

THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:
Drew S. Reiferson, Esq.
Troutman Sanders Mays & Valentine LLP
P.O. Box 1122
Richmond, Virginia 23218-1122



SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement") is made as of the 27th day of December, 2001, between PRUDENTIAL MULTIFAMILY MORTGAGE, INC., a Delaware corporation ("Senior Lender") and the CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Planning and Development ("Subordinated Lender").

Recitals

A. Senior Lender is making a loan to 343 South Dearborn II, L.L.C., an Illinois limited liability company ("Borrower"), in the principal amount of \$19,576,000.00 (the "Loan"), as evidenced by a Multifamily Note between Borrower and Senior Lender of even date herewith (the "Senior Note").

B. The Loan is secured by, inter alia:

- (i) a Multifamily Mortgage, Assignment of Rents and Security Agreement of even date herewith (the "Senior Mortgage"), to be recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") encumbering the land legally described on Exhibit A attached hereto and the improvements thereon (the "Property"); and
- (ii) such other documents and instruments as may evidence, govern, guaranty or secure the Loan.

C. The Senior Note, Senior Mortgage and all of the foregoing described documents and instruments, together with all other documents and instruments evidencing and securing the Loan, are hereinafter collectively referred to as the "Senior Loan Documents". All persons and entities now or hereafter obligated under the Senior Loan Documents, including Borrower and any guarantor, are referred to individually as "Obligor" and collectively as "Obligors".

D. Senior Lender intends to sell, transfer and deliver the Senior Note and assign the Senior Mortgage to Fannie Mae ("Fannie Mae") within sixty (60) days of the date hereof.

E. Subordinated Lender and Borrower have entered into that certain Redevelopment Agreement dated June 11, 1999, recorded with the Recorder on June 14, 1999 as document number 99566727 (the "Redevelopment Agreement"), with respect to the development of the Property (the "Development"). Pursuant to the Redevelopment Agreement, the Subordinated Lender has provided Borrower with \$6,600,000.00 (the "TIF Financing") to pay or reimburse Borrower for certain costs of the Development. The performance by Borrower of certain covenants of Borrower set forth in the Redevelopment Agreement is secured by a Junior Construction Mortgage dated June 11, 1999, recorded with the Recorder on June 14, 1999 as document number 99566731, from Borrower to Subordinated Lender encumbering the Property, (the "Subordinated Mortgage").

F. All obligations of Obligors to Senior Lender, whether now existing or hereafter arising, due or to become due (including, without limitation, principal, interest, including interest accruing after any bankruptcy or insolvency proceeding relating to any Obligor, notwithstanding

*Commonly known as: 343 So. Dearborn
Chicago, IL.*

1st AMERICAN TITLE order # CC 201473
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any provisions of law which might restrict the rights of Senior Lender, as against any Obligor, to collect such interest, prepayment premiums, fees, and expenses), under the Senior Note and the Senior Loan Documents are referred to collectively as the "Senior Liabilities".

G. Senior Lender has agreed to make the Loan and allow the Subordinated Mortgage to remain a lien on the Property, on the condition that Subordinated Lender enter into this Agreement.

Agreements

In consideration of the foregoing Recitals which by this reference are made a part of this Agreement, and as an inducement to Senior Lender to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1. Warranties of Senior Lender and Subordinated Lender. Subordinated Lender represents and warrants that a true, correct and complete copy of the Subordinated Mortgage has heretofore been delivered to Senior Lender and Senior Lender acknowledges its receipt of same. Senior Lender represents and warrants that a true, correct and complete copy of the (i) Senior Mortgage and (ii) Master Lease of even date herewith, executed by and between Borrower and 343 South Dearborn I, L.L.C., an Illinois limited liability company (the "Master Lease") have heretofore been delivered to Subordinated Lender and Subordinated Lender acknowledges its receipt of same.

