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JOYCE ANN BARBER
GENERAL DURABLE POWER OF ATTORNEY
(EFFECTIVE UPON THE EXECUTION OF THIS INSTRUMENT)

KNOW ALL MEN BY THESE PRESENTS: That I, JOYCE ANN BARBER, of Shelby County, State of Alabama, hereby revoking any other general durable powers of attorney heretofore created by me, but not revoking any limited or special powers of attorney heretofore created by me, do hereby appoint JO ANN CLELLAND as my true and lawful Agent. If JO ANN CLELLAND is unable to act as my Agent due to death, incapacity or resignation, I appoint SHARON ELAINE SHAW as successor Agent. If SHARON ELAINE SHAW is unable to act as my Agent due to death, incapacity or resignation, then JO ANNE JACKSON shall serve as successor Agent. My Agent is authorized to act for me in my name, place and stead, subject to the duties imposed by law (including, but not limited to, those duties imposed by Section 26-1A-114 of the Alabama Uniform Power of Attorney Act), and for my behalf and benefit:

A. **GENERAL GRANT OF POWER.** To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including, without limitation, the following specifically enumerated powers. I grant to my Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, hereby ratifying and confirming all that my Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted. Such powers include, but are not limited to, the following:

1. **REAL PROPERTY.**

a. demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

b. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

c. pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;

d. release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;



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e. manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by me, including:

(1) insuring against liability or casualty or other loss;

(2) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;

(3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and

(4) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

f. use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which I have, or claim to have, an interest or right;

g. participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

(1) selling or otherwise disposing of them;

(2) exercising or selling an option, right of conversion, or similar right with respect to them; and

(3) exercising any voting rights in person or by proxy;

h. change the form of title of an interest in or right incident to real property; and

i. dedicate to public use, with or without consideration, easements or other real property in which I have, or claim to have, an interest.

2. TANGIBLE PERSONAL PROPERTY.

a. demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;



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b. sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

c. grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;

d. release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on my behalf, with respect to tangible personal property or an interest in tangible personal property;

e. manage or conserve tangible personal property on my behalf, including:

(1) insuring against liability or casualty or other loss;

(2) obtaining or regaining possession of or protecting the property, by litigation or otherwise;

(3) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with same;

(4) moving the property from place to place;

(5) storing the property; and

(6) repairing or improving the property; and

f. change the form of title in tangible personal property.

3. **STOCKS AND BONDS.**

a. buy, sell, and exchange stocks and bonds;

b. establish, continue, modify, or terminate an account with respect to stocks and bonds;

c. pledge stocks and bonds as security related to a debt of mine;

d. receive certificates and other evidences of ownership with respect to stocks and bonds; and



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e. exercise voting rights in person or by proxy.

4. BANKS AND OTHER FINANCIAL INSTITUTIONS.

a. continue, establish, modify, and terminate an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;

b. contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

c. withdraw, by check, order, electronic funds transfer, or otherwise, money or other assets left in the custody of a financial institution;

d. receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

e. enter a safe deposit box or vault and withdraw or add to the contents;

f. borrow money and pledge as security personal property of mine necessary to borrow money or pay, renew, or extend the time of payment of a debt of mine or a debt guaranteed by me;

g. make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of mine or payable to me or my order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon me and pay it when due;

h. apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

i. consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

5. CREDIT TRANSACTIONS GENERALLY.

a. make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting from any such loan; and

b. borrow money for such time and upon such terms as the Agent sees fit, without security or on mortgage of any real estate or upon pledge of any personal



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property held hereunder, and to execute mortgages or collateral agreements therefor as necessary.

