SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND 505 CENTRAL AVENUE CORP. AND WEST-EX ASSOCIATES, INC.

This Settlement Agreement is made and entered into by and between the United States of America (the "United States" or the "Government") and 505 Central Avenue Corp. ("505 Central Ave.") and West-Ex Associates, Inc. ("West-Ex") (collectively, "Defendants") (together with the Government, the "Parties"), through their authorized representatives.

INTRODUCTION

WHEREAS, the United States filed suit to enforce provisions of the Fair Housing Act, 42 U.S.C. §§ 3601 *et seq.* (the "FHA"), alleging in the complaint in this action (the "Complaint"), filed on January 18, 2017, that Defendants have discriminated against Michael Forster ("Forster") and the Michael Forster Supplemental Needs Irrevocable Trust (the "Trust") (collectively, the "complainants") in violation of the FHA, and engaged in a pattern or practice of FHA violations that raises an issue of general public importance;

WHEREAS, Defendants have defended this action and denied the Government's allegations;

Defendants 505 Central Ave. and West-Ex

WHEREAS, 505 Central Ave. owns and operates a private, 155-unit housing cooperative located at 505 Central Avenue, White Plains, New York 10606, known as Thompkins Manor;

WHEREAS, West-Ex, located at 119 East Hartsdale Avenue, Hartsdale, New York 10530, acts as property manager of Thompkins Manor on 505 Central Ave.'s behalf, as well as on behalf of several other housing cooperatives located in Westchester and its environs;

WHEREAS, each of the units at Thompkins Manor is a dwelling as defined by the FHA, 42 U.S.C. § 3602(b);

WHEREAS, 505 Central Ave. maintains that it has a rule prohibiting ownership of any of its cooperative units by trust;

WHEREAS, 505 Central Ave. and West-Ex have maintained a policy of not providing reasonable accommodations to 505 Central Ave.'s rule prohibiting ownership by trust for applicants for housing with disabilities;

Complainants' Application for Occupancy and Reasonable Accommodation

WHEREAS, Forster is a 34-year-old individual with mental and physical disabilities which significantly limit his abilities to independently carry out life activities, and is a person with disabilities as defined by the FHA, 42 U.S.C. § 3602(h);

WHEREAS, the Trust was established by Forster's parents as a living-needs trust to provide financial support to Forster, who is the Trust's sole beneficiary;

WHEREAS, on or about August 20, 2013, the complainants submitted an application to West-Ex seeking occupancy approval from the 505 Central Ave. Board of Directors for a unit at Thompkins Manor that the Trust had entered into a cash contract to purchase;

WHEREAS, the complainants' application for occupancy was rejected on or about August 27, 2013 by West-Ex on the grounds of the asserted prohibition of ownership by trust;

WHEREAS, on or about January 14, 2014, Forster's father made an oral request for a reasonable accommodation for the complainants to West-Ex;

WHEREAS, on or about February 27, 2014, Forster renewed the request for reasonable accommodation by letter to West-Ex;

WHEREAS, on or about June 7, 2014, Forster's mother renewed the request for reasonable accommodation by letter;

WHEREAS, on or about July 9, 2014, Defendants denied the complainant's application for occupancy because Defendants stated that as a policy they do not provide reasonable accommodations to the prohibition on ownership by trusts;

Procedural History

WHEREAS, on June 3, 2015, the complainants filed a verified complaint with the U.S. Department of Housing and Urban Development ("HUD") alleging discrimination on the basis of disability;

WHEREAS, on April 26, 2016, HUD issued a Charge of Discrimination pursuant to 42 U.S.C. § 3610(g)(2)(A), charging 505 Central Ave. with engaging in discriminatory housing practices in violation of the FHA;

WHEREAS, 505 Central Ave. denied those charges and on May 10, 2016, timely elected to resolve the charges in a civil action in federal district court pursuant to 42 U.S.C. § 3612(a);

WHEREAS, on April 26, 2016, HUD issued a finding of no reasonable cause as to West-Ex;

WHEREAS, on June 1, 2016, complainants filed with HUD a Request for Reconsideration of the finding as to West-Ex ("Request for Reconsideration"), which remains pending before HUD;

WHEREAS, the United States filed the Complaint against 505 Central Ave. and West-Ex on January 18, 2017, including claims of FHA violations on behalf of the complainants and claims that Defendants engaged in a pattern or practice of FHA violations;

Consent of the Parties to Entry of this Settlement Agreement

WHEREAS, the United States and Defendants wish to resolve all of the Government's claims brought in this action by willingly entering into this court-enforceable agreement;

AND WHEREAS, the United States and Defendants agree that this Court has jurisdiction over the subject matter of the action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3612(o) and 3614(a).

