*,S(X+C<W(#,U,RXQ,R!L#0HS,C@N-S<@,S4S+C\$S
M(&T-"C,R."XW-R`S-3(N-C4@;`T*4PT*,"!`#0HS,C@N-S<@,S4R+C8U(&T-
M"C,X."XU,R`S-3(N-C4@;`T*,S@X+C4S(#,U,BXV-2!M#0HS.#@N-3,@,S4S
M+C\$S(&P-"E,-"C`N-2!`#0HT-C`N,CD@,S4S+C\$S(&T-"COP,"XU,R`S-3,N
M,3,@;`T*`#P+C4S(#,U,RXQ,R!M#0HT,#`N-3,@,S4R+C8U(&P-"E,-"C`@
M1PT*`#P+C4S(#,U,BXV-2!M#0HT-C`N,CD@,S4R+C8U(&P-"COV,"XR.2`S
M-3(N-C4@;OT*`#8P+C(Y(#,U,RXQ,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@,34Q+C@Y(#,T,"XT,2!4;OT**\$-U<G)E;GOI5&H-"B] &,R`Q(%1F
M#0HQ,BXW,SDS(#`N,#0W-B!41`T*,"XS,S,T(%1C#0I;*`ON*3,S,RXT*#\$I
M751*#0H01C(@,2!49@T*-BXT,#4T("TP+C`T-S8@5\$0-"C`@5&,"-ELH)#\$T
M+C@I+30X-CDN."@D,3\$N.2E=5\$H-"BTQ.2XQ-#0W("TQ+C,S,S4@5\$0-"BA\$
M969E<G)E9"E4:@T*+T8S(#\$@5&8-"C\$S+C(S.30@,"XP-#<V(%1\$#0I;*`PH
M+C(I+3\$R+COH7"DI751*#0H01C(@,2!49@T*-RXP-S(Q("TP+C`T-S8@5\$0-
M"ELH7"@N-"DM,3(N-"A<*2DM-34R-"XW*#4N."E=5\$H-"D54#0HP+C4@1PT*
M,CDV+C\$S(#,R,RXQ,R!M#0HR.#4N,S,@,S(S+C\$S(&P-"C(X-2XS,R`S,C,N
M,3,@;OT*,C@U+C,S(#,R,BXV-2!L#0I3#0HP(\$<-"C(X-2XS,R`S,C(N-C4@
M;OT*,CDV+C\$S(#,R,BXV-2!L#0HR.38N,3,@,S(R+C8U(&T-"C(Y-BXQ,R`S
M,C,N,3,@;`T*4PT*,"XU(\$<-"C,V-RXT,2`S,C,N,3,@;OT*,SOY+C@Y(#,R
M,RXQ,R!L#0HS-#DN.#D@,S(S+C\$S(&T-"C,T.2XX.2`S,C(N-C4@;`T*4PT*
M,"!`#0HS-#DN.#D@,S(R+C8U(&T-"C,V-RXT,2`S,C(N-C4@;`T*,S8W+COQ
M(#,R,BXV-2!M#0HS-C<N-#\$@,S(S+C\$S(&P-"E,-"C`N-2!`#0HT,SDN,3<@
M,S(S+C\$S(&T-"COR,2XV-2`S,C,N,3,@;`T*`#(Q+C8U(#,R,RXQ,R!M#0HT
M,C\$N-C4@,S(R+C8U(&P-"E,-"C`@1PT*`#(Q+C8U(#,R,BXV-2!M#0HT,SDN
M,3<@,S(R+C8U(&P-"C0S.2XQ-R`S,C(N-C4@;OT*`#Y+C\$W(#,R,RXQ,R!L
M#0I3#0I"5`T*+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#(X,"XR.2`S

M,3`N.#D@5&T-"ELH)%PH+C\$I+3\$R+C0H7"DI751*#0HO1C(@,2!49@T*-BXT
M,#4T("TP+C`T-S8@5\$0-"ELH)#\$T+C0I+30X-CDN."@D,3<N-RE=5\$H-"D54
M#OHP+C4@9PT*,C@U+C,S(#,P-BXU-R`Q,"XX("TR+C@X(')E#0IF#0HS-#DN
M.#D@,S`V+C4W(#\$W+C4R("TR+C@X(')E#0IF#0HT,C\$N-C4@,S`V+C4W(#\$W
M+C4R("TR+C@X(')E#0IF#0I"5`T*+T8T(#\$@5&8-"C\$R(#`@,"`Q,B`S,#`N
M,C\$@,C<V+C@Q(%1M#0HP(&<-"B@U,"`I5&H-"D54#0IE;F1S=')E86T-"F5N
M9&]B:@T*,SD@,"!O8FH-"CP\#0HO4!)O8U-E="!;+U!\$1B`05&5X="!="#0HO
M1F]N="`\`T*+T8R(#0@,"!2#0HO1C,@-2`P(%(-"B] &-"`V(#`@4@T*+T8U
M(#\$X(#`@4@T*/CX-"B]%)>'1'4W1A=&4@/#P-"B]`4S\$@-R`P(%(-"CX^#0H^
M/@T*96YD;V)J#0HT,R`P(&]B:@T*/#P-"B],96YG=&@@-S`Y-0T*/CX-"G-T
M<F5A;0T*0E0-"B]&,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.38Q+C`U(%1M
M#0HP(&<-"B]`4S\$@9W,-"C`@5&,-"C`@5`<-"B@@"`@("`@("`@("`@("`@
M("`I5&H-"B] &,R`Q(%1F#0HP("TR+C,V(%1\$#0HH3F]T97,@=&\@0V]N<V]L
M:61A=&5D(\$9I;F%N8VEA;"!3=&%T96UE;G1S*51J#0HO1C(@,2!49@T*,"`M
M,2XQ-B!41`T**\$-L979E;&%N9"U#;&EF9G,@26YC(&%N9"!#;VYS;VQI9&%T
M960@4W5B<VED:6%R:65S("E4:@T*,"`M,BXS(%1\$#0HH26X@,3DY.2P@=&AE
M(\$-0;7!A;GD@;6%D92!A9&1I=&EO;F%L('!A>"!A;F0@:6YT97)E<W0@&%Y
M;65N=",@;V8@)%\$N-2!M:6QL:6]N(')E;&%T960@=&\@9FEN86P<V5T=&QE
M;65N="!O9B!A=61I="`I5&H-"C`@+3\$N,3(@5\$0-"BAI<W-U97,@9F]R('EE
M87)S(#\$Y.3,@86YD(#\$Y.30N(\$EN('!H92!F;W5R=&@@<75A<G1E<B!O9B`Q
M.3DX+"!A(&9A=F]R86)L92!T87@861J=7-T;65N="!O9B`D,RXU(&UI;&QI
M;VX@=&V\$S("E4:@T*5`H-"BAR96-O<F1E9"!!W:&EC:"!P<FEM87)I;`D<CF5Q
M;&5C=&5D('!H92!E>'!E8W1E9"!!O=71C;VUE(&]F('!H92`Q.3DS(&%N9"Q
M.3DT(%U9&ET(&ES<W5E<RX@26X@,3DY-RP@=&AE(\$-0;7!A;GD@*51J#0HO
M1C0@,2!49@T*5`H-"BAM861E(&%D9&ET:6]N86P@=&%X(&%N9"!I;G1E<F5S
M="!P87EM96YT<R!O9B`D,RXS(&UI;&QI;VX@86YD(')E8V]R9&5D(\$@) #4N
M-B!M:6QL:6]N(')E=F5R<V%L(&]F('!R:6]R('EE87)S7#(R,B!T87@*51J
M#0I4@T**&%C8W)U86QS(&EN('E-"1L96UE;G0@;V8@875D:71S(&90<B!Y
M96%R<R`Q.3DQ(&%N9"Q.3DR+B!&;W(@,3DY-RP@=&AE('!R;W9I<VEO;B!F
M;W(@:6YX;VUE('!A>"!I;F-L=61E9"!!!=7-T<F%L:6%N("E4:@T*5`H-"BAF
M961E<F%L(&EN8V]M92!T87AE<R!O9B`D,BXQ(&UI;&QI;VXN("E4:@T*,"`M
M,BXS(%1\$#0HH4F5C;VYC:6QI871I;VX@;V8@=&AE(\$-0;7!A;GE<C(R<R!I
M;F-0;64@=&%X('!O('!H92!T87@861J=&AE(%5N:71E9"!3=&%T97,@<W1A
M="5T;W)Y(')A=&4@9F]L;&]W<SH@*51J#0HX+C\$X("TQ+C\$R(%1\$#0HP+CDU
M(%1C#0I;*`@*2TQ<C<R,"@@("DV,#`H("DM,30P*" `I,S`P*" `I+3(P*" `I
M-S@P*" `I+3(X,"@@*3<P,"@@*2TR,"@@*3<X,"@@*2TR.#`H("E=5\$H-"B] &
M,B`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T,#\$N.3<@-S<Q+C(Q(%1M#0HP
M(%1C#0HH7`A);B!-:6QL:6]N<UPI*51J#0I%5`T*,"XU(\$<-"C`@2B`P(&H@
M,"XR-"!W(#\$P(\$T@6UTP(&0-"C\$@:2`-"C0X."XS-R`W<C<N,S<@;0T*,S8W
M+C8U(#<V-RXS-R!L#0HS-C<N-C4@-S8W+C,W(&T-"C,V-RXV-2`W-C8N.#D@
M;`T*4PT*,"!`#0HS-C<N-C4@-S8V+C@Y(&T-"C0X."XS-R`W-C8N.#D@;`T*
M-#@X+C,W(#<V-BXX.2!M#0HT.#@N,S<@-S8W+C,W(&P-"E,-)D)4#0HO1C,@
M,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S<T+C8Q(#<U-2XQ,R!4;0T**\$Y
M.3DI5&H-"B] &,B`Q(%1F#0HT+C4W,3D@+3`N,#0W-B!41`T*6R@Q.3DX*2TR
M,S\$P+C\$H,3DY-RE=5\$H-"D54#0HP+C4@1PT*-"`Q+COY(#<U,"XX,2!M#0HS
M-C<N-C4@-S4P+C@Q(&P-"C,V-RXV-2`W-3`N.#\$@;0T*,S8W+C8U(#<U,"XS
M,R!L#0I3#0HP(\$<-"C,V-RXV-2`W-3`N,S,@;0T*-"`Q+COY(#<U,"XS,R!L
M#0HT,#\$N-#D@-S4P+C,S(&T-"C0P,2XT.2`W-3`N.#\$@;`T*4PT*,"XU(\$<-
M"C0T-"XY,R`W-3`N.#\$@;0T*-"\$V+C,W(#<U,"XX,2!L#0HT,38N,S<@-S4P
M+C@Q(&T-"COQ-BXS-R`W-3`N,S,@;`T*4PT*,"!`#0HT,38N,S<@-S4P+C,S
M(&T-"C0T-"XY,R`W-3`N,S,@;`T*-"0T+CDS(#<U,"XS,R!M#0HT-#0N.3,@
M-S4P+C@Q(&P-"E,-"C`N-2!`#0HT.#@N,S<@-S4P+C@Q(&T-"C0U.2XX,2`W
M-3`N.#\$@;`T*-"4Y+C@Q(#<U,"XX,2!M#0HT-3DN.#\$@-S4P+C,S(&P-"E,-
M"C`@1PT*-"4Y+C@Q(#<U,"XS,R!M#0HT.#@N,S<@-S4P+C,S(&P-"C0X."XS
M-R`W-3`N,S,@;0T*-"#@X+C,W(#<U,"XX,2!L#0I3#0I"5`T*,3`N,#<Y(#`@
M,"`Q,"XP-SD@,3(S+C@Q(#<S."XP.2!4;0T**%1A>"!A="!S=&%T=71O<GD@
M<F%T92!O9B`S-2!P97)C96YT*51J#0HO1C,@,2!49@T*,CON-#`W,2`P+C`T
M-S8@5\$0-"ELH)DM,S,S+C0H,2XW*5U42@T*+T8R(#\$@5&8-"CON-C\$Y-2`M
M,"XP-#<V(%1\$#0I;*`0R-2XQ*2TR,#8P*"0R-2XT*5U42@T*+3(Y+C`R-C8@
M+3\$N,C\$T-"!41`T**\$EN8W)E87-E(%PH9&5C<F5A<V5<*2!D=64@=&\Z*51J
M#0HQ+COR.#<@+3\$N,S,S-2!41`T**%!E<F-E;G1A9V4@9&5P;&5T:6]N(&EN
M(&5X8V5S<R!O9B!C;W-T(&1E<&QE=&EO;BE4:@T*+T8S(#\$@5&8-"C(S+C0W
M.#0@,"XP-#<V(%1\$#0I;*`PH,2XX*2TQ,BXU*%PI*5U42@T*+T8R(#\$@5&8-
M"CON-S@V,B`M,"XP-#<V(%1\$#0I;*`PH-2XY*2TQ,BXU*%PI*2TR,S@Q+C4H
M7"@T+C(I+3\$R+C4H7"DI751*#0HM,C@N,C8T-B`M,2XS,S,U(%1\$#0HH169F
M96-T(&]F(&90<F5I9VX@=&%X97,I5&H-"B] &,R`Q(%1F#0HR-"XS,3\$X(#`N
M,#0W-B!41`T**XR*51J#0HO1C(@,2!49@T*."XU.38Q("TP+C`T-S8@5\$0-
M"BE@R+C(I5&H-"B] &-"`Q(%1F#0HM,S(N.3`W.2`M,2XS,S,U(%1\$#0HH4`)I
M;W(@>65A<G<-C(R('!A>"!A9&IU<W1M96YT*51J#0HO1C,@,2!49@T*,C,N
M.3<X-2`P+C`T-S8@5\$0-"ELH7"@N,RDM,3(N-"A<*2E=5\$H-"B] &-"`Q(%1F
M#0HT+C(X-C\$@+3`N,#0W-B!41`T*6RA<*#0N-RDM,3(N-2A<*2DM,C,X,2XU
M*%PH-RXS*2TQ,BXU*%PI*5U42@T*+3(X+C(V-#8@+3\$N,S,S-2!41`T**\$]T
M:65R(&ET96US(%PR,C8@;F5T*51J#0HO1C,@,2!49@T*,CON,S\$Q."`P+C`T
M-S8@5\$0-"B@N,2E4:@T*+T8T(#\$@5&8-"CON-#4R."`M,"XP-#<V(%1\$#0I;
M*%PH+C\$I+3\$R+C0H7"DI+3(W,30N.2@Q+C8I751*#0I%5`T*,"XU(\$<-"C,Y
M,"XV.2`V-C@N,C4@;0T*,S<T+C@U(#8V."XR-2!L#0HS-SON.#4@-C8X+C(U
M(&T-"C,W-"XX-2`V-C<N-S<@;`T*4PT*,"!`#0HS-SON.#4@-C8W+C<W(&T-
M"C,Y,"XV.2`V-C<N-S<@;`T*,SDP+C8Y(#8V-RXW-R!M#0HS.3`N-C@N-C8X
M+C(U(&P-"E,-"C`N-2!`#0HT,S@N.3,@-C8X+C(U(&T-"COR,2XT,2`V-C@N
M,C4@;`T*-"#(Q+C@Q(#8V."XR-2!M#0HT,C\$N-#S@-C8W+C<W(&P-"E,-"C`@
M1PT*-"#(Q+C@Q(#8V-RXW-R!M#0HT,S@N.3,@-C8W+C<W(&P-"C0S."XY,R`V
M-C<N-S<@;0T*-"#,X+CDS(#8V."XR-2!L#0I3#0HP+C4@1PT*-"@R+C,W(#8V
M."XR-2!M#0HT-CON.#4@-C8X+C(U(&P-"C0V-"XX-2`V-C@N,C4@;0T*-"#8T
M+C@U(#8V-RXW-R!L#0I3#0HP(\$<-"C0V-"XX-2`V-C<N-S<@;0T*-"#@R+C,W
M(#8V-RXW-R!L#0HT.#(N,S<@-C8W+C<W(&T-"C0X,BXS-R`V-C@N,C4@;`T*

M4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#\$R,RXX,2`V-34N-3,@5&T-"BA)
M;F-O;64@=&%X(&\$X<&5N<V4@7"AC<F5D:71<*2E4:@T*+T8S(#\$@5&8-"C(T
M+COP-S\$@,"XP-#<V(%1\$#0I;*`0I+34P,"XQ*%PH+C\$I+3\$R+C0H7"DI751*
M#0HO1C0@,2!49@T*-"XV,3DU("TP+C`T-S8@5\$0-"ELH)#\$T+C0I+3(P-C`H
M)#\$W+C<I751*#0I%5`T*,"XU(&<-"C,W-"XX-2`V-3\$N-CD@,34N.#0@+3(N
M.#@<F4-"F8-"COR,2XT,2`V-3\$N-CD@,3<N-3(@+3(N.#@<F4-"F8-"D)4#0HO1C4@,2!49@T*
M-"XX-2`V-3\$N-CD@,3<N-3(@+3(N.#@<F4-"F8-"D)4#0HO1C4@,2!49@T*
M,3(@,"`P(#\$R(#(U+C8U(#8R,2XR,2!4;0T*,"!G#0HH3F)T92`Y(%PR,C<@
M1F%I<B!686QU92!09B!T:&4@0V]M<&%N>5PR,C)S(&9I;F%N8VEA;"!I;G-T<G5M
M96YT<R!A="!\$96-E;6)E<B`S,2P@,3DY.2!W97)E(&%S(&9Q;&QO=W,Z("E4
M:@T*-2XX-"`M,2XQ,B!41`T*,"XP,2!48PT*6R@*2TX-C8P*"`I+3\$R,#`H
M("`@("DM.3(P*"`I+3(R,"@*2TQ,C(P*"`I+30V,"@*2TX-#`H("`@("DM
M-C`P*"`I+3\$V,"@*2TQ,C(P*"`I+30X,"@*2TQ,C(P*"`@("`I+38X,"@
M*2TX-C`H("DM,38T,"@*2TX-C`H("DM,3(R,"@("`@*2TV.#`H("DM.#8P
M*"`I+3\$V-#`H("E=5\$H-"B] &,B`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S
M-#(N-#4@-38W+CDS(%1M#0HP(%1C#0HH7"A);B!-:6QL:6]N<UPI*51J#0I%
M5`T*,"XU(\$<-"C4Q-BXT-2`U-C0N,#D@;0T*,C(P+C(Y(#4V-"XP.2!L#0HR
M,C`N,CD@-38T+C`Y(&T-"C(R,"XR.2`U-C,N-C\$@;`T*4PT*,"!`#0HR,C`N
M,CD@-38S+C8Q(&T-"C4Q-BXT-2`U-C,N-C\$@;`T*-3\$V+C0U(#4V,RXV,2!M
M#0HU,38N-#4@-38T+C`Y(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@
M,"`Q,"XP-SD@,C<P+C(Q(#4U,2XX-2!4;0T**#\$Y.3DI5&H-"B] &,B`Q(%1F
M#0HQ-2XU.38W("TP+C`T-S8@5\$0-"B@Q.3DX*51J#0I%5`T*,"XU(\$<-"C,T
M,"XR.2`U-#<N-3,@;0T*,C(P+C(Y(#4T-RXU,R!L#0HR,C`N,CD@-30W+C4S
M(&T-"C(R,"XR.2`U-#<N,#4@;`T*4PT*,"!`#0HR,C`N,CD@-30W+C`U(&T-
M"C,T,"XR.2`U-#<N,#4@;`T*,S0P+C(Y(#4T-RXP-2!M#0HS-#`N,CD@-30W
M+C4S(&P-"E,-"C`N-2!`#0HU,38N-#4@-30W+C4S(&T-"C,U."XR.2`U-#<N
M-3,@;`T*,S4X+C(Y(#4T-RXU,R!M#0HS-3@N,CD@-30W+C`U(&P-"E,-"C`@
M1PT*,S4X+C(Y(#4T-RXP-2!M#0HU,38N-#4@-30W+C`U(&P-"C4Q-BXT-2`U
M-#<N,#4@;0T*-3\$V+C0U(#4T-RXU,R!L#0I3#0I`5`T*+T8S(#\$@5&8-"C\$P
M+C`W.2`P(#`@,3`N,#<Y(#(R."XR,2`U,S4N,CD@5&T-"ELH0V%R<GEI;F<I
M+30W,#`H1BDP+C\$H86ER*5U42@T*+T8R(#\$@5&8-"C\$T+C4Y-C8@+3`N,#0W
M-B!41`T*6RA#87)R>6EN9RDM-S\$X-"XT*9A:7(I751*#0HO1C,@,2!49@T*
M+3\$T+C,U.#4@+3\$N,3DP-B!41`T*+3`N,#`P,2!48PT*6RA!;6]U;G0I+30U
M-S(N-BA6*3`H86QU92E=5\$H-"B] &,B`Q(%1F#0HQ-"XU,#\$T("TP+C`T-S8@
M5\$0-"C`@5&,-"ELH06U=6YT*2TV.3,W+C4H5F%L=64I751*#0I%5`T*,"XU
M(\$<-"C(W-2XW,R`U,3@N-#D@;0T*,C(P+C(Y(#4Q."XT.2!L#0HR,C`N,CD@
M-3\$X+C0Y(&T-"C(R,"XR.2`U,3@N,#\$@;`T*4PT*,"!`#0HR,C`N,CD@-3\$X
M+C`Q(&T-"C(W-2XW,R`U,3@N,#\$@;`T*,C<U+C<S(#4Q."XP,2!M#0HR-S4N
M-S,@-3\$X+C0Y(&P-"E,-"C`N-2!`#0HS-#`N,CD@-3\$X+C0Y(&T-"C,P."XX
M-2`U,3@N-#D@;`T*,S`X+C@U(#4Q."XT.2!M#0HS,#@N.#4@-3\$X+C`Q(&P-
M"E,-"C`@1PT*,S`X+C@U(#4Q."XP,2!M#0HS-#`N,CD@-3\$X+C`Q(&P-"C,T
M,"XR.2`U,3@N,#\$@;0T*,S0P+C(Y(#4Q."XT.2!L#0I3#0HP+C4@1PT*-#(X
M+C,W(#4Q."XT.2!M#0HS-3@N,CD@-3\$X+C0Y(&P-"C,U."XR.2`U,3@N-#D@
M;0T*,S4X+C(Y(#4Q."XP,2!L#0I3#0HP(\$<-"C,U."XR.2`U,3@N,#\$@;0T*
M-#(X+C,W(#4Q."XP,2!L#0HT,C@N,S<@-3\$X+C`Q(&T-"COR."XS-R`U,3@N
M-#D@;`T*4PT*,"XU(\$<-"C4Q-BXT-2`U,3@N-#D@;0T*-#8W+C`Q(#4Q."XT
M.2!L#0HT<C<N,#\$@-3\$X+C0Y(&T-"COV-RXP,2`U,3@N,#\$@;`T*4PT*,"!
M#0HT<C<N,#\$@-3\$X+C`Q(&T-"C4Q-BXT-2`U,3@N,#\$@;`T*-3\$V+C0U(#4Q
M."XP,2!M#0HU,38N-#4@-3\$X+C0Y(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P
M+C`W.2`Y-2XW,R`U,#4N-S<@5&T-"BA#87-H(&%N9)!C87-H(&5Q=6EV86QE
M;G1S*51J#0HO1C,@,2!49@T*,30N-S8S,R`P+C`T-S8@5\$0-"ELH)#8W+C8I
M+30Q,\$\$N-B@D-C<N-BE=5\$H-"B] &,B`Q(%1F#0HQ-"XQ-C@@+3`N,#0W-B!4
M1`T*6R@D,3,P+C,I+34Y.#DH)\$\$S,"XS*5U42@T*+3(X+CDS,3,@+3\$N,S,S
M-2!41`T**\$QO;F<M=&5R;2!I;G9E<W1M96YT<RE4:@T*+T8S(#\$@5&8-"C\$U
M+C<V,S0@,"XP-#<V(%1\$#0I;*`N,2DM-3\$S,2XV*#N-2E=5\$H-"B] &,B`Q
M(%1F#0HQ-"XV-C@Q("TP+C`T-S8@5\$0-"ELH-"XX*2TW-#@Y*#0N."E=5\$H-
M"BTS,"XT,\$\$U("TQ+C,S,S4@5\$0-"BA,;VYG+71E<FT@9&5B="E4:@T*+T8S
M(#\$@5&8-"C\$U+C(V,S0@,"XP-#<V(%1\$#0I;*`N<P+C`I+30V,\$\$N-R@V,RXT
M*5U42@T*+T8R(#\$@5&8-"C\$T+C8V.#\$@+3`N,#0W-B!41`T*6R@W,"XP*2TV
M.3@Y*#<Q+C,I751*#0HO1C0@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#0U,2XW
M-R!4;0T**\$%T(\$1E8V5M8F5R(#,Q+"`Q.3DY(&%N9)`Q.3DX+"!T:&4@0V]M
M<&%N>2!H860@86X@:6YV97-T;65N="!I;B!P=6)L:6-L>2!T<F%#D960@8V]M
M;6]N('`-T;V-K+"!W:71H(&%N("E4:@T*,"`M,2XQ,B!41`T**&]R:6=I;F%L
M(&)A<VES(&]F("OQ,2XU(&UI;&QI;VXL('H=6-H('A<R!R96-O<F1E9"!A
M<R!A(&QO;F<M=&5R;2!I;G9E<W1M96YT(%PH:6YC;'5D960@:6X@3W1H97(@
M07-S971S(%PR,C<@*51J#0I4*#T**\$UI<V-E;&QA;F50=7-<*2!A;F0@8VQA
M<W-I9FEE9"!A<R!A=F%I;&%B;&4M9F]R+7-A;&4N("E4:@T*,"`M,BXS(%1\$
M#0HH5&AE(&9A:7(@=F%L=64@;V8@=&AE(\$-0;7!A;GE<C(R<R!L;VYG+71E
M<FT@9&5B="!W87,@9&5T97)M:6YE9"!B87-E9"!O;B!A(&1<V-O=6YT960@
M8V%\$:"!F;&]W(&%N86QY<VES(&%N9)`I5&H-"C`@+3\$N,3(@5\$0-"BAE<W1I
M;6%T960@8W5R<F5N="!B;W)R;W=I;F<@<F%T97,N("E4:@T*,"`M,BXS(%1\$
M#0HH5&AE(\$-0;7!A;GD@:&%D(\$-A;F%D:6%N(&90<G=A<F0@8W5R<F5N8WD@
M97AC:&%N9V4@8V]N=")A8W1S(&EN('1H92!N;W1I;VYA;"!A;6]U;G0@;V8@
M)#(R+C4@;6EL;&EO;B!A;F0@*51J#0HP("TQ+C\$R(%1\$#0HH)#\$S+C@;6EL
M;&EO;B!A="!\$96-E;6)E<B`S,2P@,3DY.2!A;F0@,3DY."P<@F5S<&5C=&EV
M96QY+B!4:&4@9F%I<B!V86QU92!09B!T:&4@8V]N=")A8W1S+"!W:&EC:"!H
M879E('9A<GEI;F<@*51J#0I4*#T**\$UA='5R:71Y(&1A=&5S(&]F(&QE<W,@
M=&AA;B!T=V5L=F4@;6]N=&AS+"!W97)E(&5S=&EM871E9"!T;R!B92`D+C0@
M;6EL;&EO;B!A;F0@>F5R;RP@<F5S<&5C=&EV96QY+"!B87-E9"!O;B`I5&H-
M"E0J#0HH1&5C96UB97(@,S\$L(#\$Y.3D@86YD(#\$Y.3@@9F]R=V%R9"!R871E
M<RX@*51J#0HR,BXX."`M,BXS(%1\$#0HH-3\$@*51J#0I%5`T*96YD<W1R96%M
M#0IE;F108FH-"COT(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E>'0@
M70T*+T9O;G0@/#P-"B] &,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@-B`P(%(-

M"B] &-2`Q. ``P (% (-CX^#0HO17AT1U-T871E (#P#0HO1U,Q (#<@, " !2#0H^ M/@T*/CX-"F5N9&]B:@T*-#8@, " !08FH-"CP\#0HO3&5N9W1H (#4T-3<-CX^ M#0IS=")E86T-"D)4#0HO1C (@,2!49@T*,3 (@, " `P (#\$R (# (U+C8U (#DV,2XP M-2!4;0T*, " !G#0HO1U,Q (&S#0HP (%1C#0HP (%1W#0HH (" @ (" @ (" @ (" @ M (" @ (" @ *51J#0HO1C, @,2!49@T*, " !M,BXS-B!41`T**\$YO=&5S ('1O (\$-O M;G-O; &ED871E9"! &:6YA;F-I86P@4W1A=&5M96YT<RE4:@T*+T8R (#\$@5&8-M"C`@+3\$N,38@5\$0-"BA#; &5V96QA;F0M0VQI9F9S (\$EN8R!A;F0@0V]N<V]L M:61A=&5D (%-U8G-I9&EA<FEE<R`I5&H-"B] &-2`Q (%1F#0HP ("TR+C,V (%1\$ M#0HH3F]T92`Q, " !<,C (W (%-T;V-K (%!L86YS*51J#0HO1C (@,2!49@T*, " !M M,BXS-" !41`T**%1H92`Q.3DR (\$EN8V5N=&EV92!%<75I="D@4&QA;B!W87, @ M86UE;F1E9"!I;B!-87DL (#\$Y.3D@=&\@875T:&]R:7IE ('1H92!#;VUP86YY M ('1O (&ES<W5E ('5P ('1O (#\$L-S`P+#`P, " `I5&H-"C`@+3\$N,3 (@5\$0-"BA# M;VUM;VX@4VAA<F5S (%PH<')E=FEO=7-L>2`Q+#\$U, "PP, # `@0V]M;6]N (%-H M87)E<UPI ('5P;VX@=&AE (&5X97)C:7-E (&]F (\$]P=&EO;G,@4FEG:'1S+"!A M<R!297-T<FEC=&5D (%-H87)E<RP@*51J#0I4*@T**&EN ('!A>6UE;G0@;V8@ M4&5R9]R;6%N8V4@4VAA<F5S (&]R (%!E<F90<FUA;F-E (%5N:71S ('1H870@ M:&5V92!B965N (&5A<FYE9"P@87,@1&5F97)R960@4VAA<F5S+"!O<B!I;B!P M87EM96YT ("E4:@T*5"H-"BAO9B!D:79I9&5N9"!E<75I="F%L96YT<R!P86ED M (&]N (&%W87)D<R!M861E ('5N9&5R ('1H92!0; &%N+B!3=6-H ('-H87)E<R!M M87D@8F4@<VAA<F5S (&]F (&]R:6=I;F%L (&ES<W5A;F-E+" `I5&H-"E0J#0HH M=")E87-U<GD@<VAA<F5S+"!O<B!A (&-O;6)I;F%T:6]N (&]F (&)O=&@N (%-T M;V-K (&]P=&EO;G,@;6%Y (&]E (&=R86YT960@870@82!P<FEC92!N;W0@; &5S M<R!T:&%N ('1H92!F86ER (&UA<FME="!V86QU92`I5&H-"E0J#0HH;V8@=&AE M ('-T;V-K (&]N ('1H92!D871E ('1H92!O<`1I;VX@:7,@9W)A;G1E9"P@9V5N M97)A;&QY (&%R92!N;W0@<W5B:F5C="!T;R!R92UP<FEC:6YG+"!A;F0@;75S M="!B92!E>&5R8VES86)L92!N;W0@*51J#0I4*@T**&QA=&5R ('1H86XE=&5N M ('EE87)S (&%N9"!O;F4@9&%Y (&%F=&5R ('1H92!D871E (&]F (&=R86YT+B!3 M=&]C:R!A<`!R96-I871I;VX@<FEG:'1S (&UA>2!B92!G<F%N=&5D (&5I=&AE M<B!A="!O<B!A9G1E<B`I5&H-"E0J#0HH=&AE ('!I;64@;V8@82!S=&]C:R!O M<`1I;VX@9W)A;GON (&-O;6UO;B!3:&%R97,@;6%Y (&]E (&%W87)D960@;W (@ M<V]L9"!T;R!C97)T86EN (&5M<&QO>65E<R!W:71H (&1I<W!O<VET:6]N ("E4 M:@T*5"H-"BAR97-T<FEC=&EO;G,@;W9E<B!S<&5C:69I960@<&5R:6]D<RX@ M5&AE (\$-O;7!A;GD@<F5C;W)D960@82!C<F5D:70@;V8@)"XS (&UI;&QI;VX@ M:6X@,3DY.2P@86YD (&5X<&5N<V4@;V8@*51J#0I4*@T**"OR+C4@;6EL;&EO M;B!A;F0@)#,N,"!M:6QL:6]N (&EN (#\$Y.3@&86YD (#\$Y.3<L (')E<W!E8W1I M=F5L>2P@<F5L871I;F<@=&\@;W1H97 (@<W108VLM8F%S960@8V]M<&5N<V%T M:6]N+"!P<FEM87)I;`D@*51J#0I4*@T**'1H92!097)F;W)M86YC92!3:&%R M92!P<F]G<F%N+B`I5&H-"B] &-`Q (%1F#0HP ("TR+C,@5\$0-"BA4:&4@,3DY M-B!.;VYE;7!L;WEE92!\$:7)E8W1O<G<-,C (R (\$-O;7!E;G-A=&EO;B!O; &%N M (&%U=&AO<FEZ97,@=&AE (\$-O;7!A;GD@=&\@:7-S=64@=7`@=&\@-3`L,#`P M (\$-O;6UO;B`I5&H-"C`@+3\$N,3 (@5\$0-"BA3:&%R97,@=&\@;F]N96UP;&]Y M964@1&ER96-T;W)S+B!4:&4@4&QA;B!W87,@86UE;F1E9"!E9F9E8W1E=F4@ M2F%N=6%R>2`Q+"`Q.3DY ('1O ('!R;W9I9&4@9F]R ('1H92!G<F%N="!O9B`R M+#`P, " `I5&H-"E0J#0HH4F5S=")I8W1E9"!3:&%R97,@=&\@;F]N96UP;&]Y M964@1&ER96-T;W)S (&9I<G-T (&5L96-T960@;VX@;W (@869T97 (@2F%N=6%R M>2`Q+"`Q.3DY+"!A;F0@86QS;R!P<F]V:61E<R!T:&%T ("E4:@T*5"H-"BAN M;VYE;7!L;WEE92!\$:7)E8W1O<G,@;75S="!T86ME (&%T (&QE87-T (#0P ('!E M<F-E;G0@;V8@=&AE:7 (@86YN=6%L (')E=&%I;F5R (&EN (\$-O;6UO;B!3:&%R M97,N (%1H92!297-T<FEC=&5D ("E4:@T*5"H-"BA3:&%R97,@=F5S="!F:79E M ('EE87)S (&9R;VT@=&AE (&1A=&4@;V8@87=A<FON ("E4:@T*, " !M,BXS'1\$ M#0HH1D%30B!3=&%T96UE;G0@,3 (S (')E<75I<F5S ('!R;R!F;W)M82!D:7-C M; &]S=7)E (&]F (&YE="!I;F-O;64@86YD (&5A<FYI;F=S ('!E<B!S:&%R92!A M<R!I9B!T:&4@9F%I<B!V86QU92!M971H;V0@*51J#0HP ("TQ+C\$R (%1\$#0HH M9F]R ('9A;`5I;F<@<W108VLE;W!T:6]N<R!H860@8F5E;B!A<`!L:65D+B!4 M:&4@0V]M<&%N>5PR,C)S ('!R;R!F;W)M82!I;F90<FUA=&EO;B!F;VQL;W=S M.B`I5&H-"C\$P+C4R ("TQ+C\$R (%1\$#0HP+C<S (%1C#0I;*" `@*2TQ,C,V,"@@ M ("DU,#`H ("DM.#`H ("DU,#`H ("I,C8P*" `I+34P,"@@*2TR,"@@*2TR,"@@ M*3 (T,"@@*2TU,#`H ("E=5\$H-"B] &,R`Q (%1F#0HQ,"XP-SD@," `P (#\$P+C`W M.2`S,S<N-#\$@-3<Y+C8Y (%1M#0HP (%1C#0HH,3DY.2E4:@T*+T8R (#\$@5&8-M"CON,C@V,2`M,"XP-#<V (%1\$#0I;*\$Y.3@I+3,P,#`N-B@Q.3DW*5U42@T* M150-"C`N-2!`#0HP (\$H@,"!J (#`N,C0@=R`Q,"!- (%M="!D#0HQ (&D@#0HS M-3DN-#D@-3<U+C,W (&T-"C,S-2XT.2`U-S4N,S<@;`T*,S,U+C0Y (#4W-2XS M-R!M#0HS,S4N-#D@-3<T+C@Y (&P-"E,-"C`@1PT*,S,U+C0Y (#4W-"XX.2!M M#0HS-3DN-#D@-3<T+C@Y (&P-"C,U.2XT.2`U-S0N.#D@;0T*,S4Y+C0Y (#4W M-2XS-R!L#0I3#0HP+C4@1PT*-#`Y+C8U (#4W-2XS-R!M#0HS-S\$N-#D@-3<U M+C,W (&P-"C,W,2XT.2`U-S4N,S<@;0T*,S<Q+C0Y (#4W-"XX.2!L#0I3#0HP M (\$<-"C,W,2XT.2`U-S0N.#D@;0T*-#`Y+C8U (#4W-"XX.2!L#0HT,#DN-C4@ M-3<T+C@Y (&T-"COP.2XV-2`U-S4N,S<@;`T*4PT*,`XU (\$<-"COV,"XR.2`U M-S4N,S<@;0T*-# (Q+C@Y (#4W-2XS-R!L#0HT,C\$N.#D@-3<U+C,W (&T-"COR M,2XX.2`U-S0N.#D@;`T*4PT*, " !`#0HT,C\$N.#D@-3<T+C@Y (&T-"COV,"XR M.2`U-S0N.#D@;`T*-#8P+C (Y (#4W-"XX.2!M#0HT-C`N,CD@-3<U+C,W (&P-M"E,-"D)4#0HQ,"XP-SD@," `P (#\$P+C`W.2`Q-3\$N.#D@-38R+C8U (%1M#0HH M3F5T (&EN8V]M92!<*&UI;&QI;VYS7"DI5&H-"B] &,R`Q (%1F#0HQ."XR.#<U M (#`N,#0W-B!41`T**"OS+C\$S5&H-"B] &,B`Q (%1F#0HS+C@U-S4@+3`N,#0W M-B!41`T*6R@D-3<N,BDM,C<W-"XT*"OU-2XP*5U42@T*+3 (R+C\$T-2`M,2XR M,30T (%1\$#0HH16%R;FEN9W,@<&5R ('-H87)E.BE4:@T*,2XQ-C8X ("TQ+C,S M,S4@5\$0-"BA"87-I8RE4:@T*+T8S (#\$@5&8-"C\$W+C\$R,#<@,"XP-#<V (%1\$ M#0HH)"XR."E4:@T*+T8R (#\$@5&8-"C,N.#4W-2`M,"XP-#<V (%1\$#0I;*"OU M+C`Y*2TR-S<T+C0H)#0N.#,I751*#0HM,C`N.3<X,B`M,2XS,S,U (%1\$#0HH M1&EL=71E9"E4:@T*+T8S (#\$@5&8-"C\$W+C\$R,#<@,"XP-#<V (%1\$#0HH)"XR M."E4:@T*+T8R (#\$@5&8-"C,N.#4W-2`M,"XP-#<V (%1\$#0I;*"OU+C`U*2TR M-S<T+C0H)#0N.#,I751*#0HO1C0@,2!49@T*,3 (@, " `P (#\$R (# (U+C8U (#DV,2XP M-BXT,2!4;0T**%1H92!F86ER ('9A;'5E (&]F ('1H97-E (&]P=&EO;G,@=V%S M (&5S=&EM871E9"!A="!T:&4@9&%T92!09B!G<F%N="!U<VEN9R!A (\$)L86-K M+5-C:&]L97,@;W!T:6]N ('!R:6-I;F<@;6]D96P@=VET:" `I5&H-"C`@+3\$N