6. INSURANCE AND ANNUITIES.

- a. continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by me or on my behalf which insures or provides an annuity to either me or another person, whether or not I am beneficiary under the contract;
- b. procure new, different, and additional contracts of insurance and annuities for me, and select the amount, type of insurance or annuity, and mode of payment;
- c. pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;
- d. apply for and receive a loan secured by a contract of insurance or annuity;
- e. surrender and receive the cash surrender value;
- f. exercise an election;
- g. exercise investment powers available;
- h. change the manner of paying premiums;
- i. change or convert the type of insurance or annuity;
- j. apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on my life;
- k. collect, sell, assign, hypothecate, borrow against, or pledge my interest in a contract of insurance or annuity;
- l. select the form and timing of the payment of proceeds; and
- m. pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.



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7. ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS.

a. In this section, "estates, trusts, and other beneficial interests" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which I am, may become, or claim to be, entitled to a share or payment.

b. With respect to estates, trusts, and other beneficial interests, I authorize the Agent to:

(1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;

(2) demand or obtain money or another thing of value to which I am, may become, or claim to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;

(3) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting my interest;

(4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

(5) conserve, invest, disburse, or use anything received for an authorized purpose; and

(6) reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from an estate, trust, or other beneficial interest.

8. CLAIMS AND LITIGATION.

a. assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property, recover damages sustained by me, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

b. bring an action to determine adverse claims or intervene or otherwise participate in litigation;



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c. seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

d. make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind me in litigation;

e. submit to alternative dispute resolution, settle, and propose or accept a compromise;

f. waive the issuance and service of process upon me, accept service of process, appear for me, designate persons upon which process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

g. act for me with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning me or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects my interest in property;

h. pay a judgment, award, or order against me or a settlement made in connection with a claim or litigation; and

i. receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

9. GOVERNMENT PROGRAMS OR CIVIL OR MILITARY SERVICE.

a. In this section, "benefits from governmental programs or civil or military service" means any benefit, program or assistance provided under a statute or regulation including but not limited to Social Security, Medicare, and Medicaid.

b. with respect to benefits from governmental programs or civil or military service, I authorize the Agent to:

(1) execute vouchers in my name for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to me;

(2) enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program;

(3) prepare, file, and maintain a claim of me for a benefit or assistance, financial or otherwise, to which I may be entitled under a statute or regulation;

(4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance I may be entitled to receive; and

(5) receive the financial proceeds of a claim described in paragraph (4) and conserve, invest, or disburse anything so received.

10. RETIREMENT PLANS.

a. In this section, "retirement plan" means a plan or account created by an employer, me, or another individual to provide retirement benefits or deferred compensation of which I am a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

(1) an individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended;

(2) a Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended;

(3) a deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), as amended;

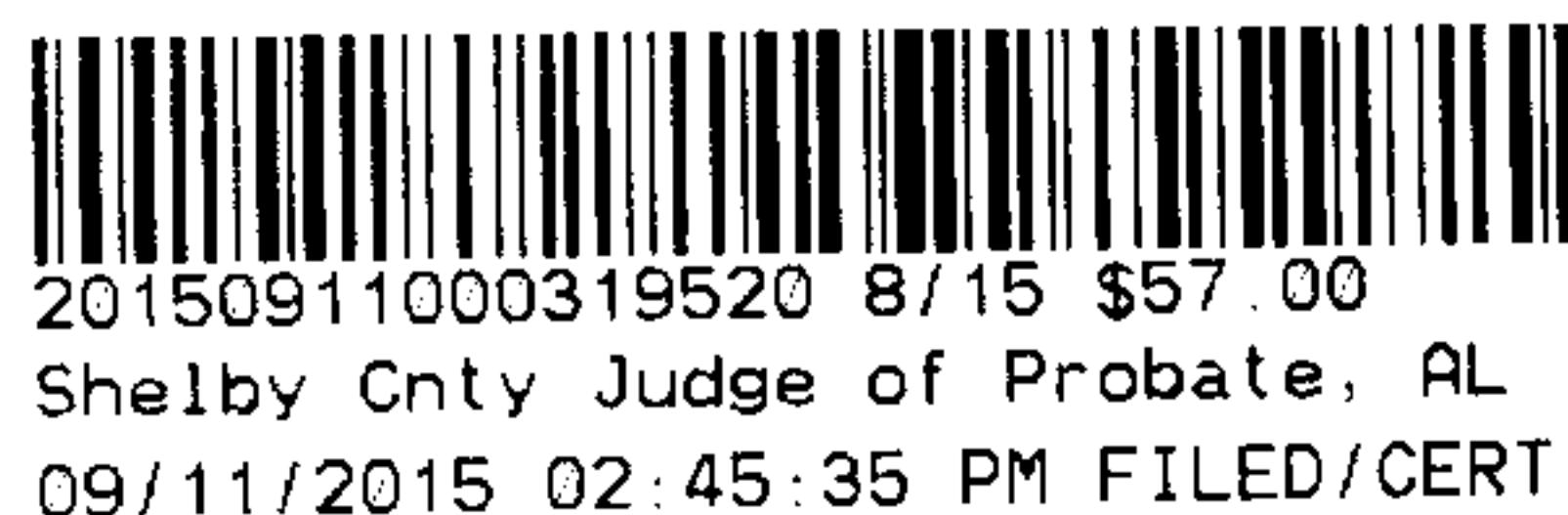
(4) an annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), as amended;

