

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
RAAM GLOBAL ENERGY COMPANY, <i>et al.</i>	§	CASE NO. 15-35615
	§	
	§	(Chapter 11)
	§	
DEBTORS.	§	Jointly Administered

**ORDER AUTHORIZING AND APPROVING (A) STALKING HORSE
PURCHASE AGREEMENT, (B) BIDDING PROCEDURES, (C) PROCEDURES
FOR DETERMINING CURE AMOUNTS FOR EXECUTORY CONTRACTS
AND UNEXPIRED LEASES, AND (D) RELATED RELIEF**

At a hearing on December 2, 2015 (the “Bid Procedures Hearing”), this Court considered the *Motion to Authorize and Approve (a) Stalking Horse Purchase Agreement, (b) Sale of Substantially All Assets Free and Clear of Claims, Liens, Encumbrances and Other Interests, (c) Assumption and Assignment of Executory Contracts and Unexpired Leases, (d) Bidding Procedures, (e) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (f) Related Relief* [Docket No. 90] (the “Motion”)¹ filed by RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC (collectively, the “Debtors”). The Court hereby finds and determines that:

A. It has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b), and venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ Capitalized terms that are not defined herein shall have the meanings given to them in the Motion or the Purchase Agreement, as applicable.

B. As reflected in the *Certificate of Service* [Docket No. 97] and the *Certificate of Supplemental Service* [Docket No. 143], the Motion and the notice of the Bid Procedures Hearing has been served on the parties identified on the Master Service List maintained in these Cases (who do not receive electronic notice). Additionally, the Motion and the notice of the Bid Procedures hearing have been served on the Court's electronic filing system on those parties receiving electronic notice by such system (collectively, the "Notice").

C. The Notice is reasonable and sufficient in light of the circumstances and nature of the relief requested in the Motion, and no other or further notice of the Motion or the Bid Procedures Hearing is necessary. A reasonable and fair opportunity to object to the Motion and the relief granted in this Order has been afforded under the circumstances.

D. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Granting the relief is in the best interests of the Debtors, their estates and creditors.

E. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion as provided herein. Such good and sufficient reasons were set forth in the Motion and on the record at the Bid Procedures Hearing and are incorporated by reference herein and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

F. The Debtors have demonstrated a compelling and sound business justification for the relief granted herein.

G. The bid procedures (the "Bid Procedures"), in the form attached hereto as **Exhibit A**, are fair, reasonable and appropriate and are designed to maximize the value of the Debtors' estates.

H. The Asset Purchase Agreement dated as of November 6, 2015 (the “Stalking Horse Purchase Agreement”) was negotiated, proposed and entered into by the Debtors and Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund, L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector a Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company (collectively, the “Stalking Horse Bidder”) without collusion, in good faith and from arms’ length bargaining positions.

I. The Debtors and the Stalking Horse Bidder each negotiated the Bid Procedures and the Stalking Horse Purchase Agreement in good faith and at arm’s length. The process for the Stalking Horse Bidder’s selection was fair and appropriate under the circumstances and is in the best interests of the Debtors’ estates.

J. The Auction, if held, is necessary to determine whether any person other than the Stalking Horse Bidder is willing to enter into a definitive agreement on terms and conditions more favorable to the Debtors than the Stalking Horse Purchase Agreement.

K. The service of the notice of the Bid Procedures and the respective dates, times and places for an auction, if required under the Bid Procedures (the “Transaction Notice”), substantially in the form attached hereto as **Exhibit B**, advising parties of, among other things, (a) the deadline to file objections to the Transaction (or any Alternative Transaction), and (b) the date of the hearing to consider approval of the Transaction (or any Alternative Transaction) (the “Sale Hearing”) are adequate and reasonably calculated to provide due, proper, and timely notice

to all interested parties of (i) the Bid Procedures, (ii) the auction of, and/or transaction involving, the Debtors' assets (the "Auction"), (iii) the deadline to object to the sale and related transactions, (iv) the Sale Hearing in accordance with Bankruptcy Rule 2002 and the applicable provisions of the Bankruptcy Code, and (v) entry of this Order. Except as otherwise set forth herein, no other or further notice is necessary.