M, 3 (@5\$0-"BAT: &4@9F]L; &]W: 6YG ('=E: 6=H=&5D+6%V97) A9V4@87-S=6UP
M=&EO; G, @9F]R (#\$Y. 3DL (#\$Y. 3@86YD (#\$Y. 3<Z ("E4:@T*. "XQ. " M, 2XQ
M, B! 41`T*, "XY, 2! 48PT*6R@*2TQ-S`R, "@@ ("DV, #`H ("DM, S (P*`I, S`P
M*`@*38P, "@@*2TS, C`H ("DS, #`H ("I-3@P*`I+3, R, "@@*5U42@T*+T8S
M (#\$@5&8-"C\$P+C`W. 2`P (#`@, 3`N, #<Y (#, V, RXP. 2`T-3<N, #4@5&T-"C`@
M5&, -"B@Q. 3DY*51J#0H01C (@, 2! 49@T*-"XX, S, X ("TP+C`T-S8@5\$0-"ELH
M, 3DY. "DM, C@U-RXW*#\$Y. 3<I751*#0I%5`T*, "XU (\$-<"C, Y, "XT-2`T-3 (N
M-S, @; @T*, S4U+C@Y (#0U, BXW, R! L#0HS-34N. #D@-#4R+C<S (&T-"C, U-2XX
M. 2`T-3 (N, C4@; `T*, SDP+C@U (#0U, BXR-2! M#OHS. 3`N-#4@-#4R+C<S (&P-"E, -
M"C`N-2!`#0HT, SDN, 3<@-#4R+C<S (&T-"C@P-"XV, 2`T-3 (N-S, @; `T*`-#`T
M+C8Q (#0U, BXW, R! M#0HT, #0N-C\$@-#4R+C (U (&P-"E, -"C`@1PT*`-#`T+C8Q
M (#0U, BXR-2! M#0HT, SDN, 3<@-#4R+C (U (&P-"C@S. 2XQ-R`T-3 (N, C4@; @T*
M-# , Y+C\$W (#0U, BXW, R! L#0I3#0HP+C4@1PT*`-#@X+C, W (#0U, BXW, R! M#0HT
M-3, N, S, @-#4R+C<S (&P-"C@U, RXS, R`T-3 (N-S, @; @T*`-#4S+C, S (#0U, BXR
M-2! L#0I3#0HP (\$-<"C@U, RXS, R`T-3 (N, C4@; @T*`-#@X+C, W (#0U, BXR-2! L
M#0HT. #@N, S<@-#4R+C (U (&T-"C@X. "XS-R`T-3 (N-S, @; `T*4PT*0E0-"C\$P
M+C`W. 2`P (#`@, 3`N, #<Y (#\$R, RXX, 2`T-#`N, #@\$5&T-"BA2: 7-K+69R964@
M: 6YT97) E<W@<F%T92E4: @T*+T8S (#\$@5&8-"C (S+C8Y, C<@, "XP-#<V (%1\$
M#0I; *#0N-SDI+3\$R+C (H) 2E=5\$H-"B] &, B`Q (%1F#0HT+C@S, S@+3`N, #0W
M-B! 41`T*6R@U+C@W*2TQ, BXR*`4I+3 (R-C (N-2@V+C`T*2TQ, BXR*`4I751*
M#0HM, C@N-3 (V-2`M, 2XS, S, U (%1\$#0HH1&EV: 61E; F@>6EE; &0I5&H-"B] &
M, R`Q (%1F#0HR, RXV. 3 (W (#`N, #0W-B! 41`T*6R@S+COR*2TQ, BXR*`4I751*
M#0H01C (@, 2! 49@T*-"XX, S, X ("TP+C`T-S8@5\$0-"ELH, RXQ-2DM, 3 (N, B@E
M*2TR, C8R+C4H, BXY-RDM, 3 (N, B@E*5U42@T*+T8T (#\$@5&8-"BTR. "XU, C8U
M ("TQ+C (Q-#0@5\$0-"BA6; VQA=&EL: 71Y (&9A8W10<B!<, C (V (&UA<FME="! P
M<FEC92! 09B! #; VUP86Y7# (R, G, @*51J#0HP ("TQ+C\$Q. 3 (@5\$0-"BAC; VUM
M; VX<@<W108VLI5&H-"B] &, R`Q (%1F#0HR, RXV. 3 (W (#`N, #0W-B! 41`T**XR
M, C, I5&H-"B] &-"`Q (%1F#0HT+C@S, S@+3`N, #0W-B! 41`T*6R@N, C (T*2TS
M, 3`W+C<H+C (R, 2E=5\$H-"BTR. "XU, C8U ("TQ+C, S, S4@5\$0-"BA%>! E8W1E
M9"! L: 69E (&] F (&] P=&EO; G, @7# (R-B! Y96%R<RE4: @T*+T8S (#\$@5&8-"C (S
M+C8Y, C<@, "XP-#<V (%1\$#0HH-BXQ-2E4: @T*+T8T (#\$@5&8-"CON. #, S. "M
M, "XP-#<V (%1\$#0I; *#0N, S\$I+3, Q, #<N-R@T+C, Q*5U42@T*+3 (X+C4R-C4@
M+3\$N, C\$T="! 41`T**%E: 6=H=&5D+6%V97) A9V4@9F%I<B! V86QU92! 09B! O
M<`I I; VYS (&=R86YT960@*51J#0HP ("TQ+C\$Q. 3 (@5\$0-"BAD=7) I; F<@=&AE
M ('EE87 (I5&H-"B] &, R`Q (%1F#0HR, RXQ. 3 (W (#`N, #0W-B! 41`T**"OU+C4R
M*51J#0H01C@, 2! 49@T*-"XX, S, X ("TP+C`T-S8@5\$0-"ELH) #@N-C4I+3 (S
M, #<N-R@D. "XY-"E=5\$H-"B] &, B`Q (%1F#0HQ, B`P (#`@, 3 (@, S`P+C (Q (#, S
M. "XY-R! 4; @T**#4R ("E4: @T*150-"F5N9' -T<F5A; @T*96YD; V) J#0HT-R`P
M (&] B: @T*/#P-"B] O<F] C4V5T (%L@4\$1& "]" 497AT (%T-"B] &; VYT (#P#0HO
M1C (@-"`P (@-"B] &, R`U (#`@4@T*+T8T (#8@, " !2#0H01C4@, 3 (@, " !2#0H
^M/@T*+T5X=\$-3=&@T92` \ / `T*+T=3, 2`W (#`@4@T*/CX-"CX"#0IE; F10FH-
M"C@Y (#`@; V) J#0H \ / `T*+TQE; F=T: " `Y, #8Q#0H^/@T* <W1R96%M#0I"5`T*
M+T8R (#\$@5&8-"C\$R (#`@, " `Q, B`R-2XV-2`Y-C\$N, #4@5&T-"C`@9PT*+T=3
M, 2! G<PT*, " !48PT*, " !4=PT*`"@ ("`@ ("`@ ("`@ ("`@ ("`@ ("E4: @T*+T8S
M (#\$@5&8-"C`@+3 (N, S8@5\$0-"BA. ; W1E<R! T; R! #; VYS; VQI9&%T960@1FEN
M86YC: 6%L (%-T871E; 65N=' , I5&H-"B] &, B`Q (%1F#0HP ("TQ+C\$V (%1\$#0HH
MOVQE=F5L86YD+4-L: 69F<R!); F, @86YD (\$-O; G-O; &ED871E9"! 3=6) S: 61I
M87) I97, @*51J#0HP ("TR+C, @5\$0-"BA#; VUP96YS871I; VX@8V) S=' , @: 6YC
M; *5D960@: 6X@=&AE ('! R; R! F; W) M82! I; F90<FUA=&EO; B! R969L96-T (&9A
M: 7 (@=F%L=65S (&%S<V) C: 6%T960@=VET: " !O<`I I; VYS (&=R86YT960@869T
M97 (@*51J#0HP ("TQ+C\$R (%1\$#0HH2F%N=6%R>2`Q+"`Q. 3DU+B! O<F (@9F] R
M; 6\$@: 6YF; W) M871I; VX@; 6%Y (&YO=" !B92! I; F1I8V%T: 79E (&] F (&9U=' 5R
M92! P<F (@9F] R; 6\$@: 6YF; W) M871I; VX@87! P; &EC86) L92! T; R! F=71U<F4@
M*51J#0I4*@T**&] U=' -T86YD: 6YG (&%W87) D<RX@*51J#0H01C@, 2! 49@T*
M, " `M, BXS (%1\$#0HH4W108VLE; W! T: 6] N+! " !R97-T<FEC=&5D ('-T; V-K (&%W
M87) D+! "A; F0<&5R9F] R; 6%N8V4@<VAA<F4@86-T: 79I=&EE<R! U; F1E<B! T
M: &4@0V] M<&%N>5PR, C) S (%SEN8V5N=&EV92! %<75I=' D@4&QA; G, L ("E4: @T*
M, " `M, 2XQ, B! 41`T**&%N9"! T: &4@3F] N96UP; &] Y964@1&ER96-T; W) S7# (R
M, B! #; VUP96YS871I; VX@4&QA; B! A<F4@<W5M; 6%R: 7IE9"! A<R! F; VQL; W=S
M. B`I5&H-"C (N, S@+3\$N, 3 (@5\$0-"C`N, #@\$5&, -"ELH ("`I+3\$U-S`P*`@
M ("DM, C@X, "@@*2TR, "@@ ("DM, 3 (T, "@@*2TQ-C@P*`I+3\$R-#`H ("`@*2TR
M-#@P*`I+3 (P*`@*2TQ, 3@P*`I+3\$V-#`H ("DM, 3\$X, "@@ ("`I+3 (T. #`H
M ("DM, C`H ("`I+3\$Q. #`H ("DM, 38T, "@@*5U42@T*+T8S (#\$@5&8-"C\$P+C`W
M. 2`P (#`@, 3`N, #<Y (#, Y, BXP-2`W. 3<N, S<@5&T-"C`@5&, -"B@Q. 3DY*51J
M#0H01C (@, 2! 49@T*, 3`N, C@V-R`M, "XP-#<V (%1\$#0I; *\$Y. 3@I+3@R, 34N
M-"@Q. 3DW*5U42@T*150-"C`N-2!`#0HP (\$H@, " !J (#`N, C@@=R`Q, " !- (%M=
M, " !D#0HQ (&D@#0HS-3 (N-3, @-SDS+C`U (&T-"C (U, 2XT. 2`W. 3, N, #4@; `T*
M, C4Q+C@Y (<Y, RXP-2! M#0HR-3\$N-#D@-SDR+C4W (&P-"E, -"C`@1PT*, C4Q
M+C@Y (<Y, BXU-R! M#0HS-3 (N-3, @-SDR+C4W (&P-"C, U, BXU, R`W. 3 (N-3<@
M; @T*, S4R+C4S (#<Y, RXP-2! I#0I3#0HP+C4@1PT*`-#4U+C@Y (#<Y, RXP-2! M
M#OHS-34N. #D@-SDS+C`U (&P-"C, U-2XX. 2`W. 3, N, #4@; @T*, S4U+C@Y (#<Y
M, BXU-R! L#0I3#0HP (\$-<"C, U-2XX. 2`W. 3 (N-3<@; @T*`-#4U+C@Y (#<Y, BXU
M-R! L#0HT-34N-#D@-SDR+C4W (&T-"C@U-2XT. 2`W. 3, N, #4@; `T*4PT*, "XU
M (\$-<"C4U. "XT-2`W. 3, N, #4@; @T*`-#4X+C@U (#<Y, RXP-2! L#0HT-3@N. #4@
M-SDS+C`U (&T-"C@U. "XX-2`W. 3 (N-3<@; `T*4PT*, " !`#0HT-3@N. #4@-SDR
M+C4W (&T-"C4U. "XT-2`W. 3 (N-3<@; `T*`-34X+C@U (<Y, BXU-R! M#0HU-3@N
M-#4@-SDS+C`U (&P-"E, -"D) 4#0H01C, @, 2! 49@T*, 3`N, #<Y (#`@, "XP
M-SD@, S`P+CDS (#<X, "XX, 2! 4; @T**%E: 6=H=&5D+2E4: @T*+T8R (#\$@5&8-
M"C\$P+C, X, 3D@+3`N, #0W-B! 41`T*6RA796EG: '1E9"TI+34Y. 30N-BA796EG
M: '1E9"TI751*#0H01C, @, 2! 49@T*+3DN. 34S, R`M, 2XQ. 3`V (%1\$#0HH079E
M<F%G2E4: @T*+T8R (#\$@5&8-"C\$P+C, X, 3D@+3`N, #0W-B! 41`T*6RA! =F5R
M86=E*2TV. # (X+C4H079E<F%G2E=5\$H-"B] &, R`Q (%1F#0HM, 3`N-#`U. " `M
M, 2XQ. 3`V (%1\$#0HH17AE<F-I<V4I5&H-"B] &, B`Q (%1F#0HQ, "XS-3@Q ("TP
M+C`T-S8@5\$0-"ELH17AE<F-I<V4I+38W-S (N-2A%>&5R8VES92E=5\$H-"B] &

M,R`Q(%1F#0HM,34N,38X,2`M,2XQ.3`V(%1\$#0I;*-H87)E<RDM,C8Q,2XW
M*%!R:6-E*5U42@T*+T8R(#\$5&8-"C\$P+C0W-S(@+3`N,#0W-B!41`T*6RA3
M:&%R97,I+3(W,SDN-2A0<FEC92DM,C<U-2XQ*%-H87)E<RDM,C<S.2XU*%!R
M:6-E*5U42@T*150-"C`N-2!`#0HR.3`N-C\$@-S,Y+C`U(&T-"C(U,2XT.2`W
M,SDN,#4@;`T*,C4Q+C0Y(#<S.2XP-2!M#0HR-3\$N-#D@-S,X+C4W(&P-"E,-
M"C`@1PT*,C4Q+C0Y(#<S."XU-R!M#0HR.3`N-C\$@-S,X+C4W(&P-"C(Y,"XV
M,2`W,S@N-3<@;0T*,CDP+C8Q(#<S.2XP-2!L#0I3#0HP+C4@1PT*,S4R+C4S
M(#<S.2XP-2!M#0HR.3`N.3<@-S,Y+C`U(&P-"C(Y,RXY-R`W,SDN,#4@;0T*
M,CDS+CDW(#<S."XU-R!L#0I3#0HP(\$<-"C(Y,RXY-R`W,S@N-3<@;0T*,S4R
M+C4S(#<S."XU-R!L#0I3#0HS-3(N-3,@-S,X+C4W(&T-"C,U,BXU,R`W,SDN,#4@
M;`T*4PT*,"XU(\$<-"C,Y-2XP,2`W,SDN,#4@;0T*,S4U+C@Y(#<S.2XP-2!L
M#0HS-34N.#D@-S,Y+C`U(&T-"C,U-2XX.2`W,S@N-3<@;`T*4PT*,"!`#0HS
M-34N.#D@-S,X+C4W(&T-"C,Y-2XP,2`W,S@N-3<@;`T*,SDU+C`Q(#<S."XU
M-R!M#0HS.34N,#\$@-S,Y+C`U(&P-"E,-"C`N-2!`#0HT-34N-#D@-S,Y+C`U
M(&T-"C,Y."XS-R`W,SDN,#4@;`T*,SDX+C,W(#<S.2XP-2!M#0HS.3@N,S<@
M-S,X+C4W(&P-"E,-"C`@1PT*,SDX+C,W(#<S."XU-R!M#0HT-34N-#D@-S,X
M+C4W(&P-"C0U-2XT.2`W,S@N-3<@;0T*-#4U+C0Y(#<S.2XP-2!L#0I3#0HP
M+C4@1PT*-#DW+CDW(#<S.2XP-2!M#0HT-3@N.#4@-S,Y+C`U(&P-"C0U."XX
M-2`W,SDN,#4@;0T*-#4X+C@U(#<S."XU-R!L#0I3#0HP(\$<-"C0U."XX-2`W
M,S@N-3<@;0T*-#DW+CDW(#<S."XU-R!L#0HT.3<N.3<@-S,X+C4W(&T-"C0Y
M-RXY-R`W,SDN,#4@;`T*4PT*,"XU(\$<-"C4U."XT-2`W,SDN,#4@;0T*-3`Q
M+C,S(#<S.2XP-2!L#0HU,#\$N,S,@-S,Y+C`U(&T-"C4P,2XS,R`W,S@N-3<@
M;`T*4PT*,"!`#0HU,#\$N,S,@-S,X+C4W(&T-"C4U."XT-2`W,S@N-3<@;`T*
M-34X+C0U(#<S."XU-R!M#0HU-3@N-#4@-S,Y+C`U(&P-"E,-"D)4#0HQ,"XP
M-SD@,"`P(#\$P+C`W.2`U,RXW,R`W,C<N-3,@5&T-"BA3=&]C:R!O<`I!;VYS
M.BE4:@T*,"XS,#DV("TQ+C,S,S4@5\$0-"BA/<`I!;VYS(&]U="T86YD:6YG
M(&%T(&)E9VEN;FEN9R!O9B!Y96%R*51J#0HO1C,@,2!49@T*,3DN-C(P.2`P
M+C`T-S8@5\$0-"ELH,SOV+#<T,BDM,3DT,2XR*0T,2XP-"E=5\$H-"B]&,B`Q
M(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH,C4R+#8R-2DM,3@V.2XX*"0S
M.2XP,"DM,C,T-2XX*#\$U-RPT,C4I+3\$X-CDN."@D,S4N.3DI751*#0HM,CDN
M.3<Y("TQ+C,S,S4@5\$0-"BA'<F%N=&5D(&1U<FEN9R!T:&4@>65A<BE4:@T*
M+T8S(#\$5&8-"C\$Y+C8R,#D@,"XP-#<V(%1\$#0I;*#OU-"PQ-3`I+3(T-#N
M,R@U."XX."E=5\$H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH
M,3(X+#0U,"DM,C,V.2XX*#0T+C4V*2TR,S0U+C@H,3S+#+DU,"DM,C,V.2XX
M*#0S+C,X*5U42@T*+3(Y+CDW.2`M,2XS,S,U(%1\$#0HH17AE<F-I<V5D*51J
M#0HO1C,@,2!49@T*,C`N,C@W-B`P+C`T-S8@5\$0-"ELH7`@V+#<U,"DM,3(N
M-RA<2DM,C`Y-2XX*#(Q+CDX*5U42@T*+T8R(#\$5&8-"CDN.#4X,2`M,"XP
M-#<V(%1\$#0I;*#PH,3@L-C\$V*2TQ,BXX*%PI*2TR,#(T+COH,SON.38I+3,P
M,3(N-BA<*#L,#`P*2TQ,BXW*%PI*2TR,#(T+COH,C\$N-3(I751*#0HM,S`N
M,30U-R`M,2XS,S,U(%1\$#0HH0V#N8V5L;&5D*51J#0HO1C,@,2!49@T*,3DN
M-S@W-B`P+C`T-S8@5\$0-"ELH7`@Q.2PY,#`I+3\$R+C@H7`DI+3(P.34N."@T
M,RXY."E=5\$H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH7`@Q
M-2PW,3<I+3\$R+C@H7`DI+3(P,C0N-"@T-"XR-BDM,C4Q,BXU*%PH,38L-S4P
M*2TQ,BXX*%PI*2TR,#(T+COH-#N.34I751*#0I%5`T*,"XU(\$<-"C(X-RXR
M-2`V-CDN.3,@;0T*,C4T+C8Q(#8V.2XY,R!L#0HR-30N-C\$@-C8Y+CDS(&T-
M"C(U-"XV,2`V-CDN-#4@;`T*4PT*,"!`#0HR-30N-C\$@-C8Y+C0U(&T-"C(X
M-RXR-2`V-CDN-#4@;`T*,C@W+C(U(#8V.2XT-2!M#0HR.#<N,C4@-C8Y+CDS
M(&P-"E,-"C`N-2!`#0HS.3\$N-C4@-C8Y+CDS(&T-"C,U.2XP,2`V-CDN.3,@
M;`T*,S4Y+C`Q(#8V.2XY,R!M#0HS-3DN,#\$@-C8Y+C0U(&P-"E,-"C`@1PT*
M,S4Y+C`Q(#8V.2XT-2!M#0HS.3\$N-C4@-C8Y+C0U(&P-"C,Y,2XV-2`V-CDN
M-#4@;0T*,SDQ+C8U(#8V.2XY,R!L#0I3#0HP+C4@1PT*-#DT+C8Q(#8V.2XY
M,R!M#0HT-C\$N.3<@-C8Y+CDS(&P-"C0V,2XY-R`V-CDN.3,@;0T*-#8Q+CDW
M(#8V.2XT-2!L#0I3#0HP(\$<-"C0V,2XY-R`V-CDN-#4@;0T*-#DT+C8Q(#8V
M.2XT-2!L#0HT.30N-C\$@-C8Y+C0U(&T-"C0Y-"XV,2`V-CDN.3,@;`T*4PT*
M0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#4V+C@U(#8U-RXR,2!4;0T**\$]P=&EO
M;G,@;W5T<W1A;F1I;F<@870@96YD(&]F('EE87(I5&H-"B]&,R`Q(%1F#0HQ
M.2XV,C`Y(#`N,#0W-B!41`T*6R@W-S0L,C0R*2TR-#0Q+C,H-3\$N-3DI751*
M#0HO1C(@,2!49@T*,3`N,S4X,2`M,"XP-#<V(%1\$#0I;*#T-BPW-#(I+3(S
M-CDN."@T,2XP-"DM,C,T-2XX*#(U,BPV,C4I+3(S-CDN."@S.2XP,"E=5\$H-
M"BTR.2XY-SD@+3\$N,S,S-2!41`T**\$]P=&EO;G,@97AE<F-I<V%B;&4@870@
M96YD(&]F('EE87(I5&H-"B]&,R`Q(%1F#0HQ.2XV,C`Y(#`N,#0W-B!41`T*
M6R@R,C\$L,3(V*2TR-#0Q+C,H,SDN.3`I751*#0HO1C(@,2!49@T*,3`N,S4X
M,2`M,"XP-#<V(%1\$#0I;*#S\$S."PV,#DI+3(S-CDN."@S-BXR,BDM,C@T-2XY
M*#DV+#DR-2DM,C,V.2XW*#,Q+C\$P*5U42@T*+3,P+C(X.#8@+3\$N,C\$T-"!4
M1`T**%)E<W1R:6-T960@87=A<F1S.BE4:@T*,"XS,#DV("TQ+C,S,S4@5\$0-
M"BA!=\$R9&5D(&%N9"!R97-T<FEC=&5D(&%T(&)E9VEN;FEN9R!O9B!Y96%R
M*51J#0HO1C,@,2!49@T*,C`N,3(Q(#`N,#0W-B!41`T**#4R+#(Y-BE4:@T*
M+T8R(#\$5&8-"C\$P+C,U.#\$@+3`N,#0W-B!41`T*6R@T.2PT-#DI+3<T-C4N
M-2@S.2PV-C4I751*#0HM,S`N-#<Y,2`M,2XS,S,U(%1\$#0HH07=A<F1E9"!D
M=7)I;F<@=&AE('EE87(I5&H-"B]&,R`Q(%1F#0HR,"XV,C\$@,"XP-#<V(%1\$
M#0HH-"PP,#`I5&H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH
M-2PP,#`I+3<T-C4N-"@Q,RPR,#`I751*#0HM,S`N.3<Y,2`M,2XS,S,U(%1\$
M#0HH5F5S=&5D*51J#0HO1C,@,2!49@T*,C`N,C@W-B`P+C`T-S8@5\$0-"ELH
M7`@S+#`W,RDM,3(N-RA<*2E=5\$H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T
M-S8@5\$0-"C`N,#`P,2!48PT*6RA<*#(L,34S*2TQ,BXV*%PI*2TX,#0X+C<H
M7`@X,39<*2E=5\$H-"BTS,"XV-#4X("TQ+C(Q-#0@5\$0-"C`@5&,-"BA#86YC
M96QL960I5&H-"COP+C@V,2`P(%1\$#0I;*#PH,BPV,#`I+3\$R+C@H7`DI751*
M#0I%5`T*,"XU(\$<-"C(X-RXR-2`U-S4N,3,@;0T*,C4T+C8Q(#4W-2XQ,R!L
M#0HR-30N-C\$@-3<U+C\$S(&T-"C(U-"XV,2`U-S0N-C4@;`T*4PT*,"!`#0HR
M-30N-C\$@-3<T+C8U(&T-"C(X-RXR-2`U-S0N-C4@;`T*,C@W+C(U(#4W-"XV
M-2!M#0HR.#<N,C4@-3<U+C\$S(&P-"E,-"C`N-2!`#0HS.3\$N-C4@-3<U+C\$S
M(&T-"C,U.2XP,2`U-S4N,3,@;`T*,S4Y+C`Q(#4W-2XQ,R!M#0HS-3DN,#\$@
M-3<T+C8U(&P-"E,-"C`@1PT*,S4Y+C`Q(#4W-"XV-2!M#0HS.3\$N-C4@-3<T
M+C8U(&P-"C,Y,2XV-2`U-S0N-C4@;0T*,SDQ+C8U(#4W-2XQ,R!L#0I3#0HP
M+C4@1PT*-#DT+C8Q(#4W-2XQ,R!M#0HT-C\$N.3<@-3<U+C\$S(&P-"C0V,2XY

