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# Louisiana Housing Finance Agency



## Legal Department

Christine Bratkowski  
Keith Cunningham  
Leslie Strahan

August 13, 2008

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## MEMORANDUM

**To:** Commissioner Allison A. Jones, Chairman  
Commissioner Maureen Clary  
Commissioner Mark Maderra  
Commissioner Guy Williams  
Commissioner Lisa Woodruff-White

**From:** Christine Bratkowski, Keith Cunningham and Leslie Strahan, Legal Department

**Date:** August 1, 2008

**Re:** Legal Committee

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A regular meeting of the Louisiana Housing Finance Agency Legal Committee will be held on Wednesday, August 13, 2008, at 10:30 a.m., Louisiana Housing Finance Agency, Committee Room 2, located at 2415 Quail Drive, Baton Rouge, LA, by order of the Chairman.

If you have any questions or concerns, please contact us.

August 13, 2008

### **LEGAL COMMITTEE MEETING**

A regular meeting of the Louisiana Housing Finance Agency Legal Committee will be held on Wednesday, August 13, 2008, at 10:30 a.m., Louisiana Housing Finance Agency, in Committee Room 2, located at 2415 Quail Drive, Baton Rouge, LA, by order of the Chairman.

#### **Final Agenda**

1. Call to order, roll call and introduction of guests.
2. Approval of the minutes of July 9<sup>th</sup> and July 24<sup>th</sup>, 2008 Committee Meetings.
3. Litigation in 19<sup>th</sup> Judicial District Court, *AAMAGIN Property Group, L.L.C. v. LHFA*, §26.
  - A resolution authorizing the Agency to grant the following assets an extension of their closing date until September 15, 2008; Monet Acres Estates I, #06(2)-274, Renoir Acres Estates I, #06(2)-276, NCBA, formerly NAPFE Towers, #06(2)-284, Skyview Terrace Apartments, #06(2)-80, Bayou Garden Apartments, #07(GO)-09(R), Brickwood Apartments, #06(2)-330, River Apartments, #06(2)-328, Cypress Estates, #06(R )-481, Southern Breeze, #06-34, St. Landry Crossing II, #07/08(PC)-039, Serenity Place Elderly Community, #07/08(PC)-040, Hideaway Crossing III; #07/08(PC)-041; authorizing staff to notify subject developers, that their projects are subject to recapture if the extended closing deadline is not met; further authorizing the Agency staff and counsel to prepare the forms of such documents and agreements as may be necessary and providing for other matters in connection therewith.
4. Other Business.
5. Adjournment.

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Milton J. Bailey, President

Pursuant to the provisions of LSA-R.S. 42:6.1, upon two-thirds vote of the members present, the Board of Commissioners of the Louisiana Housing Finance Agency may choose to enter Executive Session, and by this notice, the Agency reserves its right to go into Executive Session as provided by law.

187

6810-08-002110

**RULE NISI**

**AAMAGIN PROPERTY GROUP, LLC**  
(Plaintiff)

NUMBER C568850 SECTION 26

19<sup>th</sup> JUDICIAL DISTRICT COURT

vs.

PARISH OF EAST BATON ROUGE

**THE LOUISIANA HOUSING FINANCE AGENCY, ET AL**  
(Defendant)

STATE OF LOUISIANA

RECEIVED

JUL 17 2008

LOUISIANA HOUSING FINANCE AGENCY

TO: **THE LOUISIANA HOUSING FINANCE AGENCY**  
THROUGH ITS PRESIDENT:  
**MILTON BAILEY**  
2415 QUAIL DR  
BATON ROUGE, LA 70812

The Mover in this case filed a **PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF DUE PROCESS AND EQUAL PROTECTION OF THE LAW** which the Court granted. Certified copies of this document and the Court's Order are attached.

You **MUST** come to Court at **10:00 AM** on **AUGUST 4, 2008** in Room 703 in the Governmental Building 222 St. Louis Street and show cause why:

\*\*\*\*\* SEE ATTACHED ORDER \*\*\*\*\*

This Rule was issued by the Clerk of Court for East Baton Rouge Parish on 16-JUL-2008.

*Ayauna Jones*  
Ayauna Jones, Deputy Clerk of Court for  
Doug Welborn, Clerk of Court

Requesting Attorney: **ROBERT WICKLIFFE FENET**

**SERVICE INFORMATION:**

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, served on the above named party as follows:

**PERSONAL SERVICE:** On the party herein named at \_\_\_\_\_

**DOMICILIARY SERVICE:** On the within named \_\_\_\_\_, by leaving the same at his domicile in this parish in the hands of \_\_\_\_\_, a person of suitable age and discretion residing in the said domicile at \_\_\_\_\_

**DUE AND DILIGENT:** After diligent search and inquiry, was unable to find the within named \_\_\_\_\_ or his domicile, or anyone legally authorized to represent him.

**RETURNED:** Parish of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SERVICE: \$ \_\_\_\_\_  
MILEAGE \$ \_\_\_\_\_  
TOTAL: \$ \_\_\_\_\_

Deputy Sheriff

RULE NISI - 6810

RECEIVED BY LEGAL

JUL 17 2008

10:30 a.m.

CITATION

141

AAMAGIN PROPERTY GROUP, LLC  
(Plaintiff)

NUMBER C568850 SECTION 26

vs.

19<sup>th</sup> JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

THE LOUISIANA HOUSING FINANCE  
AGENCY, ET AL  
(Defendant)

STATE OF LOUISIANA

TO: **THE LOUISIANA HOUSING FINANCE AGENCY**  
THROUGH ITS PRESIDENT:  
MILTON BAILEY  
2415 QUAIL DR.  
BATON ROUGE, LA 70812

RECEIVED

JUL 17 2008

LOUISIANA HOUSING  
FINANCE AGENCY

GREETINGS:

Attached to this citation is a certified copy of the petition\*. The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleading in the office of the Clerk of Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana. If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be rendered against you without further notice.

This citation was issued by the Clerk of Court for East Baton Rouge Parish on 16-JUL-2008.

*Ayauna Jones*  
Ayauna Jones, Deputy Clerk of Court for  
Doug Welborn, Clerk of Court

Requesting Attorney: ROBERT WICKLIFFE FENET

\*The following documents are attached:  
PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF DUE  
PROCESS AND EQUAL PROTECTION OF THE LAW

SERVICE INFORMATION:

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, served on the above named party as follows:

PERSONAL SERVICE: On the party herein named at \_\_\_\_\_.

DOMICILIARY SERVICE: On the within named \_\_\_\_\_, by leaving the same at his domicile in this parish in the hands of \_\_\_\_\_, a person of suitable age and discretion residing in the said domicile at \_\_\_\_\_.

SECRETARY OF STATE: By tendering same to the within named, by handing same to \_\_\_\_\_.

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named \_\_\_\_\_ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SERVICE: \$ \_\_\_\_\_  
MILEAGE \$ \_\_\_\_\_  
TOTAL: \$ \_\_\_\_\_

Deputy Sheriff  
Parish of East Baton Rouge

COST OK Amt. 615-

AAMAGIN PROPERTY GROUP, LLC

BY JD  
CLERK OF COURT

NUMBER: 5108856

SEC. 26

VERSUS

19<sup>TH</sup> JUDICIAL DISTRICT COURT

THE LOUISIANA HOUSING FINANCE AGENCY

PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

**PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF  
DUE PROCESS AND EQUAL PROTECTION OF THE LAW**

RECEIVED  
JUL 17 2008  
LOUISIANA HOUSING  
FINANCE AGENCY

**I. PRELIMINARY STATEMENT**

The defendant, Louisiana Housing Finance Agency, had previously issued federal low income housing tax credits to Hideaway Crossing III, #07/08(PC)-041, St. Landry Crossing II, #07/08(PC)-39, Serenity Place Elderly Community, #07/08(PC)-40, Monet Acres Estates I, #06(2)-274 and Renoir Acres Estates I, #06(2)-276. (All collectively herein referred to as Applicants).

As a result in the downturn in the housing credit and capital markets it became necessary for developers holding issued federal low income housing tax credits to obtain gap financing in order to make up for the short fall in financing affordable housing projects. In response to this problem, the defendant established a program (the GAP Initiative) to provide gap financing, a copy of which is attached hereto and made a part hereof marked "P-1" for identification herewith.

Plaintiff contends herein that the GAP Initiative which is the subject of this litigation superseded all prior Qualified Allocation Plans promulgated by the Louisiana Housing Finance Agency.

AAMAGIN PROPERTY GROUP, LLC, (herein "Plaintiff") has invested in the predevelopment and developments activity of each of the subject Applicants in excess of Two Millions (\$2,000,000.00) Dollars to go forward with place in services of workforce housing.

Plaintiff contends that the defendant, Louisiana Housing Finance Agency, Board of Commissioners voted on Wednesday, July 9, 2008 to deny GAP Initiative applications submitted by Applicants pursuant to the requirements of the defendant's GAP Initiative.

Plaintiff further contends that the defendant deny<sup>ie a</sup> its request to grant Applicants an extension of time before denial while arbitrarily granting other denied applicants extensions.

The impact of defendant's denial of these applications has resulted in a taking of housing tax credits and investment dollars from the applicants. Plaintiff contends herein that the

defendant violated the due process and equal protection clauses of the Fourteen Amendment of the United States Constitution and the Louisiana Constitution in the following respects:

1. Failure to give any notice of the taking of the affordable housing tax credits prior to the July 9, 2008 meeting. *Did we*
2. Failure to establish rules providing for an appeal process of any decisions made by staff under the GAP Initiative which would have given plaintiff an opportunity to present plaintiff's evidence to the Board before the affordable housing tax credits were taken.
3. In the group of applications which were denied by the defendant board, some of the applications were treated different than others when extensions of time were given to allow other measures to be taken which resulted in a denial of equal protection of the law as applied.
4. The defendant's Board of Commissioners vote to deny Applicants applications and not to grant their extension of time request should be declared a nullity because one of the Commissioner's appointment was withdrawn by the Governor based upon ethical considerations. *Did his vote  
Chen  
A vote  
a diff. in  
plan  
with*

## II. JURISDICTION

1. This action arises under the provisions of the Equal Protection and Due Process Clauses of Fourteenth Amendment to the United States Constitution and Louisiana Constitution of 1974.
2. This Court has subject matter jurisdiction of this case under LSA-R.S.13:5104.

## III. PARTIES

3. Plaintiff, **AAMAGIN PROPERTY GROUP, LLC**, is the developer company which filed the applications for applicants whose affordable housing tax credits were taken which is the subject of this litigation. Plaintiff is authorized to represent applicants in this matter as shown by the attached resolutions attached hereto and made a part hereof marked "P-2" for identification herewith.
4. The **LOUISIANA HOUSING FINANCE AGENCY** (hereinafter "Defendant") is an agency of the State of Louisiana that was established in 1980 pursuant to the Louisiana Housing Finance Act contained in Chapter 3-A of Title 40. The agency is authorized to sue and be sued in its own name. One of the defendants authorized responsibilities is the issuing of affordable housing tax credits to assistance in providing housing in the State of Louisiana.
5. The acts of the defendant were done under the color and pretense of the Louisiana Constitution and under its authority as a state agency.

## IV. CLAIM FOR RELIEF

6. Prior to implementation of the defendant's GAP Initiative, Applicants had been awarded affordable housing tax credits by the defendant as shown by the award letters attached hereto and made a part hereof marked "P-3" in Globo for identification herewith.
7. Applicants suffered a gap in their financing of the developments represented in the award letters as a result of the down turn in the economy caused by the mortgage crisis in the subprime lending market.
8. In response to the defendant's GAP Initiative, Applicants resubmitted their tax credit applications seeking various forms of GAP financing and/or new deal structures in order to address the short falls.
9. Applicants believe that their re-submitted applications comply with the rules of the GAP Initiative and therefore should have been approved by the defendant's board.
10. Plaintiff further contends that if given a chance with proper notice and a due process hearing Applicants would have been able to prove their cases.
11. Additionally, plaintiff asserts that the evidence will show that while his request for an extension of time for Applicants to respond to staff recommendations to deny their applications was denied by the board, other applications which had been denied were given additional time to address concerns raised by staff in recommending the taking of the affordable housing tax credits.
12. The denial and refusal to grant an extension of time referenced in paragraph 11 above should be declared a nullity because one of the Commissioner's appointment was withdrawn by the Governor based upon ethical considerations and the remaining members who were installed during the meeting had not heard both sides of the matter prior to voting.
13. This action arises from the failure of the defendant board to treat all denied applications equally. . /
14. Plaintiff further contends that Applicants have a fundamental right to fairness in the Louisiana Housing Finance Agency application review process which includes a due process hearing.
15. Plaintiff further contends that he has a fundamental right to due process in procedures concerning governmental deprivations of property which also includes proper notice before the taking of property.

