

ATTORNEY GENERAL OF THE STATE OF NEW YORK
SYRACUSE REGIONAL OFFICE

In the Matter of the

Assurance No. 22-010

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

Greenland Property Services, LLC (also d/b/a Green National);
Green Real Estate Holdings, LLC; Green Chestnut, LLC;
Green James, LLC; Green Skyline Apartments, LLC; Green
Vincent, LLC; and Green HP Apartments, LLC,

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“NYAG”) commenced an investigation pursuant to Executive Law § 63(12) and General Business Law (“GBL”) Article 22-A, into whether any person or entity has engaged in repeated or persistent fraudulent, illegal or deceptive conduct in the ownership, operation or management of the residential multifamily properties owned, operated and/or managed by Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC, and Green HP Apartments, LLC (collectively “Respondents”), including but not limited to the policies, procedures and practices of Greenland Property Services, LLC, with respect to its management of 19 residential buildings in New York State and its failure to repair code violations by the compliance due dates.

This Assurance of Discontinuance (“Assurance”) contains the findings of the NYAG’s investigation and the relief agreed to by the NYAG and Respondents, all of which own, and/or operate residential rental buildings in New York State.

DEFINITIONS

1. As used throughout this Assurance, the terms set forth below shall mean as follows:
 - a) “Employee” means any owner, shareholder, partner, officer, employee, agent, associate, independent contractor, or representative of Respondents.
 - b) “Including” means including but not limited to.
 - c) “Subject Properties” means the properties listed in Exhibit A, attached hereto.
 - d) “Property Owners” means the 6 LLCs listed on Exhibit A.
 - e) “Violations” means violations of the Syracuse Property Conservation Code, Gen. Ord. No. 30-1993 (“SPCC”), the Property Management Code of New York State (PMCNYC), the International Property Management Code (IPMC), the International Fire Code (IFC), and/or the Fire Code of NYS (FCNYS).
 - g) Terms of construction:
 - i. “All” means “any and all” and “any” means “any and all.”
 - ii. “Day” refers to a calendar day, not a business day.
 - iii. The singular of any word includes the plural; the plural of any word includes the singular.

NYAG’s FINDINGS

1. Greenland Property Services, LLC, is a full-service real estate management company that is headquartered in Skaneateles, NY. Greenland Property Services, LLC, also does business under the assumed name “Green National.” In 2020-2021, Green National’s related

entities owned, managed and/or operated 19 residential multi-family, affordable housing buildings in New York State.¹ Green National also owns affordable housing complexes in Ohio, Pennsylvania and Michigan. See Exhibit A.

2. Green National is part of a structure for organizing and incorporating its related entities, which include, but are not limited to:

- a) Greenland Property Services, LLC, is a domestic limited liability company that incorporated on October 5, 2015. Greenland Property Services, LLC, is a real estate asset management and operations firm. Troy Green is a co-founder and member. Greenland Property Services, LLC, also does business under the assumed name of Green National.
- b) Green Real Estate Holdings, LLC, is a domestic limited liability company that incorporated on March 19, 2015. Its members are Troy Green and the Green Family 2015 Irrevocable Trust. Green Real Estate Holdings, LLC, wholly owns and operates Green Chestnut, LLC and Green James, LLC, and partially owns, with ARC Properties, LLC, Green Skyline Apartments, LLC, Green Vincent, LLC, and Green HP Apartments, LLC.

3. In New York State, the properties owned and/or managed by Green National's

¹ Green National reports that the following buildings were recently sold: Green Village East Apartments located in Vernon, NY, was sold on June 9, 2020; Green Beekman Towers, located in Plattsburgh, NY, was sold on January 14, 2022; Green Springfield Gardens, located in Syracuse, NY, was sold on December 30, 2021; and the Green Syracuse Rehab Apartments, consisting of 6 buildings located in Syracuse, NY, was sold on January 27, 2022.

related entities are owned by Single Purpose Entities, that are owned, in principal, by Green Real Estate Holdings, LLC. These entities are Green HP Apartments LLC, Green Skyline Apartments LLC, Green Vincent LLC, Green Chestnut LLC, and Green James LLC. See Exhibit A.

