STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

COLLINS PARK APARTMENTS, LLC,

Petitioner,

v.

FHFC Case No.: 2012-043UC
Application No. 2011-052C

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.
_____/

FINAL ORDER

This cause came before the Board of Directors of the Florida Housing Finance Corporation ("Board") for consideration and final agency action on November 2, 2012. The matter for consideration before this Board is a recommended order pursuant to Section 120.57(2), Florida Statutes, and Rule 67-48.005(5), Florida Administrative Code.

After a review of the record and otherwise being fully advised in these proceedings, this Board finds:

Collins Park Apartments, LLC, ("Petitioner") timely submitted an application in the 2011 Universal Cycle seeking an allocation of low income housing tax credits to help fund its proposed development. Petitioner's application met all of Florida Housing's threshold application requirements, received 6 Ability- to- Proceed and 36 Tie-breaker-Measure-Points. However, based on its

ranking order relative to other applications under Florida Housing's ranking methodology there were not enough housing credits available to fund Petitioner's Application.

Based upon Florida Housing Finance Corporation's ("Florida Housing") Final Ranking dated June 8, 2012, Petitioner would have been in the funding range, but for Florida Housing's scoring of the Metro South Senior Application (No. 2011-128C) and the Washington Square Application (No. 2011-208C) (the "Challenged Applications").

Petitioner timely filed its "Petition for Administrative Hearing," pursuant to Sections 120.569 and 120.57(2), Florida Statutes, (the "Petition") disputing Florida Housing's scoring of the Challenged Applications on various grounds.

Florida Housing reviewed the Petition pursuant to Section 120.569(2)(c), Florida Statutes, and determined that the Petition did not raise disputed issues of material fact. An informal hearing was held in this case on August 22, 2012, in Tallahassee, Florida, before Florida Housing's designated Hearing Officer, Chris H. Bentley. Following the hearing, Petitioner and Respondent timely filed Proposed Recommended Orders.

After consideration of the evidence and arguments presented at hearing, and the Proposed Recommended Orders, the Hearing Officer issued a Recommended Order. A true and correct copy of the Recommended Order as filed on September

5, 2012 is attached hereto as "Exhibit A." The Hearing Officer recommended Florida Housing enter a Final Order concluding that the Metro South Application, No. 2011-128C, was incorrectly scored regarding the availability of sewer infrastructure and that the Washington Square Application, No. 2011-208C, was incorrectly scored regarding the acceptance of a Local Government Contribution Form. The Recommended Order finds and concludes that Petitioner's Application No. 2011-052C is eligible for low income housing tax credits from the next available allocation.

RULING ON THE RECOMMENDED ORDER

The Board finds that the findings of fact and the conclusions of law of the Recommended Order are reasonable and appropriate under the circumstances.

ORDER

In accordance with the foregoing, it is hereby found and ordered:

1. The findings of fact of the Recommended Order are adopted as Florida Housing's findings of fact and incorporated by reference as though fully set forth in this Order.

2. The conclusions of law of the Recommended Order are adopted as Florida Housing's conclusions of law and incorporated by reference as though fully set forth in this Order.

Accordingly, it is found and **ORDERED** that Florida Housing's final scoring of the Metro South and Washington Square Applications was incorrect, and that Petitioner's application Number 2011-052C is eligible for low income housing tax credits from the next available allocation. The Petition is AFFIRMED.

DONE and ORDERED this 2nd day of November, 2012.

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Chair

Copies to:

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NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE FLORIDA HOUSING FINANCE CORPORATION, 227 NORTH BRONOUGH STREET, SUITE 5000, TALLAHASSEE, FLORIDA 32301-1329, AND A SECOND COPY, ACCOMPANIED BY THE FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 300 MARTIN LUTHER KING, JR., BLVD., TALLAHASSEE, FLORIDA 32399-1850, OR IN THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

COLLINS PARK APARTMENTS, LLC,

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CASE NO.: 2012-043UC
Application No. 2011-052C

FLORIDA HOUSING FINANCE CORPORATION,

Respondent.
_____/

RECOMMENDED ORDER

Pursuant to notice and Sections 120.569 and 120.57(2), Florida Statutes, as well as Rule 67-48.005(5), Fla. Admin. Code, a final hearing in this matter was held in Tallahassee, Florida on August 22, 2012, before the Appointed Hearing Officer, Chris H. Bentley.

