

ATTORNEY GENERAL OF THE STATE OF NEW YORK
HOUSING PROTECTION UNIT

In the Matter of

Assurance No. 26-009

**Investigation by Letitia James,
Attorney General of the State of New York, of**

LANDSMAN REAL ESTATE SERVICES, INC.
LANDSMAN DEVELOPMENT CORP.

Respondents.

AMENDED ASSURANCE OF DISCONTINUANCE

By Assurance of Discontinuance (“AOD”) No. 25-021, dated April 16, 2025, the Office of the Attorney General of the State of New York (“OAG”) entered into a settlement pursuant to NYS Executive Law § 63(12) resolving its investigation into whether Respondents Landsman Real Estate Services, Inc. and Landsman Development Corp. (collectively “Landsman” or “Respondents”) violated 42 USC § 5304(d), otherwise known as “Section 104(d)” of the Housing and Community Development Act of 1974 and its accompanying regulations governing “Relocation assistance for displaced persons” 24 CFR § 42.350. Respondents agreed to certain relief to correct violations of the law and regulations that had resulted in issuance of incorrect notices and insufficient relocation payments to affected tenants of the 45 Townhouse units slated for demolition and reconstruction at Los Flamboyanes, 100 Borinquen Plaza, Rochester, NY 14605.

Now by this Amended Assurance of Discontinuance (“Amended Assurance”) all the terms of AOD No. 25-021 are incorporated herein and this Amended AOD contains the OAG’s subsequent findings that Respondents failed to fully comply with the agreed upon terms of AOD

No. 25-021, as well as the additional relief now agreed to by the OAG and Respondents (collectively, the “Parties”) in settlement of the OAG’s compliance investigation.

OAG FINDINGS

The OAG finds that Respondents failed to sufficiently comply with the terms of AOD No. 25-021 in that they did not conduct a proper survey of the relocated Townhouse tenants for the purpose of determining and paying all allowable relocation costs pursuant to “Section 104(D)” of the Housing and Community Development Act of 1974.

Post AOD Non-Compliance:

1. After signing AOD No. 25-021 on April 16th, 2025, Respondents were to issue a “Corrected Notice of Eligibility for Relocation Assistance” to each of the Townhouse tenants who were relocated from their townhomes and who received less in ongoing Replacement Housing Payments (“RHP”) than they were entitled to, using the enhanced relocation benefits provisions of Section 104(D). (Exhibit A, AOD 25-021 at ¶ 24.)

2. In addition to the Respondents’ obligation to recalculate and issue new notices informing eligible tenants about extended RHP benefits, the Respondents were required to survey *all* the relocated tenants “...to determine if [the tenants] had any out of pocket moving related costs...” and to pay all relocation costs as required by law and in accordance with Section 104(d).¹ (Exhibit A, AOD 25-021 at ¶¶ 24-27.)

3. A non-exhaustive list of additional eligible costs under Section 104(d) include

¹ A few of the relocated tenants were not eligible for RHP payments when they exited their Townhouses at Los Flamboyanes because they relocated to affordable housing units where they had no new increased rent or utility costs. While they were not then eligible for any new RHP money, Respondents were required to survey them, under the AOD’s terms, to determine if they had other moving related costs that needed to be reimbursed.

background check/application fees for housing searches, security deposits, connection fees for utility, cable and/or internet services, actual moving costs up to amounts authorized by law, and estimated average utility costs.² Respondents were required to provide the OAG, within 45 days of the effective date of the AOD (by on or about May 31, 2025) with a comprehensive and detailed summary of all the additional RHP and other relocation costs identified and paid after surveying the tenants. (See Exhibit A, AOD 25-021 at ¶ 27).

4. By email, on May 29, 2025, Respondents sent the OAG a sample copy of an “Updated Notice of Eligibility for Relocation Assistance” which had been distributed by regular mail to all Townhouse tenants.³ The notice gave tenants information about whether they were eligible for additional Rental Housing Payments and alleged that Respondents had taken tenants’ “... utilities at [their] replacement dwelling” into consideration in determining what additional amounts they would be receiving. The notice instructed tenants that any other moving related expenses, such as application/credit check fees or “other similar costs”, would be reviewed for possible payment only if the tenants themselves reached out to the Respondents with supporting documentation of those expenses. (Exhibit B, “Updated Notice of Eligibility for Relocation Assistance”).⁴

² Payments to relocating tenants for Security Deposits at their relocation units were to be paid as a separate expense, either to the tenant or to the new landlord directly at the tenant’s request. Security Deposit payments were not to be deducted from any lump sum RHP payments issued to the tenants at their exit from the Townhouses.

