

INDIANA STATE POLICE DEPARTMENT



**Pension Trust Agreement of 1987
as amended**

**Supplemental Agreement
(Police Benefit Fund)
as amended**

Rev. 7/01

DEPARTMENT OF STATE POLICE
SUPPLEMENTAL TRUST AGREEMENT
(POLICE BENEFIT FUND)
(EMPLOYEE DEATH AND DISABILITY FUND)

Restated - July 1, 2001

TABLE OF CONTENTS

	<u>PAGE</u>
PART I SUPPLEMENTAL DEATH BENEFITS	2
1. Supplemental Death Benefits:	2
PART II DISABILITY BENEFITS	2
2. Performance of Duty Disability - Pre 1987 Benefit System:	2
3. Performance of Duty Disability – 1987 Benefit System:	3
4. Non-Performance of Duty Disability - Pre-1987 Benefit System:	3
5. Non-Performance of Duty Disability - 1987 Benefit System:	4
6. Basis for Pre-1987 Benefit System Calculation:	4
7. Basis for 1987 Benefit System Calculation:	4
PART III GENERAL PROVISIONS REGARDING DISABILITY BENEFITS	4
8. General Provisions Applicable to Pre-1987 Benefit System:	4
9. General Provisions Applicable to 1987 Benefit System:	4
10. Contributions during Disability:	5
11. Life and Health Coverage while Disabled:	5
PART IV LINE OF DUTY DEATH BENEFITS	5
12. General Provisions Applicable to Pre-1987 Benefit System:	5
13. General Provisions Applicable to 1987 Benefit System:	6
14. Dependent Child Benefit:	6
15. Surviving Spouse Benefit:	6
16. Dependent Parents Benefit:	6

TABLE OF CONTENTS
(Continued)

	<u>PAGE(S)</u>
PART V INVESTMENTS	6
17. Investment of the Fund:	6
18. Use of Investments:	7
19. Reporting:	7
20. Determination of Value:	7
PART VI LIQUIDATION	7
21. Liquidation:	7
PART VII MISCELLANEOUS	8
22. Pension Consultants:	8
23. Trustee Expenses:	8
24. Indemnification:	8
25. Reliance:	8
26. Construction and Disputes:	9
27. Governing Law - Nature of Police Benefit Fund:	9
PART VIII DEATH AND DISABILITY FUND	10
28. Establishment of Employee Death and Disability Fund:	10
PART IX AMENDMENT	10
29. Amendment of Agreement:	10

DEPARTMENT OF STATE POLICE
SUPPLEMENTAL TRUST AGREEMENT

(Restated - July 1, 2001)

(POLICE BENEFIT FUND)

(EMPLOYEE DEATH AND DISABILITY FUND)

THIS AGREEMENT is an amendment and complete restatement, effective as of July 1, 2001, of the Agreement originally made and entered into the first day of July, 1937, subsequently restated effective as of July 1, 1987 and July 1, 1991, by and between the Department of State Police of Indiana (hereinafter referred to as the "Department"), and the Treasurer of the State of Indiana (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, the Department is a division of the Indiana State Government with its principal office at Indianapolis, Indiana, and the Department desires to continue the Police Benefit Fund, and to incorporate certain changes as authorized by statute, and

WHEREAS, the Department desires to continue the Employee Death and Disability Fund, and

WHEREAS, the Trustee is an officer of the State of Indiana with full power to act as Trustee and with its principal office and place of business at Indianapolis, Indiana.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

The Trustee will continue to act as Trustee of the Police Benefit Fund established pursuant hereto and will receive and hold in trust, manage, invest and reinvest any money paid to it as such Trustee in accordance with the terms and provisions of this Supplemental Trust Agreement.

The Police Benefit Fund has been established to provide supplementary death benefits to the beneficiaries or estates of deceased Employee Beneficiaries, disability benefits and payments on behalf of Employees killed in the line of duty. The Police Benefit Fund shall consist of voluntary contributions from the Department, fees, awards, and any other payments or contributions made to the Police Benefit Fund by the State of Indiana or by any other person or persons, firm or corporation, and the income and proceeds derived from the investment thereof.

The Employee Death and Disability Fund has been established to provide additional death and disability benefits. The Employee Death and Disability Fund shall consist of employee contributions and the income and proceeds derived from the investment thereof.