(5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended;

(6) a plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457b), as amended; and

(7) a non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A, as amended.

b. With respect to retirement plans, I authorize the Agent to:



- (1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan;
- (2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- (3) establish a retirement plan in my name;
- (4) make contributions to a retirement plan;
- (5) exercise investment powers; and
- (6) borrow from, sell assets to, or purchase assets from a retirement plan.

11. TAXES.

- a. prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority;
- b. pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;
- c. exercise any election available to me; and
- d. act for me in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

12. OPERATION OF ENTITY OR BUSINESS. Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, with respect to operation of an entity or business, I authorize the Agent to:

- a. operate, buy, sell, enlarge, reduce, or terminate an ownership interest;
- b. perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that I have, may have, or claim to have;
- c. enforce the terms of an ownership agreement;

d. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party because of an ownership interest;

e. exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have or claim to have as the holder of stocks and bonds;

f. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which I am a party concerning stocks and bonds;

g. with respect to an entity or business owned solely by me:

(1) continue, modify, renegotiate, extend, and terminate a contract made by me or on my behalf with respect to the entity or business before execution of the power of attorney;

(2) determine:

(a) the location of its operation;

(b) the nature and extent of its business;

(c) the methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;

(d) the amount and types of insurance carried; and

(e) the mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;

(3) change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

(4) demand and receive money due or claimed by me or on my behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

h. put additional capital into an entity or business in which I have an interest;



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i. join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

j. sell or liquidate all or part of an entity or business;

k. establish the value of an entity or business under a buy-out agreement to which I am a party;