16. As a result of these violations, there was a failure to provide Applicants with due process and equal protection under the law vote to deny Applicants applications under the GAP Initiative should be declared a nullity in violation of the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the United States Constitution and the Louisiana Constitution.

17. As a result, the Plaintiff has been deprived of property based upon a denial of equal protection and due process of the law.

18. Plaintiff fears that during the pendency of these proceedings the defendant will move forward to re-allocate or give Applicants' affordable housing tax credits, which were illegally and unconstitutionally taken, to other developers in a "Lighting Round" to be held within the next 45 days; therefore, it is necessary that this court issue a preliminary writ of injunction in the form and substance of the permanent injunction mentioned above in order to protect Plaintiff's rights in the premises.

19. In order to protect Plaintiff's Applicants rights and interests in the premises it is necessary that this court permanently restrain and enjoin the denial of their applications by the defendant's Board and the implementation of the "Lighting Round".

20. Plaintiff will suffer irreparable harm if the Applicants' tax credits are re-allocated and citizens in the State of Louisiana will be delayed in obtaining affordable housing which is badly needed.

#### **VI. EQUITY**

21. This action arises under an actual controversy between parties having adverse legal interests of such immediacy and reality as to warrant a declaratory judgment.

22. Plaintiff has no adequate remedy at law and will suffer irreparable injury unless injunctive relief is issued.

#### **V. PRAYER**

Plaintiff requests that:

1. That the Defendant be duly ordered to show cause on a day and at an hour to be fixed by this court, why a preliminary injunction should not be issue herein; that after due proceedings had, there be judgment herein making the said rule absolute; and
2. That Defendant's treatment of some of the applications which were denied by granting extensions were a violation of the is unconstitutional in violation of the Equal Protection and

AAMAGIN PROPERTY GROUP, LLC

NUMBER: DIV

VERSUS

19<sup>TH</sup> JUDICIAL DISTRICT COURT

THE LOUISIANA HOUSING  
FINANCE AGENCY

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

ORDER

IT IS ORDERED by the court that the LOUISIANA HOUSING FINANCE AGENCY show cause before this court on August 4, 2008, at the hour of 10:00 o'clock A. M. why a preliminary writ of injunction should not issue herein, to be effective during the pendency of these proceedings; and that on the hearing of the said rule proof may be adduced by verified pleadings, supporting affidavits, or by proof as in ordinary cases, or by any or all of these methods at the election of either respective parties litigant.

THIS ORDER signed in the City of Baton Rouge, Parish of East Baton Rouge, this 15 day of July, 2008.

[Signature]  
JUDGE

CERTIFIED TRUE COPY  
003908  
DEPUTY CLERK OF COURT

19<sup>TH</sup> JUDICIAL DISTRICT  
EAST BATON ROUGE PARISH, LA  
FILED  
2008 JUL 15 PM 4:12  
BY [Signature]  
DEPUTY CLERK & RECORDER FOR  
DOUG WELBORN  
CLERK OF COURT E.B.R. PARISH

CERTIFIED  
TRUE COPY

JUL 16 2008

BY [Signature]  
DEPUTY CLERK

Due Process Clauses of the Fourteenth Amendment of the United States Constitution and the Louisiana Constitution; and

4. That the Defendant be duly cited to appear and answer this petition and that after due proceedings had, judgment be rendered herein in favor of the Plaintiff, AAMAGIN, and against the Defendant, Louisiana Housing Finance Agency, decreeing that the Board's vote to deny Applicants' applications under the GAP Initiative be set aside and that Applicants be given additional time to address staff's concerns in a hearing through an appeal process; and

5. All cost of the proceedings; and

6. The court grant Plaintiff all other relief that is just, proper and equitable.

July 15, 2008.

19TH JUDICIAL DISTRICT  
EAST BATON ROUGE PARISH, LA  
FILED

2008 JUL 15 PM 4:12

*Milton Bailey*  
DEPUTY CLERK & RECORDER FAX

DOUG WELBORN

CLERK OF COURTE B.R. PARISH

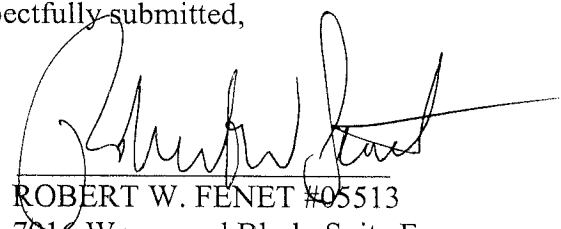
CERTIFIED TRUE COPY

003906

DEPUTY CLERK OF COURTS

Respectfully submitted,

BY:



ROBERT W. FENET #05513  
7916 Wrenwood Blvd., Suite F  
Baton Rouge, LA 70809  
(225) 926-5500 (Telephone)  
(225) 923-2834 (Fax)

ERNEST JOHNSON #07290  
1775 Nicholson Drive  
Baton Rouge, LA 70802  
(225) 334-7490 (Telephone)  
(225) 334-7491 (Fax)

PLEASE SERVE:

The Louisiana Housing Finance Agency  
Through its President, Milton Bailey,  
2415 Quail Drive  
Baton Rouge, LA  
Phone (225) 763-8700  
Fax (225) 763-8762

Honorable James "Buddy" Caldwell  
Keith Cunningham  
Louisiana Attorney General's Office  
1885 North Third Street  
Baton Rouge, LA 70802  
Phone (225) 326-6000  
Fax (225) 326-6797

**CIVIL**

- 01-DAMAGES
- 02-CONTRACT
- 03-PRISONER SUIT
- 04-EXECUTORY PROCESS
- 05-JIT ON NOTES
- 06-EVICTION
- 07-WORKMENS COMPENSATION
- 08-JUDICIAL REVIEW
- 09-PROPERTY RIGHTS
- 10-INJUNCTION MANDAMUS
- 11-COMM. PROP. PAI
- 12-PUBLIC SERV. CO
- 13-OTHER PARTITION
- 14-OTHER
- 15-D.E.O.
- 16-
- 17-
- 18-
- 19-
- 20-

CERTIFIED TRUE COPY

JUL 16 2008

BY *Amyanna Amos*  
DEPUTY CLERK

AAMAGIN PROPERTY GROUP, LLC

NUMBER: DIV

VERSUS

19<sup>TH</sup> JUDICIAL DISTRICT COURT

THE LOUISIANA HOUSING  
FINANCE AGENCY

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

STATE OF LOUISIANA

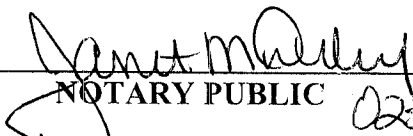
PARISH OF EAST BATON ROUGE

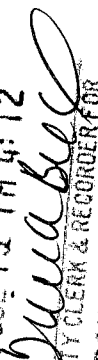
BEFORE ME, the undersigned Notary Public, personally came and appeared WILL J. BELTON, who deposed and stated that is authorized to represent the Plaintiff in the foregoing PETITION FOR DECLARTORY AND INJUNCTIVE RELIEF, that he has read said Petition, and that all the allegations contained therein are true and correct to the best of his knowledge and belief.

  
\_\_\_\_\_  
WILL J. BELTON

SWORN TO AND SUBSCRIBED, before me this 11<sup>th</sup> day of July, 2008.

CERTIFIED TRUE COPY  
003907  
DEPUTY CLERK OF COURT

  
\_\_\_\_\_  
NOTARY PUBLIC 023448  
Janet M. Duhay  
My commission expires  
at death

19<sup>TH</sup> JUDICIAL DISTRICT  
EAST BATON ROUGE PARISH, LA  
FILED  
2008 JUL 15 PM 4:12  
  
BY  
DEPUTY CLERK & RECORDER FOR  
DOUG WELBORN  
CLERK OF COURT E.B.R. PARISH

CERTIFIED  
TRUE COPY

JUL 16 2008

BY   
DEPUTY CLERK

P-I

# Louisiana Housing Finance Agency

April 10, 2008

To: DEVELOPERS WITH 2006, 2007 and 2008 GO ZONE PROJECTS AND PER CAPITA CREDITS

RE: Closing Extensions and Financing Funding Gaps Resulting from Tax Credit Pricing Devaluations

Please read the attached information carefully as it pertains to the following project(s):

- Hideaway Crossing III, #07/08(PC)-041
- ✓ Hideaway Crossing, #06(R)-409
- Serenity Place Elderly Community, #07/08(PC)-040
- ✓ St. Landry Crossing, #06(R)-407
- St. Landry Crossing II, #07/08(PC)-039
- ✓ Hideaway Crossing II, #06(2)(N)-344 —
- ✓ Monet Acres Estates I, #06(2)-274
- ✓ Renoir Acres Estates I, #06(2)-276

*Cherry*

**CLERK OF COURT  
FILE COPY**

CASE ID: \_\_\_\_\_  
FILING DATE: 7-15-08  
ATTORNEY: \_\_\_\_\_  
NO. PAGES: 20

A response is REQUIRED on ALL GO ZONE PROJECTS no later than April 30, 2008.

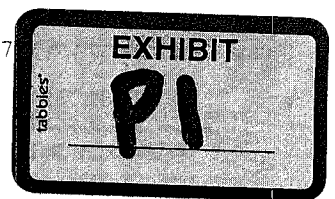
(Per capita project participation is optional.)

Please forward all requested information to:  
Louisiana Housing Finance Agency  
Tax Credit Department  
c/o LaTosha Overton  
2415 Quail Drive  
Baton Rouge, LA 70808

**EXHIBIT/ATTACHMENT TO:**

MOTION/SUMMARY/JDGMT  
 PETITION  
 MEMORANDUM  
 OTHER \_\_\_\_\_

J. Bailey  
**DEPUTY CLERK**





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**Memorandum**

**Date:** April 10, 2008  
**To:** Development Community  
**From:** Tax Credit Department  
**Subject:** Closing Extensions and Financing Funding Gaps Resulting from Tax Credit Pricing Devaluations

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The turmoil in credit markets has caused substantial reductions in the gross equity being made available to projects that have been reserved or allocated credits but which have not closed. The Louisiana Housing Finance Agency (the "Agency") requires all projects from the 2006, 2007, 2008 GO Zone credit ceiling to submit the documentation referenced in Exhibit A. In coordination with the Louisiana Recovery Authority ("LRA") and the Office of Community Development ("OCD"), the Agency is also supporting an initiative to provide additional resources to fill a portion of the funding gap created by the devaluation of housing credits. Included in this initiative is a timeline for developers to submit documentation as outlined in Exhibit A. In addition to the timelines below, **projects with CDBG fund commitments that have not closed will be subject to a separate timeline supplied by LRA/OCD for their review of the projects.**

Conditions for Participation in Gap Financing Initiative: This initiative requires developers with funding gaps to place at risk reserved or allocated credits as the Agency and LRA/OCD assess financing gaps in existing proposed projects that cannot proceed to closing without additional resources. Projects that have already closed are not eligible for this gap financing initiative. All 2006, 2007 and 2008 GO Zone projects must submit the documentation outlined in Exhibit A – Items A1 or B-2 through B-8 to qualify for this gap financing, time extension initiative. **All GO Zone projects that cannot close by June 30, 2008 must submit the documentation specified in Exhibit A - B-2 through B-8 to be eligible for an extension of the closing deadline from June 30, 2008 to August 30, 2008 and avoid recapture of LIHTC's on July 1, 2008.** Developers of projects seeking closing time extensions or gap funding pursuant to this initiative must submit tax credit reprocessing applications including all appropriate fees, which includes 2 hard copies and 2 disks, by not later than April 30, 2008. GO Zone projects must utilize the 2007/2008 (FA) application located on the agency's web-site.

