Guarantee Entrustment Contract and Guarantee Contract

< Notes on guarantee fee The guarantee fee shall be charged monthly, including the initial guarantee fee in the month that the guarantee entrustment contract starts, and thereafter shall be prorated and charged monthly. ①The gu

- (2) The guarantee fee shall be prorated monthly from the month the guarantee entrustment contract starts until the date of
- termination of the contract, and shall not be prorated daily. ③The initial monthly guarantee fee shall be charged for the period of the guarantee entrustment, including the period before the settlement is completed.
- ④No refund shall be made for any guarantee fee that has been settled, even if the contract is terminated in the middle.
 ⑤The guarantee fee shall be calculated based on the rent before the application of free rent or rent reduction, etc., even if such conditions are applied to the lease agreement in question (Recital)
- The lessee (hereinafter referred to as the "Lessee")and I Think Rent Co., Ltd. (hereinafter referred to as the "Guarantee Company")enter into this guarantee entrustment contract (hereinafter referred to as the "Contract") based on this terms and conditions for guarantee entrustment (hereinafter referred to as the "Terms and Conditions ") for the lease agreement (hereinafter referred to as the "Lease Agreement") entered into between the lessee and the lessor or landlord (hereinafter referred to as the "Lessor"), in accordance with the terms of this Agreement.
- Article 1: Purpose of the Entrustment
- Lessee entrusts Guarantee Company with the guarantee of Lessee's payment obligations, including rent, to the Lessor under the Lease Agreement, and Guarantee Company accepts such entrustment.
- 2. Lessee entrusts Guarantee Company with the payment procedures related to the rent and other related expenses, and Guarantee Company accepts such entrustment icle 2: Execution of the Contract
- 1. This Contract shall come into effect upon satisfaction of all of the following conditions:
- Lessee correctly fills out the prescribed items in this Contract and expresses the intention to apply for the guarantee.
 Guarantee Company sends a guarantee approval notice to the property management company (hereinafter referred to as
- 'PM Company") and approves the guarantee.
- (3) The approval number in the guarantee approval notice is correctly written in this Contract (If the approval number is not written, (4) Lessee's initial payment of the guarantee fee specified in this Contract is properly completed.
- 2. Based on the above conditions, this Contract shall be deemed to have been come into effect retroactively to the start date of
- the Lease Agreement. 3. Lessee agrees that Guarantee Company shall not disclose any information regarding the results of the review to Lessee under any circumstances. Even if this Contract is not concluded. Lessee shall not raise any objections to Guarantee Company.
- Article 3: Contract Term
- The term of this Contract shall be the same as the term of the Lease agreement.
- 2. Even during the term of the Lease agreement, if any of the following apply, this Contract will terminate on the day the relevant reason arises:
- When the Lease agreement is terminated or cancelled
- (2) When there is a significant change in the content of the Lease agreement, such as a change in the target property or a change in the purpose of use of the target property.
- 3. Even if the Lease agreement is renewed, this Contract will not be automatically renewed.
- Article 4: Scope of Guarantee 1. The obligations guaranteed by this contract shall be the following (1) through (7) obligations (including consumption tax) that
- occurred during the term of this contract. (1) Rent, CAM, parking lot fees, storage fees, lease fee for any HVAC equipment installed by the leased property, neighborho association fees, utility charges and any other fees in the contract (hereinafter, the "Rent, etc."), provided that the method of
- calculation for utility charges and the like shall be determined by Guarantee Company. (2) The cost for moving, transportation, storage, and disposal of movable property (limited to movable property located within the target property) after the termination of the Lease agreement due to non-payment of rent by Lessee(except in the case of