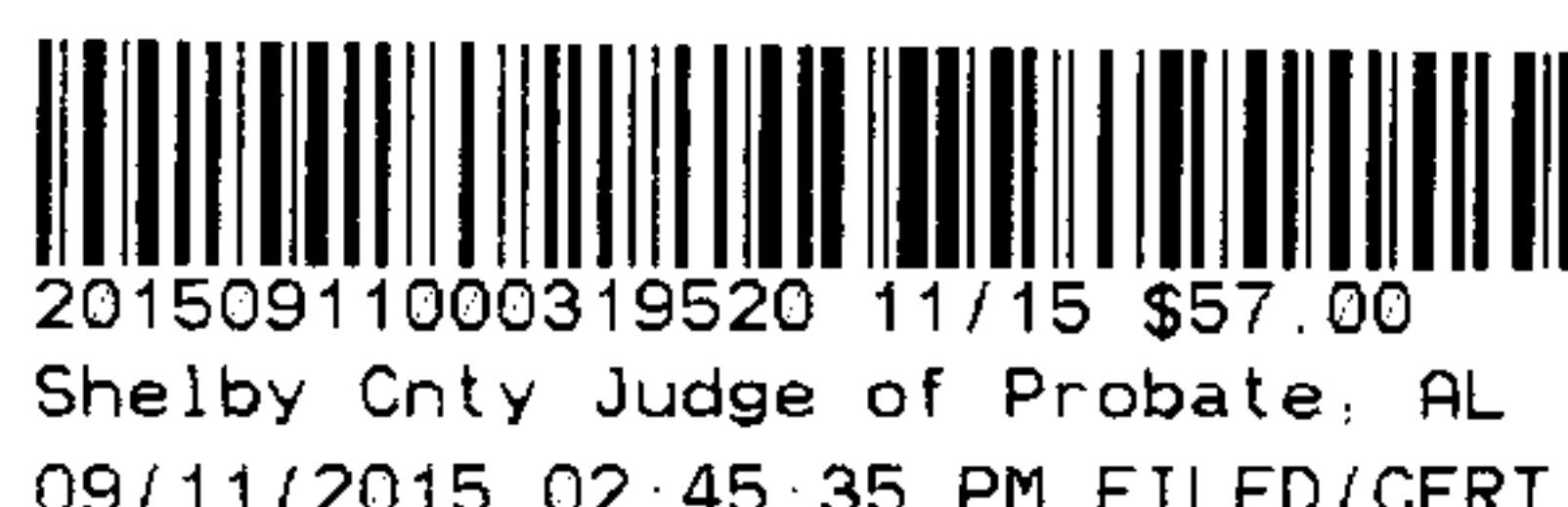
l. prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments;

m. pay, compromise, or contest taxes, assessments, liens, or penalties and perform any other act to protect me from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney; and

n. to form or cause to be formed, or join with any other person or persons in forming or causing to be formed, or organize, any corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company, in any manner, on any terms and conditions and for any capitalization, duration or purpose authorized by the laws applicable thereto; to execute, as one of the incorporators, partners, members, or organizers, any and all documents and other papers which my Agent may deem necessary or desirable to effect the incorporation, formation or organization, or in connection therewith; to exchange cash or property of any amount or value belonging to me for any class or amount of stock or other evidence of ownership or membership in the corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company, or for any evidences of indebtedness of the corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company; and to enter into binding contracts and agreements relating to any such corporation, general partnership, limited partnership, registered limited liability partnership, or limited liability company, including, but not limited to shareholder agreements, partnership agreements and operating agreements.

13. SPECIFIC AUTHORITY RELATED TO TRUSTS. In addition to the foregoing, I hereby expressly grant to my Agent the following specific authority:

To convey any of my property to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal which I may have pursuant to the terms of such trust, and to create and execute on my behalf a trust for my sole benefit during my life which is payable at my death to the Personal Representative of my estate;



and to give my consent as a settlor or beneficiary to the modification or termination of an irrevocable noncharitable trust.

B. CONSTRUCTION OF AUTHORITY GENERALLY. With respect to all of the powers and authority granted in this power of attorney with reference to specific subjects heretofore referenced, I authorize my Agent, with respect to that subject, to:

1. demand, receive, and obtain by litigation or otherwise, money or another thing of value to which I am, may become, or claim to be entitled, and conserve, invest, disburse, or use anything so received or obtained for the purposes intended;

2. contract in any manner with any person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release, or modify the contract or another contract made by me or on my behalf;

3. execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of my property and attaching it to this power of attorney;

4. initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to a claim existing in my favor of or against me, or intervene in litigation relating to the claim;

5. seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney;

6. engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor;

7. prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a statute or regulation;

8. communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on my behalf;

9. access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means;

10. do any lawful act with respect to the subject and all property related to the subject; and



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11. to request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records, to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate.

