# SIXTH AMENDMENT TO COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT and HFA PARTICIPATION AGREEMENT

This Sixth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "<u>Sixth Amendment</u>") is entered into as of the date set forth on <u>Schedule A</u> attached hereto as the Sixth Amendment Date (the "<u>Amendment Date</u>"), by and among the United States Department of the Treasury ("<u>Treasury</u>"), the undersigned party designated as HFA whose description is set forth in <u>Schedule A</u> attached hereto (for convenience, a "<u>state housing finance agency</u>" or "<u>HFA</u>") and the undersigned institution designated by HFA to participate in the program described below ("<u>Eligible Entity</u>").

#### Recitals

WHEREAS, Treasury, HFA and Eligible Entity entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Original HPA") dated as of the Closing Date, as previously amended by that certain First Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "First Amendment"), as further amended by that certain Second Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Second Amendment"), as further amended by that certain Third Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Third\_Amendment"), as further amended by that certain Fourth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Fourth Amendment"), and as further amended by that certain Fifth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Fifth Amendment"; and together with the Original HPA as amended thereby and by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, the "Current HPA"), dated as of their respective dates as set forth on Schedule A attached hereto, in connection with Treasury's federal housing program entitled the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (the "HHF Program"), which was established pursuant to the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as amended, as the same may be amended from time to time ("EESA");

WHEREAS, HFA and Eligible Entity submitted a request to Treasury to make certain revisions to their Service Schedules and Permitted Expenses, as applicable, and Treasury has agreed to the same;

WHEREAS, HFA, Eligible Entity and Treasury wish to enter into this Sixth Amendment to document all approved modifications to the Service Schedules and Permitted Expenses, as applicable;

Accordingly, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Treasury, HFA and Eligible Entity agree as follows.

#### Agreement

#### 1. <u>Amendments</u>

A. <u>Definitions</u>. All references in the Current HPA to the "<u>Agreement</u>" shall mean the Current HPA, as further amended by this Sixth Amendment; and all references in the Current HPA to Schedules A, B or C shall mean the Schedules A, B or C attached to this Sixth Amendment. All references herein to the "<u>HPA</u>" shall mean the Current HPA, as further amended by this Sixth Amendment.

B. <u>Schedule A</u>. Schedule A attached to the Current HPA is hereby deleted in its entirety and replaced with <u>Schedule A</u> attached to this Sixth Amendment.

C. <u>Schedule B</u>. Schedule B attached to the Current HPA is hereby deleted in its entirety and replaced with <u>Schedule B</u> attached to this Sixth Amendment.

D. <u>Schedule C</u>. Schedule C attached to the Current HPA is hereby deleted in its entirety and replaced with <u>Schedule C</u> attached to this Sixth Amendment.

#### 2. <u>Representations, Warranties and Covenants</u>

A. <u>HFA and Eligible Entity</u>. HFA and Eligible Entity, each for itself, make the following representations, warranties and covenants to Treasury and the truth and accuracy of such representations and warranties and compliance with and performance of such covenants are continuing obligations of HFA and Eligible Entity, each as to itself. In the event that any of the representations or warranties made herein cease to be true and correct or HFA or Eligible Entity breaches any of its covenants made herein, HFA or Eligible Entity, as the case may be, agrees to notify Treasury immediately and the same shall constitute an Event of Default under the HPA.

(1) HFA and Eligible Entity each hereby certifies, represents and warrants as of the date hereof that each of the representations and warranties of HFA or Eligible Entity, as applicable, contained in the HPA are true, correct, accurate and complete in all material respects as of the date hereof. All covenants of HFA or Eligible Entity, as applicable, contained in the HPA shall remain in full force and effect and neither HFA, nor Eligible Entity is in breach of any such covenant.

(2) Eligible Entity has the full corporate power and authority to enter into, execute, and deliver this Sixth Amendment and any other closing documentation delivered to Treasury in connection with this Sixth Amendment, and to perform its obligations hereunder and thereunder.

(3) HFA has the full legal power and authority to enter into, execute, and deliver this Sixth Amendment and any other closing documentation delivered to Treasury in connection with this Sixth Amendment, and to perform its obligations hereunder and thereunder.

