

## DEED OF TRUST

THIS TRUST DEED is made between discoverAccess Limited, whose registered office is situated at Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands ("the Vendor") of the first part, and Hutchinson & Co Trust Company Ltd of Priory Court, Tuscam Way, Camberley, Surrey ("the Trustee"), of the second part.

### WHEREAS:

- A. The Vendor controls discoverAccess Club, which is a proprietary club, and whose purpose is to provide Occupancy Rights at the Resorts for the benefit of the Members from time to time until the Termination Date.
- B. The Rules provide that the Trustee shall control the Occupancy Rights of certain of the Holiday Accommodation, namely the discoverAccess Club Accommodation, and use its best endeavours to ensure that nothing is done which might prejudice the Members' beneficial interest in them until the Termination Date. Such rights are or will be secured or otherwise vested in the name of Access Clubs Title Limited, a limited company incorporated in England & Wales (the "Owning Company"), the sole members of which are the Trustee or wholly owned subsidiaries of the Trustee and/or Custodians. Notwithstanding the foregoing the Trustee the Vendor and the Resorts are subject to all relevant legislation in force from time to time and any warranties, guarantees or undertakings given herein are withheld insofar as any changes to such legislation alter the Trustee's ability to comply with such warranties, guarantees or undertakings.
- C. The Rules also provide that the Vendor has the obligation to make available sufficient Holiday Units that, in the sole opinion of the Trustee, are required to meet its obligations to Members from time to time until the Termination Date, and undertakes to arrange long term tour operator agreements from time to time in the name of the Owning Company in order to supplement the discoverAccess Club Accommodation.
- D. The Trustee has agreed to accept and hold on the trust terms and provisions set out below jointly with a Custodian and/or the nominee of the Trustee for the benefit of the Vendor and the Members from time to time:-
  - (i) control of the Owning Company and its assets by becoming a member thereof and
  - (ii) any other property which may from time to time be transferred to it or otherwise be held by itall of which items specified in D(i) and D(ii) shall be referred to jointly in this Deed as "the Trust Property".

**NOW THEREFORE IT IS HEREBY AGREED as follows:**

**1. DEFINITIONS**

In this Deed except where the context otherwise requires:

<b>“Club”</b>	means discoverAccess Club
<b>“Rules ”</b>	means the Rules of the Club, a copy of which is attached, as amended from time to time
<b>“Reservation Fee”</b>	means the Reservation Fee provided for under the Rules
<b>“Custodian”</b>	means a legal entity other than the Trustee who is a shareholder or director of the Owing Company and who cannot act for or commit the Owing Company in any way except with the written permission of the Trustee.
<b>“Purchaser”</b>	means any person who has entered into a Purchase Agreement with the Vendor.
<b>“Client Account”</b>	means a bank account held in the name of the Trustee or its nominee (for which there exists a Declaration of Trust by the Trustee in favour of the Vendor and Members) to be used for funds received from Purchasers. Except where required in the exercise of the Trustee’s obligations outlined herein, this account will remain free from charge, lien, mortgage or encumbrance and will be used only for holding monies for third parties in trust and will not be used for any other purpose by the Trustee or any affiliated or subsidiary company of the Trustee (save for the subsequent disbursement of such funds under the terms of the Deed of Trust).
<b>“Escrow Account”</b>	means a bank account held in the name of the Trustee or its nominee (for which there exists a Declaration of Trust by the Trustee in favour of the Vendor and Members) to be used for the partial retention of funds distributed from a Client Account in the event that the Release Criterion outlined in clause 4 of this Deed has not been met. Except where required in the exercise of the Trustee’s obligations outlined herein, this account will remain free from charge, lien, mortgage or encumbrance and will be used only for holding monies for third parties in trust and will not be used for any other purpose by the Trustee or any affiliated or subsidiary company of the Trustee (save for the subsequent disbursement of such funds under the terms of the Deed of Trust).
<b>“Escrow Holder”</b>	means the signatory to any bank account containing funds held in escrow pending the issue of Holiday Certificates.
<b>“Purchase Price”</b>	means the price payable by a Purchaser under the relevant Purchase Agreement.
<b>“Net Purchase Price”</b>	means the Purchase Price excluding the proportion of the administration fee and contract fee payable to the Trustee, whether or not itemised on the Purchase Agreement.