L. The service of the notice of the potential assumption and assignment of executory contracts and unexpired leases and rights thereunder (the "Assumption Notice"), substantially in the form attached hereto as Exhibit C, is adequate and reasonably calculated to provide due, proper and timely notice to all counterparties of the potential assumption and assignment of their executory contracts and unexpired leases and rights thereunder and the maximum amount that the Debtors may pay to cure all defaults, if any, and to pay all losses and damages that have resulted from defaults, under executory contracts and unexpired leases that the Debtors proposes to assume and assign (collectively, the "Cure Amounts"). Except as otherwise set forth herein, no other or further notice is necessary.

M. The Expense Reimbursement, as approved by this Order, is fair and reasonable and provides a benefit to the Debtors' estates and creditors.

N. The Debtors have demonstrated a compelling and sound business justification for authorizing the payment of the Expense Reimbursement to the Stalking Horse Bidder under the circumstances, including, without limitation, that:

- i. the Expense Reimbursement is the product of negotiations between the Debtors and the Stalking Horse Bidder conducted in good faith and at arm's length, and the Stalking Horse Purchase Agreement (including the Expense Reimbursement) is the culmination of a process undertaken by the Debtors and their professionals to ensure a transaction with a bidder who was prepared to pay the highest or otherwise best purchase price for the Assets (subject to

higher or otherwise better bids) in order to maximize the value of the Debtors' estates;

- ii. the Expense Reimbursement is an actual and necessary cost and expense of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code;
- iii. the Expense Reimbursement is fair, reasonable, and appropriate in light of, among other things, the size and nature of the proposed Sale under the Stalking Horse Purchase Agreement, the substantial efforts that have been and will be expended by the Stalking Horse Bidder, notwithstanding that the proposed Sale is subject to higher or better offers, and the substantial benefits the Stalking Horse Bidder has provided to the Debtors, their estates, their creditors, and all parties in interest, including, among other things, by increasing the likelihood that the best possible price for the Assets will be received;
- iv. the protection afforded to the Stalking Horse Bidder by way of the Expense Reimbursement was a material inducement for, and express condition of, the Stalking Horse Bidder's willingness to enter into the Stalking Horse Purchase Agreement, and was necessary to ensure that the Stalking Horse Bidder would continue to pursue the proposed acquisition on terms acceptable to the Debtors in their sound business judgment, subject to competitive bidding; and
- v. the offer of the Expense Reimbursement is intended to promote more competitive bidding by inducing the Stalking Horse Bidder's bid, which (a) will serve as a minimum or floor bid on which all other bidders can rely, (b) may prove to be the highest or otherwise best available offer for the Assets, and (c) increases the likelihood that the final purchase price will reflect the true value of the Assets.

O. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Bid Procedures are hereby approved in their entirety in the form attached hereto as **Exhibit A**, and the Debtors are hereby granted the power and authority to take all steps necessary or appropriate to carry out the provisions of this Order and the Bid Procedures. The Bid Procedures are incorporated herein by reference as if fully set forth herein. All actions of the Debtors as authorized herein may be taken by any officer of the Debtors, or any otherwise authorized representative or member of the Board of Directors (as defined in the Bid Procedures). Notwithstanding the foregoing, the consummation of the Transaction or any Alternative Transaction(s) shall remain subject to the entry of an Order approving the sale of the applicable Debtors' assets and related transactions as contemplated in the Motion.

2. The process for submitting Qualified Bids (as defined in the Bid Procedures) is fair, reasonable and appropriate and is designed to maximize recoveries for the benefit of the Debtors' estates, their creditors and other parties in interest. The Debtors may proceed with the Transaction or any Alternative Transaction, as applicable, in accordance with the Bid Procedures. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bid Procedures. Any disputes as to the selection of a Qualified Bid, Initial Highest Bid (or Initial Highest Bids) and/or Successful Bid (all as defined in the Bid Procedures) shall be resolved by this Court.