**Projects not qualified for Initiative**

1. Those projects identified by the Agency as "HANO's Big 4" namely St. Bernard, CJ Peete, LaFitte, and BW Cooper. HANO's Big 4 projects have already been reprocessed and are not expected to participate in this initiative. No additional gap financing is available to HANO's Big 4 based upon representations of HANO and HUD that these projects are feasible and viable with previously disclosed resources.
2. "Agency 202's", namely, Annunciation Inn, Delille Inn, Nazareth Inn I and II, St. John Berchman's, St. Martin Manor, Villa Additions, are not eligible for this gap financing initiative. The agency is administering the 202 projects separate from this initiative; therefore no defaulted 202 project can qualify for financing under this initiative.

3. **Projects previously processed and approved for material changes, such as site changes and that previously committed to the agency the completion of the projects with no additional resources.**
4. **Projects that have closed on their construction financing prior to the announcement of this initiative.**

Notwithstanding the foregoing, developers of GO Zone projects that anticipate closing prior to June 30, 2008 and that do not need any additional resources are requested to execute item A-1 only.

Developer/Taxpayers requesting additional resources or extension of time to close in this competitive process will be required to submit a tax credit reprocessing application to confirm the continued feasibility and viability of their projects and an updated market study.

Developers may request sufficient credits to eliminate any gap caused by credit pricing devaluation. This initiative is not intended to increase any project's total development cost as reflected in the last review of the project by the agency.

Developers that fail to submit a reprocessing application by the April 30, 2008 will not qualify for any additional gap financing or time extensions. Projects that are deemed infeasible or no longer viable will be required to return any resources reserved or allocated following appropriate appeal process (as it relates to the F&V)

The Developer/Taxpayer must certify that no other resources are available to fill the identified funding gap. Credit allocation and deferrals of credit recapture and the provision of additional resources will be made to projects in descending rank order as described in Exhibit A, Section C.

Additional CDBG Funds: In the case of projects reserved CDBG Funds, LRA/OCD has advised the agency that additional CDBG Funds may be made available. Projects located in the eight parishes with the most damages, namely Calcasieu, Cameron, Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany, Vermillion may qualify for budgeted but unallocated CDBG funds that are not encumbered in connection with this initiative. Such projects may have to meet additional criteria specified by LRA/OCD.

Additional GO Zone Credits: The Agency has approximately \$3.9 million of GO Zone Credits for projects in the GO Zone.

Per Capita Credits: Projects outside of the GO Zone may have access to additional per capita credits that may be returned to the Agency by the end of 2008 or from the 2009 per capita credits when the 2009 QAP is in final form later this year. At this time, no per capita credits have been returned to the Agency.

Projects located outside the GO Zone, participating in this initiative, will be at risk of having their credit reservations rescinded or credit allocations recaptured if additional credits or other soft funds are not made available by the end of 2008.

Other Soft Funds: The Agency may make available to CHDOs and other nonprofit developers which received credits from the tax credit set-aside for nonprofits a combination of HOME Funds or State Housing Trust Funds to fill funding gaps.

Exhibit A contains a certification that if a project developer requests an extension of time and /or additional resources in order to close and if there are sufficient resources made available, the developer must close financing by no later than August 30, 2008. Conversely if an extension of time is not granted or there are insufficient resources available to close by June 30<sup>th</sup>, in case of projects located in GO Zone, all GO Zone Credits will be automatically recaptured or rescinded effectively on July 1, 2008 pending formal Board action on July 9, 2008.

**UNANIMOUS CONSENT OF THE MEMBERS OF  
AAMAGIN PROPERTY GROUP, L.L.C.**

The undersigned constitute all the members of AAmagin Property Group, LLC, a Louisiana limited liability company (the "Company"), and hereby adopt the following recitals and resolutions

**RECITALS**

**WHEREAS**, AAmagin and/or its affiliate entered into a Purchase and Sale Agreement to assist in arranging purchase of a certain tract of land located in the St Landry Parish, State of Louisiana upon which the Project will be located; and

**WHEREAS**, AAmagin in its capacity as Fiscal General Partner of St Landry Crossing Limited Partnership II, applied and received an reservation of Low Income Housing Tax Credits ("LIHTC") to assist in financing construction and place in service the Project: and

**THEREFORE, BE IT RESOLVED**, that AAmagin Property Group, LLC members hereby authorize AAmagin and its President, Will J. Belton, to represent the applicant in matters for which will be the subject of litigation to prevent a taking of the project low income housing tax credits

EXECUTED this 10<sup>th</sup> day of July, 2008.

**MEMBER:**

**W J BELTON COMPANY, L.L.C.**

By:

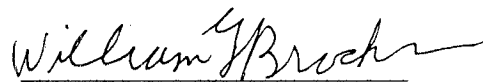


Will J. Belton, Manager

**MEMBER:**

**SUNQUEST PROPERTIES, INC.**

By:



William "Bill" Brockman, President

**UNANIMOUS CONSENT OF THE MEMBERS OF  
AAMAGIN PROPERTY GROUP, L.L.C.**

The undersigned constitute all the members of AAmagin Property Group, LLC, a Louisiana limited liability company (the "Company"), and hereby adopt the following recitals and resolutions

**RECITALS**

**WHEREAS**, AAmagin and/or its affiliate entered into a Purchase and Sale Agreement to assist in arranging purchase of a certain tract of land located in the Calcasieu Parish, State of Louisiana upon which the Project will be located; and

**WHEREAS**, AAmagin in its capacity as Fiscal General Partner of Renoir Acres Limited Partnership I, applied and received an reservation of Low Income Housing Tax Credits ("LIHTC") to assist in financing construction and place in service the Project: and

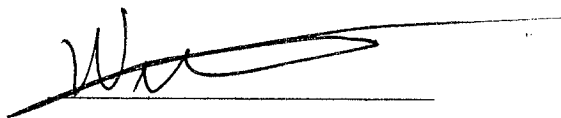
**THEREFORE, BE IT RESOLVED**, that AAmagin Property Group, LLC members hereby authorize AAmagin and its President, Will J. Belton, to represent the applicant in matters for which will be the subject of litigation to prevent a taking of the project low income housing tax credits

EXECUTED this 10<sup>th</sup> day of July, 2008.

**MEMBER:**

**W J BELTON COMPANY, L.L.C.**

By:



Will J. Belton, Manager

**MEMBER:**

**SUNQUEST PROPERTIES, INC.**

By:



William "Bill" Brockman, President

**UNANIMOUS CONSENT OF THE DIRECTORS  
CITY OF GRAMBLING COMMUNITY DEVELOPMENT CORPORATION**

The undersigned constitute the entire Directors City of Grambling Community Development Corporation. ("Grambling CDC");

**WHEREAS**, the City Council of the City of Grambling adopted a Joint Resolution in April 2007, authorizing, amongst other things, the City of Grambling and Grambling Housing Authority enter into a Cooperative Endeavor Grambling Community Development Services Agreement with AAmagin Property Group, L.L.C. ("AAmagin") to act as its Consultant/Developer/Agent to assist in development of Serenity Place Elderly Community (the "Project"), a low income housing tax credit project and manage an affordable housing development located in the City of Grambling, Lincoln Parish, Louisiana: and

**WHEREAS**, AAmagin entered into a Purchase and Sale Agreement to assist in arranging purchase of a certain tract of land located in the City of Grambling, State of Louisiana upon which the Project will be located; and

**WHEREAS**, AAmagin in its capacity as Consultant/Developer/Agent, applied and received an reservation of Low Income Housing Tax Credits ("LIHTC") to assist in financing construction and place in service the Project: and

**THEREFORE, BE IT RESOLVED**, that Grambling CDC Directors hereby authorize AAmagin and its President, Will J. Belton, to represent the applicant in matters for which will be the subject of litigation to prevent a taking of the project low income housing tax credits

EXECUTED this 10<sup>th</sup> day of July, 2008.

**City of Grambling Community Development Corporation**

By: Martha W. Andrus

Martha Andrus, Mayor/Director



**UNANIMOUS CONSENT OF THE MEMBERS OF  
AAMAGIN PROPERTY GROUP, L.L.C.**

The undersigned constitute all the members of AAmagin Property Group, LLC, a Louisiana limited liability company (the "Company"), and hereby adopt the following recitals and resolutions

**RECITALS**

**WHEREAS**, AAmagin and/or its affiliate entered into a Purchase and Sale Agreement to assist in arranging purchase of a certain tract of land located in the City of Sulphur, State of Louisiana upon which the Project will be located; and

**WHEREAS**, AAmagin in its capacity as Fiscal General Partner of Monet Acres Limited Partnership I, applied and received an reservation of Low Income Housing Tax Credits ("LIHTC") to assist in financing construction and place in service the Project: and

**THEREFORE, BE IT RESOLVED**, that AAmagin Property Group, LLC members hereby authorize AAmagin and its President, Will J. Belton, to represent the applicant in matters for which will be the subject of litigation to prevent a taking of the project low income housing tax credits

EXECUTED this 10<sup>th</sup> day of July, 2008.

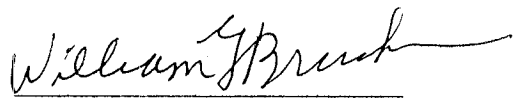
**MEMBER:**

**MEMBER:**

**W J BELTON COMPANY, L.L.C.**

**SUNQUEST PROPERTIES, INC.**

By: 

By: 

Will J. Belton, Manager

William "Bill" Brockman, President

**UNANIMOUS CONSENT OF THE MEMBERS OF  
AAMAGIN PROPERTY GROUP, L.L.C.**

The undersigned constitute all the members of AAmagin Property Group, LLC, a Louisiana limited liability company (the "Company"), and hereby adopt the following recitals and resolutions

**RECITALS**

**WHEREAS**, AAmagin and/or its affiliate entered into a Purchase and Sale Agreement to assist in arranging purchase of a certain tract of land located in the Rapides Parish, State of Louisiana upon which the Project will be located; and

**WHEREAS**, AAmagin in its capacity as Fiscal General Partner of Hideaway Crossing Limited Partnership III, applied and received an reservation of Low Income Housing Tax Credits ("LIHTC") to assist in financing construction and place in service the Project: and

**THEREFORE, BE IT RESOLVED**, that AAmagin Property Group, LLC members hereby authorize AAmagin and its President, Will J. Belton, to represent the applicant in matters for which will be the subject of litigation to prevent a taking of the project low income housing tax credits

EXECUTED this 10<sup>th</sup> day of July, 2008.

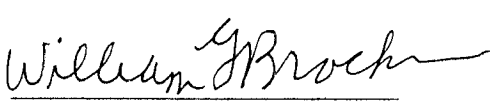
**MEMBER:**

**MEMBER:**

**W J BELTON COMPANY, L.L.C.**

**SUNQUEST PROPERTIES, INC.**

By: 

By: 

Will J. Belton, Manager

William "Bill" Brockman, President



# Louisiana Housing Finance Agency

P-3

**KATHLEEN BABINEAUX BLANCO**  
GOVERNOR

**MILTON J. BAILEY**  
PRESIDENT

2415 QUAIL DRIVE  
BATON ROUGE, LOUISIANA 70808  
(225) 763-8700  
FAX (225) 763-8710  
TTY/TDD (225) 763-8762

September 29, 2006

Mr. Will Belton  
Renoir Limited Partnership I  
6554 Florida Blvd., Ste. 107  
Baton Rouge, LA 70806

**RE: Reservation Letter  
Renoir Acres Estates I, 06(2)-276**

Dear Mr. Belton:

The Board of Commissioners of the Louisiana Housing Finance Agency conditionally reserved low-income housing tax credits of \$711,741.00 to the buildings as specified in your application. The Agency computed the amount of Tax Credits reserved for your project utilizing the actual credit percentages published by the Treasury Department of 8.15% for new construction and 3.49% for acquisition or federally subsidized new construction for the month of October 2006.

Section 42(b)(2)(A)(ii) of the Internal Revenue Code of 1986 (the Code) as amended, permits the Taxpayer to elect the credit percentage for the month in which the Taxpayer and the Agency enter into a binding agreement with respect to such buildings (which is binding on the Agency, the Taxpayer and all successors in interest) as to the housing credit dollar amount to be allocated to such buildings. Enclosed is a Housing Credit Percentage Commitment Agreement (the Credit Agreement), which has been executed by the Agency.

The Credit Agreement serves as the basis for compliance with the provisions of the Code and the Internal Revenue Service (IRS) Guidelines governing the manner in which the Taxpayer may exercise the election to utilize a Credit Percentage for a month other than the month in which a building is placed in service.

