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U.S. DIST. COURT WESTERN DIST. OF OKLA.
BY *[Signature]*

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

No. **CR 09-168 D**

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 -vs-)
)
 LARRY C. SHAVER,)
 LEWIS PATRICK COLBERT, and)
 HOWARD MICHAEL WAMPLER,)
)
 Defendants.)

Violations: 18 U.S.C. § 1349
18 U.S.C. § 1343
18 U.S.C. § 2
18 U.S.C. § 1956(a)(1)(B)(i)
18 U.S.C. § 1957(a)
18 U.S.C. § 1014
18 U.S.C. § 981(a)(1)(C)
28 U.S.C. § 2461(c)

INDICTMENT

The Federal Grand Jury charges:

Introduction

At all times relevant to this Indictment:

1. McSha Properties, Inc. ("McSha Properties") was a privately held Oklahoma corporation with its principal place of business in Norman, Oklahoma. Among other business activities, McSha Properties developed low-income housing projects throughout Oklahoma under the federal tax credit program set out in Section 42 of the Internal Revenue Code.
2. Defendant **LARRY C. SHAVER** was chief executive officer and a director of McSha Properties.

3. Defendant **LEWIS PATRICK COLBERT** was an outside accountant and auditor for McSha Properties until approximately April of 2006, when he became chief financial officer of McSha Properties.

4. Defendant **HOWARD MICHAEL WAMPLER** was responsible for supervising the construction of multi-family units developed by McSha Properties. In August of 2003, he became a vice president of McSha Properties.

5. R.K. was a certified public accountant with offices in Norman, Oklahoma.

6. Kanima Properties, LLC (“Kanima Properties”) was an Oklahoma limited liability company owned and controlled by **COLBERT** and his wife, A.L.F.

7. SunAmerica Affordable Housing Partners, Inc. (“SunAmerica”) was a syndicator of federal low-income housing tax credits with its principal place of business in Los Angeles, California.

8. Munimae Midland Construction Finance, LLC (“Munimae”) was a syndicator of federal low-income housing tax credits with offices in Clearwater, Florida.

9. BancFirst was a financial institution with offices in Norman, Oklahoma, that maintained deposits insured by the Federal Deposit Insurance Corporation (“FDIC”).

10. McClain Bank was a financial institution with offices in Purcell, Oklahoma, and Norman, Oklahoma, that maintained deposits insured by the FDIC.

11. American Bank of Texas was a financial institution with offices in Sherman, Texas, that maintained deposits insured by the FDIC.

12. Bank One was a financial institution with offices in various states that maintained deposits insured by the FDIC.

13. JPMorgan Chase (“Chase”) was a financial institution with offices in various states that maintained deposits insured by the FDIC. Chase merged with Bank One in 2004.

14. Citibank was a financial institution with offices in various states that maintained deposits insured by the FDIC.

15. Independent Bankers’ Bank was a financial institution with offices in Lake Mary, Florida, that maintained deposits insured by the FDIC.

16. Republic Bank was a financial institution with offices in Norman, Oklahoma, that maintained deposits insured by the FDIC.

17. Stillwater National Bank was a financial institution with offices in the Western District of Oklahoma that maintained deposits insured by the FDIC.

18. Before developing each low-income housing project to be financed through federal low-income housing tax credits, various combinations of the defendants and others created a limited partnership to own that particular project. In most instances, these partnerships were named “McSha Affordable Housing – [location], LP.” For each project relevant to this Indictment, McSha Properties served as the Construction Manager.

Background: Federal Low-Income Housing Tax Credits

19. Pursuant to Section 42 of Title 26 of the United States Code, the federal government provides tax credits in connection with the construction of low-income housing projects. In Oklahoma, the Oklahoma Housing Finance Agency (“OHFA”) administers this federal tax credit program. The federal government determines the amount of tax credits available for disbursement by OHFA. Each project qualifies for a different amount of tax credits, depending on the cost of building it, also known as the eligible cost basis.

20. A developer who wishes to construct a project eligible for federal low-income housing tax credits must apply to OHFA. During this competitive process, OHFA considers a detailed projected budget provided by the developer and approves those projects that will be most likely to benefit Oklahoma residents who need low-income housing options.

21. In order to finance construction under the federal low-income housing tax credit program, developers often work with syndicators, which are companies that take a large share of the ownership of a particular project, receive the federal tax credits generated by a project, and sell those federal tax credits to investors. In some instances, syndicators use their own funds to finance projects; in other instances, syndicators obtain financing from banks. In either event, a syndicator monitors and approves periodic payments to the developer, contractors, and others involved in the construction of a low-income housing project eligible for federal tax credits. The process of monitoring and

approving payments requires the syndicator to receive documents from the developer such as invoices from construction companies, certifications from architects, and analyses of cost categories.

22. When developers and general contractors receive funds to pay construction costs, they also receive a specified amount as profit, calculated according to a formula and approved by OHFA.

