

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

NAVAJO-GALLUP WATER SUPPLY PROJECT

**COST SHARE AGREEMENT
BETWEEN THE UNITED STATES AND
THE STATE OF NEW MEXICO**

This Cost Share Agreement (“Agreement”), made this 27th day of June 2011, pursuant to the Act of Congress, Northwestern New Mexico Rural Water Projects Act, Public Law 111-11, Title X, Subtitle B, Part III, Section 10602 (“the Act”), Authorization of Navajo-Gallup Water Supply Project (“NGWSP”), between the UNITED STATES OF AMERICA, acting through the Bureau of Reclamation, Department of the Interior (“Reclamation”), and the STATE OF NEW MEXICO, acting through the New Mexico Interstate Stream Commission (“New Mexico” or “State”), hereinafter collectively referred to as the “Parties.”

1. Facts.

A. Section 10602(d) of the Act sets forth the conditions required prior to commencement of construction of the facilities that comprise the NGWSP and requires the Secretary of the Interior and the State of New Mexico to enter into a cost share agreement.

B. NGWSP means the facilities described in the preferred alternative as presented in Attachment 1 to Volume 1 of the Planning Report and Final Environmental Impact Statement, No. FES 09-10 (“Impact Statement”), dated July 6, 2009, and as authorized by the Act in Section 10601(b) and described in Section 10602(b).

C. Section 10602(d)(1)(D) of the Act requires the State to provide a share of the construction costs of the NGWSP of not less than \$50,000,000 (“Cost Share”).

D. Section 10602(d)(1)(D) of the Act provides that the State shall receive credit for funds the State has contributed to construct water conveyance facilities to the Project Participants (the City of Gallup, the Navajo Nation, and the Jicarilla Apache Nation) to the extent that the facilities reduce the cost of the NGWSP as estimated in the Draft Impact Statement, dated March 30, 2007 (“Cost Share Credit”).

E. Section 10604(d)(1) requires the Secretary of the Interior to review, and as appropriate, update the Draft Impact Statement allocating capital construction costs for the NGWSP.

F. For purposes of this agreement, construction costs shall mean the cost estimates of the NGWSP, as adjusted by Reclamation in its Construction Cost Estimate document (“CCE”). The adjustments will be made to the CCE for the following: (1) annual indexing; (2) re-pricing of applicable goods and services (typically every five (5) years or if significant market conditions render the previous CCE inaccurate); (3) refined designs which render the previous CCE significantly inaccurate; and (4) reduction by New Mexico’s Cost Share Credit as approved by Reclamation in accordance with Paragraph 2.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and subject to the terms and conditions specified below, the Parties hereby agree to the following:

2. Determination of Cost Share Credit.

A. New Mexico shall receive credit for funds the State has contributed to construct water conveyance facilities (“facilities”) to the Project Participants (the City of Gallup, the Navajo Nation, and the Jicarilla Apache Nation) to the extent that the facilities reduce the cost of the NGWSP as estimated in the Impact Statement. The final determination of allowable credit shall be by Reclamation. Each determination of Reclamation made pursuant to this section is final and is considered an “Order” subject to judicial review under the Administrative Procedure Act (5 U.S.C. § 551 et.seq.) The State’s cost share balance shall be reduced by the amount determined in Paragraph 2 to be the State’s Cost Share Credit. The State will provide Reclamation with all necessary documentation relating to the contributions for which the State claims Cost Share Credit.

B. Subject to the limitations of Sections 10604(b)(5) and (c)(5) of the Act, allowance for State Cost Share Credit for work funded by the State and not performed by Reclamation will be credited towards the State Cost Share under the following conditions:

i. Through an accounting process provided by the State to Reclamation showing that State funds were expended, or are obligated, towards construction of facilities that reduce the cost of the NGWSP; and

ii. The facilities installed reduce the cost of the NGWSP as set forth by Reclamation in the most current CCE reported by it at the time the Cost Share Credit is requested; and

iii. The facilities are installed within appropriately obtained rights-of-way and all applicable environmental and cultural resource clearances are obtained; and

iv. Reclamation determines the responsibility of the United States for ownership and long-term operation, maintenance, and replacement to set additional requirements depending on which one of the following circumstances apply:

a. Waiver of Federal Responsibility. Where Reclamation determines that: the facilities will not be in federal ownership; the federal government will not have responsibility or liability for operation, maintenance, and replacement; and, the Project Participant(s) assume complete ownership and liability for all future operation, maintenance, and replacement by a waiver of any further obligations by the United States with regard to the facility, then Reclamation's review of the Cost Share Credit request will be limited to a review of the full design prepared by others. Reclamation's review will determine if: (1) the facilities will be adequate to perform the functions for which they are designed in a manner that reduces the cost of the NGWSP; and, (2) that the expenditures for that particular facility are appropriate. If the Project Participant(s) do not provide a complete waiver to the United States, the Cost Share Credit request may be denied or reduced, or paragraph 2.B.iv.b may apply.

b. No Waiver of Federal Responsibility. Where all work is performed by others and at the direction of others, but Reclamation determines that it will have ownership and/or full responsibility or liability for operation, maintenance, and replacement of the facility during the construction of the NGWSP or during an interim period following substantial completion, Reclamation's review of the Cost Share Credit request will consist of a review of the full design and construction performed by others in order to accept the work

from the perspective of the United States as owner to determine if the work reduces the cost of the NGWSP. The Cost Share Credit request may be reduced or denied if the requirements of this paragraph are not met.

v. Any deficiencies in design, plans, construction, or other proposed aspects of the facilities identified by Reclamation must be corrected and the State shall provide a written notice to Reclamation when the corrective actions are completed. No Cost Share Credit request will be approved until the corrective actions have been approved by Reclamation.

C. Any and all costs for increasing the capacity beyond the legislated intent of NGWSP and related facilities shall not qualify for the Cost Share Credit.

D. The State, acting through the New Mexico Interstate Stream Commission (“ISC”), will request Cost Share Credit (“Cost Share Credit Request”) in the following manner. The ISC will submit two (2) copies of the following reports to Reclamation that contain the required information for each of the facilities for which Cost Share Credit is requested. While the State is responsible for providing the Cost Share Credit information, it is recognized that portions of this information may be generated by the City of Gallup, the Jicarilla Apache Nation, and/or the Navajo Nation. Reclamation will only accept Cost Share Credit information and requests directly from the ISC and, by doing so, will assume that the State concurs with all data provided to it by the Project Participants.

i. For facilities that are completed at the time of the Cost Share Credit Request, the ISC shall submit to Reclamation, in duplicate, the following for each facility:

(a) Name of facility and feature;

- (b) A brief description of the facility and its location, which includes identification of the specific NGWSP reach designation as set out in the most current CCE at the time of the Cost Share Credit Request;
- (c) Facility owner and/or operator;
- (d) Statement by the State that its obligations and expenditures are true and accurate;
- (e) Actual completion date;
- (f) Estimated or actual date facility placed in service;
- (g) Contact information;
- (h) As-built plans and specifications;
- (i) Access to design data such as hydraulic analysis, if requested by Reclamation;
- (j) Final title documents for lands and rights of ways for the facility or feature;
- (k) Copy of all permits;
- (l) Any completed cultural resource survey reports;
- (m) Any completed environmental clearances;
- (n) Final pay voucher;
- (o) Construction Contractor's release of claims.
- (p) Final paid invoice for architectural and engineering services trackable to the appropriate facility;
- (q) Certification from the responsible engineer that the work was performed according to the stamped plans and specifications, such as the NMED

form “Certification of Project Acceptance and Performance Document” or other mutually acceptable certification document;

(r) Comparison of the actual costs of the facility to the most current CCE showing where reductions to the cost of NGWSP occurred;

(s) Concurrence by the appropriate Project Participant (Navajo Nation, Jicarilla Apache Nation, and/or City of Gallup) that the work performed replaces work contemplated in the Impact Statement; and

(t) Report of any transfers of New Mexico funds from one State-funded facility to another or transfers of New Mexico funds so they will not be used for a water conveyance facility that reduces the cost of the NGWSP.