3. As described in the Bid Procedures, if the Debtors do not receive any Qualified Bids other than from the Stalking Horse Bidder, the Debtors will not hold the Auction, the Stalking Horse Bidder will be named the Successful Bidder, and the Debtors will seek approval of the Stalking Horse Asset Purchase Agreement at the Sale Hearing. If one or more Qualified

Bids is timely received from a Qualified Bidder (other than the Stalking Horse Bidder) in accordance with the Bid Procedures, then the Debtors shall conduct the Auction as set for herein.

4. Pursuant to sections 105, 363, 364, 503, and 507 of the Bankruptcy Code, the Debtors are hereby authorized, empowered, and directed to pay the Expense Reimbursement to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Purchase Agreement without further order of this Court. The dollar amount of the Expense Reimbursement is hereby approved. The Expense Reimbursement shall be allowed as administrative expense claims in each of the Debtors' cases as super-priority administrative expense priority obligations of each Debtor under section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of any kind, including those specified in sections 503(b) or 507(b) of the Bankruptcy Code. In the event that an Alternative Transaction is consummated, the Debtors shall pay the Expense Reimbursement to the Stalking Horse Bidder contemporaneously with the consummation of the Alternative Transaction or within three (3) business day thereafter.

5. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fee, "topping," termination, or other similar fee or payment.

6. The Transaction Notice, in the form attached hereto as **Exhibit B**, is hereby approved. Within three (3) business days after the Court enters this Order, the Debtors shall serve the Transaction Notice by (a) first class United States mail, postage prepaid on (i) the parties identified on the Master Service List maintained in these Cases (who do not receive electronic notice) at the addresses set forth therein, (ii) the parties identified on the Creditor Matrix filed in these Cases at the addresses set forth therein, (iii) the parties that have filed proofs of claim in these Cases at the addresses set forth in the respective proofs of claim, (iv) the

counterparties to executory contracts and unexpired leases to be assumed and assigned pursuant to the Transactions, (v) known holders of liens and security interests in the Debtors' assets, (vi) all known environmental and regulatory agencies having jurisdiction over any of the Debtors' assets, including the Environmental Protection Agency, (vii) all known taxing authorities having jurisdiction over any of the Debtors' assets, including the Internal Revenue Service, (viii) all parties who have filed a written request for notice in any of the Cases pursuant to Bankruptcy Rule 2002, and (ix) all other known parties who have expressed an interest in acquiring the Debtors' assets; and (b) the Court's electronic filing system on those parties receiving electronic notice by such system.

7. Within three (3) business days after the Court enters this Order, the Debtors shall place a conspicuous copy of the Transaction Notice on Debtors' claim agent's main website at www.bmcgroup.com/RAAMGlobal. Service of such Transaction Notice as approved and set forth herein shall be deemed proper, due, timely, good, and sufficient notice of, among other things, the entry of this Order, the Bid Procedures, the Auction (if required under the Bid Procedures), the Sale Hearing, and the proposed Transaction or any Alternative Transaction, including the transferring of the right, title and interest in, to and under the applicable assets of the Debtors free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (if applicable), and the procedure for objecting thereto, and no other or further notice is necessary.

8. The form of Assumption Notice attached hereto as **Exhibit C** is approved. In combination with the Transaction Notice, the Assumption Notice (a) contains the type of information required under Bankruptcy Rule 2002 that is currently known to the Debtors, and (b)

is reasonably calculated to provide due, adequate and timely notice to all interested parties of (i) the potential assumption and assignment of executory contracts and unexpired leases and rights thereunder, (ii) the maximum amount and manner offered to satisfy the Cure Amounts, (iii) the deadline to file objections to such assumption and assignment, applicable Cure Amounts, and the existence of any defaults and/or adequate assurance of future performance.

9. Within three (3) business days after the Court enters this Order, the Debtors shall serve the Assumption Notice by (a) first class United States mail, postage prepaid on (i) the parties identified on the Master Service List maintained in these Cases (who do not receive electronic notice) at the addresses set forth therein, and (ii) all counterparties to executory contracts and unexpired leases that may be assumed by the Debtors pursuant to Bankruptcy Code § 365 and that the Stalking Horse Bidder desires (or may desire) to be assigned by the Debtors (the “Desired 365 Contracts”); and (b) the Court’s electronic filing system on those parties receiving electronic notice by such system. Service of such Assumption Notice as approved and set forth herein shall be deemed proper, due, timely, good, and sufficient notice of, among other things, the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, the Cure Amounts, and the procedures for objecting thereto, and no other or further notice is necessary.

