



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-943531-WA1

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-943531-WA1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office's ALTA® Registry ID:

Commitment No.: NCS-943531-WA1

Property Address: APN: 172104-9035 and, 172104-9059, Federal Way, WA

Revision No.:

Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104

Reference No.: 33005 15th Avenue South Devco /A&R llp

Issuing Office File No.: NCS-943531-WA1

Escrow Officer Name: Laura Lau

Escrow Officer Number: (206)615-3017

Escrow Officer Email: llau@firstam.com

Escrow Assistant Name: Moniqueje Schmitt-Johnson

Escrow Assistant Number: (206)615-3141

Escrow Assistant Email: mschmitt-Johnson@firstam.com

Title Officer Name: Lavonne Bowman

Title Officer Number: (206)615-3269

Title Officer Email: lavbowman@firstam.com

SCHEDULE A

1. Commitment Date: January 15, 2019 at 8:00 AM

2. Policy to be Issued:

| | Amount | Premium | Tax |
|---|--------------|--------------------|--------------------|
| (a) <input checked="" type="checkbox"/> 2006 ALTA® Standard Owner's Policy | \$750,000.00 | \$To Be Determined | \$To Be Determined |
| Proposed Insured: Vesta Equities, Inc., a Washington corporation and/or assigns | | | |
| (b) <input type="checkbox"/> ALTA® Policy | \$ | \$ | \$ |
| Proposed Insured: | | | |
| (c) <input type="checkbox"/> ALTA® Policy | \$ | | |
| Proposed Insured: | | | |

3. The estate or interest in the Land described or referred to in this Commitment is Fee as to Parcels A and B, Easement as to Parcels A1 and B1

4. The Title is, [at the Commitment Date, vested in:](#)

Sang Dae Ahn and Soon Ja Ahn, husband and wife

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-943531-WA1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

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First American Title Insurance Company

File No: NCS-943531-WA1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS

9. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Federal Way** is at **1.78%**.
Levy/Area Code: 1205

For all transactions recorded on or after July 1, 2005:

- **A fee of \$10.00 will be charged on all exempt transactions;**
- **A fee of \$5.00 will be charged on all taxable transactions in addition to the excise tax due.**

10. General Taxes for the year 2019, in an amount not yet available, which cannot be paid until February 15, 2019. Tax Account No.: 172104-9059-03

Note: Taxes and charges for 2018 were paid in full in the amount of \$3,798.26.

(Affects Parcel A)

11. General Taxes for the year 2019, in an amount not yet available, which cannot be paid until February 15, 2019. Tax Account No.: 172104-9035-02

Note: Taxes and charges for 2018 were paid in full in the amount of \$2,203.96.

(Affects Parcel B)

12. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

13. Facility Charges, if any, including but not limited to hook-up, or connection charges and latecomer charges for water or sewer facilities of King County Water District No. 124 as disclosed by instrument recorded June 01, 1981 as recording no. [8106010916](#).

14. Easement, including terms and provisions contained therein:

Recording Date: March 22, 1956
Recording Information: [4675062](#)
In Favor of: Owners of record of said premises and adjoining property
For: Roadway and utilities
Affects: as described therein.

15. Easement, including terms and provisions contained therein:

Recording Date: Undisclosed
Recording Information: [4908583](#)
In Favor of: Puget Sound Energy, Inc., a Washington corporation

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For: Electric and/or gas transmission and/or distribution system
Affects: as described therein.