4. Prior to the recent sales, *supra* at footnote 1, eleven properties were located in Onondaga County, with ten in the City of Syracuse and one in Dewitt. These buildings accounted for 1273 residential units. Green National's related entities owned other properties in Utica, Plattsburgh and Vernon. These properties accounted for an additional 269 units. A number of these complexes are project-based section 8 housing. Greenland Property Services, LLC, manages, but does not own, five other properties, which account for 198 units. See Exhibit A.

5. Troy Green is a member of each of Green National's managing and owning entities, and oversees the day-to-day executive management of Green National's real estate business and its related entities through their regional managers, site managers and other personnel. Tim Green is a co-founder of the managing and owning entities.

6. The NYAG initiated its investigation of Green National and its related entities in March 2021, in response to reports of rampant crime, unsafe conditions and unabated code violations at some of their Syracuse area properties, including but not limited to the Skyline Apartments, the Vincent Apartments and the James Apartments.

7. According to records provided by the City of Syracuse, there were 327 outstanding code violations in eight of Green National's Syracuse-area properties on March 26, 2021. This figure included 15 open violations at the Skyline Apartments, which had already been declared a public nuisance by the City of Syracuse.

Repeated Illegality
Failure to Comply with City and State Property and Fire Codes

8. Respondents have repeatedly failed to comply with state and local codes requirements, including but not limited to the SPCC,² PMCNYC,³ IPMC,⁴ IFC,⁵ and FCNYS.⁶

9. Respondents have repeatedly failed to make the necessary repairs in a timely manner, often surpassing the compliance due dates by many months.⁷ As examples, the history of code violations for the Skyline, Vincent and James Apartment complexes is summarized below.

A. The Skyline Apartments

10. The Skyline Apartments, located at 753 James Street, has been notorious for code violations, unsanitary conditions and criminal activity.⁸ Security had been lax at the entryways,

² The SPCC § 27-2 establishes basic and uniform standards governing the “condition, occupancy and maintenance of all premises” in order to “enhance the residential neighborhoods and to protect the safety, health and welfare of the persons who live, work and recreate in the city. City Ordinances § 27-2.

³ The PMCNYC is part of the NYS Fire Prevention and Building Code. The PMCNYC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Any person who violates an order to remedy a condition pursuant to the PMCNYC subject to a fine of up to \$1,000 per day. *See* Executive Law § 382(2).

⁴ The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings. The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety.

⁵ The IFC is a comprehensive fire code that establishes minimum regulations for fire prevention and fire protection systems using prescriptive and performance-related provisions. It is founded on broad-based principles that make possible the use of new materials and new system designs.

⁶ The FCNYS establishes minimum requirements for fire prevention and fire protection systems using prescriptive and performance-related provisions. It is founded on broad-based principles that make possible the use of new materials and new system designs.

⁷ Respondents assert that certain referenced code violations were timely repaired, but were either not properly reported to the City and/or not closed on the City records.

⁸ From March 2020-March 2021, the Syracuse Police responded to the Skyline apartment over 500 times. The Syracuse Fire Department reported that it responded to the Skyline approximately 16 times a month for, inter alia, medical-related calls, elevator issues and false fire alarms. From March 2019 to March, 2021, Syracuse police officers made 12 arrests for violations of the New York Penal Law, including assault, weapons possession,

and non-residents frequently entered the building without authorization to purchase, use and sell drugs. On March 17, 2021, a 93-year old woman was murdered in her apartment by a non-resident intruder.

11. Publicly available photographs revealed stairwells riddled with used needles, garbage and human waste. The elevators in this 12-story building, which has many elderly and disabled residents, have been frequently out-of-service.

12. The condition of the building and the illegal activity that occurred there has negatively impacted and significantly interfered with the quality of life for Skyline residents, as well as property owners and/or tenants in the vicinity of the building.

