

Draft for consideration by the LLT board

**ROAD HOME CORPORATION, DBA LOUISIANA LAND TRUST
BOARD OF DIRECTORS SPECIAL MEETING
MINUTES OF OCTOBER 21, 2009**

held at
Louisiana State Capitol,
House Committee Room 1,
901 North 3rd Street, Baton Rouge, LA

CALL TO ORDER AND INITIAL MATTERS

The October 21, 2009 special meeting of the Board of Directors of the Road Home Corporation was called to order at 2:10 p.m. by Chairman Walter Leger. The roll was called with the following results:

Present:	Walter Leger, Jr.	Absent:	Donald Vallee
	Joseph Williams		Daryl Burckel
	Rebecca Shirley		Wesley Wyman
	Alvin Guillory		

A quorum of the board was present.

WELCOME OF NEW BOARD MEMBER

Chairman Leger began the meeting by welcoming the newest member of the Board of Directors – Rebecca Shirley. Mrs. Shirley completes the makeup of full board, by filling the third board position from one of the Hurricane Rita Parishes.

APPROVAL OF JUNE 25TH AND AUGUST 6TH MINUTES

Mr. Guillory moved to approve the minutes of the June 25, 1, 2009 meeting. Mr. Williams provided the second. The motion to approve the June 25, 2009 minutes passed unanimously.

The proposed August 6, 2009 minutes were called up for discussion. Chairman Leger advised the board of counsel's suggestion to add a description of St. Bernard Parish President Craig Taffaro's presentation regarding the parish's recovery to the August 6th minutes. Mr. Williams moved to approve the minutes of the August 6, 2009 meeting, with the addition suggested by Chairman Leger. His motion was seconded by Mr. Guillory. With the additional information added to the minutes, the motion to approve the minutes of August 6, 2009 carried without opposition.

ST. BERNARD PARISH DEMOLITION REIMBURSEMENT

Executive Director Michael Taylor reported that LLT and St. Bernard Parish and Mr. Paul Rainwater, Executive Director of the Louisiana Recovery Authority (LRA) were working on the reimbursement to St. Bernard for demolitions carried out under their original FEMA contract. Followed by presentations by CDM and BBEC on the overview of the process St. Bernard used for demolitions and Mr. Rainwater's LRA viewpoint, Mr. Taylor asked the Board to take action on the reimbursement request.

Chairman Leger summarized the situation for the Board. St. Bernard Parish owes its debris management contractor for the demolition and disposal of LLT properties in the parish. These properties were originally slated for demolition as part of the FEMA-funded program in St. Bernard. After the parish's demolition program was well underway, FEMA changed its reimbursement policy and refused to pay for the demolition of LLT properties, leaving a significant gap in funding. Mr. Robert Batherson of CDM and Mr. Craig Comeaux of BBEC discussed, in detail, the chronology of events for the work in St. Bernard beginning after Hurricane Katrina through August 13, 2008 when FEMA decided to stop funding the demolition, and then presented the ongoing demolition program activities in St. Bernard from that point through present.

Mr. Rainwater discussed in detail LRA's background on the St. Bernard demolitions and reiterated the LRA's support of LLT's reimbursement to St. Bernard. Mr. Rainwater assured Mr. Leger that his concerns with the potential for FEMA, HUD and OCD/LRA to dispute the cost were not warranted. At Mr. Leger's request, Mr. Rainwater will provide a written confirmation that LRA/OCD will financially support LLT for the reimbursement to St. Bernard. Mr. Rainwater also took time to compliment LLT for its work, noting that he has not received complaints related to Mr. Taylor and his team.

Mr. Eddie Legnon, LLT CFO, discussed the financial aspect of this reimbursement related to the additional cost associated with LLT operations. Mr. Legnon explained that the cost for reimbursement will likely increase our budget by 14%. Mr. Rainwater assured the Board that LRA/OCD will have the dollars to meet the budget needs.