The following Terms and Conditions are hereby STIPULATED and AGREED:

1. In consideration of, and consistent with, the terms of this Settlement Agreement, the United States agrees to stipulate with Defendants for dismissal of the lawsuit entitled *United States v. 505 Central Avenue Corp. and West-Ex Associates, Inc.*, No. 17 Civ. 731 (NSR) (the "Action"). The parties agree and acknowledge that this consideration is adequate and sufficient. The stipulation of dismissal shall not be presented to the Court for entry until such time that the actions and obligations described in paragraphs 20, 23, 24, and 25, below are completed.

I. NON-DISCRIMINATION

2. 505 Central Ave., West-Ex, and the officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with 505 Central Ave. and West-Ex, will not discriminate on the basis of disability as prohibited by the FHA. Specifically, 505 Central Ave. and West-Ex, and the officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with 505 Central Ave. and West-Ex, will not:

(a) discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability, in violation of 42 U.S.C. § 3604(f)(1)(A);

(b) discriminate in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);

(c) fail or refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with

disabilities equal opportunity to use and enjoy a dwelling, as required by 42 U.S.C. § 3604(f)(3)(B);

(d) coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of any person having exercised or enjoyed, or on account of any person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Section 3604 of the FHA, in violation of 42 U.S.C. § 3617.

II. ADOPTION OF REASONABLE ACCOMMODATION POLICIES

3. As soon as reasonably possible, but no later than fifteen (15) days after execution of this Settlement Agreement, 505 Central Ave. and West-Ex shall each adopt and implement the reasonable accommodation policy and guidelines for receiving and handling requests for reasonable accommodations made by individuals with disabilities, entitled "505 Central Avenue Corp. Reasonable Accommodation Policy," attached hereto in **Appendix A**, and "West-Ex Associates, Inc., Reasonable Accommodation Policy," attached hereto in **Appendix B**. Nothing in this Settlement Agreement or in either Reasonable Accommodation Policy precludes Defendants from adopting policies and guidelines to the extent that they do not conflict with the provisions of the Fair Housing Act.

4. 505 Central Ave. and West-Ex shall include a copy of the "Application for Reasonable Accommodation," attached to Appendix A and Appendix B, to all applications for purchasing, leasing, or taking occupancy of any apartments, cooperative units, and any other types of housing that are owned, managed, or otherwise offered for sale, lease, or occupany by 505 Central Ave. and West-Ex.

5. 505 Central Ave. and West-Ex shall provide notice and documentation to the United States within fifteen (15) days of adoption and implementation of their respective Reasonable Accommodation Policies.

6. No later than thirty (30) days after execution of this Settlement Agreement, 505 Central Ave. and West-Ex shall each provide a copy of its respective Reasonable Accommodation Policy to all of its agents and employees involved in selling, leasing, taking applications of occupancy for, or otherwise managing apartments, cooperative units, and any other types of housing or involved in enforcing any of its rules or regulations relating to reasonable accommodations. 505 Central Ave. and West-Ex shall secure the signed statement from each such agent or employee acknowledging that he or she has received the applicable Reasonable Accommodation Policy, and has had an opportunity to read it (including all appendices thereto) and to have questions about the documents answered. This statement shall be substantially similar to the form of **Appendix C** or **Appendix D**, as applicable. 505 Central Ave. and West-Ex will similarly provide any new agent or employee involved in selling, leasing, taking applications of occupancy for, or otherwise managing apartments, cooperative units, and any other types of housing, or involved in enforcing any related rules or regulations, no later than thirty (30) days after the date he or she commences such agency or employment relationship with 505 Central Ave. and/or West-Ex, a copy of the applicable Reasonable Accommodation Policy, and 505 Central Ave. and West-Ex shall require each such new agent or employee to sign a statement acknowledging that he or she has received the applicable Reasonable Accommodation Policy, and has had an opportunity to read it and to have questions about the documents answered.

7. 505 Central Ave. and West-Ex shall each post its respective Reasonable Accommodation Policy on its website, to the extent that each entity operates a website, in a conspicuous location and accessible format.

III. FAIR HOUSING TRAINING

8. 505 Central Ave. and West-Ex shall each provide annual training regarding the FHA and its respective Reasonable Accommodation Policy, as well as information about state and local fair housing laws: to all current or future agents or employees who receive, process, review, make determinations, or are involved in enforcing any of 505 Central Ave.'s and West-Ex's rules or regulations with regard to any reasonable accommodation request, including attorneys; and, in the case of 505 Central Ave., to members of the 505 Central Ave. Board.