The following steps must be followed by Renoir Limited Partnership I within the specified period:

<u>Steps</u>	<u>Time Period</u>
1. Execute Credit Agreement	Not later than the end of October, 2006
2. Record Credit Agreement in Mortgage and Conveyance Records for the Parish in which the project is located.	Not later than the end of October, 2006.
3. Execute before a Notary the	Not later than the end of October, 2006.

*An Equal Opportunity Employer*



Credit Percentage Election  
Form (the Election Form)

4. Return a certified copy of the recorded Credit Agreement and original Election Form (retain copy of Credit Agreement and Election Form for your records.) On or before the 5<sup>th</sup> day of November, 2006.


The Agency reserved the award of Tax Credits for the referenced buildings conditioned upon receipt by no later than the end of the 5<sup>th</sup> day following this month of (i) the Credit Award Fee equal to five percent (5%) of the annual tax credit reservation in the form of a certified check or money order and (ii) upon execution, a copy of the Credit Agreement, indicating thereon the date on and public records conveyance within which it was filed along with the exhibits for an irrevocable election by the Taxpayer to utilize the Credit Percentage specified above, must be returned to the Agency. **If the Credit Agreement and attached exhibits are not returned in the manner specified by the date stated above, the Agency will cancel the Tax Credits conditionally reserved for your project.** The Agency also conditions the delivery of Form 8609 upon receipt within ten (10) days of the date the project has been placed in service, evidence that the captioned project has been placed in service in accordance with the restrictions and limitations outlined in the Low Income Housing Tax Credit Application Package (the Application) submitted by the Taxpayer. The Agency will cancel any reservation of Tax Credits if satisfactory progress is not made in completing the captioned project within the Project Schedule in the Application.

The devastation to Louisiana's housing stock and the acute housing crisis caused by Hurricanes Katrina and Rita demand that housing be expeditiously produced in order to shelter the tens of thousands of displaced Louisiana residents. Please note that a taxpayer/owner must deliver to the Agency all carry forward allocation documentation, including an appropriate attorney or CPA opinion in the format prescribed by the Agency, on or before March 1, 2007. Additionally, project schedules will be reviewed, on a not less than quarterly basis, to ensure timely completion of the developments. Any delays in excess of three months, in any element of the project, will constitute a reprocessing change and be subject to reprocessing.

Please be advised that your final allocation of tax credits is subject to certification of all information as submitted in your application to this Agency for 2006 Low-Income Housing Tax Credits and upon your project complying with all Agency imposed and statutorily required reviews and analysis as of the placed in service date of the project. This justification and certification in the form of appropriate documentation must be provided to the Agency prior to delivery of Form 8609.

Please contact this office should you have any questions.

Sincerely,

  
Milton J. Bailey  
President

*Enclosures*

Credit Percentage Election  
Form (the Election Form)

4. Return a certified copy of the recorded Credit Agreement and original Election Form (retain copy of Credit Agreement and Election Form for your records.) On or before the 5<sup>th</sup> day of November, 2006.

The Agency reserved the award of Tax Credits for the referenced buildings conditioned upon receipt by no later than the end of the 5<sup>th</sup> day following this month of (i) the Credit Award Fee equal to five percent (5%) of the annual tax credit reservation in the form of a certified check or money order and (ii) upon execution, a copy of the Credit Agreement, indicating thereon the date on and public records conveyance within which it was filed along with the exhibits for an irrevocable election by the Taxpayer to utilize the Credit Percentage specified above, must be returned to the Agency. **If the Credit Agreement and attached exhibits are not returned in the manner specified by the date stated above, the Agency will cancel the Tax Credits conditionally reserved for your project.** The Agency also conditions the delivery of Form 8609 upon receipt within ten (10) days of the date the project has been placed in service, evidence that the captioned project has been placed in service in accordance with the restrictions and limitations outlined in the Low Income Housing Tax Credit Application Package (the Application) submitted by the Taxpayer. The Agency will cancel any reservation of Tax Credits if satisfactory progress is not made in completing the captioned project within the Project Schedule in the Application.

The devastation to Louisiana's housing stock and the acute housing crisis caused by Hurricanes Katrina and Rita demand that housing be expeditiously produced in order to shelter the tens of thousands of displaced Louisiana residents. Please note that a taxpayer/owner must deliver to the Agency all carry forward allocation documentation, including an appropriate attorney or CPA opinion in the format prescribed by the Agency, on or before March 1, 2007. Additionally, project schedules will be reviewed, on a not less than quarterly basis, to ensure timely completion of the developments. Any delays in excess of three months, in any element of the project, will constitute a reprocessing change and be subject to reprocessing.

Please be advised that your final allocation of tax credits is subject to certification of all information as submitted in your application to this Agency for 2006 Low-Income Housing Tax Credits and upon your project complying with all Agency imposed and statutorily required reviews and analysis as of the placed in service date of the project. This justification and certification in the form of appropriate documentation must be provided to the Agency prior to delivery of Form 8609.

Please contact this office should you have any questions.

Sincerely,



Milton J. Bailey  
President

*Enclosures*



# Louisiana Housing Finance Agency

KATHLEEN BABINEAUX BLANCO  
GOVERNOR

MILTON J. BAILEY  
PRESIDENT

2415 QUAIL DRIVE  
BATON ROUGE, LOUISIANA 70808  
(225) 763-8700  
FAX (225) 763-8710  
TTY/TDD (225) 763-8762

September 29, 2006

Mr. Will Belton  
Monet Limited Partnership I  
6554 Florida Blvd., Ste. 107  
Baton Rouge, LA 70806

**RE: Reservation Letter  
Monet Acres Estates I, 06(2)-274**

Dear Mr. Belton:

The Board of Commissioners of the Louisiana Housing Finance Agency conditionally reserved low-income housing tax credits of \$727,415.00 to the buildings as specified in your application. The Agency computed the amount of Tax Credits reserved for your project utilizing the actual credit percentages published by the Treasury Department of 8.15% for new construction and 3.49% for acquisition or federally subsidized new construction for the month of October 2006.

Section 42(b)(2)(A)(ii) of the Internal Revenue Code of 1986 (the Code) as amended, permits the Taxpayer to elect the credit percentage for the month in which the Taxpayer and the Agency enter into a binding agreement with respect to such buildings (which is binding on the Agency, the Taxpayer and all successors in interest) as to the housing credit dollar amount to be allocated to such buildings. Enclosed is a Housing Credit Percentage Commitment Agreement (the Credit Agreement), which has been executed by the Agency.

The Credit Agreement serves as the basis for compliance with the provisions of the Code and the Internal Revenue Service (IRS) Guidelines governing the manner in which the Taxpayer may exercise the election to utilize a Credit Percentage for a month other than the month in which a building is placed in service.

The following steps must be followed by Monet Limited Partnership I within the specified period:

<u>Steps</u>	<u>Time Period</u>
1. Execute Credit Agreement	Not later than the end of October, 2006
2. Record Credit Agreement in Mortgage and Conveyance Records for the Parish in which the project is located.	Not later than the end of October, 2006.
3. Execute before a Notary the	Not later than the end of October, 2006.

*An Equal Opportunity Employer*

**PROJECTS WITH GO-ZONE CREDITS THAT DO NOT RESPOND BY APRIL 30<sup>TH</sup>, 2008 WILL BE RECAPTURED ACCORDING TO THE LANGUAGE CONTAINED HEREIN AND NO FURTHER EXTENSIONS WILL BE GRANTED.**

**Closing Extensions and Financing Funding Gap Analysis Criteria and Priorities**

A. Developers of GO Zone Projects that **DO NOT REQUIRE ANY ADDITIONAL RESOURCES**, and as indicated by previous representations, can close by no later than June 30, 2008 are asked to submit:

1. Certified statement below by no later than April 30, 2008

"This is to certify that (project name) is anticipated to close no later than June 30, 2008 and that I will submit to the agency no later than 15-days after the closing an executed copy of the construction contract." I am aware that failure to close by June 30 will result in recapture of the LIHTC's awarded to this project.

B. Developers **REQUIRING ADDITIONAL RESOURCES** or an **EXTENSION** of the **closing date deadline of June 30, 2008 to August 30, 2008** are required to submit **a reprocessing application including appropriate fees and Items 2-8** no later than April 30, 2008.

2. Firm commitment from purchaser of LIHTC with contact information for independent verification, including pricing.

3. Firm commitment from construction and permanent lender with contact information for independent verification.

4. Firm commitment from all independent sources of funds with contact information for independent verification (grants, HOME funds, etc).

5. Final set of plans and specifications with contact information for architect.

6. Construction contract with contact information for general contractor (building permit if available).

7. Confirmation of ability to close on existing site, without material change including but not limited to site control and zoning with letter of community support preferred.

**NOTE:** We request that you submit items 5 & 6 in digital "pdf" format on CD. We understand that the Construction Documents will be large files so please submit those documents in computer CD format.

8. Certified statement below:

"This is to certify that (project name), if awarded the additional resources requested and/or an extension of the deadline for closing, will close no later than August 30, 2008 and that the resources identified in the reprocessing application are necessary to fill financial shortfalls in the above named project. If resources are not available to fill the gap and/or an extension of time is not granted, I understand that credits currently reserved or allocated to the "Project" will be

withdrawn or recaptured effectively on July 1, 2008 pending formal Board action on July 9, 2008."

- C. Funding priorities will be grouped as follows and contingent upon submission of an updated market study submitted to the agency by May 30, 2008 and satisfactory feasibility/viability analysis.

**Group A**

Projects that supply Item A1;

**Group B**

Projects which can evidence ability to meet or supply substantially items 2-8 with no major impediment to closing;

**Group C**

All other projects, including GO Zone projects that do not respond within the required by April 30, 2008, 4:30 CT.

Within each group, projects will be ranked as follows:

First, by funding round with priority given to most recently funded 07/08(FA) projects followed by earlier funding rounds. Second, according to their scores as it currently stands.

It is the Agency's intent, to evaluate and rank projects according to the aforementioned criteria. Once ranked, the agency will use all available resources, including available CDBG funds and recaptured/reserved credits from the lowest priority group, Group C, to fund gaps of projects that are postured to move forward, as evidence by the project submissions.

**Timeline:**

April 9, 2008	Announcement of program to developers and adoption by Board of Commissioners.
April 30, 2008	Deadline required to submit A or B cited above for program participation including reprocessing application and fees for section B.
June 30, 2008	Deadline for GO-ZONE projects not receiving an allocation of additional resources or extension of time, must close on financing.
July 1, 2008	Publication to development community and Board of Commissioners on recaptured credits and recommendations on awards. Effective date of recapture/rescindment of tax credits and/or CDBG funds for any GO Zone projects not closed or receiving additional funding unless previously extended by LHFA Board action, however, no formal action will be taken by the Board until the July 9 <sup>th</sup> BOC meeting..
July 9, 2008	Staff will present final recommendations to the Board on tax credit awards and recapture of credits or reservations.
August 30, 2008	Deadline for closing on GO Zone projects receiving additional funding or and/or an extension of time.



# Louisiana Housing Finance Agency

P-3

KATHLEEN BABINEAUX BLANCO  
GOVERNOR

MILTON J. BAILEY  
PRESIDENT

2415 QUAIL DRIVE  
BATON ROUGE, LOUISIANA 70808  
(225) 763-8700  
FAX (225) 763-8710  
TTY/TDD (225) 763-8762

November 2, 2007

Will Belton  
Hideaway Crossing III Limited Partnership  
6554 Florida Boulevard, Suite 107  
Baton Rouge, LA 70806

**RE: Reservation Letter  
Hideaway Crossing III, #07/08(PC)-041**

Dear Mr. Belton:

The Board of Commissioners of the Louisiana Housing Finance Agency conditionally reserved low-income housing tax credits of **\$681,800.00** from the 2007 LIHTC Credit Ceiling to the buildings as specified in your application. The Agency computed the amount of Tax Credits reserved for your project utilizing the actual credit percentages published by the Treasury Department of **8.08%** for new construction and **3.46%** for acquisition or federally subsidized new construction for the month of **November 2007**.

Section 42(b)(2)(A)(ii) of the Internal Revenue Code of 1986 (the Code) as amended, permits the Taxpayer to elect the credit percentage for the month in which the Taxpayer and the Agency enter into a binding agreement with respect to such buildings (which is binding on the Agency, the Taxpayer and all successors in interest) as to the housing credit dollar amount to be allocated to such buildings. Enclosed is a Housing Credit Percentage Commitment Agreement (the Credit Agreement), which has been executed by the Agency.

