

**OFFICE OF THE ATTORNEY GENERAL, STATE OF ILLINOIS
FORECLOSURE SETTLEMENT FUNDS GRANT AGREEMENT
FY 2013 – FY 2015**

This agreement, made this 3rd day of August, 2012, by and between the Attorney General of the State of Illinois, and Land of Lincoln Legal Assistance Foundation, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Attorney General, in conjunction with other federal and State agencies, entered into a settlement with the nation's five largest bank mortgage servicers regarding allegations of fraudulent practices while servicing loans of struggling homeowners; and

WHEREAS, as a result of that settlement, the Office of the Attorney General will receive funds with which to assist homeowners harmed by fraudulent foreclosure and loan servicing practices; and

WHEREAS, the Attorney General has allocated \$20 million of these settlement funds to address the current foreclosure crisis and to ensure access to the justice system for homeowners and renters by granting funds to legal assistance programs which provide some or all of the following legal services to homeowners or renters in Illinois relating to foreclosure prevention, defense or related assistance:

- a) Legal representation of homeowners in foreclosure proceedings;
- b) Legal representation of residential renters in eviction cases caused by foreclosure;
- c) Web-based legal information and resources on foreclosure issues for homeowners and renters impacted by mortgage foreclosure;
- d) Legal advice and assistance to homeowners and/or renters impacted by foreclosure through services such as telephone helplines or helpdesks; and
- e) Pro bono programs based outside of Cook County to provide legal services to homeowners and renters outside of Cook County through a panel of volunteer attorneys.

WHEREAS, Grantee has submitted to the Attorney General a grant proposal dated May 4, 2012, including proposals for the expansion and performance of various legal and advisory services for distressed and at-risk homeowners in Illinois;

NOW, THEREFORE, for the purpose of providing the aforesaid services and in consideration of Grantee's representations contained in its grant proposal, and of the benefits to

accrue to the People of the State of Illinois, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of three years, commencing September 1, 2012 and ending August 30, 2015, unless sooner terminated as herein provided.
2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:
 - (a) The Office of the Attorney General of Illinois will contract with the Illinois Equal Justice Foundation ("the Grant Monitor") to monitor the use of these grant funds.
 - (b) Grantee shall submit two reports annually. A Mid-term Report is due on or by January 31 of each year of the Agreement. A final report on activities is due on or by July 31 each year of the Agreement. A report form will be provided for both reports and shall ask for information on the project's activities and achievements, relevant case and client data, number of clients served, measurable outcomes achieved for the client and financial reporting for the period. Grantee may be required to include certain reporting modules in their case management software to make reporting more efficient. The final report shall include a detailed fiscal review setting forth the exact manner and amount of expenditures made with the funds received from the grant, including a copy of any audit prepared by a certified public accountant. Failure to submit reports on time and in the manner requested may jeopardize the release of the next funding installment. Reports will be monitored by the Grant Monitor.
 - (c) Grantees are expected to work in concert with each other to maximize the number of homeowners and renters impacted by foreclosure who receive access to necessary legal assistance. Examples of coordination include but are not limited to:
 - (i) Grantees are required to participate in the training program provided by these grant funds and administered by LAF. This training will include practices by which to monitor banks' adherence to the terms of the settlement. Additional online training will be provided via Illinois Legal Aid Online.
 - (ii) It is expected that Grantees will assist the Attorney General's Office in enforcing the terms of the settlement, including identifying patterns and practices by lenders.

(iii) Grantees are required to work collaboratively with other Grantees to:

(a) maximize efficiency and breadth of services for homeowners and renters; and

(b) avoid duplication of efforts of other Grantees.

(iv) No Grantee shall use these grant funds for the development of content without the written permission of the Grant Monitor or other agents of the Attorney General. The following organizations have received contracts for content work: (1) LAF has been chosen to develop training and public education materials regarding homeowners in foreclosure; (2) Lawyers' Committee for Better Housing has been selected to develop of training and public education content regarding renters impacted by foreclosure; and (3) Illinois Legal Aid Online has been selected to coordinate this content technologically.

(d) Grantee shall permit agents of the Attorney General to enter the premises of Grantee to observe the operation of Grantee's program. The Attorney General shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

(e) The following restrictions apply to this grant award:

(i) Funds allocated by the Office of the Illinois Attorney General may not be expended on a sectarian purpose;

(ii) Funds may not be used for the purpose of lobbying, or encouraging political activities, labor or anti-labor activities, boycotts, picketing, strikes or demonstrations; and

(iii) No more than 25% of grants awarded may be used for overhead costs.

3. **GRANT AWARD.** The Attorney General agrees to provide financial support from the Foreclosure Settlement Fund to Grantee in the amount of \$ 4.5 million dollars. Grantee agrees to use such funds solely for the provision of services as

specified in paragraph 4 of this Agreement and strictly in accordance with the program budget, marked as Addendum "A" and incorporated herein by reference, unless Grantee has modified the program or the services to be provided in accordance with paragraph 5 of this Grant Agreement.