10. The Sale Hearing shall be held on _____, 2015 at _____ prevailing Central Time in the courtroom of this Court.

11. Objections, if any, to the Transaction (or any Alternative Transaction) and/or the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, including but not limited to objections relating to any Cure Amounts, the existence of any defaults, and/or adequate assurances of future performance, must (a) be in writing, (b) state with

specificity the nature of such objection, (c) if concerning a Cure Amount, set forth a specific default in the Desired 365 Contract and claim a specific monetary amount that differs from the Cure Amount (if any) specified by the Debtors in the Assumption Notice (with appropriate documentation in support thereof), (d) comply with the Federal Rules of Bankruptcy Procedure, and (e) be filed with this Court, on or before 4:00 p.m., prevailing Central time, on January 11, 2016 (the “Objection Deadline”).

12. The Debtors are authorized to amend the Assumption Notice by amending Cure Amounts by sending a new or amended Assumption Notice at any time at least five (5) calendar days prior to the Closing; provided, however, that counterparties to any Desired 365 Contracts whose Cure Amounts are amended shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object to such Cure Amount amendment. The Debtors are authorized to amend the Assumption Notice by adding or deleting Desired 365 Contracts at any time prior to the Closing; provided, however, that counterparties to any such added 365 Contracts shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object to the assumption and assignment of their respective Desired 365 Contract and rights thereunder and the applicable Cure Amount.

13. Any Person (as defined in the Stalking Horse Purchase Agreement) failing to timely file an objection to the Transaction (or any Alternative Transaction) shall be forever barred from objecting to the Transaction (or any Alternative Transaction), including the transferring of the Debtors’ right, title and interest in, to and under the Debtors’ assets in accordance with the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims

and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or other definitive agreement for any Alternative Transaction, if applicable, and will be deemed to consent to the Transaction or any Alternative Transaction (as applicable), including the transferring of the Debtors' right, title and interest in, to and under the Debtors' assets in accordance with the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or such other definitive agreement for any Alternative Transaction, if applicable, and provided by such Transaction or Alternative Transaction.

14. Any Person failing to timely file an objection to any Cure Amounts set forth in the Assumption Notice or the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts shall be forever barred from objecting to the Cure Amounts and from asserting a claim for any cure or other amounts (or asserting that any defaults exist under the Desired 365 Contract as of the date of assumption) against any of the Debtors, their estates, the Stalking Horse Bidder or any of their respective affiliates (or such other Person that agrees to purchase any of the Debtors' assets under any Alternative Transaction that is approved by the Bankruptcy Court) with respect to its Desired 365 Contract arising prior to assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contract and will be deemed to consent to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts as provided by such Transaction or Alternative Transaction.

15. Where a counterparty to a Desired 365 Contract files a timely objection asserting a higher cure amount than the maximum Cure Amount set forth in the Assumption Notice and

the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or reserved with respect to such objection will be determined at the Sale Hearing or such other date and time as may be fixed by this Court. All other objections to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts will be heard at the Sale Hearing.

16. If any Person asserts that any property or right (including a Desired 365 Contract) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), in accordance with the Transaction or Alternative Transaction, (as applicable) and Bankruptcy Code §§ 363 and/or 365 on account of one or more alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights, then such Person shall file with the Court and serve a notice with all supporting documentation (a "Rights Notice") so that the Rights Notice on or before the Objection Deadline. Each Rights Notice must identify the properties or rights that are subject to such alleged right, identify the type of right(s) claimed by such party, identify the agreement, document, or statute giving rise to such right, and identify the portion of the agreement, document, or statute giving rise to such right. The assertion of a Rights Notice shall not require an exercise of the underlying right asserted and any such right asserted shall be subject to the terms and conditions of the Stalking Horse Purchase Agreement or definitive agreement for any Alternative Transaction, as the case may be (including, without limitation, any allocation contained therein).

