

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

In the Matter of:

CAMELOT ASSOCIATES LLC and CLOVER
MANAGEMENT, INC.

ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
EXECUTIVE LAW 63(15)

WHEREAS, pursuant to the provisions of New York State Executive Law § 63(12), Andrew M. Cuomo, Attorney General of the State of New York, has made an inquiry into the policies, procedures, and practices of Camelot Associates LLC (“Camelot”) and Clover Management, Inc. (“Clover”) with respect to renting apartments in Camelot Court Apartments to individuals whose source of income for rental payments would be from the Section 8 Rental Assistance Program of the U.S. Department of Housing and Urban Development;

WHEREAS, Camelot Court Apartments is a large rental complex located at 9A Camelot Court, Buffalo, New York 14214 and has approximately 150 units;

WHEREAS, City of Buffalo Code § 154-17 prohibits unlawful discrimination in the sale or rental of housing on the basis of an individual’s source of income;

WHEREAS, New York State Executive Law § 63(12) prohibits repeated or persistent fraudulent or illegal acts in the transaction of business;

WHEREAS, Camelot, the owner of Camelot Court Apartments, and Clover, the management company for Camelot Court Apartments, are subject to City of Buffalo Code § 154-17 and New York State Executive Law § 63(12);

WHEREAS, the parties herein desire to obviate further investigation or litigation, and it is expressly understood that, with respect to the investigation of the Office of the Attorney General (“OAG”), that this is a compromise settlement entered into solely for the purposes of avoiding the

expense and inconvenience of further investigation and litigation;

WHEREAS, in consideration of the covenants and understandings set forth herein and intending to be legally bound thereby, Camelot, Clover, and the OAG hereby agree as follows:

PART ONE: DEFINITIONS

1. As used throughout this Assurance of Discontinuance (“Assurance”), the terms set forth below shall mean as follows:
 - a. “**Agents**” means any owner, shareholder, partner, officer, employee, consultant, agent, independent contractor, or other person acting on behalf of Camelot or Clover.
 - b. “**Available Apartment**” means any apartment in a Subject Property that becomes available to be rented to a Prospective Tenant.
 - c. “**Camelot**” means Camelot Associates LLC, a limited liability company that owns Camelot Court Apartments and is organized under the laws of the State of New York. For purposes of this Assurance, the term “Camelot” as used herein includes all Agents of Camelot.
 - d. “**Camelot Court Apartments**” means the residential buildings and apartments owned by Camelot and managed by Clover and located at 9A Camelot Court, Buffalo, New York 14214.
 - e. “**Clover**” means Clover Management, Inc., a corporation that manages Camelot Court Apartments and is organized under the laws of the State of New York. For purposes of this Assurance, the term “Clover” as used herein includes all Agents of Clover.
 - f. “**Effective Date**” means the date that this Assurance is fully executed by the parties.

- g. **“Government Housing Subsidies”** means any federal, state, or local governmentally funded housing assistance program or benefit including, but not limited to, the Section 8 Rental Assistance Program of the U.S. Department of Housing and Urban Development, administered pursuant to 42 U.S.C. § 1437, et seq.
- h. **“Government Housing Subsidy Applicant”** means any Prospective Tenant who receives a Government Housing Subsidy.
- i. **“Respondents”** means Camelot and Clover.
- j. **“Prospective Tenant”** means any person who inquires about renting an apartment at the Subject Properties or about the availability of apartments at the Subject Properties.
- k. **“Rental Agent”** means any Agent involved in the renting and/or leasing of apartments at the Subject Properties.
- l. **“Source of Income”** means payments from a lawful occupation or employment, as well as other lawful payments including, but not limited to, public assistance, supplemental security income, pensions, annuities, unemployment benefits, and government subsidies such as Section 8 or other Government Housing Subsidies.
- m. **“Subject Properties”** means all residential rental properties located in the City of Buffalo that currently are, or will be, owned and/or managed by Clover.
- n. Terms of construction:
 - i. “All” means “any and all” and “any” means “any and all.”
 - ii. “Concerning” means relating to, referring to, describing, evidencing, regarding, constituting or reflecting.

- iii. "Day" refers to a calendar day, not a business day, unless otherwise specified.
- iv. "Including" means without limitation.
- v. The singular of any word includes the plural; the plural of any word includes the singular.