³ Respondents represent that the relocated Townhouse tenants are 95 percent Spanish speakers and that it is the Respondents’ practice to provide notices in both English and Spanish and to use bilingual employees to communicate with the tenants orally, when needed.

⁴ Respondents’ “Updated Notice of Eligibility for Relocation Assistance” also violated other explicit provisions of Section 104(d) by including a disclaimer displayed prominently on the first page asserting that certain undocumented immigrants would not be eligible for *URA assistance* and that “[A]ll persons seeking relocation assistance will be required to certify that they are a

5. The OAG finds that Respondents failed to properly survey the relocated tenants, thereby violating the AOD's terms which imposed that responsibility on the Respondents. Specifically, the OAG further finds that by failing to reach out to tenants individually by phone to conduct a survey of their out-of-pocket moving-related costs, Respondent improperly shifted the burden to the tenants to: 1) reach out affirmatively to Respondents, potentially on multiple occasions, until they were able to reach someone to discuss their claims; and 2) establish what kinds of moving-related expenses might be covered and what "supporting documentation" would be satisfactory to Respondents to qualify to receive reimbursement. (Exhibit A, AOD No. 25-021 at ¶ 26.)

6. By the same email correspondence on May 29, 2025, Respondents provided the OAG with an Excel spreadsheet which, in addition to the sample Updated Notice to tenants, confirmed that the only relocation payments Respondents planned to make were the additional RHP costs required by the AOD's terms, but without any results from a survey inquiry to determine any other moving-related costs.⁵ The spreadsheet was offered by Respondents as evidence of their

United States citizen or national or an alien lawfully present in the United States." The preclusion of undocumented immigrants from relocation assistance applies only to URA relocation benefits; Section 104(d) relocation benefits are available without regard to immigration status. See <https://www.govinfo.gov/content/pkg/GOVPUB-HH-PURL-LPS74836/pdf/GOVPUB-HH-PURL-LPS74836.pdf>. Additionally, though no tenant has indicated that they were denied benefits on this basis, discrimination on the basis of actual or perceived immigration and citizenship status violates New York State Human Rights Law [NY CLS Exec § 296 \(2-a\)](#).

⁵ The original RHP payment made to most of the tenants at their relocation was capped artificially by the Respondents at \$9,570.00 and not paid in installments, which the OAG finds violates Section 104(D). To determine in which month and year the lump sums would run out for each tenant and new payments should begin, Respondents divided the lump sum paid by each tenant's unique monthly RHP payment (based on their tenant share and a utility allowance for their housing type and size) until exhausted. Section 104(D) authorizes RHP payments to be made for 60 months from relocation or until a newly constructed apartment is available to move back into, whichever is sooner. Respondents' spreadsheet reflected an approximately 24-month period of payment

compliance with their obligation under ¶ 27 of the AOD to provide the OAG with a comprehensive and detailed summary of all relocation costs paid to Townhouse tenants.

7. After receiving the spreadsheet from Respondents, the OAG undertook its own informal survey of relocated tenants to inquire about costs that were incurred because of their displacement from the Townhouses. Tenants described a variety of moving and other expenses caused by having to relocate to new homes; several tenants relocated to units that were 20-30 minutes away—or even farther away—from their children’s schools, their workplaces and their healthcare providers. They described new monthly utility costs that exceeded the utility allowance metric that had been used by Respondents to determine how much of a RHP relocated tenants should receive as well; they also reported one-time charges for re-connecting the internet and installing certain appliances.