**“Security Fund”** means a fund controlled by the Trustee which shall be a combination of cash, and unsold timeshare weeks (which are at the Vendor’s disposal and which do not already form part of the discoverAccess Club Accommodation), to be used to augment the funds held by the Management Company in the Reservation Fee Account from time to time, if required in order to fulfil the Vendor’s obligations to provide Supplementary Accommodation.

**“Management Report”** means a report prepared by the Vendor and the Management Company and submitted to the Trustee from time to time outlining the Vendor’s obligations to the Members for the ensuing 24 months. Except as defined herein and where the context otherwise requires, the meaning and interpretation of all words and phrases to be applied in this document shall be as defined and interpreted in the Rules attached hereto.

## **2. INTERPRETATION**

Covenants or warranties given and or liabilities otherwise assumed under the provisions of this Deed by two or more persons shall be deemed to be so given and assumed by such persons jointly and severally.

## **3. APPOINTMENT OF TRUSTEE**

3.1 The Vendor appoints the Trustee and the Trustee accepts appointment as Trustee and agrees to become exclusively entitled to the entire issued share capital in and to become Director of the Owning Company through its wholly owned subsidiaries and/or a Custodian, and to act as trustee on behalf of the Vendor and the Members on the terms set out in this Deed in accordance with the Rules, provided that:

- (a) The Trustee shall not be bound to concur in or perform any act or acts which in its opinion shall be illegal or inconsistent with the trust provisions declared in this Deed or shall constitute a breach of trust or might involve it in any personal liability or in any action which may be improper or disreputable or which may in its opinion constitute a breach of any conditions or covenants affecting the Trust Property or other contractual obligation of the Trustee in its capacity as trustee; and
- (b) The Trustee shall be under no obligation to enter into any contract under which it would or could incur liability on its own account; and
- (c) The Trustee shall in no circumstances be liable to the Vendor, the Members or any third party individually or collectively for any amount in excess of the value of the assets held by the Trustee from time to time.
- (d) That the foregoing obligations of the Trustee are subject to the payment of the Trustee’s fees detailed herein and in the Trustee’s fee schedule as amended from time to time.

## **4. RELEASE OF FUNDS**

4.1 Where, at the date of the Purchaser’s obligations under a Purchase Agreement being fulfilled, the discoverAccess Club Accommodation is not less than 20% of the total Holiday Accommodation, (the above being known as the “Release Criterion”), the Trustee shall receive and hold in a Client Account any part of the Net Purchase Price paid by the Purchaser to the Trustee. Such funds, less any sum required by the Trustee to be paid into the Security Fund, shall be released to the order of the Vendor by the Trustee on the date of the first distribution of funds made by the Trustee following receipt of such funds.

- 4.2 Where at the date of a Purchase Agreement being entered into the Release Criterion has not been satisfied the Trustee shall receive and hold in a Client Account any part of the Net Purchase Price paid by a Purchaser to the Trustee. From this sum £500 (index linked) in respect of each Membership purchased shall be released by the Trustee into an Escrow Account controlled by the Trustee on the date of first distribution of funds made by the Trustee following receipt of such funds and shall be released from escrow to the order of the Vendor, when the Release Criterion has been fulfilled. The balance thereafter, less any sum required by the Trustee to be paid into the Security Fund, shall be released immediately to the order of the Vendor or whomsoever it may designate.
- 4.3 Upon the Release Criterion being satisfied, the Trustee shall release from escrow to the order of the Vendor such part of the Net Purchase Price that is held by the Trustee, and where the Purchase Price has been paid in full, shall arrange for the issue of the Holiday Certificate.
- 4.4 Interest arising on the Escrow Account shall enure to the Vendor and interest arising on the Client Account shall enure to the Trustee.