C. AGENT'S ACCEPTANCE. A person designated herein shall accept appointment as Agent hereunder by exercising authority or performing duties as my Agent or by any other assertion or conduct indicating acceptance.

D. DETERMINATION OF INCAPACITY OF AGENT. Any person designated as an Agent hereunder shall be deemed to be incapacitated if his or her ability to care for himself or herself, or to manage ordinary financial affairs is impaired because of illness, advanced age or other cause, such incapacity to be determined by a court of competent jurisdiction or by a physician who has examined or treated such person and to be expressed in a written statement to that effect and signed by such physician. The foregoing shall not be the sole method of determining incapacity. Such person shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or upon presentation of a certificate executed by two (2) physicians who have examined or treated such person which states that he or she is capable of caring for himself or herself and managing ordinary financial affairs.

E. EFFECTIVENESS. This instrument is to be construed and interpreted as a general durable power of attorney effective as of the date of the execution of this instrument and shall not be affected by my disability, incompetency or incapacity.

F. EXONERATION OF AGENT. I hereby bind myself to indemnify my Agent and any successor who shall so act against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Agent at any time may sustain or incur in connection with carrying out the authority granted to my Agent in this power of attorney; provided, however, that my Agent shall not be relieved of liability for breach of duty committed dishonestly, with an improper motive, or with reckless indifference to the purposes of the power of attorney or my best interests.

G. NOMINATION OF GUARDIAN OR CONSERVATOR. If court proceedings are hereafter commenced to appoint a guardian, conservator or other fiduciary to take charge of my personal care, or manage and conserve any part or all of my property, then I hereby nominate and appoint my Agent, as named herein and in the order named, as my guardian, conservator, or other fiduciary, and direct that such Agent shall serve without bond.

H. REVOCATION/AMENDMENT. This General Durable Power of Attorney may be voluntarily revoked by me by written instrument delivered to my Agent. My conservator

or other fiduciary charged with the management of my property may also revoke or amend this instrument by written instrument delivered to my Agent. Any affidavit executed by my Agent stating that he or she does not have, at the time of doing any act pursuant to this power of attorney, actual knowledge of the revocation, amendment or termination of this power of attorney, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time.

I. DEATH. My death shall not revoke or terminate this agency as to my Agent or any other person who, without actual knowledge of my death, acts in good faith under this power of attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon me and my heirs, devisees, and personal representatives.

J. AWARENESS OF CONTENTS. I acknowledge that I have read carefully the provisions of this power of attorney. I understand that (a) this power of attorney authorizes my Agent to exercise all powers with respect to my real and personal property which I might personally exercise, (b) anything my Agent may do in exercise of these powers is fully binding upon me, and (c) these powers are not terminated by my being declared legally incapacitated.

K. DESCRIPTIVE HEADINGS. The descriptive headings used in this power of attorney are for convenience of reference only and shall not be deemed to alter or affect the meaning of any of its provisions.

L. SEVERABILITY. If any power or authorization granted under this power of attorney be determined to be invalid or ineffective, that invalidity or ineffectiveness shall not affect in any way the validity or authority given under any of the other powers, or authorization granted under this power of attorney.

IN WITNESS WHEREOF, I have executed this General Durable Power of Attorney and I have directed that photographic copies of this power be made, which shall have the same force and effect as an original. This General Durable Power of Attorney shall not be affected by any lapse of time.