The capitalized terms used in this Supplemental Trust Agreement shall have the same meaning as defined in the Department of State Police of Indiana Pension Trust Agreement, entered into by and between the Department and the Trustee, originally effective the first day of July, 1937, and as most recently amended effective the first day of July, 2001 (the "Pension Trust").

PART I

SUPPLEMENTAL DEATH BENEFITS

1. **Supplemental Death Benefits:** All Employees shall be furnished supplemental death benefits in an amount established from time to time by the Pension Advisory Board, but not to exceed fourteen thousand five hundred dollars (\$14,500) (or such other amount as may be authorized by statute and approved by the Pension Advisory Board), the cost of which shall be totally paid by the Police Benefit Fund. All Employee Beneficiaries who retire after twenty (20) Years of Service shall be entitled to have the supplemental death benefit coverage in an amount not to exceed fourteen thousand five hundred dollars (\$14,500) (or such other amount as may be authorized by statute and approved by the Pension Advisory Board) continued for the balance of their lives by the Police Benefit Fund at no cost to such retirees. Supplemental death benefits furnished by the Police Benefit Fund may be paid directly from the assets of the Police Benefit Fund or this liability may be reinsured in a life insurance company selected and approved by the Department and authorized to operate in the State of Indiana. Eligible Employee Beneficiaries may designate a beneficiary for such life insurance coverage in a manner prescribed by the Department.

PART II

DISABILITY BENEFITS

2. **Performance of Duty Disability - Pre 1987 Benefit System:** In the event an Employee who is participating in the Pre-1987 Benefit System incurs a disability through the performance of duty (as determined by the Pension Advisory Board), the Employee or the Employee's beneficiary or estate shall be entitled to receive from the Police Benefit Fund reimbursement for all travel, medical, surgical and hospital expense directly resulting from such disability incurred before the Employee's death.

In addition thereto, the Employee shall be entitled to receive monthly payments from the Police Benefit Fund which shall commence one (1) month after payment of his last regular wages from the Department and shall continue until the earliest of the date: (1) disability no longer exists, (2) death occurs, (3) retirement occurs, or (4) the Employee Beneficiary is credited with thirty-four (34) Years of Service. The amount of monthly disability payment shall be determined by the

Pension Advisory Board in accordance with the extent of disability, but in no event shall it exceed the maximum monthly pension amount to which such Employee Beneficiary would be entitled at Normal Retirement Age.

In the event an Employee shall become totally disabled in the performance of duty (as determined by the Pension Advisory Board), he shall, in addition to the monthly disability pension payment provided for herein, and for the same period as such payment, receive from the Police Benefit Fund forty dollars (\$40) per month for each dependent parent and each dependent minor child less than eighteen (18) years of age.

3. Performance of Duty Disability – 1987 Benefit System: In the event an Employee who is participating in the 1987 Benefit System incurs a disability through the performance of duty (as determined by the Pension Advisory Board), the Employee or the Employee's beneficiary or estate shall be entitled to receive from the Police Benefit Fund reimbursement for all travel, medical, surgical and hospital expense directly resulting from such disability incurred before the Employee's death.

In addition thereto, the Employee Beneficiary shall be entitled to receive monthly payments from the Police Benefit Fund which shall commence one (1) month after payment of his last regular wages from the Department and shall continue until the earliest of: (1) the date disability no longer exists, (2) the date death occurs, (3) the date retirement occurs, or (4) the later of the date the Employee Beneficiary is credited with twenty-five (25) Years of Service with the Department or the date the Employee Beneficiary has received all sick pay benefits and long-term disability insurance payments that are available to him (but not to exceed two such years). The amount of monthly disability payments shall be determined by the Pension Advisory Board in accordance with the extent of disability, but in no event shall exceed the maximum monthly pension amount to which such Employee Beneficiary would be entitled at Normal Retirement Age.

In the event an Employee shall become totally disabled in the performance of duty (as determined by the Pension Advisory Board), he shall, in addition to the monthly disability pension payment provided for herein, and for the same period as such payment, receive from the Police Benefit Fund forty dollars (\$40) per month for each dependent parent and each dependent minor child less than eighteen (18) years of age.