The Credit Agreement serves as the basis for compliance with the provisions of the Code and the Internal Revenue Service (IRS) Guidelines governing the manner in which the Taxpayer may exercise the election to utilize a Credit Percentage for a month other than the month in which a building is placed in service.

The following steps must be followed by Taxpayer within the specified period:

<u>Steps</u>	<u>Time Period</u>
1. Execute Credit Agreement	Not later than the end of <b>November 2007</b> .
2. Record Credit Agreement in Mortgage and Conveyance	Not later than the end of <b>November 2007</b> .

*An Equal Opportunity Employer*

**Records for the Parish in  
which the project is located.**

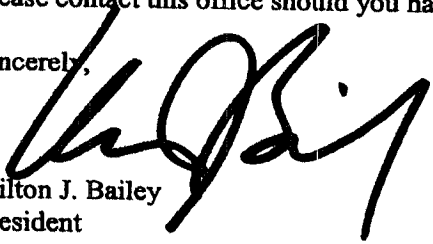
3. Execute before a Notary the Credit Percentage Election Form (the Election Form) Not later than the end of **November 2007**.
  
4. Return a certified copy of the recorded Credit Agreement and original Election Form (retain copy of Credit Agreement and Election Form for your records.) On or before the 5<sup>th</sup> day of **December 2007**.

The Agency reserved the award of Tax Credits for the referenced buildings conditioned upon receipt by no later than the end of the 5<sup>th</sup> day following this month of (i) the Credit Award Fee equal to five percent (5%) of the annual tax credit reservation in the form of a certified check or money order and (ii) upon execution, a copy of the Credit Agreement, indicating thereon the date on and public records conveyance within which it was filed along with the exhibits for an irrevocable election by the Taxpayer to utilize the Credit Percentage specified above, must be returned to the Agency. **If the Credit Agreement and attached exhibits are not returned in the manner specified by the date stated above, the Agency will cancel the Tax Credits conditionally reserved for your project.** The Agency also conditions the delivery of Form 8609 upon receipt within ten (10) days of the date the project has been placed in service of evidence that the captioned project has been placed in service in accordance with the restrictions and limitations outlined in the Low Income Housing Tax Credit Application Package (the Application) submitted by the Taxpayer. The Agency will cancel any reservation of Tax Credits if satisfactory progress is not made in completing the captioned project within the Project Schedule in the Application.

**All Taxpayer/Owners must deliver to the Agency all carry forward allocation documentation, including an appropriate attorney or CPA opinion in the format prescribed by the Agency, on or before December 1, 2007.** Please be advised that your final allocation of tax credits is subject to certification of all information as submitted in your application to this Agency for 2007/2008(PC) Low-Income Housing Tax Credits and upon your project complying with all Agency imposed and statutorily required reviews and analysis as of the placed in service date of the project. This justification and certification in the form of appropriate documentation must be provided to the Agency prior to delivery of Form 8609.

Please contact this office should you have any questions.

Sincerely,



Milton J. Bailey  
President

*Enclosures*



# Louisiana Housing Finance Agency

P-3

**KATHLEEN BABINEAUX BLANCO**  
GOVERNOR

**MILTON J. BAILEY**  
PRESIDENT

2415 QUAIL DRIVE  
BATON ROUGE, LOUISIANA 70808  
(225) 763-8700  
FAX (225) 763-8710  
TTY/TDD (225) 763-8762

November 2, 2007

Will Belton  
St. Landry Crossing II Limited Partnership  
6554 Florida Boulevard, Suite 107  
Baton Rouge, LA 70806

**RE: Reservation Letter**  
**St. Landry Crossing II, #07/08(PC)-039**

Dear Mr. Belton:

The Board of Commissioners of the Louisiana Housing Finance Agency conditionally reserved low-income housing tax credits of **\$660,933.00** from the 2007 LIHTC Credit Ceiling to the buildings as specified in your application. The Agency computed the amount of Tax Credits reserved for your project utilizing the actual credit percentages published by the Treasury Department of **8.08%** for new construction and **3.46%** for acquisition or federally subsidized new construction for the month of **November 2007**.

Section 42(b)(2)(A)(ii) of the Internal Revenue Code of 1986 (the Code) as amended, permits the Taxpayer to elect the credit percentage for the month in which the Taxpayer and the Agency enter into a binding agreement with respect to such buildings (which is binding on the Agency, the Taxpayer and all successors in interest) as to the housing credit dollar amount to be allocated to such buildings. Enclosed is a Housing Credit Percentage Commitment Agreement (the Credit Agreement), which has been executed by the Agency.

The Credit Agreement serves as the basis for compliance with the provisions of the Code and the Internal Revenue Service (IRS) Guidelines governing the manner in which the Taxpayer may exercise the election to utilize a Credit Percentage for a month other than the month in which a building is placed in service.

The following steps must be followed by Taxpayer within the specified period:

<u>Steps</u>	<u>Time Period</u>
1. Execute Credit Agreement	Not later than the end of <b>November 2007</b> .
2. Record Credit Agreement in Mortgage and Conveyance	Not later than the end of <b>November 2007</b> .

*An Equal Opportunity Employer*

**Records for the Parish in  
which the project is located.**

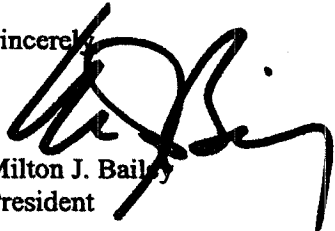
3. Execute before a Notary the Credit Percentage Election Form (the Election Form) Not later than the end of November 2007.
  
4. Return a certified copy of the recorded Credit Agreement and original Election Form (retain copy of Credit Agreement and Election Form for your records.) On or before the 5<sup>th</sup> day of December 2007.

The Agency reserved the award of Tax Credits for the referenced buildings conditioned upon receipt by no later than the end of the 5<sup>th</sup> day following this month of (i) the Credit Award Fee equal to five percent (5%) of the annual tax credit reservation in the form of a certified check or money order and (ii) upon execution, a copy of the Credit Agreement, indicating thereon the date on and public records conveyance within which it was filed along with the exhibits for an irrevocable election by the Taxpayer to utilize the Credit Percentage specified above, must be returned to the Agency. **If the Credit Agreement and attached exhibits are not returned in the manner specified by the date stated above, the Agency will cancel the Tax Credits conditionally reserved for your project.** The Agency also conditions the delivery of Form 8609 upon receipt within ten (10) days of the date the project has been placed in service of evidence that the captioned project has been placed in service in accordance with the restrictions and limitations outlined in the Low Income Housing Tax Credit Application Package (the Application) submitted by the Taxpayer. The Agency will cancel any reservation of Tax Credits if satisfactory progress is not made in completing the captioned project within the Project Schedule in the Application.

**All Taxpayer/Owners must deliver to the Agency all carry forward allocation documentation, including an appropriate attorney or CPA opinion in the format prescribed by the Agency, on or before December 1, 2007.** Please be advised that your final allocation of tax credits is subject to certification of all information as submitted in your application to this Agency for 2007/2008(PC) Low-Income Housing Tax Credits and upon your project complying with all Agency imposed and statutorily required reviews and analysis as of the placed in service date of the project. This justification and certification in the form of appropriate documentation must be provided to the Agency prior to delivery of Form 8609.

Please contact this office should you have any questions.

Sincerely,



Milton J. Bailey  
President

*Enclosures*



# Louisiana Housing Finance Agency

KATHLEEN BABINEAUX BLANCO  
GOVERNOR

MILTON J. BAILEY  
PRESIDENT

2415 QUAIL DRIVE  
BATON ROUGE, LOUISIANA 70808  
(225) 763-8700  
FAX (225) 763-8710  
TTY/TDD (225) 763-8762

November 2, 2007

Martha Alexander-Belton  
Serenity Place Limited Partnership  
6554 Florida Boulevard, Suite 107  
Baton Rouge, LA 70806

**RE: Reservation Letter  
Serenity Place Elderly Community, #07/08(PC)-40**

Dear Ms. Alexander-Belton:

The Board of Commissioners of the Louisiana Housing Finance Agency conditionally reserved low-income housing tax credits of **\$469,934.00** from the 2007 LIHTC Credit Ceiling to the buildings as specified in your application. The Agency computed the amount of Tax Credits reserved for your project utilizing the actual credit percentages published by the Treasury Department of **8.08%** for new construction and **3.46%** for acquisition or federally subsidized new construction for the month of **November 2007**.

Section 42(b)(2)(A)(ii) of the Internal Revenue Code of 1986 (the Code) as amended, permits the Taxpayer to elect the credit percentage for the month in which the Taxpayer and the Agency enter into a binding agreement with respect to such buildings (which is binding on the Agency, the Taxpayer and all successors in interest) as to the housing credit dollar amount to be allocated to such buildings. Enclosed is a Housing Credit Percentage Commitment Agreement (the Credit Agreement), which has been executed by the Agency.

The Credit Agreement serves as the basis for compliance with the provisions of the Code and the Internal Revenue Service (IRS) Guidelines governing the manner in which the Taxpayer may exercise the election to utilize a Credit Percentage for a month other than the month in which a building is placed in service.

The following steps must be followed by Taxpayer within the specified period:

<u>Steps</u>	<u>Time Period</u>
1. Execute Credit Agreement	Not later than the end of <b>November 2007</b> .
2. Record Credit Agreement in Mortgage and Conveyance	Not later than the end of <b>November 2007</b> .

*An Equal Opportunity Employer*

**Records for the Parish in  
which the project is located.**

3. Execute before a Notary the Credit Percentage Election Form (the Election Form) Not later than the end of November 2007.
  
4. Return a certified copy of the recorded Credit Agreement and original Election Form (retain copy of Credit Agreement and Election Form for your records.) On or before the 5<sup>th</sup> day of December 2007.

The Agency reserved the award of Tax Credits for the referenced buildings conditioned upon receipt by no later than the end of the 5<sup>th</sup> day following this month of (i) the Credit Award Fee equal to five percent (5%) of the annual tax credit reservation in the form of a certified check or money order and (ii) upon execution, a copy of the Credit Agreement, indicating thereon the date on and public records conveyance within which it was filed along with the exhibits for an irrevocable election by the Taxpayer to utilize the Credit Percentage specified above, must be returned to the Agency. If the Credit Agreement and attached exhibits are not returned in the manner specified by the date stated above, the Agency will cancel the Tax Credits conditionally reserved for your project. The Agency also conditions the delivery of Form 8609 upon receipt within ten (10) days of the date the project has been placed in service of evidence that the captioned project has been placed in service in accordance with the restrictions and limitations outlined in the Low Income Housing Tax Credit Application Package (the Application) submitted by the Taxpayer. The Agency will cancel any reservation of Tax Credits if satisfactory progress is not made in completing the captioned project within the Project Schedule in the Application.

**All Taxpayer/Owners must deliver to the Agency all carry forward allocation documentation, including an appropriate attorney or CPA opinion in the format prescribed by the Agency, on or before December 1, 2007.** Please be advised that your final allocation of tax credits is subject to certification of all information as submitted in your application to this Agency for 2007/2008(PC) Low-Income Housing Tax Credits and upon your project complying with all Agency imposed and statutorily required reviews and analysis as of the placed in service date of the project. This justification and certification in the form of appropriate documentation must be provided to the Agency prior to delivery of Form 8609.

Please contact this office should you have any questions.

Sincerely,



Milton J. Bailey  
President

*Enclosures*

AAMAGIN PROPERTY GROUP, LLC

NUMBER:

DIVISION:

VERSUS

19<sup>TH</sup> JUDICIAL DISTRICT COURT

THE LOUISIANA HOUSING FINANCE  
AGENCY

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

---

**MEMORANDUM OF LAW IN SUPPORT OF  
PETITION FOR DECLARATORY RELIEF**

MAY IT PLEASE THE COURT:

**STATEMENT OF FACTS**

The plaintiff, AAMAGIN PROPERTY GROUP, LLC (hereinafter "Plaintiff"), is Louisiana Limited Liability Company representing the following proposed housing developments ("Applicants") which were awarded affordable housing tax credits by the defendant, Louisiana Housing Finance Agency. See tax credit award letters attached hereto and made a part hereof marked "P-1" for identifications herewith). These tax credits amounted to approximately twenty-five million dollars over a ten year period to the Applicants. Additionally, plaintiff has already invested in excess of two million dollars of its own capital into developing some of the Applicants housing developments.