23. When construction is complete, the developer must submit a final cost certification to OHFA for the purpose of establishing the total eligible cost basis of the project. Based on this final cost certification, OHFA issues Internal Revenue Service Form 8609, Low-Income Housing Credit Allocation and Certification, which formally allocates the tax credits to the project and allows investors to use the tax credits in connection with federal tax returns. Investors may use these tax credits over a period of ten years after allocation.

COUNT 1
Conspiracy to Commit Wire Fraud

24. The Federal Grand Jury incorporates paragraphs 1-2, 4-5, 7-10, 12, 15, and 18-23 by reference.

25. From about June 3, 2002, to about November of 2004, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER and**
HOWARD MICHAEL WAMPLER -----

knowingly and intentionally, and with interdependence, combined, conspired, and agreed with each other and with others known and unknown to the Federal Grand Jury to commit the offense of wire fraud, in violation of Title 18, United States Code, Section 1343.

The Object of the Conspiracy

26. The object of the conspiracy was to use shell construction companies owned by the defendants to create false construction invoices relating to federal low-income housing tax credit projects, which would fraudulently inflate the cost basis of the projects and increase the federal tax credits allocated for the projects. The object of the conspiracy included submitting false invoices to lenders and depositing money generated by these false invoices into the defendants' bank accounts for their personal use and benefit.

Manner and Means

27. The object of the conspiracy was accomplished as follows:

A. On about June 4, 2002, **SHAVER, WAMPLER**, E.C., and M.H.M. caused the creation of Frankenburg Construction, LLC ("Frankenburg"), an Oklahoma limited liability company. Each individual owned one-quarter of Frankenburg.

B. On about November 4, 2002, **SHAVER**, E.C., M.H.M., and S.C.J. caused the creation of SLEM, LLC ("SLEM"), an Oklahoma limited liability company. Each individual owned one-quarter of SLEM.

C. On about September 29, 2003, **SHAYER, WAMPLER, E.C.,** and **M.H.M.** caused the creation of Frankenburg Construction II, LLC (“Frankenburg II”), an Oklahoma limited liability company. Each individual owned one-quarter of Frankenburg II.

D. Frankenburg maintained a checking account at BancFirst, account number XXXXXX3638. Frankenburg II used this same account to engage in financial transactions.

E. SLEM maintained a checking account at BancFirst, account number XXXXXX3225.

F. Frankenburg, Frankenburg II, and SLEM had no employees, equipment, office space, or customers. All three companies used the address of an attorney in Muskogee, Oklahoma, and later the address of an accountant in Norman, Oklahoma, for the purpose of receiving mail and maintaining bank accounts.

G. From approximately August of 2002 to November of 2004, **SHAYER** and **WAMPLER** caused Frankenburg and Frankenburg II to create false construction invoices for work supposedly performed at low-income housing projects being developed by McSha Properties.

H. **SHAYER** and **WAMPLER** caused these false Frankenburg and Frankenburg II invoices to be sent to syndicators and lenders for low-income housing projects, including SunAmerica and Munimae. These false invoices caused creditors of

the low-income housing projects to make payments to limited partnerships that owned low-income housing projects for which McSha Properties served as the Construction Manager.

I. **SHAYER** and **WAMPLER** caused payments generated by the false Frankenburg and Frankenburg II invoices to be transmitted by interstate wire communications from syndicators and lenders into bank accounts owned by one of several limited partnerships responsible for low-income housing projects.

J. **SHAYER** and **WAMPLER** caused these limited partnerships to pay Frankenburg in the approximate amounts of the payments generated by the false Frankenburg and Frankenburg II invoices.

K. **SHAYER** and **WAMPLER** caused R.K. to write checks drawn on the Frankenburg account to **SHAYER**, **WAMPLER**, E.C., M.H.M., S.C.J., and SLEM that totaled approximately the amount of the payments generated by the false Frankenburg and Frankenburg II invoices.

L. **SHAYER** then caused R.K. to write checks out of SLEM's account at BancFirst to **SHAYER**, E.C., M.H.M., and S.C.J. that totaled approximately the amount deposited into the SLEM account as a result of the false Frankenburg and Frankenburg II invoices.

Overt Acts

28. In order to effect the object of the conspiracy, the following overt acts, among others, were committed on about the following dates:

A. On June 3, 2002, **SHAVER** and **WAMPLER** signed a Frankenburg operating agreement as members of the limited liability company.

B. On November 4, 2002, **SHAVER** caused the formation of SLEM.

C. On August 7, 2002, **WAMPLER** signed a signature card to open Frankenburg's account at BancFirst.

D. On November 27, 2002, **SHAVER** signed a signature card to open SLEM's account at BancFirst.

April 2004 False Invoice for the Moore Project

E. On April 27, 2004, **WAMPLER** created a false invoice for Frankenburg II to McSha Construction in the amount of \$110,143.69 relating to work supposedly performed at a low-income housing project known as "The Gardens at Moore."

F. On May 6, 2004, **SHAVER** caused his name to be signed on an Application and Certification for Payment on behalf of McSha Properties in which McSha Properties certified falsely that the work described in the false April 27, 2004, Frankenburg II invoice had been completed. This false document requested payment from SunAmerica in the amount of \$115,964.68, which included overhead and profit for McSha Properties.