M-R`U-S4N,3,@;0T*-#8Q+CDW(#4W-"XV-2!L#0I3#0HP(\$<-"COV,2XY-R`U
M-S0N-C4@;0T*-#DT+C8Q(#4W-"XV-2!L#0HT.30N-C\$@-3<T+C8U(&T-"COY
M-"XV,2`U-S4N,3,@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#4V+C@U
M(#4V,BXT,2!4;0T**\$%W87)D960@86YD(')E<W1R:6-T960@870@96YD(&]F
M('EE87(I5&H-"B]&,R`Q(%1F#0HR,"XQ,C\$@,"XP-#<V(%1\$#0HH-3,L,C(S
M*51J#0HO1C(@,2!49@T*,3`N,S4X,2`M,"XP-#<V(%1\$#0I;*#4R+#(Y-BDM
M-S0V-2XU*#0Y+#0T.2E=5\$H-"BTS,"XW.#@V("TQ+C(Q-#0@5\$0-"BA097)F
M;W)M86YC921S:&%R97,Z*51J#0HP+C,P.38@+3\$N,S,S-2!41`T**\$%L;&]C
M871E9"!A="!B96=I;FYI;F<@;V8@>65A<BE4:@T*+T8S(#\$@5&8-"C\$Y+C8R
M,#D@,"XP-#<V(%1\$#0HH,3<V+`#U,"E4:@T*+T8R(#\$@5&8-"C\$P+C,U.#\$@
M+3`N,#0W-B!41`T*6R@Q-C\$L,#`P*2TV.38U+C4H,30U+#\$V-RE=5\$H-"BTR
M.2XY-SD@+3\$N,S,S-2!41`T**\$%L;&]C871E9"!D=7)I;F<@=&AE('EE87(I
M5&H-"B]&,R`Q(%1F#0HR,"XQ,C\$@,"XP-#<V(%1\$#0HH-CDL-#<R*51J#0HO
M1C(@,2!49@T*,3`N,S4X,2`M,"XP-#<V(%1\$#0I;*#<S+#4U-"DM-S0V-2XU
M*#8S+#\$R-BE=5\$H-"BTS,"XT-SDQ("TQ+C,S,S4@5\$0-"BA)<W-U960I5&H-
M"B]&,&R`Q(%1F#0HQ.2XW.#<V(#`N,#0W-B!41`T*6RA<*#4Y+#8W,BDM,3(N
M."A<*2E=5\$H-"B]&,B`Q(%1F#0HQ,"XS-3@Q("TP+C`T-S8@5\$0-"ELH7"@U
M."PU,#0I+3\$R+C@H7"DI+38W.#8N-RA<*#0U+#(Y,RDM,3(N."A<*2E=5\$H-
M"BTS,"XQ-#4W("TQ+C,S,S4@5\$0-"BA&W)F96ET960O8V%8N8V5L;&5D*51J
M#0HO1C,@,2!49@T*,3DN-S@W-B`P+C`T-S8@5\$0-"ELH7"@T.2PQ,#\$I+3\$R
M+C@H7"DI751*#0HO1C(@,2!49@T*,C\$N,#<S-"`M,"XP-#<V(%1\$#0I;*%PH
M,BPP,#`I+3\$R+C<H7"DI751*#0I%5`T*,"XU(\$<-"C(X-RXR-2`T.3(N-3<@
M;0T*,C4T+C8Q(#0Y,BXU-R!L#0HR-30N-C\$@-#DR+C4W(&T-"C(U-"XV,2`T
M.3(N,#D@;`T*4PT*,"!`#0HR-30N-C\$@-#DR+C`Y(&T-"C(X-RXR-2`T.3(N
M,#D@;`T*,C@W+C(U(#0Y,BXP.2!M#0HR.#<N,C4@-#DR+C4W(&P-"E,-"C`N
M-2!`#0HS.3\$N-C4@-#DR+C4W(&T-"C,U.2XP,2`T.3(N-3<@;`T*,S4Y+C`Q
M(#0Y,BXU-R!M#0HS-3DN,#\$@-#DR+C`Y(&P-"E,-"C`@1PT*,S4Y+C`Q(#0Y
M,BXP.2!M#0HS.3\$N-C4@-#DR+C`Y(&P-"C,Y,2XV-2`T.3(N,#D@;0T*,SDQ
M+C8U(#0Y,BXU-R!L#0I3#0HP+C4@1PT*-*DT+C8Q(#0Y,BXU-R!M#0HT-C\$N
M.3<@-#DR+C4W(&P-"COV,2XY-R`T.3(N-3<@;0T*-#8Q+CDW(#0Y,BXP.2!L
M#0I3#0HP(\$<-"COV,2XY-R`T.3(N,#D@;0T*-#DT+C8Q(#0Y,BXP.2!L#0HT
M.30N-C\$@-#DR+C`Y(&T-"COY-"XV,2`T.3(N-3<@;`T*4PT*0E0-"C\$P+C`W
M.2`P(#`@,3`N,#<Y(#4V+C@U(#0W.2XX-2!4;0T**\$%L;&]C871E9"!A="!E
M;F0@;V8@>65A<BE4:@T*+T8S(#\$@5&8-"C\$Y+C8R,#D@,"XP-#<V(%1\$#0HH
M,3,V+#<T.2E4:@T*+T8R(#\$@5&8-"C\$P+C,U.#\$@+3`N,#0W-B!41`T*6R@Q
M-S8L,#4P*2TV.38U+C4H,38Q+#`P,"E=5\$H-"BTS,"XR.#@V("TQ+C(Q-#0@
M5\$0-"BA297%U:7)E9"!R971A:6YE<B!A;F0@=F]L=6YT87)Y('H87)E<SHI
M5&H-"C`N,S`Y-B`M,2XS,S,U(%1\$#0HH07=A<FLE9"!A="!B96=I;FYI;F<@
M;V8@>65A<BE4:@T*+T8S(#\$@5&8-"C(P+C8R,2`P+C`T-S8@5\$0-"B@V+#8T
M.2E4:@T*+T8R(#\$@5&8-"C\$P+C,U.#\$@+3`N,#0W-B!41`T*6R@T+#4T."DM
M-SDV-2XT*#,L,34P*5U42@T*+3,P+CDW.3\$@+3\$N,S,S-2!41`T**\$%W87)D
M960@9!5R:6YG('!H92!Y96%R*51J#0HO1C,@,2!49@T*,C`N,3(Q(#`N,#0W
M-B!41`T**\$%P+#(U-2E4:@T*+T8R(#\$@5&8-"C\$P+C@U.#(@+3`N,#0W-B!4
M1`T*6R@V+#8T.2DM-SDV-2XT*#0L-30P*5U42@T*+3,P+CDW.3\$@+3\$N,S,S
M-2!41`T**\$%S<W5E9"E4:@T*+T8S(#\$@5&8-"C(P+C(X-S@8,"XP-#<V(%1\$
M#0I;*%PH-BPY,COI+3\$R+C<H7"DI751*#0HO1C(@,2!49@T*,3`N,S4X,2`M
M,"XP-#<V(%1\$#0I;*%PH-"PU-#@I+3\$R+C<H7"DI+3<R.#8N."A<*#,L,30R
M*2TQ,BXW*%PI*5U42@T*150-"C`N-2!`#0HR.#<N,C4@-#(S+C0U(&T-"C(U
M-"XV,2`T,C,N-#4@;`T*,C4T+C8Q(#0R,RXT-2!M#0HR-30N-C\$@-#(R+CDW
M(&P-"E,-"C`@1PT*,C4T+C8Q(#0R,BXY-R!M#0HR.#<N,C4@-#(R+CDW(&P-
M"C(X-RXR-2`T,C(N.3<@;0T*,C@W+C(U(#0R,RXT-2!L#0I3#0HP+C4@1PT*
M,SDQ+C8U(#0R,RXT-2!M#0HS-3DN,#\$@-#(S+C0U(&P-"C,U.2XP,2`T,C,N
M-#4@;0T*,S4Y+C`Q(#0R,BXY-R!L#0I3#0HP(\$<-"C,U.2XP,2`T,C(N.3<@
M;0T*,SDQ+C8U(#0R,BXY-R!L#0HS.3\$N-C4@-#(R+CDW(&T-"C,Y,2XV-2`T
M,C,N-#4@;`T*4PT*,"XU(\$<-"COY-"XV,2`T,C,N-#4@;0T*-#8Q+CDW(#0R
M,RXT-2!L#0HT-C\$N.3<@-#(S+C0U(&T-"COV,2XY-R`T,C(N.3<@;`T*4PT*
M,"!`#0HT-C\$N.3<@-#(R+CDW(&T-"COY-"XV,2`T,C(N.3<@;`T*-#DT+C8Q
M(#0R,BXY-R!M#0HT.30N-C\$@-#(S+C0U(&P-"E,-"D)4#0HQ,"XP-SD@,"`P
M(#\$P+C`W.2`U-BXX-2`T,3`N-S,@5&T-"BA!=V%R9&5D(&%T(&5N9"!O9B!Y
M96%R*51J#0HO1C,@,2!49@T*,C`N-C(Q(#`N,#0W-B!41`T**#DL.3@P*51J
M#0HO1C(@,2!49@T*,3`N,S4X,2`M,"XP-#<V(%1\$#0I;*#8L-C0Y*2TW.38U
M+C@H-"PU-#@I751*#0HM,S\$N,C@X-R`M,2XR,30T(%1\$#0HH4F5S97)V960@
M9F]R(&9U='5R92!G<F%N=',@;W(@87=A<F1S(&%T(&5N9"!O9B!I5&H-"C`@
M+3\$N,3\$Y,B!41`T**EE87(I5&H-"B]&,&R`Q(%1F#0HQ.2XY,S`U(#`N,#0W
M-B!41`T**#8P,2PX,C@I5&H-"B]&,&B`Q(%1F#0HQ,"XS-3@Q("TP+C`T-S8@
M5\$0-"ELH-3(P+##P-"DM-CDV-2XU*#<Q."PV-#`I751*#0HO1C0@,2!49@T*
M,3(@,"`P(\$R(#(U+C8U(#,V,"XP.2!4;0T**\$5X97)C:7-E('!R:6-E<R!F
M;W(@;W!T:6]N<R!O=71S=&%N9&EN9R!A<R!O9B!\$96-E;6)E<B`S,2P@,3DY
M.2!R86YG960@9G)O;2`D,C`N,3(@=&%@)#<U+C@P+!"!W:71H(#DS('!E<F-E
M;G0@;V8@*51J#0HP("TQ+C\$R(%1\$#0HH;W!T:6]N<R!O=71S=&%N9&EN9R!H
M879I;F<@97AE<F-I<V4@<`)I8V5S(&=R96%T97(@=&AA;B`D-#N,#`N(%1H
M92!W96EG:'!E9"UA=F5R86=E(')E;6%I;FEN9R!C;VY<F%C='5A;"!L:69E
M(&]F("E4:@T*5`H-"BAO<'!I;VYS(&]U='-T86YD:6YG(&ES(#<N.2!Y96%R
M<R!A="!\$96-E;6)E<B`S,2P@,3DY.2X@*51J#0HR,BXX."`M,BXS(%1\$#0HH
M-3,@*51J#0I%5`T*96YD<W1R96%M#0IE;F108FH-"C4P(#`@;V)J#0H`\`T*
M+U!R;V-3970@6R]01\$8@+U1E>`0@70T*+T90;G0@/#P-"B]&,&B`T(#`@4@T*
M+T8S(#4@,"!2#0HO1C@-B`P(#(-"CX^#0HO17AT1U-T871E(#P\#0HO1U,Q
M(#<@,"!2#0H^/T*/CX-"F5N9&]B:@T*-3(@,"!O8FH-"C\#0HO3&5N9W1H
M(#4T,C\$-"CX^#0IS=')E86T-"D)4#0HO1C(@,2!49@T*,3(@,"`P(\$R(#(U
M+C8U(#DV,2XP-2!4;0T*,"!#0HO1U,Q(&=S#0HP(%1C#0HP(%1W#0HH("`@
M("`@("`@("`@)`@`@*51J#0HO1C,@,2!49@T*,`M,BXS-B!41`T**\$YO
M=&5S('!O(\$-0;G-0;&ED871E9"!&:6YA;F-I86P@4W1A=&5M96YT<RE4:@T*
M+T8R(#\$@5&8-"C`@+3\$N,38@5\$0-"BA#;&5V96QA;FOM0VQI9F9S(\$EN8R!A
M;F0@0V]N<V]L:61A=&5D(%-U8G-I9&EA<FEE<R`I5&H-"B]&-2`Q(%1F#0HP
M("TR+C,V(%1\$#0HH3F]T92`Q,2!<,C(W(%-H87)E:&]L9&5R<UPR,C(@17%U

M:71Y*51J#0HO1C0@,2!49@T*,``M,BXS-"!41`T**5N9&5R('1H92!#;VUP
M86YY7#(R,G,@<VAA<F4@<'5R8VAA<V4@<FEG:'1S(%PH7#(R,U)I9VAT<UPR
M,C1<*2!P;&%N+"!A(%)I9VAT(&ES(&%T=&%C:&5D('1O(&5A8V@@;V8@=&AE
M(\$-O;7!A;GE<C(R<R!#;VUM;VX@*51J#0HP("TQ+C&SR(%1\$#0HH4VAA<F5S
M(&J)U="T86YD:6YG(&R('U8G-E<75E;G1L>2!I<W-U960L('=H:6-H(&5N
M=&ET;&S('1H92!H;VQD97(@=&@8G5Y(&9R;VT@=&AE(\$-O;7!A;GD@;VYE
M+6AU;F1R961T:"!O9B`I5&H-"E0J#0HH;VYE(%PH+C`Q7"D0V]M;6]N(%-H
M87)E(&%T(&%N(&5X97)C:7-E(!R:6-E(!E<B!W:&]L92!S:&%R92!O9B`D
M,38P+C`P+B!4:&4@4FEG:'1S(&5X<&ER92!O;B!397!T96UB97(@,3DL(#P
M, #<@*51J#0I4*@T**&%N9"!A<F4@;F]T(&5X97)C:7-A8FQE('5N=&EL('1H
M92!O8V-U<G)E;F-E(&J)F(&-E<G1A:6X@=")I9V=E<FEN9R!E=F5N=',L('=H
M:6-H(&EN8VQU9&4@=&AE(&%C<75I<VET:6]N(&J)F+"!O<B!T96YD97(@*51J
M#0I4*@T**&]R(&5X8VAA;F=E(&J)F9F5R(&9O<BP@,C`@<&5R8V5N="!O<B!M
M;W)E(&J)F('1H92!#;VUP86YY7#(R,G,@0V]M;6]N(%-H87)E<RX@5&AE<F4@
M87)E(&%P<')O>&EM871E;'D@,38X+#`P,``I5&H-"E0J#0HH0V]M;6]N(%-H
M87)E<R!R97-E<G9E9"!F;W(@=&AE<V4@4FEG:'1S+B!4:&4@0V]M<&%N>2!I
M<R!E;G1I=&QE9"!T;R!R961E96T@=&AE(%)I9VAT<R!A="!O;F4@8V5N="!P
M97(@4FEG:'0@=7!O;B`I5&H-"E0J#0HH=&AE(&J)C8W5R<F5N8V4@;V8@8V5R
M=&%I;B!E=F5N=',N("E4:@T*,``M,BXS(%1\$#0HH26X@,3DY.2!A;F0@,3DY
M."P@=&AE(\$-O;7!A;GD@<'5R8VAA<V5D("XV(&UI;&QI;VX@86YD("XR(&UI
M;&QI;VX@<VAA<F5S(&J)F(&ET<R!#;VUM;VX@4VAA<F5S(&%T(&\$@8V]S="!O
M9B`I5&H-"C`@+3\$N,3(@5\$0-"B@D,3<N,B!M:6QL:6]N(&%N9`D,3\$N-2!M
M:6QL:6]N+"!R97-P96-T:79E;'DN(%1H<F]U9V@01&5C96UB97(@,S\$L(#\$Y
M.3DL('1H92!#;VUP86YY(&AA<R!P=7)C:&%S960@,2XW('H87)E<R`I5&H-
M"E0J#0HH=6YD97(@:71S(&%U=&AO<FEZ871I;VX@=&@<F5P=7)C:&%S92!U
M<`!T;R`R+C`@;6EL;&EO;B!#;VUM;VX@4VAA<F5S+B!4:&4@<VAA<F5S('=I
M;&P@:6YI=&EA;&QY(&E(')E=&%I;F5D(&%S("E4:@T*5"H-"BA4<F5A<W5R
M>2!3=&]C:RX@*51J#0HO1C4@,2!49@T*,``M,BXS-B!41`T**\$YO=&4@,3(@
M7#(R-R!%87)N:6YG<R!097(@4VAA<F4I5&H-"B] & B`Q(%1F#0HP("TR+C,T
M(%1\$#0HH5&AE(&9O;&QO=VEN9R!T86)L92!S=6UM87)I>F5S('1H92!#;VUP
M=71A=&EO;B!O9B!B87-I8R!A;F0@9&EL=71E9"!E87)N:6YG<R!P97(@<VAA
M<F4N("E4:@T*."XQ."M,2XQ,B!41`T*, "XU-R!48PT*6R@0*34V,"@*2TQ
M-3(R,"@*34V,"@*30P,"@*2TV-C`H("I+3\$R,C`H("I+38V,"@*2TT
M,#`H("DM,3(R,"@@"("DM-C8P*"I751*#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S
M-#N-S,@-C,R+C(U(%1M#0HP(%1C#0HH7"A);B!-:6QL:6]N<RP@17AC97!T
M(%!E<B!3:&%R95PI*51J#0I%5`T*, "XU(\$<-"C`@2B`P(&@H,"XR-"!W(#\$P
M(\$T@6UTP(@&-C\$@:2`-"COX."XS-R`V,C@N-#\$@;0T*,S(R+C4S(#8R."XT
M,2!L#0HS,C(N-3,@-C(X+C0Q(&T-"C,R,BXU,R`V,C<N.3,@;`T*4PT*,"!`
M#0HS,C(N-3,@-C(W+CDS(&T-"COX."XS-R`V,C<N.3,@;`T*`#@X+C,W(#8R
M-RXY,R!M#0HT.#@N,S<@-C(X+C0Q(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@,S(X+C@W(#8Q-BXQ-R!4;0T**\$Y.3DI5&H-"B] &
M,B`Q(%1F#0HV+C&ST,S0@+3`N,#0W-B!41`T*6R@Q.3DX*2TT-C&Y+C@H,3DY
M-RE=5\$H-"D54#0HP+C4@1PT*,S4T+CDS(#8Q,2XX-2!M#0HS,C(N-3,@-C\$Q
M+C@U(&P-"C,R,BXU,R`V,3\$N.#4@;0T*,S(R+C4S(#8Q,2XS-R!L#0I3#0HP
M(\$<-"C,R,BXU,R`V,3\$N,S<@;0T*,S4T+CDS(#8Q,2XS-R!L#0HS-30N.3,@
M-C\$Q+C,W(&T-"C,U-"XY,R`V,3\$N.#4@;`T*4PT*,"XU(\$<-"COR,2XV-2`V
M,3\$N.#4@;0T*,S<Y+C8U(#8Q,2XX-2!L#0HS-SDN-C4@-C\$Q+C@U(&T-"C,W
M.2XV-2`V,3\$N,S<@;`T*4PT*,"!`#0HS-SDN-C4@-C\$Q+C,W(&T-"COR,2XV
M-2`V,3\$N,S<@;`T*`-(#C8U(#8Q,2XS-R!M#0HT,C\$N-C4@-C\$Q+C@U(&P-
M"E,-"C`N-2!`#0HT.#@N,S<@-C\$Q+C@U(&T-"COT-BXS-R`V,3\$N.#4@;`T*
M-#0V+C,W(#8Q,2XX-2!M#0HT-#8N,S<@-C\$Q+C,W(&P-"E,-"C`@1PT*`-#0V
M+C,W(#8Q,2XS-R!M#0HT.#@N,S<@-C\$Q+C,W(&P-"COX."XS-R`V,3\$N,S<@
M;0T*`-#@X+C,W(#8Q,2XX-2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@
M,3(S+C@Q(#4Y.2XQ,R!4;0T**\$YE="!I;F-O;64I5&H-"B] & R`Q(%1F#0HQ
M.2XW,38R(#`N,#0W-B!41`T*6R@D*2TU,#`N,2@T+C@I751*#0HO1C(@,2!4
M9@T*-BXQ-#,T("TP+C`T-S8@5\$0-"ELH)#4W+C0I+30S-CDN-R@D-30N.2E=
M5\$H-"BTR-2XX-3DV("TQ+C,S,S4@5\$0-"BA"87-I8R!W96EG:'1E9"UA=F5R
M86=E('H87)E<RE4:@T*+T8S(#\$@5&8-"C(P+C(Q-C(@,"XP-#<V(%1\$#0HH
M,3\$N,2E4:@T*+T8R(#\$@5&8-"C8N,30S-"`M,"XP-#<V(%1\$#0I;*\$#Q+C(I
M+30X-CDN."@Q,2XT*5U42@T*+3(V+C,U.3<@+3\$N,C&T-"!41`T**\$5F9F5C
M="!O9B!D:6QU=&EV92!S:&%R97,Z*51J#0HP+C,P.38@+3\$N,C&T-"!41`T*
M6RA3=&]C:R!O<`I1;VYS+W!E<F9O<FUA;F-E('H87)E<RDM,3,T.3@N-"@N
M,2DM-3@V.2XW*"XQ*5U42@T*150-"C`N-2!`#0HS-#4N,#D@-34W+C,W(&T-
M"C,R-RXU-R`U-3<N,S<@;`T*,S(W+C4W(#4U-RXS-R!M#0HS,C<N-3<@-34V
M+C@Y(&P-"E,-"C`@1PT*,S(W+C4W(#4U-BXX.2!M#0HS-#4N,#D@-34V+C@Y
M(&P-"C,T-2XP.2`U-38N.#D@;0T*,S0U+C`Y(#4U-RXS-R!L#0I3#0HP+C4@
M1PT*`-#`W+C`Q(#4U-RXS-R!M#0HS.#DN-#D@-34W+C,W(&P-"C,X.2XT.2`U
M-3<N,S<@;0T*,S@Y+C0Y(#4U-BXX.2!L#0I3#0HP(\$<-"C,X.2XT.2`U-38N
M.#D@;0T*`-#`W+C`Q(#4U-BXX.2!L#0HT,#<N,#\$@-34V+C@Y(&T-"COP-RXP
M,2`U-3<N,S<@;`T*4PT*,"XU(\$<-"COW,RXW,R`U-3<N,S<@;0T*`-#4V+C(Q
M(#4U-RXS-R!L#0HT-38N,C\$@-34W+C,W(&T-"COW,RXW,R`U-38N.#D@;`T*
M4PT*,"!`#0HT-38N,C\$@-34V+C@Y(&T-"COW,RXW,R`U-38N.#D@;`T*`-#<S
M+C<S(#4U-BXX.2!M#0HT-S,N-S,@-34W+C,W(&P-"E,-"D)4#0HQ,"XP-SD@
M,"`P(#\$P+C`W.2`Q,C,N.#\$@-30T+C8U(%1M#0HH1&EL=71E9"!W96EG:'1E
M9"UA=F5R86=E('H87)E<RE4:@T*+T8S(#\$@5&8-"C(P+C(Q-C(@,"XP-#<V
M(%1\$#0HH,3\$N,2E4:@T*+T8R(#\$@5&8-"C8N,30S-"`M,"XP-#<V(%1\$#0I;
M*#\$Q+C,I+30X-CDN."@Q,2XU*5U42@T*150-"C`N-2!G#0HS,C<N-3<@-30P
M+C@Q(#\$W+C4R("TR+C@X(')E#0IF#0HS.#DN-#D@-30P+C@Q(#\$W+C4R("TR
M+C@X(')E#0IF#0HT-38N,C\$@-30P+C@Q(#\$W+C4R("TR+C@X(')E#0IF#0I"
M5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,3(S+C@Q(#4R-2XV.2!4;0T*,"!G#0HH
M0F\$S:6,@96%R;FEN9W,@<&5R('H87)E*51J#0HO1C,@,2!49@T*,3DN-S\$V
M,B`P+C`T-S8@5\$0-"ELH)"DM-3`P+C\$H+C0S*5U42@T*+T8R(#\$@5&8-"C8N
M,30S-"`M,"XP-#<V(%1\$#0I;*"0U+C\$P*2TT,S8Y+C<H)#0N.#,I751*#0I%
M5`T*,"XU(\$<-"C,R-RXU-R`U,C\$N.#4@,3<N-3(@+3(N.#@<F4-"F8-"C,X
M.2XT.2`U,C\$N.#4@,3<N-3(@+3(N.#@<F4-"F8-"COU-BXR,2`U,C\$N.#4@

M,3<N-3 (@+3 (N.#@@<F4-"F8-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`Q,C,N
M.#\$@-3`V+C<S(%1M#0HP(&<-"BAS:6QU=&5D(&5A<FYI;F=S('!E<B!S:&%R
M92E4:@T*+T8S(#\$5&8-"C\$Y+C<Q-C(@,"XP-#<V(%1\$#0I;*`0I+34P,"XQ
M*`XT,RE=5\$H-"B) & ,B`Q(%1F#0HV+C\$T,S0@+3`N,#OW-B!41`T*6R@D-2XP
M-BDM-#,V.2XW*`0T+C@P*5U42@T*150-"C`N-2!G#0HS,C<N-3<@-3`R+C@Y
M(#\$W+C4R("TR+C@X(')E#0IF#0HS.#DN-#D@-3`R+C@Y(#\$W+C4R("TR+C@X
M(')E#0IF#0HT-38N,C\$@-3`R+C@Y(#\$W+C4R("TR+C@X(')E#0IF#0I"5`T*
M+T8U(#\$5&8-"C\$R(#`@,"`Q,B`R-2XV-2`T-S(N-#\$5&T-"C`@9PT**\$YO
M=&4@,3,@7#(R-B)!#;VYT:6YG96YC:65S*51J#0HO1C(@,2!49@T*,"`M,BXS
M-"!41`T**%1H92!#;VUP86YY(&%N9"!I=,@=F5N="5R97,@87)E('!E<FEO
M9&EC86QL>2!I;G9O;'9E9"!I;B!L:71I9V\$T:6]N(&EN8VED96YT86P@=&\@
M=&AE:7(@;W!E<F\$T:6]N<RX@36%N86=E;65N="`I5&H-"B) & -"Q(%1F#0HP
M("TQ+C\$R(%1\$#0HH8F5L:65V97,@=&AA="!A;GD@<5N9&EN9R!L:71I9V\$T
M:6]N('=I; &F@;F]T(')E<W5L="!I;B!A(&UA=&5R:6%L(&QI86)I; &ET>2!I
M;B!R96QA=&EO;B!T;R!T:&4@0V]M<&%N>5PR,C)S(&-O;G-O; &ED871E9"`I
M5&H-"EOJ#0HH9FEN86YC:6%L('T871E;65N=' ,N("E4:@T*,"`M,BXS(%1\$
M#0HH4F]U9V4@26YD=7-T<FEE<RP@26YC+BP@82!M86IO<B!C<7-T;VUE<B!O
M9B!T:&4@0V]M<&%N>2P@:6YC=7)R960@86X@97AT96YD960@<VU=&10=VX@
M;V8@:71S(&)L87-T(&9U<FYA8V5S(&1U92`I5&H-"C`@+3\$N,3(@5\$0-"BAT
M;R!A(#\$Y.3D@97AP;&]S:6]N(&%T('1H92!P;W=E<B!G96YE<F\$T:6YG(&9A
M8VEL:71Y('1H870@<W5P<&QI97,@4F]U9V4L(')E<W5L=&EN9R!I;B!A(&QO
M<W,@;V8@<&5L; &5T('A; &5S(&)Y('1H92`I5&H-"EOJ#0HH0V]M<&%N>2!T
M;R!2;W5G92!09B!O=F5R(&]N92!M:6QL:6]N('1O;G,N(%1H92!#;VUP86YY
M(&ES('!U<G-U:6YG(&\$@8G5S:6YE<W,@:6YT97)R=7!T:6]N(&-L86EM('5N
M9&5R(&ET<R`I5&H-"EOJ#0HH<`)O<&5R='D@:6YS=7)A;F-E('!R;V=R86T@
M=&\@;6ET:6=A=&4@=&AE(&5A<FYI;F=S(&EM<&%C="!09B!T:&4@;&]S="!S
M86QE<RX@5&AE(\$-O;7!A;GD@=VEL;"!R96-O<F0@=&AE(&A:6X@*51J#0I4
M*`T**=-H96X@=&AE(&EN<W5R86YC92!R96-O=F5R>2!I<R!D965M960@<`)O
M8F%B;&4N("E4:@T*,C(N.#@@+3(N,R!41`T**#4T("E4:@T*150-"F5N9"-T
M<F5A;0T*96YD;V]J#0HU,R`P(&]B:@T*/#P-"B]0<F]C4V5T(%L04\$1&("]4
M97AT(%T-"B] & ;VYT(#P\#0HO1C(@-"`P(%(-"B] & ,R`U(#`@4@T*+T8T(#8@
M,"!2#0HO1C4@,3@,"!2#0H^/@T*+T5X=\$=3=&%T92`\`T*+T=3,2`W(#`@
M4@T*/CX-"CX^#0IE;F108FH-"C4T(#`@;V]J#0H\`T*+U1Y<&4@+TAA; &9T
M;VYE#0HO2&%L9G1O;F54>7!E(#\$-"B] (86QF=&]N94YA;64@*51E9F\$U;`0I
M#0HO1G)E<75E;F-Y(#8P#0HO06YG;&4@-#4-"B]3<&]T1G5N8W1I;VX@+U)O
M=6YD#0H^/@T*96YD;V]J#0HW(#`@;V]J#0H\`T*+U1Y<&4@+T5X=\$=3=&%T
M90T*+U-!(&9A;'-E#0HO3U`@9F%L<V4-"B] (5`O1&5F875L="T*/CX-"F5N
M9&]B:@T*-"`P(&]B:@T*/#P-"B]4>7!E("] & ;VYT#0HO4W5B='EP92`O5`EP
M93\$-"B].86UE("] & ,@T*+T)A<V5&;VYT("]4:6UE<RU2;VUA;@T*/CX-"F5N
M9&]B:@T*-"2`P(&]B:@T*/#P-"B]4>7!E("] & ;VYT#0HO4W5B='EP92`O5`EP
M93\$-"B].86UE("] & ,PT*+T)A<V5&;VYT("]4:6UE<RU";VQD#0H^/@T*96YD
M;V]J#0HV(#`@;V]J#0H\`T*+U1Y<&4@+T9O;GO-"B]3=6)T>7!E("]4>7!E
M,0T*+TYA;64@+T8T#0HO16YC;V1I;F<@-34@,"!2#0HO0F\$S949O;G0@+U1I
M;65S+5)O;6%N#0H^/@T*96YD;V]J#0HQ."`P(&]B:@T*/#P-"B]4>7!E("] &
M;VYT#0HO4W5B='EP92`O5`EP93\$-"B].86UE("] & -0T*+T5N8V]D:6YG(#4U
M(#`@4@T*+T)A<V5&;VYT("]4:6UE<RU";VQD#0H^/@T*96YD;V]J#0HU-2`P
M(&]B:@T*/#P-"B]4>7!E("] &;F-O9&EN9PT*+T1I9F9E<F5N8V5S(%L@,"]G
M<F%V92]A8W5T92]C:7)C=6UF;&5X+W1I;&1E+VUA8W)O;B]B<F5V92]D;W1A
M8V-E;G009&EE<F5S:7,"-B]R:6YG+V-E9&EL;&\$O:'5N9V%R=6UL875T+V]G
M;VYE:R]C87)O;B]D;W1L97-S:2]F:2]F;T*+TQS;&%S:"]L<VQA<V@06F-A
M<F]N+WIC87)O;B]M:6YU<R`S.2]Q=6]T97-I;F=L92`Y-B]G<F%V92`Q,S`O
M<75O=&5S:6YG;&)A<V4-"B]F; &]R:6XO<75O=&5D8FQB87-E+V5L; &EP<VES
M+V1A9V=E<B]D86=G97)D8FP08VER8W5M9FQE>"]P97)T: &]U<V%N9"]38V%R
M;VX-"B]G=6EL<VEN9VQL969T+T]%(#\$T-2]Q=6]T96QE9G00<75O=&5R:6=H
M="]Q=6]T961B; &QE9G00<75O=&5D8FQR:6=H="]B=6QL970096YD87-H#0HO
M96UD87-H+W1I; &1E+W1R861E;6%R;R]S8V%R;VX09W5I;`-I;F=L<FEG:'0O
M;V4@,34Y+UED:65R97-I<R`Q-C008W5R<F5N8WD-"B`Q-C808G)O:V5N8F%R
M(#\$V."]D:65R97-I<R]C;W!Y<FEG:'0O;W)D9F5M:6YI;F4@,3<R+VQ09VEC
M86QN;W0O:'EP:&5N+W)E9VES=&5R9600;6%<F]N#0HO9&5G<F5E+W!L=7-M
M:6YU<R]T=V]S=7!E<FEO<B]T:')E97-U<&5R:6]R+V%C=7!E+VUU(#\$X,R]P
M97)I;V1C96YT97)E9"]C961I; &QA#0HO;VYE<W5P97)I;W(O;W)D;6%S8W5L
M:6YE(#\$X."]O;F5Q=6%R=&5R+V]N96AA; &80=&AR965Q=6%R=&5R<R`Q.3(O
M06=R879E+T%A8W5T92]!8VER8W5M9FQE>`T*+T%T:6QD92]!9&EE<F5S:7,O
M07)I;F<O04400V-E9&EL; &\$016=R879E+T5A8W5T92]8VER8W5M9FQE>`T*
M+T5D:65R97-I<R]9)A=F4026%C=7!E+TEC:7)C=6UF; &5X+TED:65R97-I
M<R]%(#&O3G1I; &1E+T]G<F%V90T*+T]A8W5T92]/8VER8W5M9FQE>"]/=&EL
M9&403V1I97)E<VES+VUU;'1I<&QY+T]S; &%S:"]59W)A=F4056%C=7!E#0HO
M56-I<F-U;69L97@0561I97)E<VES+UEA8W5T92]4: &]R;B]G97)M86YD8FQS
M+V%G<F%V92]A86-U=&4086-I<F-U;69L97@-"B]A=&EL9&40861I97)E<VES
M+V%R:6YG+V%E+V-C961I; &QA+V5G<F%V92]E86-U=&4096-I<F-U;69L97@-
M"B]E9&EE<F5S:7,O:6=R879E+VEA8W5T92]I8VER8W5M9FQE>"I9&EE<F5S
M:7,O971H+VYT:6QD92]O9)A=F4-"B]086-U=&40;V-I<F-U;69L97@;W1I
M; &1E+V]D:65R97-I<R]D:79I9&4O;W-L87-H+W5G<F%V92]U86-U=&4-"B]U
M8VER8W5M9FQE>"I]U9&EE<F5S:7,O>6%<C=7!E+W1H;W)N+WED:65R97-I<PT*
M70T*/CX-"F5N9&]B:@T*,2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R
M96YT(#@@,"!2#0HO4F5S;W5R8V5S(#,@,"!2#0HO0V]N=&5N=' ,@,B`P(%(-
M"CX^#0IE;F108FH-"CD@,"!08FH-"CP\#0HO5`EP92`O4&%G90T*+U!A<F5N
M="`X(#`@4@T*+U)E<V]U<F-E<R`Q,2`P(%(-"B]#;VYT96YT<R`Q,"`P(%(-
M"CX^#0IE;F108FH-"C\$R(#`@;V]J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E
M;G0@."`P(%(-"B]297-O=7)C97,@,30@,"!2#0HO0V]N=&5N=' ,@,3,@,"!2
M#0H^/@T*96YD;V]J#0HQ-2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO4&%R
M96YT(#@@,"!2#0HO4F5S;W5R8V5S(#\$W(#`@4@T*+T-O;G1E;G1S(#\$V(#`@
M4@T*/CX-"F5N9&]B:@T*,3D@,"!08FH-"CP\#0HO5`EP92`O4&%G90T*+U!A
M<F5N="`X(#`@4@T*+U)E<V]U<F-E<R`R,2`P(%(-"B]#;VYT96YT<R`R,"`P
M(%(-"CX^#0IE;F108FH-"C(R(#`@;V]J#0H\`T*+U1Y<&4@+U!A9V4-"B]0