After receiving the tax credit awards referenced above plaintiff along with other developers begin to experience the negative impact of the down turn in the housing market created in large part by the sub-prime lending crisis, high gas prices and other consumer indicators. This negative impact created a GAP in the Applicants financing which caused the purchasers of the tax credits ("Syndicators"), to become less interested.

As a result of this negative impact the defendant created the GAP Initiative which was designed to address the GAP issue by providing additional benefits to the developments. Plaintiff asserts that the GAP Initiative superseded all prior Qualified Application Plans which were used by the defendant to award affordable housing tax credits. (A copy of the GAP Initiative and its exhibit is attached hereto and made a part hereof marked "P-1" for identification herewith).

Since Applicants were all affected by the GAP financing, plaintiff re-submitted their applications for additional tax credits. As will be shown at the trial, plaintiff was suggesting alternative ways of acquiring the GAP funding in addition to whatever funds the defendant could provide. Some of those alternatives were the Louisiana Housing Tax Credit Program and the use of CDBG funds. After resubmitting its applications and prior to the July 9, 2008 Board of

Commissioners meeting, none of defendant's staff members informed the plaintiff that either of these alternatives would result in a denial of its applications.

On July 9, 2008, the Louisiana Housing Finance Agency Board of Commissioners voted in a meeting to take the above referenced tax credits from the Applicants. The defendant's staff recommended that the tax credits be taken or recaptured as a result of the Applicants failure to secure a "firm commitment" from Syndicators or purchasers of the tax credits, and the failure to meet carry over. Carry over is where the developers spends over ten percent of the tax credit award by a specific date which in this case is alleged by the defendant to have been June 15, 2005.

During the meeting and prior to taking the affordable housing tax credits plaintiff's representative, Will J. Belton, addressed the board and requested an extension of time to respond to the defendant's staff recommendations to deny Applicants' applications. He wanted to demonstrate that Applicants had alternative GAP funding available subject to details being worked out and that the Syndicator would purchase the credits once GAP funding was provided by the defendant. Additionally, he wanted to present to the board members many of whom had just been sworn in as new members that the carry over period could be extended again as the defendant had done on previous occasions for other developers. Belton's request for extension of time was denied by the Board.

Staff then recommended that all Applicants be denied because of failure to meet the June 15, 2008 carry over deadline and that a member of staff spoke with Applicants' Syndicator who informed them that they would not purchase the credits. After this representation, the defendant's Board of Commissioners by a close majority vote denied Applicant's applications under the GAP Initiative.

However, the Board did grant extensions of time for some of the other applicants whose applications, similar to plaintiff's applications, were recommended by staff to be denied. Plaintiff contends that this action by the defendant's board resulted in an unequal application of the rules to the plaintiff's detriment in violation of the equal protection clauses of the United States and Louisiana Constitution..

Plaintiff contends that when the defendant created the GAP Initiative program, it failed to establish policies governing the providing of prior notice of the taking of the affordable housing tax credits from Applicants and the right to a due process hearing.

The defendant's actions throughout this process have resulted in numerous constitutional and statutory violations which will be proven at the trial on the merits.

### VENUE

This is an action for declaratory relief under the Fourteenth Amendment of the United States Constitution and Louisiana Constitution Art. 1, Sections 2 and 3.

All suits filed against the State of Louisiana or any state agency may be instituted before the district court of the judicial district in which the state capital is located or in the district court having jurisdiction in the parish in which the cause of action arises. LSA-R.S. 13:5104.

### KEY ISSUES

1. **Plaintiff, a developer representing Applicants processing affordable housing tax credits, was denied equal protection of the Louisiana Housing Finance Agency rules as applied when some of the applicants in the same group as plaintiff were granted extensions of time to respond to staff's recommendation and it was not given an extension in violation of the Equal Protection Clauses of the United States Constitution and the Louisiana Constitution.**
2. **The failure to provide pre-taking notice and a due process hearing should be considered an issue of due process under the United States Constitution and the Louisiana Constitution.**
3. **The standard to be applied in this case is strict scrutiny because Plaintiff has been denied his rights of due process and equal protection.**

### SUMMARY OF THE ARGUMENT

The Louisiana Housing Finance Agency is an administrative agency of the State of Louisiana. It is well established that the administrative process must meet the standards of Due Process and Equal Protection under the Fourteenth Amendment. Where states fail to meet this standard, this failure is subject to strict scrutiny and requires the state to present a compelling reason to justify such failure.

In the present case, the action of the defendant's board took property (tax credits and cash investment) belonging to Applicants without providing prior notice and a due process hearing which fundamental rights are guaranteed by the United States and Louisiana Constitutions. The defendant failed to provide a compelling reason for denying plaintiff these fundamental rights.

Accordingly, these failures by the defendant violates Due Process and Equal Protection guaranteed by the Fourteenth Amendment of the United States Constitution and Article 1, §§ 2 and 3 of the Louisiana Constitution. Consequently, the action of the Board to deny Applicants'

application submitted pursuant to the GAP Initiative must be declared a nullity and the plaintiff should be given an extension of time to respond to staff's recommendation.

## ARGUMENT I

**Plaintiff, a developer representing Applicants processing affordable housing tax credits, was denied equal protection of the Louisiana Housing Finance Agency rules as applied when some of the applicants in the same group as plaintiff were granted extensions of time to respond to staff's recommendation and it was not given an extension in violation of the Equal Protection Clauses of the United States Constitution and the Louisiana Constitution.**

### A. Introduction

A denial of any administrative procedural rights is a denial of Plaintiff's fundamental right to a fair administrative hearing, liberty and justice. The United States Supreme Court has been asked to remove barriers to the judicial process and done so when the ends of justice are to be served. See, Boddie v. Connecticut, 401 U.S. 371, 91 S.Ct. 780, 28 L.Ed.2d 113; see also, M.L.B v. S.L.J., 519 U.S. 102, 117 S.Ct. 555, 136 L.Ed.2d 473.

Administrative review has now become an integral part of the Louisiana trial system for finally adjudicating matters involving state agencies.

The preceding discussion also has importance for the correct review of Plaintiff's claims under the Louisiana Constitution. While applicable to both the due process and equal protection claims, it is especially relevant to Plaintiff's equal protection claims under Article 1, § 3 of the Louisiana Constitution.

Article 1, § 3 of the reads:

No person shall be denied the equal protection of the laws. No law shall discriminate against a person because of race or religious ideas, beliefs, or affiliations. No law shall arbitrarily, capriciously, or unreasonably discriminate against a person because of birth, age, sex, culture, physical condition, or political ideas or affiliations. Slavery and involuntary servitude are prohibited, except in the latter case as punishment for crime.

The Louisiana Supreme Court has established that this provision affords an expanded notion of equal protection beyond that which is granted under the Fourteenth Amendment. Sibley v. Board of Supervisors of Louisiana State University, 477 So2d 1094 (La. 1985); Manual v. State, 692 So.2d 320 (La. 1996). As such, the court has declared that Article 1, § 3:

...commands the courts to decline enforcement of a legislative classification of individuals in three different situations: (1) When the law classifies individuals by race or religious beliefs, it shall be repudiated completely (2) when the statute classifies persons on the basis of birth, age, sex, culture, physical condition, or political ideas or affiliations, its enforcement shall be refused unless the state or other advocate of the classification shows that the classification has reasonable

bases; (3) When the law classifies individuals on any other basis, it shall be rejected when ever a member of a disadvantaged class shows that it does not suitably further any appropriate state interest.

The law applicable to a federal equal protection claim is accurately set forth in Williams v. Lallie Kemp Charity Hospital, 428 So.2d 1000, 1009-1010 (La., App. 1<sup>st</sup> Cir. 1983), writ denied 434 So.2d 1093 (La.1983), as follows:

**The [federal constitution requires] equal protection of the laws...When a claim is made that a law violates these provisions, and the claimant belongs to a class receiving disparate treatment, a determination must be made as to whether the law impinges on a “fundamental right” or operates to disadvantage of some “suspect class.” If the law does either of the above, it will be subject to strict scrutiny and be declared invalid unless it is shown that a “compelling governmental interest” exists; if neither a suspect class nor a fundamental right is involved, the test is whether the discriminatory treatment is supported by any rational basis reasonably related to the governmental interest sought to be advanced by it.**

## ARGUMENT II

**The failure to provide pre-taking notice and a due process hearing should be considered issues of due process that is due Plaintiff under the United States Constitution and the Louisiana Constitution.**

The record of the July 9, 2008 Board of Commissioners' meeting will prove that the plaintiff did not get notice of the proposed taking of Applicant's tax credits prior to the meeting.

Due process necessarily includes the right of a party to receive adequate notice informing him of issues to be addressed at administrative hearing and nature of proceeding. U.S.C.A. Const. Amend. 14; LSA-Const. Art. 1, Sect. 2

Federal and state governments are prohibited from depriving a person of life, liberty or property without due process of law. U.S.C.A. Const. Amends. 5, 14; LSA-Const. Art. 1, Sect. 2 State through Louisiana State Bd. of Examiners of Psychologists of Dept. of Health and Human Services v. Atterberry, 664 So.2d. 216, La. App. 1 Cir., 1995.

To claim the protection of constitutional due process, a party must show the existence of some fundamentally protected right, such as a property or liberty interest, which has been adversely affected by State Action. U.S.C.A. Const. Amend. 14. Plaintiff contends that clearly the tax credit awards and its investment in excess of two million dollars of cash in developing Applicants projects are property rights protected by the constitution.

In Delta Bank & Trust Co. v. Lassiter, 383 So.2d 330, the Louisiana Supreme Court instructed that a right to judicial review exists even in an administrative board's decision to deny a person of his rights.

### ARGUMENT III

**The standard to be applied in this case is strict scrutiny because Plaintiff has been denied his rights of due process and equal protection.**

The Court applies “strict scrutiny” to any statute or government act that impairs a “fundamental right.” Where strict scrutiny is invoked, the action will be upheld only if it is necessary to promote a “compelling governmental interest.” Rational basis review applies only when a claim does not involve a fundamental right.

LSA-Const. Art. 1 Sect. 2 states that no person shall be deprived of life, liberty or property, except by due process of law. Among those rights that are “fundamental” is the right to property.

As stated above, there is no doubt that the right of access to the courts and fairness procedures concerning governmental deprivation property is a fundamental right that cannot be impinged

Therefore, Plaintiff argues that there is no compelling governmental interest justifying his loss of due process and equal protection under either the United States Constitution or the Louisiana Constitution.

### ARGUMENT VI

**PLAINTIFF IS ENTITLED TO INJUNCTIVE RELIEF BASED UPON IRREPARABLE INJURY AND VIOLATION OF A PROHIBITED LAW**

LSA-C.C.P. Art. 3601 provides as follows:

An injunction shall issue in cases where irreparable injury, loss or damage may otherwise result to the applicant or in other cases specifically provided by law.

Party seeking preliminary injunction is required to make only prima facie showing of irreparable harm.

Preliminary injunction is interlocutory procedural device designed to preserve existing status between parties pending trial on the merits.

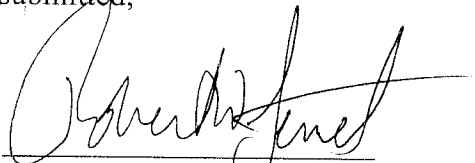
Plaintiff will show during the trial of this case that unless the defendant is enjoined it intends to re-issue the tax credits taken from Applicants in a “Lighting Round” to be held within the next 45 days. Plaintiff will lose the current relationships it has with Syndicators and due to the market continuing to downturn may not be able to close these tax credit projects resulting in a denial of affordable housing to plaintiff’s constituents.

Additionally, irreparable harm is the usual issue in an injunction proceeding, when the plaintiff is alleging that the defendant is acting in direct violation of a prohibited law, there is no need to prove irreparable harm, Hays v. City of Baton Rouge, 421 So.2d 347, 349 (La. App. 1<sup>st</sup> Cir., 1982).

**CONCLUSION**

Based upon the foregoing legal argument and evidence to be presented at trial, the plaintiff requests that this honorable court declare the defendant's action in refusing to grant Applicants an extension of time to be a violation of the due process and equal protection clauses of the United States and Louisiana Constitution and ordering the defendant to grant additional time and a due process hearing to plaintiff to respond to staff's recommendation.