8. Several tenants represented to the OAG that the conditions in the Los Flamboyanes Townhomes they left were so bad, due to infestations of cockroaches and mice (and in some instances, bedbugs) that many households were compelled to spend part of their RHP lump sum payments to pay for replacement furniture as well as other uncompensated moving related costs. Relocated tenants described the necessity of throwing out vermin-infested mattresses and other furniture to avoid infesting their new homes with pests. By issuing the RHP as a lump sum, which the OAG finds violated the Section 104(d) requirement that RHP money be distributed to low-income tenants in installments, Respondents effectively facilitated the tenants’ decision to spend

which aligns with their estimate of project completion two years from relocation of tenants in March 2025 to March 2027. However, Respondents have explicitly acknowledged that their obligation to continue to make these relocation cost payments may continue for as long as it takes for the project to be built, up to 60 months from the tenants’ original relocation date. (Exhibit A, AOD No. 25-021 at ¶ 28.)

replacement funds, meant for future rent and utility costs, on other pressing immediate needs. The OAG's survey found that many tenants have run out of their lump-sum RHP and have been struggling to pay their rent due to the costs and expenses referred to above. Some tenants did not relocate to another affordable housing unit and instead are in market-rate apartments that are not comparable to their former apartments at Los Flamboyanes. Most are paying more than 30 percent of their income for rent and utilities, placing them at risk for eviction and utility shutoffs. Several tenants had received Rent Demand Notices and/or had court proceedings for eviction commenced due to rent delinquencies. Respondents also issued rent demands or initiated eviction proceedings against at least two former Townhouse tenants who relocated to affordable housing units at Respondents' other properties. These tenants, who were given a lump sum RHP, spent that money on replacement furniture and other needs.

9. Respondents only engaged in a phone survey of the approximately 25 relocated tenant households when the OAG alerted them to their deficiencies in complying with the first AOD, including but not limited to, failing to survey the relocated tenants. Several tenants' cell phones were no longer in service. However, Respondents represent that they have now reached 24 out of 25 total tenant households and are aware of the status of their housing, utility arrears, rent arrears and other claims for moving related expenses.

10. Respondents neither admit nor deny the OAG's Findings above.

11. The OAG finds the relief and agreements contained in this Amended Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a civil enforcement action or proceeding for violations of 42 USC § 5304(d), otherwise known as "Section 104(d)"

of the Housing and Community Development Act of 1974 and its accompanying regulations governing “Relocation assistance for displaced persons” 24 CFR § 42.350.

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

RELIEF

Term and Scope of Assurance

12. The Effective Date of this Amended Assurance shall be the date this Assurance is signed by the OAG. The terms of this Assurance shall be in effect until all 25 relocated tenants have either taken possession of a newly constructed Townhouse unit at the Los Flamboyanes site or the Respondents have demonstrated to the satisfaction of the OAG that a particular tenant: 1) is ineligible to re-occupy a newly constructed unit at the Los Flamboyanes site and notice has been given to the tenant and the OAG simultaneously of this ineligibility, or 2) a relocated tenant has affirmatively declined their Right to Return to the project in writing with simultaneous copy sent to the OAG or 3) a relocated tenant has failed to accept the Right of Return within 30 days of notice of same, after Respondent’s communication of the Right of Return delivered to tenant by letter (to last known address), email (to last known email address), phone message or phone call (to last known phone number) received by Respondents within that 30 day period. With respect to a relocated tenant who has failed to communicate their intention to return to the completed project, upon notice to the OAG, the OAG will be given an additional 21 days to communicate with any unresponsive relocated tenant before the Right to Return is extinguished. All the prior terms and conditions set out in AOD No. 25-021 are incorporated herein, in their entirety. The provisions of this Amended Assurance shall be binding on the Respondents and on any of their owners, members, principals, shareholders, officers, employees, agent, heirs, assigns and successors in interest.

13. Nothing in this AOD should be construed to relieve the Respondents from any additional compliance obligations that may be found in Section 104(d) (which governs projects funded by the HOME Investment Partnerships program) or the URA, not specifically referenced herein.⁶

14. If any of the properties in which Respondents hold an ownership interest and a relocated tenant resides are sold or transferred during the term of this Assurance, then Respondents shall put the new owners on notice of the terms of this Assurance, either in a contract of sale or by duly recording this agreement against the properties where relocated tenants reside. The new owners and property managers of the transferred properties shall continue to be obligated to the terms of this agreement, and the OAG and the relocated Townhouse tenants shall have a right to enforce the obligations of the agreement as against the new owners.