#### **5. LIMITATIONS ON TRUSTEE'S RESPONSIBILITIES**

- 5.1 The Trustee shall have no responsibility for either the administration or management of the Holiday Units, the Club or the Resorts, nor shall the Trustee be liable for any losses or depreciation which may result in any way to the Holiday Units, and the Trustee relies on the warranty and/or guarantee in regard to the validity or otherwise of the title to the Occupancy Rights of the discoverAccess Club Accommodation given by the Vendor, the lawyer or trustee acting for the Vendor, and the lawyer appointed to act for the Trustee with the agreement of the Vendor (if one is appointed), in this order, and the Trustee gives no other warranty or guarantee in regard to the validity or otherwise of the title to same.
- 5.2 The Trustee shall not be required to take any legal or other action in relation to any matter whatsoever unless fully and effectually secured or indemnified by the Member or the Vendor to the reasonable satisfaction of the Trustee in respect of all costs and liabilities which may be incurred or suffered by the Trustee.
- 5.3 The Trustee shall not be responsible for any loss suffered by the Club, the Resorts, the Vendor or any Member or arising out of or in respect of any act or omission on the part of the Trustee, its officers, employees or agents in respect of the Trust Property unless the same shall have been caused by or have arisen from bad faith or negligence on the part of the Trustee or its said officers, employees or agents.
- 5.4 In addition to the above limitations to the Trustee's responsibilities, the Trustee is not responsible for any loss suffered by the Club, the Resorts, the Vendor or any Member arising as a result of force majeure nor for any such loss arising in respect of any funds paid to any other parties.
- 5.5 The Trustee shall not be responsible for any loss suffered by the Club, the Resorts, Vendor or the Members arising as a result of any changes to or enactment of any new legislation in force from time to time and as a result of any change in diplomatic or other relations between governments.
- 5.6 The Trustee shall have no obligation to ensure that a specific Holiday Unit is allocated to each Holiday Certificate.

#### **6. TRUSTEE'S POWERS AND DUTIES**

- 6.1 (a) The Trustee warrants and undertakes that the Client Account(s) and Escrow Account(s), except as otherwise required in the exercise of the Trustee's powers and obligations herein will remain free from charge, lien, mortgage or encumbrance and will be used only for holding monies for third

parties in trust and will not be used for any other purpose by the Trustee or any affiliated or subsidiary company of the Trustee (save for the subsequent disbursement of funds under the terms of the Deed of Trust).

- (b) The Trustee shall be entitled to obtain legal advice from its solicitors for the time being and/or the opinion of Counsel on any matter relating to the Trust Property or in relation to the trust hereby constituted or the exercise of the Trustee's power or duties hereunder and this shall be at the expense of the Members and the Vendor.

6.2 The Trustee shall have the following additional powers:

- (a) No form of Purchase Agreement or other form of private contract whereby the Vendor sells or offers to sell Memberships may be used other than in the form annexed without the express written approval of the Trustee which will not be unreasonably refused.
- (b) The Trustee or its nominee shall act as Escrow Holder in respect of all monies payable under any contracts whereby any person or firm applies to become a Member of the Club, in accordance with the terms of Clause 4 above, which shall not be altered or amended to the prejudice of any prospective Member without the express written approval of the Trustee.
- (c) All Holiday Certificates shall be issued or reissued by the Trustee in its capacity as registrar on such terms and conditions as shall from time to time be agreed with the Vendor. The Certificates shall be authenticated in such manner as the Trustee shall from time to time consider appropriate, and an up to date register of Holiday Certificates so issued shall be maintained by the Trustee at all times.
- (d) Notwithstanding the provisions of this Deed the Trustee or any subsidiary or associated company of the Trustee shall not be precluded from acting as Banker to the Vendor, the Management Company or the Club nor from making any advances to the Vendor, the Management Company or the Club on such terms as may be agreed or from making any contract or entering into any financial or other transaction in the ordinary course of business with the Vendor, the Management Company or the Club and shall be entitled to charge interest on overdrawn accounts and to make the usual Banker's charges and shall not be liable to account to the Vendor, the Management Company or the Club for any profit made in connection with so acting. In respect of any sums so advanced, the Trustee shall be entitled to have recourse to and be indemnified out of such part of the Trust Property as is held to the order of the Vendor, the Management Company or the Club, or the proceeds of sale thereof, and for such purposes shall have all the powers of an absolute owner to sell, let, mortgage or otherwise dispose of same, or any part thereof, unrestricted by clause 3 herein or the Rules.
- (e) To appoint an expert to make determinations in the event of any dispute between the Vendor and the Management Company.
- (f) The Trustee shall be entitled to have recourse to, and be indemnified out of, the Trust Property or the proceeds of the sale thereof for all sums expended by the Trustee in or about or in any way in connection with the Trusts of this Deed for all sums (including remuneration) payable to the Trustee herein and to meet and discharge the cost of any indemnity to which it is entitled herein and for such purposes shall have all the powers of an absolute owner to sell, let, mortgage or otherwise dispose of the Trust Property or any part thereof unrestricted by Clause 3 hereof or the Rules.