- termination by mutual agreement or voluntary termination). The cost shall be limited to the equivalent of one month's Rent, etc. (3) The expenses necessary for the execution of surrender of the target property (including lawyer fees) for which Guarantee Company has given prior written approval before the expenditure (provided, however, that written approval is not required if Guarantee Company uses a designated lawyer).
- (4) The cost of restoring the property to its original condition. That cost shall be under the guideline of the Ministry of La infrastructure, Transport and Tourism or similar standards and shall be limited to the costs incurred for the restoration that Lessee would originally be responsible for Guarantee Company guarantees the remaining amount after deducting from the security deposit and guarantee deposit that Lessee has paid to the lessor or others. The cost shall be limited to the equivalent of one month's Rent, etc..
- (5) Lease renewal fee (provided that the fee is within one month of the Rent, etc, and that Lessee acknowledges that Lessee (c) clearly understands and accepts the renewal fee clause in the Lass agreement)
 (6) After the expiration of a fixed-term lease contract for a building (hereinafter referred to as the "original fixed-term lease
- contract"), if the parties enter into a new fixed-term lease contract (hereinafter referred to as the "new fixed-term lease contract") again, and the original fixed-term lease contract stipulates in the contract and other documents that the Lessee shall pay a certain amount of money (hereinafter referred to as the "renewal fee") in addition to the rent to the Lessor. when entering into the new fixed-term lease contract, the renewal fee to be paid by the Lessee based on the same provision (provided That it is limited to within one month's Rent, etc.) Rent equivalent damages for use of the target property during the period from termination of the Lease Agreement to return of
- (7) F the target property
- 2. The maximum limit of guaranty liability of the Guarantee Company in the Contract shall be the total sum of Article4.1(1) (including consumption tax) multiplied by 24, and guaranty liability of the Guarantee Company hereunder shall be the total sum of Article4.1(1) to (7), including related consumption tax.
- 3. In addition to Article 4.1 and 4.2. Guarantee Company shall guarantee the actual expenses necessary for acquiring the title of in addition of records and var, countries of many sharp guarantee of the actual experises necessary to begain gue due of obligation of execution of surrender of the target property, including lawyer fees, that were approved in writing or by email by Guarantee Company prior to the expenditure (provided that written approval is not required if Guarantee Company uses a designated lawyer) as an obligation guaranteed by this Contract.
- 4. The following obligations shall be excluded from the guarantee under this Contract, except in cases where Guarantee Company has given prior written approval.
- (1) Interest, default damages, and other obligations related to each item in Article4.1.
- (2) Default fees that should be borne by Lessee due to breach of notice obligations, early termination, or other reas the Lease Agreement
- (3) Rent, etc that arise before the payment due date of the first rent payment based on the payment procedures set forth in this Contr
- (4) Costs for restoring the original condition when Lessee and the resident who were entrusted with the guarantee by Guarantee Company continue to reside in the managed property under a lease contract after the termination of this Contract, and finally /acate
- (5) Rent, etc in case of disputes between Lessee and the Lessor or its agent based on the Lease Agreement, or when the cause of Lessee's breach of duty is due to defects in the target property.
- (6) Damages caused by force majeure, such as war, earthquakes, and natural disasters.
- Damages caused by fire, gas explosion, or intentional or negligent acts of Lessee or the resident.
 Damages caused by the death of Lessee or the resident, such as reputation damage or Crime Scene Cleaning.
- (9) Renewal fees when the Lease Agreement is a fixed-term building lease contract and the newly concluded new fixed-term lease contract after the expiration of the original fixed-term lease contract is not recognized as a fixed-term building lease contract under Article 38 of the Act on Land and Building Leases due to reasons attributable to the Lessor or PM Company. (10)Any other obligations not covered by Article4.1 or Article4.3.