17. Any Person failing to timely file and serve a Rights Notice shall be (a) forever barred from objecting to the transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under the properties to be sold, assumed and/or assigned pursuant to the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), including, without limitation, the rights to act as operator under the operating agreements assumed and assigned as part of the Transaction or any Alternative Transaction, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), and from asserting any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights with respect to the Debtors' transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under such properties, as set forth in the Stalking Horse Purchase Agreement or such other definitive agreement for any Alternative Transaction (if applicable), and (b) deemed to consent to and approve of the transfer, sale, assumption, and/or assignment of such right, title and interest in, to and under such properties, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Stalking Horse Purchase Agreement or a definitive agreement for any Alternative Transaction, as applicable (regardless of whether such consent must be in writing).

18. If any Person timely files and serves a Rights Notice in accordance with this Order, the Debtors shall have the opportunity to object to any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights asserted such Person by filing an objection to such Rights Notice at any time prior to the Sale Hearing. Upon the filing of such objection to the Rights

Notice, any rights asserted shall be deemed to be disputed and the Debtors shall be entitled to assert a bona fide dispute exists as to such rights asserted. Nothing herein shall be deemed to be a waiver of any rights of the Debtors to contest any rights asserted by any Person in Rights Notices; all such rights of the Debtors are expressly preserved.

19. Any Person desiring to submit a bid for the Debtors' right, title and interest in, to and under any of the Debtors' assets must comply with the Bid Procedures and shall not be permitted to participate at the Auction unless such Person is an Auction Participant (as defined in the Bid Procedures).

20. The Debtors, Highbridge Principal Strategies, LLC, on behalf of the lender parties under the First Lien Credit Agreement, the Official Committee of Unsecured Creditors (the "Committee"), and Ace Insurance Company and its affiliates (collectively, "Ace") entered into the *Stipulation* attached hereto as **Exhibit D** (the "Stipulation") to resolve potential objections of the Committee and Ace to, among other pleadings, the Motion. The settlement set forth in the Stipulation is fair and equitable and is a proper exercise of the Debtors' business judgment. The Stipulation and the terms thereof are approved and authorized in all respects and are hereby binding on the parties thereto. The Stipulation is incorporated herein by reference and made a part hereof as if fully set forth herein. The parties to the Stipulation are hereby authorized and directed to take such actions as may be necessary and appropriate to perform their applicable obligations under the Stipulation.

21. The State of Louisiana, through the Office of Mineral Resources, Department of Natural Resources, filed an objection to the Motion (the "Louisiana Objection"). Nothing in this order shall be deemed to be an adjudication of any of the matters raised in the Louisiana

Objection. The rights of all parties regarding the objections set forth in the Louisiana Objection are reserved in all respects for adjudication at the Sale Hearing.

22. Notwithstanding any other provisions of this Order, nothing in this Order or the attached exhibits is intended to limit or affect in any way the rights of the Department of the Interior (“Interior”) with respect to (1) the requirement that Debtors obtain Interior’s consent prior to the sale of their interests in any active and inactive federal oil and gas leases or pipeline rights-of-way on the Outer Continental Shelf as required by the Outer Continental Shelf Lands Act (“OCSLA”), 43 U.S.C. §§ 1331-56, or (2) Debtors’ decommissioning obligations including, without limitation, Debtors’ plugging and abandoning obligations and bonding obligations (collectively, the “Decommissioning Obligations”) associated with Debtors’ interest in all of their active and inactive federal oil and gas leases or pipeline rights-of-way on the Outer Continental Shelf. Nothing in this Order is intended to pre-determine, limit, or affect in any way Debtors’ Decommissioning Obligations or other obligations under the OCSLA or regulations thereunder.

23. Notwithstanding Bankruptcy Rules 6004, 6006 or otherwise, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. To the extent applicable, the stays described in Bankruptcy Rules 6004(h) and 6006(d) are hereby waived.

24. The terms of this Order shall control to the extent of any conflict with the Motion.

25. This Order shall become effective immediately upon its entry.

26. The Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

SIGNED this ____ day of _____, 2015

UNITED STATES BANKRUPTCY JUDGE
MARVIN ISGUR

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