ii. For facilities that are proposed or in construction but not completed at the time of the Cost Share Credit Request, the ISC shall submit to Reclamation in duplicate the following for each facility:

a. Name of facility and feature;

b. A brief description of the facility and its location, which includes identification of the specific NGWSP reach designation as set out in the current CCE;

c. Facility owner and/or operator;

d. For facilities under construction, a quarterly statement by the State that its obligations and expenditures are true and accurate;

e. Percent complete (ongoing facilities only);

f. Estimated or actual completion date;

g. Estimated or actual date facility placed in service;

- h. Contact information;
- i. Final plans and specifications (if under design, both a 30% and 90% design package);
- j. Access to design data such as hydraulic analysis, if requested by Reclamation;
- k. For facilities under construction, final title documents for lands and rights of ways for the facility or feature;
- l. Copy of all permits;
- m. Any completed cultural resource survey reports;
- n. Any completed environmental clearances;
- o. Copies of all pay vouchers, and a copy of the final pay voucher when the facility is completed;
- p. Construction Contractor’s release of claims when the facility is completed;
- q. Paid invoices for architectural and engineering services trackable to the appropriate facility, and a copy of the final invoice when the facility is completed;
- r. Certification from the responsible engineer that the work was performed according to the stamped plans and specifications when the facility is completed, such as the NMED form “Certification of Project Acceptance and Performance Document” or other mutually acceptable certification document;

s. Upon completion of the facility, a comparison of the actual costs of the facility to the CCE showing where reductions to the cost of the NGWSP occurred;

t. Upon completion of the facility, concurrence by the appropriate Project Participant (Navajo Nation, Jicarilla Apache Nation, and/or City of Gallup) that the work performed replaces work contemplated in the Impact Statement;

u. Report of any transfers of New Mexico funds from one State-funded facility to another or transfers of New Mexico funds so they will not be used for a water conveyance facility that reduces the cost of the NGWSP; and

v. Upon completion of the facility, a final Report, including a statement by the State that its expenditures and obligations are true and accurate, is due ninety (90) days after the actual completion date.

E. Once the Cost Share Credit Request from the State is received, Reclamation, in consultation with the State and Project Participants, will determine the amount of State funds that reduce the cost of the NGWSP to be used as Cost Share Credit. For a Cost Share Credit request pursuant to Paragraph 2.D.i, within 60 days of receipt of all documentation under 2.D.i, Reclamation will issue a written Order to the State with a determination of the State's Cost Share Credit, incorporating all documentation provided by the State to support the Cost Share Credit amount, or upon completion of Reclamation's final inspection and determination that all corrective measures identified by Reclamation have been completed, whichever occurs later. For a Cost Share Credit Request pursuant to Paragraph 2.D.ii., Reclamation will issue a preliminary determination of the State's Cost Share Credit ("preliminary determination") upon receipt of

items under Paragraph 2.D.ii. (a)-(n) for a particular facility; provided, however, that within sixty (60) days of receipt by Reclamation of items under Paragraph 2.D.ii.(o)-(v), Reclamation will issue a written Order to the State with a final determination of the Cost Share Credit requested by the State for that facility.

F. If the State applies for Cost Share Credit for funds applied to facilities that may qualify as a Cost Share Credit after the provisions of Paragraph 3 (“Cost Share Amount”) become effective and/or during the construction of the NGWSP, the process contained in Paragraph 2.D. will be used to determine the Cost Share Credit and will reduce the Cost Share Balance accordingly, provided that Reclamation makes a final determination that Cost Share Credit is accepted.

G. Reclamation has the right to periodically inspect and evaluate the work performed or being performed under this Agreement, and premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. The State will take reasonable measures to ensure that the Project Participants allow Reclamation to participate in periodic and final inspections of the State-funded facilities.

H. Reclamation and the State agree that performance of any or all aspects of this Agreement, including costs incurred by Reclamation for purposes of this Agreement, does not guarantee that Cost Share Credit Requests made by the State will be approved by Reclamation. Further, this Agreement does not in any way or manner commit the United States to contract for future water deliveries for either the NGWSP, or any of the facilities that may qualify for a Cost Share Credit, in the event the United States cannot practicably do so due to legal, environmental, or other causes beyond Reclamation’s control.

