Tischler, Tarin

From: Linda Martin <Linda@cmgyacht.com>
Sent: Monday, July 25, 2022 4:41 PM

To: Tischler, Tarin

Cc: DeFreitas, Michele; Ron; Jon Hines; Kelly Brandenburg - CBI

Subject: Capital Marine Group (EPAID: FLR000234906) Exit Interview CEI 06/29/2022 **Attachments:** FDEP EPA ID - FLR000234906 (Exit Interview Response 06-29-22)_000016.pdf

Importance: High

EXTERNAL MESSAGE

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Good Afternoon Tarin,

Attached please find the documentation as requested. Please feel free to contact me should you have any questions or require any additional information.

Thank you – Have a nice evening.

Regards,

Línda

Capital Marine Group LLC.

Linda Martin

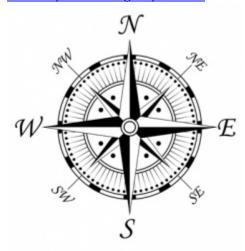
Senior Administrator

PO Box 22416

Fort Lauderdale, Fl. 33316

Cell: 561-343-1961 Office: 954-764-4220

Email: <u>linda@cmgyacht.com</u> www.capitalmarinegroupllc.com



From: Jon Hines <jon@cmgyacht.com> Sent: Tuesday, July 19, 2022 10:31 AM

To: Linda Martin <Linda@cmgyacht.com>; 'Kelly Brandenburg' <compliance@cliffberryinc.com> **Subject:** FW: Capital Marine Group (EPAID: FLR000234906) Exit Interview CEI 06/29/2022

Linda,

I need you to work on this with Ron and compose an email for review prior to us sending it to the DEP.

Ron you should have copies of manifest from when we started that you will need to dig up. If we did not do our first job until lets say July of 21 since we formed the company March of 20' that's ok we will just tell them that.

As you see this is due by the 25th, let me know if you have any questions.

From: Tischler, Tarin <Tarin.Tischler@FloridaDEP.gov>

Sent: Friday, July 1, 2022 4:05 PM **To:** Jon Hines <<u>jon@cmgyacht.com</u>>

Cc: DeFreitas, Michele < <u>Michele.DeFreitas@FloridaDEP.gov</u>>

Subject: Capital Marine Group (EPAID: FLR000234906) Exit Interview CEI 06/29/2022

Mr. Hines,

This email serves as the Exit Interview for the Florida Department of Environmental Protection Compliance Evaluation Inspection (CEI) of Capital Marine Group, LLC on 06/29/2022. Thank you for taking time out of your busy schedule to guide inspectors around your facility and explain your processes. We appreciate your cooperation with our inspection procedures. As discussed during the inspection, the Department is requesting additional documentation to determine your facility's compliance.

Please submit the documentation requested below by 07/25/2022. I am available via phone or email if you have any questions or concerns regarding the required documentation. At this time the Department is requesting the following:

- Nonhazardous waste manifests for oily water/ bilge water shipments from the following months:
 - October 2019
 - o December 2019
 - o February 2021
 - o June 2021
 - o July 2021
 - o November 2021

As mentioned during the inspection, the Department is requesting a sampling of nonhazardous waste manifests from the months above. After these are reviewed, additional manifests may be requested.

• The most recent shipment of used oil filters

At the time of the inspection, inspectors were told CMG does not regularly ship used oil filters, but is registered to do so in case a customer has a requested for filter disposal. Please send the nonhazardous waste manifest documenting the most recent time this has occurred, if applicable.