13. On March 23, 2021, the City issued a Notice of Nuisance Abatement for the Skyline. The City's actions required Green Skyline to correct code violations and implement comprehensive security measures. The common areas were also declared unfit for occupancy.⁹ Failure to comply with the abatement plan would subject Green Skyline to additional fines, result in the withholding of publicly funded rent payments and/or appointment of a receiver to manage the property.

14. On April 11, 2021, there were 19 open code violations at the Skyline.

menacing, possession of controlled substances and criminally using drug paraphernalia.

⁹ SPCC § 27-115 provides that a premise subject to the code may be designated and placarded as unfit for human habitation or dangerous to human life or detrimental to health if the structure or premises (1) lack illumination, ventilation, sanitation, heat or other facilities adequate to protect the health and safety of the occupants or the public; (2) is damaged, decayed, dilapidated, unsanitary, unsafe or vermin infested in such a manner as to create a serious hazard to the health and safety of the occupants or the public; (3) because of the location, general condition, state of premises, or number of occupants, is so unsanitary, unsafe, overcrowded or otherwise detrimental to health and safety that it creates a serious hazard to the occupants or the public; or (4) because of the failure of the owner or occupant to comply with such notice and orders issued pursuant to this code, is unfit for human habitation or dangerous to human life or detrimental to health.

Consequently, Onondaga County and the Syracuse Housing Authority cut off rent payments for their clients who lived in the building, withholding hundreds of thousands of dollars in rent.

15. Green Skyline reports that it made a number of improvements to the property in response to the citations, including repair of the elevators, implementing enhanced security measures for external and internal patrol and increasing cleaning and monitoring protocols. Green National also reports that it revised its management structure and personnel. Thereafter, in May 2021, the declaration of unfit for human habitation was lifted.

16. According to data provided to the NYAG, six violations were still open on June 1, 2021, all of which were past their compliance due dates. The violation of SPCC § 27-15 (requiring owners of a multiple dwelling and mixed-use buildings to have a current Certificate of Compliance or Conditional Certificate of Compliance) was 53 days past the compliance due date. *See* Exhibit B. The four violations of the FCNYS were 41 days past the compliance due date. The violation of the PMCNYS § 305.4 (requiring repairs to lobby entrance doors) was 50 days past the compliance due dates. *See* Exhibit B.

17. In July, 2021, an inspection by the city's HOME unit, which includes police, codes and housing officials, revealed continued unsanitary conditions in the stairwells and a non-functioning elevator. Consequently, on July 8, 2021, the City of Syracuse again declared the Skyline unfit for human occupancy.

18. Records kept by the City of Syracuse show that Green Skyline has repeatedly failed to correct code violations by the compliance due dates. Of the approximately 106 code violations that Green Skyline had corrected between 2017 and June 2021,¹⁰ only 22 were

¹⁰ There were 9 violations of the SPCC, 23 violations of the PMCNYS, 20 violations of the IFC, 2 violations of the FCNYS and 52 violations of the IPMC.

corrected on or before the compliance due dates. Forty violations were corrected 1 to < 30 days late, 25 were corrected 30-100 days late, 13 were corrected 100-200 days late, 2 were corrected 200-300 days late and 1 was corrected 355 days late. *See* Exhibit B.

19. On January 23, 2022, a non-resident was shot in a public space at the Skyline.¹¹ An inspection performed on January 24, 2022, revealed blood in the hallways and elevator, as well as urine, trash and food stains in the common areas. Consequently, the Director of Code Enforcement determined that the property was unfit for human habitation within the meaning of SPCC § 27-115.

B. The Vincent Apartments

20. The Vincent Apartments, a 264-unit eight-building apartment complex located at 420 and 438 Jamesville Avenue and Smith Lane, has also been repeatedly cited for its unsafe and unsanitary conditions.¹² Nonprofit organizations support rent for many disabled and other vulnerable tenants at this location.