4. Non-Performance of Duty Disability - Pre-1987 Benefit System: In the event an Employee who is participating in the Pre-1987 Benefit System shall become disabled for any cause not directly attributable to performance of duty, the Employee shall be entitled to receive from the Police Benefit Fund monthly payments of an amount in accordance with the extent of disability (as determined by the Pension Advisory Board). The amount of monthly disability payment determined hereunder shall not exceed the maximum pension amount to which such Employee Beneficiary would be entitled at Normal Retirement Age as determined under the Pre-1987 Benefit System, nor shall it continue beyond the earliest of: (1) the date disability no longer exists, (2) the date death occurs, (3) the date retirement occurs, (4) the Employee Beneficiary is credited with thirty-four (34)

Years of Service, or (5) a period of time longer than the number of months the person was an Employee of the Department prior to disability.

5. **Non-Performance of Duty Disability - 1987 Benefit System:** In the event an Employee who is participating in the 1987 Benefit System shall become disabled for any cause not directly attributable to performance of duty, the Employee shall be entitled to receive from the Police Benefit Fund monthly payments of an amount in accordance with the extent of disability (as determined by the Pension Advisory Board). The amount of monthly disability benefit determined hereunder shall not exceed the maximum monthly pension amount to which such Employee Beneficiary would be entitled at Normal Retirement Age as determined under the 1987 Benefit System. Such payments shall continue until the earliest of: (1) the date disability no longer exists, (2) the date death occurs, (3) the date retirement occurs, or (4) the later of the date the Employee Beneficiary is credited with twenty-five (25) Years of Service with the Department or the date the Employee Beneficiary has received all sick pay benefits and long-term disability insurance payments that are available to him (but not to exceed two such years).

6. **Basis for Pre-1987 Benefit System Calculation:** With respect to an Employee Beneficiary who was participating in the Pre-1987 Benefit System immediately prior to his disability, disability payments shall be based on the possibility of twenty (20) Years of Service and on a maximum of one-half ($\frac{1}{2}$) of the average monthly salary received, or to be received, during the highest paid consecutive twelve (12) months, plus twenty dollars (\$20), except that any moneys received in excess of the Third Year Trooper Salary shall not be considered as a part of the average.

7. **Basis for 1987 Benefit System Calculation:** With respect to an Employee Beneficiary who was participating in the 1987 Benefit System immediately prior to his disability, disability payments shall be based on the possibility of twenty-five (25) Years of Service and on a maximum of one-half ($\frac{1}{2}$) of his Average Monthly Salary.

PART III

GENERAL PROVISIONS REGARDING DISABILITY BENEFITS

8. **General Provisions Applicable to Pre-1987 Benefit System:** Disability payments once granted to an Employee Beneficiary in the Pre-1987 Benefit System shall not be increased (except when percent of disability is increased by the Pension Advisory Board) but neither shall the same decrease (except when percent of disability is decreased by the Pension Advisory Board), except that maximums (as established by the Superintendent) shall be recomputed whenever the Third Year Trooper Salary changes, and the Employee Beneficiary shall be paid any resultant increases.

9. **General Provisions Applicable to 1987 Benefit System:** Disability payments once granted to an Employee Beneficiary in the 1987 Benefit System shall not be increased (except when percent of disability is increased by the Pension Advisory Board) but neither shall the same decrease

(except when percent of disability is decreased by the Pension Advisory Board). Notwithstanding the preceding sentence, the Employee Beneficiary's Average Monthly Salary, for purposes of benefit calculations under Section 3 or Section 5 of this Supplemental Agreement, shall be initially based on the Employee's Beneficiary's status at the time of his disability, and thereafter shall be increased by changes to the Employee's Beneficiary's status on the matrix and by changes to the salary on the matrix (as established by the Superintendent). In the event there is such a change, the benefit shall be recomputed annually based on the prior 36 month Average Monthly Salary as of the beginning of each fiscal year, and the Employee Beneficiary shall be paid any resultant increase, subject to any Internal Revenue Code limitations.

10. Contributions during Disability: All authorized deductions made under the authority of this Supplemental Agreement and under the authority of the Pension Trust Agreement shall be withheld from any disability payment during disability status; provided that such amounts shall cease to be withheld when the Employee Beneficiary is deemed to have retired for purposes of the Pension Trust.