M87)E;G0@."`P(%(-"B]297-O=7)C97,@,C0@,"!2#0HO0V]N=&5N=',@,C,@
M,"!2#0H^/@T*96YD;V)J#0HR-2`P(&]B:@T*/#P-"B]4>7!E("]086=E#0HO
M4&%R96YT(@@,"!2#0HO4F5S;W5R8V5S(#W(#`@4@T*+T-O;G1E;G1S(#V
M(#`@4@T*/CX-"F5N9&]B:@T*,C@@"!08FH-"CP\#0HO5'EP92`O4&%G90T*
M+U!A<F5N="`X(#`@4@T*+U)E<V]U<F-E<R`S,"`P(%(-"B]#;VYT96YT<R`R
M.2`P(%(-"CX^#0IE;F108FH-"C,Q(#`@;V)J#0H/\`T*+U1Y<&4@+U!A9V4-
M"B]087)E;G0@."`P(%(-"B]297-O=7)C97,@,S,@,"!2#0HO0V]N=&5N=',@
M,S(@,"!2#0H^/@T*96YD;V)J#0HS-"`P(&]B:@T*/#P-"B]4>7!E("]086=E
M#0HO4&%R96YT(@@,"!2#0HO4F5S;W5R8V5S(#,V(#`@4@T*+T-O;G1E;G1S
M(#,U(#`@4@T*/CX-"F5N9&]B:@T*,S<@,"!08FH-"CP\#0HO5'EP92`O4&%G
M90T*+U!A<F5N="`T,2`P(%(-"B]297-O=7)C97,@,SD@,"!2#0HO0V]N=&5N
M=",@,S@@"!2#0H^/@T*96YD;V)J#0HT,B`P(&]B:@T*/#P-"B]4>7!E("]0
M86=E#0HO4&%R96YT(#0Q(#`@4@T*+U)E<V]U<F-E<R`T-"`P(%(-"B]#;VYT
M96YT<R`T,R`P(%(-"CX^#0IE;F108FH-"COU(#`@;V)J#0H/\`T*+U1Y<&4@
M+U!A9V4-"B]087)E;G0@-#S@,"!2#0HO4F5S;W5R8V5S(#0W(#`@4@T*+T-O
M;G1E;G1S(#0V(#`@4@T*/CX-"F5N9&]B:@T*-"#@@"!08FH-"CP\#0HO5'EP
M92`O4&%G90T*+U!A<F5N="`T,2`P(%(-"B]297-O=7)C97,@-3`@,"!2#0HO
MOV]N=&5N=",@-#D@,"!2#0H^/@T*96YD;V)J#0HU,2`P(&]B:@T*/#P-"B]4
M>7!E("]086=E#0HO4&%R96YT(#0Q(#`@4@T*+U)E<V]U<F-E<R`U,R`P(%(-
M"B]#;VYT96YT<R`U,B`P(%(-"CX^#0IE;F108FH-"C@@"!08FH-"CP\#0HO
M5'EP92`O4&%G97,-"B]"+:61S(%LQ(#`@4B`Y(#`@4B`Q,B`P(%(@,34@,"!2
M(#\$Y(#`@4B`R,B`P(%(@,C4@,"!2(#X(#`@4B`S,2`P(%(@,S0@,"!270T*
M+T-O=6YT(#\$P#0HO4&%R96YT(#0P(#`@4@T*/CX-"F5N9&]B:@T*-"#S@,"!0
M8FH-"CP\#0HO5'EP92`O4&%G97,-"B]"+:61S(%LS-R`P(%(@-#(@,"!2(#0U
M(#`@4B`T."`P(%(@-3\$@,"!270T*+T-O=6YT(#4-"B]087)E;G0@-#`@,"!2
M#0H^/@T*96YD;V)J#0HT,"`P(&]B:@T*/#P-"B]4>7!E("]086=E<PT*+TMI
M9',@6S@@"!2(#0Q(#`@4B!="#0HO0V]U;G0@,34-"B]-961I84)O>"!;,"`P
M(#8Q,B`Q,#`X70T*/CX-"F5N9&]B:@T*-"38@,"!08FH-"CP\#0HO5'EP92`O
MOV%T86QO9PT*+U!A9V5S(#0P(#`@4@T*/CX-"F5N9&]B:@T*-"3<@,"!08FH-
M"CP\#0HO0W)E871I;VY\$871E("A\$.C\$Y,3`P,#,Q-C\$V,3(T,2D-"B]O<F]D
M=6-E<B`H7#,W-EPS-S=<,#`P05PP,#!C7#`P,#')<,#`P;UPP,#!B7#`P,&%<
M,#`P=%PP,#`@7#`P,\$1<,#`P:5PP,#!S7#`P,'1<,#`P:5PP,#!L7#`P,&Q<
M,#`P95PP,#!R7#`P,"!<,#`P,UPP,#`N7#`P,#!<,#`P,BD-"CX^#0IE;F10
M8FH-"GAR968-"C`@-3@-"C`P,#`P,#`P,#`@-C4U,S4@9@T*,#`P,#`P-S-C4S
M,"`P,#`P,"!N#0HP,#`P,#`P,#\$W(#`P,#`P(&X-"C`P,#`P,#0R,S<@,#`P
M,#`@;@T*,#`P,#\$P-#@U-B`P,#`P,"!N#0HP,#`P,3`T.30V(#`P,#`P(&X-
M"C`P,#`Q,#4P,S4@,#`P,#`@;@T*,#`P,#\$P-#<W-R`P,#`P,"!N#0HP,#`P
M,3`W.#DV(#`P,#`P(&X-"C`P,#`Q,#8V,3@@,#`P,#`@;@T*,#`P,#`P-#,#V
M-"`P,#`P,"!N#0HP,#`P,#`X-#0V(#`P,#`P(&X-"C`P,#`Q,#8W,#@@,#`P
M,#`@;@T*,#`P,#`P.#4W-"`P,#`P,"!N#0HP,#`P,#\$Q,S,U(#`P,#`P(&X-
M"C`P,#`Q,#8W.3D@,#`P,#`@;@T*,#`P,#`Q,30V,R`P,#`P,"!N#0HP,#`P
M,#\$W-30V(#`P,#`P(&X-"C`P,#`Q,#4Q-#,@,#`P,#`@;@T*,#`P,#\$P-C@Y
M,"`P,#`P,"!N#0HP,#`P,#\$W-C@V(#`P,#`P(&X-"C`P,#`P,C(Q,C\$@,#`P
M,#`@;@T*,#`P,#\$P-CDX,2`P,#`P,"!N#0HP,#`P,#(R,COY(#`P,#`P(&X-
M"C`P,#`P,C<R,S4@,#`P,#`@;@T*,#`P,#\$P-S`W,B`P,#`P,"!N#0HP,#`P
M,#(W,S8S(#`P,#`P(&X-"C`P,#`P-#(Y,3@@,#`P,#`@;@T*,#`P,#\$P-S\$V
M,R`P,#`P,"!N#0HP,#`P,#0S,#4X(#`P,#`P(&X-"C`P,#`P-#DQ,3`@,#`P
M,#`@;@T*,#`P,#\$P-S(U-"`P,#`P,"!N#0HP,#`P,#OY,C4P(#`P,#`P(&X-
M"C`P,#`P-30P,3,@,#`P,#`@;@T*,#`P,#\$P-S,T-2`P,#`P,"!N#0HP,#`P
M,#4T,34S(#`P,#`P(&X-"C`P,#`P-C@W-3@@,#`P,#`@;@T*,#`P,#\$P-S0S
M-B`P,#`P,"!N#0HP,#`P,#8X.#@V(#`P,#`P(&X-"C`P,#`P-S8V.#8@,#`P
M,#`@;@T*,#`P,#\$P.#\$T.2`P,#`P,"!N#0HP,#`P,3`X,#,Y(#`P,#`P(&X-
M"C`P,#`Q,#<U,C@@,#`P,#`@;@T*,#`P,#`W-C@R-B`P,#`P,"!N#0HP,#`P
M,#@S.3@P(#`P,#`P(&X-"C`P,#`Q,#<V,C`@,#`P,#`@;@T*,#`P,#`X-#SR
M,"`P,#`P,"!N#0HP,#`P,#@Y-C,V(#`P,#`P(&X-"C`P,#`Q,#<W,3(@,#`P
M,#`@;@T*,#`P,#`X.3<W-B`P,#`P,"!N#0HP,#`P,#DX.#DV(#`P,#`P(&X-
M"C`P,#`Q,#<X,#0@,#`P,#`@;@T*,#`P,#`Y.3`R-"`P,#`P,"!N#0HP,#`P
M,3`T-3`T(#`P,#`P(&X-"C`P,#`Q,#0V-#0@,#`P,#`@;@T*,#`P,#\$P-3(U
M,2`P,#`P,"!N#0HP,#`P,3`X,C0Y(#`P,#`P(&X-"C`P,#`Q,#@S,#8@,#`P
M,#`@;@T*=")A:6QE<@T*/#P-"B]3:7IE(#4X#0HO4F]O="`U-B`P(%(-"B])
M;F9O(#4W(#`@4@T*+TES(%L\,&5B-V\$S86-D-#S\$W-F8V9#4U,#8T.#5C,3(W
M-F,V868^/#!E8C=A,V%C9#0Q-S9F-F0U-3`V-#AE8SSR-S9C-F%F/ET-"CX^
<#0IS=&%R='AR968-"C\$P.#0Y.0T*)25%3T8-"@``

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`X-C\$Y#0H^
M/@T*+W1R96%#0I"5`T*+T8R(##5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-#DN
M-S<@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT**`I5&H-"C0Q+C,V
M("TR+C,@5\$0-"BA%>&AI8FET(##\$S7"AH7"D@*51J#0H01C,@,2!49@T*+30Q
M+C,V("TR+C,V(%1\$#0HH475A<G1E<FQY(%)E<W5L=',@;V8@3W!E<F%T:6]N
M<RE4:@T*+T8R(##5&8-"C\$S+C<X(#`@5\$0-"B@+2!<*5N875D:71E9%PI
M*51J#0HM,3,N-S@+3\$N,38@5\$0-"BA<*\$EN(\$UI;&QI;VYS+"!%>&-E<'0@
M4&5R(%-H87)E(\$M;W5N='-<*2`I5&H-"C4N.#0@+3\$N,3(05\$0-"C\$N,#4@
M5&,-"ELH("DR,"@*3(P*`I+3DT-#`H("I.#@P*`I+3\$X,"@*3\$P-#`H
M("DR,#`H("DS,#`H("DM,3@P*`I,S`P*`@*3,V,"@*2TT-C`H("DS-C`H
M("I-S`P*`I+38P,"@*3<P,"@("DW,#`H("DM-C`P*`I751*#0HQ,"XP
M-SD@,"`P(##\$P+C`W.2`S.#,N-S,@.#4T+C<S(%1M#0HP(%1C#0HH,3DY.2E4
M:@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@
M#0HU,38N-#4@.#4P+C@Y(&T-"C(W,"XY,R`X-3`N.#D@;`T*,C<P+CDS(#@U
M,"XX.2!M#0HR-S`N.3,@.#4P+C0Q(&P-"E,-"C`@1PT*,C<P+CDS(#@U,"XT
M,2!M#0HU,38N-#4@.#4P+C0Q(&P-"C4Q-BXT-2`X-3`N-#5@;0T*-3\$V+C0U
M(#@U,"XX.2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S0Y+C@Y(#@S
M.2XS-R!4;0T**%U87)T97)S*51J#0I%5`T*,"XU(\$<-"COV,RXV-2`X,S4N
M-3,@;0T*,C<P+CDS(##S-2XU,R!L#0HR-S`N.3,@.#,U+C4S(&T-"C(W,"XY
M,R`X,S4N,#4@;`T*4PT*,"!`#0HR-S`N.3,@.#,U+C`U(&T-"COV,RXV-2`X
M,S4N,#4@;`T*`#8S+C8U(##S-2XP-2!M#0HT-C,N-C4@.#,U+C4S(&P-"E,-
M"D)4#0HQ,"XP-SD@,"`P(##\$P+C`W.2`R-S0N-3,@.#(T+C`Q(%1M#0I;*\$9I
M<G-T*2TR,C@U+C8H4V5C;VYD*2TS,3DY+C<H5&AI<F0I+3,Q,3(H1F]U<G1H
M*2TR.3(Y*%EE87(I751*#0I%5`T*,"XU(\$<-"C(Y-BXV,2`X,C`N,3<@;0T*
M,C<P+CDS(#@R,"XQ-R!L#0HR-S`N.3,@.#(P+C\$W(&T-"C(W,"XY,R`X,3DN
M-CD@;`T*4PT*,"!`#0HR-S`N.3,@.#\$Y+C8Y(&T-"C(Y-BXV,2`X,3DN-CD@
M;`T*,CDV+C8Q(##Q.2XV.2!M#0HR.38N-C\$@.#(P+C\$W(&P-"E,-"C`N-2!`
M#0HS-3\$N-3<@.#(P+C\$W(&T-"C,Q,"XP-2`X,C`N,3<@;`T*,S\$P+C`U(#@R
M,"XQ-R!M#0HS,3`N,#4@.#\$Y+C8Y(&P-"E,-"C`@1PT*,S\$P+C`U(##Q.2XV
M.2!M#0HS-3\$N-3<@.#\$Y+C8Y(&P-"C,U,2XU-R`X,3DN-CD@;0T*,S4Q+C4W
M(#@R,"XQ-R!L#0I3#0HP+C4@1PT*`#P+C@U(#@R,"XQ-R!M#0HS-C<N-#5@
M.#(P+C\$W(&P-"C,V-RXT,2`X,C`N,3<@;0T*,S8W+C0Q(##Q.2XV.2!L#0I3
M#0HP(\$<-"C,V-RXT,2`X,3DN-CD@;0T*`#P+C@U(##Q.2XV.2!L#0HT,3`N
M.#4@.#\$Y+C8Y(&T-"C0Q,"XX-2`X,C`N,3<@;`T*4PT*,"XU(\$<-"COV,RXV
M-2`X,C`N,3<@;0T*`#(V+C8Y(##R,"XQ-R!L#0HT,C8N-CD@.#(P+C\$W(&T-
M"COR-BXV.2`X,3DN-CD@;`T*4PT*,"!`#0HT,C8N-CD@.#\$Y+C8Y(&T-"C0V
M,RXV-2`X,3DN-CD@;`T*`#8S+C8U(##Q.2XV.2!M#0HT-C,N-C4@.#(P+C\$W
M(&P-"E,-"C`N-2!`#0HU,38N-#4@.#(P+C\$W(&T-"COW.2XT.2`X,C`N,3<@
M;`T*`#<Y+C0Y(##R,"XQ-R!M#0HT-SDN-#D@.#\$Y+C8Y(&P-"E,-"C`@1PT*
M-#<Y+C0Y(##Q.2XV.2!M#0HU,38N-#4@.#\$Y+C8Y(&P-"C4Q-BXT-2`X,3DN
M-CD@;0T*`#3\$V+C0U(##R,"XQ-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@.34N-S,@.#`X+C8U(%1M#0I;*\$10=&%L(')E=F5N=65S*2TQ,30V."XQ
M*"OR-2XP*2TR,S(Q+CDH)#DW+CDI+3,S-CDN-B@D*2TS,S,N-"@Y,2XX*2TR
M.#DS+C0H)##\$T-BXW*2TR-#@X+C(H)#,V,2XT*5U42@T*,"M,2XR,30T(%1\$
M#0I;*\$=R;W-S('!R;V9I="!<*QO<W-<*2DM,3\$Q,#8N,R@Y+C@I+3(X,C\$N
M.2@Q."XW*2TT,S8Y+C<H7"@Y+C@I+3\$R+C4H7"DI+3,U-#@N,R@Q-BXU*2TS
M-#@X+C<H,S4N,BE=5\$H-"E0J#0HH3F5T(&EN8V]M92!<*QO<W-<*2E4:@T*
M,2XU,C0@+3\$N,C\$T-"!41`T*6RA!;6]U;G0I+3\$S-3@Q*#(N-RDM,S,R,2XY
M*#<N."DM,S@V.2XV*%PH,3`N-RDM,3(N-BA<*2DM-#`T."XT*#4N,"DM,SDX
M."XW*#0N."E=5\$H-"E0J#0HH4&5R(&-O;6UO;B!S:&%R92E4:@T*,2XU,C0@
M+3\$N,C\$T-"!41`T*6RA"87-I8RDM,3,Q,3,H+C(T*2TS,S(Q+CDH+C<P*2T
M,S8Y+C<H7"@N.38I+3\$R+C4H7"DI+30P-#@N-"@N-#4I+3,Y.#@N-R@N-#I
M751*#0I4*#T*6RA\$;6QU=&5D*2TQ,C,S-2@N,C0I+3,S,C\$N.2@N-S`I+30S
M-CDN-RA<*XY-BDM,3(N-2A<*2DM-#`T."XT*XT-2DM,SDX."XW*XT,RE=
M5\$H-"BTS+C`T-SD@+3\$N,C\$T-"!41`T**%V97)A9V4@;G5M8F5R(&]F('H
M87)E<RE4:@T*,RXP-#<Y("TQ+C(Q-#0@5\$0-"ELH0F\$S:6,I+3\$R-C\$R+CDH
M,3\$N,BDM,C@R,B@Q,2XR*2TT,C`S+C\$H,3\$N,2DM,S@Y,RXU*#\$P+C@I+3,T
M.#@N-R@Q,2XQ*5U42@T*5"H-"ELH1&EL=71E9"DM,3\$X,S4H,3\$N,BDM,C@R
M,B@Q,2XR*2TT,C`S+C\$H,3\$N,BDM,S@Y,RXU*#\$P+C@I+3,T.#@N-R@Q,2XQ
M*5U42@T*,3(@,"`P(##\$R(##(U+C8U(##8W,2XS-R!4;0T**\$9I<G-T(&%N9"!T
M:&ER9"!Q=6%R=&5R(')E<W5L=',@:6YC;'5D960@<')E+71A>"!F879O<F%B
M;4@861J=7-T;65N=',@;V8@)#0@;6EL;&EO;B!A;F0@)#(@;6EL;&EO;BP@
M<F5S<&5C=&EV96QY+"`I5&H-"B]@&-"`Q(%1F#0HP("TQ+C\$R(%1\$#0HH<')I
M;6%R:6QY(')E;&%T:6YQ('10(')E8V]V97)I97,@;V8@<')I;W(@>65A<G-<
M,C(R('T871E('1A>&5S+B!4:&ER9"!A;F0@9F]U<G1H('U87)T97(@<F5S
M=6QT<R!A;`-O(&EN8VQU9&5D("E4:@T*5"H-"BAA<'!R;WAI;6%T96QY("OR
M-2!M:6QL:6]N(&%N9`D-R!M:6QL:6]N+!"R97-P96-T:79E;'DL(&]F('I
M92UT87@9FEX960@8V]S=",@<F5L871E9"!T;R!P<F]D=6-T:6]N(&-U<G1A
M:6QM96YT<RX@*51J#0HU+C@T("TQ+C\$R(%1\$#0HQ+C`Y(%1C#0I;`*`@("DM
M.30V,"@("DY,C`H("DM,30P*`I,3`X,"@*3\$R,"@*3<P,"@*2TU-C`H
M("DW,#`H("I-S`P*`I+34V,"@*38X,"@*2TR,"@*38X,"@*2TU-C`H
M("DV.#`H("DM,C`H("DV.#`H("DM-38P*`I751*#0H01C(@,2!49@T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@,S@T+CDS(#8Q.2XR.2!4;0T*,"!48PT**\$Y.3@I
M5&H-"D54#0HP+C4@1PT*-3\$V+C0U(#8Q-2XT-2!M#0HR-S,N-3<@-C\$U+C0U
M(&P-"C(W,RXU-R`V,34N-#4@;0T*,C<S+C4W(#8Q-"XY-R!L#0I3#0HP(\$<-
M"C(W,RXU-R`V,30N.3<@;0T*`#3\$V+C0U(#8Q-"XY-R!L#0HU,38N-#4@-C\$T
M+CDW(&T-"C4Q-BXT-2`V,34N-#4@;`T*4PT*0E0-"C\$P+C`W.2`P(#`@,3`N
M,#<Y(#,U,"XQ,R`V,#,N.3,@5&T-"BA1=6%R=&5R<RE4:@T*150-"C`N-2!`
M#0HT-C\$N-#D@-C`P+C`Y(&T-"C(W,RXU-R`V,#`N,#D@;`T*,C<S+C4W(#8P
M,"XP.2!M#0HR-S,N-3<@-3DY+C8Q(&P-"E,-"C`@1PT*,C<S+C4W(#4Y.2XV
M,2!M#0HT-C\$N-#D@-3DY+C8Q(&P-"COV,2XT.2`U.3DN-C\$@;0T*`#8Q+C0Y
M(#8P,"XP.2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,C<W+C\$W(#4X
M."XU-R!4;0T*6RA&:7)S="DM,C(S."A396-O;F0I+3(X,3@N-RA4:&ER9"DM

M, CDY, BXY*90=7) T: "DM, S\$T, RXS*EE87 (I751*#0I%5`T*, "XU(\$<-"C (Y M. 2XR-2`U. #0N-S, @; 0T*, C<S+C4W (#4X-"XW, R!L#0HR-S, N-3<@-3@T+C<S M (&T-"C (W, RXU-R`U. #0N, C4@; `T*4PT*, "!"#0HR-S, N-3<@-3@T+C (U (&T-"M" C (Y. 2XR-2`U. #0N, C4@; `T*, CDY+C (U (#4X-"XR-2!M#0HR. 3DN, C4@-3@T M+C<S (&P-"E, -"C`N-2!`!#0HS-3 (N, #4@-3@T+C<S (&T-"C, Q-"XQ, R`U. #0N M-S, @; `T*, S\$T+C\$S (#4X-"XW, R!M#0HS, 30N, 3, @-3@T+C (U (&P-"E, -"C`@ M1PT*, S\$T+C\$S (#4X-"XR-2!M#0HS-3 (N, #4@-3@T+C (U (&P-"C, U, BXP-2`U M. #0N, C4@; 0T*, S4R+C`U (#4X-"XW, R!L#0I3#0HP+C4@1PT*-"#`V+C4S (#4X M-"XW, R!M#0HS-C@N, S<@-3@T+C<S (&P-"C, V. "XS-R`U. #0N-S, @; 0T*, S8X M+C, W (#4X-"XR-2!L#0I3#0HP (\$<-"C, V. "XS-R`U. #0N, C4@; 0T*-"#`V+C4S M (#4X-"XR-2!L#0HT, #8N-3, @-3@T+C (U (&T-"COP-BXU, R`U. #0N-S, @; `T* M4PT*, "XU (\$<-"COV, 2XT. 2`U. #0N-S, @; 0T*-"# (S+C`Y (#4X-"XW, R!L#0HT M, C, N, #D@-3@T+C<S (&T-"COP, RXP. 2`U. #0N, C4@; `T*4PT*, "!"#0HT, C, N M, #D@-3@T+C (U (&T-"COV, 2XT. 2`U. #0N, C4@; `T*-"#8Q+COY (#4X-"XR-2!M M#0HT-C\$N-#D@-3@T+C<S (&P-"E, -"C`N-2!`!#0HU, 38N-#4@-3@T+C<S (&T-"M" COW. "XP-2`U. #0N-S, @; `T*-"#<X+C`U (#4X-"XW, R!M#0HT-S@N, #4@-3@T M+C (U (&P-"E, -"C`@1PT*-"#<X+C`U (#4X-"XR-2!M#0HU, 38N-#4@-3@T+C (U M (&P-"C4Q-BXT-2`U. #0N, C4@; 0T*-"3\$V+COU (#4X-"XW, R!L#0I3#0I`5`T* M, 3`N, #<Y (#`@, "Q, "XP-SD@. 34N-S, @-3<S+C (Q (%1M#0I; *%1O=&%L (') E M=F5N=65S*2TQ, 3<S, "D, S@N, "DM, C`S-BXR*0Q-3@N, 2DM, C8S, 2XV*0Q M-S8N, BDM, C<P, R@D, 3, Q+C8I+3 (W, #, H) #4P, RXY*5U42@T*, "M, 2XR, 30T M (%1\$#0I; *\$=R; W-S ('!R; V9I="DM, 3, X-"H-2XS*2TS, #, V+C, H, C@N-RDM M, S8S, 2XV*#, R+C4I+3, W, #, H, CDN, RDM, S<P, R@Y-2XX*5U42@T*5"H-"BA. M970@:6YC; VUE*51J#0HQ+C4Y-30@+3\$N, C\$T-"!41`T*6RA!; 6]U; G0I+3\$T M, C<Q+C8H+C4I+3, P, S8N, 2@Q-BXY*2TS-C, Q+C8H, C`N, 2DM, S<P, R@Q. 2XY M*2TS-S`S*#4W+COI751*#0I4*#T*%I!E<B!C; VUM; VX<VAA<F4I5&H-"C\$N M-3DU-"M, 2XR, 30T (%1\$#0I; *\$) A<VEC*2TQ, S (S, B@N, #0I+3, P, S8N, B@Q M+C0Y*2TS-C, Q+C8H, 2XX, "DM, S<P, R@Q+C<W*2TS-S`S*#4N, 3`I751*#0I4 M*#T*6RA\$: 6QU=&5D*2TQ, COU-"XQ*"XP-"DM, S`S-BXR*#N-#@I+3, V, S\$N M-B@Q+C<X*2TS-S`S*#N-S8I+3, W, #, H-2XP-BE=5\$H-"BTS+C\$Y, #@@+3\$N M, C\$T-"!41`T*%\$V97) A9V4@; G5M8F5R (&]F ('-H87) E<RE4:@T*, RXQ. 3`X M ("TQ+C (Q-#0@5\$0-"ELH0F%\$S: 6, I+3\$R-S, R*#\$Q+C, I+3, P, S8N, R@Q, 2XS M*2TS-C, Q+C8H, 3\$N, BDM, S<P, R@Q, 2XQ*2TS-S`S*#\$Q+C (I751*#0I4*#T* M6RA\$: 6QU=&5D*2TQ, 3DU-"@Q, 2XT*2TS, #, V+C, H, 3\$N-"DM, S8S, 2XV*#\$Q M+C, I+3, W, #, H, 3\$N, RDM, S<P, R@Q, 2XS*5U42@T*+T8T (#\$@5&8-"C\$R (#`@ M, "Q, B`R-2XV-2`T, S4N. 3, @5&T-"BA&W5R=@@<75A<G1E<B!N970@:6YC M; VUE (&EN8VQU9&5D (&\$@) #, N-2!M: 6QL: 6]N ('!A>"!C<F5D: 70@<F5F; &5C M=&EN9R!A ('!) E87-S97-S; 65N="!09B!C=7) R96YT (&%N9"!P<FEO<B!Y96%R M<UPR, C (@=&%X ("E4:@T*, "M, 2XQ, B!41`T*%&]B; &EG871I; VYS (') E<W5L M=&EN9R!F<F]M ('!H92!A=61I="!09B!P<FEO<B!Y96%R<UPR, C (@=&%X (') E M='5R; G, N ("E4:@T*, "M, BXS (%1\$#0HH0V]M; 6]N (%-H87) E (%!R: 6-E (%!E M<F90<FUA; F-E (&%N9"!\$S: 79I9&5N9"!*, @*51J#0HU+C@T ("TQ+C\$R (%1\$#0HQ M+C8U (%1C#0I; *`I-3@P*`I+34P, C`H ("DU. #`H ("DQ, C@P*`@*3DT, "@@ M*34X, "@@*3\$R-C`H ("I. 3 (P*`I-38P*`I, 3 (V, "@@ ("DY, C`H ("DU-C`H M ("DQ, C8P*`@*3DR, "@@*34V, "@@*3\$T. #`H ("DT, C`H ("DQ-#`P*`I-38P M*`I, 30X, "@@*30R, "@@*5U42@T*+T8R (#\$@5&8-"C\$P+C`W. 2`P (#`@, 3`N M, #<Y (# (X, 2XP, 2`S-CDN-CD@5&T-"C`@5&, -"BA0<FEC92!097) F; W) M86YC M92E4:@T*150-"C`N-2!`!#0HT, C8N-CD@, S8U+C@U (&T-"C (Q, "XT-2`S-C4N M. #4@; `T*, C\$P+COU (#, V-2XX-2!M#0HR, 3`N-#4@, S8U+C, W (&P-"E, -"C`@ M1PT*, C\$P+COU (#, V-2XS-R!M#0HT, C8N-CD@, S8U+C, W (&P-"COR-BXV. 2`S M-C4N, S<@; 0T*-"# (V+C8Y (#, V-2XX-2!L#0I3#0I`5`T*, 3`N, #<Y (#`@, "Q M, "XP-SD@, C4P+C (Y (#, U-"XS, R!4; 0T*6R@Q. 3DY*2TY-3 (U*#\$Y. 3@I+3<Q M. 3\$N-2A\$: 79I9&5N9', I751*#0I%5`T*, "XU (\$<-"C, Q, "XP-2`S-3`N-#D@ M; 0T*, C\$P+COU (#, U, "XT. 2!L#0HR, 3`N-#4@, S4P+COY (&T-"C (Q, "XT-2`S M-3`N, #S@; `T*4PT*, "!"#0HR, 3`N-#4@, S4P+C`Q (&T-"C, Q, "XP-2`S-3`N M, #S@; `T*, S\$P+C`U (#, U, "XP, 2!M#0HS, 3`N, #4@, S4P+COY (&P-"E, -"C`N M-2!`!#0HT, C8N-CD@, S4P+COY (&T-"C, R-BXS-R`S-3`N-#D@; `T*, S (V+C, W M (#, U, "XT. 2!M#0HS, C8N, S<@, S4P+C`Q (&P-"E, -"C`@1PT*, S (V+C, W (#, U, M, "XP, 2!M#0HT, C8N-CD@, S4P+C`Q (&P-"COR-BXV. 2`S-3`N, #S@; 0T*-"# (V M+C8Y (#, U, "XT. 2!L#0I3#0HP+C4@1PT*-"3\$V+COU (#, U, "XT. 2!M#0HT-#, N M, #S@, S4P+COY (&P-"COT, RXP, 2`S-3`N-#D@; 0T*-"#0S+C`Q (#, U, "XP, 2!L M#0I3#0HP (\$<-"COT, RXP, 2`S-3`N, #S@; 0T*-"3\$V+COU (#, U, "XP, 2!L#0HU M, 38N-#4@, S4P+C`Q (&T-"C4Q-BXT-2`S-3`N-#D@; `T*4PT*0E0-"C\$P+C`W M. 2`P (#`@, 3`N, #<Y (# (R, 2XR-2`S, S@N. 3<@5&T-"ELH2&EG: "DM, S@Q, "XR M*\$QO=RDM, S@X, 2XY*\$@I, "XQ*EG: "DM, S@U-RXX*\$QO=RDM, S (Q-2XR*#\$Y M. 3DI+3 (T-3 (N. 2@Q. 3DX*5U42@T*150-"C`N-2!`!#0HR-3\$N. 3<@, S, U+C\$S M (&T-"C (Q, "XT-2`S, S4N, 3, @; `T*, C\$P+COU (#, S-2XQ, R!M#0HR, 3`N-#4@ M, S, T+C8U (&P-"E, -"C`@1PT*, C\$P+COU (#, S-"XV-2!M#0HR-3\$N. 3<@, S, T M+C8U (&P-"C (U, 2XY-R`S, S0N-C4@; 0T*, C4Q+CDW (#, S-2XQ, R!L#0I3#0HP M+C4@1PT*, S\$P+C`U (#, S-2XQ, R!M#0HR-C@N, #4@, S, U+C\$S (&P-"C (V. "XP M-2`S, S4N, 3, @; 0T*, C8X+C`U (#, S-"XV-2!L#0I3#0HP (\$<-"C (V. "XP-2`S M, S0N-C4@; 0T*, S\$P+C`U (#, S-"XV-2!L#0HS, 3`N, #4@, S, T+C8U (&T-"C, Q M, "XP-2`S, S4N, 3, @; `T*4PT*, "XU (\$<-"C, V. "XS-R`S, S4N, 3, @; 0T*, S (V M+C, W (#, S-2XQ, R!L#0HS, C8N, S<@, S, U+C\$S (&T-"C, R-BXS-R`S, S0N-C4@ M; `T*4PT*, "!"#0HS, C8N, S<@, S, T+C8U (&T-"C, V. "XS-R`S, S0N-C4@; `T* M, S8X+C, W (#, S-"XV-2!M#0HS-C@N, S<@, S, U+C\$S (&P-"E, -"C`N-2!`!#0HT M, C8N-CD@, S, U+C\$S (&T-"C, X-"XV. 2`S, S4N, 3, @; `T*, S@T+C8Y (#, S-2XQ M, R!M#0HS. #0N-CD@, S, T+C8U (&P-"E, -"C`@1PT*, S@T+C8Y (#, S-"XV-2!M M#0HT, C8N-CD@, S, T+C8U (&P-"COR-BXV. 2`S, S0N-C4@; 0T*-"# (V+C8Y (#, S M-2XQ, R!L#0I3#0HP+C4@1PT*-"#<Q+C4W (#, S-2XQ, R!M#0HT-#, N, #S@, S, U M+C\$S (&P-"COT, RXP, 2`S, S4N, 3, @; 0T*-"#0S+C`Q (#, S-"XV-2!L#0I3#0HP M (\$<-"COT, RXP, 2`S, S0N-C4@; 0T*-"#<Q+C4W (#, S-"XV-2!L#0HT-S\$N-3<@ M, S, T+C8U (&T-"COW, 2XU-R`S, S4N, 3, @; `T*4PT*, "XU (\$<-"C4Q-BXT-2`S M, S4N, 3, @; 0T*-"#@W+C@Y (#, S-2XQ, R!L#0HT. #<N. #D@, S, U+C\$S (&T-"COW M-RXX. 2`S, S0N-C4@; `T*4PT*, "!"#0HT. #<N. #D@, S, T+C8U (&T-"C4Q-BXT