#### 3. <u>Miscellaneous</u>

A. The recitals set forth at the beginning of this Sixth Amendment are true and accurate and are incorporated herein by this reference.

B. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the HPA.

C. Any provision of the HPA that is determined to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the HPA, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

D. This Sixth Amendment may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic copies of this Sixth Amendment shall be treated as originals for all purposes.

#### [SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**In Witness Whereof**, HFA, Eligible Entity and Treasury by their duly authorized officials hereby execute and deliver this Sixth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement as of the Amendment Date.

#### HFA:

#### **TREASURY**:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY UNITED STATES DEPARTMENT OF THE TREASURY

By: <u>/s/ Mary R. Kenney</u> Name: Mary R. Kenney Title: Director By:

Name: Timothy G. Massad Title: Assistant Secretary for Financial Stability

#### **ELIGIBLE ENTITY:**

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: <u>/s/ Mary R. Kenney</u> Name: Mary R. Kenney Title: Director In Witness Whereof, HFA, Eligible Entity and Treasury by their duly authorized officials hereby execute and deliver this Sixth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement as of the Amendment Date.

HFA:

TREASURY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

UNITED STATES DEPARTMENT OF THE TREASURY

By:

By:

Name: Title:

Name: Timothy G. Massad Title: Assistant Secretary for **Financial Stability** 

#### **ELIGIBLE ENTITY:**

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By:

Name: Title:

[Signature Page to Sixth Amendment to HPA --- Illinois]

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# EXHIBITS AND SCHEDULES

Schedule A Basic Information

Schedule B Service Schedules

Schedule C Permitted Expenses

#### SCHEDULE A

#### **BASIC INFORMATION**

Eligible Entity Information: Name of the Eligible Entity:

Illinois Housing Development Authority<sup>1</sup>

a body politic and corporate under the laws of the State of Illinois, pursuant to the Illinois Housing Development Act, 20 ILCS

Corporate or other organizational form:

Jurisdiction of organization:

Illinois

3805/1 et seq., as amended.

Notice Information:

HFA Information: Name of HFA:	Illinois Housing Development Authority <sup>1</sup>
Organizational form:	a body politic and corporate under the laws of the State of Illinois, pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq., as amended.
Date of Application:	September 1, 2010
Date of Action Plan:	September 1, 2010

<sup>1</sup> References in the Agreement to the term "HFA" shall mean the Illinois Housing Development Authority ("IHDA") in its capacity as an HFA as such term is used in the Agreement; references in the Agreement to the term "Eligible Entity" shall mean IHDA, in its capacity as Eligible Entity as such term is used in the Agreement.

Notwithstanding anything to the contrary in the Agreement, (A) for purposes of Section 4(G) thereof, (i) annual audited financial statements shall be due no later than one hundred eighty (180) days after the end of IHDA's fiscal year, and (ii) quarterly financial statements shall be due no later than forty-five (45) days after the end of each quarter commencing with the first full quarter ending after the Effective Date; provided that for any quarter IHDA does not prepare unaudited financial statements for its internal use, or to be sent to a third party, such quarterly unaudited financial statement shall not be required and instead IHDA shall provide to Treasury, no later than forty-five (45) days after the end of each quarter commencing with the first full quarter ending after the Effective Date, summary expenses by category [e.g., in-take partners, IHDA specific expenses (e.g. salaries)], and last business day of the quarter's Depository Account bank statement, which information will allow Treasury to review and confirm the funds used for the Services and Permitted Expenses; (B) for purposes of Section 7 thereof, the powers and authority of IHDA shall be governed by and construed in accordance with the laws of the State of Illinois.

Notice Information:	Same as notice information for Eligible Entity
Program Participation Cap:	\$445,603,557.00
Portion of Program Participation Cap <u>Representing Original HHF Funds</u> :	N/A
Portion of Program Participation Cap <u>Representing Unemployment HHF Funds</u> :	\$166,352,726.00
Permitted Expenses:	\$64,207,357.00
Closing Date:	September 23, 2010
First Amendment Date:	September 29, 2010
Second Amendment Date:	December 16, 2010
Third Amendment Date:	May 11, 2011
Fourth Amendment Date:	August 3, 2011
Fifth Amendment Date:	January 25, 2012
Sixth Amendment Date:	August 24, 2012
Eligible Entity Depository Account Information:	See account information set forth in the Depository Account Control Agreement between Treasury and Eligible Entity regarding the HHF Program.