11. Life and Health Coverage while Disabled: Premiums for basic supplemental life, medical, vision, and dental insurance maintained for disabled Employee Beneficiaries through the Indiana State Police Health Care Plan shall be paid from the Police Benefit Fund, pursuant to the insurance policies and programs.

PART IV

LINE OF DUTY DEATH BENEFITS

In the event an Employee dies as a direct result of injury or illness incurred in the line of duty (as determined by the Pension Advisory Board), his surviving spouse, dependent children, dependent parent or parents, shall be entitled to receive payments under this Part from the Police Benefit Fund.

12. General Provisions Applicable to Pre-1987 Benefit System: The maximum monthly pension amount payable to dependent mothers, dependent fathers and surviving spouses of an Employee Beneficiary in the Pre-1987 Benefit System shall not exceed the current basic monthly pension amount paid to retirees as determined by the Pension Advisory Board under the provisions of the Pension Trust Agreement, and shall cease with the last payment prior to death. The maximum monthly pension amount payable to each dependent unmarried child shall not exceed thirty percent (30%) of the then current basic monthly pension amount paid to retirees as determined by the Pension Advisory Board under the provisions of the Pension Trust Agreement, and shall cease with the last payment prior to the child's death, the child's marriage or the child's nineteenth (19th) birthday, whichever occurs first, except the total monthly pension amount paid to all dependent unmarried children of any such Employee Beneficiary shall not exceed the current basic monthly amount paid to retirees.

13. General Provisions Applicable to 1987 Benefit System: The maximum monthly amount payable to dependent mothers, dependent fathers and surviving spouses of an Employee Beneficiary in the 1987 Benefit System shall not exceed the Employee Beneficiary's Basic Pension that would have been payable, as determined by the Pension Advisory Board, under the provisions of the Pension Trust Agreement, and shall cease with the last payment prior to death. The maximum monthly amount payable to each dependent unmarried child shall not exceed thirty percent (30%) of the Employee Beneficiary's Basic Pension that would have been payable as determined by the Pension Advisory Board under the provisions of the Pension Trust Agreement, and shall cease with the last payment prior to the child's death, the child's marriage or the child's nineteenth (19) birthday, whichever occurs first, except the total monthly pension amount paid to all dependent unmarried children of any such Employee Beneficiary shall not exceed the Employee Beneficiary's Basic Pension.

14. Dependent Child Benefit: Provided that each unmarried dependent child who is nineteen (19) years of age or over but under twenty-three (23) years of age shall be eligible to receive the pension determined under Section 12 or Section 13 while enrolled as a full-time student in a school, college or university. Provided further that such dependent children, married or unmarried, shall be eligible to attend any Indiana state-supported college or university tuition free.

15. Surviving Spouse Benefit: Provided further, that any surviving spouse eligible to receive a Joint and Survivor pension under the applicable provisions of the Pension Trust Agreement, shall, in addition to said Joint and Survivor pension amount, be entitled to receive a surviving spouse's monthly pension amount as provided by Section 12 or Section 13 of this Supplemental Agreement, as amended from time to time, payable in an Actuarially Equivalent amount commencing as early as one (1) month after the death of the Employee Beneficiary.

16. Dependent Parents Benefit: Payments to a dependent parent or parents shall be determined by the Pension Advisory Board in accordance with the extent of dependency, and only in the event there is no eligible surviving spouse. Such payments shall begin one (1) month after the death of the Employee Beneficiary and continue as long as either parent survives and remains dependent upon the source of revenue, as determined by the Pension Advisory Board.

PART V

INVESTMENTS

17. Investment of the Fund: Subject to the provisions of IC 10-1-2-2 and 10-2-2-2.5, the Trustee, with the approval of the Department and the Pension Advisory Board, shall invest the Police Benefit Fund assets with the care, skill, prudence, and diligence that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims and shall also diversify such investments in accordance with prudent investment standards. The Trustee shall maintain a written investment policy governing the investment and reinvestment of the Police Benefit Fund.