Article 5: Disclaimer

- 1. The following are the rea asons for which Guarantee Company shall be exempted from liability even if it is within the scope of guarantee under Article 4: (1) If Lesse makes an agreement regarding the payment of obligations related to the Lease Agreement with the Lessor without prior approval from Guarantee Company.

- (2) If Lessor or its agent obstructs Guarantee Company's exercise of its right to claim damages
- (3) If Lessor fails to take necessary procedures for the cancellation of the Lease Agreement or for eviction lawsuit, despite the existence of sufficient grounds for such actions.
- (4) If bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings,
- or other similar procedures have been initiated or if notice of preparations for such procedures has been received by the Lessor or if provisional seizure or seizure procedures have been initiated against the Lessor's property. (5) If the Lessor has died or lost the ability to understand and control their affairs but has not appointed a successor, curator,
- assistant, or agent.
- (6) Rent, etc. after it was discovered that Lessee is arrested due to a criminal case or similar situation and it becomes difficult to cancel the lease or proceed with eviction.
- Article 6: Guarantee Fee and Payment Method
- 1. Lessee shall pay the guarantee fee specified in this Contract to Guarantee Company as consideration for the guarantee entrusted under Article 1. 2. The payment of the guarantee fee by the Lessee shall be made on the same day as the payment of the Rent, etc for the guarantee
- month using the payment method specified in advance. 3. As an exception to Article 6.2, if the first and second month's Rent, etc is prepaid separately from the guarantee fee in cash or otherwise at the time of occupancy, the first payment of the guarantee fee by Lessee shall be made in the second month of occupancy. In that case, the amount of the guarantee fee payment shall be for a total of three months, including the month of occupancy (without proration), the second month, and the third month. At the same time, the Rent, etc for the third month of ccupancy shall also be settled.
- 4. If the payment method and timing of the Rent, etc and guarantee fee differ from Article 6.2, Lessee shall notify Guarantee
- Company in writing or by email in advance. 5. If the Guarantee Company instructs a payment method for the guarantee fee other than the payment method specified in Article

6.2. Lessee shall follow that instruction

- 6. If it becomes difficult to settle the Rent, etc and guarantee fee on the same date, such as when both or one of the Rent, etc and guarantee fee are changed at the time of renewing the Lease Agreement, the provisions of this Article shall apply mutatis mutandis
- Article 7: Duty of Notification

After the conclusion of this Contract, if any changes are made to the content of the "Guarantee Trust Application" separately submitted by the Lessee to the Guarantee Company or to the representation in this Contract, Lessee shall promptly report such changes to the PM Company and Guarantee Company shall obtain the Lessee prior consent to receive written or electronic notification of such changes from the PM Company. Article 8: Payment of Rent, etc. and Performance of Guarantee Obligation

- 1. Lessee shall pay the Rent, etc as per Article 6 by the payment method specified by the Guarantee Company
- Regardless of the provisions of the Lease Agreement, if a credit card company or other collection company (hereinafter referred to as the "Settlement Agency") collects Rent, etc related to the Lease Agreement from the Lesse, it shall be deemed that the 2 Rent, etc for the Lease Agreement have been paid to the Lessor by the Lessee at the time of such collection.
- In the case of payment of Rent, etc by credit card, if a sales cancellation is made by the Settlement Agency, the Guarantee Company shall pay the sales cancellation amount on behalf of the Lesse to the Settlement Agency, or the Lessor based on the request specified by the Guarantee Company. If the Guarantee Company advances the sales cancellation amount, it shall be deemed to have performed the guarantee obligation.
- The Settlement Agency or the payment advance company is unable to collect the settlement amount for the Rent, etc from the Lessee, the Lessor and the Guarantee Company shall regard it as a delay in performance or non-performance of obligations by Lessee with respect to the obligation to pay Rent, etc that should be borne by the Lessee under the Lease Agreement.
- Even in cases where the Guarantee Company shuld perform the guarantee obligation under this article, if it is deemed reasonable to determine that the Lessee does not have the ability or intention to perform the obligations in accordance with the agreement, 5 taking into account the default situation related to the Lease Agreement and the credit status of Lessee , Guarantee Company may, after notifying the PM Company or the Lessor, suspend the payment on behalf of the Lessee or the performance of the guarantee obligation for a certain period of time under this article.
- Article 9: Right Of Recourse
 - 1. When Guarantee Company performs the guaranteed obligations on behalf of Lessee, Guarantee Company shall exercise the right to recourse against Lessee, and Lessee shall immediately pay Guarantee Company the amount of the guaranteed obligations that Guarantee Company has performed as recourse.
- 2. When Guarantee Company performs the guaranteed obligations on behalf of Lessee, Lessee shall bear the following expe (1) Fees for bank transfers or convenience store payments required for Lessee to pay Guarantee Company money
- (2) Expenses required for procedures for using alternative means of payment such as convenience store payments, which Guarantee Company instruct Lessee to use
- (3) Expenses for claims related to recourse that Guarantee Company makes against Lessee in court or outside of court
 (4) Unpaid guarantee fees, other expenses based on this Contract, and public fees and taxes related to these expenses
- 3. If Lessee has a justifiable reason for not performing the obligations that Lessee is obliged to perform to the Lessor based on the Lease Agreement, Lessee shall notify Guarantee Company of the reason by the day before the payment date of the Rent, etc. 4. If Lessee fails to provide the notification in Article 9.3, Lessee shall not refuse Guarantee Company's claim for recourse based
- on the existence of the reason stated in Article 9.3.