9. Each training shall last at least three (3) hours and be conducted at an accessible location in Westchester County, New York, to be designated by 505 Central Ave. and West-Ex. The first annual training shall occur within one hundred and twenty (120) days after execution of this Settlement Agreement.

10. 505 Central Ave. and West-Ex agree to make commercially reasonable efforts to ensure that each of its employees, agents, and members described in Paragraph 6 attends the training sessions; provided, however, that the failure of one or more such individuals to attend the sessions due to illness, business travel, or other unforeseen or unavoidable scheduling conflicts shall not constitute a breach of this Settlement Agreement.

11. 505 Central Ave. and West-Ex shall pay the reasonable costs associated with the trainings, including the location, materials distributed at the trainings, and reasonable fees and travel costs for the trainer.

12. 505 Central Ave. and West-Ex shall obtain approval of the trainer prior to the trainings from the United States Attorney's Office for the Southern District of New York, by submitting, within 45 days before the training, the proposed trainer's resume as well as training agenda and materials to be used at the training. Prior approval of the trainer shall not be required if 505 Central Ave. and West-Ex elect to utilize Westchester Residential Opportunities, a HUD certified housing counseling agency, to provide the trainings.

13. Within ten (10) days of conducting the first annual training, 505 Central Ave. and West-Ex shall each provide a copy of the training materials, attendance records, and signed Acknowledgments of Receipt of its respective Reasonable Accommodation Policy to the Government. 505 Central Ave. and West-Ex each agrees to make future training materials, attendance records, and signed acknowledgements of receipt, available to the Government upon reasonable request.

IV. RECORDKEEPING

14. For three (3) years after this Settlement Agreement is executed, 505 Central Ave. and West-Ex shall each provide the United States with a copy of any written administrative or judicial fair housing complaint against 505 Central Ave., West-Ex, or any officers, employees, agents, successors, or assigns of 505 Central Ave. and West-Ex, alleging unlawful disability discrimination under the FHA ("FHA Complaint"), and shall do so within twenty (20) days after receipt of any FHA Complaint. Upon reasonable notice, 505 Central Ave. and West-Ex shall each also provide the United States all non-confidential information the United States may request concerning any FHA Complaint. Within twenty (20) days after the resolution of any FHA Complaint, 505 Central Ave. and West-Ex shall provide the United States a copy of any document reflecting such resolution.

15. For three (3) years after this Settlement Agreement is executed, 505 Central Ave. and West-Ex shall each maintain copies of any documents related to any request for reasonable accommodation, including, but not limited to, the completed application form attached to Appendix A and Appendix B received from any housing applicants, supporting documentation received, and any written decisions on requests for reasonable accommodation. Upon reasonable notice, 505 Central Ave. and West-Ex shall each also provide the United States the described copies of documents, after redaction of confidential information.

V. OTHER TERMS WITH RESPECT TO DEFENDANTS

16. 505 Central Ave. shall not utilize any property management company or other agent retained for similar purposes that refuses to acknowledge the 505 Central Ave. Reasonable Accommodation Policy, or that refuses to comply with and enforce the terms of the 505 Central Ave. Reasonable Accommodation Policy.

17. 505 Central Ave. shall utilize only property management companies or other agents retained for similar purposes that have adopted their own reasonable accommodation policy or adopts a policy substantially similar to the 505 Central Ave. Reasonable Accommodation Policy.

18. West-Ex shall not take any action, or fail to take an action, while acting as property management company for 505 Central Ave., or for any other cooperative, condominimum board, or other such principal property owner, that is inconsistent with the West-Ex Reasonable Accommodation Policy.

19. All notifications or submissions from Defendants to the United States pursuant to this Settlement Agreement shall be sent to:

United States Attorney's Office
Southern District of New York
Attention: Chief, Civil Rights Unit
86 Chambers Street, 3rd Floor
New York, New York 10007

VI. CIVIL PENALTY

20. Within thirty (30) days after the date of the execution of this Settlement Agreement, the Defendants shall pay a civil penalty of FIVE THOUSAND DOLLARS ($5,000) pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. Said sums shall be paid by submitting a check made payable to the "United States of America Department of the Treasury" to the United States.