# SCHEDULE B

# SERVICE SCHEDULES

The Service Schedules attached as Schedule B to the Current HPA are hereby deleted in their entirety and replaced with the attached Service Schedules (numbered sequentially as Service Schedule B-1, Service Schedule B-2, et. seq.), which collectively comprise <u>Schedule B</u> to the HPA.

# **SERVICE SCHEDULE B-1**

# Illinois Housing Development Authority

# Hardest Hit Fund Homeowner Emergency Loan Program (HHF HELP)

# **Summary Guidelines**

1. Program Overview	Illinois' Homeowner Emergency Loan Program (HELP) will
)	assist homeowners who have experienced an income reduction
	due to unemployment or underemployment in two ways:
	Monthly Mortgage Payment Assistance and Reinstatement
	Assistance. Monthly Mortgage Payment Assistance will be
	provided for up to 18 months. Reinstatement Assistance will
	pay a homeowner's delinquent balance and other associated fees
	and costs. Borrowers may be eligible for Reinstatement
	Assistance combined with Monthly Mortgage Payment
	Assistance or Reinstatement Assistance only as determined
	based on first mortgage DTI program parameters.
	For Monthly Mortgage Payment Assistance, IHDA will make
	full mortgage payments to the servicer on behalf of the borrower
	while the household remains eligible for assistance. While full
	mortgage payments are made on their behalf, the borrower must
	contribute partial mortgage payments to IHDA on a monthly
	basis, the amount of which is to be determined by program
	guidelines. Timely partial payments to IHDA are required for
	continued program assistance.
	After a maximum of 18 months of full mortgage payments,
	borrowers will resume making their mortgage payments
	independently. If borrowers regain employment and earn
	sufficient income to adequately afford their mortgage during the
	18 months, borrowers will be transitioned from the program. If
	the household maximum assistance level available is reached,
	IHDA will end assistance.
	Borrowers will be referred to the program through the HHF
	HELP website and/or hotline, a housing counselor, or other
	entities. All client intakes of borrowers will be performed by
	IHDA approved intake agencies or IHDA staff. Intake agencies
	will screen applications and provide a full application package
	to IHDA for final approval.
2. Program Goal	The goal of the Program is to assist homeowners who have
	experienced an income reduction due to unemployment or
	underemployment with Monthly Mortgage Payment Assistance
	and Reinstatement Assistance that will allow them to pursue
	sustainable income and homeownership without the immediate
	threat of default or foreclosure.

3.	Target Population / Areas	The Program aims to serve all areas of the State and all employment sectors as the foreclosure crisis and unemployment crisis in Illinois is diverse. Funds will only be available to households at or below the moderate income level for the State (120% of area median, as defined by HUD). The maximum levels of assistance will be higher in the hardest hit Illinois counties. A "hardest hit county" exceeds the state average in any of the following areas: foreclosure rate, 90-day default rate, unemployment rate, or home price reduction. The maximum assistance level per household in a "hardest hit county" is \$25,000.
4.	Program Allocation (Excluding Administrative Expenses)	\$281,396,200
5.	Borrower Eligibility Criteria	<ul> <li>Homeowners must meet the following Program criteria:</li> <li>Present income at or below 120% of area median;</li> <li>Experienced a substantial reduction in income due to unemployment or underemployment event;</li> <li>Certification that the loss of income was involuntary (hardship affidavit required);</li> <li>Fee simple title ownership on a property not exceeding four units;</li> <li>Liquid assets can not exceed program guidelines; and</li> <li>Reinstatement assistance and monthly mortgage payment assistance will be made available to eligible borrowers based on first mortgage DTI program parameters.</li> </ul>
6.	Property / Loan Eligibility Criteria	<ul> <li>Property criteria includes:</li> <li>Properties must be owner-occupied;</li> <li>Properties can be one, two, three, and four units;</li> <li>Properties must be the primary residence of the borrowers;</li> <li>Property types can include single-family homes, detached or attached houses, town homes, condos, mobile homes on permanent foundations recorded as real property;</li> <li>Loan criteria includes: <ul> <li>Loan must be secured by a first position lien;</li> <li>Homeowners can have a maximum present mortgage amount of \$500,000;</li> <li>Homeowners must carry a fixed rate mortgage or an adjustable rate mortgage;</li> </ul> </li> </ul>