16. Right to make necessary slopes for cuts or fills upon said premises for Road as granted by deed recorded February 17, 1965 under recording no. [5845368](#).
17. Right to make necessary slopes for cuts or fills upon said premises for Road as granted by deed recorded February 17, 1965 under recording no. [5845369](#).
18. Easement, including terms and provisions contained therein:
Recording Information: March 16, 1971 as Recording No. [7103160369](#)
For: Sewer
Affects: as described therein
19. Easement, including terms and provisions contained therein:
Recording Date: May 04, 1971
Recording Information: [7105040403](#)
In Favor of: Washington Natural Gas Company
For: Pipelines
Affects: as described therein.
20. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey , recorded June 23, 1977 as Recording No. [7706239003](#) of surveys, in King County, Washington.
21. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey , recorded November 08, 1977 as Recording No. [7711089008](#) of surveys, in King County, Washington.
22. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey , recorded March 17, 1986 as Recording No. [8603179015](#) of surveys, in King County, Washington.
23. The terms and provisions contained in the document entitled "Sewage Holding Tank Agreement" recorded June 24, 1986 as Recording No. [8606240830](#) of Official Records.
24. The terms and provisions contained in the document entitled "On-Site Sewage Agreement" recorded August 25, 1986 as Recording No. [8608250871](#) of Official Records.
25. Easement, including terms and provisions contained therein:
Recording Information: June 19, 1991 as Recording No. [9106199004](#)
For: To construct, improve, repair and maintain a permanent easement for roadway purposes for ingress and egress including but not limited to commercial purposes, and for utilities, including but not limited to electrical, water, sewer and telephone
Affects: as described therein

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26. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey , recorded June 19, 1991 as Recording No. [9106199004](#) of surveys, in King County, Washington.

27. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Sang Dae Ahn and Soon Ja Ahn, husband and wife
Grantee/Beneficiary: Pacific International Bank
Trustee: Chicago Title Insurance Company
Amount: \$200,000.00
Recorded: July 18, 2008
Recording Information: [20080718001343](#)

Document states that it is for Cross-Default/Cross-Collateralization.

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

28. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Sang Dae Ahn and Soon Ja Ahn, husband and wife
Grantee/Beneficiary: Pacific International Bank
Trustee: Chicago Title Insurance Company
Amount: \$180,000.00
Recorded: July 21, 2009
Recording Information: [20090721001711](#)

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

29. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey , recorded June 04, 2018 as Recording No. [20180604900005](#) of surveys, in King County, Washington.

Said document contains an erroneous legal description.

30. Evidence of the authority of the officers of Vesta Equities, Inc., a Washington corporation, to execute the forthcoming instrument, copies of the current Articles of Incorporation, By-Laws and certified copies of appropriate resolutions should be submitted prior to closing.

31. Title is also to vest in persons shown as "and/or assigns" on the application for title insurance, whose identity has not been revealed and when so vested will then be subject to matters which may be disclosed by a search of the records against their names.

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32. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
33. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.

File Number: NCS-943531-WA1

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| |
|--------------------------|
| INFORMATION NOTES |
|--------------------------|

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any Title Commitment or Policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standard requirements. The full text of the description must appear in the document (s) to be insured.

Ptn Sec 17 Twp 21N Rge 4E, NE Qtr SE Qtr

APN: 172104-9059-03

APN: 172104-9035-02

- D. According to the application for title insurance, title is to vest in Vesta Equities, Inc., a Washington corporation.

Examination of the records discloses no matters pending against said party(ies).

- E. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

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Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-943531-WA1

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

PARCEL A:

THE WEST 135 FEET OF THE EAST 495 FEET OF THE SOUTH 300 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 130 FEET THEREOF.

PARCEL A1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED BY INSTRUMENT RECORDED UNDER RECORDING NO. [4675062](#) AND RECORDED MAY 13, 1991 UNDER RECORDING NO. [9105130860](#);

EXCEPT THAT PORTION OF SAID EASEMENT CONVEYED TO KING COUNTY FOR SOUTH 330TH STREET BY DOCUMENT RECORDED APRIL 13, 1976 UNDER RECORDING NO. [7604130268](#).

PARCEL B:

THE EAST 135 FEET OF THE WEST 165 FEET OF THE NORTH 100 FEET OF THE SOUTH 330 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE NORTH 30 FEET OF THE SOUTH 330 FEET OF THE EAST 135 FEET OF THE WEST 300 FEET OF SAID EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

PARCEL B1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS GRANTED BY INSTRUMENT RECORDED UNDER RECORDING NO. [4675062](#) AND RECORDED MAY 13, 1991 UNDER RECORDING NO. [9105130860](#);

EXCEPT THAT PORTION OF SAID EASEMENT CONVEYED TO KING COUNTY FOR SOUTH 330TH STREET BY DOCUMENT RECORDED APRIL 13, 1976 UNDER RECORDING NO. [7604130268](#).

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