- Article 10: Advance Recourse 1. If any of the following items apply to Lessee, Guarantee Company may exercise the right to advance recourse against Lessee before the performance of the guaranteed obligations:
- (1) When Lessee is in breach of the obligation to pay Rent, etc or other debts related to the Lease Agreement, even if delayed only once, or when Lessee violates the Lease Agreement for any other reason.
- (2) When the Lease Agreement is terminated or canceled. (3) When Lessee receives a seizure, provisional seizure, or provisional disposition.
- (4) When Lessee receives a non-payment disposition.
- (5) When Lessee receives a request for commencement of bankruptcy proceedings, civil rehabilitation proceedings, or when such proceedings are commenced.
- (6) When the promissory notes or checks issued by Lessee become dishonored.
- (7) When Lessee makes false statements or submits false documents.
- (8) When Lessee causes damage to Guarantee Company due to reasons attributable to Lessee, such as failure to report changes When Lessee or the resident becomes a fugitive, goes missing, or is subject to oriminal prosecution.
- (10)When, based on a comprehensive and reasonable judgment of various circumstances, Lessee cannot be deemed to have the
- intention to continue the Lease Agreement. (11)When the use of the credit card specified by Lessee is suspended or Lessee's credit standing deterior
- (12)When Lessee violates this Contract in any other way.
- 2. If Guarantee Company exercises the right to advance recourse against Lessee based on Article10.1, Lessee shall waive the right to assert the defense under Article 461 of the Civil Code (Cases in Which a Principal Obligor Reimburses a Guarantor) against Guarantee Company.
- Article 11: Compliance Requirements
- 1. A and the resident shall faithfully comply with each provision of the Lease Agreement.
- 2. In the event that the Lease Agreement is terminated by cancellation, expiration, or other means, Lessee and the resident shall promptly vacate the target property and return possession to the Lessor. In this case, Guarantee Company may be present for the return of the target property Article 12: Parental Authority
- 1. If the Lessee is a minor, the party's parental authority (hereinafter referred to as the "Parental Authority Holder") shall enter into this Contract as the legal representative. 2. If this Contract is entered into in accordance with Article 12.1, the Parental Authority Holder shall guarantee, jointly and severally
- with the Lessee, all obligations that Lessee, as a minor, is obligated to bear to Guarantee Company under this Contract
- Article 13: Emergency Contact If it becomes impossible for Lessee to be contacted or Lessee's whereabouts become unknown as determined by Guarantee Company, Guarantee Company shall contact the emergency contact listed on the Application Form, and Lessee shall not object to this. If there is any change in the information listed as the emergency contact, Lessee shall promptly report such change to the Lessor or PM Company. Article 14: Joint Guarantor

1. The joint guarantor shall guarantee, within the limit of the maximum amount specified under this Contract, all the debts that the

Inspection guarantee and guarantee Company. The joint guarantee shall not object to the cancellation or modification of other physical morgage or guarantees, at the discretion

1. In order to secure all obligations owed by Lessee to Guarantee Company under this Contract. Lessee hereby assigns to Guarantee

2. In the case of Article 15.1, Guarantee Company may collect the Claims for Deposit and Guaranty Return in any manner, and may

apply the remaining balance after deducting various expenses to the discharge of Lessee's obligations owed to Guarantee Company under this Cotract. A shall not assign or provide any third party with any security interest in the Claims for Deposit and Guaranty Return related to

In the event of any changes to the Lease Agreement, the consent of Guarantee Company, in writing or via email, shall be required.

Guarantee Company shall not assume any guarantee responsibility for any changes made without the consent of the Guarantee

of the guarantee period that the contract will not be renewed, it shall be deemed that the Lessee has made an offer to the

3. In the event that Lessee and Guarantee Company agree to renew this Contract. Lessee shall pay the renewal premium to

Guarantee Company as set forth in Article 6, Upon proper payment of the premium for the month in which the renewal date falls, this Contract shall be deemed renewed as of the renewal date of the Lease Agreement.