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7.	Program Exclusions	<ul> <li>Homeowners with interest-only or negative amortization mortgages;</li> </ul>
		<ul> <li>Assistance for subordinate mortgages;</li> </ul>
		• Homeowners that own and/or are a party to mortgages
		on multiple residential properties;
		<ul> <li>Applicants unable to substantiate past and current</li> </ul>
İ		income or failing to provide required program
0	S4	documentation as requested;
8.	Structure of Assistance	Assistance will be in the form of a non-recourse, non-
		amortizing, zero-percent interest, ten-year forgivable loan. The
		forgivable loan will be recorded as a subordinate lien and will
{		only be repaid if net equity proceeds exist in the event of sale or
		refinance. Following the first five years, the forgivable loan will
		be forgiven on a monthly basis for the remaining five-year term.
[		Any forgivable loan repayments will be funneled back into the
l		program and used to provide additional assistance to eligible
		homeowners until the conclusion of the program on December
		31, 2017. After December 31, 2017, any remaining or returned
		funds will be returned to Treasury.
9.	Per Household	The maximum amount of assistance per homeowner is \$25,000
	Assistance	in Illinois' hardest hit counties as defined in Section 3 above.
<u> </u>		The maximum assistance level in all other counties is \$20,000.
10.	<b>Duration of Assistance</b>	Homeowners can receive assistance for a maximum of 18
		months. Upon expending the maximum amount per household,
		assistance will terminate. If borrowers regain employment and
		earn sufficient income to adequately afford their mortgage
		during the 18 months, borrowers will be transitioned from the
		program. Failure to make the partial monthly mortgage
		payment or any violation of program terms may terminate the
		homeowner's assistance.
11.	Estimated Number of	IHDA anticipates that 16,000 to 27,000 households will be
	Participating	assisted through the HHF HELP Program.
	Households	
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12.	Program Inception /	It is estimated that the Pilot/Readiness Test Program will begin
	Duration	approximately 120 -150 days after approval by Treasury.
		The Otetamide December 1 and will be an ended to 00
l		The Statewide Program launch will begin approximately 90 –
		120 days post-Pilot/Readiness Test Program launch.
1		Funds will likely be utilized within a 6-year period.
12	Program Interactions	Households served under the National Foreclosure Mitigation
13.	with Other HFA	Counseling (NFMC) Program may also be reviewed for HHF
		HELP eligibility.
	Programs	
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14. Program Interactions	Clients denied for a HAMP modification may be eligible for	
with HAMP	assistance through this program. Intake agencies evaluating	
	eligibility for clients may also review for possible HAMP	
	eligibility. Clients eligible for forbearance under the HAMP	
	Unemployment Program may be eligible for assistance through	
	HHF HELP. HHF HELP may precede, follow, or run	
	concurrently with the HAMP UP forbearance.	
15. Program Leverage with	The Program requires no financial contribution from servicers or	
Other Financial	lenders, but they will be encouraged to waive fees as the HHF	
Resources	HELP Program provides direct benefit to their loan portfolio.	
	IHDA will work to collaborate with servicers and lenders to	
	effectively manage payments and information of the borrowers.	
16. Qualify as an	☑ Yes □ No	
Unemployment		
Program		
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# SERVICE SCHEDULE B-2