Distribution of Proceeds from the False Invoice for the Moore Project

G. On May 14, 2004, SunAmerica caused Citibank to wire \$116,457.68 to an account of McSha Affordable Housing – Moore, L.P. (“MAH-Moore”) at Bank One. This included the \$115,964.68 that McSha Properties had requested on May 6, 2004. On May 15, 2004, **WAMPLER** signed two checks from MAH-Moore to Frankenburg. One of these checks was in the amount of \$94,638.69; the other was in the amount of \$13,954.50. Both checks represented proceeds of the false April 27, 2004, Frankenburg II construction invoice. This money was deposited into Frankenburg’s account at BancFirst on May 25, 2004, and resulted in an account balance of \$125,809.42.

H. On May 27, 2004, **SHAVER** caused R.K. to disburse \$100,000 from Frankenburg’s account at BancFirst to **SHAVER, WAMPLER, E.C., M.H.M., S.C.J.,** and **SLEM**. **SHAVER** instructed that each check should be in the amount of \$10,000, with the exception of the check to **SLEM**, which should be in the amount of \$50,000. After this \$50,000 was deposited into **SLEM**’s account at BancFirst, **SLEM**’s account balance was \$50,147.93. **SHAVER** further instructed R.K. to disburse this \$50,000 from **SLEM**’s account at BancFirst to **SHAVER, E.C., M.H.M.,** and **S.C.J.**, with each payment in the amount of \$12,500.

June 2004 False Invoice for the Seminole Project

I. On June 28, 2004, **WAMPLER** created a false invoice for Frankenburg II to McSha Construction in the amount of \$112,152.00 relating to work supposedly performed at a low-income housing project known as “The Gardens at Seminole.”

J. On July 7, 2004, **SHAVER** caused his name to be signed on an Application and Certification for Payment on behalf of McSha Properties in which McSha Properties certified falsely that the work described in the false June 28, 2004, Frankenburg II invoice had been completed. This false document requested payment from Munimae in the amount of \$364,056.26, which included overhead and profit for McSha Properties.

Distribution of Proceeds from the False Invoice for the Seminole Project

K. In the fall of 2003, Munimae engaged Phelps Title Insurance Agency in Seminole, Oklahoma, for the purpose of ensuring clear title to the real property on which MAH-Seminole would be constructing The Gardens at Seminole. As construction proceeded, Munimae forwarded funds to Phelps Title Insurance Agency based on the documentation of construction costs provided to Munimae by MAH-Seminole. After Phelps Title Insurance Agency received these funds and confirmed that no liens had been placed on the property, Phelps Title Insurance Agency forwarded the funds to MAH-Seminole. On July 20, 2004, Munimae caused Independent Bankers' Bank in Lake Mary, Florida, to wire \$365,841.15 to an account of Phelps Title Insurance Agency at BancFirst in Seminole, Oklahoma. On the same day, Phelps Title Insurance Agency wired these same funds to McSha Affordable Housing – Seminole, L.P. (“MAH-Seminole”) at McClain Bank. This included the \$364,056.26 that McSha Properties had requested in the July 7, 2004, Application and Certification. On July 15, 2004, **WAMPLER** signed a check from MAH-Seminole to Frankenburg in the amount of \$110,276.00. This check

represented proceeds of the false June 28, 2004, Frankenburg II construction invoice.

This money was deposited into Frankenburg's account at BancFirst on July 22, 2004, and resulted in an account balance of \$134,960.42.

L. On August 8, 2004, **SHAVER** instructed R.K. to disburse \$120,000 from Frankenburg's account at BancFirst to **SHAVER, WAMPLER, E.C., M.H.M., S.C.J.,** and SLEM. **SHAVER** instructed that each check should be in the amount of \$12,500, with the exception of the check to SLEM, which should be in the amount of \$57,500. After this \$57,500 was deposited into SLEM's account at BancFirst, SLEM's account balance was \$57,647.93. **SHAVER** further instructed R.K. to disburse \$56,000 from SLEM's account at BancFirst to **SHAVER, E.C., M.H.M.,** and S.C.J., with each payment in the amount of \$14,000.

All in violation of Title 18, United States Code, Section 1349.

COUNT 2
Wire Fraud

29. The Federal Grand Jury incorporates paragraphs 1-2, 4-5, 7-10, 12, 15, and 18-23 by reference.

The Scheme to Defraud

30. The Federal Grand Jury incorporates paragraphs 27, 28A-28D, and 28I-28L by reference.

31. It was further part the scheme that **SHAVER** and **WAMPLER** used these funds for their own purposes rather than to pay for costs associated with any projects eligible for federal low-income housing tax credits.

Interstate Wire Transmission in Furtherance of the Scheme

32. On about July 20, 2004, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER and
HOWARD MICHAEL WAMPLER,** -----

for the purpose of executing a scheme to obtain money by means of materially false and fraudulent pretenses, representations, and promises, knowingly caused to be transmitted signals by means of wire communications in interstate commerce. In particular, **SHAVER** and **WAMPLER** caused Munimae to transmit an electronic message from Clearwater, Florida, to Norman, Oklahoma, confirming that Munimae would be wiring \$365,841.15 to fund a draw request for The Gardens at Seminole.