PART TWO: ATTORNEY GENERAL'S INVESTIGATION AND FINDINGS

- 2. In May 2006, the City of Buffalo enacted a local ordinance that prohibits unlawful discrimination in the sale or rental of housing on the basis of an individual's Source of Income. City of Buffalo Code § 154-17.
- 3. In 2007, the OAG conducted an investigation to determine whether Respondents engaged in unlawful discrimination by refusing to rent or lease apartments in Camelot Court Apartments to individuals because their rental payments would be from the Section 8 Rental Assistance Program of the U.S. Department of Housing and Urban Development.
- 4. The OAG contracted with Housing Opportunities Made Equal ("HOME") to conduct undercover tests at Camelot Court Apartments to assess how Respondents responded to inquiries from Prospective Tenants who receive Government Housing Subsidies. Posing as Prospective Tenants, the testers contacted the rental agent at Camelot Court Apartments and expressed an interest in renting an apartment at Camelot Court Apartments. Each tester was told that apartments were available. When the testers mentioned that they had Section 8 subsidies, however, the rental agent stated that Camelot Court Apartments does not accept Section 8 subsidies.
- 5. Moreover, a Section 8 recipient ("Complainant") informed HOME and the OAG that he had been denied the opportunity to rent a one-bedroom apartment at Camelot Court Apartments because he received Section 8 subsidies. On several occasions between September 2007 and

December 2007, the Complainant contacted the rental agent at Camelot Court Apartments and expressed an interest in renting a one-bedroom apartment. Each time, when the Complainant mentioned that he had a Section 8 subsidy, the rental agent stated that Camelot Court Apartments does not accept Section 8 subsidies. Nevertheless, the complainant filed an application for an apartment. The rental agent denied his application, stating during a recorded telephone conversation that Camelot Court Apartments does not accept Section 8 subsidies. The complainant's Section 8 voucher was due to expire on January 26, 2008.

6. Based on the foregoing, the OAG has determined that Respondents have engaged in a pattern and practice of unlawful discrimination in the sale or rental of housing on the basis of an individual's Source of Income in violation of the City of Buffalo Code § 154-17 and New York State Executive Law § 63(12).

IT NOW APPEARING THAT Respondents desire to settle and resolve the investigation without admitting or denying the OAG's findings, the OAG and Respondents hereby enter into this Assurance.

PART THREE: COMPLIANCE WITH THE LAW

7. Respondents, including their agents, employees, successors, and all other persons in active concert or participation with any of them, are hereby permanently enjoined from engaging in discriminatory housing practices prohibited by the City of Buffalo Code § 154-17, including, but not limited to:
 - a. Refusing to rent or lease housing accommodations because of a person's Source of Income; and
 - b. Making any statement in connection with the rental or lease of housing accommodations that expresses any limitation, specification, or discrimination as to

a person's Source of Income.

PART FOUR: NOTICE TO THE PUBLIC OF NONDISCRIMINATION POLICIES

8. Within ten (10) days of the Effective Date, Respondents shall take the following steps to notify the public of their nondiscrimination policies:
 - a. Prominently post in the rental office of the Subject Properties and in any office or apartment where there is rental activity with Prospective Tenants a fair housing sign stating: (a) it is illegal under local law to refuse to rent an apartment based on the tenant's Source of Income; (b) the Subject Property accepts any government assistance a tenant may offer to cover the cost of housing, such as Section 8; (c) if a person believes he or she has been denied an apartment due to receipt of a Government Housing Subsidy, he or she can file a complaint with the OAG; and (d) the street address, telephone number, and website address of the OAG's Civil Rights Bureau. The sign shall be substantially similar to that annexed as Exhibit A, and no smaller than 18 inches x 22 inches, in bold lettering, and no less than 28 point font;
 - b. Include in all advertisements concerning the Subject Properties: (a) a statement that Government Housing Subsidies are accepted; and (b) the words "Equal Housing Opportunity" and/or the Equal Housing Opportunity logo from the U.S. Department of Housing and Urban Development. The statements and/or logo shall be prominently placed and easily readable;
 - c. Include in the standard rental application used for each of the Subject Properties the statement that Government Housing Subsidies are accepted, using letters of equal size to those of the text in the body of the document. The rental application shall also ask whether a Prospective Tenant anticipates using Government Housing Subsidies

for rental payments, and, if so, the type of Government Housing Subsidy to be used;
and

d. Include in the rental lease for the Subject Properties the statement that the Subject Property will not discriminate against tenants because they seek to use a Government Housing Subsidy.