Subject to satisfactory performance of the conditions of this Agreement and acceptance of the reports required by Section 2(b) of this Agreement, the Attorney General will pay the following amounts according to the following schedule:

September 1, 2012	\$ 750,000
March 1, 2013	\$ 750,000
September 1, 2013	\$750,000
March 1, 2014	\$ 750,000
September 1, 2014	\$ 750,000
March 1, 2015	\$ 750,000

4. DESCRIPTION OF GRANT PROGRAM. As required by subsection 4(b) of the Illinois Grant Funds Recovery Act (30 ILCS 705/4), and as explained in more detail in Land of Lincoln Legal Assistance Foundation's proposal of May 4, 2012, the grant funds will be used to implement a comprehensive Legal Help for Homeowners Program to help distressed homeowners save their homes.

Land of Lincoln Legal Assistance Foundation will provide the following services:

- (a) Outreach to distressed homeowners and other agencies that serve them;
- (b) Centralized and specialized telephone hotline for homeowners in their 65 county service area;
- (c) A full range of legal services, from advice to extended representation, to help prevent homeowners and renters from losing their homes, to prevent personal deficiency judgments, and to otherwise help them make better transitions to housing;
- (d) Collaboration with the private bar to further expand legal services to distressed homeowners; and
- (e) Collaboration with court to implement sustainable, self-supporting mediation projects and procedures to improve the process for homeowners.

Land of Lincoln Legal Assistance Foundation will use the funds to support the following positions to implement the Legal Help for Homeowners Program: 10.1

attorneys (5.6 new), 2 new intake workers and 4.75 support staffers. Land of Lincoln Legal Assistance Foundation will use \$70,000 of these grant funds to support its Judicare attorneys handling cases related to foreclosure.

5. **MODIFICATION OF PROGRAM.** Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Attorney General. Furthermore, unless Grantee obtains the prior written consent of the Attorney General, Grantee shall not:
 - (a) Incur any expense or financial obligation from the grant award except as authorized by and provided for in paragraph 4 and the program budget; or
 - (b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category.
6. **PRINTED MATERIAL.** All printed materials paid for, in whole or in part, with funds provided pursuant to this Grant Agreement shall specify within such printed materials the following disclaimer: "Funding for this material provided through a grant from the Illinois Attorney General. The views and statements expressed herein do not necessarily reflect the views and opinions of the Attorney General."
7. **ASSIGNMENT.** Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Attorney General.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated and canceled for cause by the Attorney General, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Attorney General all unexpended or lapsed funds.
9. **EXPENDITURE OF GRANT FUNDS.** All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Attorney General within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), as now or hereafter amended; and all the terms, conditions, and provisions of the Illinois Grant Funds Recovery Act apply to this Grant Agreement and are made a part of this Grant

Agreement the same as though they were expressly incorporated and included herein.

10. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.
11. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is is not [circle one] a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 *et seq.*) and the Solicitation for Charity Act (225 ILCS 460/0.01 *et seq.*), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau.
12. DISCRIMINATION.
 - (a) Grantee hereby agrees to:
 - (i) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (ii) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and
 - (iii) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.
 - (b) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition of this Grant Agreement, Grantee certifies that services, programs, activities provided under this Grant Agreement are and will continue to be in compliance with the ADA.
13. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual

harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act. 775 ILCS 5/6-101.

14. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).
15. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity.
16. FELONY CONVICTION. Grantee certifies that it would not be barred from being awarded a contract or subcontract under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business.
17. SARBANES-OXLEY ACT. Grantee certifies that it would not be barred from being awarded a contract under Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Code, if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 *et seq.*) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five (5) years prior to the date of the bid or contract.
18. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it would not be barred from being awarded a contract under Section 50-10.5(e) of the Illinois Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:
 - (a) Assisted the State or the Attorney General in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

- (b) Assisted the State or the Attorney General by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.
19. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates would be barred from entering into a contract or subcontract under Section 50-11 of the Illinois Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt.
20. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it would not be barred from being awarded a contract or subcontract under Section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State.
21. EDUCATIONAL LOANS. To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 *et seq.*) applies hereto, Grantee certifies that it is not in default on an educational loan.
22. BID RIGGING AND BID ROTATING. Grantee certifies that it has not been barred from bidding on a State or local government contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).
23. DUES TO CLUBS WHICH DISCRIMINATE. Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.
24. INTERNATIONAL ANTI-BOYCOTT. Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export

Administration Act of 1979 (50 App. U.S.C. §2401 *et seq.*) or the regulations of the United States Department of Commerce promulgated under that Act.

25. DRUG FREE WORKPLACE CERTIFICATION. This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act by:
- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition; and
 - (iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction or a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Grantee's or contractor's policy of maintaining a drug free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the Attorney General within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

26. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it would not be barred from engaging in any procurement activities under Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30).

27. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

TIN Number (Employer Identification Number): 37-0958448

Grantee certifies that it is performing the services covered by this Agreement as a (please check appropriate legal status):

Tax-exempt not for profit corporation
 (Provide the name of corporation) Land of Lincoln Legal Assistance Foundation, Inc.

Governmental entity
 (Provide the name of governmental entity) _____

28. FALSE CERTIFICATION. Grantee acknowledges that responding falsely to any of the certifications required by Paragraphs 11 through 27, inclusive, of this Agreement shall constitute cause under Paragraph 8 hereof for the Attorney General to terminate this Agreement.

29. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ATTORNEY GENERAL:

Attorney General of the State of Illinois
Consumer Fraud Bureau
100 West Randolph Street, 13th Floor
Chicago, Illinois 60601

GRANTEE:

Land of Lincoln Legal Assistance Foundation
8787 State Street, Suite 201
East St. Louis, Illinois 62203

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is FSR - Legal Services Grant # 12-007.

30. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this Agreement, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement for a period of five (5) years after the completion of the Agreement. Grantee shall make available the Agreement and all books, records, and papers related to the Agreement for review and audit by the Auditor General of the State of Illinois or the Attorney General. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Attorney General for the recovery of any funds paid under the Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
31. STATUS. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto.
32. COMPTROLLER FILING NOTICE. The Grantee expressly understands that whenever applicable, a copy of this Agreement and any amendment(s), cancellation or renewals shall be filed by the Attorney General with the State Comptroller as required by the Illinois Procurement Code (30 ILCS 500/20-80) and the Attorney General's Procurement rules (44 Ill. Adm. Code §1300.08, last amended at 36 Ill. Reg. 11974, effective July 13, 2012).
33. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

34. APPLICABLE LAWS. This Grant Agreement and Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

Attest:

Attorney General Lisa Madigan

Lisa Madigan
Ann M. Spillane

By:

Ann M. Spillane, Chief of Staff

Date:

8/14/12

Grantee

By:

Lois Wood

Signature

Lois Wood, Executive Director
Type or print name and title

Date

8/6/2012

GRANTEE CERTIFICATION:

I, (insert name of person executing agreement of behalf of grantee), (insert title of person executing agreement on behalf of grantee), hereby certify under oath, in accordance with Section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4, as amended by Public Act 96-795, effective July 1, 2010), that all information in this Grant Agreement is true and correct to the best of the my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

Lois Wood
(Signature)

Subscribed and sworn before me on this 6th day of August, 2012

N. Adair
Notary Public



ADDENDUM A

Land of Lincoln Legal Assistance Foundation, Inc.
Legal Help for Homeowners Program
Proposed Expenditures
July 1, 2012 - June 30, 2015

	Year 1	Year 2	Year 3	Total
I. Personnel Costs				
Attorney Salaries	634,067	695,791	720,531	2,050,389
Intake Worker Salaries	56,900	58,700	60,500	176,100
Support Staff Salaries	128,165	132,440	138,063	398,668
Total Personnel Costs	819,132	886,931	919,094	2,625,157
II. Personnel Benefits				
Attorney Benefits	178,261	200,451	224,981	603,693
Intake Worker Benefits	20,150	21,842	23,684	65,676
Support Benefits	48,751	52,771	57,145	158,667
Total Personnel Benefits	247,162	275,064	305,810	828,036
III. Equipment				
Computer Workstations & Licenses	18,775	-	-	18,775
Telephone Equipment & Programming	25,000	-	-	25,000
Bankruptcy Software & Licenses	7,470	4,620	4,620	16,710
Total Equipment	51,245	4,620	4,620	60,485
IV. Travel & Training				
Local Travel	24,360	24,360	24,360	73,080
Training	15,000	10,000	5,000	30,000
Total Travel	39,360	34,360	29,360	103,080
V. Supplies & Operating Expenses				
Consumables (Supplies & Postage)	15,000	15,000	15,000	45,000
Insurance & Attorney Registration	5,075	5,075	5,075	15,225
Telephone	7,500	7,500	7,500	22,500
Printing & Design for Outreach	25,000	5,000	5,000	35,000
Library	8,600	8,600	8,600	25,800
Litigation	15,000	15,000	15,000	45,000
Total Supplies & Operating Expenses	76,175	56,175	56,175	188,525
VI. Contractors & Consultants				
IT & Case Management Support	17,780	17,780	17,780	53,340
Judicare Attorneys	30,000	20,000	20,000	70,000
Total Contractors & Consultants	47,780	37,780	37,780	123,340

ADDENDUM A

VII. Facilities & Equipment Rental

Space Cost	66,834	68,184	68,184	203,202
Equipment Rental & Maintenance	3,000	3,000	3,000	9,000
Total Facilities & Equipment Rental	69,834	71,184	71,184	212,202

VIII. Other

Administrative Services	150,000	150,000	150,000	450,000
Total Other	150,000	150,000	150,000	450,000

TOTAL COSTS	1,500,688	1,516,114	1,574,023	4,590,825
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AMOUNT REQUESTED	1,500,000	1,500,000	1,500,000	4,500,000
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