VII. TERMS WITH RESPECT TO COMPLAINANTS

21. Should Forster, at any time during his natural life, make an application for occupancy for one of 505 Central Ave.'s cooperative units, 505 Central Ave. and West-Ex shall consider his application, or one filed on his behalf by the Trust or any other representative individual or entity, consistent with the 505 Central Ave. Reasonable Accommodation Policy. If West-Ex, is not the managing agent for 505 Central Ave. at the time of Forster's application for occupancy, then 505 Central Ave. shall instruct its agent to comply with the terms of this Section.

22. Defendants agree that they will not retaliate against or interfere with Forster's exercise or enjoyment of, or on account of his having exercised or enjoyed, rights guaranteed by the federal Fair Housing Act and state and local fair housing laws, including taking any action that would retaliate against Forster as a result of Forster, the Trust, and any others acting on the

behalf of Forster and the Trust, having filed administrative complaints and the present litigation against Defendants.

23. Within fifteen (15) days of execution of this Settlement Agreement, the complainants shall write to HUD to withdraw their Request for Reconsideration of HUD's administrative findings as to West-Ex.

24. Within thirty (30) days of execution of this Settlement Agreement, Defendants shall pay to the complainants the sum of One Hundred and Twenty Thousand Dollars ($120,000), which shall be inclusive of any and all claims for damages and attorney's fees by the complainants arising out of this action, the administrative case before HUD preceding it, and the ongoing Request for Reconsideration. Said sums shall be paid by submitting a check made payable to "Emery Celli Brinckerhoff and Abady LLP, attorneys for Michael Forster and the Forster Supplemental Needs Trust" to the following address:

ECBA - Attn: Office Manager
600 Fifth Avenue, 10th Floor
New York, NY 10020

25. In order for this Settlement Agreement to come into effect with respect to Forster and the Trust, Forster and the Trust shall execute a release of claims within ten (10) days of execution of this Settlement Agreement against Defendants in the form attached hereto as **Appendix E** and **Appendix F**. In addition, and as a term of this Settlement Agreement, 505 Central Ave. and West-Ex shall execute a release of claims within ten (10) days of execution of this Settlement Agreement against the complainants in the form attached hereto as **Appendix G** and **Appendix H**.

VIII. IMPLEMENTATION AND ENFORCEMENT

26. The United States may review compliance with this Agreement at any time.

Defendants agree to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, Defendants shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

27. Should Defendants fail to timely make any required settlement payment described herein or materially breach any other provision of this Settlement Agreement, the Parties agree that upon any such claim of breach as made by the Government, the Government may move to restore the present Action to the active docket of the Honorable Nelson S. Román, United States District Court for the Southern District of New York, for purposes of resolution of any such claim of breach. In the event of such a claim of breach as made by the Government, Defendants consent to and agree not to contest the Government's motion to restore the present Action to the Court's active docket, and consent to and agree not to contest the exercise of jurisdiction over Defendants by this Court.

Before taking the steps outlined in Paragraph 27, the Government shall first provide Defendants notice of any breach in writing and shall afford them 30 days from the date of mailing to cure the default. Notice of default shall be mailed to Defendants, care of their attorneys, to:

George Dieter, Esq.
Law Offices of Lori Fishman
120 White Plains Road, Suite 220
Tarrytown, New York 10591
Tel. No. (914) 524-5738
Fax No. (866) 920-1012
George.Dieter@cna.com

28. In the event the United States reinstates the Action as contemplated by Paragraph 27, above, or any other civil action is commenced to remedy breach of this Settlement Agreement, the United States may seek the following: 1) an order mandating specific

performance of any term or provision in this Settlement Agreement, without regard to whether monetary relief would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Settlement Agreement; and 3) any additional relief that may be authorized by law or equity. If the Action is reinstated or any other such civil action is filed, Defendants expressly agree not to count the time during which this Settlement Agreement is in place, or use the terms or existence of this Settlement Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

29. Failure by the United States to enforce any provision of this Settlement Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Settlement Agreement.

IX. DURATION, EXECUTION, AND OTHER TERMS

30. This Settlement Agreement is effective on the date of the signature of the last signatory to the Settlement Agreement. The Settlement Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

31. This Settlement Agreement shall remain in effect for three (3) years following its execution. By entering into this Settlement Agreement, the parties agree that in the event that a Defendant engages in any conduct occurring after execution of this Settlement Agreement that leads to a determination of a violation of the FHA, such conduct shall constitute a "subsequent violation" by such Defendant pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

32. Except as stated in Paragraph 29 above, each party shall bear its own legal or

other costs incurred in connection with this matter, including the preparation, negotiation and performance of this Settlement Agreement.