A blank copy of the "Job Authorization Page" signed by Capital Marine Group Customers

Thank you,

Tarin Tischler

Environmental Specialist II

Florida Department of Environmental Protection Southeast District – West Palm Beach 3301 Gun Club Road, MSC 7210-1 West Palm Beach, FL 33406

Tarin.Tischler@FloridaDEP.gov

Office: 561.681.6680





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	7. Transporter 2 Company Name		U.S. EPA ID	***************************************	
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	NON-HAZARDOUS 1. Generator ID Number WASTE MANIFEST	2. Page 1 of 3. Err	nergency Response Phone	d. Waste	Tracking Nu	mber
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	6. Transporter 1 Company Name CAPITAL MACINE GROP LLC 7. Transporter 2 Company Name			U.S. EPA ID U.S. EPA ID	002	34 906
	8. Designated Facility Name and Site Address 3400 SE 973 AVC Facility's Phone: FT. LAUDSE DHEE FC 33316			U.S. EPA ID		83071
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	Generator's Phone: Gd - 840 - 8190 6. Transporter 1 Company Name AND MARLINE GROUP	London	W. PAU	FLR	U.S. EPA ID	Number	706
	7. Transporter 2 Company Name		**************************************		U.S. EPA ID		
	8. Designated Facility Name and Site Address	JIA			U.S. EPA ID	Number うどう	971
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	6. Transporter 1 Company Nam	HARINE GRO	y LLC		rea :		U.S. EPAID	Number	234 906
	7. Transporter 2 Company Nan				***************************************		U.S. EPA ID		
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169-BLC-O 5 11977 (Rev. 9/09)

TRANSPORTER #1

1. Generator ID Number 2. Page 1 of 3. Emergency Response Phone **NON-HAZARDOUS** WASTE MANIFEST 5. Generator's Name and Mailing Address 6. Transporter 1 Company Name U.S. EPA ID Number 7. Transporter 2 Company Name U.S. EPA ID Number 8. Designated Facility Name and Site Address-U.S. EPA ID Number 94-763-3390 Facility's Phone: 11. Total 12. Unit 9. Waste Shipping Name and Description Quantity Wt./Vol. Туре GENERATOR SH 826 61 6 13. Special Handling Instructions and Additional Information 14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Generator's/Offeror's Printed/Typed Name Year 15. International Shipments INT Import to U.S. Export from U.S. Port of entry/exit: Transporter Signature (for exports only): Date leaving U.S. 16. Transporter Acknowledgment of Receipt of Materials TRANSPORTER Transporter 1 Printed/Typed Name Signature Year Transporter 2 Printed/Typed Name Signature Month Day Year 17. Discrepancy 17a. Discrepancy Indication Space Туре Quantity Residue Partial Rejection Full Rejection Manifest Reference Number: 17b. Alternate Facility (or Generator) FACILITY U.S. EPA ID Number Facility's Phone: DESIGNATED 17c. Signature of Alternate Facility (or Generator) Month Day Year 18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Ite Printed/Typed Name Signature Year

DESIGNATED FACILITY'S COPY

169-BLC-O 5 11977 (Rev. 9/09)



June 10, 2022

PROJECT PROPOSAL: M/Y MILAGROS FUEL TANKS

Customer: Contact: Brandon Washington Brandon Washington

Phone #:

954-8689195

Email:

Milagros.captain@npointcapital.com

Proposal Sent Via:

Email

Mr. Washington:

Capital Marine Group, LLC. (CMG) has been offering comprehensive Marine Services for three decades by combining proven technical expertise and problem solving proficiency. We have supported our customers in developing cost effective solutions for all of their environmental requirements.

Capital Marine Group, LLC. (CMG) is pleased to provide you with a personalized pricing proposal to execute the following Scope of Work referenced below:

Scope of Work:

Pump & Flush (3) Diesel Fuel Tanks and Polish Diesel Fuel

Project Cost:

Pump & Flush Tanks

\$350.00 per tank

Polish or Disposal Dirty Fuel

\$1.00 per gallon

Work Location:

Westport Marina, SR 84, Ft Lauderdale

Disposal Site:

Cliff Berry, Inc. – Miami Pre Treatment Facility (Oily Water)

Standard Terms & Conditions:

- 1. Once the project has been accepted and confirmed to CMG for execution, we shall schedule this project on a mutually agreeable date with a minimum of five (5) business days' lead time.
- 2. All waste is subject to Profile Approval from the certified disposal facility and will be manifested (actual quantity), transported and disposed of in accordance with all Federal, State and Local regulations.
- 3. Any waste accepted that is not in compliance with approved profile will be communicated with the customer within 72 hours of receipt. Pricing adjustments will be applied where applicable.
- 4. Our rates are based on a Monday thru Friday 0800 1700 workweek. If weekend work and/or second/third shift work is required and authorized, overtime rates will be charged at one and a half straight time rates and double on observed government holidays.
- 5. It is the customer's responsibility for payment of any tariffs, fees, taxes, and administrative costs which CMG may incur in the execution of this project. Any additional fee(s) shall be indicated as a separate line item on the final invoice.
- 6. A fuel surcharge shall be added to all invoices in accordance with the "National Average Diesel Fuel Index".
- A signed Purchase Order, Job Authorization Form or this Proposal is acknowledging agreement with the terms and conditions
 of this document and is required prior to job commencement.
- 8. Any demurrage charges that are NOT caused by CMG's field personnel shall be billed to the customer.
- 9. This estimate applies only to the job described above. This pricing does not include additional materials or labor that may be required due to any problems that may arise once the project has begun. If additional labor and equipment is required, it will be invoiced at "Time & Material" rates.
- 10. This proposal is an estimate based on limited known conditions. If the scope of work changes CMG reserves the right to adjust its fee schedule as required.
- 11. The above rates are based on a (4) hour minimum.
- 12. Transportation charges are portal to portal.
- 13. Pricing is valid for (30) days from the date of this proposal.
- 14. Vessel responsible for opening/closing the tanks
- 15. Vessel responsible for parking spots for our truck and tanker
- 16. There may be a minimal loss of % of diesel to be returning back

17. The services, contract or invoice CMG provides for all cleaning operations "DOES NOT" constitute as a "GAS FREE CERTIFICATE" for "HOT WORK" or "CONFINED SPACE ENTRY" by others. CMG does not hold a Marine Chemist Certification to provide the Inspection Certificate Necessary to issue the "HOT WORK AUTHORIZATION" or Constitute as authority for others to make safe entry when needed.

Capital Marine Group, LLC. would like to thank you for the opportunity to submit pricing for this project. If you require additional details on this scope of work, please do not hesitate to contact the undersigned.

CMG is committed to preserving our environment and combined with decades of documented work experience. It is our personal commitment to you that we shall execute this work with the highest degree of professionalism and environmental stewardship. All CMG field personnel are certified with 40-Hour OSHA training and are Confined Space Entry certified.

Best Regards,

Ron Hoogesteyn Marine Consultant PO Box 22416 Fort Lauderdale, FL 33335 Cell: 954-801-0632 Office: 954-764-4220

<u>capitolmarine@bellsouth.net</u> www.capitalmarineindustries.com

PS: Please sign and return this project proposal at your earliest convenience so that we may verify our master schedule and confirm to you the exact time and date of the work to be performed.