3. Cost Share Amount.

A. Subject to the limitations contained in Paragraph 10.E, the State of New Mexico shall provide the balance of the Cost Share to Reclamation as follows:

i. For fiscal years 2012 to 2016, the State's minimum, regular annual payments ("Annual Cost Share Payment Pre True Up¹") shall be:

2012	\$1.5 Million
2013	\$1.5 Million
2014	\$1.5 Million
2015	\$1.5 Million
2016	\$1.5 Million

ii. On or about October 31, 2016, the State and Reclamation shall conduct an accounting ("True Up") of all Cost Share the State has contributed as of September 30, 2016. The True Up shall reflect the Cost Share Balance² as of September 30, 2016. The Cost Share Balance as of September 30, 2016 (Cost Share Balance₂₀₁₇) shall be \$50 Million less the sum of the following: Cost Share Credit³ as of September 30, 2016 and all Annual Cost Share Payments Pre True Up and all Prepayments⁴ as of September 30, 2016.

iii. From October 1, 2016 onward, the outstanding Cost Share Balance shall be indexed from that date. The Parties agree that the basis for this adjustment shall be the quarterly reported Bureau of Reclamation Construction Cost Trends-Composite Trend index (Index). For the purposes of this Agreement, the base year for the Index is the

¹ See Paragraph 3.A.ii. for the definition of True Up

² See Paragraph 3.A.v. for the definition of Cost Share Balance.

³ See Paragraph 1.D for the definition of Cost Share Credit.

⁴ See Paragraph 3.C for the definition of Prepayment.

1977 index value equal to 100. No adjustment under this Paragraph 3.A.iii, shall occur for any Cost Share Credit, Annual Cost Share Payment Pre True Up or Prepayment made prior to October 1, 2016.

iv. Upon completion of the True Up, the amount of each Annual Cost Share Payment shall be equal to the Cost Share Balance divided by the remaining seven years and increased by 25 percent⁵ (“Annual Cost Share Payment Post True up”) and shall be calculated as follows:

$$\text{Annual Cost Share Payment Post True Up} = (\text{Cost Share Balance}_{2017} \div 7 \text{ years}) \times 1.25$$

v. Beginning with the first payment (either Annual Cost Share Payment Post True Up or Prepayment) made by the State after September 30, 2016, and thereafter until the final payment, Reclamation shall calculate the remaining outstanding balance as follows:

The Cost Share Balance is the amount of Cost Share remaining at the time of the adjustment. The adjusted Cost Share Balance equals the previous remaining Cost Share Balance, less all Annual Cost Share Payments Post True Up, Prepayments, and Cost Share Credit since the last Cost Share Balance adjustment times the ratio of the Index at the time of the adjustment, divided by the Index at the time of the previous adjustment. The most recent quarterly Index will be used at the time of adjustment. The Cost Share Balance will be computed annually in the manner described in Attachment 1, “Example of Indexing Adjustments to September 30, 2017.”

⁵ The 25% increase is intended to assure that the Annual Cost Share Payments Post True Up after October 2016 (the start of the indexing period) will keep up with inflationary increases in construction costs as reflected by the agreed upon Bureau of Reclamation Construction Cost Trends-Composite Trend Index.

The Attachment 1 example is based upon the following equation which will be used for determining the outstanding Cost Share Balance, where:

1 (one) is Cost Share Balance at time of previous adjustment.

2 (two) is Composite Trend Index Factor on date of previous adjustment.

3 (three) is Cost Share Credits approved from previous time of adjustment to current time of adjustment.

4 (four) is all Annual Cost Share Payments Post True Up from previous time of adjustment to current time of adjustment.

5 (five) is all Prepayments from previous time of adjustment to current time of adjustment.

6 (six) is Composite Trend Index Factor on date of current adjustment.

7 (seven) is Cost Share Balance at time of current adjustment.

$$7 = (1 - (3 + 4 + 5)) * (6 / 2)$$

vi. If the Annual Cost Share Report made pursuant to paragraph 3.D. below shows that the outstanding Cost Share Balance is less than the corresponding Annual Cost Share Payment Pre or Post True Up, the next payment shall be the final Cost Share Payment and shall be equal to the outstanding Cost Share Balance; provided, however, that if the final Cost Share Payment is made after 2017, it shall be adjusted by the Index to the date of payment pursuant to this Paragraph 3.

vii. On September 30, 2023, if there is an outstanding Cost Share Balance, the final Cost Share Payment shall be equal to the entire outstanding Cost Share Balance adjusted by the Index to that date.