Respectfully submitted,

BY: 

ROBERT W. FENET #05513  
7916 Wrenwood Blvd., Suite F  
Baton Rouge, LA 70809  
(225) 926-5500 (Telephone)  
(225) 923-2834 (Fax)

ERNEST JOHNSON #07290  
1775 Nicholson Drive  
Baton Rouge, LA 70802  
(225) 334-7490 (Telephone)  
(225) 334-7491 (Fax)


CERTIFIED TRUE COPY

003909

DEPUTY CLERK OF COURT

19<sup>TH</sup> JUDICIAL DISTRICT  
EAST BATON ROUGE PARISH, LA  
FILED

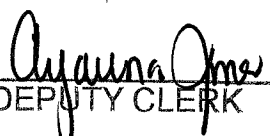
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DEPUTY CLERK & RECORDER FOR

DOUG WELBORN  
CLERK OF COURTE, B.R. PARISH

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TRUE COPY

JUL 16 2008

BY   
DEPUTY CLERK

244

141

**CIVIL SUBPOENA AND  
SUBPOENA DUCES TECUM**

**AAMAGIN PROPERTY GROUP, LLC**  
(Plaintiff)

NUMBER C568850 SECTION 26

vs.

19<sup>th</sup> JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

**THE LOUISIANA HOUSING FINANCE  
AGENCY, ET AL**  
(Defendant)

STATE OF LOUISIANA

**TO: LOUISIANA HOUSING FINANCE AGENCY**  
**THROUGH ANY PERSON AUTHORIZED BY LAW TO RECEIVE FOR SERVICE**  
**2415 QUAIL DRIVE**  
**BATON ROUGE, LA**

You have been ordered by the Court to come to the Governmental Building, 222 St. Louis Street., Room 703 on AUGUST 4, 2008, at 9:30, AM to testify and you MUST bring with you:

**\*\*\*SEE ATTACH REQUEST\*\*\***

If this case is continued, you must bring these items back with you.

If you do not come and do not bring these items, you will be violating the law and may be subject to penalties.

This SUBPOENA was ordered by Attorney ROBERT WICKLIFFE FENET, and was issued by the Clerk of Court on 18-JUL-2008.

*Ayanna Jones*  
Ayanna Jones, Deputy Clerk of Court for  
Doug Weborn, Clerk of Court

**SERVICE INFORMATION:**

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, served on the above named party as follows:

**PERSONAL SERVICE:** On the party herein named at \_\_\_\_\_

**DOMICILIARY SERVICE:** On the within named \_\_\_\_\_, by leaving the same at his domicile in this parish in the hands of \_\_\_\_\_, a person of suitable age and discretion residing in the said domicile at \_\_\_\_\_

**DUE AND DILIGENT:** After diligent search and inquiry, was unable to find the within named \_\_\_\_\_ or his domicile, or anyone legally authorized to represent him.

**RETURNED:** Parish of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SERVICE: \$ \_\_\_\_\_  
MILEAGE: \$ \_\_\_\_\_  
TOTAL: \$ \_\_\_\_\_

Deputy Sheriff

RECEIVED BY LEGAL  
JUL 21 2008

AAMAGIN PROPERTY GROUP, LLC

NUMBER: 568,850 SECTION 26

VERSUS

19<sup>TH</sup> JUDICIAL DISTRICT COURT

THE LOUISIANA HOUSING FINANCE  
AGENCY

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

**REQUEST TO CLERK FOR ISSUANCE OF SUBPOENA and**  
**SUBPOENA DUCES TECUM**

COST OK Amt 170 -  
1807  
JUL 18 2008  
BY cab  
CLERK OF COURT

TO THE CLERK OF COURT:

In the matter numbered and entitled as above, please issue a subpoena duces tecum commanding:

Louisiana Housing Finance Agency, 2415 Quail Drive, Baton Rouge, LA through any person authorized by law to receive service of process to produce in open court in Section 26 of the 19<sup>th</sup> Judicial District Court located in Baton Rouge, Louisiana on the 4<sup>th</sup> day of August, 2008 at 9:30 o'clock A.M., the following records:

1. Copy of letter sent to developer representative of Hideaway Crossing III, #07/08(PC)-041, St. Landry Crossing II, #07/08(PC)-39, Serenity Place Elderly Community, #07/08(PC)-40, Monet Acres Estates I, #06(2)-274 and Renoir Acres Estates I, #06(2)-276 prior to July 9, 2008 meeting of the LHFA Board of Commissioners informing them of the written reasons for staff recommending that their applications be denied.
2. Copy of letter sent to developer representative of Hideaway Crossing III, #07/08(PC)-041, St. Landry Crossing II, #07/08(PC)-39, Serenity Place Elderly Community, #07/08(PC)-40, Monet Acres Estates I, #06(2)-274 and Renoir Acres Estates I, #06(2)-276 prior to July 9, 2008 meeting of the LHFA Board of Commissioners informing them of their rights to a hearing in order to refute the staff's recommendation.
3. Copy of letter sent to developer representative of Hideaway Crossing III, #07/08(PC)-041, St. Landry Crossing II, #07/08(PC)-39, Serenity Place Elderly Community, #07/08(PC)-40, Monet Acres Estates I, #06(2)-274 and Renoir Acres Estates I, #06(2)-276 after the July 9, 2008 meeting of the LHFA Board of Commissioners informing them of the reasons why their applications were denied their request for an extension of time to provide additional documentation to refute staff's recommendation.
4. Copy of letter sent to developer representative of Hideaway Crossing III, #07/08(PC)-041, St. Landry Crossing II, #07/08(PC)-39, Serenity Place Elderly Community, #07/08(PC)-40, Monet Acres Estates I, #06(2)-274 and Renoir Acres Estates I, #06(2)-276 after the July 9, 2008 meeting of the LHFA Board of Commissioners informing them of the reasons their applications were denied by the LHFA Board of Commissioners.
5. Copy of letter sent to developer representative of Hideaway Crossing III, #07/08(PC)-041, St. Landry Crossing II, #07/08(PC)-39, Serenity Place Elderly Community, #07/08(PC)-40, Monet Acres Estates I, #06(2)-274 and Renoir Acres Estates I, #06(2)-276 after the July 9, 2008 meeting of the LHFA Board of Commissioners informing them of their rights to a hearing of the Boards denial.
6. Certified of the minutes of the July 9, 2008 meeting of the LHFA Board of Commissioners.

AAMAGIN PROPERTY GROUP, LLC

NUMBER: 568,850 SECTION 26

VERSUS

19<sup>TH</sup> JUDICIAL DISTRICT COURT

THE LOUISIANA HOUSING FINANCE AGENCY

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

REQUEST FOR SUBPOENA

TO THE CLERK OF COURT:

In the matter numbered and entitled as above please summon and notify the persons, whose names are written below, to be present in the 19<sup>th</sup> Judicial District Court Section 26, Baton Rouge, Louisiana on August 4, 2008 at 9:30 o'clock A.M., in order that their testimony may be taken under cross examination as a representative of defendant.

1. Brenda Evans  
2415 Quail Drive  
Baton Rouge, LA
2. All LHFA Board of Commissioners  
Attending July 9, 2008 meeting  
2415 Quail Drive  
Baton Rouge, LA

BY: Ernest L. Johnson

Bar Roll No.07290  
ARTHUR R. THOMAS & ASSOCIATES  
1755 Nicholson Drive  
Baton Rouge, Louisiana 70802  
(225) 334-7490

ORDER

IT IS ORDERED by the court that the above and foregoing Subpoena be filed and served on the defendant, LOUISIANA HOUSING FINANCE AGENCY, prior to the August 4, 2008 hearing.

THIS ORDER signed in the City of Baton Rouge, Parish of East Baton Rouge, this day of July, 2008.

*Janeel Clark*  
\_\_\_\_\_  
JUDGE  
CERTIFIED TRUE COPY

JUL 18 2008

BY *Angela Jones*  
\_\_\_\_\_  
DEPUTY CLERK

CERTIFIED TRUE COPY

01372

DEPUTY CLERK OF COURT

19<sup>TH</sup> JUDICIAL DISTRICT  
EAST BATON ROUGE PARISH, LA  
FILED

08 JUL 18 AM 11:52

BY *Ernest L. Johnson*  
DEPUTY CLERK & RECORDER FOR

DOUG WELBORN

CLERK OF COURT E.B.R. PARISH

7. Copy of the audio recording of the July 9, 2008 meeting of the LHFA Board of Commissioners involving Brenda Evans discussion and recommendations concerning Hideaway Crossing III, #07/08(PC)-041, St. Landry Crossing II, #07/08(PC)-39, Serenity Place Elderly Community, #07/08(PC)-40, Monet Acres Estates I, #06(2)-274 and Renoir Acres Estates I, #06(2)-276
8. Copy of all commitment letters submitted by applicants in the GAP Initiative affordable housing tax credit round.
9. The names of all LHFA Commissioners at the meeting held on July 9, 2008 showing the date of their swearing in as Commissioners.
10. Copy of all notices and related documents involving the LHFA "Lightening Round" including but not limited to documents showing where the tax credits to fund said round will come from.

BY: *Ernest L. Johnson*

Bar Roll No. 07290  
**ARTHUR R. THOMAS & ASSOCIATES**  
 1755 Nicholson Drive  
 Baton Rouge, Louisiana 70802  
 (225) 334-7490

**ORDER**

**IT IS ORDERED** by the court that the above and foregoing Subpoena Duces Tecum be filed and served on the defendant, LOUISIANA HOUSING FINANCE AGENCY, prior to the August 4, 2008 hearing.

**THIS ORDER** signed in the City of Baton Rouge, Parish of East Baton Rouge, this 18 day of July, 2008.

*Janel Clark*  
 \_\_\_\_\_  
 JUDGE

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 19th JUDICIAL DISTRICT  
 EAST BATON ROUGE PARISH, LA  
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*Ernest L. Johnson*  
 DEPUTY CLERK OF COURT  
 DOUG WILBORN  
 CLERK OF COURT E.B.R. PARISH

CERTIFIED  
 TRUE COPY  
 JUL 18 2008  
 BY *Ayanna Orms*  
 DEPUTY CLERK

**19<sup>TH</sup> JUDICIAL DISTRICT COURT  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA**

**17-JUL-2008**

**TO: LA HOUSING FINANCE AGENCY  
THRU MILTON BAILEY AGT  
2415 QUAIL DR  
BATON ROUGE, "LA 70812"**

**AAMAGIN PROPERTY GROUP LLC VS LA HOUSING FIN AGENC**

**CASE NUMBER: C568850**

**JUDGE: KAY BATES**

**DIVISION: SECTION 26 ROOM: 703**

**YOU ARE HEREBY NOTIFIED OF THE FOLLOWING ACTION FOR THE  
AFOREMENTIONED CASE ON 04-AUG-2008 AT  
10:00:00 AM FOR PRELIMINARY INJUNCTION.**

**COMMENTS: PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF, DUE  
PROCESS AND EQUAL PROTECTION OF THE LAW.**

**JO ANN FALGOUST  
JUDICIAL ASSISTANT TO JUDGE  
KAY BATES**

**NOTIFIED:  
ATY - ROBERT WICKLIFFE FENET  
JDG - KAY BATES  
D - LA HOUSING FINANCE AGENCY  
D - LA STATE ATTORNEY GENERAL OFFICE**

Form 4501

**RECEIVED BY LEGAL  
JUL 21 2008**

AAMAGIN PROPERTY, LLC  
VERSUS  
THE LOUISIANA HOUSING FINANCE  
AGENCY

NUMBER 568, 850 SECTION 26  
19TH JUDICIAL DISTRICT COURT  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

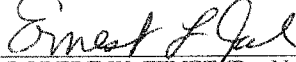
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DEPUTY CLERK

**JOINT MOTION AND ORDER FOR DISMISSAL WITHOUT PREJUDICE**

NOW INTO COURT, through undersigned counsel, comes Plaintiff Aamagin Property, LLC, who moves this Court to dismiss Defendant, The Louisiana Housing Finance Agency, *without prejudice*, for all claims against it, with each party to bear its own costs.

RESPECTFULLY SUBMITTED.