33. This Settlement Agreement constitutes the complete agreement among the parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

34. Each Party and signatory to this Settlement Agreement represents that it freely and voluntarily enters into this Settlement Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

35. The undersigned represent and warrant that they are fully authorized to execute this Settlement Agreement on behalf of the persons and entities indicated below.

36. This Settlement Agreement is binding on the Parties and their transferees, successors, heirs and assigns.

37. This Settlement Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Settlement Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

38. Except where this Settlement Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another party, the performance of one party's duties or obligations under this Settlement Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another party.

39. This Settlement Agreement is a public document. The parties agree and consent to the United States' disclosure of this Settlement Agreement and information concerning this Settlement Agreement to the public.

40. Should any provision of this Settlement Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Settlement Agreement.

41. This Settlement Agreement may be modified only with the written consent of the parties. Any modification must be in writing and signed by the parties through their authorized representatives.

For the United States of America:

JOON H. KIM
Acting United States Attorney

Dated: New York, New York
June 21, 2017

By:

STEPHEN CHA-KIM
Assistant United States Attorney
86 Chambers Street, 3rd Floor
New York, New York 10007
Tel. No. (212) 637-2768
Fax No. (212) 637-2702
stephen.cha-kim@usdoj.gov

For 505 Central Avenue Corp. and West-Ex Associates, Inc.:

LAW OFFICES OF LORI FISHMAN

Dated: Tarrytown, New York
June 28, 2017

By: _____

GEORGE DIETER, ESQ.
120 White Plains Road, Suite 220
Tarrytown, New York 10591
Tel. No. (914) 524-5738
Fax No. (866) 920-1012
George.Dieter@cna.com

APPENDIX A – 505 CENTRAL AVENUE CORP. REASONABLE ACCOMMODATION POLICY

505 CENTRAL AVENUE CORP. GUIDELINES REGARDING REASONABLE ACCOMMODATIONS

A. 505 Central Avenue Corp. will grant reasonable accommodation requests consistent with the enclosed policy and the following relevant statutes:

1. The Fair Housing Act defines a person with a "handicap" as one who: (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802)).

2. The New York State Executive Law defines a disability as (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or (b) a record of such an impairment; or (c) a condition regarded by others as such an impairment.

3. The Westchester County Human Rights Law defines a disability as (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of an unimpaired bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or (b) a record of such an impairment; or (c) a condition regarded by others as such an impairment.

B. 505 Central Avenue Corp. will review and respond with reasonable promptness to all reasonable accommodation requests.

C. All information received by 505 Central Avenue Corp. regarding an individual's stated disability, including physical, mental, psychological, and/or psychiatric conditions, and disability-related need for a requested accommodation shall be kept confidential unless the individual authorizes the release of the information or 505 Central Avenue Corp. is required to produce the information in response to a subpoena or court order.

D. If the individual has a disability and a disability-related need for a reasonable accommodation under federal, state, or local law, 505 Central Avenue Corp. will grant such accommodation, including a request to allow apartment ownership by trust, as required by law and 505 Central Avenue Corp.'s Reasonable Accommodation Policy. 505 Central Avenue Corp. will not retaliate against any person because that individual has requested or received a reasonable accommodation. 505 Central Avenue Corp. will not discourage any individual from making a reasonable accommodation request, including a request to allow apartment ownership by trust, where necessary due to disability.

E. 505 Central Avenue Corp. will not utilize any property management company or other agent that does not have in place a reasonable accommodation policy substantially similar to 505 Central Avenue Corp.'s Reasonable Accommodation Policy.

505 CENTRAL AVENUE CORP. REASONABLE ACCOMMODATION POLICY

505 Central Avenue Corp. is committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy their dwellings, as required by federal, state, and local law. A reasonable accommodation or modification may include a change or exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area. It is 505 Central Avenue Corp.'s general policy to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. 505 Central Avenue Corp. may deny the requested accommodation if providing it would impose an undue financial and administrative burden on 505 Central Avenue Corp. or fundamentally alter the nature of 505 Central Avenue Corp.'s operations. If granting a reasonable accommodation would impose an undue financial and administrative burden or would fundamentally alter the nature of 505 Central Avenue Corp.'s operations, 505 Central Avenue Corp. will consult with you and provide any accommodation that would not impose such a burden or result in a fundamental alteration.

505 Central Avenue Corp. accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available in _____, and may be returned to that office when complete. If you require assistance in completing the form, please contact _____ at _____. If you wish to make the request orally, please contact _____. 505 Central Avenue Corp. will keep a record of all requests.

We will make a reasonably prompt decision on your request. If the request is of a time-sensitive nature, please let us know and we will expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is 505 Central Avenue Corp.'s policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state, or local law. The information we may seek is set forth in the forms attached to this policy. We will not ask about the nature or extent of your disabilities. If we grant the request, you will receive a letter so indicating.