21. According to data provided to the NYAG, on June 1, 2021, there were 149 code violations open at the Vincent Apartments (108 at 420 James Road, and 41 code violations at 438 Jamesville Road). The fourteen violations of the SPCC¹³ were 42 - 49 days past their

¹¹ Syracuse Chief of Police publicly stated that Skyline's security was appropriately staffed and assisted police in reviewing camera footage and providing tenant information.

¹² From January 1, 2021 through April 6, 2021, the police were called to the Vincent 225 times. Residents complained that security is lacking and that there are often people sleeping on the floors. From December 2020 – until December 13, 2021, the United States Postal Service stopped delivering mail to this building due to unsafe conditions.

¹³ These included violations of SPCC §§ 27-43 [install smoke detectors], §§ 27-57(a)(7)[wiring/equipment not secured], 27-57(a)(16)[receptacle outlet/switch lacks cover], § 27-57(a)(19)[switch/outlet is damaged/unserviceable], § 27-57(b)(2)[light in common areas], § 27-57(a)(2)[electrical wiring], § 27-57(b)(2) [artificial light in common areas] and § 27-57(b)(2)[smoke detector environments].

compliance due dates, however, one violation at 420 Jamesville Ave (involving the installation of smoke detectors) was still open 475 past the compliance due date. *See* Exhibit C.

22. The 80 open violations of the PMCNYS, included, *inter alia*, violations for broken doors, interior surfaces requiring repair and paint, missing and/or inoperable smoke alarms and carbon monoxide detectors, roach infestations, and plumbing leaks. The majority of these violations were 47-48 days past the compliance due dates, with 6 violations over 104 days past the compliance due date. See Exhibit C. The 16 violations of the FCNYS (fire alarms, smoke alarms, emergency lighting, equipment, inspection, testing and exit signage) were still open 47-48 days past the comply-by dates. Additionally, 10 of the 13 open violations of the IPMC, were still unrepaired more than 470 days past the comply-by date. *See* Exhibit C.

23. On June 22, 2021, the City of Syracuse sent 19 violation letters to Green Vincent, LLC, each letter identifying a complaint for which there were multiple outstanding code violations. In total, there were 150 outstanding violations, some of which had been open for six months or more.

24. Moreover, records kept by the City of Syracuse show that Green Vincent has consistently failed to correct code violations at the Vincent by the compliance due dates. Since October 2018, Green National corrected 183 Code Violations at the Vincent Apartments (79 at 420 Jamesville Avenue, and 105 at 438 Jamesville Ave).¹⁴ Of these, just 31 were corrected before or by the compliance due date. The rest were completed well after the due dates for compliance: 90 violations were corrected 1 to < 100 days late, 14 were corrected 100 < 200 days late, 19 were corrected 200 to < 300 days late, 25 were corrected 300 to < 400 days late, and 4

¹⁴ These included 18 violations of the SPCC, 58 violations of the IPMC, 18 violations of the PMCNYS, and 8 violations of the IFC)

were corrected > 400 days. *See* Exhibit C.

25. The City of Syracuse sued Green Vincent four times between May and July, 2021, for failing to abate unsafe and unhealthy conditions at the Vincent apartments, including but not limited to broken locks, damaged ceilings, leaks that were causing mold growth, roach infestation, and non-functioning mechanical appliances.

C. The James Apartments

26. The James Apartments is a 63-unit, seven-story building located at 600 James Street, Syracuse. Tenants in this building have complained of persistent safety and health concerns. From January 1, 2021 through April 6, 2021, the police were called to the James Apartments on 28 occasions. Residents have complained that security is lacking and that there are often homeless people in the halls and human waste in the hallways and in washing machines. Residents have also complained about bedbugs, roaches, broken elevators, broken locks and the lack of adequate heat.

27. According to data provided to the NYAG by the City of Syracuse, there were 9 open code violations at the James on June 1, 2021.¹⁵ The three violations of the SPCC were open 5 - 47 days past the required completion dates. There were also 5 violations of the PMCNYS, including *inter alia*, lack of screens, broken doors and locks, cracking/chipping paint and exposed hot water piles. These violations were open between 5 and 55 days past the compliance due dates. There was one violation of the IPMC for a broken elevator, which at the time was 11 days past the compliance due dates. *See* Exhibit D, *supra*.