General Permanent Injunction

15. Respondents shall not engage or attempt to engage in conduct in violation of any applicable laws, including but not limited to 42 USC § 5304(d), otherwise known as “Section 104(d)” of the Housing and Community Development Act of 1974 and its accompanying regulations governing “Relocation assistance for displaced persons” 24 CFR § 42.350.

16. Respondents expressly agree and acknowledge that violation of any of these laws is a violation of this Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 11, supra, in addition to any other appropriate investigation, action or proceeding.

⁶ The Section 104(d) requirements governing conversion, demolition and one for one replacement of lower income housing for projects utilizing federal Community Development Block Grant (CDBG) funds were extended to the federal HOME Investment Partnerships fund program by Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act as amended (NAHA).

Programmatic and Monetary Relief:

17. Respondents agree to notify all relocated tenants of the programmatic and monetary relief set forth in the paragraphs below by sending the applicable correspondence in the forms provided at Appendices 1 & 2, attached hereto and referenced herein, to the relocated tenants' last known email address and by regular mail to their last known relocation residence, within 14 calendar days of the Effective Date of this Agreement.

18. All written communications to relocated tenants, whether delivered by email or regular mail, shall be given in both English and in Spanish. All oral communications must also be available in both English and Spanish, and an interpreter must be arranged for any other language that may be necessary to communicate with tenants. Respondents must provide, in all communications with tenants, a working phone number for the tenant to return contact. That phone number must have an answering service for voicemail messages where tenants are, in fact, able to leave messages. Voicemail and other messages from tenants will be returned by Respondents with a phone call placed within 48 hours of the tenant's message and efforts to reach the tenant must continue daily until the Respondents speak with the tenant directly.

19. Respondents agree to pay the utility arrears, as of the Effective Date of this Agreement or through February 28, 2026, whichever is later, of any relocated tenant who currently rents a relocation apartment, *not owned by the Respondents*, whose utility costs (gas, electric, water, sewer, and/or garbage collection) are separate and in addition to, their monthly rent obligation and who have been threatened with termination of service and/or shut off by their utility providers for non-payment/arrears during the relocation period. This agreement shall include satisfying any existing payment agreement the tenant (or their surrogate/guarantor) has

already entered with the utility providers to stave off termination of service. **Appendix 1** to this agreement shall be used to provide notice to this group of tenants.

20. To obtain financial assistance from Respondents for the utility arrears assistance above, a relocated tenant must provide Respondents via email, text, regular mail or hand delivery, a copy of a utility bill or notification that gas, electric, water, sewer or garbage collection service will be or has been threatened with termination because of unpaid arrears. If the utility bill is for service to the unit or dwelling premises for which the relocated tenant resides pursuant to a residential lease in their name, Respondents shall make the utility payment, whether the bill itself is held in the name of the tenant's relative or other surrogate/guarantor of the tenant.

21. Respondents agree to offer any former Townhouse tenant who resides in a relocation apartment *owned or managed by Respondents*, a payment agreement for any unpaid rent which has been in arrears for 30 days or more in the amount of more than one month's rent. Townhouse tenants who have already executed a payment agreement with Respondents will be offered a new payment agreement on these same terms and conditions below, within 14 calendar days of the Effective Date of this AOD. The OAG shall be copied on the Respondents' email to tenants in rent arrears, such that notice to the tenant and the OAG is simultaneous. The notice shall state that the tenant is in rent arrears and that they will have the opportunity to come to the management office to sign a payment agreement upon the terms below, to allow them to cure their rental arrears and avert eviction, ejectment and/or another proceeding or action for unpaid rent. Respondents shall use the notice attached hereto as **Appendix 2**.

22. In any such payment agreement, Respondents will indicate that responsibility for payment of the rent arrears commences when the tenant's monthly RHP re-commences, and not before. The payment agreement shall state when the RHP re-commences based on the

Respondents' calculation. Respondents also agree that the amount of the monthly payments that tenants must make towards rent arrears (when they commence) will amount to no more than 10% of the tenant's then net monthly income (such that the relocated tenant's monthly ongoing rent plus arrears payments total no more than 40% of tenant's net monthly income). Respondents also agree to waive late fees for any tenant entering into a payment agreement for rent arrears. Should the relocated tenant default on the payment agreement, Respondents may resume charging late fees prospectively in the month immediately following the default.