9. Within twenty (20) days of the Effective Date and on an annual basis thereafter so long as this Assurance is in effect, Respondents shall provide written notification to the organizations listed below that they accept Government Housing Subsidies at the Subject Properties:

Belmont Shelter Corporation
1195 Main Street
Buffalo, New York 14209

Rental Assistance Corporation of Buffalo
470 Franklin Street
Buffalo, New York 14202

Buffalo Municipal Housing Authority
300 Perry Street
Buffalo, New York 14202

PART FIVE: EDUCATION AND TRAINING

10. Within ten (10) days of the Effective Date, Respondents shall provide any Rental Agent at Camelot Court Apartments with a copy of this Assurance and its attachments. Such Rental Agents shall acknowledge in writing, using the Acknowledgment Form annexed as Exhibit B, that they have received, read, and agree to comply with this Assurance and understand that violation of this Assurance may result in discipline of the Rental Agent by Respondents. Respondents shall not continue to employ any Rental Agent at Camelot Court Apartments

who refuses to execute such an acknowledgment within ten (10) days of receiving a copy of this Assurance.

11. Any Rental Agent who violates this Assurance or otherwise engages in discriminatory housing practices prohibited by federal, state, or local law shall be subject to appropriate disciplinary action, up to and including termination of employment.
12. Within sixty (60) days of the Effective Date, all Rental Agents at each of the Subject Properties shall attend a fair housing training program at Respondents' expense, to be conducted by a qualified fair housing organization. The selection of the qualified fair housing organization shall be subject to the OAG's approval. The training program shall cover the requirements of federal, state, and local fair housing laws, including the prohibition on Source of Income discrimination.
13. All new Rental Agents at each of the Subject Properties shall attend this fair housing training program within sixty (60) days from their date of hire as a condition of employment.
14. All Rental Agents who attend the fair housing training program shall acknowledge in writing that they have done so, using the Training Acknowledgment Form, annexed as Exhibit C.

PART SIX: CAMELOT RENTAL PROCEDURES AND WAITING LIST

15. Respondents shall maintain an accurate list of apartments known to be available for rental at Camelot Court Apartments ("Availability List"). The list shall include the address and apartment number of the unit; the number of bedrooms; the monthly rent (including any rent special and/or other discounts); the date the unit's availability became known to Respondents; and the first date it would be available for rental or occupancy by a new tenant.

16. Upon inquiry by a Government Housing Subsidy Applicant, Respondents shall inform that Government Housing Subsidy Applicant of any Available Apartments that meet that Government Housing Subsidy Applicant's expressed preferences (i.e., size, rent range, etc.).
17. If there are no Available Apartments at Camelot Court Apartments that meet the Government Housing Subsidy Applicant's expressed preferences, Respondents shall immediately offer the Government Housing Subsidy Applicant an opportunity to be placed on a "Waiting List" once he or she completes a rental application and tenders a security deposit equal to one month's full rent. The security deposit shall be returned to the Government Housing Subsidy Applicant upon request at any time he or she requests to be removed from the Waiting List. The Waiting List shall include the Government Housing Subsidy Applicant's name, current address, daytime and evening telephone numbers, and unit preferences, as well as the date the Government Housing Subsidy Applicant's name was placed on the Waiting List.
18. Within three (3) business days of the date on which Respondents become aware that an apartment will become available in Camelot Court Apartments, Respondents shall notify the following agencies of the Available Apartment by registering the unit on-line:

Belmont Shelter Corporation
1195 Main Street
Buffalo, New York 14209
www.belmontshelter.org

Rental Assistance Corporation of Buffalo
470 Franklin Street
Buffalo, New York 14202
www.racbny.org
19. Respondents shall not impose a minimum income requirement (or other requirements designed to assess ability to pay the full monthly rent) on Government Housing Subsidy

Applicants at any of the Subject Properties. However, Respondents may require a Government Housing Subsidy Applicant to demonstrate an ability to pay that portion of the rent not covered by the Government Housing Subsidy.