B. Each Annual Cost Share Payment Pre or Post True Up shall be due to Reclamation no earlier than September 1 and no later than September 30 of each year.

C. The State, at its sole discretion, may elect to prepay, in whole or in part, any proposed Annual Cost Share Payment(s) Pre or Post True Up (“Prepayment”) directly to Reclamation. Any such Prepayment shall be applied in full toward the State’s Cost Share obligation; provided, however that the State shall identify any restrictions or conditions for expenditure of these funds at the time they are provided. If Reclamation cannot accept the conditions or restrictions, Reclamation shall notify the State within thirty (30) days of the State’s Prepayment offer of Reclamation’s inability to accept the Prepayment. The State shall not incur any penalties, fees or other charges as a result of Prepayment.

D. No later than October 31 of each year, from 2012 until 2023, Reclamation will provide to the State a report (“Annual Cost Share Report”) showing the total amount contributed by the State to date toward its Cost Share obligation. The Annual Cost Share Report shall include, without limitation, total Cost Share Credit, Annual Cost Share Payment Pre and Post True Up, Prepayment and outstanding Cost Share Balance amounts.

E. Upon request by the State, Reclamation will consult annually, but in no event later than December 1 (“Annual Consultation”) with the State to address construction capabilities for the NGWSP, available federal appropriations and State appropriations available to Reclamation as a portion of the Cost Share in order to provide for efficient construction of the NGWSP. Reclamation will annually provide projections and/or summaries of expenses incurred by Reclamation in connection with the activities in this Agreement for the proposed NGWSP.

F. The Cost Share amount shall not be increased for NGWSP cost overruns.

G. On January 2, 2024, or upon full satisfaction by the State of its Cost Share obligation, whichever occurs first, the parties shall cooperate in an accounting to reconcile (“Reconciliation”) all contributions made by the State toward its Cost Share obligation. Any and all amounts contributed by the State and determined by the Reconciliation to be in excess of the State’s total Cost Share obligation shall be refunded to it no later than six (6) months after the Reconciliation. If the Parties jointly determine that the State’s Cost Share has been satisfied, this Agreement shall terminate according to Paragraph 6.

H. In the event the State makes a cash payment to be used to construct the NGWSP pursuant to this Agreement, the State will pay funds in accordance with the Contributed Funds Act (or the “The Sundry Civil Expenses Appropriations Act for 1922 (43 U.S.C. § 395).” The Cost Share of NGWSP costs under the Contributed Funds Act is offered to meet its obligations under section 10602(d)(1)(D) of the Act. In order to avoid violation of the Anti-Deficiency Act (31 U.S.C. § 1341), such funds must be paid by electronic funds transfer to the Reclamation no later than September 30 of each year. Reclamation will establish a unique cost account to track and account for the cost of services provided under the terms of this Agreement which are associated with the NGWSP. Upon execution of this Agreement and completion of conditions precedent to construction of the NGWSP, accounting for Cost Share Credit amounts will be in accordance with paragraph 2 and the funding provisions will take effect in accordance with paragraph 3.

4. Effective Date.

This Agreement shall become effective on the date upon which the last signature below is affixed to this document. Facsimile signatures will be accepted.

5. Performance.

The Parties agree to complete the terms of this Agreement prior to the legislated NGWSP deadline date or any lawful extensions.

6. Termination.

A. This Agreement will terminate if the Navajo Nation exercises its right under Section 10701(e)(2) of the Act to file a petition to the court in the stream adjudication (“court”) to enter an order terminating the Settlement Agreement and the court issues such an order. This Agreement will terminate effective on the date of any order of the court terminating the Settlement Agreement and associated contracts and agreements.

B. If the NGWSP construction is cancelled or aborted, this Agreement shall terminate and the rights and obligations of the Parties shall cease.

C. This Agreement shall expire on December 31, 2024, unless the deadlines for completion of the NGWSP are extended, in which case, this Agreement shall expire on the extended date, or upon completion of construction of all NGWSP, whichever shall occur first.