23. Respondents agree not to commence a possessory judgment proceeding for eviction or ejectment or any other court action for rent arrears against any former Townhouse tenant that resides or comes to reside in premises owned by Respondents, unless that tenant has refused to enter into the payment agreement described above or, if they have entered into that payment agreement, fails to timely pay *at least* their prior "Resident Portion" of rent at relocation from Los Flamboyanes or 30% of net income if that was recalculated at the time the payment agreement was made. Except for as provided in the preceding sentence, commencement of any eviction, ejectment or rent arrears proceeding/action, will be stayed until tenant monthly RHP has re-commenced and tenant has been in default for 60 days or longer on a payment agreement. Rent arrears owed pursuant to these payment agreements will not be extinguished upon a move from a relocation unit at St. Simon or Phillips Village and may be subject to collection as a monetary judgment. However, these remaining arrears, if any, may not be used as a basis for a possessory non-payment of rent eviction proceeding or ejectment action from a newly constructed unit that a relocated tenant takes possession of after exercising their Right to Return. Failure to satisfy the terms of the payment agreement by falling behind or

defaulting shall not serve as a basis for precluding a relocated tenant's Right to Return to the completed Project.

24. Respondents shall provide any tenant relocated to one of their buildings, who is 30 days or more overdue in the payment of rent of one month's rent or more, an email with simultaneous email notice to the OAG and written notice by regular mail, that they are in rent arrears and that a payment agreement is being offered to them based on the terms above to allow tenants to cure rental arrears and avert eviction.

25. Respondents may seek to terminate a lease of any relocated tenant who moved into a building owned or managed by them only where good cause to evict exists supported by allegations of lease violations that rise to a serious or repeated violation of the terms and conditions of the lease. Nonpayment of rent will not constitute good cause for eviction under this AOD agreement. Respondents will provide simultaneous copies of all predicate notices and court filings alleging lease violations constituting substantial harm that has been served on a relocated tenant, to the OAG via email.

26. Respondents agree that where they learn that a relocated tenant living at a Respondent owned property or otherwise, has fallen behind on rent and/or utilities prior to the re-commencement of their monthly RHP, in addition to the provisions made in the above paragraphs, Respondents shall consult with the tenant and provide a written list of available resources to assist with rent and utility arrears grants to pay arrears. Respondents will provide simultaneous notice to the OAG of any relocated tenants that they so advise.

27. Respondents agree to pay an additional *one-time* moving-related cost reimbursement to tenants for their relocation from Los Flamboyanes Townhouses to Landsman-owned properties in the amount of \$150.00. Respondents further agree to pay an additional one-time moving-

related cost reimbursement to tenants for their relocation from Los Flamboyanes Townhouses to market rate units--who notably pay utility bills in addition to rent—in the amount of \$300.00.

*(Notice and checks corresponding to each type of relocated tenant shall be sent in the form provided at **Appendix 1** for market rate tenants and **Appendix 2** for tenants in Respondent owned properties.)*

28. Respondents will provide the OAG with copies of the fronts and backs of all checks paid to or on behalf of, former Townhouse tenants to cover the payment of a security deposit for their relocation apartments within 14 business days of the Effective Date of this Amended AOD. Respondents represent that none of these payments were improperly deducted from the lump sum RHP checks that tenants received at the exit from Townhouses, which were intended to cover increased monthly rent and utility costs only.

29. Respondents agree that during the period of relocation until such time as the newly constructed Townhouses are ready for re-occupancy, no rent increase will be sought from the relocated former Townhouse tenants who now lease Low Income Housing Tax Credit (LIHTC) apartments owned or managed by Respondents, at St. Simon’s Terrace in Rochester, NY or Phillips Village in Webster, NY. Respondents represent that the first rent increase at these relocation properties were set to take effect in January 2026 and that no relocation tenant has been charged a rent increase or will be charged a rent increase during the period of their temporary relocation from Los Flamboyanes and that the increase will be credited on their rent accounts as a “rent concession”. *(Notice to these relocated tenants will be included and sent the form provided at **Appendix 2**.)*