APPEARANCES

For Petitioner:

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For Respondent:

Hugh R. Brown
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STATEMENT OF THE ISSUES

There are no disputed issues of material fact in this proceeding. The issues in this case are whether Florida Housing Finance Corporation ("Florida Housing") correctly scored Application #2011-128C ("Metro South Senior") regarding utility infrastructure availability and Application #2011-208C ("Washington Square" or "Green Turnkey") regarding the validity of a local government contribution.

PRELIMINARY STATEMENT

At the final hearing, the parties submitted a Prehearing Stipulation which has been admitted into evidence as Joint Exhibit 12. Joint Exhibits 1 – 11 were admitted into evidence pursuant to the Stipulation embodied in Joint Exhibit 12. Official Recognition was taken of Petitioner Exhibits 1, 2, 3, 5, and 6. Petitioner Exhibit 4 is admitted.

Subsequent to the hearing, the parties submitted their Proposed Recommended Orders, which have been fully considered by the undersigned.

FINDINGS OF FACT

Based upon the undisputed facts and exhibits received into evidence at the hearing, the following relevant facts are found:

1. The matters set forth in the Prehearing Stipulation, Joint Exhibit 12, are accepted as fact in this proceeding and incorporated herein by reference.

2. On December 6, 2011, Petitioner, Collins Park Apartments, LLC ("Collins Park") applied to Florida Housing for funding pursuant to the Low Income Housing Tax Credit Program (LIHTC). The purpose of the requested funds was to supplement the construction of a 117 unit affordable housing apartment complex in Miami, Florida named Collins Park Apartments.

3. Based on a review of Florida Housing's Final Ranking dated June 8, 2012, Collins Park received a final score of 79 out of a possible 79 points for its application. Collins Park received 6 out of 6 Ability-To-Proceed and 36 out of 37 Proximity Tie-Breaker points, and was deemed to have passed threshold. This score would place Collins Park in the funding range "but for" Florida Housing's scoring of the other Applications challenged herein.

4. As an applicant for funds allocated by Florida Housing, Collins Park's substantial interests are adversely affected by the scoring decisions made regarding competing Applications, as described above.

APPLICATION #2011-128C

5. Part III.C.3 of the Universal Application Instructions, states:

> To achieve threshold, the Applicant must demonstrate that as of the date that signifies the Application Deadline for the 2011 Universal Cycle [December 6, 2011] each type of infrastructure is available to the proposed Development site. Infrastructure is considered available if there are no impediments to obtaining service other than the conditions expressed in the Verification of Availability of Infrastructure forms as

provided in this Application Package. Should any variance or local hearing be required, ***or if there is a moratorium pertaining to any of the utilities or roads for this Development, the infrastructure is not available.*** (Emphasis supplied.)

6. In response to this requirement, the Applicant for Application #2011-128C ("Metro South Senior") provided a letter dated November 14, 2011, from the Miami-Dade County Water and Sewer Department as Exhibit 30 to its Application (Joint Exhibit 1). The same letter was used to show that both Water and Sewer Services existed as of the Application Deadline.

7. The letter upon which Metro South Senior relied in its Application, Exhibit 30 to the Application and Joint Exhibit 1 in this proceeding, in addressing water and sewer availability to the Applicant's proposed projects states: "Pump Station 177 is in Conditional Moratorium ...".

8. During the application process, several NOPSEs were filed with regard to the Metro South Senior Application raising the issue that a moratorium pertaining to the utilities was in place and therefore the infrastructure is deemed not available because of the instructions in the 2011 Universal Application Instructions.

9. After reviewing the NOPSEs filed on this issue, Florida Housing issued a NOPSE Scoring Summary reflecting that Florida Housing disagreed with the NOPSEs and did change the scoring of the Metro South Senior Application regarding the utility availability issue.

10. Because Florida Housing did not penalize the Metro South Senior Application on the issue of utility availability, no NOAD was filed concerning utility availability.