LLT counsel Victor Franckiewicz discussed the legal aspects of the proposed funding plan. He noted that the tax and maintenance CEA between LLT and St. Bernard contemplated demolition of LLT properties by the parish based on St. Bernard's urgent needs. He described St. Bernard's ordinances addressing housing standards and minimum maintenance requirements that were amended after Hurricane Katrina to facilitate the parish's recovery. Under the parish ordinances, the parish was authorized to demolish houses that were not repaired within specified time frames, and to put a lien on the properties for the cost of demolition. If FEMA had paid for the demolitions as it originally committed to do, the lien would not be an issue. However, because the demolition cost of LLT properties has not been paid, St. Bernard has a claim for reimbursement against each demolished LLT property. The proposed funding plan

presented to the board would reimburse the demolition cost, and in return, the parish would waive any lien rights against LLT properties to avoid encumbering title to the properties that would adversely affect their disposition. Mr. Franckiewicz then presented the agreement he drew up for LLT to enter into with the Parish for reimbursement. He also presented a proposed motion to supplement to the Cooperative Endeavor Agreement (CEA) between St. Bernard and LLT that sets out a mutual agreement on how to pay for demolitions.

Mr. Williams then moved the following:

That the Louisiana Land Trust Executive Director is authorized to execute a supplement to the February 29th, 2008 Cooperative Endeavor Agreement between St. Bernard Parish and Louisiana Land Trust, substantially in the form attached, to provide funding to St. Bernard Parish for the demolition of LLT's structures that has already been accomplished, subject to conditions described in Section 27 of the attached, and that the LLT Board of Directors adopts the recitals set out in the attached as its findings and reasons for this motion.

Mr. Williams clarified that the form agreement referred to in his motion was the proposed agreement presented by Mr. Franckiewicz entitled "Supplement to Cooperative Endeavor Agreement between St. Bernard Parish and the Louisiana Land Trust."

Discussion of the motion followed, much of which focused on the funding conditions described in Section 27 of the proposed agreement. Regarding the funding conditions, Mr. Franckiewicz advised that LLT board member Don Vallee, who was unable to make this board meeting, asked Mr. Franckiewicz to report Mr. Vallee's recommendation to delay approving the motion unless and until LLT received written confirmation from the Office of Community Development and the Louisiana Recovery Authority that an additional \$30 million would be forthcoming for LLT's budget (in addition to the current \$195 million overall program estimate) to cover the cost the St. Bernard demolition reimbursement and the cost of additional work in the demolition program (such as satisfying LDEQ demands) that were not originally budgeted. He explained that Mr. Vallee's request is similar to the funding condition in Section 27(c),

Mr. Rainwater addressed Mr. Vallee's concern about the budgetary effect of reimbursing St. Bernard for its demolition program. Mr. Rainwater stated "I will fund you as long as it takes the job to get done." He went on to state that "if I have to write a letter saying that I'll give you that \$30 million, I'll be happy to do that. I'll scribble that out right now and put my signature on it and we'll move on. You have my commitment."

Mr. Franckiewicz advised the board that including the condition in the proposed Section 27(c) was a decision for the board to make, that the agreement would be legal, with or

without that condition. Mr. Williams then asked to amend his motion to strike the condition in Section 27(c). Mr. Guillory seconded the amendment to the motion based on Mr. Rainwater's funding assurances. Mr. Rainwater emphasized that commitment to the board by stating: "I will fund you to tear down every house, every slab."

There followed a short discussion about the need to provide the Executive Director with the flexibility to negotiate a final agreement with St. Bernard Parish, particularly with regards to a proposed condition on the funding that would require a release, hold harmless, and indemnification agreement from St. Bernard Parish's contractors and consultants who were to be paid from the reimbursement funds. Mr. Williams agreed that his motion should be read to include that flexibility, and Mr. Franckiewicz described a short revision to Section 27 that would accomplish that flexibility by retaining Section 27(a), (b), and (d), while leaving other conditions to the discretion of the Executive Director.

Mr. Leger restated Mr. Williams' motion, which included retaining conditions A, B and D of Section 27 of the proposed agreement originally presented to the board by counsel, and any such additional reasonable conditions that in the discretion of the Executive Director are necessary to protect in the interests of LLT. Mr. Guillory confirmed his second of the motion.

Mr. Franckiewicz called the board's attention to Recital No. 12 in the proposed agreement, which addresses the fact that St. Bernard's unit cost of demolition for the remaining structures is substantially higher than LLT's unit cost. The board considered this difference, and felt that it was acceptable under the circumstances, particularly considering that St. Bernard's cost was set in December 2005 when the market for demolition services was heavily influenced by post-Katrina recovery efforts. At LLT's overall rates for demolition, it would have cost \$35 million for LLT to have demolished all of its structures in St. Bernard. However, FEMA paid for most of the demolitions through St. Bernard's program before FEMA changed its mind about funding. And now, it is costing LLT \$20 million for the remainder of the structures through the proposed reimbursement to St. Bernard, so LLT is still coming out ahead. I will cost \$20 million of CDBG money for the structures remaining after FEMA payment where it could have been \$35 million of CDBG money if LLT had been required to demolish all of the structures.