D. Within sixty (60) days of receipt of an order terminating the Settlement Agreement, or cancellation of the NGWSP, pursuant to paragraphs 6(A) and 6(B) above, Reclamation will refund to the State any unexpended or unobligated Cost Share funds remaining in the account described in paragraph 3.H.

E. If the Cost Share obligation has been met as determined by the Parties under Paragraph 3.H, this Agreement shall terminate and the rights and obligations of the Parties shall cease.

7. Amendments.

This Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties.

8. Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Mexico and the United States.

9. Notices.

All notices, requests, demands, reports, determinations or other communications required under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed by certified mail with return receipt requested and postage prepaid. If any notice is mailed, it shall be deemed given upon the date such notice is deposited in the United States mail. If any notice is personally delivered, it shall be deemed given upon the date of such delivery.

A. If notice is given to the State of New Mexico, ISC, it shall be addressed to:

**Director
New Mexico Interstate Stream Commission
P.O. Box 25102
Santa Fe, NM 87504-5102**

B. If Notice if given to the Reclamation, it shall be addressed to:

**United States Bureau of Reclamation
Construction Engineer
2200 Bloomfield Highway
Farmington, NM, 87401**

10. General Provisions.

A. The persons signing this Agreement for the Parties represent that they have all necessary legal authority and power in their official capacities to bind their respective entities, successors and assigns.

B. This Agreement merges all previous negotiations between the Parties hereto and constitutes the entire agreement and understanding of the Parties.

C. No member of or delegate to Congress, or official of the State of New Mexico shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

D. The expenditure or advance of any money or the performance of any obligation of Reclamation under this Agreement shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States in case funds are not appropriated or allotted.

E. The State's obligations under this Agreement are contingent upon the following:

i. The appropriation by the Legislature of the State of New Mexico of sufficient funds for the performance of this Agreement; and

ii. The continued availability and encumbrance of appropriated funds for such performance.

The State shall, to the extent allowed by law, request all appropriations necessary to meet its obligations under this Agreement.

F. If the NGWSP is not completed, either due to lack of appropriation of funds, actions of a third party, or other actions not caused by either party to this Agreement, this Agreement shall terminate according to the terms of Paragraph 6.

G. Subject to applicable Federal and State laws and regulations, each party to this Agreement shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by the Agreement.

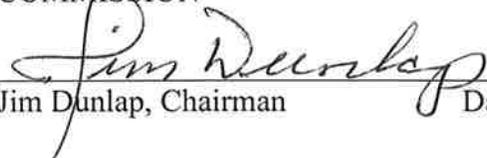
WHEREFORE, we agree to be bound by the terms and conditions contained in this Agreement:

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

Approved by Solicitor
Via attached E-Mail
Dated June , 2011
Solicitor's Office


Regional Director Date 6/27/11
Upper Colorado Region
Bureau of Reclamation

NEW MEXICO INTERSTATE STREAM
COMMISSION


Jim Dunlap, Chairman Date 6/23/11

ATTACHMENT 1

EXAMPLE OF INDEXING ADJUSTMENTS TO SEPTEMBER 30, 2017
(refer to section 3. B. v. of the Cost Share Agreement)

<u>Description</u>	<u>Amounts</u>
State of New Mexico's Cost Share	\$ 50,000,000
Cost Share Credits (From agreement authorization to September 30, 2016)	\$ 22,500,000
Annual Cost Share Payments Pre True Up plus Prepayments to September 30, 2016	\$ 18,000,000
Cost Share Balance as of September 30, 2016	\$ 9,500,000
Composite Trend Index Factor on September 30, 2016	320
Cost Share Credits from Sept. 30, 2016 to Sept. 30, 2017	\$ 450,000
Annual Cost Share Payment Post True Up from Sept. 30, 2016 to Sept. 30, 2017	\$ 1,500,000
Prepayments from Sept. 30, 2016 to Sept. 30, 2017	\$ 1,000,000
Composite Trend Index Factor on September 30, 2017	333
Cost Share Balance as of September 30, 2017 = $(1 - (3 + 4 + 5)) * (6/2)$ (Note: Equation based on Row IDs)	\$ 6,816,094
= $(\$9,500,000 - (\$450,000 + \$1,500,000 + \$1,000,000)) * (333/320)$	\$ 6,816,094