All in violation of Title 18, United States Code, Section 1343, and Title 18, United States Code, Section 2.

**COUNT 3
Money Laundering**

33. The Federal Grand Jury incorporates paragraphs 1-2, 4-5, 7-10, 12, 15, 18-23, 27, 28A-28D, 28I-28L, 31, and 32 by reference.

34. On about July 22, 2004, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER and
HOWARD MICHAEL WAMPLER** -----

knowingly conducted and caused to be conducted a financial transaction affecting interstate commerce by causing a check in the amount of \$110,276.00 from McSha

Affordable Housing – Seminole, L.P., drawn on an account at McClain Bank, account number XXX3264, and made payable to Frankenburg Construction, to be deposited into the account of Frankenburg at BancFirst, account number XXX3264, after these funds had been derived from wire fraud, a specified unlawful activity pursuant to Title 18, United States Code, Sections 1956(c)(7)(A) and 1961(1), with the knowledge that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of proceeds of the specified unlawful activity and also with the knowledge that the property involved in the transaction represented proceeds of some form of unlawful activity.

All in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i), and Title 18, United States Code, Section 2.

COUNT 4
Money Laundering

35. The Federal Grand Jury incorporates paragraphs 1-2, 4-5, 7-10, 12, 15, 18-23, 27, 28A-28D, 28I-28L, 31-32, and 34 and by reference.

36. On about August 12, 2004, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER** -----

knowingly engaged in a monetary transaction by, through, or to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000. In particular, **SHAVER** caused a check in the amount of \$12,500 drawn on the

account of Frankenburg Construction, LLC, at BancFirst to be deposited into his personal account at Bank One, account number XXXXX6571, after these funds had been derived from wire fraud, a specified unlawful activity pursuant to Title 18, United States Code, Sections 1956(c)(7)(A) and 1961(1).

All in violation of Title 18, United States Code, Section 1957(a), and Title 18, United States Code, Section 2.

COUNT 5
Money Laundering

37. The Federal Grand Jury incorporates paragraphs 1-2, 4-5, 7-10, 12, 15, 18-23, 27, 28A-28D, 28I-28L, 31-32, and 34 by reference.

38. On about August 11, 2004, in the Western District of Oklahoma and elsewhere,

----- **HOWARD MICHAEL WAMPLER** -----

knowingly engaged in a monetary transaction by, through, or to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000. In particular, **WAMPLER** caused a check in the amount of \$12,500 drawn on the account of Frankenburg Construction, LLC, at BancFirst to be deposited into his personal account at Republic Bank, account number XXX5626, after these funds had been derived from wire fraud, a specified unlawful activity pursuant to Title 18, United States Code, Sections 1956(c)(7)(A) and 1961(1).

All in violation of Title 18, United States Code, Section 1957(a), and Title 18, United States Code, Section 2.

COUNT 6
Conspiracy to Commit Wire Fraud

39. The Federal Grand Jury incorporates paragraphs 1-4, 6-7, 10-11, 13-14, and 18-23 by reference.

40. From about August of 2003 to about August 3, 2006, in the Western District of Oklahoma and elsewhere,

-----LARRY C. SHAVER,
LEWIS PATRICK COLBERT, and
HOWARD MICHAEL WAMPLER -----

knowingly and intentionally, and with interdependence, combined, conspired, and agreed with each other and with others known and unknown to the Federal Grand Jury to commit the offense of wire fraud, in violation of Title 18, United States Code, Section 1343.

The Object of the Conspiracy

41. The object of the conspiracy was to use shell construction companies owned by the defendants to create false construction invoices relating to federal low-income housing tax credit projects, which would fraudulently inflate the cost basis of the projects and increase the federal tax credits allocated for the projects. The object of the conspiracy included submitting false invoices to lenders and depositing money generated by these false invoices into the defendants' bank accounts for their personal use and benefit.

Manner and Means

42. The object of the conspiracy was accomplished as follows:

A. On about August 29, 2003, **SHAVER** and **WAMPLER** caused Articles of Organization to be filed for MacTeague Construction Company, LLC (“MacTeague”) with the Texas Secretary of State. The members of MacTeague were **SHAVER**, **WAMPLER**, M.H.M., and S.C.J.

B. On about December 17, 2003, **SHAVER**, **COLBERT**, and **WAMPLER** caused Articles of Organization to be filed for WFT Contractors, LLC (“WFT”) with the Texas Secretary of State. The members of WFT were **SHAVER**, **WAMPLER**, M.H.M., and S.C.J.

C. On about March 30, 2005, **COLBERT** caused the creation of BOKHOMA Construction, LLC (“BOKHOMA”), a Texas limited liability company. **COLBERT** was the only member of BOKHOMA.

D. MacTeague maintained a checking account at American Bank of Texas, account number XXXXX1660.

E. WFT maintained a checking account at American Bank of Texas, account number XXXXX1677.

F. BOKHOMA maintained a checking account at McClain Bank, account number XXX1459.

G. MacTeague, WFT, and BOKHOMA had no employees, equipment, or customers. MacTeague and WFT used the address of an attorney in Sherman, Texas, for the purpose of receiving mail and maintaining a bank account. BOKHOMA used the address of COLBERT's accounting firm in Norman, Oklahoma, for the purpose of receiving mail and maintaining a bank account.