APPLICATION #2011-208C

11. Pursuant to Part IV.A. of the Universal Application Instructions, Applicants are eligible to receive five points for a Local Government Contribution. To be eligible, Applicants must provide evidence of a contribution value whose dollar amount is equal to or greater than the amount listed on the County Contribution List for the county in which the proposed Development will be located.

12. In Miami-Dade County, where the proposed Development in Application #2011-208C ("Green Turnkey") is to be located, the value of the contribution required to achieve the maximum of five points is $125,000.

13. Pursuant to the Rules of Florida Housing set forth in Part IV. A., 2011 Universal Application Instructions, an Applicant may provide evidence of the local government's commitment through the submission of one or more of the following exhibits:

1) Exhibit 36, in the case of a grant from the local government;
2) Exhibit 37, in the case of a fee waiver by the local government;
3) Exhibit 38, in the case of a loan from the local government; and
4) Exhibit 39, in the case of a fee deferral by the local government.

14. Green Turnkey submitted, as Exhibit 37 to its initial Application

response, a form entitled Local Government Verification of Contribution – Fee Waiver. The form provided that Miami-Dade County had waived impact fees for roads in the amount of $203,481.02. When the Preliminary Scoring Summary Report was issued on January 19, 2012, Green Turnkey received all five Local Government Contribution points.

15. Following the issuance of preliminary scores, a NOPSE challenged the calculation of the impact fee set forth on Exhibit 37 of the Green Turnkey Application and questioned whether Green Turnkey was entitled to the five points for Local Government Contribution. Florida Housing accepted the NOPSE and removed the five Local Government Contribution points it previously had awarded.

16. During the cure period, Green Turnkey defended its original fee waiver submission in Exhibit 37 as being correct and did not propose any change or "cure" to Exhibit 37 to the Application.

17. In its "Cure Response" defending its Exhibit 37 to the Application, Green Turnkey also stated, "In addition, we have submitted Exhibit 39, Local Government Verification-Fee Deferral from the City of Miami should Florida Housing Finance Corporation disagree with the validity of Exhibit 37".

18. The Cure Response by Green Turnkey including the Exhibit 39 to the

Application submitted in that response is contained in Joint Exhibit 9 in this proceeding.

19. Exhibit 39 to Green Turnkey's Application submitted in the Cure Response states in part:

> On or before the Application Deadline for the 2011 Universal Application Cycle . . . the City/County of City of Miami committed to defer $154,372.40 in fees for this proposed Development referenced above.

20. Exhibit 39 to the Application submitted by Green Turnkey in its Cure Response also states, in part, under the heading "CERTIFICATION", "I certify that the foregoing information and the payment streams stated on the sheet attached to this form are true and correct and that this commitment is effective through 09/30/2012." This certification is signed by Johnny Martinez, P.E., City Manager.

21. As set forth in Joint Exhibit 10 in this proceeding, a NOAD was filed noting that Green Turnkey had submitted Exhibit 39 in its Cure Package purporting to set forth a Fee Deferral from the City of Miami. The NOAD asserts that the Fee Deferral should not be considered a valid local government contribution because of asserted irregularities in the timing and existence of an actual Fee Deferral. The NOAD questions whether Green Turnkey was in fact in possession of a valid Fee Deferral by the deadline for the submission of Applications in the 2011 Universal Application Cycle, December 6, 2011.

22. Counsel for Respondent, Florida Housing Finance Corporation, acknowledged at Final Hearing that Florida Housing inadvertently did not consider Exhibit 39 or the NOAD challenging Exhibit 39 in its original scoring process. In its original scoring, leading to a Final Score, Florida Housing only considered Exhibit 37, finding that it was deficient and thus not awarding points thereon.

23. After Final Scoring, Green Turnkey filed a Petition challenging the refusal of Florida Housing to award five points for local government contributions.

24. During the pendency of that proceeding, but prior to a Final Hearing, the existence of Exhibit 39 to the Application was brought to the attention of Florida Housing by counsel for Green Turnkey. Thus ensued discussions resulting in Florida Housing entering into a Consent Agreement (Petitioner Exhibit 1) with Green Turnkey wherein Florida Housing determined that Green Turnkey was entitled to five Local Government Contribution points based upon Exhibit 39 to the Application.