M-2`S,S0N-C4@;`T*-3\$V+C0U(#,S-"XV-2!M#0HU,38N-#4@,S,U+C\$S(&P-
M"E,-"D)4#0HQ,"XP-SD@,"`P(##P+C`W.2`Y-2XW,R`S,C,N-C\$@5&T-"ELH
M1FER<W0@475A<G1E<BDM-C0X,BXV*`0T,RXU-BDM,CDX."XX*"0S,BXY-"DM
M,S`S-BXT*"0U-2XQ."DM,S`S-BXT*"0T,BXW-2DM,C<W-"XT*"0N,S<U*2TR
M,C`R+CDH)"XS,C4I751*#0HP("TQ+C(Q-#0@5\$0-"ELH4V5C;VYD(%U87)T
M97(I+34X-S(N-R@ET,2XT-"DM,S0X."XX*#,Q+C@Q*2TS-3,V+COH-3<N,S\$
I+3,U,S8N-"@T.2XX,2DM,S(W-"XU*"XS-S4I+3(W,#(N.2@N,S<U*5U42@T*
M5"H-"ELH5&AI<F0@475A<G1E<BDM-C4Y-"XW*#,T+C4P*2TS-#@X+C@H,S`N
M,#8I+3,U,S8N-"@U-RXV.2DM,S4S-BXT*#,V+C`V*2TS,C<T+C4H+C,W-2DM
M,C<P,BXY*"XS-S4I751*#0I4*#T*6RA&&W5R=&@475A<G1E<BDM-C\$T.2XW
M*#,Q+CDT*2TS-#@X+C@H,C8N.##\$I+3,U,S8N-"@T,2XX."DM,S4S-BXT*#,W
M+C`P*2TS,C<T+C4H+C,W-2DM,C<P,BXY*"XS-S4I751*#0I5`T*,"XU(\$<-
M"COV-2XU-R`R.#,N,#4@;0T*-*#0X+C`U(#(X,RXP-2!L#0HT-#@N,#4@,C@S
M+C`U(&T-"COT."XP-2`R.#(N-3<@;`T*4PT*,"!`#0HT-#@N,#4@,C@R+C4W
M(&T-"COV-2XU-R`R.#(N-3<@;`T*-*#8U+C4W(#(X,BXU-R!M#0HT-C4N-3<@
M,C@S+C`U(&P-"E,-"C`N-2!`#0HU,3`N-#4@,C@S+C`U(&T-"COY,BXY,R`R
M.#,N,#4@;`T*-*#DR+CDS(#(X,RXP-2!M#0HT.3(N.3,@,C@R+C4W(&P-"E,-
M"C`@1PT*-*DR+CDS(#(X,BXU-R!M#0HU,3`N-#4@,C@R+C4W(&P-"C4Q,"XT
M-2`R.#(N-3<@;0T*-*3\$P+C0U(#(X,RXP-2!L#0I3#0I"5`T*,3`N,<#Y(#`@
M,"`Q,"XP-SD@,3\$Q+C4W(#(W,2XU,R!4;0T*6RA996R*2TX-C`U+C@H-#,N
M-38I+3,T.#@N."@R-BXX,2DM,S4S-BXT*#4W+C8Y*2TS-3,V+COH,S8N,#8I
M+3(W-S0N-"@D,2XU,"DM,C(P,BXY*"0Q+C0U*5U42@T*150-"C`N-2!G#0HT
M-#@N,#4@,C8W+C8Y(##\$W+C4R("TR+C@X(')E#0IF#0HT.3(N.3,@,C8W+C8Y
M(##\$W+C4R("TR+C@X(')E#0IF#0I"5`T*+T8T(##\$@5&8-"C\$R(#`@,"`Q,B`S
M,#`N,C\$@,C,W+CDS(%M#0HP(&<-"B@U-2`I5&H-"D54#0IE;F1S=')E86T-
M"F5N9&]B:@T*,R`P(&]B:@T*/#P-"B]0<F]C4V5T(##L04\$1&(']497AT(T-
M"B] &;VYT(#P#0HO1C(@-"`P(%(-"B] &,R`U(#`@4@T*+T8T(#8@,"!2#0H^
M/@T*+T5X=\$-3=&T92`\/`T*+T=3,2`W(#`@4@T*/CX-"CX^#0IE;F108FH-
M"CD@,"!08FH-"CP\#0HO5'EP92`O2&&L9G1O;F4-"B] (86QF=&]N951Y<&4@
M,0T*+TA; &9T;VYE3F#M92`H1&5F875L="D-"B] &<F5Q=65N8WDE-C`-B]!
M;F=L92`T-0T*+U-P;W1&=6YC=&EO;B`O4F]U;F0-"CX^#0IE;F108FH-"C<@
M,"!08FH-"CP\#0HO5'EP92`O17AT1U-T871E#0HO4TS@9F#L<V4-"B] /4"!F
M86QS90T*+TA('] \$969A=6QT#0H^/@T*96YD;V)J#0HT(#`@;V)J#0H\`/T*
M+U1Y<&4@+T9Q;G0-"B]3=6)T>7!E("]4>7!E,OT*+TYA;64@+T8R#0HO0F#S
M949O;G0@+U1I;65S+5)O;6%N#0H^/@T*96YD;V)J#0HU(#`@;V)J#0H\`/T*
M+U1Y<&4@+T9Q;G0-"B]3=6)T>7!E("]4>7!E,OT*+TYA;64@+T8S#0HO0F#S
M949O;G0@+U1I;65S+4)O; &0-"CX^#0IE;F108FH-"C8@,"!08FH-"CP\#0HO
M5'EP92`O1F]N="T*+U-U8G1Y<&4@+U1Y<&4Q#0HO3F#M92`O1C0-"B]J;F-O
M9&EN9R`Q,"`P(%(-"B] "87-E1F]N="`O5&EM97,M4F]M86X-"CX^#0IE;F1O
M8FH-"C\$P(#`@;V)J#0H\`/T*+U1Y<&4@+T5N8V]D:6YG#0HO1&EF9F5R96YC
M97,@6R`P+V=R879E+V#C=71E+V-I<F-U;69L97@O=&EL9&4O;6%<F]N+V)R
M979E+V1O=&%C8V5N="]D:65R97-I<PT*+W)I;F<O8V5D:6QL82]H=6YG87)U
M;6QA=70O;V=O;F5K+V-A<F]N+V1O=&QE<W-I+V9I+V9L#0HO3'-L87-H+VQS
M; &S:"]:8V#R;VXO>F-A<F]N+VUI;G5S(#,Y+W#U;W1E<VEN9VQE(##DV+V=R
M879E(##\$S,"]Q=6]T97-I;F=L8F#S90T*+V9L;W)I;B]Q=6]T961B; &A<V4O
M96QL:7]S:7,09&%G9V5R+V1A9V=E<F1B;"]C:7)C=6UF; &5X+W!E<G1H;W5S
M86YD+U-C87)O;@T*+V=U:6QS:6YG; &QE9G003T4@,30U+W#U;W1E; &5F="]Q
M=6]T97)I9VAT+W#U;W1E9&L; &5F="]Q=6]T961B;')I9VAT+V)U; &QE="]E
M;F1A<V@-"B]E;61A<V@O=&EL9&4O=')A9&5M87)K+W-C87)O;B]G=6EL<VEN
M9VQR:6=H="]O92`Q-3D0661I97)E<VES(##\$V-"]C=7)R96YC>0T*(##\$V-B]B
M<F]K96YB87(@,38X+V1I97)E<VES+V-O<'ER:6=H="]O<F1F96UI;FEN92`Q
M-S(O; &]G:6-A; &YO="]H>7!H96XO<F5G:7-T97)E9"]M86-R;VX-"B]D96=R
M964O<&QU<VUI;G5S+W1W;W-U<&5R:6]R+W1H<F5E<W5P97)I;W(O86-U=&4O
M;74@,3@S+W1E<FEO9&-E;G1E<F5D+V-E9&EL; &\$-"B]O;F5S:7!E<FEO<B]O
M<F1M87-C=6QI;F4@,3@X+V]N97%U87)T97(O;VYE: &%L9B]T:')E97%U87)T
M97)S(##\$Y,B]!9W)A=F4006%&C=71E+T#C:7)C=6UF; &5X#0HO071I; &1E+T#D
M:65R97-I<R]!<FEN9R]!12]#8V5D:6QL82]#9W)A=F4016%&C=71E+T5C:7)C
M=6UF; &5X#0HO161I97)E<VES+TEG<F#V92])86-U=&4026-I<F-U;69L97@O
M261I97)E<VES+T5T:"].=&EL9&4O3V=R879E#0HO3V#C=71E+T]C:7)C=6UF
M; &5X+T]T:6QD92]/9&EE<F5S:7,O;75L=&EP;'DO3W-L87-H+U5G<F#V92]5
M86-U=&4-"B]58VER8W5M9FQE>"]59&EE<F5S:7,O66%&C=71E+U1H;W)N+V=E
M<FUA;F1B;' ,O86=R879E+V#A8W5T92]A8VER8W5M9FQE>`T*+V#T:6QD92]A
M9&EE<F5S:7,O87)I;F<O864O8V-E9&EL; &\$O96=R879E+V5A8W5T92]E8VER
M8W5M9FQE>`T*+V5D:65R97-I<R]I9W)A=F4O:6%&C=71E+VEC:7)C=6UF; &5X
M+VED:65R97-I<R]E=&@O;G1I; &1E+V]G<F#V90T*+V]A8W5T92]O8VER8W5M
M9FQE>"]O=&EL9&4O;V1I97)E<VES+V1I=FED92]O<VQA<V@O=6=R879E+W5A
M8W5T90T*+W5C:7)C=6UF; &5X+W5D:65R97-I<R]Y86-U=&4O=&AO<FXO>61I
M97)E<VES#0I=#0H^/@T*96YD;V)J#0HQ(#`@;V)J#0H\`/T*+U1Y<&4@+U!A
M9V4-"B]087)E;G0O."`P(%(-"B]297-O=7)C97,@,R`P(%(-"B]#;VYT96YT
M<R`R(#`@4@T*/CX-"F5N9&]B:@T*,3\$@,"!08FH-"CP\#0HO5'EP92`O0V#T
M<PT*+TMI9',@6S\$@,"!270T*+T-O=6YT(##\$-"B]-961I84)O>"!;,"`P(#8Q
M,B`Q,#`X70T*/CX-"F5N9&]B:@T*,3\$@,"!08FH-"CP\#0HO5'EP92`O0V#T
M86QO9PT*+U!A9V5S(##@,"!2#0H^/@T*96YD;V)J#0HQ,B`P(&]B:@T*/#P-
M"B]#<F5A=&EO;D1A=&4@*#0Z,3DQ,#`P,SSV,38Q,C4S*0T*+U!R;V1U8V5R
M("A<,S<V7#W-UPP,#!!7#`P, &-<,#`P<EPP,#!07#`P, &)<,#`P85PP,#!T
M7#`P,"!<,#`P1#PP,#!!7#`P,'-<,#`P=#PP,#!I7#`P, &Q<,#`P;#PP,#!E
M7#`P,')<,#`P(%PP,#`S7#`P,"Y<,#`P,PP,#`R*0T*/CX-"F5N9&]B:@T*
M>')E9@T*,``Q,PT*,``P,#`P,#`P,#`P,"`V-34S-2!F#0HP,#`P,#\$P-3DX(#`P
M,#`P(&X-"C`P,#`P,#`P,3<@,#`P,#`@;@T*,#`P,#`P.#8Y-"`P,#`P,"!N
M#0HP,#`P,#`Y,#`R(#`P,#`P(&X-"C`P,#`P,#`P,DQ,C(@,#`P,#`@;@T*,#`P
M,#`P.3(Q,2`P,#`P,"!N#0HP,#`P,#`X.34S(#`P,#`P(&X-"C`P,#`P,3`V
M.#8@,#`P,#`@;@T*,#`P,#`P,#`P.#@R,2`P,#`P,"!N#0HP,#`P,#`Y,SSY(#`P
M,#`P(&X-"C`P,#`P,3`W-S8@,#`P,#`@;@T*,#`P,#`Q,@S,B`P,#`P,"!N
M#0IT<F#I; &5R#0H/\`T*+U-I>F4@,3,-"B]2;V]T(##\$Q(#`@4@T*+TEN9F@
M,3(@,"!2#0HO240@6SPV9#9A,C,S.3@W93,V,38P8SDW,F\$S-S\$V.30R,S8P

M-SX\F0V83 (S,SDX-V4S-C\$V, &, Y-S) A, S<Q-CDT, C, V, #<^70T*/CX-"G-T
787) T>')E9@T*, 3\$P, C4-"B4E14] �H`
,

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#`@;V)J#0H\`T*+TQE;F=T:"`U-3,-"CX^
M#0IS=')E86T-"D)4#0H01C(@,2!49@T*,3(@,"`P(#\$R(#(U+C8U(#DT.2XW
M-R!4;0T*,"!G#0H01U,Q(&=S#0HP(%1C#0HP(%1W#0HH("E4:@T*,"`M,2XQ
M,B!41`T**`I5&H-"C,S+C8V(#`@5\$0-"C(N,#D@5&,-"B@@("E4:@T*+T8S
M(#\$@5&8-"BTS,RXV-B`M,2XQ."!41`T*,"!48PT**\$EN=F5S=&]R(&%N9"!#
M;W)P;W)A=&4@26YF;W)M871I;VXI5&H-"B] &,B`Q(%1F#0HT,2XU."`P+C`V
M(%1\$#0HH17AH:6)I="`Q,UPH:5PI*51J#0H01C,@,2!49@T*+30Q+C4X("TR
M+COV(%1\$#0HH4W1O8VL@17AC:&%N9V4@26YF;W)M871I;VXI5&H-"B] &,B`Q
M(%1F#0HP("TR+C,T(%1\$#0HH5&AE('!R:6YC:7!A;"!M87)K970@9F]R(\$-L
M979E;&%N9"U#;&EF9G,@26YC(&-O;6UO;B!S:&%R97,@7"AT:6-K97(@<WEM
M8F]L(\$-,1EPI(&ES('!H92!.97<@66]R:R!3=&]C:R`I5&H-"C`@+3\$N,3(@
M5\$0-"BA%>&-H86YG92XL@5&AE(&-O;6UO;B!S:&%R97,@87)E(&%L<V\@;&ES
M=&5D(&]N('!H92!#:&EC86=O(%-T;V-K(\$5X8VAA;F=E+B`I5&H-"C(R+C@X
M("TR+C,@5\$0-"B@U-B`I5&H-"D54#0IE;F1S=")E86T-"F5N9&]B:@T*,R`P
M(&]B:@T*/#P-"B]0<F]C4V5T(%LO4\$1&("]497AT(%T-"B] &;VYT(#P\#0HO
M1C(@-"`P(%(-"B] &,R`U(#`@4@T*/CX-"B]%)>'1'4W1A=&4@/#P-"B]`4S@
M-B`P(%(-"CX^#0H^/@T*96YD;V)J#0HX(#`@;V)J#0H\`T*+U1Y<&4@+TAA
M;&9T;VYE#0HO2&%L9G10;F54>7!E(#\$-"B] (86QF=&]N94YA;64@*\$1E9F%U
M;'0I#0HO1G)E<75E;F-Y(#8P#0HO06YG;&4@-#4-"B]3<&]T1G5N8W1I;VX@
M+U)O=6YD#0H^/@T*96YD;V)J#0HV(#`@;V)J#0H\`T*+U1Y<&4@+T5X=\$=3
M=&%T90T*+U-!(&9A;'E#0HO3U`@9F%L<V4-"B] (5" `01&5F875L=`T*/CX-
M"F5N9&]B:@T*-"`P(&]B:@T*/#P-"B]4>7!E("] &;VYT#0HO4W5B=`EP92`O
M5'EP93\$-"B].86UE("] &,@T*+T)A<V5&;VYT("]4:6UE<RU2;VUA;@T*/CX-
M"F5N9&]B:@T*-2`P(&]B:@T*/#P-"B]4>7!E("] &;VYT#0HO4W5B=`EP92`O
M5'EP93\$-"B].86UE("] &,PT*+T)A<V5&;VYT("]4:6UE<RU" ;VQD#0H^/@T*
M96YD;V)J#0HQ(#`@;V)J#0H\`T*+U1Y<&4@+U!A9V4-"B]087)E;G0@-R`P
M(%(-"B]297-O=7)C97,@,R`P(%(-"B]#;VYT96YT<R`R(#`@4@T*/CX-"F5N
M9&]B:@T*-R`P(&]B:@T*/#P-"B]4>7!E("]086=E<PT*+TMI9',@6S\$@,"!2
M70T*+T-O=6YT(#\$-"B]-961I84)O>"!;,"`P(#8Q,B`Q,#`X70T*/CX-"F5N
M9&]B:@T*.2`P(&]B:@T*/#P-"B]4>7!E("]#871A;&]G#0HO4&%G97,@-R`P
M(%(-"CX^#0IE;F1O8FH-"C\$P(#`@;V)J#0H\`T*+T-R96%T:6]N1&%T92`H
M1#HQ.3\$P,#`S,38Q-C\$S,#0I#0HO4')O9'5C97(@*%PS-S9<,S<W7#`P,\$%<
M,#`P8UPP,#!R7#`P,&] <,#`P8EPP,#!A7#`P,'1<,#`P(%PP,#!\$7#`P,&E<
M,#`P<UPP,#!T7#`P,&E<,#`P;%PP,#!L7#`P,&5<,#`P<EPP,#`@7#`P,#-<
M,#`P+EPP,#`P7#`P,#(I#0H^/@T*96YD;V)J#0IX<F5F#0HP(#\$Q#0HP,#`P
M,#`P,#`P(#8U-3,U(&8-"C`P,#`P,#\$Q,S,@,#`P,#`@;@T*,#`P,#`P,#`Q
M-R`P,#`P,"!N#0HP,#`P,#`P-C(W(#`P,#`P(&X-"C`P,#`P,#`Y-30@,#`P
M,#`@;@T*,#`P,#`P,3`T-"`P,#`P,"!N#0HP,#`P,#`P.#<U(#`P,#`P(&X-
M"C`P,#`P,#\$R,C\$@,#`P,#`@;@T*,#`P,#`P,#<T,R`P,#`P,"!N#0HP,#`P
M,#`Q,S\$Q(#`P,#`P(&X-"C`P,#`P,#\$S-C8@,#`P,#`@;@T*=')A:6QE<@T*
M/#P-"B]3:7IE(#\$Q#0HO4F]O="`Y(#`@4@T*+TEN9F\@,3`@,"!2#0HO240@
M6SPX930U-S4U,SED8V%B861F-#<S8F%E.#0Q-&4U8SEA.#X`.&4T-3<U-3,Y
M9&-A8F%D9COW,V)A93@T,31E-6,Y83@^70T*/CX-"G-T87)T>')E9@T*,34U
.OT)25%3T8-"@``

end

begin 666 DOC.PDF

M)5!\$1BTQ+C(-"B7BX\ 3#0HR(#@;V)J#0H\`T*+TQE;F=T:"`Q,#`Y-@T*
M/CX-"G-T<F5A;0T*0E0-"B] &,B`Q(%1F#0HQ,B`P(#`@,3(@,C4N-C4@.30Y
M+C<W(%1M#0HP(&<-"B]!4S\$@9W,-"C`@5&,-"C`@5`<-"B@@*51J#0HP("TQ
M+C\$R(%1\$#0HH("E4:@T*,S8N.30@,"!41`T*,BXP.2!48PT**`@*51J#0HO
M1C,@,2!49@T*+3,V+CDT("TQ+C\$X(%1\$#0HP(%1C#0HH4W5M;6%R>2!09B!&
M:6YA;F-I86F@86YD(\$T:&5R(%-T871I<W1I8V%L(\$1A=&\$I5&H-"C`@+3\$N
M,C(@5\$0-"BA#;&5V96QA;F0MOVQI9F9S(\$EN8R!A;F0@0V)N<V)L:61A=&5D
M(%-U8G-I9&EA<FEE<RE4:@T*+T8R(#\$@5&8-"COQ+C4X(#\$N,C@@5\$0-"BA%
M>&AI8FET(#\$S7"AJ7"DI5&H-"BTT,2XU."`M,BXT-"!41`T*,"XX-2!48PT*
M6R@@*3(P**`I,C`H("DR,"@@("DM,CDY,C`H("I-C@P**`I+3@P,"@@*3<R
M,"@@"`DV.`H("DM.#`P**`I-S(P**`@*38X,"@@"*2TX,#`H("E=5\$H-"B] &
M,R`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`T-CDN,3<@.#@Q+C\$S(%1M#0HP
M(%1C#0HH,3DY.2E4:@T*+T8R(#\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;
M*#\$Y.3@I+3(U,CON-"@Q.3DW*5U42@T*150-"C`N-2!`#0HP(\$H@,"!J(#`N
M,C0@=R`Q,"!-(%M="!D#0HQ(&D@#0HT.34N,S,@.#<V+C@Q(&T-"C0V,RXQ
M-R`X-S8N.#\$@;`T*-*8S+C\$W(@W-BXX,2!M#0HT-C,N,3<@.#<V+C,S(@P-
M"E,-"C`@1PT*-*8S+C\$W(@W-BXS,R!M#0HT.34N,S,@.#<V+C,S(@P-"C0Y
M-2XS,R`X-S8N,S,@;0T*-*DU+C,S(@W-BXX,2!L#0I3#0HP+C4@1PT*-30P
M+CDS(@W-BXX,2!M#0HU,#@N-S<@.#<V+C@Q(&P-"C4P."XW-R`X-S8N.#\$@
M;0T*-3`X+C<W(@W-BXS,R!L#0I3#0HP(\$<-"C4P."XW-R`X-S8N,S,@;0T*
M-30P+CDS(@W-BXS,R!L#0HU-#`N.3,@.#<V+C,S(@T-"C4T,"XY,R`X-S8N
M.#\$@;`T*4PT*,"XU(\$<-"C4X-BXU,R`X-S8N.#\$@;0T*-34T+C,W(@W-BXX
M,2!L#0HU-30N,S<@.#<V+C@Q(&T-"C4U-"XS-R`X-S8N,S,@;`T*4PT*,"!
M#0HU-30N,S<@.#<V+C,S(@T-"C4X-BXU,R`X-S8N,S,@;`T*-3@E+C4S(@W
M-BXS,R!M#0HU.#8N-3,@.#<V+C@Q(&P-"E,-"D)4#0H01C,@,2!49@T*,3`N
M,#<Y(#`@,"`Q,"XP-SD@,C4N-C4@.#8T+C4W(%1M#0HH1FEN86YC:6%L(\$1A
M=&\$@7"A);B!:-6QL#N<R@17AC97!T(%!E<B!3:&%R92!!;6]U;G1S7"DI
M5&H-"C`@+3\$N,S,S-2!41`T**\$90<B!4:&4@665A<BE4:@T*+T8R(#\$@5&8-
M"C`@+3\$N,C8R(%1\$#0HH3W!E<F%T:6YG(\$5A<FYI;F=S(%PH85PT*51J#0HQ
M+C(X-3@@+3\$N,S,S-2!41`T**\$]P97)A=&EN9R!2979E;G5E<R`M(%!R;V1U
M8W0@4V\$L97,@86YD(%-E<G9I8V5S*51J#0H01C,@,2!49@T*-#(N,3(S,2`P
M+C`T-S8@5\$0-"B@D,S`U+C<I5&H-"B] &,B`Q(%1F#0HT+C4R-#(E+3`N,#0W
M-B!41`T*6R@D-#0T+C\$I+3\$W-S0N,R@D,SDQ+C0I751*#0HM-#0N,#<U-B`M
M,2XS,S,U(%1\$#0HH+2!2;WEA;'1I97,@86YD(\$UA;F%G96UE;G0@1F5E<RE4
M:@T*+T8S(#\$@5&8-"C0P+C4U,34@,"XP-#<V(%1\$#0HH-#@N-2E4:@T*+T8R
M(#\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;*#0Y+C<I+3(W-S0N-"@T-RXU
M*5U42@T*150-"C`N-2!`#0HT.3`N-S<@.#`W+C8Y(&T-"C0V."XR,2`X,#<N
M-CD@;`T*-*8X+C(Q(@P-RXV.2!M#0HT-C@N,C\$@.#`W+C(Q(&P-"E,-"C`@
M1PT*-*8X+C(Q(@P-RXR,2!M#0HT.3`N-S<@.#`W+C(Q(&P-"C0Y,"XW-R`X
M,#<N,C\$@;0T*-*DP+C<W(@P-RXV.2!L#0I3#0HP+C4@1PT*-3,V+C,W(@P
M-RXV.2!M#0HU,3,N.#\$@.#`W+C8Y(&P-"C4Q,RXX,2`X,#<N-CD@;0T*-3\$S
M+C@Q(@P-RXR,2!L#0I3#0HP(\$<-"C4Q,RXX,2`X,#<N,C\$@;0T*-3,V+C,W
M(@P-RXR,2!L#0HU,S8N,S<@.#`W+C(Q(&T-"C4S-BXS-R`X,#<N-CD@;`T*
M4PT*,"XU(\$<-"C4X,2XY-R`X,#<N-CD@;0T*-34Y+COQ(@P-RXV.2!L#0HU
M-3DN-#\$@.#`W+C8Y(&T-"C4U.2XT,2`X,#<N,C\$@;`T*4PT*,"!`#0HU-3DN
M-#\$@.#`W+C(Q(&T-"C4X,2XY-R`X,#<N,C\$@;`T*-3@Q+CDW(@P-RXR,2!M
M#0HU.#\$N.3<@.#`W+C8Y(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`V
M-"XU,R`W.30N.3<@5&T-"B@M(%10=&%L*51J#0H01C,@,2!49@T*-#`N,#4Q
M-"`P+C`T-S8@5\$0-"B@S-30N,BE4:@T*+T8R(#\$@5&8-"CON-3(T,B`M,"XP
M-#<V(%1\$#0I;*#0Y,RXX*2TR,C<T+C0H-#X+CDI751*#0HM-#<N,30W-"`M
M,2XS,S,U(%1\$#0HH0V)S="!09B!';V]D<R!3;VQD(&%N9)!/<&5R871I;F<@
M17AP96YS97,@86YD(%@3)D<@17AP96YS97,I5&H-"B] &,R`Q(%1F#0HT,BXV
M,C,Q(#`N,#0W-B!41`T**#S-2XQ*51J#0H01C(@,2!49@T*-"XU,C0R("TP
M+C`T-S8@5\$0-"ELH-#\$V+C<I+3(R-S0N-"@S-S(N,"E=5\$H-"D54#0HP+C4@
M1PT*-*DP+C<W(#<W-RXV.2!M#0HT-C@N,C\$@-S<W+C8Y(&P-"C0V."XR,2`W
M-S<N-CD@;0T*-*8X+C(Q(#<W-RXR,2!L#0I3#0HP(\$<-"C0V."XR,2`W-S<N
M,C\$@;0T*-*DP+C<W(#<W-RXR,2!L#0HT.3`N-S<@-S<W+C(Q(&T-"C0Y,"XW
M-R`W-S<N-CD@;`T*4PT*,"XU(\$<-"C4S-BXS-R`W-S<N-CD@;0T*-3\$S+C@Q
M(#<W-RXV.2!L#0HU,3,N.#\$@-S<W+C8Y(&T-"C4Q,RXX,2`W-S<N,C\$@;`T*
M4PT*,"!`#0HU,3,N.#\$@-S<W+C(Q(&T-"C4S-BXS-R`W-S<N,C\$@;`T*-3,V
M+C,W(#<W-RXR,2!M#0HU,S8N,S<@-S<W+C8Y(&P-"E,-"C`N-2!`#0HU.#\$N
M.3<@-S<W+C8Y(&T-"C4U.2XT,2`W-S<N-CD@;`T*-34Y+COQ(#<W-RXV.2!M
M#0HU-3DN-#\$@-S<W+C(Q(&P-"E,-"C`@1PT*-34Y+COQ(#<W-RXR,2!M#0HU
M.#\$N.3<@-S<W+C(Q(&P-"C4X,2XY-R`W-S<N,C\$@;0T*-3@Q+CDW(#<W-RXV
M.2!L#0I3#0I*5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S@N-C\$@-S8T+CDW(%1M
M#0HH3W!E<F%T:6YG(\$5A<FYI;F=S*51J#0H01C,@,2!49@T*-#N,3(S,B`P
M+C`T-S8@5\$0-"B@Q.2XQ*51J#0H01C(@,2!49@T*-"XU,C0R("TP+C`T-S8@
M5\$0-"ELH-S<N,2DM,C<W-"XT*#8V+CDI751*#0HM-#@N.3,S,B`M,2XS,S,U
M(%1\$#0HH3F5T(\$EN8V)M92!<*\$QO<W-<*2!<*&%*2E4:@T*+T8S(#\$@5&8-
M"COT+CDP.2`P+C`T-S8@5\$0-"B@T+C@I5&H-"B] &,B`Q(%1F#0HT+C`R-#(E
M+3`N,#0W-B!41`T*6R@U-RXT*2TR-S<T+C0H-30N.2E=5\$H-"BTT."XY,S,R
M("TQ+C(Q-#0@5\$0-"BA.970@26YC;VUE(%PH3&]S<UPI(%!E<B!#;VUM;VX@
M4VAA<F4@7"AA7"DI5&H-"C\$N,C@U."`M,2XS,S,U(%1\$#0HH0F%\$S:6,I5&H-
M"B] &,R`Q(%1F#0HT,RXV,C,R(#`N,#0W-B!41`T**XT,RE4:@T*+T8R(#\$@
M5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*#4N,3`I+3(W-S0N-"@T+C@P*5U42@T*+30X+CDS
M,S(@+3\$N,S,S-2!41`T**\$-A<V@1FQO=R!F<F]M(\$]P97)A=&EO;G,@0F5F
M;W)E(\$-H86YG97,@:6X@3W!E<F%T:6YG(\$%S<V5T<R!A;F0@3&EA8FEL:71I
M97,I5&H-"B] &,R`Q(%1F#0HT-"XT,#D@,"XP-#<V(%1\$#0HH,S4N-BE4:@T*
M+T8R(#\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;*#<U+C\$+3(W-S0N-"@W
M-"XS*5U42@T*+30X+CDS,S(@+3\$N,C\$T-"!41`T**\$I<W1R:6)U=&EO;G,@

M=&\@0VJM;6]N(%-H87)E:~]L9&5R<SHI5&H-"C\$N,C@U."`M,2XS,S,U(%1\$M#0HH4F5G=6QA<B!#87-H(\$1I=FED96YD<R`M(%!E<B!3:~&R92E4:@T*+T8SM(\$@5&8-"COS+C\$R,S(@,"XP-#<V(%1\$#0HH,2XU,"E4:@T*+T8R(\$@5&8-M"CON-3(T,B`M,"XP-#<V(%1\$#0I;*\$N-#4I+3(W-S0N-"@Q+C,P*5U42@T*M+30S+C<V-C\$@+3\$N,S,S-2!41`T**"T@5&]T86PI5&H-"B]~&,R`Q(%1F#0HSM.2XR-#\$X(#`N,#0W-B!41`T**#\$V+C<I5&H-"B]~&,B`Q(%1F#0HT+C4R-#(@M+3`N,#0W-B!41`T*6R@Q-BXS*2TR-S<T+C0H,30N."E=5\$H-"BTT-RXV-#<T M("TQ+C(Q-#005\$0-"BA3<&5C:6\$L(\$1I=FED96YD<R`M(%!E<B!3:~&R92E4M:@T*,RXX.##\$("TQ+C(Q-#005\$0-"B@M(%10=&L*51J#0HM-2XQ-C<R("TQM+C,S,S4@5\$0-"BA297!U<F-H87-E<R!09B!#;VUM;VX@4VAA<F5\$*51J#0HOM1C,@,2!49@T*-#0N-#`Y(#`N,#0W-B!41`T**#\$W+C(I5&H-"B]~&,B`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!41`T*6R@Q,2XU*2TS,C<T+C0H-"XY*5U42@T*M+T8S(\$@5&8-"BTT."XY,S,R("TQ+C(X-3@5\$0-"BA!=""!996R+45N9"E4M:@T*+T8R(\$@5&8-"C`@+3\$N,S,S@Q,2!41`T**\$-A<V@86YD(\$UA<FME=&B M;~&4@4V5C=7)I=&EE<RE4:@T*+T8S(\$@5&8-"C0T+COP.2`P+C`T-S8@5\$0-M"B@V-RXV*51J#0HO1C(@,2!49@T*-#XP,COR("TP+C`T-S8@5\$0-"ELH,3,P M+C,I+3(R-S0N-"@Q,34N.2E=5\$H-"BTT."XT,S,R("TQ+C,S,S4@5\$0-"BA4 M;W1A;"!<W-E="I5&H-"B]~&,R`Q(%1F#0HT,RXY,#D@,"XP-#<V(%1\$#0H M-C<Y+C<I5&H-"B]~&,B`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!41`T*6R@W,C,N M."DM,C(W-"XT*#8Y-"XS*5U42@T*+30X+C0S,S(@+3\$N,S,S-2!41`T**\$Q M;F<M5&5R;2!78FQI9V%T:6]N<R!%9F9E8W1I=F5L>2!397)V:6-E9"!<*&-<M*2E4:@T*+T8S(\$@5&8-"C0T+COP.2`P+C`T-S8@5\$0-"B@W-"XW*51J#0HOM1C(@,2!49@T*-#XU,COR("TP+C`T-S8@5\$0-"ELH-S4N-"DM,C<W-"XT*#<T M+CDI751*#0HO1C0@,2!49@T*+30X+CDS,S(@+3\$N,S,S-2!41`T**%-H87)E M:~]L9&5R<UPR,C(@17%U:71Y*51J#0HO1C,@,2!49@T*-#N.3`Y(#`N,#0W M-B!41`T**#0P-RXS*51J#0HO1C0@,2!49@T*-#XU,COR("TP+C`T-S8@5\$0-M"ELH-#W+C8I+3(R-S0N-"@T,#<N-"E=5\$H-"BTT."XT,S,R("TQ+C,S,S4@ M5\$0-"BA";V]K(%9A;~5E(%!E<B!#;VUM;VX@4VAA<F4I5&H-"B]~&,R`Q(%1F#0HT,RXY,#D@,"XP-#<V(%1\$#0HH,S@N,C<I5&H-"B]~&-"`Q(%1F#0HT+C4R M-#(@+3`N,#0W-B!41`T*6R@S.2XR-2DM,C(W-"XT*#V+C`R*5U42@T*+30X M+C0S,S(@+3\$N,S,S-2!41`T**\$UA<FME=""!686QU92!097(@0V]M;6]N(%-H M87)E*51J#0HO1C,@,2!49@T*-#N.3`Y(#`N,#0W-B!41`T**#Q+C\$S*51J M#0HO1C0@,2!49@T*-#XU,COR("TP+C`T-S8@5\$0-"ELH-#`N,S\$I+3(R-S0N M-"@T-2XX,2E=5\$H-"D54#0HP+C4@1PT*~#DP+C<W(#4R-"XP,2!M#0HT-C@N M,C\$@-3(T+C`Q(&P-"C0V."XR,2`U,C,N-3,@;0T*~#DP+C<W(#4R,RXU,R!L M#0I3#0HP(\$<-"COV."XR,2`U,C,N-3,@;0T*~#DP+C<W(#4R,RXU,R!L#0HT M.3`N-S<@-3(S+C4S(&T-"C0Y,"XW-R`U,C,N,#\$@;`T*4PT*,"XU(\$<-"C4S M-BXS-R`U,C,N-3,@;0T*~3\$S+C@Q(#4R-"XP,2!L#0HU,3,N.##\$@-3(T+C`Q M(&T-"C4Q,RXX,2`U,C,N-3,@;`T*4PT*,"!`#0HU,3,N.##\$@-3(S+C4S(&T-M"C4S-BXS-R`U,C,N-3,@;`T*~3,V+C,W(#4R,RXU,R!M#0HU,S8N,S<@-3(T M+C`Q(&P-"E,-"C`N-2!`#0HU.##\$N.3<@-3(T+C`Q(&T-"C4U.2XT,2`U,C,N M,##\$@;`T*~34Y+COQ(#4R-"XP,2!M#0HU-3DN-#\$@-3(S+C4S(&P-"E,-"C`@ M1PT*~34Y+COQ(#4R,RXU,R!M#0HU.##\$N.3<@-3(S+C4S(&P-"C4X,2XY-R`U M,C,N-3,@;0T*~3@Q+CDW(#4R-"XP,2!L#0I3#0I"5`T*+T8S(\$@5&8-"C\$P M+C`W.2`P(#`@,3`N,#<Y(#(U+C8U(#4Q,2XW-R!4;0T**\$ER;VX@3W)E(%!R M;V1U8W1I;VX@86YD(%-A;~&5S(%-T87I<W1I8W,@7"A-:6QL:C`N<R!09B!' M<F]S<R!4;VYS7"DI5&H-"B]~&-"`Q(%1F#0HP("TQ+C(V,B!41`T**%R;V1U M8W1I;VX@1G)O;2!-:6YE<R!-86YA9V5D(\$)Y(\$-L:69F<SHI5&H-"C\$N,C@U M."`M,2XS,S,U(%1\$#0HH3F]R=&@06UE<FEC82E4:@T*+T8S(\$@5&8-"C0S M+C\$R,S(@,"XP-#<V(%1\$#0HH,S8N,BE4:@T*+T8T(\$@5&8-"CON-3(T,B`M M,"XP-#<V(%1\$#0I;*\$N-#4I+3(W-S0N-"@S.2XV*5U42@T*+30W+C8T-S0@ M+3\$N,C\$T-"!41`T**\$U<W1R86QI82E4:@T*150-"C`N-2!`#0HT.3`N-S<@ M-#8Y+C4S(&T-"C0V."XR,2`T-CDN-3,@;`T*~#8X+C(Q(#0V.2XU,R!M#0HT M-C@N,C\$@-#8Y+C`U(&P-"E,-"C`@1PT*~#8X+C(Q(#0V.2XP-2!M#0HT.3`N M-S<@-#8Y+C`U(&P-"C0Y,"XW-R`T-CDN,#4@;0T*~#DP+C<W(#0V.2XU,R!L M#0I3#0HP+C4@1PT*-3,V+C,W(#0V.2XU,R!M#0HU,3,N.##\$@-#8Y+C4S(&P-M"C4Q,RXX,2`T-CDN-3,@;0T*~3\$S+C@Q(#0V.2XP-2!L#0I3#0HP(\$<-"C4Q M,RXX,2`T-CDN,#4@;0T*~3,V+C,W(#0V.2XP-2!L#0HU,S8N,S<@-#8Y+C`U M(&T-"C4S-BXS-R`T-CDN-3,@;`T*4PT*,"XU(\$<-"C4X,2XY-R`T-CDN-3,@ M;0T*~34Y+COQ(#0V.2XU,R!L#0HU-3DN-#\$@-#8Y+C4S(&T-"C4U.2XT,2`T M-CDN,#4@;`T*4PT*,"!`#0HU-3DN-#\$@-#8Y+C`U(&T-"C4X,2XY-R`T-CDN M,#4@;`T*~3@Q+CDW(#0V.2XP-2!M#0HU.##\$N.3<@-#8Y+C4S(&P-"E,-"D)4 M#0HQ,"XP-SD@,"`P(##\$P+C`W.2`U,2XU-R`T-38N.##\$@5&T-"BA4;W1A;"E4 M:@T*+T8S(\$@5&8-"C0Q+C@S-S,@,"XP-#<V(%1\$#0HH,S8N,BE4:@T*+T8T M(\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;*\$N-#4I+3(W-S0N-"@S.2XV M*5U42@T*+30V+C,V,38@+3\$N,S,S-2!41`T**\$-L:69F<UPR,C(@4VAA<F4I M5&H-"B]~&,R`Q(%1F#0HT,BXS,S<T(#`N,#0W-B!41`T**#@N."E4:@T*+T8T M(\$@5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*\$SQ+C0I+3(W-S0N-"@Q,"XY M*5U42@T*+30X+CDS,S(@+3\$N,C\$T-"!41`T**\$-L:69F<UPR,C(@4V%L97,@ M1G)O;3HI5&H-"C\$N,C@U."`M,2XS,S,U(%1\$#0HH3F]R=&@06UE<FEC86X@ M36EN97,I5&H-"B]~&,R`Q(%1F#0HT,RXV,C,R(#`N,#0W-B!41`T**#@N.2E4 M:@T*+T8T(\$@5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*\$SR+C\$I+3(W-S0N M-"@Q,"XT*5U42@T*+30W+C8T-S0@+3\$N,C\$T-"!41`T**\$U<W1R86QI86X@ M36EN92E4:@T*-3,N,3<Q-R`P(%1\$#0HH+C,I5&H-"D54#0HP+C4@1PT*~#DP M+C<W(#0P,2XV,2!M#0HT-C@N,C\$@-#`Q+C8Q(&P-"COV."XR,2`T,##\$N-C\$@ M;0T*~#8X+C(Q(#0P,2XQ,R!L#0I3#0HP(\$<-"COV."XR,2`T,##\$N,3,@;0T* M-#DP+C<W(#0P,2XQ,R!L#0HT.3`N-S<@-#`Q+C\$S(&T-"C0Y,"XW-R`T,##\$N M-C\$@;`T*4PT*,"XU(\$<-"C4S-BXS-R`T,##\$N-C\$@;0T*~3\$S+C@Q(#0P,2XV M,2!L#0HU,3,N.##\$@-#`Q+C8Q(&T-"C4Q,RXX,2`T,##\$N,3,@;`T*4PT*,"!` M#0HU,3,N.##\$@-#`Q+C\$S(&T-"C4S-BXS-R`T,##\$N,3,@;`T*~3,V+C,W(#0P M,2XQ,R!M#0HU,S8N,S<@-#`Q+C8Q(&P-"E,-"C`N-2!`#0HU.##\$N.3<@-#`Q M+C8Q(&T-"C4U.2XT,2`T,##\$N-C\$@;`T*~34Y+COQ(#0P,2XV,2!M#0HU-3DN M-#\$@-#`Q+C\$S(&P-"E,-"C`@1PT*~34Y+COQ(#0P,2XQ,R!M#0HU.##\$N.3<@ M-#`Q+C\$S(&P-"C4X,2XY-R`T,##\$N,3,@;0T*~3@Q+CDW(#0P,2XV,2!L#0I3 M#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@-3\$N-3<@,S@X+C@Y(%1M#0HH5&]T