H. From approximately February of 2004 to July of 2006, **SHAVER**, **COLBERT**, and **WAMPLER** caused MacTeague and WFT to create false construction invoices for work supposedly performed at low-income housing projects being developed by McSha Properties.

I. **SHAVER**, **COLBERT**, and **WAMPLER** caused these false MacTeague and WFT invoices to be sent to syndicators and lenders for low-income housing projects, including SunAmerica and Chase. These false invoices caused creditors of the low-income housing projects to make payments to limited partnerships that owned low-income housing projects for which McSha Properties served as the Construction Manager.

J. **SHAVER**, **COLBERT**, and **WAMPLER** caused payments generated by the false MacTeague and WFT invoices to be transmitted by interstate wire communications from syndicators and lenders into bank accounts owned by one of several limited partnerships responsible for low-income housing projects.

K. **SHAVER, COLBERT, and WAMPLER** caused these limited partnerships to pay MacTeague and WFT in the approximate amounts of the payments generated by the false MacTeague and WFT invoices.

L. **COLBERT** wrote checks drawn on the MacTeague and WFT accounts to **SHAVER, WAMPLER, M.H.M., S.C.J., BOKHOMA,** and Kanima Properties that totaled approximately the amount of the payments generated by the false MacTeague and WFT invoices.

M. **COLBERT** then wrote checks out of BOKHOMA's account at McClain Bank to **SHAVER, M.H.M., S.C.J.,** and Kanima Properties that totaled approximately the amount deposited into the BOKHOMA account from the MacTeague and WFT accounts as a result of the false MacTeague and WFT invoices.

N. **COLBERT** also wrote checks out of an account of Kanima Properties at McClain Bank to himself and his wife that totaled approximately the amount deposited into the Kanima Properties account from MacTeague, WFT, and BOKHOMA as a result of the false MacTeague and WFT invoices.

Overt Acts

43. In order to effect the object of the conspiracy, the following overt acts, among others, were committed on about the following dates:

A. On October 3, 2003, **COLBERT** opened an account at American Bank of Texas in the name of MacTeague Construction Company, LLC, with account number XXXXX1660.

B. On January 9, 2004, **COLBERT** opened an account at American Bank of Texas in the name of WFT Contractors, LLC, with account number XXXXX1677.

C. On June 23, 2005, **COLBERT** opened an account at McClain Bank in the name of BOKHOMA Construction, LLC, with account number XXX1459.

October 2005 False Invoices for Three Lawton Projects

D. From October 3, 2005, to October 15, 2005, **WAMPLER** created false invoices for MacTeague and WFT in the total amount of \$722,281.53 relating to work supposedly performed at low-income housing projects known as The Gardens at Lawton (also known as Lawton – North), Lawton Pointe, and Lawton Seniors.

E. On October 20, 2005, **SHAVER** caused his name to be signed on an Application and Certification for Payment on behalf of McSha Properties in which McSha Properties certified falsely that the work described in false MacTeague invoices dated October 7, 11, and 13, 2005, relating to The Gardens at Lawton (also known as Lawton – North) had been completed. These false invoices totaled \$326,682.23. The false Application and Certification requested payment from SunAmerica in the amount of \$493,336.46, which included overhead and profit for McSha Properties.

F. On October 20, 2005, **SHAVER** caused his name to be signed on an Application and Certification for Payment on behalf of McSha Properties in which McSha Properties certified falsely that the work described in false MacTeague invoices dated October 3, 5, 14, and 15, 2005, relating to Lawton Seniors had been completed.

These false invoices totaled \$216,137.50. The false Application and Certification requested payment from SunAmerica in the amount of \$242,029.75, which included overhead and profit for McSha Properties.

G. On October 24, 2005, **SHAVER** caused his name to be signed on an Application and Certification for Payment on behalf of McSha Properties, Inc., in which McSha Properties certified falsely that the work described in false WFT invoices dated October 5, 7, 12, and 13, 2005, relating to Lawton Pointe had been completed. These false invoices totaled \$179,461.80. The false Application and Certification requested payment from SunAmerica in the amount of \$212,091.30, which included overhead and profit for McSha Properties.

Distribution of Proceeds from the False Invoices for the Lawton Projects

H. On October 31, 2005, SunAmerica caused Chase to credit \$509,880.55 to an account of McSha Affordable Housing Lawton – N., L.P. (“MAH-Lawton-N”) at Chase. These funds included the \$493,336.46 that McSha Properties had requested on October 20, 2005. On November 1, 2005, **WAMPLER** signed a check from MAH-Lawton-N to WFT in the amount of \$318,368.77. This check represented proceeds of the false MacTeague invoices dated October 7, 11, and 13, 2005, relating to The Gardens at Lawton (also known as Lawton – North).