25. At Final Hearing in this proceeding, Florida Housing stated that having missed Exhibit 39 in the cure documents and having mistakenly never scored Exhibit 39 during the scoring process, Florida Housing, pending final hearing in the proceeding brought by Green Turnkey decided that it would have accepted Exhibit 39 on its face and thus entered into the Consent Agreement.

26. The 2011 Universal Application Instructions, which have been adopted as a rule by Florida Housing, in addressing Local Government Support in Part IV of those instructions says, on page 95, under the heading "SCORING" that:

> The government contact person listed on the Verification of Local Government Contribution form(s) may be contacted to verify the nature and amount of the contribution. If the amount and type of contribution is verified to be less than that represented in the Application, the Applicant will receive points only for the lesser amount. If the amount and type of contribution cannot be verified, the Applicant will receive zero points for that contribution.

27. In this case, the form to which the foregoing language refers is Exhibit 39 to Green Turnkey's Application. The government contact person listed on that form is Johnny Martinez, City Manager, City of Miami. There is no evidence that Florida Housing contacted that person to verify the nature and amount and existence of the alleged Fee Deferral Contribution.

28. It is undisputed as a matter of fact in this case that, in fact, the process required by the City of Miami Development Impact Fee Ordinance at Section 13-8 therein, (Petitioner's Exhibit 3 and Exhibit 4) sets out that in order to obtain the Fee Deferral referenced in Exhibit 39 to Green Turnkey's application "... an Applicant shall submit a petition for affordable housing deferral program determination under Section 13-16 for determination of eligibility under this program prior to or in conjunction with the submittal of an application for a building permit".

29. Sections 13-16(a)(1) and (2), City of Miami Development Impact Fee Ordinance, further provide that a commitment for deferral of impact fees for affordable housing cannot be made until such time as an applicant submits a petition for affordable housing deferral program determination, and the City Manager (in his discretion) approves such petition.

30. The undisputed evidence in this case establishes that as of the Application Deadline, December 6, 2011, the Applicant, Green Turnkey, had not submitted the petition necessary for the fee deferral to be granted by the City. See Petitioner Exhibit 4. The evidence demonstrates that it is the position of the City of Miami that the Fee Deferral forms submitted as part of the 2011 Universal Cycle, including Exhibit 39 to Green Turnkey's Application, are not firm commitments by the City that the impact fees will be deferred. The reason for the City's position is that the requirements of Chapter 13 of the City Code have not been met. (Petitioner Exhibit 4.) Thus, the undisputed facts establish that the statements and certification in Exhibit 39 to Green Turnkey's Application (Joint Exhibit 9 herein) are not true. It is found as a matter of fact in this proceeding that in spite of the facial certification on Exhibit 39, there was no fee deferral with regard to Green Turnkey's project on the part of the City of Miami as of the Application Deadline for the 2011 Universal Application Cycle, December 6, 2011.

31. It is noted that Florida Housing's own Rules specifically provide that with regard to verification of Local Government Contribution forms, Florida Housing and others may go outside the application and contact the government contact person listed on the applicable form, here, Johnny Martinez, City Manager, City of Miami to verify the existence of the commitment. Upon such inquiry, it has become apparent that the commitment on the face of Exhibit 39 is erroneous and that there was no commitment by the City of Miami with regard to that alleged fee deferral.

CONCLUSIONS OF LAW

32. Pursuant to Sections 120.569 and 120.57(2), Fla. Stat., and Rule Chapter 67-48, Fla. Admin. Code, the Hearing Officer has jurisdiction of the parties and the subject matter of this proceeding.

33. If the Metro South Senior Application (Application #2011-128C and the Green Turnkey Application (Application #2011-208C) had been scored correctly, Petitioner in this matter would have been awarded the requested federal tax credits. Thus, Petitioner is substantially affected and has standing to bring this proceeding.

34. The Universal Application Package, or UA1016 (Rev. 2-11), which includes both its forms and instructions, has been adopted as a rule. *See*, Rule

67-48.004(1)(a), Fla. Admin. Code, and Section 120.55(1)(a)4., Fla. Stat. The forms and instructions are agency statements of general applicability that implement, interpret, or prescribe law or policy or describe the procedure or practice requirements of Florida Housing and therefore meet the definition of a "rule" found in Section 120.52, Fla. Stat. As such, the instructions and forms are themselves rules.