PART SEVEN: CAMELOT RESERVED UNITS

20. To remedy the effects of Respondents' alleged past housing discrimination based on Source of Income, during each of the first two Reporting Periods, as defined in Part Nine, Respondents shall designate no fewer than 10 Available Apartments at Camelot Court Apartments ("Reserved Apartments") to be initially reserved for rental to persons who receive Government Housing Subsidies. Respondents may designate a unit as a Reserved Apartment upon receiving notification that the existing tenant intends to vacate the unit. During the fifteen (15) business days following the date Respondents designate a specific unit as a Reserved Apartment, Respondents may rent the unit only to individuals who receive Government Housing Subsidies. Upon the expiration of this 15-day period, if Respondents have made good faith efforts to rent the unit to a Government Subsidy Applicant, the Reserved Apartment has not been rented, and there are no pending applications by a Government Subsidy Applicant, Respondents may then rent the Reserved Apartment to Prospective Tenants who do not receive Government Housing Subsidies.
21. Within three (3) business days of designating a unit as a Reserved Apartment, Respondents shall contact the Government Housing Subsidy Applicants on the Waiting List whose expressed preferences would be met by the Reserved Apartment, and shall offer them the opportunity to rent the apartment. Respondents shall maintain a log reflecting the contacts made to Government Housing Subsidy Applicants on the Waiting List. The log shall include the date of the contact; the name of the Government Housing Subsidy Applicant

contacted; the manner in which the contact was made; the name of the Agent who made the contact; and the Government Housing Subsidy Applicant's response to the offer.

PART EIGHT: COMPLAINTS

22. Within seven (7) days after Respondents receive any complaint, whether written or oral, from a tenant or Prospective Tenant of any of the Subject Properties alleging discriminatory treatment with respect to housing, Respondents shall complete an investigation of the complaint and complete a Complaint Form, annexed as Exhibit D. The investigation shall be conducted by a management employee designated to handle tenant discrimination complaints.
23. Within seven (7) days of completing the investigation, Respondents shall inform the complainant of any action taken in response to the complaint.
24. Within fourteen (14) days of receiving any complaint, Respondents shall provide to the OAG a copy of the completed Complaint Form and copies of all documents relating to the complaint.

PART NINE: RECORD KEEPING AND MONITORING

25. Respondents shall maintain the following information:
 - a. The notifications sent to Section 8 administering agencies and documents reflecting requests to place advertisements concerning Subject Properties pursuant to Part Four;
 - b. The executed Acknowledgment Forms pursuant to Part Five;
 - c. The Waiting Lists and the logs reflecting contacts with the Government Housing Subsidy Applicants on the Waiting Lists pursuant to Parts Six and Seven;
 - d. All Complaint Forms and other documents concerning complaints pursuant to Part Eight;

- e. All completed tenant application forms for Subject Properties, and all documents concerning any such applications; and
 - f. All correspondence to and from RAC, the Belmont Shelter Corporation, and the Buffalo Municipal Housing Authority concerning any Government Housing Subsidy Applicant.
26. Respondents shall prepare reports and provide them to the OAG at the close of each of the three Reporting Periods. The first Reporting Period shall begin on the Effective Date and end twelve months thereafter. The second Reporting Period shall begin at the close of the first Reporting Period and end twelve months thereafter. The third Reporting Period shall begin at the close of the second Reporting Period and end eleven months thereafter. The reports shall include:
- a. The following information for each Available Apartment in Camelot Court Apartments during the Reporting Period:
 - i. the apartment number, type of apartment (i.e., one-bedroom or two-bedroom), previous rent, asking rent, and vacancy date;
 - ii. whether the Available Apartment was designated as a Reserved Apartment, and, if so, the date on which it was designated as such;
 - iii. whether the Available Apartment was rented to an individual who received Government Housing Subsidies, and if so, the type of Government Housing Subsidy received by the individual and the name of the administering agency;
 - iv. the date on which the Available Apartment was rented;
 - v. the name of the new tenant; and
 - vi. the rent collected from the new tenant for the Available Apartment.