18. Use of Investments: Subject to the limitations set forth in Section 17, the Trustee, with the approval of the Department and the Pension Advisory Board, shall invest, reinvest and manage the Police Benefit Fund for the purpose of, or payment of, the following:

- a. Such investments as the Trustee may be authorized to invest funds in under the laws of the State of Indiana, particularly IC 10-1-2-2.5.
- b. Stocks and other securities.
- c. Annuities for Employee Beneficiaries.
- d. Payments authorized to be made by the terms of this Supplemental Trust Agreement.
- e. Current operating expenses authorized by the Department.

19. Reporting: The Trustee, with the assistance of the Pension Consultants, shall, within ninety (90) days after the close of each fiscal year, prepare and file with the Department and the State Board of Accounts a detailed annual report showing receipts, disbursements, and the assets of the Police Benefit Fund, listing investments at current market value as of the end of the fiscal year.

20. Determination of Value: The Gross Value and the Net Value of the Police Benefit Fund shall be determined in the same manner as the Gross Value and the Net Value of the Pension Fund, as set out in the Pension Trust.

PART VI

LIQUIDATION

21. Liquidation:

a. The Police Benefit Fund may be liquidated at any time by the Department and shall be liquidated in the event of liquidation of the Pension Trust.

b. The liquidation of the Police Benefit Fund shall be under the direction and supervision of the Pension Consultants and the Indiana Insurance Department, and subject to the terms and conditions of the Pension Trust.

c. If this Supplemental Agreement is terminated, the assets of the Police Benefit Fund shall be used as follows:

i. Pensions and payments shall be continued to persons then receiving same, either directly or by purchase of annuities from eligible life insurance

companies yielding as nearly as possible the maximum monthly amounts payable to the persons then receiving same.

ii. Any balance of the Police Benefit Fund remaining after the payments provided for in (i) of this Section shall revert to the Pension Trust and be administered in accordance with the terms thereof.

PART VII

MISCELLANEOUS

22. Pension Consultants: The Trustee shall at all times contract with Pension Consultants, with the approval of the Department and the Pension Advisory Board, to assist and supervise the operation of the Police Benefit Fund. The terms of employment and compensation of the Pension Consultants shall be provided in such contract.

23. Trustee Expenses: The Trustee shall be reimbursed from the trust assets for any extraordinary service or out-of-pocket expense necessarily and properly incurred by it in the administration of the trust, subject to the approval of the Department and the Pension Advisory Board. The Trustee shall receive no compensation for its services hereunder.

24. Indemnification: Neither the Trustee, the Department, the Pension Advisory Board, the Pension Consultants, nor their representatives, shall be liable for any error of judgment, mistake or omission made in good faith, but only for negligence or willful misconduct in the performance of their duties hereunder.

25. Reliance: The Pension Consultants and the Trustee shall be entitled to rely upon statements of the Department or its representatives as to the following matters: the amount paid into the Employee Death and Disability Fund by Employees and Employee Beneficiaries; the ages of Employee Beneficiaries and their dependents; whether or not Employees were on the payroll of the Department on stated dates; the length of time Employees have been on the payroll of the Department; and wages paid by the Department to Employees.

The Department and Pension Consultants shall be entitled to rely on the statements of the Trustee or its representative as to the amount held in and the amount paid from the Police Benefit Fund and the Employee Death and Disability Fund, to any persons whomsoever.

Parties hereto shall be entitled to rely upon any statement contained in any Employee's Application and Authorization Form.

A statement shall be deemed to have been made by the Department, Pension Advisory Board, Trustee or the Pension Consultants if it shall be signed by one of their respective executive officers or any person authorized to sign such statements by one of their respective executive officers.

Any statement shall be deemed to have been made by the Trustee provided it shall be signed by the Treasurer of State or by any person authorized by the Treasurer of State to sign such statement.

26. Construction and Disputes: It is not intended that the Trust created by this Agreement shall be administered by or under the supervision of any court; but in the event that any party hereto, shall apply to a court for a construction hereof, or for direction as to the duties or rights of any party hereunder, then in any such event, such application shall be made to any court of competent jurisdiction sitting in the State of Indiana and having jurisdiction of the subject matter, and such court shall have jurisdiction to issue such order, decree or judgment as the equity of the case may require. In the event of any such proceeding or proceedings being instituted, it shall not be necessary to make a party or to serve process upon any Employee Beneficiary, or any person claiming by, through or under any Employee Beneficiary or former Employee Beneficiary, whether resident or nonresident of the State of Indiana, but it shall be sufficient to publish such notice of the institution of said suit in two (2) newspapers of general paid circulation in the county in which such proceedings are instituted, as the court may direct. If in any such proceedings the court shall determine that the Pension Consultants are improperly performing its functions hereunder, the Trustee shall have the right to select successor Pension Consultants with the approval of the Department and the Pension Advisory Board and such successor shall perform the functions agreed hereunder to be performed by the Pension Consultants.