If we deny the request, we will provide you with a letter stating the reasons for our denial. If we believe that the requested accommodation poses an undue financial and administrative burden or a fundamental alteration to the nature of 505 Central Avenue Corp.'s operations, we will schedule a meeting at a mutually convenient time to discuss possible alternative accommodations. If agreement on an alternative accommodation is not reached, we will send you a letter providing 505 Central Avenue Corp.'s decision on your requested accommodation and a detailed explanation of 505 Central Avenue Corp.'s reasons for a denial or decision to grant an alternative accommodation.

If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by writing or calling any of the following:

U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity 26 Federal Plaza, Room 3532 New York, NY 10278-0068 (800) 496-4294 http://hud.gov/complaints/	New York State Division of Human Rights 55 Hanson Place, Room 1084 Brooklyn, NY 11217 Tel No. (718) 722-2385 TDD: (718) 741-8300 http://www.dhr.state.ny.us/	Westchester County Human Rights Commission 112 East Post Road, Third Fl. White Plains, NY 10601 (914) 995-7710 http://humanrights.westchestergov.com/file-a-complaint

FORM A: APPLICATION FOR REASONABLE ACCOMMODATION

PLEASE COMPLETE THIS FORM TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT _____ AT _____. 505 CENTRAL AVENUE CORP. WILL KEEP A RECORD OF ALL REQUESTS.

APPLICANT NAME: _____

ADDRESS: _____

TELEPHONE #: _____

PERSON REQUESTING ACCOMMODATION: _____
(IF DIFFERENT FROM APPLICANT)

RELATIONSHIP TO APPLICANT: _____

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1. Please describe the reasonable accommodation you are requesting:

2. Please explain the disability-related reason why this reasonable accommodation is needed. You need not provide detailed information about the nature or severity of the disability.

3. If you are requesting to have a trust (e.g. supplemental or special needs trust) purchase an apartment in which a person with a disability intends to reside, please submit a copy of the trust agreement.

4. If you are requesting a physical change to the interior of your unit, please describe the modifications. Please also submit a written request as provided for in the proprietary lease and house rules, and comply with any local, State, and Federal laws pertaining to same (e.g., securing the necessary Department of Building permits, maintaining necessary insurance, etc.).

5. If you are requesting a physical change to the exterior of your unit or to a public or common use area, please describe the modification. Please also submit a written request as provided for in the proprietary lease and house rules, and comply with any local, State, and Federal laws pertaining to same (e.g., securing the necessary Department of Building permits, maintaining necessary insurance, etc.).

6. If you are requesting a different accommodation, please describe it here:

_____ _____

Date Signature

APPENDIX B – WEST-EX ASSOCIATES, INC. REASONABLE ACCOMMODATION POLICY

WEST-EX ASSOCIATES, INC. GUIDELINES REGARDING REASONABLE ACCOMMODATIONS

A. West-Ex Associates, Inc., in conjunction with the property owner, condominium, cooperative, or other principal on behalf of which West-Ex Associates, Inc., is employed as property manager, will consider and grant reasonable accommodation requests consistent with its role as property manager and consistent with the enclosed policy and the following relevant statutes:

1. The Fair Housing Act defines a person with a "handicap" as one who: (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802)).

2. The New York State Executive Law defines a disability as (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or (b) a record of such an impairment; or (c) a condition regarded by others as such an impairment.

3. The Westchester County Human Rights Law defines a disability as (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of an unimpaired bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or (b) a record of such an impairment; or (c) a condition regarded by others as such an impairment.

B. West-Ex Associates, Inc., in conjunction with the property owner, condominium, cooperative, or other principal on behalf of which West-Ex Associates, Inc., is employed as property manager, will review and respond with reasonable promptness to all reasonable accommodation requests.

C. All information received by West-Ex Associates, Inc. regarding an individual's stated disability, including physical, mental, psychological, and/or psychiatric conditions, and disability-related need for a requested accommodation shall be kept confidential unless the individual authorizes the release of the information or West-Ex Associates, Inc. is required to produce the information in response to a subpoena or court order.

D. If the individual has a disability and a disability-related need for a reasonable accommodation under federal, state, or local law, West-Ex Associates, Inc., in conjunction with the property owner, condominium, cooperative, or other principal on behalf of which West-Ex Associates, Inc., is employed as property manager, will consider and grant such accommodation, including a request to allow apartment

ownership by trust, consistent with its role as property manager and as required by law and West-Ex Associates, Inc.'s Reasonable Accommodation Policy. West-Ex Associates, Inc. will not retaliate against any person because that individual has requested or received a reasonable accommodation. West-Ex Associates, Inc. will not discourage any individual from making a reasonable accommodation request, including a request to allow apartment ownership by trust, where necessary due to disability.