2. Warranties of Subordinated Lender to Senior Lender. Subordinated Lender represents and warrants that:

- (i) to the actual knowledge of Robert Kunze, Deputy Commissioner of the Department of Planning and Development, TIF Division ("Mr. Kunze"), the Redevelopment Agreement is in full force and effect and has not been modified or amended;
- (ii) to the actual knowledge of Mr. Kunze, there are no defaults under the Redevelopment Agreement or the Subordinated Mortgage or any conditions which with only the passage of time or giving of notice or both would become a default under the terms of the Subordinated Mortgage or the Redevelopment Agreement;
- (iii) the term of the Redevelopment Agreement expires on December 31, 2008 (the "Expiration Date");
- (iv) the covenants set forth in the Redevelopment Agreement, including, but not limited to, those covenants running with the land (except those covenants set forth in Section 8.19(c)(iii) and (d) of the Redevelopment Agreement), are released and of no further force and effect as of the Expiration Date;
- (v) the Construction L/C (as defined in the Redevelopment Agreement) is subject to termination upon the issuance of the Certificate of Completion of Rehabilitation (as defined in the Redevelopment Agreement) on December 10, 2001;
- (vi) As set forth more fully in Section 16 (A) of the Redevelopment Agreement, the Senior Lender and Fannie Mae shall not be liable

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for any of Obligors' obligations, monetary or non-monetary, which accrued prior to Senior Lender or Fannie Mae obtaining fee simple title to the Property by foreclosure, deed-in-lieu of foreclosure, or otherwise;

- (vii) As set forth more fully in Section 16(A) of the Redevelopment Agreement, subsequent to the Senior Lender or Fannie Mae obtaining fee simple title to the Property by foreclosure, deed-in-lieu of foreclosure, or otherwise, and provided that Senior Lender does not accept an assignment of Borrower's interest in the Redevelopment Agreement, the Senior Lender shall be liable only for the covenants in the Redevelopment Agreement that run with the land; provided, however that Senior Lender shall have no monetary liability or non-monetary for any violation of the Dark Days Covenant (as defined in Section 8.20 of the Redevelopment Agreement) provided that the Master Lease (as defined in Section 12) remains in effect;
- (viii) to date, the only indebtedness advanced by the Subordinated Lender to the Borrower is the TIF Financing;
- (ix) the Borrower is obligated to repay the TIF Financing only (A) upon an event of default under the Redevelopment Agreement; (B) as required by the indemnification provisions of Sections 11 and 13 of the Redevelopment Agreement; or (C) in the event of an inaccurate statement in the Economic Disclosure Statement ("EDS") submitted by Borrower 343 South Dearborn I, L.L.C., an Illinois limited liability company and their respective owners; and
- (x) the Redevelopment Agreement, the Subordinated Mortgage, and (upon termination of the Construction L/C) the Payment L/C, the EDS forms, the June 10, 1999 letter from Borrower to Subordinated Lender regarding the payment of the developer's fee, and the June 10, 1999 Developer's Certificate regarding compliance with laws, are the only documents, currently in full force and effect, evidencing, securing and/or executed in connection with the TIF Financing between Borrower and the City;

The provisions of Sections 2 (vi) and (vii) above, shall not (A) prevent the Subordinated Lender from exercising its remedies under the Redevelopment Agreement or the Subordinated Mortgage against the Obligors, or any person or entity other than the Senior Lender (or its assignee), subject to the terms of this Agreement, or from drawing on the Payment L/C; or (B) along with Section 16 (A) of the Redevelopment Agreement, waive or relieve the Senior Lender or Fannie Mae of any obligations generic to all building owners in the City of Chicago, Illinois, such as, for example, maintaining the Property in compliance with laws and paying general real estate taxes for the Property.

3. Subordination of Liens. Subordinated Lender hereby agrees that the lien and security interests created by the Subordinated Mortgage are and shall be subordinate to the liens and security interests created by the Senior Loan Documents and to any and all amendments, modifications, extensions, replacements or renewals of the Senior Loan Documents, and to any and all advances heretofore made or hereafter to be made under the Senior Loan Documents pursuant to the terms thereof. Subordinated Lender hereby agrees that

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Senior Lender shall maintain and control the terra cotta reserve established by the Redevelopment Agreement.

4. Notices to Subordinated Lender; Waiver by Subordinated Lender.

(a) Senior Lender shall send to Subordinated Lender, in accordance with Section 17 hereof, a copy of each written notice of default given by Senior Lender to Borrower pursuant to the Senior Loan Documents.

(b) Except as provided in subparagraph (a) above, Subordinated Lender hereby waives (i) notice of the existence, creation or nonpayment of all or any of the Senior Liabilities; (ii) notice of any amendment, modification, extension, replacement or renewal of the Senior Loan Documents, (iii) notice of any advances hereafter to be made under the Senior Loan Documents, and (iv) all diligence in collection or protection of or realization upon the Senior Liabilities or any security therefore.