- b. The following information for each Prospective Tenant who applied to rent an apartment at a Subject Property and indicated an intention to use a Government Housing Subsidy during the Reporting Period:
 - i. the name, telephone number, and address of the Prospective Tenant;
 - ii. the type of Government Housing Subsidy sought to be used;
 - iii. the date the application was submitted;
 - iv. the type of unit sought; and
 - v. whether the application was approved, and if it was denied, the reason for the denial.
 - c. The number and location of Subject Property apartments in which current tenants requested to use a Government Housing Subsidy acquired during the Reporting Period; the type of Government Housing Subsidy received by the individual and the name of the administering agency; whether the request was approved, and if it was denied, the reason for the denial; and, if applicable, the date Respondents began to accept the Government Housing Subsidy.
 - d. The number of people on the Waiting List at the end of each month of the Reporting Period.
 - e. For each Subject Property, as of the end of the Reporting Period, the total number of tenants who use Government Housing Subsidies to pay for their rent.
 - f. Copies of the documents required to be maintained pursuant to Paragraphs 25(b), 27(d), and 27(f).
27. Within fourteen (14) days after receiving a written request from the OAG, Respondents shall provide to the OAG any documents Respondents are required to maintain under the terms

of this Assurance or that relate to obligations under the Assurance, and representatives of the OAG shall be permitted to inspect and copy all such records at any and all reasonable times.

28. This Assurance does not in any way impair or affect the right of the OAG to seek to obtain documents from Respondents pursuant to a subpoena.

PART TEN: COMPLIANCE TESTING

29. Within sixty (60) days of the Effective Date, Respondents shall enter into a contract with a qualified fair housing organization with experience in discrimination testing to develop and implement a program to test for possible discrimination against recipients of Government Housing Subsidies at the Subject Properties. A minimum of three paired tests shall be conducted per Reporting Period. Each paired test shall be conducted on a single Subject Property and no more than three Subject Properties are required to be tested per Reporting Period. However, if the OAG determines that none of the six paired tests conducted during the first two Reporting Periods reveal evidence of Source of Income discrimination, the testing for the third Reporting Period will not be required. The tests shall commence no later than three months after the Effective Date.
30. Prior to its execution, the contract shall be provided to the OAG for its review and approval. The contract shall provide a general description of the testing to be done, and require that all tests be recorded.
31. Respondents will review the testing results with the relevant individual employees and will use the results to determine how to address any concerns with individual employees and whether changes in training are necessary.
32. All written materials and recordings concerning each test shall be provided to the OAG within thirty (30) days of the completion of the test.

PART ELEVEN: HOUSING FOR THE COMPLAINANT

33. Respondents shall continue to lease a one-bedroom apartment at Camelot Court Apartments to the Complainant, who is identified in a separate letter, dated July 22, 2008, from the OAG to Hugh Carlin, counsel for Respondents. For the twelve-month period that commenced on March 1, 2008 (the date of Complainant's lease), the monthly rent for the apartment shall be the monthly rent that the Rental Assistance Corporation of Buffalo determines falls within the Section 8 payment standards.
34. The Complainant shall have the right to renew the lease for a period of one (1) year, commencing on March 1, 2009, with the same rental terms and conditions. Thereafter, Respondents may require Complainant to pay the full monthly rent set by Respondents for the same type of unit at Camelot Court Apartments.
35. Respondents shall waive the Complainant's application fee and security deposit.
36. Respondents shall be required to provide the relief specified in this paragraph only after the Complainant has executed the Release, annexed as Exhibit E.

PART TWELVE: MONETARY RELIEF

37. The OAG shall recover from Camelot and Clover the aggregate sum of \$10,000.00. The OAG will seek to use these funds on restitution for victims of Respondents' housing discrimination in violation of City of Buffalo Code § 154-17. The OAG shall have sole discretion to identify victims and determine how settlement funds shall be apportioned. Respondents shall not receive any financial or other direct benefit from the settlement funds. To the extent that the victims cannot be identified, or are unable or unwilling to accept restitution payments, the remaining funds shall be spent on outreach, education, and/or enforcement of anti-discrimination laws.