28. Moreover, records kept by the City of Syracuse show that Green National has

¹⁵ These included 3 violations of the SPCC, 5 violations of the PMCNYS and one violation of the IPMC.

repeatedly failed to correct code violations at the James Apartments by the compliance due dates. Since May 2018, Green National corrected 80 Code Violations at the James Apartments.¹⁶ Of these, 21 were corrected before or by the compliance due date. *See* Exhibit D.

29. The City of Syracuse sued Green James on June 8, 2021, for failing to abate unsafe and unhealthy conditions at the James Apartments, specifically, failing to test and certify that smoke alarms were in good working order.

D. Other Green National Properties

30. Other residential properties owned, formerly owned, or managed by Respondents have, and have had in the past, repeated multiple code violations that have remained open well past their compliance due dates. *See* Exhibit E.

Repeated Illegality
Violations of New York State RPL

31. Real Property Law (“RPL”) § 235-B requires that leased premises and all common areas be fit for human habitation and for the uses reasonably intended. Landlords must warrant that the tenants will not be subjected to any conditions which would be dangerous, hazardous or detrimental to the life, health or safety.

32. Respondents repeatedly failed to provide essential services such as heat, hot water, adequate plumbing and elevator services. For example, according to records from the City of Syracuse, there were five open as “unfit for human occupancy” violations on June 1, 2021. These included one violation at a property owned by Green Vincent, LLC, two violations at properties owned by Green Chestnut, LLC and one violation at a property managed by Greenland Property Services, LLC, at 1509 North State Street. On June 1, 2021, the City’s records showed

¹⁶ These included 14 violations of the SPCC, 2 violations of the IFC, 2 violations of the FCNYS, 24 violations of the IPMC, and 38 violations of the PMCNYS.

forty closed violations for unfit for human occupancy at properties owned, recently sold or managed by Respondents. Seven had been corrected prior to or by the comply-by dates. However, fifty were corrected 0 - 30 days past the comply by dates and the rest were completed between 31-1324 days past their compliance due dates. *See* Exhibit F.

**Repeated Illegality Deceptive Business Practices
and False Advertising**

33. GBL § 349 prohibits deceptive acts and practices in the conduct of business.

34. GBL § 350 prohibits false advertising.

35. On its website, www.greennational.com, Green National claims that it is “poised to be a leader in the affordable housing industry with a focus on creating cleaner, safer, and sustainable communities.” Green National also represents online that they are “committed to having a positive impact on the lives of our residents and community.” Moreover, Green National expressly maintains that they “believe that everyone should have access to affordable housing that is clean, well-kept and safe” and that “at Green National, we believe clean, safe, and affordable housing is for everyone.”

36. Prospective tenants are led to believe that Green National provides clean, well-kept and safe affordable housing. However, as set forth above, many of Green National’s related properties are notoriously unsafe and unsanitary and a far cry from clean, safe and well-kept. Tenants complaints are not promptly resolved, and code violations often remain unabated for many months. Respondents thus engaged in false advertising and deceptive acts and practices.

37. The NYAG finds, for the reasons enumerated above, that Respondents repeatedly violated City and State property and maintenance Codes, Real Property Law § 235(b) and GBL §§ 349, 350. Therefore, Respondents engaged in conduct that violated Executive Law § 63(12).

38. Respondents admit that the information set forth in paragraphs 1-37, *supra*, could support a finding in Court that their actions violated the statutory provisions cited above.

39. Respondents agree to this Assurance in settlement of the violations described above and to avoid the time, expense and distraction of litigation.