If Lessee is a corporation and has registered the credit card of its representative individual as the credit card to be used for payment, Lessee and Guarantee Company shall agree to the following:

(1) Guarantee Company may proceed with the procedures for the payment of the Rent, etc under the Lease Agreement by using

the representative individual's credit card. (2) Notwithstanding Article 18.(1), Lessee shall remain responsible for the payment obligation for the Rent, etc payable arising from

(4) In the event that the representative individual acquires a right of recourse (including all rights acquired by subrogation and other rights acquired by payment) against Guarantee Company as a result of having satisfied Lessee's debt, Lessee shall cause the

1. In the event of a dispute arising regarding the Lease Agreement, Lessee shall consult with the Lessor or its agent, the PM

2. If Lessee did not pay the Rent, etc due to a dispute regarding the Lease Agreement and if Lessee fails to notify Guarantee

Company, to resolve the dispute. In this case, Lessee shall promptly notify Guarantee Company in writing or via email of the

Article 17: Renewal of the Contract 1. Unless the Lessor or Lessee gives written or electronic notice to Guarantee Company at least one month prior to the expiration

Guarantee Company to renew this Contract. 2. If the Lessee offers to renew this Contract, Guarantee Company shall review the terms and notify the Lessor of their

Company without objection the following claims for debt (hereinafter referred to as the "Claims for Deposit and Guaranty Return"), which Lessee has against the Lesor, A agrees to this assignment of claims without objection.

3. In the event that there are multiple joint guarantors, each may exercise the power of attorney independent

(2) Claims for return of rent for the period after the completion date of the return of the target property

of Guarantee Company.

ticle 15: Mortgage By Transfer

(1) Claims for return of deposit and guaranty

Article 16: Change of the Lease Agreement

Article 18: Rider of the Corporate Lessee

the Lease Agreement.

19: Mutual Consultations

the Lease Agreement other than to Guarantee Company.

prior to the renewal date of the Lease Agreement.

(3) All provisions concerning Lessee in this Contract shall naturally apply to Lessee

representative individual to waive any right of recourse against Guarantee Company.

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Company.

Company of the dispute in accordance with Article 19.1 and, as a result, Guarantee Company performs the guarantee obligation

without knowledge of the fact of the dispute due to the non-payment of Rent, etc related to the Lease Agreement, Lessee may not refuse to perform the recouse obligation towards Guarantee Company based on the fact of the dispute. For matters not provided for in this Contract, Lessee and Guarantee Company shall discuss and handle such matters in good faith in accordance with applicable laws and customs

icle 20: Subcontracting Art

B may use a third party subcontractors of its own choosing to perform all or part of the guarantee obligations, exercise the right of recouse, or perform any work stipulated in this Contracrt, and Lessee agrees to such subcontracting

B shall comply with the Act on the Protection of Personal Information and our privacy policy with regard to the handling of personal information of Lessee or any joint guarantor acquired in connection with this Contract

A role Garanties Consumption Tax, etc. A and Guarantee Company hereby agrees to the automatically change of the Contract in accordance with any amendment of consumption tax, local tax or any new or revised laws. Article 23: Exclusion of Anti-Social Forces

In the event that any of the following items apply to Lessee, Guarantee Company may terminate this Contract without any notice, and Lessee shall be liable for any damages incurred as a result of such termination:

if Lessee (including representatives, officers, or those who substantially control the management if Lessee is a legal entity) falls under any of the following items or if Lessee has a relationship with any anti-social forces (as defined below) that falls under any of the following items, either currently or in the future

(1) Gangs

(2) Members of gangs
 (3) Persons who have left a gang but have not elapsed five years since leaving

- (4) Quasi-members of gangs
- (5) Companies associated with gangs
 (6) Groups such as those engaging in racketeer, social movements, or special intelligence violent groups (7) Any other similar groups as the above
- 2. A shall not currently or in the future have any relationships with anti-social forces or those closely associated with anti-social forces (hereinafter referred to as "anti-social forces"), and shall not fall under any of the following items:
- A relationship in which the management is controlled by anti-social forces.
- (2) A relationship in which anti-social forces are substantially involved in the m
- (2) A relationship in which and social broces are substantially involved in the main (3) A relationship in which funds or convenience are provided to anti-social forces.
 (4) Other relationships that are socially condemned with anti-social forces.
- 3. A shall not engage in any of the following acts towards Guarantee Company, either directly or through a third party:
- Violent demands
 Unjust demands exceeding legal responsibility
- (3) Coercive behavior or the use of violence in relation to transactions
- (4) Dissemination of rumors, use of false pretenses or force to damage the credit of the guarantee company, or interference with the operations of the guarantee company

(5) Any other act similar to the above mentioned

Article 24: Amendment of this Contract 1. B shall post this Contract on its website (<u>https://www.ithinkrent.co.jp/</u>).