- 6.3 In the event of failure on the part of the Vendor to act as the Management Company, or to appoint a Management Company, or to replace a Management Company if the appointed one has ceased to operate, the Trustee shall have the power, but not the obligation, to appoint a temporary management company to ensure the uninterrupted use of the Holiday Units by the Members. In the event that a replacement for the former Management Company has not been appointed within three months of the initial Management Company ceasing to operate, the Trustee shall have sole discretion either to appoint the temporary management company as the Management Company, or to appoint a suitable alternative company to act as the Management Company; and the Trustee shall be entitled to remuneration accordingly, at the expense of the Vendor and/or the Members, as the case may be, in respect of all its fees and costs incurred in the exercise of these powers, and shall be entitled to request payment on account prior to exercising its rights under this clause.
- 6.4 The Trustee shall review the Management Report at 3 monthly intervals for the first 12 months, and at 6 monthly intervals thereafter. Should the Trustee, with sole discretion, deem the cash held in the Security Fund to be insufficient to meet the Vendor's obligations outlined therein, it shall request the Vendor to transfer additional cash or unsold timeshare weeks into the Security Fund, and conversely, should the Trustee, with sole discretion, deem the amount held to be excessive, it shall release any excess to the order of the Vendor. In the event that the Vendor fails to increase the Security Fund when requested by the Trustee to do so, the Trustee shall have irrevocable power to sell as many of the timeshare weeks held in the Security Fund as are necessary, at whatever price it can achieve, in order to make up the shortfall.
- 6.5 In the event of the Vendor and the Management Company failing to provide the Management Report within the stipulated time period, the Trustee shall have the power to appoint an independent professional practitioner to prepare same at the expense of the Vendor.
- 6.6 The Trustee shall at all times have the right to inspect the books of account relating to the Reservation Fee Account.

## **7. DURATION OF TRUSTEE'S APPOINTMENT**

The appointment of the Trustee shall continue from the date of this Deed until the Termination Date or until terminated either by the Trustee or the Vendor, or his successor in title, giving to the other no less than six months' notice in writing of its desire to terminate this appointment, whichever of such dates shall be the earlier. No such notice shall in any event take effect before the expiry of one year from the date hereof. Upon the termination of the appointment of the Trustee the Vendor or Management Company shall pay to the Trustee all remuneration then owing to the Trustee together with any outstanding reasonable out-of-pocket expenses and all fees, costs and expenses incurred by or on behalf of the Trustee in transferring its interests in the Trust Property in the manner hereinafter provided. The Trustee shall upon the termination of its appointment transfer the Trust Property at the expense of the Vendor or Management Company to a suitable successor trustee, but failing which the trusteeship shall not fail for want of a trustee and the Trustee shall make and pursue at the expense of the Trust Property an appropriate application to have a suitable successor trustee appointed.

## **8. VENDOR'S POWERS AND DUTIES**

- 8.1 The Vendor shall be entitled to grant Memberships in accordance with the terms of the Rules, and to countersign all such grants.
- 8.2 The Vendor for itself and on behalf of each Member covenants with the Trustee:
- (a) To pay on demand all payments whatsoever (including rent, rates, mortgages or any other encumbrances, service or maintenance charges, interest, costs, expenses and damages) covenanted or agreed to be paid (whether contingently or otherwise) under the terms of any instrument

by which the Trust Property or any part, was transferred to the Owning Company or for which the Club, the Resorts or the Trustee may otherwise be liable.

- (b) At all times during the continuance of the Trust to observe and perform all the covenants, terms and conditions contained in the instrument by which the Occupancy Rights of the discoverAccess Club Accomodation were transferred to the Owning Company and which on the part of the Owning Company are to be observed and performed.
- (c) To indemnify and keep fully and effectually indemnified the Trustee from and against all actions, claims, demands, losses, damages, costs and expenses made against or suffered or incurred by the Trustee arising directly or indirectly from any breach, non-observance or non-performance of any of the covenants contained in paragraphs (a) and (b) of this Clause.