35. In addressing the issues, it is helpful to consider some basic principles of administrative law. The Universal Application Package, which includes both its instructions and its forms, constitutes a rule of Florida Housing. Along with other rules promulgated by Florida Housing, it is binding upon all applicants for funding, as well as upon Florida Housing in its determinations of eligibility for funding. Properly promulgated administrative law rules have the force and effect of statute, and the rules of statutory interpretation apply with equal force to administrative rules. *McCoy v. Hollywood Quarries, Inc.,* 544, So.2d 274, 277 (Fla. 4th DCA 1989).

36. It is a basic rule of statutory construction that the Legislature does not intend to enact useless rules or provisions, and courts should avoid reading that would render part of a statute meaningless. *Martinez v. State*, 981 So.2d 449 (Fla. 2008). Significance and effect must be given to every word, phrase, sentence and part of a statute if possible, and words in a statute should not be construed as mere

surplusage. *School Bd. of Palm Beach County v. Survivors Charter Schools, Inc.*, 3 So. 3d 1220 (Fla. 2009). This same rationale applies for the administration of administrative rules.

37. By its own Final Orders, Florida Housing recognizes that it and applicants are bound by the terms of Florida Housing rules. *The Landing on Millenia Blvd. v. FHFC*, FHFC Case No. 2002-057 (Final Order entered October 10, 2011). Florida Housing is not permitted to disregard its own rules and score an application based on inferences and speculation. *APD 20 Housing Partners LP v. FHFC*, FHFC Case No. 2009-067UC (Final Order entered February 26, 2010).

38. Florida courts generally defer to an agency's interpretation of its own rules and the statutes that it administers. See *D.A.B. Construction, Inc. v. State of Transp.*, 656 So.2d 940, 944 (Fla. 1st DCA 1995); *Humana, Inc. v. Dept of Health & Rehab. Serv.*, 492 So.2d 388, 392 (Fla. 4th DCA 1986)(persuasive force). This deference is given to the interpretations of, and meanings assigned to, such rules and statutes by the officials charged with their administration. *Pan American World Airways, Inc. v. Fl. Public Ser. Comm.*, 427 So. 2d 716, 719 (Fla. 1983).

39. "[W]hen the agency's construction clearly contradicts the unambiguous language of the rule ... the construction is clearly erroneous and cannot stand." *Woodley v. Dep. of Health and Rehab. Serv.*, 505 So.2d 676, 678

(Fla. 1st DCA 1987); *see also Legal Envtl. Assistance Foundation v. Bd. of County Comm'rs. of Brevard County*, 642 So.2d 1081, 1083-84 (Fla. 1994) ("unreasonable interpretation" will not be sustained).

40. A basic premise of administrative law in Florida is that an Agency's interpretation of its own rules will be upheld unless it is clearly erroneous or amounts to an unreasonable interpretation. By "agency interpretation of its own rules", the courts in Florida are referring to some form of final agency action setting forth a proper, formal interpretation of its rules. The most often used example of such is a final order of an agency setting forth an interpretation of one of its rules. That basic premise of Florida administrative law that an agency's interpretation of its own rules will be upheld unless clearly erroneous or unreasonable does not refer to an agency interpretation of its rules articulated in some memorandum or correspondence or oral or written argument made in the course of a proceeding. It refers to an interpretation set forth in a final order or other evidence of final agency action or rule. In this proceeding, the Hearing Officer sits as the agency head for the purpose of, in part, formulating and recommending the correct interpretation of the agency's rules. Thus, in effect, the Hearing Officer, for this proceeding, is the agency head and as such is not bound by arguments and opinions advanced by agency staff and counsel with regard to the correct interpretation of the agency rules.