M86PI5&H-"Bj&,R`Q(%1F#0HT,BXS,S<T(#`N,#0W-B!41`T**#@N.2E4:@T*
M+T8T(#\$@5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*#SR+C\$I+3(W-S0N-"@Q
M,"XW*5U42@T*150-"C`N-2!`#0HT.3`N-S<@,S@U+C`U(&T-"C0V."XR,2`S
M.#4N,#4@;T*-#8X+C(Q(#,X-2XP-2!M#0HT-C@N,CS@,S@T+C4W(&P-"E,-
M`C`@1PT*-#8X+C(Q(#,X-"XU-R!M#0HT.3`N-S<@,S@T+C4W(&P-"C0Y,"XW
M-R`S.#0N-3<@;0T*-#DP+C@W(#,X-2XP-2!L#0I3#0HP+C4@1PT*-3,V+C,W
M(#,X-2XP-2!M#0HU,3,N.#\$@,S@U+C`U(&P-"C4Q,RXX,2`S.#4N,#4@;0T*
M-3\$S+C@Q(#,X-"XU-R!L#0I3#0HP(\$<-`C4Q,RXX,2`S.#0N-3<@;0T*-3,V
M+C,W(#,X-"XU-R!L#0HU,S8N,S<@,S@T+C4W(&T-"C4S-BXS-R`S.#4N,#4@
M;T*4PT*,"XU(\$<-`C4X,2XY-R`S.#4N,#4@;0T*-34Y+CQ(#,X-2XP-2!L
M#0HU-3DN-#\$@,S@U+C`U(&T-"C4U.2XT,2`S.#0N-3<@;`T*4PT*,"!`#0HU
M-3DN-#\$@,S@T+C4W(&T-"C4X,2XY-R`S.#0N-3<@;T*-3@Q+CDW(#,X-"XU
M-R!M#0HU.#\$N.3<@,S@U+C`U(&P-"E,-`D)4#0HO1C,@,2!49@T*,3`N,#<Y
M(#`@,"`Q,"XP-SD@,C4N-C4@,S<R+C@Q(%1M#0HH3W1H97(@26YF;W)M871I
M;VXI5&H-"Bj&-"`Q(%1F#0HP("TQ+C,X,3\$@5\$0-"BA%87)N:6YG<R!"9690
M<F4@26YT97)E<WOL(%1A>&5S+"!\$97!R96-I871I;VX@86YD(\$%M;W)T:7IA
M=&EO;B!<*\$5"251\$05PI(%PH9%PI*51J#0HO1C,@,2!49@T*-#0N-#`Y(#`N
M,#0W-B!41`T**#(W+C8I5&H-"Bj&-"`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!4
M1`T*6R@X-RXQ*2TR-S<T+C0H.#<N."E=5\$H-"BTT."XY,S,R("TQ+C,S,S4@
M5\$0-"BA%87)N:6YG<R!"9690<F4@26YT97)E<W0@86YD(%1A>&5S(%PH14)
M5%PI(%PH9%PI*51J#0HO1C,@,2!49@T*-#0N.3`Y(#`N,#0W-B!41`T**#4N
M,2E4:@T*+T8T(#\$@5&8-"CON,#(T,B`M,"XP-#<V(%1\$#0I;*#8V+C@I+3(W
M-S0N-"@V."XY*5U42@T*+30X+CDS,S(@+3\$N,S,S-2!41`T**\$-O;6UO;B!3
M:&%R97,@3W5T<W1A;F1I;F<@7"A-:6QL:6]N<UPI("T@079E<F%G92!&;W(@
M665A<BE4:@T*+T8S(#\$@5&8-"C0T+C0P.2`P+C`T-S8@5\$0-"B@Q,2XQ*51J
M#0HO1C0@,2!49@T*-`XU,C0R("TP+C`T-S8@5\$0-"ELH,3\$N,RDM,C<W-"XT
M*#\$Q+C0I751*#0HM-#N-S8V,2`M,2XS,S,U(%1\$#0HH+2!=="!996%R+45N
M9"E4:@T*+T8S(#\$@5&8-"C,Y+C(T,3@@"XP-#<V(%1\$#0HH,3`N-BE4:@T*
M+T8T(#\$@5&8-"CON-3(T,B`M,"XP-#<V(%1\$#0I;*#\$Q+C(I+3(W-S0N-"@Q
M,2XS*5U42@T*+30X+CDS,S(@+3\$N,S,S-2!41`T**\$-O;6UO;B!3:&%R97,@
M4`)I8V4@4F%N9V4@+2!(:6=H*51J#0HO1C,@,2!49@T*-#N-#`X.2`P+C`T
M-S8@5\$0-"B@D-#N-38I5&H-"Bj&-"`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!4
M1`T*6R@D-3<N-CDI+3\$W-S0N,R@D-#<N,3,I751*#0HM-#(N-S8V("TQ+C,S
M,S4@5\$0-"BEM(\$QO=RE4:@T*+T8S(#\$@5&8-"C,X+C(T,3@@"XP-#<V(%1\$
M#0HH,C8N.#\$I5&H-"Bj&-"`Q(%1F#0HT+C4R-#(@+3`N,#0W-B!41`T*6R@S
M-BXP-BDM,C(W-"XT*#0P+C`P*5U42@T*+30X+C0S,S(@+3\$N,S,S-2!41`T*
M*\$5M<QO>65E<R!A="!996%R+45N9"!<*&5<*2E4:@T*+T8S(#\$@5&8-"C0S
M+CDP.2`P+C`T-S8@5\$0-"B@U+HD-T-RE4:@T*+T8T(#\$@5&8-"CON-3(T,B`M
M,"XP-#<V(%1\$#0I;*#8L,#(Y*2TR,C<T+C0H-2PY-3\$I751*#0HO1C(@,2!4
M9@T*,3(@,"`P(#\$R(#(U+C8U(#(U,2XQ,R!4;0T**%PH85PI(%)E<W5L=",@
M:6YC;'5D92!A;B!A9G1E<BUT87@08W)E9&ET(&]F("OS+C4@;6EL;&EO;B!<
M**0N,\$S@<&5R(&1I;'5T960@<VAA<F5<*2!I;B`Q.3DX+"!A9G1E<BUT87@<
M8W)E9&ET<R!09B`I5&H-"C`@+3\$N,3(@5\$0-"B@D."XX(&UI;&QI;VX@7"@D
M+C<W('!E<B!D:6QU=&5D('H87)E7"D@:6X@,3DY-RP@;F5T(&-O;G1R:6)U
M=&EO;G,@9G)O;2!N;VXM<F5C=7)R:6YG(&ET96US(&%N9"!E>'1R86]R9&EN
M87)Y(&-H87)G92`I5&H-"E0J#0HH;V8@)#(N-"!M:6QL:6]N(%PH)"XR,"!P
M97(@9&EL=71E9"!S:&%R95PI(&EN(#\$Y.34L(')E8V]V97)I97,@;VX@8F%N
M:W)U<'1C>2!C;&%I;7,@;V8@)#(S+C(@;6EL;&EO;B!<*`OQ+CDR('!E<B!D
M:6QU=&5D("E4:@T*5"H-"BAS:&%R95PI(&%N9)`D-#<N,2!M:6QL:6]N(%PH
M)#0N,#<@<&5R(&1I;'5T960@<VAA<F5<*2!I;B`Q.3DS(&%N9)`Q.3DP+"!R
M97-P96-T:79E;'DL(&%N9"!A("OS."XW(&UI;&QI;VX@7"@D,RXR,R!P97(@
M*51J#0I4*@T**&1I;'5T960@<VAA<F5<*2!A9G1E<BUT87@08VAA<F=E(&9O
M<B!A8V-O=6YT:6YG(&-H86YG97,@:6X@,3DY,BX@3W!E<F@T:6YG(')E<W5L
M=",@<F5F;&5C="!T:&4@86-Q=6ES:71I;VX@;V8@*51J#0I4*@T**\$YO<G1H
M<VAO<F4@36EN:6YG(\$-O;7!A;GD@:6X@=&AE(&9O=7)T:"!Q=6%R=&5R(&]F
M(#\$Y.30N(%)E<'!E<V5N=",@<F5V96YU97,@86YD(&EN8V]M92!F<F]M(&-O
M;G1I;G5I;F<@*51J#0I4*@T**&]P97)A=&EO;G,@9F]R(#\$Y.#DN("E4:@T*
M,C(N.#@+3(N,R!41`T**#4W("E4:@T*150-"F5N9"-T<F5A;0T*96YD;V)J
M#OHS(#`@;V)J#0H\`T*+U!R;V-3970@6R]01\$8@+U1E>'0@70T*+T9O;G0@
M/#P-"Bj&,B`T(#`@4@T*+T8S(#4@,"!2#0HO1C0@-B`P(("-CX^#0HO17AT
M1U-T871E(#P\#0HO1U,Q(#<@,"!2#0H^/@T*/CX-"F5N9&]B:@T*,3`@,"!O
M8FH-"CP\#0HO3&5N9W1H(#\$Q,3<T#0H^/@T*W1R96%M#0I"5`T*+T8R(#\$@
M5&8-"C\$R(#`@,"`Q,B`R-2XV-2`Y-C\$N,#4@5&T-"C`@9PT*+T=3,2!G<PT*
M,"!48PT*,"!4=PT**`@("@"@("@"@("@"@("E4:@T*,"M,2XQ,B!4
M1`T*,"XX-2!48PT*6R@*3(P*`I,C`H("DR,"@("DM,CDY,C`H("I-C@P
M**`I+3@P,"@*3<R,"@@"(DV.#`H("DM.#`P*`I-S(P*`@*38X,"@*2TX
M,#`H("E=5\$H-"C\$P+C`W.2`P(#`@,3`N,#<Y(#0V.2XQ-R`Y,S4N.#4@5&T-
M`C`@5&,"-ELH,3DY-BDM,C4R-"XT*#\$Y.34I+3(U,C0N-"@Q.3DT*5U42@T*
M150-"C`N-2!`#0HP(\$H@,"!J(#`N,C0@=R`Q,"!-(%M="!D#0HQ(&D@#0HT
M.34N,S,@.3,R+C,R+C@T-"C0V,RXQ-R`Y,S(N,#\$@;T*-#8S+C\$W(#DS,BXP
M,2!M#0HT-C,N,3<@.3,Q+C4S(&P-"E,-"C`@1PT*-#8S+C\$W(#DS,2XU,R!M
M#0HT.34N,S,@.3,Q+C4S(&P-"C0Y-2XS,R`Y,S\$N-3,@;0T*-#DU+C,S(#DS
M,BXP,2!L#0I3#0HP+C4@1PT*-30P+CDS(#DS,BXP,2!M#0HU,#@N-S<@.3,R
M+C`Q(&P-"C4P."XW-R`Y,S\$N-3,@;0T*-30P+CDS(#DS,2XU,R!L#0HU-#`N.3,@
M.3,Q+C4S(&T-"C4T,"XY,R`Y,S(N,#\$@;T*4PT*,"XU(\$<-`C4X-BXU,R`Y
M,S(N,#\$@;0T*-34T+C,W(#DS,BXP,2!L#0HU-30N,S<@.3,R+C`Q(&T-"C4U
M-"XS-R`Y,S\$N-3,@;T*4PT*,"!`#0HU-30N,S<@.3,Q+C4S(&T-"C4X-BXU
M,R`Y,S\$N-3,@;T*-3@V+C4S(#DS,2XU,R!M#0HU.#8N-3,@.3,R+C`Q(&P-
M"E,-`D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP-SD@,C4N-C4@.3\$Y
M+C<W(%1M#0HH1FEN86YC:6\$L(\$1A=&\$@7"A);B!-:6QL:6]N<RP@17AC97!T
M!%E<B!3:c&%R92!;!;6]U;G1S7"DI5&H-"C`@+3\$N,S,S-2!41`T**\$O<B!4
M:&4@665A<BE4:@T*+T8R(#\$@5&8-"C`@+3\$N,C8R(%1\$#0HH3W!E<F%T:6YG
M(\$5A<FYI;F=S(%PH85PI*51J#0HQ+C(X-3@+3\$N,CST-"!41`T*6RA/<&5R
M871I;F<@4F5V96YU97,@+2!0<F]D=6-T(%-A;&5S(&%N9"!397)V:6-E<RDM

M,C(S-3`N."@D-#4Q+C+I+3\$W-S0N,R@D-#\$Q+C(I+3\$W-S0N,R@D,S,T+C@I
M751*#0HR+C4W,3<@+3\$N,C\$T-"!41`T*6R@M(%)O>6%L=&EE<R!A;F0@36%N
M86=E;65N="!&965S*2TR-CDT,RXW*#4Q+C4I+3(W-S0N,R@T.2XU*2TR-S<T
M+C0H-#0N-RE=5\$H-"D54#0HP+C4@1PT*~#DP+C<W(#@V-2XR.2!M#0HT-C@N
M,C\$@.#8U+C(Y(&P-"COV."XR,2`X-C4N,CD@;OT*~#8X+C(Q(@V-"XX,2!L
M#0I3#0HP(\$<-"COV."XR,2`X-C0N.#\$@;OT*~#DP+C<W(#@V-"XX,2!L#0HT
M.3`N-S<@.#8T+C@Q(&T-"COY,"XW-R`X-C4N,CD@;`T*4PT*,"XU(\$<-"C4S
M-BXS-R`X-C4N,CD@;OT*~3\$S+C@Q(#@V-2XR.2!L#0HU,3,N.#\$@.#8U+C(Y
M(&T-"C4Q,RXX,2`X-C0N.#\$@;`T*4PT*,"!`#0HU,3,N.#\$@.#8T+C@Q(&T-
M"C4S-BXS-R`X-C0N.#\$@;`T*~3,V+C,W(#@V-"XX,2!M#0HU,S8N,S<@.#8U
M+C(Y(&P-"E,-"C`N-2!`#0HU.#\$N.3<@.#8U+C(Y(&T-"C4U.2XT,2`X-C4N
M,CD@;`T*~34Y+COQ(#@V-2XR.2!M#0HU-3DN-#\$@.#8T+C@Q(&P-"E,-"C`
M1PT*~34Y+COQ(#@V-"XX,2!M#0HU.#\$N.3<@.#8T+C@Q(&P-"C4X,2XY-R`X
M-C0N.#\$@;OT*~3@Q+CDW(#@V-2XR.2!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q
M,"XP-SD@-CON-3,@.#4S+C<W(%1M#0HH+2!4;W1A;"E4:@T*~#`N,#4Q-"`P
M(%1\$#0I;*#4P,RXR*2TR,C<T+C0H-#8P+C<I+3(R-S0N-"@S-SDN-2E=5\$H-
M"BIT,BXV,C,Q("TQ+C(Q-#0@5\$0-"ELH0V]S="!09B!';V]D<R!3;VQD(&%N
M9"!/<&5R871I;F<@17AP96YS97,@86YD(\$%3)D<@17AP96YS97,I+3\$V,#0T
M+C4H-#`Y+C8I+3(R-S0N-"@S-S\$N-2DM,C(W-"XT*#Q,2XX*5U42@T*150-
M"C`N-2!`#0HT.3`N-S<@.#,W+C8Y(&T-"COV."XR,2`X,S<N-CD@;`T*~#8X
M+C(Q(#@S-RXV.2!M#0HT-C@N,C\$@.#,W+C(Q(&P-"E,-"C`@1PT*~#8X+C(Q
M(#@S-RXR,2!M#0HT.3`N-S<@.#,W+C(Q(&P-"COY,"XW-R`X,S<N,C\$@;OT*
M-#DP+C<W(#@S-RXV.2!L#0I3#0HP+C4@1PT*~3,V+C,W(#@S-RXV.2!M#0HU
M,3,N.#\$@.#,W+C8Y(&P-"C4Q,RXX,2`X,S<N-CD@;OT*~3\$S+C@Q(#@S-RXR
M,2!L#0I3#0HP(\$<-"C4Q,RXX,2`X,S<N,C\$@;OT*~3,V+C,W(#@S-RXR,2!L
M#0HU,S8N,S<@.#,W+C(Q(&T-"C4S-BXS-R`X,S<N-CD@;`T*4PT*,"XU(\$<-
M"C4X,2XY-R`X,S<N-CD@;OT*~34Y+COQ(#@S-RXV.2!L#0HU-3DN-#\$@.#,W
M+C8Y(&T-"C4U.2XT,2`X,S<N,C\$@;`T*4PT*,"!`#0HU-3DN-#\$@.#,W+C(Q
M(&T-"C4X,2XY-R`X,S<N,C\$@;`T*~3@Q+CDW(#@S-RXR,2!M#0HU.#\$N.3<@
M.#,W+C8Y(&P-"E,-"D)4#0HQ,"XP-SD@,"`P(#\$P+C`W.2`S."XV,2`X,C8N
M,3<@5&T-"BA/<&5R871I;F<@16%R;FEN9W,I5&H-"COS+C\$R,S(@,"!41`T*
M6R@Y,RXV*2TR-S<T+C,H.#DN,BDM,C<W-"XT*#8S+C<I751*#0HM-#0N-#`Y
M("TQ+C(Q-#0@5\$0-"BA.970@26YC;VUE(%PH3&]S<UPI(%PH85PT*51J#0HT
M-"XT,#D@,"!41`T*6R@V,2XP*2TR-S<T+C,H-3<N."DM,C<W-"XT*#0R+C@I
M751*#0HM-#0N-#`Y("TQ+C(Q-#0@5\$0-"BA.970@26YC;VUE(%PH3&]S<UPI
M(%!E<B!#;VUM;VX@4VAA<F4@7"AA7"DI5&H-"C\$N,C@U."`M,2XR,30T(%1\$
M#0HH0F\$S:6,I5&H-"COS+C\$R,S(@,"!41`T*6R@U+C(V*2TR-S<T+C,H-"XX
M-"DM,C<W-"XT*#N-30I751*#0HM-#N,3(S,B`M,2XR,30T(%1\$#0HH1&EL
M=71E9"E4:@T*~#N,3(S,B`P(%1\$#0I;*#4N,C,I+3(W-S0N,R@T+C@R*2TR
M-S<T+C0H,RXU,RE=5\$H-"BIT-"XT,#D@+3\$N,C\$T-"!41`T*6RA#87-H(\$9L
M;W<@9G)O;2!/<&5R871I;VYS(\$E9F]R92!#:&%N9V5S(&EN(\$]P97)A=&EN
M9R!<W-E="!,@86YD(\$QI86)I;&ET:65S*2TQ,COW,"XY*#@Y+C8I+3(W-S0N
M,R@X-"XW*2TR-S<T+C0H-30N-2E=5\$H-"E0J#0HH1&ES=")I8G5T:6]N<R!T
M;R!#;VUM;VX@4VAA<F5H;VQD97)S.BE4:@T*,2XR.#4X("TQ+C(Q-#0@5\$0-
M"ELH4F5G=6QA<B!#87-H(\$1I=FED96YD<R`M(%!E<B!3:&%R92DM,C@V-30N
M-"@Q+C,P*2TR-S<T+C,H,2XS,"DM,C<W-"XT*#SN,C,I751*#0HS+C@X,3,@
M+3\$N,C\$T-"!41`T*~#T@5&]T86PI5&H-"C,Y+C(T,3@@"!41`T*6R@Q-2XQ
M*2TR-S<T+C,H,34N-2DM,C<W-"XT*#\$T+C@I751*#0HM-#N,3(S,B`M,2XR
M,30T(%1\$#0HH4W!E8VEA;"!\$:79I9&5N9',@+2!097(@4VAA<F4I5&H-"C,N
M.#@Q,R`M,2XR,30T(%1\$#0HH+2!4;W1A;"E4:@T*+34N,38W,B`M,2XR,30T
M(%1\$#0I;*)E<'5R8VAA<V5S(&]F(\$-O;6UO;B!3:&%R97,I+3,Q,S@T+C\$H
M,3DN-2DM,C<W-"XS*#\$P+C@I751*#0HO1C,@,2!49@T*,"`M,2XR.#4X(%1\$
M#0HH070@665A<BU%;FOI5&H-"B]@,B`Q(%1F#0HP("TQ+C(V,B!41`T*6RA#
M87-H(&%N9"!-87)K971A8FQE(%-E8W5R:71I97,I+3,Q,C\$X+C\$H,38Y+C0I
M+3(R-S0N-"@Q-#@N."DM,C(W-"XT*#\$T,2XT*5U42@T*,"`M,2XR,30T(%1\$
M#0HH5&]T86P@07-S971S*51J#0HT,RXY,#D@,"!41`T*6R@V-S,N-RDM,C(W
M-"XT*#8T-"XV*2TR,C<T+C0H-C`X+C8I751*#0HM-#N,3`Y("TQ+C(Q-#0@
M5\$0-"ELH3&]N9RU47)M(\$]B;&EG871I;VYS(\$F9F5C=&EV96QY(%-E<G9I
M8V5D(%PH8UPI*2TR-3`X,2XW*#<R+CDI+3(W-S0N,R@W-BXS*2TR-S<T+C0H
M.#0N,BE=5\$H-"B]@-"Q(%1F#0I4@T*~#-H87)E:~]L9&5R<UPR,C(@17`T
M:71Y*51J#0HT,RXY,#D@,"!41`T*6R@S-S`N-BDM,C(W-"XT*#T,BXV*2TR
M,C<T+C0H,\$\$Q+C@I751*#0HM-#N,3`Y("TQ+C(Q-#0@5\$0-"ELH0F)O:R!6
M86QU92!097(@0V]M;6]N(%-H87)E*2TS,3`R,BXQ*#R,C4Y*2TR,C<T+C0H
M,C@N.38I+3(R-S0N-"@R-2XW-"E=5\$H-"E0J#0I;*\$UA<FME="!686QU92!0
M97(@0V]M;6]N(%-H87)E*2TS,#P,2XQ*#0U+C,X*2TR,C<T+C0H-#\$N,#`I
M+3(R-S0N-"@S-RXP,"E=5\$H-"D54#0HP+C4@1PT*~#DP+C<W(#8P,"XX,2!M
M#0HT-C@N,C\$@-C`P+C@Q(&P-"COV."XR,2`V,#`N.#\$@;OT*~#8X+C(Q(#8P
M,"XS,R!L#0I3#0HP(\$<-"COV."XR,2`V,#`N,S,@;OT*~#DP+C<W(#8P,"XS
M,R!L#0HT.3`N-S<@-C`P+C,S(&T-"COY,"XW-R`V,#`N.#\$@;`T*4PT*,"XU
M(\$<-"C4S-BXS-R`V,#`N.#\$@;OT*~3\$S+C@Q(#8P,"XX,2!L#0HU,3,N.#\$@
M-C`P+C@Q(&T-"C4Q,RXX,2`V,#`N,S,@;`T*4PT*,"!`#0HU,3,N.#\$@-C`P
M+C,S(&T-"C4S-BXS-R`V,#`N,S,@;`T*~3,V+C,W(#8P,"XS,R!M#0HU,S8N
M,S<@-C`P+C@Q(&P-"E,-"C`N-2!`#0HU.#\$N.3<@-C`P+C@Q(&T-"C4U.2XT
M,2`V,#`N.#\$@;`T*~34Y+COQ(#8P,"XX,2!M#0HU-3DN-#\$@-C`P+C,S(&P-
M"E,-"C`@1PT*~34Y+COQ(#8P,"XS,R!M#0HU.#\$N.3<@-C`P+C,S(&P-"C4X
M,2XY-R`V,#`N,S,@;OT*~3@Q+CDW(#8P,"XX,2!L#0I3#0I"5`T*+T8S(#\$@
M5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#(U+C8U(#4X."XU-R!4;OT*#\$R;VX@
M3W)E(%!R;V1U8W1I;VX@86YD(%-A;&5S(%-T871I<W1I8W,@7"A-:6QL:6]N
M<R!09B!<F]S<R!4;VYS7"DI5&H-"B]@-"Q(%1F#0HP("TQ+C(V,B!41`T*
M*#R;V1U8W1I;VX@1G)O;2!-:6YE<R!-86YA9V5D(\$)Y(\$-L:69F<SHI5&H-
M"C\$N,C@U."`M,2XR,30T(%1\$#0HH3F]R=&@06UE<FEC82E4:@T*~#N,3(S
M,B`P(%1\$#0I;*#Y+C@I+3(W-S0N,R@S.2XV*2TR-S<T+C0H,S4N,BE=5\$H-
M"BIT,RXQ,C,R("TQ+C(Q-#0@5\$0-"BA! =7-T<F%L:6\$15&H-"COS+C8R,S(@
M,"!41`T*6R@Q+C8I+3,R-S0N,R@Q+C4I+3,R-S0N,R@Q+C4I751*#0I%5`T*
M,"XU(\$<-"COY,"XW-R`U-#<N-3,@;OT*~#8X+C(Q(#4T-RXU,R!L#0HT-C@N