E. West-Ex Associates, Inc. will not act (or fail to take action) in contravention of its Reasonable Accommodation Policy at the direction of any property owner or other principal on whose behalf West-Ex Associates, Inc., serves as management company or otherwise serves as an agent.

WEST-EX ASSOCIATES, INC. REASONABLE ACCOMMODATION POLICY

West-Ex Associates, Inc. is committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy their dwellings, as required by federal, state, and local law. A reasonable accommodation or modification may include a change or exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area. It is West-Ex Associates, Inc.'s general policy to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. West-Ex Associates, Inc. may deny the requested accommodation if providing it would impose an undue financial and administrative burden on West-Ex Associates, Inc. or fundamentally alter the nature of West-Ex Associates, Inc.'s operations. If granting a reasonable accommodation would impose an undue financial and administrative burden or would fundamentally alter the nature of West-Ex Associates, Inc.'s operations, West-Ex Associates, Inc. will consult with you and provide any accommodation that would not impose such a burden or result in a fundamental alteration.

West-Ex Associates, Inc. accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available in _____, and may be returned to that office when complete. If you require assistance in completing the form, please contact _____ at _____. If you wish to make the request orally, please contact _____. West-Ex Associates, Inc. will keep a record of all requests.

We will make a reasonably prompt decision on your request. If the request is of a time-sensitive nature, please let us know and we will expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is West-Ex Associates, Inc..s policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state, or local law. The information we may seek is set forth in the forms attached to this policy. We will not ask about the nature or extent of your disabilities. If we grant the request, you will receive a letter so indicating.

If we deny the request, we will provide you with a letter stating the reasons for our denial. If we believe that the requested accommodation poses an undue financial and administrative burden or a fundamental alteration to the nature of West-Ex Associates, Inc.'s operations, we will schedule a meeting at a mutually convenient time to discuss possible alternative accommodations. If agreement on an alternative accommodation is not reached, we will send you a letter providing West-Ex Associates, Inc.'s decision on your requested accommodation and a detailed explanation of West-Ex Associates, Inc.'s reasons for a denial or decision to grant an alternative accommodation.

If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by writing or calling any of the following:

U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity 26 Federal Plaza, Room 3532 New York, NY 10278-0068 (800) 496-4294 http://hud.gov/complaints/	New York State Division of Human Rights 55 Hanson Place, Room 1084 Brooklyn, NY 11217 Tel No. (718) 722-2385 TDD: (718) 741-8300 http://www.dhr.state.ny.us/	Westchester County Human Rights Commission 112 East Post Road, Third Fl. White Plains, NY 10601 (914) 995-7710 http://humanrights.westchestergov.com/file-a- complaint

FORM A: APPLICATION FOR REASONABLE ACCOMMODATION

PLEASE COMPLETE THIS FORM TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT _____ AT _____. WEST-EX ASSOCIATES, INC., WILL KEEP A RECORD OF ALL REQUESTS.

APPLICANT NAME: _____

ADDRESS:_____

TELEPHONE #: _____

PERSON REQUESTING ACCOMMODATION: _____
(IF DIFFERENT FROM APPLICANT)

RELATIONSHIP TO APPLICANT: _____

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1. Please describe the reasonable accommodation you are requesting:

2. Please explain the disability-related reason why this reasonable accommodation is needed. You need not provide detailed information about the nature or severity of the disability.

3. If you are requesting to have a trust (e.g. supplemental or special needs trust) purchase an apartment in which a person with a disability intends to reside, please submit a copy of the trust agreement.

4. If you are requesting a physical change to the interior of your unit, please describe the modifications. Please also submit a written request as provided for in the proprietary lease and house rules, and comply with any local, State, and Federal laws pertaining to same (e.g., securing the necessary Department of Building permits, maintaining necessary insurance, etc.).

5. If you are requesting a physical change to the exterior of your unit or to a public or common use area, please describe the modification. Please also submit a written request as provided for in the proprietary lease and house rules, and comply with any local, State, and Federal laws pertaining to same (e.g., securing the necessary Department of Building permits, maintaining necessary insurance, etc.).