DATED on

July 25 2012

JOYCE ANN BARBER
Principal

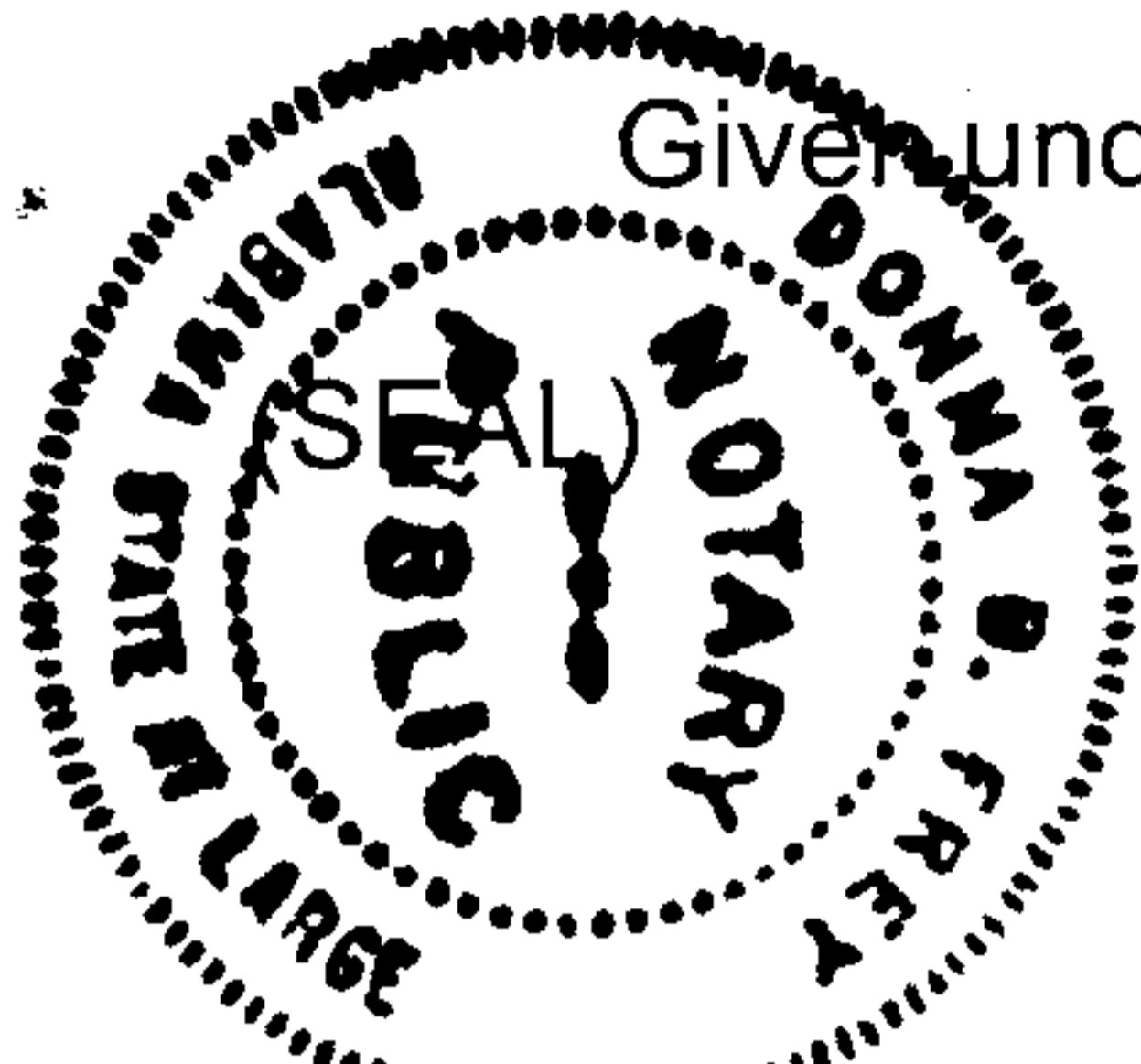
Judy B. Shepura
Witness

Amelia K. Hudson
Witness



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I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that JOYCE ANN BARBER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.



Given under my hand and official seal on

July 25

, 2012.

Donna B. Frey

Notary Public

My Commission Expires:

3/11/2015

This instrument Prepared by:

Judy B. Shepura, Esq.
Dominick Feld Hyde, P.C.
2000 SouthBridge Parkway, Suite 500
Birmingham, Alabama 35209
(205) 802-7575



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