40. The NYAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. Therefore, the NYAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) and GBL §§ 349, 350 based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

General Injunction

41. Respondents, their principals, employees, agents, officers, directors, partners, members and successors, agree to fully comply with all applicable laws governing the legal rights of tenants in properties currently owned and/or managed and any properties subsequently acquired, and intended to protect the health and safety of tenants, including but not limited to the following:

- a. Property Conservation Code of the City of Syracuse (revised General ordinances of the City of Syracuse),
- b. Property Maintenance Code of NYS, 19 NYCRR Part 1226,
- c. Real Property Law § 235-b,
- d. General Business Law §§ 349 and 350, and
- e. Fire Code of New York State.

42. Respondents expressly agree and acknowledge that failure to comply with the above-referenced laws is a violation of the Assurance, and that the NYAG thereafter may

commence the civil action or proceeding contemplated in paragraph 40, *supra*, in addition to any other appropriate investigation, action, or proceeding.

Programmatic Relief

43. Respondents agree to correct all code violations issued by the Division of Code Enforcement by the Division of Code Enforcement for the City of Syracuse, or by Code Enforcement unit of the municipality where the property is located prior to or by their compliance due dates, except when citing Code Enforcement officials, by agreement, have extended the compliance due date. If extended, then that date shall apply for purposes of this paragraph.

44. Respondents agree to correct all outstanding violations, if any, issued by the Division of Code Enforcement for the City of Syracuse, or by the Code Enforcement unit of the municipality where the property is located, within sixty (60) days of the Effective Date of this Assurance, except insofar as any court order or stipulation of settlement with respect to correction of such violations mandates a different date. In the event any of the above deadlines are missed, Respondents shall set forth, in writing, and timely report to the NYAG why the violation could not be corrected within such period, such as the need to have parts fabricated, vendor unavailability, permit requirements (provided that the same are promptly and diligently sought), or denial of access by a Tenant. If Respondents claim denial of access by a Tenant, Respondents must provide proof that they provided at least 3 days advance written notice to the Tenant requesting access on at least 2 different occasions.

45. With regard to the Skyline Apartments, Green National affirms that, except where modified by agreement with the City of Syracuse, it shall comply with the Notice of Nuisance Abatement issued by the City on March 23, 2021, which requires that it:

- a. Install “no loitering” signs in conspicuous locations on the exterior of the building;
- b. Proactively monitor all activity occurring on the premises (both interior and exterior) through full-time roving security patrols and notifying the police by 911 whenever criminal and/or suspicious activity is observed;
- c. Secure all doors to the residential portion of the premises at all times, only accessible by authorized residents to the premises by a locking and key access system that is supported by monitored security alarm system, which will also alert on-premises security personnel of any breach;
- d. Employ a full-time security employee at the front desk by the main entrance to the residential portion of the premises, 24 hours/day, 7 days/week, who shall ensure compliance with all of the orders and shall ensure that all points of ingress and egress to the residential portion of the premises by closed and secure at all times when not in use (no propping open of doors). The front desk security guard shall deny entry to all non-residents or non-permitted guest and respond to all alarms regarding breach to the front or back door.

46. Respondents agree to promptly respond to all tenant’s request for repairs and shall keep written documentation of tenant’s repair requests and their responses thereto, which shall include the following information: (a) the name and address of each tenant requesting a repair; (b) the date of such repair request; (c) the name of the employee who received and handled the request; and (d) the description and date of completion of the repair.

47. Prior to the sale of any of its New York properties to a third party, Respondents shall either 1) correct all open code violations prior to the sale of the property or 2) include in any contract of sale a provision that requires the purchaser to agree to the terms set forth in this Assurance in paragraph 44, *supra*. Further, nothing in this Assurance shall relieve Respondents of any obligations under this Assurance, or under any applicable law.

48. Within fourteen (14) days of selling any of its New York properties, Respondents shall notify the NYAG of such sale by forwarding a copy of the Deed together

with an Affidavit attesting to the fact that the purchase was an arm's length transaction, and that the purchaser was not affiliated with any of the Respondents, including their managing members.