27. Governing Law - Nature of Police Benefit Fund: The Trust arising under the operation hereof shall constitute a Trust under the laws of the State of Indiana, and this Agreement shall be construed by the applicable laws of Indiana.

a. It is understood and agreed that inasmuch as Employee Beneficiaries are required to make no payments into the Police Benefit Fund neither they, nor any person claiming by, through, or under them shall have any vested right in or to the Police Benefit Fund, nor any claim against any party hereto or representatives thereof, including the Pension Consultants and the Pension Advisory Board. Any suggestions or grievances, however, may be presented to the Pension Advisory Board for proper review and consideration, and its decision shall be final and binding upon all parties to the fullest extent permitted by law, unless the decision is contrary to the terms of this Agreement.

b. The Police Benefit Fund shall not be commingled with any funds representing authorized deductions from the salary or wages of Employees of the Department, but shall be accounted for and operated as a separate and distinct fund from the Pension Fund and the Employee Death and Disability Fund.

PART VIII

DEATH AND DISABILITY FUND

28. Establishment of Employee Death and Disability Fund:

a. Subject to the approval of the Trustee, there is hereby authorized and created a separate and distinct fund to be known as the Employee Death and Disability Fund which shall be accounted for and operated separately from the Police Pension Fund and the Police Benefit Fund. The Employee Death and Disability Fund shall consist of the necessary authorized deductions from the salary and wages of Employees of the Department for insurance premiums, heretofore made and hereafter made in accordance with the wage assignment laws of the State. The Employee Death and Disability Fund shall also consist of any necessary authorized premium payments from retired Employee Beneficiaries.

b. Said fund shall be used for the purpose of providing insurance benefits separate from that provided by the Police Benefit Fund. Any Employee may apply for additional insurance benefits (as made available) in an amount established from time to time by the Pension Advisory Board, the cost of which shall be totally paid by the Employee at a rate per month determined by the Pension Advisory Board for each one thousand dollars (\$1,000) of coverage, and this contribution shall be deducted from the Employee's salary by the Department pursuant to the terms of the wage assignment laws of the State and the Application and Authorization Form. All such deductions shall be credited to the Employee Death and Disability Fund. The Employee Death and Disability Fund shall also consist of any necessary authorized premium payments from retired Employee Beneficiaries.

c. The Department shall maintain separate accounting records for each Employee and Employee Beneficiary participating in the Employee Death and Disability Fund and no part of said fund shall be commingled with the Police Pension Fund or Police Benefit Fund.

PART IX

AMENDMENT

29. Amendment of Agreement: This Supplemental Trust Agreement may be changed, altered, or amended in any particular way by the Department upon recommendation of the Pension Consultants, with the consent of the Trustee and with the consent of the majority of the Pension Advisory Board. A copy of any such amendment shall be filed with the Trustee and the Pension Consultants.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed as of the last day of JULY, 2001.

DEPARTMENT OF STATE POLICE OF INDIANA

By: Melvin Carraway
Melvin Carraway, Superintendent

Date: May 25, 2001

**TREASURER OF THE STATE OF INDIANA
"TRUSTEE"**

By: Timothy Berry
Timothy Berry

**INDIANA DEPARTMENT
OF ADMINISTRATION**

STATE BUDGET AGENCY

Glenn Lawrence
Glenn Lawrence, Commissioner
1/22/02

Betty Cockrum
Betty Cockrum, Director
January 23, 2002

APPROVED AS TO FORM AND LEGALITY:

Stephen Carter
Stephen Carter, Attorney General

Date: 1-30-02

AS APPROVED:

PENSION ADVISORY BOARD

A handwritten signature in black ink, appearing to be "M. J. R.", is written over a horizontal line.

Date: 12-20-01

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