# Illinois Housing Development Authority

# Mercy Housing, Inc.

# Mortgage Resolution Fund Program (MRF)

# **Summary Guidelines**

1. Program Overview	The Illinois Housing Development Authority (IHDA) will partner with MRF, LLC, a non-profit partnership formed by Mercy Portfolio Services; Mercy Housing, Inc.; Enterprise Community Partners, Inc.; the Housing Partnership Network; and the National Community Stabilization Trust, to use HHF funds to purchase delinquent loans in hardest-hit markets from lending institutions and capital markets trading desks at deeply discounted prices, modify such loans to an affordable level for the homeowner and then, assuming a successful trial modification period, rewrite the loan and if the market is amenable, sell the loan. Alternatively, MRF will provide households not eligible for modification with support through property disposition and transition to new housing and in certain limited circumstances the loan will have to be foreclosed.
	More specifically, the Mortgage Resolution Fund is designed to:
	1) identify, source and perform loan level due diligence in order to purchase delinquent residential first mortgage loans from servicers/owners at a price consistent with the underlying property value and the mortgage's net present value;
	2) upon purchase of the loan, offer qualifying homeowners an opportunity to enter a trial modification period where the loan will be restructured to achieve a front end debt ratio of not greater than 31 percent of the gross household income;
	3) work with the qualifying household during the trial period to reduce their debt to achieve a total debt ratio no greater than 50% of the gross household income to strengthen the loan asset;
	4) upon successful completion of the trial period, permanently modify the first mortgage by writing down the principal to an amount no less than 75 percent and no greater than 95 percent of the current appraised value, with a monthly payment no greater than 31 percent of gross monthly income and a 30-year

		term and amortization;
		5) attach a 0 percent, 10-year forgivable second mortgage equal to the difference between the current market value of the property and the permanently modified loan amount;
		6) offer an alternative disposition to households with loans unable to be permanently modified;
		7) secure title when owners, who are otherwise qualified to participate in the MRF program, walk away from the property or are uninterested in an alternative disposition;
		8) secure title when owners/loans are not qualified to participate in the MRF program, in which event MRF, LLC will reimburse IHDA for any HHF monies expended with respect to that loan;
		9) provide asset management of all homes owned until a final disposition is reached; and
		10) provide compliance and reporting functions from both a loan and fund level.
2.	Program Goal	The MRF Program aims to keep families in their homes or provide families with support for an orderly property disposition and transition to new housing, which will help to stabilize neighborhoods and housing markets.
3.	Target Population / Areas	The Program will be available in the six County Chicago-Metro areas, which includes Cook, DuPage, Kane, Kendall, Lake, and Will Counties, to low-to-moderate income households.
4.	Program Allocation (Excluding Administrative Expenses)	\$100,000,000 (All fees and costs, excluding IHDA HHF administrative expenses, are included within this allocation.)
5.	Borrower Eligibility Criteria	Borrower circumstances will determine whether they are placed into one of three options: trial modification leading to permanent modification, alternative disposition or foreclosure. Specific eligibility criteria for each of the foregoing options are set forth in the MRF Program Guidelines. All borrowers will be required to sign a financial hardship affidavit.
6.	Property / Loan Eligibility Criteria	The following waterfall process will be used to determine those loans eligible for purchase:
		Filter One: Geography
		<ul> <li>The census tracts within each eligible county will be analyzed and those that score between 12 and 19, as defined by HUD NSP2-CIS, will be eligible.</li> <li>The selected census tracks will be evaluated and those with a</li> </ul>

9.	Per Household Assistance	A portion of the assistance representing the difference between the current market value of the property and the permanently modified loan amount will be structured as a 0 percent, 10-year forgivable second mortgage loan to the borrower in which a second lien is recorded against the property. Borrower payments made through the trial and permanent modification periods as well as any funds generated through the sale of the permanently modified loans, or sale or rental of properties, will be used to pay program costs, program fees and repay HHF. HHF monies returned to IHDA will undergo a close out review and, subject to IHDA's approval, will be re- distributed to MRF, LLC for the purchase of additional delinquent loans. After December 31, 2017 all repayments and profits, if any, will be returned to Treasury. The maximum refinance amount will be equal to or less than \$500,000. The median refinance amount is expected to be approximately \$130,000.
		the current market value of the property and the permanently modified loan amount will be structured as a 0 percent, 10-year forgivable second mortgage loan to the borrower in which a second lien is recorded against the property. Borrower payments made through the trial and permanent modification periods as well as any funds generated through the sale of the permanently modified loans, or sale or rental of properties, will be used to pay program costs, program fees and repay HHF. HHF monies returned to IHDA will undergo a close out review and, subject to IHDA's approval, will be re- distributed to MRF, LLC for the purchase of additional delinquent loans. After December 31, 2017 all repayments and profits, if any, will be returned to Treasury.
7.	Program Exclusions Structure of Assistance	Any loans to homeowners that do not meet above criteria.
		<ul> <li>USPS vacancy rate of 10 percent or less will be eligible.</li> <li>The selected census tracks will be evaluated to determine market viability by analyzing sales data to determine (1) if the market has stabilized; (2) velocity and absorption rates; and, (3) purchase price ranges for the area.</li> <li>Filter Two: Loan Terms and Status</li> <li>Owner-occupied, single family loans</li> <li>Secured with an FHA/VA/USDA/Conventional/Sub-prime product (<i>no exclusions will be made because of interest rate, amortization period, credit, documentation, mortgage insurance, origination date, LTV</i>)</li> <li>First lien position</li> <li>Payment delinquency of 30 days or greater but prior to judgment</li> <li>Property value equal to or less than \$500,000</li> <li>Principal balance at or below what a borrower earning 120 percent of Area Median Income can afford (assuming 30 year term, 5 percent rate)</li> </ul>