The board and counsel addressed whether it is more appropriate for the cost differential and cost reasonableness findings to be included in text of the agreement with St. Bernard Parish or in the motion considered by the board in approving the agreement. The consensus was that they should be incorporated into the motion, which was agreed to by Mr. Williams as movant and Mr. Guillory as the board member who furnished the second to the motion.

Mr. Williams' motion, as amended and augmented by the findings regarding cost reasonableness, is restated as follows:

That the Louisiana Land Trust Executive Director is authorized to execute a supplement to the February 29th, 2008 Cooperative Endeavor Agreement between St. Bernard Parish and Louisiana Land Trust, substantially in the following form, to provide funding to St. Bernard Parish for the demolition of LLT's structures, subject to conditions described in Section 27:

**SUPPLEMENT TO
COOPERATIVE ENDEAVOR AGREEMENT
between
ST. BERNARD PARISH
and
LOUISIANA LAND TRUST**

This Supplement to Cooperative Endeavor Agreement (“Supplement”) is made and entered into by and between the **Parish of St. Bernard** (“Parish”) herein represented by Craig P. Taffaro, Jr., its President, and the **Road Home Corporation, d/b/a Louisiana Land Trust** (“LLT”), herein represented by Michael B. Taylor, its Executive Director, to be effective upon satisfaction of the conditions described in Section 27.

RECITALS

1. WHEREAS, the Parish and LLT entered into a cooperative endeavor agreement effective February 29, 2008 wherein they agreed to certain matters concerning maintenance and demolition of LLT properties located in the Parish (the “CEA”); and

2. WHEREAS, Article I, Section 1(D)(i) of the CEA recognized that certain structures may pose an imminent danger, that such structures needed to be demolished immediately, that the Parish and the LLT would mutually decide the most expedient method to demolish such properties, and would decide whether or not such properties would be demolished by LLT or the Parish through its contractors; and

3. WHEREAS, the Parish and LLT mutually decided that to the maximum extent possible, LLT structures should be demolished as part of the Parish’s demolition program funded by the Federal Emergency Management Agency (“FEMA”), with the understanding that FEMA had

approved LLT structures as eligible for such funding when the structures posed an immediate threat to the safety of the general public, pursuant to an October 4, 2007 letter from Jim Stark of FEMA to Col. Thomas Kirkpatrick, the Louisiana State Coordinating Officer; and

4. WHEREAS, the Parish determined that the LLT properties proposed for demolition were immediate threats to the safety of the general public, the rationale for which is explained in a March 14, 2008 letter from Parish President Craig P. Taffaro, Jr. to James Stark, Director of the FEMA Louisiana Transitional Recovery Office; and

5. WHEREAS, notwithstanding FEMA's October 4, 2007 eligibility determination, FEMA eventually ceased funding St. Bernard for demolition of LLT structures. Instead, in a letter dated August 13, 2008 to Col. Thomas Kirkpatrick, FEMA advised that of the 5,664 vacant structures identified by the Parish, only 1,594 (not owned by LLT) were eligible for FEMA-funded demolition, and further advised that the State of Louisiana would accept responsibility for any remaining demolitions under the Parish demolition program; and

6. WHEREAS, in an October 21, 2008 letter from Carlos J. Castillo of FEMA to Col. Thomas Kirkpatrick, FEMA determined that all contract unit prices associated with the URG contract were reasonable, citing among other reasons that the URG contract was competitively procured in accordance with program requirements; and

7. WHEREAS, the Parish has advised LLT that because FEMA denied funding to demolish LLT structures, representatives of the Louisiana Recovery Authority and the State of Louisiana agreed to fund the Parish's cost to demolish LLT structures through LLT; and

8. WHEREAS, that the need for such funding is consequence of FEMA's decision to discontinue paying for the demolition of LLT's structures.