49. Within fourteen (14) days of the Respondents subject to this Assurance acquiring any ownership, investment, equity, management, or other controlling interest in any residential building(s) in New York State, the Respondents or Respondents' managing members shall notify the NYAG of such acquisition or management interest. Thereupon, all terms, conditions and provisions within the Assurance shall apply to such newly acquired building(s).

50. Acceptance of this Assurance by the NYAG is not an approval or endorsement by the NYAG of any of Respondents' policies, practices or procedures, and Respondents shall make no representation to the contrary.

51. The Parties agree that it would be difficult to value the damages caused by default in the performance of any obligation required pursuant to the Programmatic Relief section of this Assurance, and therefore agree that Greenland Property Services, LLC, on behalf of Respondents shall pay to the State of New York a stipulated penalty of \$100.00 per day for each and every such default in the performance of any obligation under this paragraph occurring after the effective date of the Assurance.

Oversight and Monitoring

52. Compliance Report or Certification on Demand: At any time within sixty (60) days of the Effective Date of this Assurance, Greenland Property Services, on behalf of Respondents, shall provide the NYAG with certification affirming the Respondents' compliance with the requirements set forth in this Assurance, paragraphs 43 - 51 (Programmatic Relief). For

the following one-year period, or until such time as ownership of the respective property is sold or transferred to a non-affiliated buyer (whichever time is shorter), Respondents shall provide an affirmation of compliance to the NYAG on a monthly basis. Thereafter, Respondents shall provide this affirmation upon thirty (30) days written notice from the NYAG.

53. Retention of a Monitor:

- A. Should Respondents fail to comply with any of its obligations pursuant to this Assurance (paragraphs 43 - 52), Respondents shall engage an independent monitor to review its code compliance procedures and submit monthly reports to the NYAG. Respondents shall propose the name of this independent entity to the NYAG no later than forty-five (45) days of the Effective Date of this Assurance. The NYAG shall approve or deny Respondents' choice of monitor within fourteen (14) days. The NYAG reserves the right to select the monitor if Respondents fail to provide the name of a proposed Monitor acceptable to the NYAG within the stated forty-five (45) days.
- B. Respondents shall pay the full cost of the Monitor, including expenses.
- C. Respondents shall provide to the Monitor access to any and all documents requested by the Monitor.
- D. If the Monitor determines that interviews with Respondents' employees are necessary to determine Respondents' compliance with this Assurance, Respondents shall make such persons available for interview either virtually or in person.
- E. The Monitor shall review data to determine whether Respondents have

complied with this Assurance and submit monthly reports to the NYAG for a period of one year. The reports shall include i) the Monitor's determination as to whether Respondents violated the Assurance and ii) the factual basis for that determination. The monitor shall identify the specific violations that were uncorrected by their compliance due-dates and determine the penalty amount to be paid to the NYAG pursuant to paragraph 51 of this Assurance.

- F. Nothing in this Assurance limits the right of the NYAG to perform investigations independent of those performed by the Monitor.

54. Respondents expressly agree and acknowledge that a default in the performance of any obligation under this Assurance is a violation of the Assurance, and that the NYAG thereafter may commence the civil action or proceeding contemplated in paragraph 40, *supra*, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraph 40, pursuant to Executive Law § 63(15).

MONETARY RELIEF

55. Monetary Relief Amount with Suspended Payment: Respondents shall pay to the State of New York \$300,000 in costs and penalties (the "Monetary Relief Amount"), with \$50,000 payable upon execution of this Assurance. The remaining \$250,000 shall be suspended for sixty (60) days after the effective date of this Assurance and shall be considered satisfied if Respondents have provided the NYAG with its compliance documentation showing that Respondents have corrected all open code violations as provided in paragraphs 43 - 44, *supra*, and has by that time complied with the programmatic relief and compliance requirements set

forth in paragraphs 43 - 52, *supra*.

56. Payments shall be made by certified check made payable to the “State of New York,” and shall reference Assurance No. 22-010. Payments shall be addressed to the attention of Judith C. Malkin, State of New York, Office of the Attorney General, Syracuse Regional Office, 300 South State Street, Suite 300, Syracuse, NY 13202.