30. To minimize the potential for permanent displacement during the Project period before the Townhouses are ready for re-occupancy, Respondents agree to prioritize offering

vacancies at St. Simons and Phillips Village to the relocated tenants who are renting from landlords in market-rate housing, especially where utilities are not included in monthly rent costs. *(Notice of this opportunity shall be included in the same notice to relocated tenants about coverage of utility arrears at Appendix 1.)* After notice of this opportunity has been sent to tenants and within 10 days of a suitable vacancy (in accordance with the relocated tenant's household size), Respondents shall also begin affirmatively contacting relocated tenants via phone, email, text and regular mail to offer these households the opportunity to relocate to St. Simon or Phillips Village, within 59 days of the notice from Respondent. Should the relocated tenant be unable or unwilling to accept the first offer of a suitable vacancy at St. Simon or Phillips Village, they shall remain eligible for a priority offer of a subsequent vacancy.

31. Respondents shall continue to communicate quarterly (every three months) with all the former Townhouse tenants about the project's construction progress, as required by ¶29 of AOD No. 25-021. (See Exhibit A.) Project updates should also include any photos or other public renderings which visually demonstrate progress and/or completion or provide links to any online videos or other information that updates on Project completion. In addition to the quarterly written contact to all relocated tenants in the above paragraph, for relocated tenants not living in Respondent owned properties, an additional purpose of the contact shall be for the Respondents to inquire and ensure that tenants are up to date with their rent and utility bills and are not facing eviction or utility shutoff. Respondents shall make phone calls, once a quarter, to the relocated tenant households who are renting market rate apartments to affirmatively inquire about whether those tenants have any rent or utility arrears and shall take the steps outlined in ¶ 26 above, should they learn of tenants with arrearages.

32. Respondents will use the communications opportunities outlined above to regularly

update and obtain working contact information, including address, cell phone, email and emergency contact information for all former tenants who relocated from the Los Flamboyanes Townhouses. Should any outreach letter be returned to Landsman as undeliverable and/or an email address be determined to be inactive, Landsman will promptly notify the OAG by email. Additionally, Respondents will share this updated contact list with a summary of the results of the tenant inquiries on a quarterly basis with the OAG, by email.

33. Should any of the 25 relocated tenants chose not to relocate back to Los Flamboyanes, but remain in another of Respondents' owned/managed affordable housing properties, the tenants will first be counseled by Respondents about what their total rent obligation would be at Los Flamboyanes with a project-based Section 8 subsidy and what it would be if they were to permanently remain where they are currently residing *without* a project based Section 8 subsidy and *without* the RHP and rent increase concessions, described at ¶29 above, that will expire at the project's completion. Any rent increase concessions made for units at Respondent owned LIHTC properties, pursuant to this agreement, will expire the first of the month after the tenant relocates back to Los Flamboyanes' newly constructed Townhouses or relinquishes their Right to Return, recertifying for their unit at a LIHTC property owned or managed by Respondents.

34. Respondents agree that all relocated tenants who may have been in rent arrears, were sued for a possessory judgment for their eviction or ejection, had other court actions commenced against them for unpaid rent or were, in fact, evicted or ejected due to unpaid rent before Project completion for either non-payment of rent or for a no-fault eviction shall not be treated as in breach of lease or occupancy requirements for purposes of exercising their Right to Return to a newly constructed Townhome in the redeveloped Los Flamboyanes complex.

MISCELLANEOUS

Subsequent Proceedings:

35. Respondents expressly agree and acknowledge that the OAG 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 misrepresentation as described in paragraph 40 and can enforce the specific performance of the relief in this Assurance as the parties would enforce a contract in the case of a breach, based on the conduct described herein.

Respondents agree and acknowledge that in such event:

- any statute of limitations or other time-related defenses are tolled from and after the Effective Date of this Assurance and that the tolling of said statute of limitations or time-related defenses ends three years after the Effective Date of this Assurance or the Project's completion, whichever is longest.
- the OAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the Effective date of this Assurance;
- 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;

Nothing contained herein shall be construed to limit the remedies available to the OAG if

Respondents violate the Assurance after its Effective date. If a court of competent jurisdiction determines that the Respondent(s) has violated the Assurance, the Respondent(s) shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation, expenses and court costs.