9. WHEREAS, the Parish determined that the public health and safety of the Parish and its citizens required an aggressive program to demolish structures (including but limited to those owned by LLT), where those structures did not meet minimum code requirements, and

10. WHEREAS, pursuant to that determination, the Parish adopted ordinances that established requirements for property owners to clean, secure, and repair structures damaged beyond habitability, and further

established notice, hearing, and demolition procedures for structures that failed to meet those requirements; and

11. WHEREAS, the Parish determined that essentially all of LLT's structures in the Parish failed to meet code requirements, initiated demolition proceedings for all such properties and did, in fact, demolish all such properties through its debris removal contractor, Unified Recovery Group, LLC ("URG"), whose contract covering such work is dated December 9, 2005; and

12. WHEREAS, Parish ordinances regarding code enforcement provide that the cost of Parish-mandated demolitions may be charged to the property owner on a tax bill, and if not paid, the charges may be recorded as a mortgage on the property, thus constituting a lien and privilege thereon; and

13. WHEREAS, the Parish has submitted documents to LLT showing an unfunded demolition cost of approximately \$20.5 million pertaining to LLT structures demolished under the authority of the Parish's ordinances; and

14. WHEREAS, the Parish extended the URG contract for an additional 180 days beyond the three-year period covered by its original procurement in Amendment 4 to the URG contract, which amendment is dated December 18, 2008; and

15. WHEREAS, LLT is advised that the Parish's original procurement of the URG contract, as well as its 180 day extension, are not subject to the Louisiana Public Bid Law because the procurements were for services, as described in Louisiana Attorney General Opinion No. 07-0061 dated March 1, 2007 and

16. WHEREAS, LLT believes that notwithstanding arguments under which LLT could challenge certain charges asserted against LLT properties under code enforcement ordinances, pursuing such a challenge would not be in the best interest of LLT in that it would divert resources from LLT's demolition and disposition programs, would cloud the title to LLT's properties, and would tie up LLT's properties in litigation, thus inhibiting their return to commerce, contrary to the mission of LLT; and

17. WHEREAS, the payments contemplated to the Parish under this supplement to the CEA are not currently budgeted or planned as part of LLT's estimated overall program cost of approximately \$195 million; and

18. WHEREAS, the Parish believes that returning LLT's properties to commerce quickly is essential for St. Bernard Parish and its citizens to recover from Katrina and

19. WHEREAS, LLT executes this supplement to the CEA in reliance on its understandings and the representations recited herein, and as authorized by the LLT Board of Directors at its October 21, 2009 meeting; and

20. WHEREAS, the Parish executes this supplement to the CEA under the authority of resolution No. _____ passed by the St. Bernard Parish Council on October _____, 2009 and approved by the St. Bernard Parish President on October _____, 2009.

NOW, therefore, in consideration of the foregoing, and of the mutual promises and benefits described herein, the Parish and LLT enter this supplement to the CEA, and agree to be bound as described herein.

AGREEMENT

21. Mutual Determination of Expedient Demolition. Pursuant to Article I, Section 1(D)(i) of the CEA, LLT and the Parish agree that the most expedient method to demolish LLT properties in St. Bernard Parish that were determined by the Parish to be immediate threats to public health or safety was for the Parish to utilize the services of URG under its debris management and removal services contract.

22. LLT Agreement to Pay Demolition Costs. Subject to the conditions described in Section 27, LLT agrees to pay the Parish for the documented cost of demolishing LLT structures, along with the cost of program management services provided by Barowka & Bonura Engineers and Consultants, LLC to oversee the URG contract, up to a maximum amount of \$20,486,703.73 for all costs of demolition and program management.

23. Parish Agreement to Accept LLT's Payment. The Parish agrees that LLT's payment in accordance with this supplement to the CEA shall satisfy any and all charges that exist, that have arisen in the past, or may arise in the future, as a consequence of any demolition on an LLT property up to and including the date of execution of this agreement. Further, the Parish agrees that it has not initiated, nor will it initiate or pursue, any action against LLT for payment of the demolition costs

addressed herein. This agreement embraces any and all interest, fees, expenses, surcharges, or costs of any type.

24. No Mortgage, Lien, or Privilege against LLT Properties.

The Parish agrees that it shall not assert any mortgage, lien, or privilege against any LLT property as a consequence of the demolition work addressed by this supplement to the CEA. To the extent that any such mortgage, lien, or privilege against any LLT property currently exists, the Parish agrees to withdraw, cancel, vacate, or otherwise dissolve and renounce it, and shall completely release and acquit LLT from and of any such mortgage, lien, or privilege.