38. Payment shall be in the form of a certified or official bank check made out to the New York State Department of Law and forwarded to the Office of Attorney General, 120 Broadway, 3rd Floor, New York, New York 10271, Attention: Sunita Kini-Tandon. The payment shall reference the OAG Assurance Number CD-AOD 08-021.

**PART THIRTEEN: SCOPE OF THE ASSURANCE, JURISDICTION,
AND ENFORCEMENT PROVISIONS**

39. This Assurance shall expire three (3) years after the Effective Date.
40. Notwithstanding any provision of this Assurance to the contrary, the OAG may, in its sole discretion, grant written extensions of time for Respondents to comply with any provision of this Assurance.
41. The signatories to this Assurance warrant and represent that they are duly authorized to execute this Assurance and that they have the authority to take all appropriate action required or permitted to be taken pursuant to this Assurance to effectuate its terms.
42. The OAG may seek to enforce this Assurance through enforcement proceedings including a civil action in federal or state court seeking appropriate relief, such as specific performance of the provisions of this Assurance. Pursuant to New York State Executive Law § 63(15), evidence of a violation of the Assurance will constitute *prima facie* proof of a violation of City of Buffalo Code § 154-17 in any civil action or proceeding hereafter commenced by the OAG. In the event of a dispute among the parties regarding any issue arising hereunder, the parties will attempt in good faith to resolve the dispute before seeking judicial intervention.
43. Any failure by the OAG to enforce this entire Assurance or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the OAG's right to enforce other deadlines and provisions of this Assurance.

44. If any provision, term, or clause of this Assurance is declared illegal, unenforceable, or ineffective in a legal forum, such provision, term, or clause shall be deemed severable, such that all other provisions, terms, and clauses of this Assurance shall remain valid and binding on the parties.
45. This Assurance constitutes the entire agreement between Camelot, Clover, and the OAG on the matters raised herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party that is not contained in this Assurance shall be enforceable.
46. Nothing in this Assurance is intended to confer any right, remedy, obligation, or liability upon any person or entity other than the parties hereto.
47. Nothing in this Assurance is intended to, nor shall, limit the OAG's investigatory or compliance review powers otherwise provided by law or this Assurance.
48. Nothing in this Assurance shall require Respondents to accept from a Government Housing Subsidy Applicant a monthly rent less than the full monthly rent that other Prospective Tenants who do not receive Government Housing Subsidies would be required to pay for the same unit.
49. This Assurance may be executed in multiple counterparts, each of which shall be deemed a duplicate original.
50. This Assurance is final and binding on the parties, including principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. No assignment by any party hereto shall operate to relieve such party of its obligations herewith.
51. 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 this Assurance or creating the

impression that this Assurance is without factual basis. Nothing in this paragraph affects Camelot's or Clover's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.

52. Any payments and all correspondence related to this Assurance shall reference OAG Assurance Number CD-AOD 08-021.
53. All communications and notices regarding this Assurance shall be sent by first-class mail and, if twenty-five (25) pages or fewer in length, by facsimile, to:

Office of the Attorney General:

Sunita Kini-Tandon, Assistant Attorney General
Civil Rights Bureau
Office of the NYS Attorney General
120 Broadway, 3rd Floor
New York, New York 10271
Tel. (212) 416-8623
Fax (212) 416-8074

Camelot Associates LLC:

Michael L. Joseph
Manager
c/o Clover Management, Inc.
348 Harris Hill Road
Williamsville, New York 14221
Fax (716) 688-5098

With a copy to:

Hugh C. Carlin
Gross Shuman Brizdle & Gilfillan, P.C.
465 Main Street, Suite 600
Buffalo, New York 14203
Fax(716) 854-2787

Clover Management, Inc.:

Michael L. Joseph
President
Clover Management, Inc.
348 Harris Hill Road
Williamsville, New York 14221
Fax (716) 688-5098

With a copy to:

Hugh C. Carlin
Gross Shuman Brizdle & Gilfillan, P.C.
465 Main Street, Suite 600
Buffalo, New York 14203
Fax(716) 854-2787

IN WITNESS THEREOF, the undersigned subscribe their names:.

Dated: Buffalo, New York
July 31, 2008

CLOVER MANAGEMENT, INC.

By: _____
Michael L. Joseph
President
Clover Management, Inc.