8.3 The Vendor warrants that save as otherwise ordered by a Court of competent jurisdiction or as provided in this Deed the Trustee shall not by entering into and acting in pursuance of the terms and conditions of this Deed owe any duty, obligation or liability to any person or persons (whether corporate or individual) other than the Vendor and the Members and no such person or persons is entitled to charge, pledge or demand or require to oblige the Trustee to transfer any property held by the Trustee in pursuance of this Deed.

8.4 The Vendor hereby undertakes for itself and on behalf of the Members and Management Company that neither the Trustee's name nor any reference to its appointment or duties as trustee for the Trust Property shall appear on any literature or document or any advertisement issued by or on behalf of it, the Club or the Resorts without the prior approval in writing of the Trustee.

8.5 The Vendor shall pay or shall procure that the Members and/or Management Company as the case may be shall pay to the Trustee as remuneration for the performance of its duties hereunder such fees as may from time to time be separately agreed upon between it and the Trustee (or failing which between the Management Company and the Trustee) and all out of pocket expenses incurred by the Trustee in complying with the terms of this Deed.

8.6 The Vendor for itself and on behalf of the Members hereby undertakes to indemnify and hold harmless the Trustee from and against all costs, liabilities and expenses which may result from the proper performance by the Trustee of its duties hereunder and the Trustee shall be kept fully indemnified by the Members and Management Company and the Vendor against all losses, claims, demands, expenses and other liabilities made or incurred in connection with the Trust Property or in any other way in connection with the holding by the Trustee of the office of custodian trustee hereunder. The Trustee shall have the right if at any time it considers it desirable so to do to require that the Vendor or the Management Company shall deposit with the Trustee as a reserve fund such sum as shall be reasonably necessary in support of the indemnity contained in this clause.

8.7 The Vendor hereby undertakes to comply with all applicable timeshare legislation and to procure that all documentation which is required by law to be given to Purchasers is provided to them, duly translated, where applicable, into the Purchaser's language.

8.8 The Vendor hereby undertakes that it shall, jointly with the Management Company, prepare and submit to the Trustee the Management Report at the intervals specified in clause 6.4 of this Deed. The Vendor agrees that, should the Trustee so request, the Management Report shall be certified by a suitably qualified independent professional practitioner such as an accountant or lawyer.

**9. VARIATION OF THE TRUST DEED**

The Vendor and the Trustee may by supplemental deed modify or add to the provisions of this Deed in such manner and to such extent as they may consider necessary or expedient provided that unless the Trustee shall certify in writing that in its opinion such modification, alteration or addition does not materially prejudice the interests of the then existing Members and does not operate to release any of the parties hereto from any responsibility to the then existing Members no such modification or addition shall be made without the sanction of an ordinary resolution of Members in general meeting.

**10. ADMINISTRATIVE**

10.1 Any notice which is required to be given in pursuance of any provision of this Deed shall be given or served by sending the same by prepaid first class post addressed to the appropriate party as the case may be at its respective registered office referred to in this Deed or such other registered office as may be notified in writing to all the other parties hereto or to the business address of the Club or such other address as shall from time to time be notified to the Trustee for such purpose and any notice if sent by first class prepaid mail and recorded delivery shall be deemed to have been given or served forty-eight hours after dispatch, excluding Sundays and public holidays.

10.2 This Deed shall be governed and construed in accordance with the Laws of England. The rights of all persons and the construction and the effect and every of the provisions hereof shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the Courts of England.

\_\_\_\_\_  
THE COMMON SEAL of Hutchinson  
& Co. Trust Company Limited  
was hereunto affixed in the presence of

\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
THE COMMON SEAL of  
discoverAccess Limited  
was hereunto affixed in the presence of

\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



CLUB CALENDAR

INTRODUCING HOLIDAY OWNERSHIP

Week No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53
Year	January				February				March				April				May				June				July				August				September				October				November				December								
2005	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31
2006	7	14	21	28	4	11	18	25	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	
2007	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	
2008	5	12	19	26	2	9	16	23	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	
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2011	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31
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