I. On November 1, 2005, SunAmerica caused Citibank to wire \$242,504.75 to an account of McSha Affordable Housing Lawton Seniors, L.P. (“MAH-Lawton

Seniors”) at Chase. This included the \$242,029.75 that McSha Properties had requested on October 20, 2005. On November 1, 2005, **WAMPLER** signed two checks from MAH-Lawton Seniors to WFT in the amount of \$214,837.00. One of these checks was in the amount of \$144,000.00; the other was in the amount of \$70,837.00. These checks represented proceeds of the false MacTeague invoices dated October 3, 5, 14, and 15, 2005, relating to Lawton Seniors.

J. On October 31, 2005, SunAmerica caused Chase to credit \$212,091.30 to an account of McSha Affordable Housing – Lawton Pointe, L.P. (“MAH-Lawton Pointe”) at Chase. This consisted of the \$212,091.30 that McSha Properties had requested on October 24, 2005. On November 1, 2005, **WAMPLER** signed a check from MAH-Lawton Pointe to WFT in the amount of \$175,396.55. This check represented proceeds of the false WFT invoices dated October 5, 7, 12, and 13, 2005, relating to Lawton Pointe.

K. On November 2, 2005, **COLBERT** caused the checks referenced in paragraphs 46H, 46I, and 46J above to be deposited into WFT’s account numbered XXXXX1677 at American Bank of Texas, for a total deposit amount of \$708,602.32. After this deposit, the balance in WFT’s account was \$711,577.36.

L. On November 7, 2005, **SHAVER** instructed **COLBERT** by electronic mail to disburse \$708,602.00 from WFT to **SHAVER, COLBERT, WAMPLER, M.H.M., S.C.J.**, and “Account #2.” **SHAVER** instructed that each check should be in the amount

of \$70,860.20, with the exception of the check to "Account #2," which should be in the amount of \$354,300.20. **SHAVER**'s electronic mail further instructed **COLBERT** to disburse \$354,300.20 from "Account #2" to **SHAVER, COLBERT, M.H.M., and S.C.J.,** with each check in the amount of \$88,575.05.

M. On November 9, 2005, **COLBERT** caused American Bank of Texas to transfer by interstate wire \$354,300.20 from WFT's account to the account of **BOKHOMA** at McClain Bank. After this transfer, the balance in **BOKHOMA**'s account was \$355,908.80.

N. On November 10, 2005, **COLBERT** signed checks drawn on WFT's account at American Bank of Texas to **SHAVER, WAMPLER, M.H.M., S.C.J., and Kanima Properties,** with each check in the amount of \$70,860.20.

O. On November 10, 2005, **COLBERT** signed checks drawn on **BOKHOMA**'s account at McClain Bank to **SHAVER, M.H.M., S.C.J., and Kanima Properties,** with each check in the amount of \$88,575.05.

P. On November 14, 2005, **COLBERT** deposited \$159,435.25 into an account of **Kanima Properties** at McClain Bank. This deposit consisted of the November 10, 2005, check from WFT in the amount of \$70,860.20 and the November 10, 2005, check from **BOKHOMA** in the amount of \$88,575.05. After this deposit, the balance in the account was \$177,141.54.

Q. On November 14, 2005, **COLBERT** signed a check drawn on the account of **Kanima Properties** at McClain Bank to himself in the amount of \$36,000.

R. On November 23, 2005, **COLBERT** signed a check drawn on the account of Kanima Properties at McClain Bank to his wife, A.L.F., in the amount of \$25,000.

S. On November 28, 2005, **COLBERT** signed a check drawn on the account of Kanima Properties at McClain Bank to his wife, A.L.F., in the amount of \$100,000.

All in violation of Title 18, United States Code, Section 1349.

COUNT 7
Wire Fraud

44. The Federal Grand Jury incorporates paragraphs 1-4, 6-7, 10-11, 13-14, and 18-23 by reference.

The Scheme to Defraud

45. The Federal Grand Jury incorporates paragraphs 42, 43A-43E, and 43H by reference.

46. It was further part of the scheme that **SHAVER, COLBERT,** and **WAMPLER** used these funds for their own purposes rather than to pay for costs associated with any projects eligible for federal low-income housing tax credits.

Interstate Wire Transmission in Furtherance of the Scheme

47. On about October 31, 2005, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER,**
LEWIS PATRICK COLBERT, and
HOWARD MICHAEL WAMPLER, -----

for the purpose of executing a scheme to obtain money by means of materially false and fraudulent pretenses, representations, and promises, knowingly caused to be transmitted signals by means of wire communications in interstate commerce. In particular, **SHAVER, COLBERT, and WAMPLER** caused Chase to use interstate wire communications to credit \$509,880.55 to an account owned by McSha Affordable Housing Lawton – N., L.P., at Chase in the Western District of Oklahoma, account number XXXXX9784.

All in violation of Title 18, United States Code, Section 1343, and Title 18, United States Code, Section 2.