Effects of Assurance

36. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents that Respondents own or over which they exercise dominion and control. 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 OAG, except the Respondents have the right to transfer the properties for sale to a bona fide purchaser and shall provide notice to the OAG thereof. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

37. This Assurance settles the OAG's claims against the Respondents as they relate to legal claims outlined herein through the date of Execution of this Assurance.

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

Communications:

39. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 26-009, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail to an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to Respondents, to:

Richard J. Shore
Partner
Nixon Peabody LLP
Tower 46, 55 West 46th Street
New York, NY 10036-4120

Kim Burkhart
Chief Operating Officer
Landsman Real Estate Services Inc. &
Landsman Development Corp.
3 Townline Circle
Rochester, NY 14623

If to the OAG, to:

Jane Landry-Reyes
Assistant Attorney General
Housing Protection Unit
NYS Office of the Attorney General
28 Liberty Street
New York, NY 10005
or in her absence, to the person holding the title of Unit Chief,
Housing Protection Unit.

And

Amaris Elliott-Engel
Assistance Attorney General
Rochester Regional Office
NYS Office of the Attorney General
144 Exchange Boulevard, Suite 200
Rochester, NY 14614

Representations and Warranties

40. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by counsel for Respondents and, documents and information submitted to the OAG by Respondents, all of which the OAG relied upon in entering this Assurance, and the OAG's own factual investigation as set forth in Findings, paragraphs #s

1-11 above. Respondents represent and warrant that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondents or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

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

42. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized.

General Principles:

43. Respondents' obligations under the terms of this Amended Assurance shall be in effect until all 25 relocated tenants have either taken possession of a newly constructed Townhouse unit at the Los Flamboyanes site or the Respondents have demonstrated to the satisfaction of the OAG that a particular tenant is ineligible to re-occupy a new unit and notice has been given to the tenant and the OAG simultaneously, or a relocated tenant has affirmatively declined their Right to Return to the project in writing or has failed to accept the Right of Return within 30 days of notice of same, on a HUD approved form for this purpose, with simultaneous copy to the OAG, except that the obligations may be extended upon proof in a court action or proceeding that Respondents have not complied with this Assurance, which non-compliance the OAG shall discuss and attempt to resolve with Respondents in good faith before bringing any such lawsuit. Respondents' general permanent injunction obligations under this Assurance are enduring.

Nothing in this Assurance shall relieve Respondents of other obligations imposed by any applicable local, state, or federal law or regulation or other applicable law.

44. Respondents agree not to take any action or to make or permit to be made any statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis. Nothing in this paragraph shall preclude Respondents from making necessary disclosures of the terms of this AOD to their lenders.

45. Nothing contained herein shall be construed to limit the remedies available to the OAG if Respondents violate the Assurance after its Effective Date.

46. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

47. If 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 OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

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

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

50. 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. This Assurance may be executed in counterparts, each of which shall be deemed to be original, but all of which, taken together, shall constitute one and the same agreement, notwithstanding that all parties are not signatories to the original or the same counterpart. For purposes of this

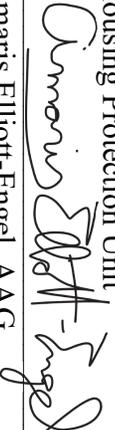
Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

Dated: February _27_, 2026

LETTITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10001



Jane Landry-Reyes, AAG
Housing Protection Unit
Amaris Elliott-Engel, AAG
Rochester Regional Office



By: *Kimberlie M. Burkhart*
Kimberlie M. Burkhart, Chief Operating Officer
Landsman Real Estate Services Inc.
&
Landsman Development Corp.

STATE OF NEW YORK)

ss.:

COUNTY OF MONROE)

On this _____ day of February 2026, personally known to me or proved to me based on satisfactory evidence to be the individual whose name is subscribed to the within instrument, appeared before the undersigned and acknowledged to me that they executed the within instrument by their signature on the instrument.

Sworn to before me this 27th day
of February 2026

Teresa Schrank
NOTARY PUBLIC

TERESA A SCHRANK
Notary Public - State of New York
NO. 015C6188680
Qualified in Monroe County
My Commission Expires Jun 9, 2028