57. As security for the suspended payment set forth in paragraph 55 of this Assurance, on the date of this Assurance, Greenland Property Services, LLC, on behalf of Respondents, shall establish or cause to be established a \$250,000 cash collateral restricted escrow account at the firm of Barclay Damon LLP, as set forth in the attached Account Restriction Agreement, said agreement hereby incorporated by reference.

MISCELLANEOUS

Subsequent Proceedings.

58. Respondents expressly agree and acknowledge that the NYAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 66, and agree and acknowledge that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the NYAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance except for settlement communications;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally

waive any objection based upon personal jurisdiction, inconvenient forum, or venue.

- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

59. Except as provided above, Respondents shall retain without limitation all defenses to any such proceeding.

60. If a court of competent jurisdiction determines that the Respondents have violated the Assurance, the Respondents shall pay to the NYAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

61. This Assurance is not intended for use by any third party in any other proceeding.

62. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the NYAG.

63. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

64. Any failure by the NYAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the NYAG, notwithstanding that failure, shall have the right thereafter to insist upon

the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

COMMUNICATIONS

65. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 22-010, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the OAG, to:

Judith C. Malkin, AAG
NYS Attorney General's Office
300 South State Street, Suite 300
Syracuse, NY 13202

or in her absence, to the person holding the title of Assistant Attorney General in Charge of the Syracuse Regional Office.

If to the Respondents, to:

Jon Devendorf, Esq.
Partner
Barclay Damon Tower
124 East Jefferson Street
Syracuse, NY 13202

or in his absence, to the person holding the title of Counsel to Green National.

Representations and Warranties:

66. The NYAG has agreed to the terms of this Assurance based on, among other things, the representations made to the NYAG by Respondents and their counsel and the NYAG's own factual investigation as set forth in Findings, paragraphs 1 - 37, above.

Respondents represent and warrant that neither they nor their counsel have made any material representations to the NYAG that are inaccurate or misleading and that all entities affiliated with the subject properties are parties to this agreement. If any material representations by Respondents or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the NYAG in its sole discretion.

67. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents in agreeing to this Assurance.

68. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that Troy Green, Chief Executive Officer, as the signatory to this AOD, is a duly authorized officer acting at the direction of the members of the Respondents.

GENERAL PRINCIPLES

69. Unless a term limit for compliance is otherwise specified within this Assurance, then Respondent's obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

70. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis.

71. Nothing contained herein shall be construed to limit the remedies available to the NYAG in the event that the Respondents violate the Assurance after its effective date.

72. This Assurance may not be amended except by an instrument in writing signed on

behalf of the Parties to this Assurance.

73. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the NYAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

74. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

75. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

76. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

77. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

78. The effective date of this Assurance shall be February 21, 2022.

LETITIA JAMES

Attorney General of the State of New York
New York State Attorney General's Office
Syracuse Regional Office
300 South State Street, Suite 300
New York, NY 13202

By:

Judith C. Malkin Date: 2/21/2022

Judith C. Malkin
Assistant Attorney General
Syracuse Regional Office

and

**GREENLAND PROPERTY SERVICES, LLC,
GREEN REAL ESTATE HOLDINGS, LLC
GREEN CHESTNUT, LLC
GREEN JAMES, LLC
GREEN SKYLINE APARTMENTS, LLC
GREEN VINCENT, LLC
GREEN HP APARTMENTS, LLC**

By:

Troy Green

Date: 2/21/2022

Troy Green

Title: Chief Executive Officer and Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS
COUNTY OF ONONDAGA)

On the 21 day of February, 2022, before me personally appeared Troy Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he is the Chief Executive Officer and Managing Member of Greenland Property Services, LLC; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC; and Green HP Apartments, LLC, the limited liability companies described in and who executed the above instrument in his capacity, and that by his signature on the instrument did so with the authority of the members/manager(s) of said limited liability companies.



Notary Public, Onondaga County

Commission expires April 2, 2022