COUNT 8
Wire Fraud

48. The Federal Grand Jury incorporates paragraphs 1-4, 6-7, 10-11, 13-14, and 18-23 by reference.

The Scheme to Defraud

49. The Federal Grand Jury incorporates paragraphs 42, 43A-43D, 43F, and 43I by reference.

50. It was further part of the scheme that **SHAVER, COLBERT, and WAMPLER** used these funds for their own purposes rather than to pay for costs associated with any projects eligible for federal low-income housing tax credits.

Interstate Wire Transmission in Furtherance of the Scheme

51. On about November 1, 2005, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER,
LEWIS PATRICK COLBERT, and
HOWARD MICHAEL WAMPLER,** -----

for the purpose of executing a scheme to obtain money by means of materially false and fraudulent pretenses, representations, and promises, knowingly caused to be transmitted signals by means of wire communications in interstate commerce. In particular, **SHAVER, COLBERT, and WAMPLER** caused SunAmerica Affordable Housing Partners, Inc., to wire \$242,504.75 from Citibank in New York, New York, to an account owned by McSha Affordable Housing – Lawton Seniors, L.P., at Chase in Oklahoma, account number XXXXX0089.

All in violation of Title 18, United States Code, Section 1343, and Title 18, United States Code, Section 2.

COUNT 9
Wire Fraud

52. The Federal Grand Jury incorporates paragraphs 1-4, 6-7, 10-11, 13-14, and 18-23 by reference.

The Scheme to Defraud

53. The Federal Grand Jury incorporates paragraphs 42, 43A-43D, 43G, and 43J by reference.

54. It was further part of the scheme that **SHAVER, COLBERT,** and **WAMPLER** used these funds for their own purposes rather than to pay for costs associated with any projects eligible for federal low-income housing tax credits.

Interstate Wire Transmission in Furtherance of the Scheme

55. On about October 31, 2005, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER,**
LEWIS PATRICK COLBERT, and
HOWARD MICHAEL WAMPLER, -----

for the purpose of executing a scheme to obtain money by means of materially false and fraudulent pretenses, representations, and promises, knowingly caused to be transmitted signals by means of wire communications in interstate commerce. In particular, **SHAVER, COLBERT,** and **WAMPLER** caused Chase to use interstate wire communications to credit \$212,091.30 to an account owned by McSha Affordable Housing – Lawton Pointe, L.P., at Chase in the Western District of Oklahoma, account number XXXXX9743.

All in violation of Title 18, United States Code, Section 1343, and Title 18, United States Code, Section 2.

COUNT 10
Money Laundering

56. The Federal Grand Jury incorporates paragraphs 1-4, 6-7, 10-11, 13-14, 18-23, 42, 43A-43K, 46-47, 50-51, and 54-55 by reference.

57. On about November 2, 2005, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER,**
LEWIS PATRICK COLBERT, and
HOWARD MICHAEL WAMPLER -----

knowingly conducted and caused to be conducted a financial transaction affecting interstate commerce by causing three checks in the total amount of \$708,602.32, drawn on accounts of McSha Affordable Housing Lawton – N., L.P.; McSha Affordable Housing – Lawton Seniors, L.P.; and McSha Affordable Housing – Lawton Pointe, L.P., all at Chase, to be deposited into the account of WFT at American Bank of Texas, account number XXXXX1677, after these funds had been derived from wire fraud, a specified unlawful activity pursuant to Title 18, United States Code, Sections 1956(c)(7)(A) and 1961(1), with the knowledge that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of proceeds of the specified unlawful activity and also with the knowledge that the property involved in the transaction represented proceeds of some form of unlawful activity.

All in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i), and Title 18, United States Code, Section 2.

COUNT 11
Money Laundering

58. The Federal Grand Jury incorporates paragraphs 1-4, 6-7, 10-11, 13-14, 18-23, 42, 43A-43L, 43N, 43P, 46-47, 50-51, and 54-55 by reference.

59. On about November 14, 2005, in the Western District of Oklahoma and elsewhere,

----- **LEWIS PATRICK COLBERT** -----

knowingly engaged in a monetary transaction by, through, or to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000. In particular, **COLBERT** caused a check in the amount of \$70,860.20 drawn on the account of WFT Contractors, LLC, at American Bank of Texas to be deposited into an account of Kanima Properties, LLC, at McClain Bank, account number XXX1525, after these funds had been derived from wire fraud, a specified unlawful activity pursuant to Title 18, United States Code, Sections 1956(c)(7)(A) and 1961(1).

All in violation of Title 18, United States Code, Section 1957(a), and Title 18, United States Code, Section 2.

COUNT 12
Money Laundering

60. The Federal Grand Jury incorporates paragraphs 1-4, 6-7, 10-11, 13-14, 18-23, 42, 43A-43L, 43N, 46-47, 50-51, and 54-55 by reference.

61. On about November 15, 2005, in the Western District of Oklahoma and elsewhere,

----- **HOWARD MICHAEL WAMPLER** -----

knowingly engaged in a monetary transaction by, through, or to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than

\$10,000. In particular, **WAMPLER** caused a check in the amount of \$70,860.20 drawn on the account of WFT Contractors, LLC, at American Bank of Texas to be deposited into his personal account at Republic Bank, account number XXX5626, after these funds had been derived from wire fraud, a specified unlawful activity pursuant to Title 18, United States Code, Sections 1956(c)(7)(A) and 1961(1).