[		the program in 2017 with exceptions permitted upon approval
		by MRF, LLC.
11.	Estimated Number of Participating Households	Current models indicate that as many as 600 loans (60 percent of total loans purchased) will be permanently modified. Another 350 loans (35 percent of total loans purchased) will result in an alternative disposition (short sale or deed-in-lieu) and 50 loans (five percent of total loans purchased) will end in foreclosure. The total number of loans purchased is estimated at 1,000. However, if market conditions allow for the sale of the loans and the recycling of the HHF investment, approximately 2,000 loans will be purchased and as many as 1,200 loans (60 percent) will be permanently modified.
	Program Inception / Duration	It is expected that the program will begin approximately 120 days from the date of Treasury approval and the first loans will be purchased within approximately 60 days thereafter. The Program will terminate in 2017.
13.	Program Interactions with Other HFA Programs	It is expected that certain MRF TMP ineligible loans (those with inadequate income to support the required minimum mortgage loan amount) will be eligible for IHDA's standard HHF program and will be referred to IHDA to submit an application and have eligibility determined.
	Program Interactions with HAMP	It is expected that some of the delinquent mortgages purchased under this Program may have been unsuccessful under HAMP. No currently performing loans under the HAMP program will be eligible.
15.	Program Leverage with Other Financial Resources	Loans will be purchased at a discount.
16.	Qualify as an Unemployment Program	□ Yes Ø No

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# SCHEDULE C

# PERMITTED EXPENSES

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	Illinois
One-time / Start-Up Expenses:	
Initial Personnel	\$224,724.00
Building, Equipment, Technology	\$1,840,040.00
Professional Services	\$84,250.00
	\$75,000.00
Supplies / Miscellaneous Marketing /Communications	\$300,000.00
Travel	
	\$25,000.00 \$24,000.00
Website development /Translation	
Contingency	\$257,301.00
Subtotal	\$2,830,315.00
Operating / Administrative	
<i>Expenses:</i> Salaries	\$20,363,400.00
Professional Services (Legal,	φ20,000,400.00
Compliance, Audit, Monitoring)	\$643,000.00
Travel	\$247,068.00
Buildings, Leases & Equipment	\$7,940,712.00
Information Technology &	φ <i>1</i> ,940,712.00
Communications	\$2,203,440.00
Office Supplies/Postage and	\$2,203,440.00
Delivery/Subscriptions	\$161,400.00
Risk Management/ Insurance	\$0.00
Training	\$179,200.00
Marketing/PR	\$700,000.00
Miscellaneous	\$3,243,822.00
Subtotal	\$35,682,042.00
Jubiolai	\$55,002,042.00
Transaction Related Expenses:	
Recording Fees	\$8,100,000.00
Wire Transfer Fees	\$45,000.00
Counseling Expenses	
File Intake	\$0.00
Decision Costs	\$0.00
Successful File	\$17,550,000.00
Key Business Partners On-Going	\$0.00
Subtotal	\$25,695,000.00
Grand Total	\$64,207,357.00
% of Total Award	14.41%
Award Amount	\$445,603,557.00
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