CAMELOT ASSOCIATES LLC

By: _____
Michael L. Joseph
Manager
Camelot Associates LLC

CONSENTED TO:

Dated: New York, New York
~~July 4~~, 2008

August

ANDREW M. CUOMO
Attorney General of the State of New York

By: *AIM*
Alphonso B. David
Deputy Bureau Chief
Civil Rights Bureau

Spencer Freedman
Spencer Freedman
Counsel
Civil Rights Bureau

Jeffrey K. Powell
Section Chief
Civil Rights Bureau

Sunita Kini-Tandon
Assistant Attorney General
Civil Rights Bureau

Office of the NYS Attorney General
120 Broadway
New York, NY 10271
Tel. (212) 416-8240
Fax (212) 416-8074

EXHIBIT A

**GOVERNMENT HOUSING SUBSIDIES ARE
ACCEPTED. IT IS ILLEGAL UNDER LOCAL LAW
TO DISCRIMINATE BASED ON SOURCE OF
INCOME.**

**“Government Housing Subsidies” means any
assistance that you receive from the
government to cover the cost of your housing,
such as Section 8.**

**If you believe that you have been denied an
apartment because you receive a government
housing subsidy, you may file a complaint
with:**

**The State of New York
Office of the Attorney General
Civil Rights Bureau
120 Broadway, 3rd Floor
New York, New York 10271-0332
Hotline: (800) 771-7755
Tel.: (212) 416-8250
Fax: (212) 416-8074
Web Site: <http://www.oag.state.ny.us>**

EXHIBIT B

Compliance Acknowledgment Form

I, _____, have received, read, and agree to comply with this Assurance. I further understand that violating this Assurance or otherwise engaging in discriminatory housing practices prohibited by federal, state, or local law, **including unlawfully denying an individual an opportunity to rent an apartment because the rent will be paid through the use of a government housing subsidy such as Section 8**, shall subject me to appropriate disciplinary action, up to and including termination of employment.

Name

Title/Position

Signature

Date

EXHIBIT C

Fair Housing Training Acknowledgment Form

I, _____, have attended the Fair Housing Training provided by _____ at _____ on _____. I understand that I will be subject to discipline, including possible termination, for failure to comply with the fair housing laws, including City of Buffalo Code § 154-17, **which prohibits unlawful discrimination in the sale or rental of housing on the basis of an individual's race, creed, color, national origin, sex, disability, familial status, marital status, age, sexual orientation, gender identity and expression, military status, or source of income.**

Name

Title/Position

Signature

Date

EXHIBIT D

COMPLAINT FORM

Instructions:

1. Please TYPE or print clearly in dark ink.
2. You must complete the entire form.
3. Make sure copies (not originals) of all relevant papers concerning the complaint are attached.

A. Complainant

Name: _____

Address: _____

Phone: _____ (Home)
_____ (Mobile)
_____ (Work)

B. Agent(s) or Tenants That Are The Subject of The Complaint

Name: _____

Title: _____

(Attach additional papers if necessary)

C. Witness(es)

Name: _____

Address: _____

Phone: _____ (Home)
_____ (Mobile)
_____ (Work)

(Attach additional papers if necessary)

I ACKNOWLEDGE THAT THE ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE:

Name

Title/Position

Signature

Date

Copy to: State of New York
Office of the Attorney General
Civil Rights Bureau
120 Broadway, 25th Floor
New York, New York 10271
Attn.: Bureau Chief

You may also call for a complaint form or download a complaint form from:

State of New York
Office of the Attorney General
Civil Rights Bureau
120 Broadway, 3rd Floor
New York, New York 10271-0332
Hotline: (800) 771-7755
Tel.: (212) 416-8250
Fax: (212) 416-8074
Web Site: <http://oag.state.ny.us>

EXHIBIT E

RELEASE

For consideration received in connection with the resolution of the investigation, entitled In the Matter of Camelot Associates LLC and Clover Management Inc., I _____ hereby release and forever discharge all claims related to the facts at issue in this matter referenced above, or in any way related to this matter, up to and including the date of the execution of this Release, that I may have against Camelot Associates LLC and Clover Management Inc., their successors, assigns, agents, and representatives.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ___ day of ____, 2008.

Name