All in violation of Title 18, United States Code, Section 1957(a), and Title 18, United States Code, Section 2.

COUNT 13
False Statement to a Financial Institution

62. The Federal Grand Jury incorporates paragraphs 1-4, 11, 17, 42A, and 42D by reference.

63. On about August 28, 2002, **SHAVER** caused the creation of Alameda Pointe, LLC, an Oklahoma limited liability company owned by Blue River Development Company, LLC. **SHAVER** was the manager of Alameda Pointe, LLC, and had an ownership interest in Blue River Development Company, LLC.

64. On about September 6, 2002, Stillwater National Bank agreed to finance the construction of a residential, multi-family apartment complex called Alameda Pointe Apartments in Norman, Oklahoma. Stillwater National Bank agreed to loan Alameda Pointe, LLC, \$5,200,000.00, to be disbursed by loan draws over several years of construction. McSha Properties served as the general contractor for the construction of Alameda Pointe Apartments, which did not involve any low-income housing tax credits.

65. On about May 19, 2004, **WAMPLER** created a false invoice for MacTeague in the amount of \$201,006.00 relating to work supposedly performed at the Alameda Pointe Apartments. During the summer of 2004, **SHAVER, COLBERT,** and **WAMPLER** received money from the MacTeague account at American Bank of Texas.

66. On about June 4, 2004, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER,**
LEWIS PATRICK COLBERT, and
HOWARD MICHAEL WAMPLER -----

knowingly made and caused to be made a false statement to Stillwater National Bank for the purpose of influencing the action of Stillwater National Bank. In particular, **SHAVER, COLBERT,** and **WAMPLER** sent and caused to be sent to Stillwater National Bank a loan draw request on behalf of Alameda Pointe, LLC, in the amount of \$236,461.63 in connection with the construction of Alameda Pointe Apartments that included a false construction invoice from MacTeague Construction Co., LLC, in the amount of \$201,006.00.

All in violation of Title 18, United States Code, Section 1014, and Title 18, United States Code, Section 2.

COUNT 14
Money Laundering

67. The Federal Grand Jury incorporates paragraphs 1-4, 11, 17, 42A, 42D, and 63-66 by reference.

68. On about June 25, 2004, in the Western District of Oklahoma and elsewhere,

----- **LARRY C. SHAVER,**
LEWIS PATRICK COLBERT, and
HOWARD MICHAEL WAMPLER -----

knowingly conducted and caused to be conducted a financial transaction affecting interstate commerce by causing a check in the amount of \$180,905.40 from Alameda Pointe, LLC, drawn on an account at Stillwater National Bank, account number XXX7469, and made payable to MacTeague Construction Co., LLC, to be deposited into the account of MacTeague at American Bank of Texas, account number XXXXX1660, after these funds had been derived from making a false statement to a financial institution, a specified unlawful activity pursuant to Title 18, United States Code, Section 1956(c)(7)(D), with the knowledge that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of the specified unlawful activity and also with the knowledge that the property involved in the transaction represented the proceeds of some form of unlawful activity.

All in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i), and Title 18, United States Code, Section 2.

FORFEITURE ALLEGATIONS

69. Upon conviction of the offense alleged in Count 1, defendants **SHAVER** and **WAMPLER** shall forfeit to the United States, pursuant to Title 18, United States

Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property constituting or derived from proceeds obtained directly or indirectly as a result of the offense, including but not limited to the following:

A sum of money equal to \$2,236,645.00, which represents the amount of proceeds obtained as a result of the offense and as to which these defendants are jointly and severally liable.

70. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), **SHAVER** and **WAMPLER** shall forfeit substitute property, up to the value of the amount forfeitable as set out in paragraph 69, if, by any act or omission of the defendants, the property described in paragraph 69, or any portion of that property, cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third person; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property that cannot be subdivided without difficulty.

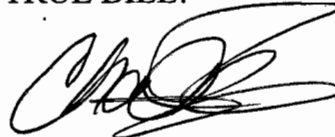
71. Upon conviction of the offense alleged in Count 6, defendants **SHAVER**, **COLBERT**, and **WAMPLER** shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any property constituting or derived from proceeds obtained directly or indirectly as a result of the offense, including but not limited to the following:

A sum of money equal to \$3,883,781.11, which represents the amount of proceeds obtained as a result of the offense and as to which these defendants are jointly and severally liable.

72. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), **SHAVER, COLBERT, and WAMPLER** shall forfeit substitute property, up to the value of the amount forfeitable as set out in paragraph 71, if, by any act or omission of the defendants, the property described in paragraph 71, or any portion of that property, cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third person; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property that cannot be subdivided without difficulty.

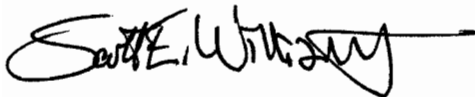
All in accordance with Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

A TRUE BILL:



FOREPERSON OF THE GRAND JURY

JOHN C. RICHTER
United States Attorney



SCOTT E. WILLIAMS
Assistant U.S. Attorney