41. With regard to Application 2011-128C, Metro South Senior, and the threshold question of availability of infrastructure, Florida Housing's rules set forth in Part III.C.3, of the 2011 Universal Application Instructions, specifically state that "... if there is a moratorium pertaining to any of the utilities ... for this Development, the infrastructure is not available." The undisputed facts in this case clearly establish that the letter included in Metro South Senior's Application as Exhibit 30 purporting to satisfy the availability of infrastructure requirements specifically states that there is a "conditional moratorium" applicable to some of the infrastructure. The Florida Housing rule set forth in Part III.C.3. states unequivocally that " to achieve threshold, the Applicant must demonstrate that as of the date that signifies the Application Deadline for the 2011 Universal Cycle, each type of infrastructure is available to the Proposed Development site". It then states that "infrastructure is considered available if there are no impediments to obtaining service". The rule goes on to state that ". . . if there is a moratorium pertaining to any of the utilities . . . for this Development, the infrastructure is not available." Florida Housing cannot ignore the clear language of its own rules. The facts in this matter establish that as of the Application Deadline date in this matter, there was a moratorium pertaining to some of the utilities required by Metro South Senior for its proposed development. In such an event, Florida Housing has decreed in its rules that the infrastructure is therefore not available.

Thus, it is concluded as a matter of law that Florida Housing erred by not penalizing Metro Senior South in its Application because the utility service identified by the November 14, 2011 letter, Exhibit 30 to the Application, and Joint Exhibit 1 herein, demonstrated the existence of a moratorium with regard to part of the utilities and thus by rule, the infrastructure is deemed not available.

42. With regard to the Green Turnkey Application #2011-208C, it is concluded as a matter of law that Florida Housing in its Consent Agreement with Green Turnkey Plaza, Ltd., Petitioner's Exhibit 1, erroneously concluded that Green Turnkey was entitled to five points for Local Government support based on the Exhibit 39 submitted by Green Turnkey in its cure materials. A timely NOAD raised the issue of the validity of Exhibit 39. The evidence in this proceeding establishes that Exhibit 39 to Green Turnkey's Application is not true. On its face, it appears to certify the existence of a Fee Deferral for the subject project by the City of Miami. However, the evidence establishes that it is the position of the City of Miami that Exhibit 39 was not a confirmed commitment by the City that the impact fees would be deferred because the requirements for such a firm commitment by the City had not been met. This information was available, upon inquiry by Florida Housing at the time the NOAD raised the issue of the validity of Exhibit 39. Such inquiry is specifically allowed by the Rules of Florida Housing. The Rules set forth the 2011 Universal Application Instructions Part IV.A.

specifically provide that:

> The government contact person listed on the Verification of Local Government Contribution form(s) may be contacted to verify the nature and the amount of the contribution. If the amount and type of contribution is verified to be less than that represented in the Application, the Applicant will receive points only for the lesser amount. If the amount and type of contribution cannot be verified, the Applicant will receive zero points for that contribution.

43. Clearly, based upon the evidence herein, the amount and type of contribution set forth in Exhibit 39 of Green Turnkey's Application would not have been verified if the inquiry allowed by Florida Housing's Rules had been made.

44. Thus, pursuant to the Rules of Florida Housing, Green Turnkey and Application #2011-208C should have received zero points for Local Government support contributions.

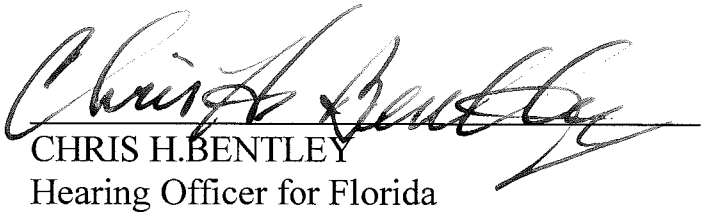
45. There is no dispute in this proceeding that if the Green Turnkey and Metro South Senior Applications were scored incorrectly, then Collins Park would have been funded. It is concluded as a matter of law that the Green Turnkey and Metro South Senior Applications were scored in error as set forth above.

RECOMMENDATION

Based upon the Findings of Fact and Conclusions of Law stated herein, it is RECOMMENDED that Florida Housing enter a Final Order holding that Green Turnkey's Application #2011-208C and Metro South Senior's Application #2011-128C were erroneously scored and determining that Petitioner's Application

#2011-052C is eligible for funding from the next available allocation.

Respectfully submitted this 5th day of September, 2012.



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