25. No Further Demolition of LLT Properties by the Parish.

From and after the date it executes this supplement, the Parish shall not demolish any structure or property owned or controlled by LLT. Instead, if the Parish deems an LLT structure or property to be noncompliant with local ordinances, it shall notify LLT and proceed in accordance with Article I, Section 1(B) of the CEA.

26. Reimbursement Provisions. If any cost paid hereunder is disallowed by LLT's funding agencies, the Parish shall reimburse LLT for any and all such amounts.

27. Conditions. LLT's obligation to pay for the demolitions described herein is contingent upon the following:

- a. Documentation as necessary for monitoring and audit purposes to substantiate the underlying costs and transactions.
- b. Written approval by the Louisiana Office of Community Development, and other cognizant agencies, if any, that the expenditure of funds contemplated by this supplement to the CEA is allowable from CDBG grant funding, and that they acknowledge that the unit cost of the demolitions conducted through the Parish's 2005 contract with URG are significantly higher than the estimated cost for comparable demolitions performed by LLT under its present day contracts.
- c. Release by the Parish, URG, and Barowka & Bonura Engineers and Consultants, LLC of any claims, liens, or privileges applicable to any LLT property, and an

agreement by URG to defend, hold harmless, and indemnify LLT from claims, liens, or privileges asserted by any of its subcontractor or suppliers at any tier.

28. Supplemental Nature of this Agreement. This agreement is supplemental to the CEA, which shall continue in full force and effect according to its terms, which are incorporated herein by reference.

EXECUTION

THUS DONE AND SIGNED on the date(s) noted below:

St. Bernard Parish, by

Louisiana Land Trust, by

Craig P. Taffaro, Jr.
Parish President

Date

Michael B. Taylor
Executive Director

Date

The board finds that on a unit cost basis, the demolition costs presented by the Parish to LLT are approximately three times higher than the costs presently being incurred by LLT for similar demolition work. However, LLT recognizes that the Parish’s demolition cost, through its contractor, reflects costs prevailing in December 2005 when the URG contract was first procured.

In negotiating the details of an agreement with St. Bernard Parish, the Executive Director is authorized to include additional reasonable conditions that he determines in his discretion are necessary to protect the interests of LLT.

Mr. Leger called for a vote, and the motion as amended passed unanimously.

RECOMMENDATION FOR AWARD OF LEGAL SERVICES

Mr. Taylor reported that during the previous meeting, the Board voted to terminate the legal contract with Deutsch, Kerrigan & Stiles, LLP (DKS), and proceed with a new legal RFP. Mr. Legnon headed up the selection process. The selection panel was made up of Patrick Keller, attorney with DRU/OCD, John Marshall from NORA, and Carol Newton, Director of the State Office of Community Development. The panel met on October 14th

and spent several hours evaluating the proposals.

Mr. Legnon reported that the RFP was advertised beginning on September 2, 2009. Written inquiries related to the RFP were submitted on the 11th of September; those questions were answered on the 18th of September and posted on the LLT website. The deadline to submit proposals was September 25, 2009. Four firms submitted proposals: Baker Donaldson, Butler Snow, DKS, and Montgomery Barnett. The committee scored each proposal in four categories: experience, staff qualifications, cost, and the approach to handle the contract. Butler Snow had an average score of 95.67%. DKS had an average score of 71.33%. Montgomery Barnett had an average score of 70%. Baker Donaldson came in with a score of 56%. Overall, Butler Snow was selected by the panel. Mr. Legnon recommended awarding the contract to Butler Snow.

Mr. Taylor recommended setting the contract maximum at \$450,000 for the first year of the legal services contract.

Mr. Taylor addressed the related matter regarding the transition from LLT's prior legal services contract. At the August 6, 2009 board meeting, the Chairman's ruling was to recognize Victor Franckiewicz as LLT's continuing legal counsel during the termination process to carry out necessary legal work for the interim period. Mr. Taylor called the board's attention to the proposed motion in the board packets that would ratify the Chairman's ruling, formalize the interim arrangement as a novation of the prior legal services contract, release DKS effective August 1, 2009, and terminate the interim arrangement upon the effective date of the new legal services contract awarded under the RFP process.