5. Covenants of Subordinated Lender. Subordinated Lender shall not, without the prior written consent of Senior Lender:

(a) modify, amend or consent to any modification or amendment of the Subordinated Mortgage that (i) increases the interest rate payable under the Subordinated Mortgage, or increases the frequency of payment of interest or principal under the Subordinated Mortgage, (ii) increases the principal amount of the indebtedness secured by the Subordinated Mortgage, (iii) shortens or accelerates the maturity date of the indebtedness secured by the Subordinated Mortgage (except in accordance with Section 6 hereof), or (iv) creates additional covenants to be performed by Borrower;

(b) take any action affecting any lease of the Property in which Senior Lender claims a security interest (including, without limitation, any action to subordinate any such lease to the Subordinated Mortgage); or

(c) commence, or join with any creditor (other than Senior Lender), in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to any Obligor, prior to the lapse of one hundred eighty (180) days from Senior Lender's receipt of notice from Subordinate Lender of Subordinate Lender's intent to take such action, and provided Senior Lender has instituted foreclosure proceedings during such initial one hundred eighty (180) day period, an additional ninety (90) days provided Senior Lender is diligently pursuing foreclosure of the Property and extinguishing all of Borrower's interest and rights in the Property;

6. Enforcement of Subordinated Mortgage. Subordinated Lender shall not

(a) seek to appoint a receiver for (i) the Property, (ii) any part thereof, or (iii) any Obligor, (b) seek to obtain possession of the Property; (c) seek any accounting from Senior Lender in respect to the proceeds of the Property; or (d) commence or seek to enforce any remedy under the Subordinated Mortgage (including, without limitation any action to foreclose the lien of the Subordinated Mortgage, but excluding the Subordinate Lender's rights to draw on the Payment L/C as such term is defined in the Redevelopment Agreement), unless a default by Borrower has occurred under the Subordinated Mortgage and has not been cured within any applicable grace or cure period (an "Uncured Default"), Subordinated Lender has given Senior Lender written notice of the Undeclared Default, and one hundred eighty (180) days have elapsed from the date of Senior Lender's receipt of such notice. Notwithstanding the foregoing, the cure period shall be extended for an additional ninety (90) days (or, if a casualty event is involved, such longer

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period as may be required to complete any restoration) provided that Senior Lender is diligently pursuing the cure of any Borrower default.

7. Notices of Default. Subordinated Lender hereby agrees to give Senior Lender, contemporaneously with the giving thereof to the applicable Obligor, copies of any notices given to an Obligor pursuant to Section 5.01 of the Subordinated Mortgage or Section 15.03 of the Redevelopment Agreement regarding any default or event which following the passage of time and failure to cure, could result in the occurrence of a default under the Subordinated Mortgage or the Redevelopment Agreement.

8. Insurance Proceeds and Condemnation Awards. Subordinated Lender agrees that in the event of a casualty to the buildings or improvements constructed on the Property or a condemnation or taking under a power of eminent domain of the Property, the buildings or improvements thereon, or a threat of such a condemnation or taking, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking shall be prosecuted, at Senior Lender's election, by Senior Lender and all payments and settlements of insurance claims or condemnation awards or payments in anticipation of condemnation or a taking shall be paid to Senior Lender, to be held and disbursed in accordance with the provisions of the Senior Loan Documents. Subordinated Lender hereby irrevocably assigns to Senior Lender all of its interest in any such claims, settlements or awards, to the extent necessary to satisfy indebtedness due under the Senior Loan Documents.

9. Consent to Easements and Plats of Subdivision. At the joint reasonable direction of Borrower and Senior Lender, or at the reasonable direction of Senior Lender, Subordinated Lender hereby agrees to execute, whether or not a default or event of default may then exist under any of the Subordinated Mortgage, any easements, plats of subdivision, nondisturbance agreements, and similar documents in connection with the construction, development, operation, maintenance or marketing of the Property, as Subordinated Lender's interests appear. No payment or other consideration need be paid to Subordinated Lender as a condition to its execution and delivery of any such document or instrument. Nothing in this Section 9 shall obligate Subordinated Lender to execute any documents relating to the conversion of the Property to a condominium, cooperative or other form of community interest ownership prior to the expiration of the Redevelopment Agreement, or any other documents (except Subordination, Non-Disturbance and Attornment Agreements in form and substance reasonably acceptable to Subordinated Lender) that require the approval of the City of Council of Chicago, as reasonably determined by the City of Chicago Department of Law.