JOB AUTHORIZATION

Today's Date 06/10/2022	
Customer: Capt Brandon Washington	
Customer's Authorized Agent: SAME Email Milagros.captain@npc	pintcapital.com
Billing address: City: <u>State: Fl</u> Zip	
Office Phone: Mobile Phone: 954-868-9195 Fax:	
Customer authorizes CMG to perform the following Services including, b as follows: Pump, flush and polish fuel out of 3 tanks on M/Y Milagros	ut not limited to: CMG shall be compensated for rendering the Services
Compensation:	
Per the rates and terms contained in CMG's current Price List (availabinding upon CMG unless CMG specifically agrees to perform the Ser	able upon request) incorporated by this reference. Cost estimates are not vices for a firm fixed price.
XXX Per attached Proposal dated 06/140/2022 incorporated by this refer	rence into this Job Authorization.
Per the following:	
Payment Terms: Deposit required to commence Services: \$ Payment due prior to continued services and upon depletion of dedelay in payment. XXX Payment due upon completion of services. CMG can suspend and/or	; posit. CMG can suspend and/or terminate operations immediately upor terminate operations at any point.
Balance due 30 days from date of invoice, contingent upon approve Upon request, Customer shall provide acceptable credit security as reFOR CHECKS DRAWN ON A U.S. BANK ACCOUNT:	al of credit. Service charges on late payments accrue per Appendix "A". equired in Appendix "A". Payment shall be made as follows:
CAPITAL MARINE GROUP LLC PO BOX 22416 FORT LAUDERDALE, FL 33335	
Insurance: Customer shall cause CMG to be named an addition Customer is liable for full and timely payment to CMG for all Servinsurance company involvement. All directions, decisions, approximate to be made as agent for Customer.	rices at the rates contained in the current Price List, regardless of
Limited Power of Attorney: If initialed, Customer coupled with an interest, to execute on behalf of Customer in Comanifests and other documents, applications or instruments recovered by CMG during the performance of the Service writing. CMG shall have no liability to Customer for the sufficience.	quired for <u>or associated with</u> the transportation and disposal of ces. This appointment may be relied upon until withdrawn in
THIS JOB AUTHORIZATION IS SUBJECT TO THE TERMS AND CONDITIONS CMG'S PROPOSAL, AS REFERENCED ABOVE. EXECUTION OF THIS JOB AU APPENDIX "A", CMG'S PRICE LIST AND/OR CMG'S PROPOSAL, AS APPLIC ORDER AND CUSTOMER FORM CONTRACTS ARE HEREBY REJECTED BY AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.	ITHORIZATION SIGNIFIES CUSTOMER'S RECEIPT OF AND AGREEMENT TO ABLE. TERMS AND CONDITIONS INCLUDED ON CUSTOMER'S PURCHASE
CAPITAL MARINE GROUP LLC	Authorized Agent of Customer
Name:	Name:
Signature:	Signature:
Title: Marine Advisor	Title:
Date 06/10/2022	Date:

APPENDIX A: TERMS & CONDITIONS

- 1. Terms and Conditions: These terms and conditions apply to all Services performed by CAPITAL MARINE GROUP LLC (CMG) for Customer. The Job Authorization, this Appendix "A", CMG's current Price List, and CMG's Proposal, if applicable (collectively "the Agreement") constitute the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, regarding the Services. Provisions contained in a purchase order or other documents provided by Customer that vary or conflict with the terms contained in the Agreement are hereby rejected. Modifications to the Agreement may be made only in writing, signed by both parties. Failure of CMG to take any action or assert any right shall not be deemed a waiver of that right. This Agreement may be signed in multiple counterparts. Facsimile, scanned or electronic signatures, copies of this Agreement, and daily work reports are valid and binding on the parties.
- 2. Payment: 100% of invoiced amounts shall be paid within the time selected on page one of this document. If no selection is made, payment is due in advance unless pre-approved by CMG's credit department in writing. Payments are not contingent upon owner payments, government funding, or insurance payments. Service charges will be imposed on any balance remaining unpaid after 30 days computed at 1.5% per month, or the maximum rate allowed by law, whichever is less. In addition, Customer shall reimburse CMG for all fees and costs incurred to collect overdue amounts, including but not limited to collection fees, attorneys' fees, filing fees, costs of litigation or alternate dispute resolution, attorneys' fees and charges for time spent by CMG personnel. CMG reserves all legal rights and recourses against the Customer, its property and the property owner for failure of Customer to pay invoices when due.
- 3. <u>Credit Security:</u> Upon request by CMG, Customer shall provide security for payment as follows: (i) by depositing funds in an escrow account with an escrow agent on terms acceptable to CMG; (ii) by providing a standby letter of credit in favor of CMG issued on terms and by a commercial bank acceptable to CMG; or (iii) by arranging such other form of security or credit arrangement on terms acceptable to CMG. The amount of security shall be determined in CMG's sole discretion as appropriate under the circumstances, and shall be increased as required by CMG. Nothing herein shall obligate CMG to continue to provide Services when it has not been paid or provided with acceptable security.
- 4. <u>Daily Work Orders</u>: Finalized daily work documents shall be the mechanism to document and verify personnel, equipment, materials and outside services utilized by CMG in the performance of Services. If Customer's representative is not available to sign daily work orders, it is Customer's responsibility to ensure prompt review and approval of daily work documents. Customer's failure to (i) approve daily work documents sent to Customer's fax number or email address, or (ii) provide its written objection to daily work documents shall constitute acceptance of the resources reported by CMG.
- 5. <u>Schedule</u>: CMG shall use reasonable effort to complete the Services according to the agreed schedule. However, no warranties or representations are made as to the completion date of any Services undertaken, nor will Customer have any right to damages arising from delays of CMG in the completion of the Services.
- 6. Changes, Delays: Changes to the Services requested by Customer shall be compensated in accordance with CMG's Price List then in effect. Unknown or unanticipated conditions, conditions differing from information provided by Customer, changes in laws or required standards, and directions by governmental agencies and insurance adjusters are considered changes requested by Customer. In the event CMG's performance is suspended or delayed by Customer, government personnel, weather or other reason beyond CMG's control, CMG shall be paid at the rates contained in the Price List for personnel and equipment on standby, for demobilization and mobilization costs, and other charges incurred as a result of such suspension or delay.
- 7. Warranty: CMG shall perform the Services in accordance with all applicable federal, state and local regulations. CMG will perform deficient Services if written notice of the defect is received by CMG prior to demobilizing from jobsite. CMG makes no warranty that CMG will recover any specific quantity of hazardous or other substance or that any specific level of cleanliness will be achieved or that human activity can be resumed. CMG's performance of deficient Services shall constitute CMG's sole liability under this Section. This warranty is in lieu of all warranties, expressed, implied or statutory, including the warranties of workmanship, merchantability, fitness for a particular purpose, custom and usage or otherwise, which are waived by Customer.
- 8. Handling of Waste: By performing the Services, CMG does not accept or acquire (i) title to any waste handled by CMG; or (ii) the status or liability of the generator, owner, operator or arranger of transportation, treatment, storage or disposal, as defined by federal and state laws governing the handling, treatment, storage or disposal of solid or hazardous waste. If requested, CMG will transport waste or cause it to be transported under a waste manifest executed by Customer to a disposal or treatment facility selected by Customer. If CMG arranges for the transportation and disposal of waste, executes contracts with disposal facilities, completes and signs waste profiles or waste manifests, or makes payment for transportation or disposal services, Customer agrees these activities are performed by CMG as Customer's authorized agent. Customer shall remain responsible for any claims by the disposal facility with respect to the waste and shall look solely to the disposal facility in the event of a release or other liability arising from the disposal service. Prices quoted by CMG for transportation and disposal of waste do not constitute a selection of the disposal facility and shall be subject to adjustment in the event the disposal facility increases its price to CMG or Customer designates an alternate facility.
- 9. <u>Insurance</u>: During the performance of the Services, CMG shall maintain worker's compensation and employer's liability insurance; commercial general liability insurance in the amount of \$1,000,000 per occurrence; automobile liability insurance in the amount of \$1,000,000 combined single limit; and contractor's pollution liability insurance in the amount of \$1,000,000 per occurrence.
- 10. <u>Indemnification by Customer</u>: Customer shall indemnify, defend and hold CMG <u>and its officers, directors employees, agents and subcontractors.</u> harmless from and against all loss, liability, claims, litigation, proceedings, damages, fines, penalties costs or expenses (including defense costs and attorney's fees) incurred by Customer, CMG or third parties arising from or in connection with bodily injury or death, property damage, environmental release, impairment, pollution or condition or any other cause occurring prior to CMG's commencement of the Services, and during or after the performance of the Services except to the extent directly attributable to CMG's active or sole negligence or willful misconduct in the performance of the Services. <u>Customer shall indemnify CMG and shall pay all costs and charges incurred by CMG in connection with this Agreement and all reasonable attorneys' fees and costs incurred by CMG in connection with performing the Services as well as the enforcement of this Agreement.</u>
- 11. <u>Limit of Liability</u>: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE, REGARDLESS OF THE CAUSE, INCLUDING NEGLIGENCE, EVEN IF SUCH DAMAGES WERE WITHIN THE CONTEMPLATION OF, FORESEEN BY OR REASONABLY FORESEEABLE BY THE PARTIES.
- 12. <u>Suspension or Termination by CMG</u>: CMG may suspend or terminate the Services or this Agreement at any time in the event of 1) failure of Customer to timely pay amounts due, or 2) breach by Customer of any provision of this Agreement. Customer shall be responsible for all charges incurred by CMG as a result of such termination or suspension, in addition to charges for Services performed hereunder.
- 13. <u>Law and Jurisdiction</u>: This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida. Any suit, action or proceeding brought by any party shall be commenced exclusively in the <u>Courts of the State of</u> Florida situated in Broward County, <u>Florida</u>, <u>or in the United States</u> <u>District Court for the Southern District of Florida</u>.