Mr. Williams then made the following motion, which Mr. Guillory seconded:

That LLT accept the recommendation of the Legal Services RFP evaluation panel and of the Executive Director to award LLT's legal services contract to the law firm of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, and to authorize the Executive Director to execute a contract with that firm in accordance with the RFP, with an effective date of October 16, 2009, and a first year contract cap of \$450,000.

Further, to address the provision of legal services during the interim period following the departure of the lead attorney from LLT's prior law firm (Deutsch, Kerrigan & Stiles, LLP) on July 31, 2009, it is moved:

1. To ratify the Chair's ruling at the August 6, 2009 board meeting to recognize Victor J. Franckiewicz, Jr. as LLT's counsel.

2. To recognize Mr. Franckiewicz as solidarily liable with his prior law firm for the prior legal services contract, as contemplated by La. Civil Code Article 1794 and the Rules of Professional Responsibility.
3. To consent to a novation of the prior legal services contract, substituting Victor J. Franckiewicz, Jr. in place of Deutsch, Kerrigan & Stiles, LLP, pursuant to La. Civil Code Article 1882, effective August 1, 2009; and releasing and discharging Deutsch, Kerrigan & Stiles, LLP from obligations under the legal services contract, also effective August 1, 2009.
4. To terminate the prior legal services contract in its entirety upon the effective date of the new legal services contract.

Mr. Leger called for a vote, with all board members present voting in the affirmative, whereupon, Mr. Leger declared the contract for legal services awarded to Butler Snow.

AMENDMENT TO AGS CONTRACT

Mr. Taylor proposed to take the issue of the AGS contract amendment off the agenda, citing the need for additional work on the amendment. Chairman Leger asked that the Board defer consideration to the Amendment of the AGS Contract until the next meeting of the Board. Without objection, the issue is deferred.

BRIEFING ON LDEQ POSITION ON STORM WATER PERMITTING

Mr. Leger began the briefing by notifying the Board that there would be no action taken on this issue today because of the delicate sensitivity of the situation.

A lengthy discussion related to the storm water permit issue was led by Bob Batherson, with Camp Dresser and McKee (CDM), and LLT's counsel, Mr. Franckiewicz. They explained that the Louisiana Department of Environmental Quality (LDEQ) issued a Notice of Deficiency to the LLT through CDM in August alleging violations of storm water regulations. The Notice of Deficiency was issued for sites in St. Bernard Parish where LLT was removing slabs. LDEQ asserted that LLT proceeded without a proper storm water permit, and that sand had eroded from the worksite to the street, which violates the Storm Water Regulations, implying that the eroded sand is in effect a pollutant.

LDEQ's position is that the land area of LLT's separate properties must be combined for

purposes of storm water regulation, and that once combined, LLT exceeds the 5-acre threshold for large construction activity that triggers industrial storm water regulation. CDM and LLT disagree with LDEQ's view that LLT properties fall under the industrial storm water discharge and construction site runoff. Neither the original EPA nor LDEQ regulations cover the scenario of incorporating small sites that are discontinuous as are the LLT properties. LDEQ feels differently, and takes the position that all LLT properties within a parish constitute a "common plan" for regulatory purposes, and the fact that individual LLT sites are smaller than any regulatory threshold does not matter.

Mr. Batherson presented technical information on what would be required to comply with the regulations asserted by LDEQ, described the "Best Management Practices" commonly utilized to control erosion and sedimentation. He estimated that the cost for LLT to comply with the regulations asserted by LDEQ would be approximately \$5 million.

Mr. Franckiewicz addressed the range of legal options available to LLT. He noted that he has searched nationwide, and has not found any instance where the storm water regulations have been applied to discontinuous sites, But he stressed that under LDEQ's interpretation of the regulations, LLT and its contractors are presently at risk for criminal sanctions for proceeding with the slab removal program currently being implemented.

Upon the conclusion of this discussion, it was decided that LLT, CDM and LDEQ officials should meet in the near future to discuss the various options to reach a conclusion on this issue.

ADJOURNMENT

Mr. Guillory moved to adjourn and Mr. Leger seconded. The motion passed unanimously. The meeting was concluded at 4:10 p.m.

CERTIFICATION

I certify that the foregoing are the minutes of the October 21, 2009 meeting of the Road Home Corporation Board of Directors, and that these minutes were approved by the board on the _____ day of _____, 2010.

Certifying Board Member

Date