10. Subrogation. Until such time as the Senior Liabilities have been paid in full, Subordinated Lender waives and releases any and all rights of subrogation which it has against the Property and which subrogation would result in Subordinated Lender obtaining a priority equal or superior to the priority of the Senior Loan Documents for any funds which Subordinated Lender may advance either to cure defaults under security instruments or pay liens encumbering the Property or otherwise protect the lien of the Subordinated Mortgage.

11. Permitted Actions by Senior Lender. Senior Lender may, at any time and from time to time, in its sole discretion and without notice to Subordinated Lender, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Senior Liabilities; (b) retain or obtain the primary or secondary obligation of any Obligor or Obligors with respect to any of the Senior Liabilities; (c) extend or renew the Loan for one or more periods of time (whether or not longer than the original period), alter or modify any of the Senior Liabilities, or release or compromise any obligation of any nature of any Obligor with respect to any of the Senior Liabilities; (d) release its security interest in, or surrender, release or permit any substitution or exchange for all or any part of, the property securing any of the Senior Liabilities, or extend or renew the Loan for one or more periods of time (whether or not longer than the an the original period) or release, compromise, alter or modify any obligation of any nature

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of any Obligor with respect to any such property; (e) cross-default the Senior Loan Documents with the Subordinated Mortgage and Redevelopment Agreement and (f) take any such action with respect to any collateral for the Senior Liabilities which it may be entitled to take under the Senior Loan Documents, pursuant to applicable law or otherwise.

12. Master Lease. Subordinated Lender acknowledges that the provisions of Section 8.20 of the Redevelopment Agreement (entitled "Dark Day Covenants"), with respect to the ground floor commercial space, are satisfied by the terms of the Master Lease notwithstanding that the terms and provisions of the Master Lease do not require the tenant under the Master Lease to occupy the ground floor commercial space.

13. Assignment. Senior Lender may, at any time and from time to time, without consent of Subordinated Lender, assign or transfer any or all of the Senior Liabilities or any interest therein; and notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Senior Liabilities shall be and remain Senior Liabilities for the purpose of this Agreement, and every immediate and successive assignee or transferee of any of the Senior Liabilities or of any interest therein shall, to the extent of the interest of such assignee or transferee in the Senior Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were Senior Lender; provided, however, that unless Senior Lender shall otherwise consent in writing, Senior Lender shall have the unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Agreement for the benefit of Senior Lender as to those of the Senior Liabilities which Senior Lender has not assigned or transferred. Senior Lender shall provide Subordinated Lender prior notice of any such assignment or transfer. Notwithstanding the foregoing and any provision of the Redevelopment Agreement to the contrary, (i) Senior Lender may assign or transfer the Loan to Fannie Mae; and (ii) Fannie Mae may assign or transfer the Loan and/or the Property to a third party, pursuant and/or subsequent to a foreclosure; provided, however that (A) the covenants running with the land shall continue to be in full force and effect, upon foreclosure, or otherwise, pursuant to the terms of the Redevelopment Agreement; and (B) that such third party and its principal owners and controlling parties are not in violation of any of Subordinated Lender's laws or in default with respect to any of Subordinated Lender's financial assistance or incentives; provided, however, that a party in minor violation of any such Subordinated Lender's laws, as reasonably determined by the Subordinated Lender, shall not be prohibited from acquiring the property so long as such party is taking, or upon such acquisition shall promptly take, such actions as may be necessary to cure such violations.

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14. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns whether immediate or remote.

15. No Waiver by Senior Lender. Senior Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act by any Obligor or Subordinated Lender, or any non-compliance of any Obligor or Subordinated Lender with any agreement or obligation, regardless of any knowledge thereof which Senior Lender may have or with which Senior Lender may be charged; and no action of Senior Lender permitted hereunder shall in any way affect or impair the rights of Senior Lender and the obligations of Subordinated Lender under this Agreement. No delay on the part of Senior Lender in the exercise of any rights or remedies shall operate as a waiver thereof, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Senior Lender except as expressly set forth in writing duly signed and delivered on behalf of Senior Lender.