M,C\$@-30W+C4S (&T-"COV."XR,2`U-#<N,#4@;`T*4PT*,"!`#0HT-C@N,C\$@
M-30W+C`U (&T-"COY,"XW-R`U-#<N,#4@;`T*--#DP+C<W (#4T-RXP-2!M#0HT
M.3`N-S<@-30W+C4S (&P-"E,-"C`N-2!`#0HU,S8N,S<@-30W+C4S (&T-"C4Q
M,RXX,2`U-#<N-3,@;`T*-3\$S+C@Q (#4T-RXU,R!M#0HU,3,N.#\$@-30W+C`U
M (&P-"E,-"C`@1PT*-3\$S+C@Q (#4T-RXP-2!M#0HU,S8N,S<@-30W+C`U (&P-
M"C4S-BXS-R`U-#<N,#4@;0T*-3,V+C,W (#4T-RXU,R!L#0I3#0HP+C4@1PT*
M-3@Q+CDW (#4T-RXU,R!M#0HU-3DN-#\$@-30W+C4S (&P-"C4U.2XT,2`U-#<N
M-3,@;0T*-34Y+COQ (#4T-RXP-2!L#0I3#0HP (\$<-"C4U.2XT,2`U-#<N,#4@
M;0T*-3@Q+CDW (#4T-RXP-2!L#0HU.#\$N.3<@-30W+C`U (&T-"C4X,2XY-R`U
M-#<N-3,@;`T*4PT*0E0-"C\$P+C`W.2`P (#`@,3`N,#<Y (#4Q+C4W (#4S-BXP
M,2!4;0T**%10=&%L*51J#0HT,2XX,S<S (#`@5\$0-"ELH-#N-2DM,C<W-"XS
M*#0Q+C\$1+3 (W-S0N-"@S-BXW*5U42@T*+30Q+C@S-S,@+3\$N,C\$T-"!41`T*
M*\$-L:69F<UPR,C (@4VAA<F4I5&H-"COQ+C@S-S,@,"!41`T*6R@Q,BXP*2TR
M-S<T+C,H,3\$N,RDM,S (W-"XT*#@N,RE=5\$H-"BTT-"XT,#D@+3\$N,C\$T-"!4
M1`T**\$-L:69F<UPR,C (@4V%L97,@1G)O;3HI5&H-"C\$N,C@U."`M,2XR,30T
M (%1\$#0HH3F]R=&@06UE<FEC86X@36EN97,I5&H-"COS+C\$R,S (@,"!41`T*
M6R@Q,2XP*2TR-S<T+C,H,3`N-"DM,S (W-"XT*#@N,BE=5\$H-"BTT,RXQ,C,R
M ("TQ+C (Q-#0@5\$0-"BA!=7-T<F\$L:6\$N (\$UI;F4I5&H-"COS+C8R,S (@,"!4
M1`T*6R@Q+C<I+3,R-S0N,R@Q+C4I+3,R-S0N,R@Q+C4I751*#0I%5`T*,"XU
M (\$<-"COY,"XW-R`T.#,N,C\$@;0T*-#8X+C (Q (#0X,RXR,2!L#0HT-C@N,C\$@
M-#@S+C (Q (&T-"COV."XR,2`T.# (N-S,@;`T*4PT*,"!`#0HT-C@N,C\$@-#@
M+C<S (&T-"COY,"XW-R`T.# (N-S,@;`T*--#DP+C<W (#0X,BXW,R!M#0HT.3`N
M-S<@-#@S+C (Q (&P-"E,-"C`N-2!`#0HU,S8N,S<@-#@S+C (Q (&T-"C4Q,RXX
M,2`T.#,N,C\$@;`T*-3\$S+C@Q (#0X,RXR,2!M#0HU,3,N.#\$@-#@R+C<S (&P-
M"E,-"C`@1PT*-3\$S+C@Q (#0X,BXW,R!M#0HU,S8N,S<@-#@R+C<S (&P-"C4S
M-BXS-R`T.# (N-S,@;0T*-3,V+C,W (#0X,RXR,2!L#0I3#0HP+C4@1PT*-3@Q
M+CDW (#0X,RXR,2!M#0HU-3DN-#\$@-#@S+C (Q (&P-"C4U.2XT,2`T.#,N,C\$@
M;0T*-34Y+COQ (#0X,BXW,R!L#0I3#0HP (\$<-"C4U.2XT,2`T.# (N-S,@;0T*
M-3@Q+CDW (#0X,BXW,R!L#0HU.#\$N.3<@-#@R+C<S (&T-"C4X,2XY-R`T.#,N
M,C\$@;`T*4PT*0E0-"C\$P+C`W.2`P (#`@,3`N,#<Y (#4Q+C4W (#0W,2XV.2!4
M;0T**%10=&%L*51J#0HT,2XX,S<S (#`@5\$0-"ELH,3 (N-RDM,C<W-"XS*#\$Q
M+CDI+3,R-S0N-"@Y+C<I751*#0I%5`T*,"XU (\$<-"COY,"XW-R`T-C<N.#4@
M;0T*-#8X+C (Q (#0V-RXX-2!L#0HT-C@N,C\$@-#8W+C@U (&T-"COV."XR,2`T
M-C<N,S<@;`T*4PT*,"!`#0HT-C@N,C\$@-#8W+C,W (&T-"COY,"XW-R`T-C<N
M,S<@;`T*--#DP+C<W (#0V-RXS-R!M#0HT.3`N-S<@-#8W+C@U (&P-"E,-"C`N
M-2!`#0HU,S8N,S<@-#8W+C@U (&T-"C4Q,RXX,2`T-C<N.#4@;`T*-3\$S+C@Q
M (#0V-RXX-2!M#0HU,3,N.#\$@-#8W+C,W (&P-"E,-"C`@1PT*-3\$S+C@Q (#0V
M-RXS-R!M#0HU,S8N,S<@-#8W+C,W (&P-"C4S-BXS-R`T-C<N,S<@;0T*-3,V
M+C,W (#0V-RXX-2!L#0I3#0HP+C4@1PT*-3@Q+CDW (#0V-RXX-2!M#0HU-3DN
M-#\$@-#8W+C@U (&P-"C4U.2XT,2`T-C<N.#4@;0T*-34Y+COQ (#0V-RXS-R!L
M#0I3#0HP (\$<-"C4U.2XT,2`T-C<N,S<@;0T*-3@Q+CDW (#0V-RXS-R!L#0HU
M.#\$N.3<@-#8W+C,W (&T-"C4X,2XY-R`T-C<N.#4@;`T*4PT*0E0-"B] & R`Q
M (%1F#0HQ,"XP-SD@,"`P (#\$P+C`W.2`R-2XV-2`T-34N-C\$@5&T-"BA/= &AE
M<B!) ;F90<FUA=&EO;BE4:@T*+T8T (#\$@5&8-"C`@+3\$N,C8R (%1\$#0I;*\$5A
M<FYI;F=S (\$E9F]R92!);G1E<F5S="P@5&%X97,L (\$1E<')E8VEA=&EO;B!A
M;F0@06UO<G1I>F%T:6]N (&T-"PH14))5\$1!7"D@7"AD7"DI+3\$R,S`X<C@H,3`X
M+C (I+3 (W-S0N-"@X-2XV*2TR-S<T+C0H-S`N-BE=5\$H-"C`@+3\$N,C\$T-"!4
M1`T*6RA%87)N:6YG<R!"9690<F4@26YT97)E<W0@86YD (%1A)>5S (%PH14))
M5%PI (%PH9%PI*2TR-3<T.2XW*#DP+C8I+3 (W-S0N,R@V."XX*2TR-S<T+C0H
M-38N,BE=5\$H-"EOJ#0I;*\$-O;6UO;B!3:&%R97,@3W5T<W1A;F1I;F<@7"A-
M:6QL:6]N<UPI ("T@079E<F%G92!&;W (@665A<BDM,C`R-S4N,B@Q,2XV*2TR
M-S<T+C,H,3\$N.2DM,C<W-"XT*#\$R+C\$1751*#0HU+C\$V-S (@+3\$N,C\$T-"!4
M1`T**"T@070@665A<BU%;F0I5&H-"C,Y+C (T,3@@,"!41`T*6R@Q,2XT*2TR
M-S<T+C,H,3\$N."DM,C<W-"XT*#\$R+C\$1751*#0HM-#ON-#`Y ("TQ+C (Q-#0@5\$0-
M5\$0-"ELH0V]M;6]N (%-H87)E<R!0<FEC92!286YG92`M (\$AI9V@I+3 (X.# (X
M+C (H) #0V+C@X*2TQ-S<T+C,H) #0V+C<U*2TQ-S<T+C,H) #0U+C4P*5U42@T*
M-2XQ<C<R ("TQ+C (Q-#0@5\$0-"B@M (\$QO=RE4:@T*,S@N-SOQ."`P (%1\$#0I;
M*#;V+C (U*2TR,C<T+C0H,S8N,3,I+3 (R-S0N-"@S-"XP,"E=5\$H-"BTT,RXY
M,#D@+3\$N,C\$T-"!41`T**\$5M<@QO>65E<R!A="!996%R+45N9"!<*&5<*2E4
M:@T*-,N.3`Y (#`@5\$0-"ELH-BPR-3\$I+3 (R-S0N-"@V+@Q,2DM,C (W-"XT
M*#8L-3`T*5U42@T*+T8R (#\$@5&8-"C\$R (#`@,"`Q,B`R-2XV-2`S-38N-#D@
M5&T-"C`N.#\$@5&,-"ELH ("`@ ("`I+3 (Y.3 (P*-"@*38T,"@@*2TX-#`H ("DX
M,"@@*3 (X,"@@*38T,"@@*2TX-#`H ("DW,C`H ("DM,C`H ("DV-#`H ("DM.#0P
M*`I751*#0HO1C0@,2!49@T*,3`N,#<Y (#`@,"`Q,"XP-SD@-#<P+C8Q (#,T
M-"XW,R!4;0T*,"!48PT*6R@Q.3DS*2TR-#<V+C<H,3DY,BDM,C0U,BXY*#\$Y
M.3\$I751*#0I%5`T*,"XU (\$<-"C4P,"XS-R`S-#`N.#D@;0T*-#8Q+C`Q (#,T
M,"XX.2!L#0HT-C\$N,\$\$@,S0P+C@Y (&T-"COV,2XP,2`S-#`N-#\$@;`T*4PT*
M,"!`#0HT-C\$N,\$\$@,S0P+C0Q (&T-"C4P,"XS-R`S-#`N-#\$@;`T*-3`P+C,W
M (#,T,"XT,2!M#0HU,#`N,S<@,S0P+C@Y (&P-"E,-"C`N-2!`#0HU-#N-C4@
M,S0P+C@Y (&T-"C4P.2XY-R`S-#`N.#D@;`T*-3`Y+CDW (#,T,"XX.2!M#0HU
M,#DN.3<@,S0P+C0Q (&P-"E,-"C`@1PT*-3`Y+CDW (#,T,"XT,2!M#0HU-#N
M-C4@,S0P+C0Q (&P-"C4T,2XV-2`S-#`N-#\$@;0T*-30Q+C8U (#,T,"XX.2!L
M#0I3#0HP+C4@1PT*-3@V+C4S (#,T,"XX.2!M#0HU-30N.#4@,S0P+C@Y (&P-
M"C4U-"XX-2`S-#`N.#D@;0T*-34T+C@U (#,T,"XT,2!L#0I3#0HP (\$<-"C4U
M-"XX-2`S-#`N-#\$@;0T*-3@V+C4S (#,T,"XT,2!L#0HU.#8N-3,@,S0P+C0Q
M (&T-"C4X-BXU,R`S-#`N.#D@;`T*4PT*0E0-"B] & R`Q (%1F#0HQ,"XP-SD@
M,"`P (#\$P+C`W.2`R-2XV-2`S,C@N-C4@5&T-"BA&:6YA;F-I86P@1&%T82!<
M*\$EN (\$UI;&QI;VY+S)!%>&-E<`0@4&5R (%-H87)E (\$M;W5N="<*2E4<@T*
M,"`M,2XS,S,U (%1\$#0HH1F]R (%1H92!996%R*51J#0HO1C0@,2!49@T*,"`M
M,2XR-C (@5\$0-"BA/<@5R871I;F<@16%R;FEN9W,@7"AA7"DI5&H-"C\$N,C8R
M ("TQ+C (Q-#0@5\$0-"ELH3W!E<F%T:6YG (%)E=F5N=65S ("T@4')O9`5C="!3
M86QE<R!A;F0@4V5R=FEC97,I+3 (R,38P+C,H) # (V."XQ*2TR,3`W+C<H) # (V
M-BXY*2TQ-S`R+CDH) # (W,2XV*5U42@T*,BXU,C0Q ("TQ+C (Q-#0@5\$0-"ELH
M+2!2;WEA;`1I97,@86YD (\$UA;F%G96UE;G0@1F5E<RDM,C8X,#`N."@S.2XW
M*2TS,3`W+C<H-#N."DM,C<P,BXY*#0U+C@I751*#0I%5`T*,"XU (\$<-"COX

M."XV,2`R-SON,3<@;0T*~#8V+C`U(#(W-"XQ-R!L#0HT-C8N,#4@,C<T+C\$W
M(&T-"COV-BXP-2`R-S,N-CD@;`T*4PT*,"!`#0HT-C8N,#4@,C<S+C8Y(&T-
M"COX."XV,2`R-S,N-CD@;`T*~#@X+C8Q(#(W,RXV.2!M#0HT.#@N-C\$@,C<T
M+C\$W(&P-"E,-"C`N-2!`#0HU,S<N-3<@,C<T+C\$W(&T-"C4Q-2XP,2`R-SON
M,3<@;`T*~3\$U+C`Q(#(W-"XQ-R!M#0HU,34N,#\$@,C<S+C8Y(&P-"E,-"C`@
M1PT*~3\$U+C`Q(#(W,RXV.2!M#0HU,S<N-3<@,C<S+C8Y(&P-"C4S-RXU-R`R
M-S,N-CD@;0T*~3,W+C4W(#(W-"XQ-R!L#0I3#0HP+C4@1PT*~3@R+C0U(#(W
M-"XQ-R!M#0HU-3DN.#D@,C<T+C\$W(&P-"C4U.2XX.2`R-SON,3<@;0T*~34Y
M+C@Y(#(W,RXV.2!L#0I3#0HP(\$<-"C4U.2XX.2`R-S,N-CD@;0T*~3@R+C0U
M(#(W,RXV.2!L#0HU.#(N-#4@,C<S+C8Y(&T-"C4X,BXT-2`R-SON,3<@;`T*
M4PT*0E0-"C\$P+C`W.2`P(#`@,3`N,#<Y(#8S+C@Q(#(V,BXV-2!4;0T**"T@
M5&]T86PI5&H-"C,Y+CDP.#8@,"!41`T*6R@S,#<N."DM,C8P-RXX*#,Q,"XW
M*2TR,C`S*#,Q-RXT*5U42@T*+30R+C0S,C8@+3\$N,C\$T-"!41`T*6RA#;W-T
M(&]F(\$@;V1S(%-0;@0@86YD(\$]P97)A=&EN9R!%>'!E;G-E<R!A;F0@05,F
M1R!%>'!E;G-E<RDM,34X-30H,C8X+C4I+3(V,#<N."@R-S4N-2DM,C(P,R@R
M-S4N,"E=5\$H-"D54#0HP+C4@1PT*~#@X+C8Q(#(T-BXU-R!M#0HT-C8N,#4@
M,COV+C4W(&P-"COV-BXP-2`R-#8N-3<@;0T*~#8V+C`U(#(T-BXP.2!L#0I3
M#0HP(\$<-"COV-BXP-2`R-#8N,#D@;0T*~#@X+C8Q(#(T-BXP.2!L#0HT.#@N
M-C\$@,COV+C`Y(&T-"COX."XV,2`R-#8N-3<@;`T*4PT*,"XU(\$<-"C4S-RXU
M-R`R-#8N-3<@;0T*~3\$U+C`Q(#(T-BXU-R!L#0HU,34N,#\$@,COV+C4W(&T-
M"C4Q-2XP,2`R-#8N,#D@;`T*4PT*,"!`#0HU,34N,#\$@,COV+C`Y(&T-"C4S
M-RXU-R`R-#8N,#D@;`T*~3,W+C4W(#(T-BXP.2!M#0HU,S<N-3<@,COV+C4W
M(&P-"E,-"C`N-2!`#0HU.#(N-#4@,COV+C4W(&T-"C4U.2XX.2`R-#8N-3<@
M;`T*~34Y+C@Y(#(T-BXU-R!M#0HU-3DN.#D@,COV+C`Y(&P-"E,-"C`@1PT*
M-34Y+C@Y(#(T-BXP.2!M#0HU.#(N-#4@,COV+C`Y(&P-"C4X,BXT-2`R-#8N
M,#D@;0T*~3@R+C0U(#(T-BXU-R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@,S@N,S<@,C,U+C`U(%1M#0HH3W!E<F%T:6YG(\$5A<FYI;F=S*51J#0HT
M,BXY,S(W(#`@5\$0-"ELH,SDN,RDM,S\$P-RXW*#,U+C(I+3(W,#(N.2@T,BXT
M*5U42@T*+30T+C\$Y-#<@+3\$N,C\$T-"!41`T**\$YE="!);F-O;64@7"A,;W-S
M7`D@7"AA7"DI5&H-"COT+C\$Y-#<@,"!41`T*6R@U-"XV*2TS,C<T+C0H7"@W
M+CDI+3\$R+C4H7"DI+3(S-3<N-R@U,RXX*5U42@T*+30T+C\$Y-#<@+3\$N,C\$T
M-"!41`T**\$YE="!);F-O;64@7"A,;W-S7`D@4&5R(\$-O;6UO;B!3:;&%R92!<
M*&%<2E4:@T*,2XR-C(@+3\$N,C\$T-"!41`T**\$)A<VEC*51J#0HT,BXY,S(W
M(#`@5\$0-"ELH-"XU-2DM,S(W-"XT*%PH+C8V*2TQ,BXU*%PI*2TR,S4W+C<H
M-"XU-2E=5\$H-"BTT,BXY,S(W("TQ+C(Q-#0@5\$0-"BA\$;6QU=&5D*51J#0HT
M,BXY,S(W(#`@5\$0-"ELH-"XU,RDM,S(W-"XT*%PH+C8V*2TQ,BXU*%PI*2TR
M,S4W+C<H-"XU,2E=5\$H-"BTT-"XQ.30W("TQ+C(Q-#0@5\$0-"ELH0V%\$:"!&
M;&]W(&9R;VT@3W!E<F%T:6]N<R!"9690<F4@0VAA;F=E<R!I;B!/<@5R871I
M;F<@07-S971S(&%N9"!,:6%B:6QI=&EE<RDM,3(R-38N-B@S-"XX*2TS,3`W
M+C<H-#DN-RDM,C(P,BXY*#\$P-BXP*5U42@T*5`H-"BA\$;7-T<FEB=71I;VYS
M('!0(\$-O;6UO;B!3:;&%R96AO;&1E<G,Z*51J#0HQ+C(V,B`M,2XR,30T(%1\$
M#0I;*)E9W5L87(@0V%\$:"!\$;79I9&5N9',@+2!097(@4VAA<F4I+3(X-#8S
M+CDH,2XR,"DM,S\$P-RXW*#\$N,3@I+3(W,#(N.2@Q+C`S*5U42@T*,RXW.#8Q
M("TQ+C(Q-#0@5\$0-"B@M(%10=&%L*51J#0HS.2XQ-#8V(#`@5\$0-"ELH,30N
M-"DM,S\$P-RXW*#\$T+C\$I+3(W,#(N.2@Q,BXQ*5U42@T*+30R+CDS,C<@+3\$N
M,C\$T-"!41`T*6RA3<&5C:6%L(\$1I=FED96YD<R`M(%!E<B!3:;&%R92DM,S`Y
M,S4N-R@R+C<P*2TQ,BXR*%PH8EPI*2TV,S@R+C0H-"XP,"E=5\$H-"C,N-S@V
M,2`M,2XR,30T(%1\$#0HH+2!4;W1A;"E4:@T*,SDN,30V-B`P(%1\$#0I;*,R
M+C0I+3\$R+C(H7"AB7"DI+38S.#(N-"@T-RXP*5U42@T*+30T+C\$Y-#<@+3\$N
M,C\$T-"!41`T**%)E<5R8VAA<V5S(&]F(\$-O;6UO;B!3:;&%R97,I5&H-"B] &
M,R`Q(%1F#0HP("TQ+C(X-3@5\$0-"BA!="!996%R+45N9"E4:@T*+T8T(#\$@
M5&8-"C`@+3\$N,C8R(%1\$#0I;*\$-A<V@86YD(\$UA<FME=&%B;&4@4V5C=7)I
M=&EE<RDM,S\$P,#N."@Q-C\$N,"DM,C8P-RXX*#\$R."XV*2TR-S`S*#DU+CDI
M751*#0HP("TQ+C(Q-#0@5\$0-"BA4;W1A;"!<W-E=' ,I5&H-"C0S+C8Y-#8@
M,"!41`T*6R@U-#DN,2DM,C8P-RXX*4S-RXR*2TR,C`S*#0W."XW*5U42@T*
M150-"F5N9'-T<F5A;0T*96YD;V)J#0HQ,2`P(&]B:@T*/#P-"B]0<F]C4V5T
M(%L04\$1(&"]497AT(@T-"B]&;VYT(#P\#0HO1C(@-"`P(%-"B]&,R`U(#`@
M4@T*+T8T(#8@,"!2#0H`/@T*+T5X=\$-3=&%T92`\/`T*+T=3,2`W(#`@4@T*
M/CX-"CX`#0IE;F108FH-"C\$S(#`@;V)J#0H\`/`T*+TQE;F=T:"`Q,38U.`T*
M/CX-"G-T<F5A;0T*0E0-"B]&,B`Q(%1F#0HQ,"XP-SD@,"`P(#\$P+C`W.2`R
M-2XV-2`Y-C(N-S,@5&T-"C`@9PT*+T=3,2!G<PT*,"!48PT*,"!4=PT*6RA,
M;VYG+51E<FT@3V)L:6=A=&EO;G,@169F96-T:79E;"D@4V5R=FEFC960@7"AC
M7"DI+3(T.#8W+C0H.#@N-BDM,S\$P-RXW*#DR+C\$I+3(W,#(N.2@V-2XP*5U4
M2@T*+T8T(#\$@5&8-"C`@+3\$N,C\$T-"!41`T**%-H87)E:&]L9&5R<UPR,C(@
M17%U:71Y*51J#0HT,RXV.30V(#`@5\$0-"ELH,C@P+C0I+3(V,#<N."@R-CDN
M-2DM,C(P,R@R.3`N."E=5\$H-"BTT,RXV.30V("TQ+C(Q-#0@5\$0-"ELHOF]O
M:R!686QU92!097(@0V]M;6]N(%-H87)E*2TS,#@P-RXX*#(S+C(U*2TR-C`W
M+C@H,C(N-#<I+3(R,#,H,C0N-#`I751*#0I4*#T*6RA-87)K970@5F%L=64@
M4&5R(\$-O;6UO;B!3:;&%R92DM,S`P.#8N."@S-RXS."DM,C8P-RXX*#,U+C8S
M*2TR,C`S*#,V+C\$S*5U42@T*150-"C`N-2!`#0HP(\$@,"!J(#`N,C0@R`Q
M,"!-(%M="!"!D#0HQ(&D@#0HT.#@N-C\$@.3(R+C\$W(&T-"COV-BXP-2`Y,C(N
M,3<@;`T*~#8V+C`U(#DR,BXQ-R!M#0HT-C8N,#4@.3(Q+C8Y(&P-"E,-"C`@
M1PT*~#8V+C`U(#DR,2XV.2!M#0HT.#@N-C\$@.3(Q+C8Y(&P-"COX."XV,2`Y
M,C\$N-CD@;0T*~#@X+C8Q(#DR,BXQ-R!L#0I3#0HP+C4@1PT*~3,W+C4W(#DR
M,BXQ-R!M#0HU,34N,#\$@.3(R+C\$W(&P-"C4Q-2XP,2`Y,C(N,3<@;0T*~3\$U
M+C`Q(#DR,2XV.2!L#0I3#0HP(\$<-"C4Q-2XP,2`Y,C\$N-CD@;0T*~3,W+C4W
M(#DR,2XV.2!L#0HU,S<N-3<@.3(Q+C8Y(&T-"C4S-RXU-R`Y,C(N,3<@;`T*
M4PT*,"XU(\$<-"C4X,BXT-2`Y,C(N,3<@;0T*~34Y+C@Y(#DR,BXQ-R!L#0HU
M-3DN.#D@.3(R+C\$W(&T-"C4U.2XX.2`Y,C\$N-CD@;`T*4PT*,"!`#0HU-3DN
M.#D@.3(Q+C8Y(&T-"C4X,BXT-2`Y,C\$N-CD@;`T*~3@R+C0U(#DR,2XV.2!M
M#0HU.#(N-#4@.3(R+C\$W(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@
M,"`Q,"XP-SD@,C4N-C4@.3`Y+CDS(%1M#0HH27)O;B!/<F4@4')O9'5C=&EO
M;B!A;F0@4V%L97,@4W1A=&ES=&EC<R!<*\$UI;&QI;VYS(&]F(\$=R;W-S(%1O
M;G-<2E4:@T*+T8T(#\$@5&8-"C`@+3\$N,C8R(%1\$#0HH4')O9'5C=&EO;B!&
M<F]M(\$UI;F5S(\$UA;F%G960@GD@0VQI9F9S.BE4:@T*,2XR-C(@+3\$N,C\$T

M-"!41`T**\$YO<G1H(\$%M97)I8V\$I5&H-"COR+CDS,C<@,"!41`T*6R@S,BXS
M*2TS,3`W+C<H,S(N.2DM,C<P,BXY*#,R+C\$I751*#0HM-#(N.3,R-R`M,2XR
M,30T(%1\$#0HH075S=')A;&EA*51J#0HT,RXT,S(W(#`@5\$0-"ELH,2XU*2TS
M-C`W+C<H,2XU*2TS,C`R+CDH,2XS*5U42@T*150-"C`N-2!'#0HT.#@N-C\$@
M.#8X+C@Y(&T-"COV-BXP-2`X-C@N.#D@;`T*#-8V+C`U(@@V."XX.2!M#0HT
M-C8N,#4@.#8X+COQ(&P-"E,-"C`@1PT*#-8V+C`U(@@V."XT,2!M#0HT.#@N
M-C\$@.#8X+COQ(&P-"COX."XV,2`X-C@N-#\$@;OT*#-@X+C8Q(@@V."XX.2!L
M#0I3#0HP+C4@1PT*-3,W+C4W(@@V."XX.2!M#0HU,34N,#\$@.#8X+C@Y(&P-
M"C4Q-2XP,2`X-C@N.#D@;OT*#-3\$U+C`Q(@@V."XT,2!L#0I3#0HP(\$<-"C4Q
M-2XP,2`X-C@N-#\$@;OT*#-3,W+C4W(@@V."XT,2!L#0HU,S<N-3<@.#8X+C@Q
M(&T-"C4S-RXU-R`X-C@N.#D@;`T*4PT*,"XU(\$<-"C4X,BXT-2`X-C@N.#D@
M;OT*#-34Y+C@Y(@@V."XX.2!L#0HU-3DN.#D@.#8X+C@Y(&T-"C4U.2XX.2`X
M-C@N-#\$@;`T*4PT*,"!`#0HU-3DN.#D@.#8X+COQ(&T-"C4X,BXT-2`X-C@N
M-#\$@;`T*#-3@R+COU(@@V."XT,2!M#0HU.#(N-#4@.#8X+C@Y(&P-"E,-"D)4
M#0HQ,"XP-SD@,"`P(\$#P+C`W.2`U,2XP.2`X-3<N,S<@5&T-"BA4;W1A;"E4
M:@T*#-#N-C<P-B`P(%1\$#0I;*,S+C@I+3,Q,#<N-R@S-"XT*2TR-S`R+CDH
M,S,N-"E=5\$H-"BTT,2XV-S`V("TQ+C(Q-#0@5\$0-"BA#;&EF9G-<,C(R(%-H
M87)E*51J#0HT,BXQ-S`W(#`@5\$0-"ELH-BXX*2TS-C`W+C<H-RXS*2TS,C`R
M+CDH-RXP*5U42@T*+30T+C8Y-#<@+3\$N,C\$T-"!41`T**\$-L:69F<UPR,C(@
M4V%L97,@1G)O;3H15&H-"C\$N,C8R("TQ+C(Q-#0@5\$0-"BA.;W)T:"!;!;65R
M:6-A;B!-:6YE<RE4:@T*#-#,N-#,R-R`P(%1\$#0I;*,#8N-"DM,S8P-RXW*#8N
M,"DM,S(P,BXY*#8N,"E=5\$H-"BTT,RXT,S(W("TQ+C(Q-#0@5\$0-"BA!"=5-T
M<F%L:6%N(\$UI;F4I5&H-"C0S+C0S,C<@,"!41`T*6R@Q+C0I+3,V,#<N-R@Q
M+C,I+3,R,#(N.2@Q+C,I751*#0I%5`T*,"XU(\$<-"COX."XV,2`X,#0N-3<@
M;OT*#-8V+C`U(@@P-"XU-R!L#0HT-C8N,#4@.#`T+C4W(&T-"COV-BXP-2`X
M,#0N,#D@;`T*4PT*,"!`#0HT-C8N,#4@.#`T+C`Y(&T-"COX."XV,2`X,#0N
M,#D@;`T*#-@X+C8Q(@@P-"XP.2!M#0HT.#@N-C\$@.#`T+C4W(&P-"E,-"C`N
M-2!'#0HU,S<N-3<@.#`T+C4W(&T-"C4Q-2XP,2`X,#0N-3<@;`T*#-3\$U+C`Q
M(@@P-"XU-R!M#0HU,34N,#\$@.#`T+C`Y(&P-"E,-"C`@1PT*#-3\$U+C`Q(@@P
M-"XP.2!M#0HU,S<N-3<@.#`T+C`Y(&P-"C4S-RXU-R`X,#0N,#D@;OT*#-3,W
M+C4W(@@P-"XU-R!L#0I3#0HP+C4@1PT*-3@R+COU(@@P-"XU-R!M#0HU-3DN
M.#D@.#`T+C4W(&P-"C4U.2XX.2`X,#0N-3<@;OT*#-34Y+C@Y(@@P-"XP.2!L
M#0I3#0HP(\$<-"C4U.2XX.2`X,#0N,#D@;OT*#-3@R+COU(@@P-"XP.2!L#0HU
M.#(N-#4@.#`T+C`Y(&T-"C4X,BXT-2`X,#0N-3<@;`T*4PT*0E0-"C\$P+C`W
M.2`P(#`@,3`N,#<Y(#4Q+C`Y(#<Y,RXP-2!4;OT**%1O=&%L*51J#0HT,BXQ
M-S`W(#`@5\$0-"ELH-RXX*2TS-C`W+C<H-RXS*2TS,C`R+CDH-RXS*5U42@T*
M150-"C`N-2!'#0HT.#@N-C\$@-S@Y+C(Q(&T-"COV-BXP-2`W.#DN,C\$@;`T*
M-#8V+C`U(#<X.2XR,2!M#0HT-C8N,#4@-S@X+C<S(&P-"E,-"C`@1PT*#-8V
M+C`U(#<X."XW,R!M#0HT.#@N-C\$@-S@X+C<S(&P-"COX."XV,2`W.#@N-S,@
M;OT*#-@X+C8Q(#<X.2XR,2!L#0I3#0HP+C4@1PT*-3,W+C4W(#<X.2XR,2!M
M#0HU,34N,\$\$@-S@Y+C(Q(&P-"C4Q-2XP,2`W.#DN,C\$@;OT*#-3\$U+C`Q(#<X
M."XW,R!L#0I3#0HP(\$<-"C4Q-2XP,2`W.#@N-S,@;OT*#-3,W+C4W(#<X."XW
M,R!L#0HU,S<N-3<@-S@X+C<S(&T-"C4S-RXU-R`W.#DN,C\$@;`T*4PT*,"XU
M(\$<-"C4X,BXT-2`W.#DN,C\$@;OT*#-34Y+C@Y(#<X.2XR,2!L#0HU-3DN.#D@
M-S@Y+C(Q(&T-"C4U.2XX.2`W.#@N-S,@;`T*4PT*,"!`#0HU-3DN.#D@-S@X
M+C<S(&T-"C4X,BXT-2`W.#@N-S,@;`T*#-3@R+COU(#<X."XW,R!M#0HU.#(N
M-#4@-S@Y+C(Q(&P-"E,-"D)4#0HO1C,@,2!49@T*,3`N,#<Y(#`@,"`Q,"XP
M-SD@,C4N-C4@-S<V+CDW(%1M#0HH3W1H97(@26YF;W)M871I;VXI5&H-"B] &
M-"`Q(%1F#0HP("TQ+C(V,B!41`T*6RA%87)N:6YG<R!"969O<F4@26YT97)E
M<W0L(%1A>&5S+"!\$97!R96-I871I;VX@86YD(\$%M;W)T:7IA=&EO;B!<*\$5
M251\$05PI(%PH9%PI*2TQ,C4Y-"XU*#@V+C<I+3,Q,#<N-R@U,"XY*2TR-S`R
M+CDH.#\$N,RE=5\$H-"C`@+3\$N,C\$T-"!41`T*6RA%87)N:6YG<R!"969O<F4@
M26YT97)E<W0@86YD(%1A>&5S(%PH14))5%PI(%PH9%PI*2TR-34S-2XT*#<S
M+C(I+3,Q,#<N-R@S-BXX*2TR-S`R+CDH-C4N,RE=5\$H-"EOJ#0I;*\$-#0;6UO
M;B!3:&%R97,@3W5T<W1A;F1I;F<@7"A-:6QL:6]N<UPI("T@079E<F%G92!&
M;W(@665A<BDM,C`P-C`N."@Q,BXP*2TS,3`W+C<H,3(N,"DM,C<P,BXY*#\$Q
M+C@I751*#0HU+C`T.#\$@+3\$N,C\$T-"!41`T**`T@070@665A<BU%;F0I5&H-
M"C,C,Y+C\$T-C8@,"!41`T*6R@Q,BXQ*2TS,3`W+C<H,3(N,"DM,C<P,BXY*#\$Q
M+CDI751*#0HM-#0N,3DT-R`M,2XR,30T(%1\$#0I;*\$-#0;6UO;B!3:&%R97,@
M4')I8V4@4F%N9V4@+2!(:6=H*2TR.#8Q,RXY*#0S-RXU,"DM,C\$P-RXW*#0T
M,"XS,"DM,3<P,BXY*#0S-BXU,"E=5\$H-"C4N,#0X,2`M,2XR,30T(%1\$#0HH
M+2!,;W<I5&H-"C,X+C8T-C4@,"!41`T*6R@R."XW-2DM,C8P-RXX*#(Y+C4P
M*2TR,C`S*#(U+C`P*5U42@T*+30S+C8Y-#8@+3\$N,C\$T-"!41`T**\$5M<@QO
M>65E<R!A="!996%R+45N9"!<*&5<*2E4:@T*#-#,N-CDT-B`P(%1\$#0I;*,#8L
M,3<S*2TR-C`W+C@H-BPU.30I+3(R,#,H-BPW,#DI751*#0HO1C(@,2!49@T*
M,3(@,"`P(#\$R(#(U+C8U(#8W-RXX-2!4;OT*,"XW-R!48PT*6R@E("`@("DM
M,CDY-#`H("DM,C`H("DV,#`H("DM.#@P*`I-S(P*`I+30P*`I-C`P*`I
M+3@X,"@@*3<P,"@@*2TT,"@@*38P,"@@*2TX.#`H("E=5\$H-"B] &-"`Q(%1F
M#0HQ,"XP-SD@,"`P(\$#P+C`W.2`T-C@N,3,@-C8V+C`Y(%1M#0HP(%1C#0I;
M*#\$Y.3`I+3(T,#4N,R@Q.3@Y*2TR-S@V+C,H,3DX."E=5\$H-"D54#0HP+C4@
M1PT*#-@Y+C@Q(#8V,BXR-2!M#0HT-3@N-C\$@-C8R+C(U(&P-"COU."XV,2`V
M-C(N,C4@;OT*#-4X+C8Q(#8V,2XW-R!L#0I3#0HP(\$<-"COU."XV,2`V-C\$N
M-S<@;OT*#-@Y+C@Q(#8V,2XW-R!L#0HT.#DN,\$\$@-C8Q+C<W(&T-"COX.2XX
M,2`V-C(N,C4@;`T*4PT*,"XU(\$<-"C4S-"XR,2`V-C(N,C4@;OT*#-3`R+C<W
M(#8V,BXR-2!L#0HU,#(N-S<@-C8R+C(U(&T-"C4P,BXW-R`V-C\$N-S<@;`T*
M4PT*,"!`#0HU,#(N-S<@-C8Q+C<W(&T-"C4S-"XR,2`V-C\$N-S<@;`T*#-3,T
M+C(Q(#8V,2XW-R!M#0HU,S0N,C\$@-C8R+C(U(&P-"E,-"C`N-2!'#0HU.#8N
M-3,@-C8R+C(U(&T-"C4T-RXQ-R`V-C(N,C4@;`T*#-30W+C\$W(#8V,BXR-2!M
M#0HU-#<N,3<@-C8Q+C<W(&P-"E,-"C`@1PT*#-30W+C\$W(#8V,2XW-R!M#0HU
M.#8N-3,@-C8Q+C<W(&P-"C4X-BXU,R`V-C\$N-S<@;OT*#-3@V+C4S(#8V,BXR
M-2!L#0I3#0I"5`T*+T8S(\$@5&8-"C\$P+C`W.2`P(#`@,3`N,#<Y(#(U+C8U
M(#8U,"XP,2!4;OT**\$9I;F%N8VEA;"!\$871A(%PH26X@36EL;&EO;G,L(\$5X
M8V5P="!097(@4VAA<F4@06UO=6YT<UPI*51J#0HP("TQ+C,S,S4@5\$0-"BA&
M;W(@5&AE(%EE87(I5&H-"B] &-"`Q(%1F#0HP("TQ+C(V,B!41`T**\$)P97)A
M=&EN9R!%87)N:6YG<R!<*&%<*2E4:@T*,2XR,30T("TQ+C(Q-#0@5\$0-"ELH