Customer Initials:	CMG's Initials:

JOB AUTHORIZATION

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Today's Date 06/10/2022
Customer: Capt Brandon Washington
Customer's Authorized Agent: SAME Email Milagros.captain@npointcapital.com
Billing address: City: State: Fl Zlp
Office Phone: Mobile Phone: 954-868-9195 Fax:
Customer authorizes CMG to perform the following Services Including, but not limited to: CMG shall be compensated for rendering the Services as follows: Pump, flush and polish fuel out of 3 tanks on M/Y Milagros
Compensation:
Per the rates and terms contained in CMG's current Price List (available upon request) incorporated by this reference. Cost estimates are not binding upon CMG unless CMG specifically agrees to perform the Services for a firm fixed price.
XXX Per attached Proposal dated 06/140/2022 incorporated by this reference into this Job Authorization.
Per the following:
Payment Terms: Deposit required to commence Services: \$
Balance due 30 days from date of invoice, contingent upon approval of credit. Service charges on late payments accrue per Appendix "A". Upon request, Customer shall provide acceptable credit security as required in Appendix "A". Payment shall be made as follows: FOR CHECKS DRAWN ON A U.S. BANK ACCOUNT:
CAPITAL MARINE GROUP LLC PO BOX 22416 FORT LAUDERDALE, FL 33335
nsurance: Customer shall cause CMG to be named an additional insured on any policy of insurance covering the Services. Customer is liable for full and timely payment to CMG for all Services at the rates contained in the current Price List, regardless of company involvement. All directions, decisions, approvals and communications by Customer's insurance company to CMG are deemed to be made as agent for Customer.
imited Power of Attorney: If initialed, Customer hereby appoints CMG as its attorney-in-fact, which power is coupled with an interest, to execute on behalf of Customer in Customer's name as Customer's act and deed all profiles, waste nanifests and other documents, applications or instruments required for or associated with the transportation and disposal of vaste recovered by CMG during the performance of the Services. This appointment may be relied upon until withdrawn in virting. CMG shall have no liability to Customer for the sufficiency or adequacy of any such actions taken by CMG.
THIS JOB AUTHORIZATION IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS APPENDIX "A" AND CMG'S CURRENT PRICE LIST AND/OR CMG'S PROPOSAL, AS REFERENCED ABOVE. EXECUTION OF THIS JOB AUTHORIZATION SIGNIFIES CUSTOMER'S RECEIPT OF AND AGREEMENT TO DEPENDIX "A", CMG'S PRICE LIST AND/OR CMG'S PROPOSAL, AS APPLICABLE. TERMS AND CONDITIONS INCLUDED ON CUSTOMER'S PURCHASE AND CUSTOMER FORM CONTRACTS ARE HEREBY REJECTED BY CMG. CUSTOMER'S REPRESENTATIVE WARRANTS THAT HE/SHE HAS AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.
Authorized Asset - C
Authorized Agent of Customer
Ignature:
itle: Marine Advisor
Title: CAPTO(1)

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