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16. Permitted Indebtedness. Subordinated Lender acknowledges and agrees that the Senior Mortgage constitutes a Permitted Mortgage under the Redevelopment Agreement and permitted indebtedness under the Subordinated Mortgage.

17. Notice. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the third business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the party to be notified as follows:

In the case of Subordinated Lender to:

City of Chicago
Department of Planning and Development
Room 1000
121 North LaSalle Street
Chicago, Illinois 60601
Attn: Commissioner

with a copy to:

City of Chicago
Department of Law
Room 600
121 North LaSalle Street
Chicago, Illinois 60601
Attn: Finance Division

In the case of Senior Lender to:

Prudential Multifamily Mortgage, Inc.
8401 Greensboro Drive, 2nd Floor
McLean, Virginia 22102
Attn: Servicing Department

with a copy to:

Troutman Sanders Mays & Valentine, LLP
Bank of America Center
1111 East Main Street
Richmond, Virginia 23219
Attn: Bernice H. Cilley, Esquire
Fax: (804) 697-1339

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept delivery or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

18. No Impairment of Subordinated Liabilities. Nothing set forth in this Agreement is intended to or shall impair, as between any Obligor and Subordinated Lender, the obligations of such Obligor to pay to Subordinated Lender the Subordinated Liabilities as the

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same become due and payable in accordance with their terms, which obligations are absolute and unconditional.

19. Construction and Interpretation of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of the remaining provisions of this Agreement.

20. Termination. This Agreement shall terminate upon the earlier to occur of (a) full and final payment of any and all amounts due under the Senior Liabilities, and (b) the Expiration Date.

21. Not Applicable to Payment L/C. The terms and conditions of this Agreement do not apply to that certain Payment L/C (as defined in the Redevelopment Agreement) by Obligors for the benefit of the Subordinated Lender. Nothing in this Agreement shall limit or be construed to limit in any way the Subordinate Lender's right to make draws on such letter of credit, to the extent such draws are permitted under the Redevelopment Agreement and the terms of the letter of credit.

22. Counterparts. This Agreement may be executed in counterparts, and the counterparts taken together shall be deemed to constitute one and the same agreement.

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The parties have executed this Agreement as of the date first above written.

SENIOR LENDER:

**PRUDENTIAL MULTIFAMILY MORTGAGE,
INC.**, a Delaware corporation

By: Linda D. Clark
Linda D. Clark
Assistant Vice President

STATE OF Virginia, Hampden County, Ss:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this 27th day of Dec., 2001 by Linda D. Clark who is Assistant Vice President of Prudential Multifamily Mortgage, Inc., a Delaware corporation, for and on behalf of the corporation.

Ada Burnette

My commission expires: _____

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires December 31, 2002
ADA BURNETTE



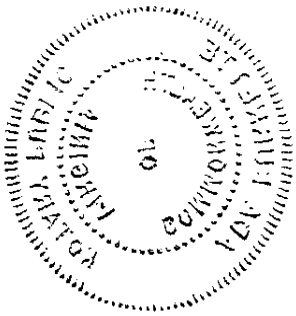
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COOK COUNTY CLERK'S OFFICE
100 NORTH LAKE STREET
CHICAGO, ILL. 60601



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SUBORDINATED LENDER:

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Planning and Development

By: Alicia Mazur Berg
Name: Alicia Mazur Berg
Title: Commissioner

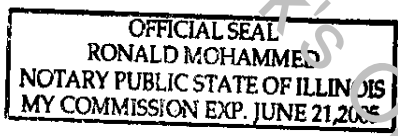
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Alicia Mazur Berg, Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of December, 2001.

Ronald Mohammed
Notary Public

My Commission Expires:
6-21-05



This document prepared by, and After recording mail to:

Drew S. Reiferson, Esquire
Troutman Sanders Mays & Valentine, LLP
Post Office Box 1122
Richmond, Virginia 23218-1122

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Exhibit A

Legal Description:

LOTS 18, 19 and 24 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR DEARBORN STREET) IN GEORGE W. SNOW'S SUBDIVISION OF BLOCK 139 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO.: 17-16-234-005 (AFFECTS LOT 18)

TAX NO.: 17-16-234-006 (AFFECTS LOTS 19 AND 24)

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10/20/2022