M3W!E<F%T:6YG(%)E=F5N=65S("T@4')O9'5C="!386QE<R!A;F0@4V5R=FEC
M97,I+3(Q.38Y+C@H)#(W,BXR*2TQ-C,Q+C4H)#(Y-"XY*2TQ-C4U+C,H)#(T
M-RXY*5U42@T*,BXT,C@X("TQ+C(Q-#0@5\$0-"ELH+2!2;WEA;'1I97,@86YD
M(SUA;F%G96UE;G0@1F5E<RDM,C8W,#4N-B@S-RXW*2TR-C,Q+C4H-34N-BDM
M,C8U-2XS*#4P+C(I751*#0I%5`T*,"XU(\$<-"COX-BXR,2`U.34N-3,@;0T*
M-#8S+C8U(#4Y-2XU,R!L#0HT-C,N-C4@-3DU+C4S(&T-"COV,RXV-2`U.34N
M,#4@;`T*4PT*,"!`#0HT-C,N-C4@-3DU+C`U(&T-"COX-BXR,2`U.34N,#4@
M;`T*#-#@V+C(Q(#4Y-2XP-2!M#0HT.#8N,C\$@-3DU+C4S(&P-"E,-"C`N-2!`
M#0HU,S`N,S<@-3DU+C4S(&T-"C4P-RXX,2`U.34N-3,@;`T*-3`W+C@Q(#4Y
M-2XU,R!M#0HU,#<N.#\$@-3DU+C`U(&P-"E,-"C`@1PT*-3`W+C@Q(#4Y-2XP
M-2!M#0HU,S`N,S<@-3DU+C`U(&P-"C4S,"XS-R`U.34N,#4@;0T*-3,P+C,W
M(#4Y-2XU,R!L#0I3#0HP+C4@1PT*-3<T+C<W(#4Y-2XU,R!M#0HU-3(N,C\$@
M-3DU+C4S(&P-"C4U,BXR,2`U.34N-3,@;0T*-34R+C(Q(#4Y-2XP-2!L#0I3
M#0HP(\$<-"C4U,BXR,2`U.34N,#4@;0T*-3<T+C<W(#4Y-2XP-2!L#0HU-S0N
M-S<@-3DU+C`U(&T-"C4W-"XW-R`U.34N-3,@;`T*4PT*0E0-"C\$P+C`W.2`P
M(#`@,3`N,#<Y(#8R+C,W(#4X-"XP,2!4;0T**T@5&]T86PI5&H-"C,Y+C@Q
M,S,@,"!41`T*6R@S,#DN.2DM,C\$S,2XU*#,U,"XU*2TR,34U+C,H,CDX+C\$
I M751*#0HM-#(N,COR,2`M,2XR,30T(%1\$#0I;*\$-O<W@;V8@1V]O9',@4V]L
M9"!A;F0@3W!E<F%T:6YG(\$5X<&5N<V5S(&%N9"!4R9'(\$5X<&5N<V5S*2TQ
M-38V,RXU*#(W.2XW*2TR,3,Q+C4H,C4W+C@I+3(Q-34N,R@R,C<N-BE=5\$H-
M"D54#0HP+C4@1PT*-#@V+C(Q(#4V-RXY,R!M#0HT-C,N-C4@-38W+CDS(&P-
M"COV,RXV-2`U-C<N.3,@;0T*-#8S+C8U(#4V-RXT-2!L#0I3#0HP(\$<-"COV
M,RXV-2`U-C<N-#4@;0T*-#@V+C(Q(#4V-RXT-2!L#0HT.#8N,C\$@-38W+C0U
M(&T-"COX-BXR,2`U-C<N.3,@;`T*4PT*,"XU(\$<-"C4S,"XS-R`U-C<N.3,@
M;0T*-3`W+C@Q(#4V-RXY,R!L#0HU,#<N.#\$@-38W+CDS(&T-"C4P-RXX,2`U
M-C<N-#4@;`T*4PT*,"!`#0HU,#<N.#\$@-38W+C0U(&T-"C4S,"XS-R`U-C<N
M-#4@;`T*-3,P+C,W(#4V-RXT-2!M#0HU,S`N,S<@-38W+CDS(&P-"E,-"C`N
M-2!`#0HU-S0N-S<@-38W+CDS(&T-"C4U,BXR,2`U-C<N.3,@;`T*-34R+C(Q
M(#4V-RXY,R!M#0HU-3(N,C\$@-38W+C0U(&P-"E,-"C`@1PT*-34R+C(Q(#4V
M-RXT-2!M#0HU-S0N-S<@-38W+C0U(&P-"C4W-"XW-R`U-C<N-#4@;0T*-3<T
M+C<W(#4V-RXY,R!L#0I3#0I"5`T*,3`N,#<Y(#`@,"`Q,"XP-SD@,S<N.#D@
M-34V+C0Q(%1M#0HH3W!E<F%T:6YG(\$5A<FYI;F=S*51J#0HT,BXW-#(R(#`@
M5\$0-"ELH,S`N,BDM,C8S,2XU*#DR+C<I+3(V-34N,R@W,"XU*5U42@T*+30S
M+CDU-C8@+3\$N,C\$T-"!41`T**\$YE="!);F-O;64@7"A,;W-S7"D@7"AA7"DI
M5&H-"COS+CDU-C8@,"!41`T*6R@W,RXX*2TR-C,Q+C4H-C(N-2DM,C8U-2XS
M*#0R+C8I751*#0HM-#N.34V-B`M,2XR,30T(%1\$#0HH3F5T(\$EN8V]M92!<
M*\$QO<W-<*2!097(@0V]M;6]N(%-H87)E(%PH85PI*51J#0HQ+C(Q-#0@+3\$N
M,C\$T-"!41`T**\$)A<VEC*51J#0HT,BXW-#(R(#`@5\$0-"ELH-BXS,2DM,C8S
M,2XU*#4N,S<I+3(V-34N,R@S+C\$R*5U42@T*+30R+C<T,C(@+3\$N,C\$T-"!4
M1`T**\$1I;'5T96@I5&H-"COR+C<T,C(@,"!41`T*6R@V+C(V*2TR-C,Q+C4H
M-2XS,BDM,C8U-2XS*#N,#@I751*#0HM-#N.34V-B`M,2XR,30T(%1\$#0I;
M*\$-A<V@1FQO=R!F<F]M(\$]P97)A=&EO;G,@0F5F;W)E(%-H86YG97,@:6X@
M3W!E<F%T:6YG(\$S<V5T<R!A;F0@3&EA8FEL:71I97,I+3\$R,#\$X+C0H,S(N
M,2DM,C8S,2XU*#Q+C4I751*#0I4*0T**\$1I<W1R:6)U=&EO;G,@=&@0V]M
M;6]N(%-H87)E:@]L9&5R<SHI5&H-"C\$N,C\$T-"`M,2XR,30T(%1\$#0I;*)E
M9W5L87(@0V\$S:"!\$:79I9&5N9',@+2!097(@4VAA<F4I+3(X-S<S+C4H+C@P
M*2TS,3,Q+C0H+C0P*5U42@T*,RXV-#R("TQ+C(Q-#0@5\$0-"B@M(%1O=&%L
M*51J#0HS.2XU.3D@,"!41`T*6R@Y+C,I+3,Q,S\$N-"@T+C<I751*#0HM-#N
M,COR,B`M,2XR,30T(%1\$#0HH4W!E8VEA;"!\$:79I9&5N9',@+2!097(@4VAA
M<F4I5&H-"C4R+C`R.#@@,"!41`T*6R@N-SDI+3\$R+C\$H7"AB7"DI751*#0HM
M-#@N,S@U-B`M,2XR,30T(%1\$#0HH+2!4;W1A;"E4:@T*-#<N.#@U-2`P(%1\$
M#0I;*\$R+C@I+3\$R+C(H7"AB7"DI751*#0HM-3(N-SOS,2`M,2XR,30T(%1\$
M#0HH4F5P=7)C:&%S97,@;V8@0V]M;6]N(%-H87)E<RE4:@T*-3(N,COS,2`P
M(%1\$#0HH,3(U+C(I5&H-"B]@,R`Q(%1F#0HM-3(N,COS,2`M,2XR.#4X(%1\$
M#0HH070@665A<BU%;F0I5&H-"B]@-&`Q(%1F#0HP("TQ+C(V,B!41`T*6RA#
M87-H(&%N9"!-87)K971A8FQE(%-E8W5R:71I97,I+3,Q,C8U+C<H.38N,"DM
M,C8S,2XU*#DU+C4I+3(V-34N,R@U,BXT*5U42@T*,"`M,2XR,30T(%1\$#0HH
M5&]T86P@07-S971S*51J#0HT,RXT-38U(#`@5\$0-"ELH-3\$P+@I+3(Q,S\$N
M-2@T,34N,BDM,C\$U-2XS*#,Y,"XV*5U42@T*+30S+C0U-C4@+3\$N,C\$T-"!4
M1`T*6RA,;VY+51E<FT@3V)L:6=A=&EO;G,@169F96-T:79E;'D@4V5R=FEC
M960@7"AC7"DI+3(T-C(Y+C,H.#(N-"DM,C8S,2XU*#DS+C0I+3(Q-34N,R@Q
M-#4N-RE=5\$H-"EOJ#0HH4VAA<F5H;VQD97)S7#(R,B!<75I="DI5&H-"C0S
M+C0U-C4@,"!41`T*6R@R.3`N."DM,C\$S,2XU*#(R-BXP*2TR,34U+C,H,38X
M+C8I751*#0HM-#N-#4V-2`M,2XR,30T(%1\$#0I;*)O;VL@5F`L=64@4&5R
M(\$-O;6UO;B!3:&%R92DM,S`U-CDN-R@R-"XX."DM,C\$S,2XU*#\$Y+C,V*2TR
M,34U+C,H,30N-3,I751*#0I4*0T*6RA-87)K970@5F`L=64@4&5R(\$-O;6UO
M;B!3:&%R92DM,CDX-#@N-R@R-RXQ,RDM,C\$S,2XU*#(Y+C`P*2TR,34U+C,H
M,C8N-C,I751*#0I%5`T*,"XU(\$<-"COX-BXR,2`S,S\$N,#4@;0T*-#8S+C8U
M(#,S,2XP-2!L#0HT-C,N-C4@,S,Q+C`U(&T-"COV,RXV-2`S,S`N-3<@;`T*
M4PT*,"!`#0HT-C,N-C4@,S,P+C4W(&T-"COX-BXR,2`S,S`N-3<@;`T*-#@V
M+C(Q(#,S,"XU-R!M#0HT.#8N,C\$@,S,Q+C`U(&P-"E,-"C`N-2!`#0HU,S`N
M,S<@,S,Q+C`U(&T-"C4P-RXX,2`S,S\$N,#4@;`T*-3`W+C@Q(#,S,2XP-2!M
M#0HU,#<N.#\$@,S,P+C4W(&P-"C4S,"XS-R`S,S`N-3<@;0T*-3,P+C,W(#,S,2XP
M-2!L#0I3#0HP+C4@1PT*-3<T+C<W(#,S,2XP-2!M#0HU-3(N,C\$@,S,Q+C`U
M(&P-"C4U,BXR,2`S,S\$N,#4@;0T*-34R+C(Q(#,S,"XU-R!L#0I3#0HP(\$<-
M"C4U,BXR,2`S,S`N-3<@;0T*-3<T+C<W(#,S,"XU-R!L#0HU-S0N-S<@,S,P
M+C4W(&T-"C4W-"XW-R`S,S\$N,#4@;`T*4PT*0E0-"B]@,R`Q(%1F#0HQ,"XP
M-SD@,"`P(#\$P+C`W.2`R-2XV-2`S,3@N.#\$@5&T-"BA)<F]N(\$]R92!<0<F]D
M=6-T:6]N(&%N9"!386QE<R!3=&%T:7-T:6-S(%PH36EL;&EO;G,@;V8@1W)O
M<W,@5&]N<UPI*51J#0HO1C0@,2!49@T*,"`M,2XR-C(@5\$0-"BAO<F]D=6-T
M:6]N(\$9R;VT@36EN97,@36%N86=E9"!>2!#;&EF9G,Z*51J#0HQ+C(Q-#0@
M+3\$N,C\$T-"!41`T**\$YO<G1H(\$%M97)I8V\$15&H-"COR+C<T,C(@,"!41`T*
M6R@S,2XW*2TR-C,Q+C4H,SDN,RDM,C8U-2XS*#,Y+C`I751*#0HM-#(N-S0R
M,B`M,2XR,30T(%1\$#0HH075S=)A;&EA*51J#0HT,RXR-#(R(#`@5\$0-"ELH

M, BXR*2TS, 3, Q+C0H, BXS*2TS, 34U+C(H, BXT*5U42@T*150-"C`N-2!' #0HT
M.#8N, C\$@, C<W+C<W(&T-"C0V, RXV-2`R-S<N-S<@; T*~#8S+C8U(#(W-RXW
M-R!M#0HT-C, N-C4@, C<W+C(Y(&P-"E, -"C`@1PT*~#8S+C8U(#(W-RXR.2!M
M#0HT.#8N, C\$@, C<W+C(Y(&P-"C0X-BXR, 2`R-S<N, CD@; 0T*~#@V+C(Q(#(W
M-RXW-R!L#0I3#0HP+C4@1PT*~3, P+C, W(#(W-RXW-R!M#0HU, #<N.#\$@, C<W
M+C<W(&P-"C4P-RXX, 2`R-S<N-S<@; 0T*~3`W+C@Q(#(W-RXR.2!L#0I3#0HP
M(\$<-"C4P-RXX, 2`R-S<N, CD@; 0T*~3, P+C, W(#(W-RXR.2!L#0HU, S`N, S<@
M, C<W+C(Y(&T-"C4S, "XS-R`R-S<N-S<@; `T*4PT*, "XU(\$<-"C4W-"XW-R`R
M-S<N-S<@; 0T*~34R+C(Q(#(W-RXW-R!L#0HU-3(N, C\$@, C<W+C<W(&T-"C4U
M, BXR, 2`R-S<N, CD@; `T*4PT*, "!' #0HU-3(N, C\$@, C<W+C(Y(&T-"C4W-"XW
M-R`R-S<N, CD@; `T*~3<T+C<W(#(W-RXR.2!M#0HU-S0N-S<@, C<W+C<W(&P-
M"E, -"D)4#0HQ, "XP-SD@, " `P(#\$P+C`W.2`U, "XQ, R`R-C8N, C4@5&T-"BA4
M; W1A; "E4:@T*~#S-N-3(W. " `P(%1\$#0I; *#, S+CDI+3(V, S\$N-2@T, 2XV*2TR
M-C4U+C, H-#S-N-"E=5\$H-"BTT, 2XU, C<X("TQ+C(Q-#0@5\$0-"BA#; &EF9G-<
M, C(R(%-H87)E*51J#0HT, BXP, C<X(#`@5\$0-"ELH-BXV*2TS, 3, Q+C0H. "XY
M*2TS, 34U+C(H.2XQ*5U42@T*+30T+C0U-C8@+3\$N, C\$T-"!41`T*~\$-L:69F
M<UPR, C(@4V%L97, @1G)O; 3HI5&H-"C\$N, C\$T-" `M, 2XR, 30T(%1\$#0HH3F]R
M=&@060E<FEC86X@36EN97, I5&H-"C0S+C(T, C(@, "141`T*6R@V+C4I+3, Q
M, S\$N-"@W+C4I+3, Q-34N, B@V+C<I751*#0HM-#, N, COR, B`M, 2XR, 30T(%1\$
M#0HH075S=")A; &EA; B!-:6YE*51J#0HT, RXW-#(S(#`@5\$0-"B@N, RE4:@T*
M150-"C`N-2!' #0HT.#8N, C\$@, C\$S+C0U(&T-"C0V, RXV-2`R, 3, N-#4@; `T*
M-#8S+C8U(#(Q, RXT-2!M#0HT-C, N-C4@, C\$R+CDW(&P-"E, -"C`@1PT*~#8S
M+C8U(#(Q, BXY-R!M#0HT.#8N, C\$@, C\$R+CDW(&P-"C0X-BXR, 2`R, 3(N.3<@
M; 0T*~#@V+C(Q(#(Q, RXT-2!L#0I3#0HP+C4@1PT*~3, P+C, W(#(Q, RXT-2!M
M#0HU, #<N.#\$@, C\$S+C0U(&P-"C4P-RXX, 2`R, 3, N-#4@; 0T*~3`W+C@Q(#(Q
M, BXY-R!L#0I3#0HP(\$<-"C4P-RXX, 2`R, 3(N.3<@; 0T*~3, P+C, W(#(Q, BXY
M-R!L#0HU, S`N, S<@, C\$R+CDW(&T-"C4S, "XS-R`R, 3, N-#4@; `T*4PT*, "XU
M(\$<-"C4W-"XW-R`R, 3, N-#4@; 0T*~34R+C(Q(#(Q, RXT-2!L#0HU-3(N, C\$@
M, C\$S+C0U(&T-"C4U, BXR, 2`R, 3(N.3<@; `T*4PT*, "!' #0HU-3(N, C\$@, C\$R
M+CDW(&T-"C4W-"XW-R`R, 3(N.3<@; `T*~3<T+C<W(#(Q, BXY-R!M#0HU-S0N
M-S<@, C\$S+C0U(&P-"E, -"D)4#0HQ, "XP-SD@, " `P(#\$P+C`W.2`U, "XQ, R`R
M, #S-N.3, @5&T-"BA4; W1A; "E4:@T*~#(N, # (W. " `P(%1\$#0I; *#8N. "DM, S\$S
M, 2XT*#<N-2DM, S\$U-2XR*#8N-RE=5\$H-"D54#0HP+C4@1PT*~#@V+C(Q(#\$Y
M. "XP.2!M#0HT-C, N-C4@, 3DX+C`Y(&P-"C0V, RXV-2`Q.3@N, #D@; 0T*~#8S
M+C8U(#\$Y-RXV, 2!L#0I3#0HP(\$<-"C0V, RXV-2`Q.3<N-C\$@; 0T*~#@V+C(Q
M(#\$Y-RXV, 2!L#0HT.#8N, C\$@, 3DW+C8Q(&T-"C0X-BXR, 2`Q.3@N, #D@; `T*
M4PT*, "XU(\$<-"C4S, "XS-R`Q.3@N, #D@; 0T*~3`W+C@Q(#\$Y. "XP.2!L#0HU
M, #<N.#\$@, 3DX+C`Y(&T-"C4P-RXX, 2`Q.3<N-C\$@; `T*4PT*, "!' #0HU, #<N
M.#\$@, 3DW+C8Q(&T-"C4S, "XS-R`Q.3<N-C\$@; `T*~3, P+C, W(#\$Y-RXV, 2!M
M#0HU, S`N, S<@, 3DX+C`Y(&P-"E, -"C`N-2!' #0HU-S0N-S<@, 3DX+C`Y(&T-
M"C4U, BXR, 2`Q.3@N, #D@; `T*~34R+C(Q(#\$Y. "XP.2!M#0HU-3(N, C\$@, 3DW
M+C8Q(&P-"E, -"C`@1PT*~34R+C(Q(#\$Y-RXV, 2!M#0HU-S0N-S<@, 3DW+C8Q
M(&P-"C4W-"XW-R`Q.3<N-C\$@; 0T*~3<T+C<W(#\$Y. "XP.2!L#0I3#0I"5`T*
M+T8S(#\$@5&8-"C\$P+C`W.2`P(#`@, 3`N, #<Y(#(U+C8U(#\$X-2XX-2!4; 0T*
M*\$]T:@5R(\$EN9F]R; 6%T:6]N*51J#0HO1C0@, 2!49@T*, " `M, 2XR-C(@5\$0-
M"ELH16R; FEN9W, @0F5F; W)E(\$EN=&5R97-T+!"1487AE<RP@1&5P<F5C:6%T
M:6]N(&%N9"!;!; 6]R=&E2871I; VX@7"A%0DE41\$%<*2!<* &1<*2DM, 3\$X-38N
M-"@Q, 3DN, BDM, C\$S, 2XU*#SP-RXP*5U42@T*, " `M, 2XR, 30T(%1\$#0I; *\$5A
M<FYI; F=S(\$)E9F]R92!); G1E<F5S="!A; F0@5&%X97, @7"A%0DE47"D@7"AD
M7"DI+3(T-SDW+C(H, 3`S+C@I+3(V, S\$N-B@Y, BXP*5U42@T*5`H-"ELH0V]M
M; 6]N(%-H87)E<R!/=71S=&%N9&EN9R!<*\$UI; &QI; VYS7"D@+2!!=F5R86=E
M(\$90<B!996%R*2TQ.3@R, BXW*#SQ+C<I+3(V, S\$N-2@Q, 2XV*2TR-C4U+C, H
M, 3, N, BE=5\$H-"CON.#4W-B`M, 2XR, 30T(%1\$#0HH+2!!="!996R+45N, R@Q
M:@T*, SDN, #DY(#`@5\$0-"ELH, 3\$N-RDM, C8S, 2XU*#SQ+C<I+3(V-34N, R#E
Q, M, 2XV*5U42@T*+30S+CDU-C8@+3\$N, C\$T-"!41`T*6RA#; VUM; VX@4VAA<F5S
M(%!R:6-E(%A; F=E("T@2&EG:"DM, C@S-S4N."@D, S4N, # `I+3\$V, S\$N-2@D
M, SON, # `I+3\$V-34N, R@D, C@N, # `I751*#0HT+C@U-S8@+3\$N, C\$T-"!41`T*
M*\$T@3&]W51J#0HS. "XU. 3@Y(#`@5\$0-"ELH, 3DN-C, I+3(Q, S\$N-2@R-2XW
M-2DM, C\$U-2XS*#S+T+C(U*5U42@T*+30S+C0U-C4@+3\$N, C\$T-"!41`T*~\$5M
M<&QO>65E<R!A="!996R+45N9"!<*&5<*2E4:@T*~#, N-#4V-2`P(%1\$#0I;
M*#8L.3`P*2TR, 3, Q+C4H-RPW, CDI+3(Q-34N, R@W+#@S, BE=5\$H-"B] &, B`Q
M(%1F#0HQ, B`P(#`@, 3(@, C4N-C4@-S(N-3<@5&T-"BA<* &)<*2!); F-L=61E
M<R!S96-U<FET:65S(&%T(&UA<FME="!V86QU92!O; B!D:7-T<FEB=71I; VX@
M9&%T92X@*51J#0I%5`T*96YD<W1R96%M#0IE; F108FH-"C\$T(#`@; V)J#0H\
M/`T*+U!R; V-3970@6R]01\$8@+U1E>'0@70T*+T9O; G0@/#P-"B] &, B`T(#`@
M4@T*+T8S(#4@, "!'2#0HO1C0@-B`P(%(-"CX^#0HO17AT1U-T871E(#P\0HO
M1U, Q(#<@, "!'2#0H^/@T*/CX-"F5N9&]B:@T*, 38@, "!'08FH-"CP\0HO3&5N
M9W1H(#4Y, PT*/CX-"G-T<F5A; 0T*OE0-"B] &-"`Q(%1F#0HQ, B`P(#`@, 3(@
M, C4N-C4@.30V+C@Y(%1M#0HP(&<-"B]4S\$@9W, -"C`@5&, -"C`@5`<-"BA<
M* &-<*2!); F-L=61E<R!T: &4@0V]M<%N>5PR, C)S('H87)E(@]F('9E; G1U
M<F5S(&%N9"!E<75I<&UE; G0@86-Q=6ER960@; VX@8V%P:71A; "!'L96%S97, N
M("E4:@T*, " `M, BXS(%1\$#0HH7"AD7"D@14)5\$1!(&%N9"!%0DE4(&%R92!N
M; W0@<)E<V5N=&5D(&%S('U8G-T:71U=&4@; 65A<W5R97, @; V8@; W!E<F%T
M:6YG(')E<W5L='; @; W(@8V%S:"!F; &]W(@9R; VT@; W!E<F%T:6]N<R@P@51J
M#0HP("TQ+C\$R(%1\$#0HH8G5T(&)E8V%U<V4@=&AE>2!A<F4@=VED96QY(&%C
M8V5P=&5D(&EN9&EC8710<G, @; V8@82!C; VUP86YY7#(R, G, @86)I; &ET>2!T
M; R!A8W%U:7)E(&%N9"!S97):6-E(&1E8G0N("E4:@T*, " `M, BXS(%1\$#0HH
M7"AE7"D@26YC; '5D97, @96UP; @]Y965S(&]F(&UA; F%G960@; 6EN:6YG('9E
M; G1U<F5S+B`I5&H-"E0J#0HH070@1&5C96UB97(@, S\$L(\$Y.3DL('1H92!#
M; VUP86YY(&AA9"R+##<P, B!S: &%R96AO; &1E<G, @; V8@<F5C; W)D+B`I5&H-
M"C(R+C@X("TR+C, @5\$0-"B@U. " `I5&H-"D54#0IE; F1S=")E86T-"F5N9&]B
M:@T*, 3<@, "!'08FH-"CP\#0HO4')O8U-E="!; +U!\$1B`O5&X="!="#0HO1F]N
M="` \ / `T*+T8T(#8@, "!'2#0H^/@T*+T5X=\$=3=&%T92` \ / `T*+T=3, 2`W(#`@
M4@T*/CX-"CX^#0IE; F108FH-"C\$X(#`@; V)J#0H\ / `T*+U1Y<&4@+TAA; &9T
M; VYE#0HO2&%L9G1O; F54>7!E(#\$-"B] (86QF=&]N94YA; 64@*\$1E9F%U; '0I

M#0HO1G)E<75E;F-Y(#8P#0HO06YG;&4@-#4-"B]3<&]T1G5N8W1I;VX@+U)O
M=6YD#0H^/@T*96YD;V)J#0HW(#`@;V)J#0H\/^T*+U1Y<&4@+T5X=\$=3=&%T
M90T*+U-!(&9A;'-E#0HO3U`@9F%L<V4-"B] (5" `O1&5F875L=`T*/CX-"F5N
M9&]B:@T*-"`P (&]B:@T*/#P-"B]4>7!E("] &;VYT#0HO4W5B='EP92`O5`EP
M93\$-"B].86UE("] &;@T*+T)A<V5&;VYT("]4:6UE<RU2;VUA;@T*/CX-"F5N
M9&]B:@T*-"`P (&]B:@T*/#P-"B]4>7!E("] &;VYT#0HO4W5B='EP92`O5`EP
M93\$-"B].86UE("] &;PT*+T)A<V5&;VYT("]4:6UE<RU";VQD#0H^/@T*96YD
M;V)J#0HV(#`@;V)J#0H\/^T*+U1Y<&4@+T9O;G0-"B]3=6)T>7!E("]4>7!E
M,OT*+TYA;64@+T8T#0HO16YC;V1I;F<@,3D@,"!2#0HO0F%\$949O;G0@+U1I
M;(6S+5)O;6%N#0H^/@T*96YD;V)J#0HQ.2`P (&]B:@T*/#P-"B]4>7!E("] &;
M;F-O9&EN9PT*+T1I9F9E<F5N8V5S(%L@,"]G<F%V92]A8W5T92]C:7)C=6UF
M;&5X+W1I;&1E+VUA8W)O;B]B<F5V92]D;W1A8V-E;G009&EE<F5S:7,-"B]R
M:6YG+V-E9&EL;&\$O:'5N9V%R=6UL875T+V]G;VYE:R]C87)O;B]D;W1L97-S
M:2]F:2]F;T*+TQ\$;&%S:"]L<VQA<V@O6F-A<F]N+WIC87)O;B]M:6YU<R`S
M.2]Q=6]T97-I;F=L92`Y-B]G<F%V92`Q,S`O<75O=&5S:6YG;&)A<V4-"B]F
M;&]R:6XO<75O=&5D8FQB87-E+V5L;&EP<VES+V1A9V=E<B]D86=G97)D8FPO
M8VER8W5M9FQE>"]P97)T:&]U<V%N9"]38V%R;VX-"B]G=6EL<VEN9VQL969T
M+T]%(#`\$T-2]Q=6]T96QE9G0O<75O=&5R:6=H="]Q=6]T961B;&QE9G0O<75O
M=&5D8FQR:6=H="]B=6QL970096YD87-H#0HO96UD87-H+W1I;&1E+W1R861E
M;&%R:R]S8V%R;VXO9W5I;'-I;F=L<FEG:'00;V4@,34Y+UED:65R97-I<R`Q
M-C008W5R<F5N8WD-"B`Q-C808G)O:V5N8F%R(#\$V."]D:65R97-I<R]C;W!Y
M<FEG:'00;W)D9F5M;6YI;F4@,3<R+VQO9VEEC86QN;WOO:'EP:&5N+W)E9VES
M=&5R9600;6%<F]N#0HO9&5G<F5E+W!L=7-M:6YU<R]T=V]S=7!E<FEO<B]T
M:'!)E97-U<5R:6]R+V%C=71E+VUU(#\$X,R]P97)I;V1C96YT97)E9"]C961I
M;&QA#0HO;VYE<W5P97)I;W(O;W)D;6%\$8W5L:6YE(#\$X."]O;F5Q=6%R=&5R
M+V]N96AA;&8O=&AR965Q=6%R=&5R<R`Q.3(O06=R879E+T%A8W5T92]I8VER
M8W5M9FQE>`T*+T%T:6QD92]I9&EE<F5S:7,007)I;F<O04400V-E9&EL;&\$O
M16=R879E+T5A8W5T92]8VER8W5M9FQE>`T*+T5D:65R97-I<R]9W)A=F4O
M26%<C=71E+TEC:7)C=6UF;&5X+TED:65R97-I<R]%=&@O3G1I;&1E+T]G<F%V
M90T*+T]A8W5T92]I8VER8W5M9FQE>"]/=&EL9&4O3V1I97)E<VES+VUU;'1I
M<&QY+T]S;&%S:"]59W)A=F4O56%<C=71E#0HO56-I<F-U;69L97@O561I97)E
M<VES+UEA8W5T92]4:&]R;B]G97)M86YD8FQS+V%G<F%V92]A86-U=&4O86-I
M<F-U;69L97@-"B]A=&EL9&4O861I97)E<VES+V%R:6YG+V%E+V-C961I;&QA
M+V5G<F%V92]E86-U=&4O96-I<F-U;69L97@-"B]E9&EE<F5S:7,0:6=R879E
M+VEA8W5T92]I8VER8W5M9FQE>"]I9&EE<F5S:7,0971H+VYT:6QD92]O9W)A
M=F4-"B]O86-U=&4O;V-I<F-U;69L97@O;W1I;&1E+V]D:65R97-I<R]D:79I
M9&4O;W-L87-H+W5G<F%V92]U86-U=&4-"B]U8VER8W5M9FQE>"]U9&EE<F5S
M:7,O>6%<C=71E+W1H;W)N+WED:65R97-I<PT*70T*/CX-"F5N9&]B:@T*,2`P
M(&]B:@T*/#P-"B]4>7!E("]O86=E#0HO4&%R96YT(#@@"!2#0HO4F5S;W5R
M8V5S(#,@,"!2#0HO0V]N=&5N=',@,B`P(%(-"CX^#0IE;F1O8FH-"CDE,"!O
M8FH-"CP^#0HO5`EP92`O4&%G90T*+U!A<F5N="`X(#`@4@T*+U)E<V]U<F-E
M<R`Q,2`P(%(-"B]#;VYT96YT<R`Q,"`P(%(-"CX^#0IE;F1O8FH-"C\$R(#`@
M;V)J#0H\/^T*+U1Y<&4@+U!A9V4-"B]087)E;G0@."`P(%(-"B]297-O=7)C
M97,@,30@,"!2#0HO0V]N=&5N=',@,3,@,"!2#0H^/@T*96YD;V)J#0HQ-2`P
M(&]B:@T*/#P-"B]4>7!E("]O86=E#0HO4&%R96YT(#@@"!2#0HO4F5S;W5R
M8V5S(#\$W(#`@4@T*+T-O;G1E;G1S(#\$V(#`@4@T*/CX-"F5N9&]B:@T*."`P
M(&]B:@T*/#P-"B]4>7!E("]O86=E<PT*+TMI9',@6S\$@,"!2(#D@,"!2(#\$R
M(#`@4B`Q-2`P(%)=#0HO0V]U;G0@-`T*+TUE9&EA0F]X(%LP(#`@-C\$R(#\$P
M,#A=#0H^/@T*96YD;V)J#0HR,"`P(&]B:@T*/#P-"B]4>7!E("]#871A;&]G
M#0HO4&%G97,@."`P(%(-"CX^#0IE;F1O8FH-"C(Q(#`@;V)J#0H\/^T*+T-R
M96%T:6]N1&%T92`H1#HQ.3\$P,#`S,38Q-C\$S,3@I#0HO4')O9'5C97(@*%PS
M-S9<,S<W7#`P,\$%<,#`P8UPP,#!R7#`P,&](<,#`P8EPP,#!A7#`P,'1<,#`P
M(%PP,#!\$7#`P,&E<,#`P<UPP,#!T7#`P,&E<,#`P;#PP,#!L7#`P,&5<,#`P
M<EPP,#`@7#`P,#-<,#`P+PPP,#`P7#`P,(I#0H^/@T*96YD;V)J#0IX<F5F
M#0HP(#(R#0HP,#`P,#`P,#`P(#8U-3,U(&8-"C`P,#`P,S8P-#(@,#`P,#`@
M;@T*,#`P,#`P,#`Q-R`P,#`P,"!N#0HP,#`P,#\$P,3<R(#`P,#`P(&X-"C`P
M,#`P,S0T-S8@,#`P,#`@;@T*,#`P,#`S-#4V-B`P,#`P,"!N#0HP,#`P,#,T
M-C4U(#`P,#`P(&X-"C`P,#`P,S0S.3<@,#`P,#`@;@T*,#`P,#`S-C0P,B`P
M,#`P,"!N#0HP,#`P,#,V,3,P(#`P,#`P(&X-"C`P,#`P,3`R.3D@,#`P,#`@
M;@T*,#`P,#`R,34S,R`P,#`P,"!N#0HP,#`P,#,V,C(P(#`P,#`P(&X-"C`P
M,#`P,C\$V-C\$@,#`P,#`@;@T*,#`P,#`S,S,W.2`P,#`P,"!N#0HP,#`P,#,V
M,S\$Q(#`P,#`P(&X-"C`P,#`P,S,U,#<@,#`P,#`@;@T*,#`P,#`S-#S\$U."`P
M,#`P,"!N#0HP,#`P,#,T,C8T(#`P,#`P(&X-"C`P,#`P,S0W-C,@,#`P,#`@
M;@T*,#`P,#`S-C4Q,B`P,#`P,"!N#0HP,#`P,#,V-38X(#`P,#`P(&X-"G1R
M86EL97(-"CP^#0HO4VEZ92`R,@T*+U)O;W0@,C`@,"!2#0HO26YF;R`R,2`P
M(%(-"B]1"!;/#5B86(W,S9E,V8T8F0U.#4T-#,Q83\$P8SDQ-6%<C-#B/CPU
M8F%B-S,V93-F-&)D-3@U-#0S,6\$Q,&Y,35A8S0W8CY=#0H^/@T*+W1A<G1X
3<F5F#0HS<C<V,OT*)25%3T8-"@`

end