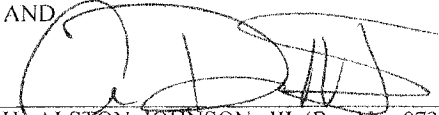


ROBERT W. FENET (Bar No. 05513)  
7916 Wrenwood Blvd., Suite F  
Baton Rouge, LA 70809  
Telephone: (225) 926-5500  
FAX: (225) 923-2834

ERNEST JOHNSON (Bar No. 07290)  
1775 Nicholson Drive  
Baton Rouge, LA 70802  
Telephone: (225) 334-7490  
FAX: (225) 334-7491

ATTORNEYS FOR PLAINTIFF,  
AAMAGIN PROPERTY, LLC

AND



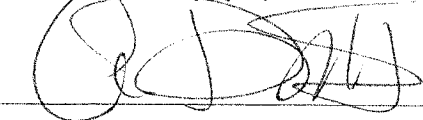
H. ALSTON JOHNSON, III (Bar No. 07293)  
SHELTON DENNIS BLUNT (Bar No. 21230)  
ANDERSON O. DOTSON, III (Bar No. 26865)  
**PHELPS DUNBAR LLP**

445 North Boulevard, Suite 701  
Baton Rouge, Louisiana 70802  
Tel: (225) 346-0285  
Fax: (225) 381-9197

ATTORNEYS FOR DEFENDANT, THE  
LOUISIANA HOUSING FINANCE AGENCY

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing *Joint Motion and Order for Dismissal Without Prejudice* was served on Plaintiff's counsel *via Hand Delivery*, and on all other known counsel of record *via Electronic and/or United States Mail, First Class*, properly addressed and postage prepaid, this 15<sup>th</sup> day of August, 2008.



AAMAGIN PROPERTY, LLC

NUMBER 568, 850 SECTION 26

VERSUS

19TH JUDICIAL DISTRICT COURT

THE LOUISIANA HOUSING FINANCE  
AGENCY

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

FILED: \_\_\_\_\_

DEPUTY CLERK

JUDGMENT

Considering the above and foregoing,

It is hereby **ORDERED, ADJUDGED, AND DECREED**, that all claims of Plaintiff Aamagin Property, LLC against Defendant The Louisiana Housing Finance Agency be, and hereby are, dismissed, *without prejudice*, with each party to bear its own costs.

Baton Rouge, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
JUDGE KAY BATES, 19<sup>TH</sup> JUDICIAL DISTRICT COURT

**Louisiana Housing Finance Agency  
Legal Committee Meeting Minutes  
Wednesday, July 9, 2008  
2415 Quail Drive  
V. Jean Butler Board Room  
Baton Rouge, LA 70808  
10:00 A.M.**

**Commissioners Present**

Allison A. Jones, Chairman  
Lisa Woodruff-White  
Guy T. Williams  
Mark Madderra  
Wayne Woods  
Fred L. Banks  
Maureen Clary  
Roy W. Lester  
Robert Pernell  
Tyrone A. Wilson  
Michael L. Airhart  
Walter O. Guillory  
Mayson H. Foster  
Joseph "Joey" M. Scontrino, III  
Alice Washington for John N. Kennedy

**Commissioners Absent**

None

**Legal Counsel Present**

Keith Cunningham  
Christine Bratkowski  
Leslie Strahan  
Michael Dupree (Ethics Board)

**Staff Present**

Milton Bailey  
Melanie Brocato  
Rene Landry  
Loretta Wallace  
Barry Brooks

## **Others Present**

Chairman Allison A. Jones called the meeting to order at 10:14 a.m. and asked for roll call. A quorum was established.

- 1. Call to order, roll call and introduction of guests.**
- 2. Approval of the minutes.** A motion was made by Commissioner Allison Jones, and a second by Commissioner Wayne Woods to approve the minutes of the January 9, 2008 Legal Committee meeting. The minutes were approved.
- 3. Louisiana Board of Ethics Advisory Opinion.** Discussion commenced on the Ethics issues at which time there was a motion by Commissioner Allison Jones and a second by Commissioner Wayne Woods that due to the subject matter the committee should go into executive session. The motion passed. Michael Dupree from the Ethics Board was invited to attend this session along with legal counsel. Before the committee went into executive session Commissioner Mayson Foster had a question regarding the laws relevant to the executive session. Commissioner Allison Jones explained to him that she researched the law in that regard prior to the meeting and that we were covered by the law because Commissioners were going to be disclosing personal financial information. The Committee went into Executive Session at 10:13 a.m. and returned at 11:18 a.m. with no action to be taken on the Ethics issues.
- 4. Other Business.** No other business was presented.
- 5. Adjournment.** The committee adjourned at 11:20 a.m.

**Louisiana Housing Finance Agency  
Special Legal Committee Meeting Minutes  
Wednesday, July 24, 2008  
Office of Foley & Judell, L.L.P.  
One Canal Place, 365 Canal Street  
Suite 2600  
New Orleans, Louisiana 70130  
12:00 p.m.**

**Commissioners Present**

Wayne E. Woods  
Maureen Clary  
J. Mark Madderra  
Lisa Woodruff-White

**Commissioners Absent**

Allison Jones

**Legal Counsel Present**

Keith Cunningham  
Christine Bratkowski  
Leslie Strahan  
Wayne Neveu  
Anderson Dotson

**Staff Present**

Milton Bailey  
Melanie Brocato  
Barry Brooks  
Brenda Evans  
Louis Russell  
Annie Robinson  
Derek Duroncelet  
Jeff DeGraff

**Commissioners Participating by Teleconference**

Allison Jones  
Mike Airhart  
Mayson Foster

## **Others Present**

John Godfrey

Commissioner Wayne Woods called the meeting to order at noon and asked for roll call. A quorum was established.

- 1. Call to order, roll call and introduction of guests.**
- 2. *AAMAGIN Prop. Group, L.L.C. v. LHFA, 568-850 §26 (19<sup>th</sup> JDC )*.**

*AAMAGIN Prop. Group, L.L.C. v. LHFA, 568-850 §26 (19<sup>th</sup> JDC )*, pending litigation in the 19<sup>th</sup> Judicial District Court is the only item on the agenda and the Chair will entertain a motion to go into executive session to discuss this pending litigation. Ms. Clary, so moved. Motion by Commissioner Clary - is there a second? Second by Commissioner Mark Madderra with all in favor. Motion carries. Let the record reflect that we are going into executive session and we have asked for participation by Wayne Neveu from Foley & Judell, L.L.P., Andrew Dotson from Phelps Dunbar, and also legal staff from the Louisiana Housing Finance Agency. Ms. Brenda Evans will also remain in executive session because she is the manager for the tax credit program.

Upon return from executive session Commissioner Woods explained that the Legal Committee had a strenuous debate about what should take place. There is a recommendation that is coming out of the legal committee. It should be stated, however, that this recommendation is based on the fact that it has been represented to the Agency and to the Committee that all other deals that were required to close by the June 30<sup>th</sup> deadline have indeed closed.

It was also stated that those deals had until July 15<sup>th</sup> in order to submit their closing documents to the Agency. It is the representation from staff that that documentation has been submitted even though we don't have that present with us today. But that was part of the discussion and the deliberation in executive session, so I wanted to state that.

So let me just restate again. The Chair will entertain a motion that the following assets: Monet Acres Estates I; Renoir Acres Estates I; NCBA, formerly NAPFE Towers; Skyview Terrace Aparments; Bayou Garden Apartments; Brickwood Apartments; River Apartments; Cypress Estates; Southern Breeze; St. Landry Crossing II; Serenity Place Elderly Community; Hideaway Crossing III, will be granted an extension of their closing date until September 15, 2008; that staff is directed to deliver notice of this extension by no later than Friday, July 25, 2008; and that it is the further recommendation that if the assets do not meet the deadline of September 15, 2008, to close, then their tax credits are recaptured, also, that this motion be subject to ratification by the full Board at the appropriate time. Mr. Bailey

asked if that deadline was too close. Mr. Woods stated that the motion would be to exempt from this motion Golden Meadow Subdivision, Pleasant Haven Estates, Tri-City Townhomes, and Trass Village because they did not have to participate in the GAP initiative. They were not required to close by that day because they were per capita. Mr. Woods restated that the Chair will entertain a motion that the above mentioned assets will be granted an extension of their closing date until September 15, 2008; that staff is directed to deliver notice of this extension by no later than Friday, July 25, 2008; and that it is the further recommendation that if the assets do not meet the deadline of September 15, 2008, to close, then their tax credits are recaptured and that this motion be subject to the ratification of the full Board at the next full Board meeting. Commissioner Clary – so moved. Commissioner Woods Motion by Commissioner Clary. Do we have a second? A second was made by Commissioner Madderra. All in favor and the motion carries.

- 3. Other Business.** Commissioner Woods – Is there any other business to come before this Committee? Commissioner Foster – I do have a question in regard to answering this suit, or can we do that after the next board Meeting. Commissioner Woods – Well, with regard to the suit, we have a hearing that's set for August 4<sup>th</sup>, and so we will attend that hearing. Then at the next board meeting on August 13<sup>th</sup>, we will have a discussion in Legal Committee as it relates to any additional strategy or any additional ways to handle the litigation. I don't want to talk about that at this point because we are now in public session. Commissioner Woods - If there is nothing else to come before the committee I move that we adjourn. Motion to adjourn. Is there a second? Commissioner Clary – Second.
- 4. Adjournment.** The meeting adjourned at 2:35 p.m.

## LOUISIANA HOUSING FINANCE AGENCY

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

### RESOLUTION

A resolution authorizing the Agency to grant the following assets an extension of their closing date until September 15, 2008; Monet Acres Estates I, #06(2)-274, Renoir Acres Estates I, #06(2)-276, NCBA, formerly NAPFE Towers, #06(2)-284, Skyview Terrace Apartments, #06(2)-80, Bayou Garden Apartments, #07(GO)-09(R), Brickwood Apartments, #06(2)-330, River Apartments, #06(2)-328, Cypress Estates, #06(R )-481, Southern Breeze, #06-34, St. Landry Crossing II, #07/08(PC)-039, Serenity Place Elderly Community, #07/08(PC)-040, Hideaway Crossing III; #07/08(PC)-041; authorizing staff to notify subject developers, that their projects are subject to recapture if the extended closing deadline is not met; further authorizing the Agency staff and counsel to prepare the forms of such documents and agreements as may be necessary and providing for other matters in connection therewith.

**WHEREAS**, the Louisiana Housing Finance Agency (the "Agency") has been ordered and directed to act on behalf of the State of Louisiana (the "State") under the authority given to it pursuant to La. Rev. Stat. Ann. 40:600.6.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Louisiana Housing Finance Agency (the "Board"), acting as the governing authority of said Agency that:

SECTION 1. The Agency is authorized to grant an extension two twelve projects applying for assistance under the Gap Fund Initiative;

SECTION 2. The Agency is authorized to notify the affected applicants that failure to meet the closing deadline of September 15, 2008, would result in a recapture of their Low Income Housing Tax Credits;

SECTION 3. The Agency staff and counsel are authorized and directed to prepare the forms of such documents and agreements as may be necessary; and

SECTION 4. The Chairman, Vice Chairman, President Vice President and/or Secretary of the Agency be and they are hereby authorized, empowered and directed to execute any forms

and/or documents required to be executed on behalf of and in the name of the Agency, the terms of which are to be consistent with the provisions of this resolution .

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 13th day of August, 2008.

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Chairman

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Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Commissioners of the Louisiana Housing Finance Agency (the "Agency"), do hereby certify that the foregoing three (3) pages constitute a true and correct copy of a resolution adopted by said Board of Commissioners on August 13, 2008, "A resolution authorizing the Agency to grant the following assets an extension of their closing date until September 15, 2008; Monet Acres Estates I, #06(2)-274, Renoir Acres Estates I, #06(2)-276, NCBA, formerly NAPFE Towers, #06(2)-284, Skyview Terrace Apartments, #06(2)-80, Bayou Garden Apartments, #07(GO)-09(R), Brickwood Apartments, #06(2)-330, River Apartments, #06(2)-328, Cypress Estates, #06(R )-481, Southern Breeze, #06-34, St. Landry Crossing II, #07/08(PC)-039, Serenity Place Elderly Community, #07/08(PC)-040, Hideaway Crossing III; #07/08(PC)-041; further authorizing staff to notify subject developers, that their projects are subject to recapture if the extended closing deadline is not met; and providing for other matters in connection therewith."

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Agency on this, the 13th day of August, 2008.

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Secretary

(SEAL)