2. B may amend this Contract by posting the amendment on its website as set forth in the Article 24.1. In the event of significant amendments, Guarantee Company shall notify Lessee of the changes by the designated method at least one month prior to the

- 3. If this Contract is amended in accordance with the Article 24.1, this Contract concluded between the Lessee and Guarantee Company shall be deemed to have been amended to reflect the revised terms of this Contract.
- Article 25: Special Provisions: If Guarantee Company separately agrees in writing on this Contract, the special agreement shall be incorporated into and shall supplement and amend this Contract

Article 26: Jurisdiction

In any lawsuit or dispute related to non-performance of obligations between the parties to this Contract, regardless of the iurisdiction of the Lease Agreement in question, the Tokyo District Court shall be the exclusive agreed jurisdictional court of first instance

Article 27:language clause

This Contract is executed in Japanese, and the English translation is provided for reference purposes only. In the event of any discrepancy or inconsistency between the Japanese and English versions of this Contract, the Japanese version shall prevail in

Article 28: Storage

To prove the conclusion of this Contract, a written or electronic record of this document will be created and signed by each party. The written or electronic records will be stored. If this Contract is created by electronic record, the electronic record will be regarded as the original, and a printed document created from the electronic record will be regarded as a copy Article29: Disuse of the Guarantee Company's settlement system

- The Lessee selects disuse the Guarantee Company's settlement system, the Lessee should comply with the following conditions. (1) We do not apply the provisions of \leq Notes on guarantee fee \geq (3), Article 6.3 to Article 6.1 to Article 8.4, and Article 6.4, and Article 6.4 to Article 8.4, and Article 6.4 to Article 8.4 to Article 8
- 17 (2) In Article 11.1.10, "When the use of the credit card specified by Lessee is suspended or " shall be deleted and replaced.
 (3) As of the payment of the Guarantee fee, the Lessee shall pay the fee on this Contract by the designed method of the Guarantee
- Company (4) The demand for the performance of the guarantee obligation shall be executed based on the following items and cla
- Lessor must claim the demand for the performance of the guarantee obligation to the Guarantee Company under the following conditions if the Lessee shall not pay the fee by the due date.
- П. Confirm that there is no fact that Lesse has paid the Rent .etc to any third party other than the Lessor (limited to those who have the status of a recipient or a general overview as a recipient under Article 478 of the Civil Code).
- Lessor shall send a written or digital copy of the guarantee debt performance request form specified by the Guarantee Company to the Guarantee Company by the fifth business day of the following month (hereinafter referred to as the \H due date \H) in Λ.
- which the rent ,etc are due Ξ. The guarantee performance claim form shall be accompanied by any documents designated by the Guarantee Company as
- A. If the Lessor receives an inquiry from the Guarantee Company regarding the guarantee obligation performance request, the necessary information requested by the guarantee company shall be provided by email or other means of communication.
- The Guarantee Company shall pay the claimed Rent ,etc by transferring the funds to the deposit account designated by the Lessor by the end of the month following the deadline, following the above procedure. If the Lessor does not claim the performance of the guarantee obligation through the above procedure by the deadline, they shall not be entitled to claim the performance of the guarantee obligation for unpaid Rent .etc by the payment date.
- When the Guarantee Company makes the above payment, the Lessor shall promptly pay the remaining amount to the Guarantee Company, after deducting the total amount of the settlement of accounts upon termination, including the deposit and guarantee received from the Lessee based on the Lease Agreement and other claims that the Lessee may have against the Lessor
- If it is discovered, regardless of the reason, that the Lessee has paid the Rent, etc to a third party after the Guarantee Company has made the payment based on the above, the Lessor shall immediately return to the Guarantee Company the amount paid by Ŧ. the Guarantee Company plus any delay damages.

Established November. 13 2012 / Reviced December 1, 2023