6. If you are requesting a different accommodation, please describe it here:

_____ _____

Date Signature

APPENDIX C

ACKNOWLEDGMENT OF RECEIPT OF 505 CENTRAL AVENUE CORP. REASONABLE ACCOMMODATION POLICY

I _____, am an employee of _____ and my duties include _____. I have received and read a copy of the 505 Central Ave. Corp. Reasonable Accommodation Policy ("Reasonable Accommodation Policy") and have been given instruction on (1) the terms of the Reasonable Accommodation Policy, (2) the Fair Housing Act, particularly related to the Act's reasonable accommodation requirements, and (3) my responsibilities and obligations under the Reasonable Accommodation Policy and the Fair Housing Act. I have had all of my questions concerning the Reasonable Accommodation Policy answered to my satisfaction.

_____, 20___

_____

Employee Signature

APPENDIX D

ACKNOWLEDGMENT OF RECEIPT OF WEST-EX ASSOCIATES, INC., REASONABLE ACCOMMODATION POLICY

I _____, am an employee of _____ and my duties include _____. I have received and read a copy of the West-Ex Associates, Inc., Reasonable Accommodation Policy ("Reasonable Accommodation Policy") and have been given instruction on (1) the terms of the Reasonable Accommodation Policy, (2) the Fair Housing Act, particularly related to the Act's reasonable accommodation requirements, and (3) my responsibilities and obligations under the Reasonable Accommodation Policy and the Fair Housing Act. I have had all of my questions concerning the Reasonable Accommodation Policy answered to my satisfaction.

_____, 20___

_____

Employee Signature

APPENDIX E

In exchange for the relief the United States of America has obtained in its claim on my behalf in the lawsuit captioned *United States v. 505 Central Avenue Corp. and West-Ex Associates, Inc.*, No. 17 Civ. 731 (NSR) (S.D.N.Y.) (the "Action"), I, Michael Forster, hereby release 505 Central Avenue Corp. ("505 Central Ave.") and West-Ex Associates, Inc. ("West-Ex") from all claims arising on or before the date of my signature below under federal, state, and local civil rights law, including but not limited to the Fair Housing Act, in any way relating to 505 Central Ave.'s and/or West-Ex's alleged failure to provide me with a reasonable accommodation for my disability in relation to my 2013 application for occupancy with 505 Central Ave., as set forth in the complaint in the Action.

_____ _____

Date Michael Forster

_____

Attorney for Michael Forster

APPENDIX F

In exchange for the relief the United States of America has obtained in its claim on the behalf of the undersigned in the lawsuit captioned *United States v. 505 Central Avenue Corp. and West-Ex Associates, Inc.*, No. 17 Civ. 731 (NSR) (S.D.N.Y.) (the "Action"), the Michael Forster Supplemental Needs Irrevocable Trust hereby releases 505 Central Avenue Corp. ("505 Central Ave.") and West-Ex Associates, Inc. ("West-Ex") from all claims arising on or before the date of the signature below under federal, state, and local civil rights law, including but not limited to the Fair Housing Act, in any way relating to 505 Central Ave.'s and/or West-Ex's alleged failure to provide a reasonable accommodation for Michael Forster's disability in relation to his 2013 application for occupancy with 505 Central Ave., as set forth in the complaint in the Action.

_____
Date

_____
Trustee
Michael Forster Supplemental Needs
Irrevocable Trust

_____
Attorney for Michael Forster
Supplemental Needs Trust

APPENDIX G

In exchange for the relief obtained in its claim in the lawsuit captioned *United States v. 505 Central Avenue Corp. and West-Ex Associates, Inc.*, No. 17 Civ. 731 (NSR) (S.D.N.Y.) (the "Action"), including the releases executed by Michael Forster and the Michael Forster Supplemental Needs Irrevocable Trust, West-Ex Associates, Inc. ("West-Ex") hereby releases Michael Forster and the Michael Forster Supplemental Needs Trust from all claims arising on or before the date of the signature below under federal, state, and local civil rights law, in any way relating to 505 Central Avenue Corp.'s and/or West-Ex's alleged failure to provide a reasonable accommodation for Michael Forster's disability in relation to his 2013 application for occupancy with 505 Central Avenue Corp., as set forth in the complaint in the Action.

_____ _____

Date West-Ex Associates, Inc.

_____

Attorney for West-Ex Associates, Inc.

APPENDIX H

In exchange for the relief obtained in its claim in the lawsuit captioned *United States v. 505 Central Avenue Corp. and West-Ex Associates, Inc.*, No. 17 Civ. 731 (NSR) (S.D.N.Y.) (the "Action"), including the releases executed by Michael Forster and the Michael Forster Supplemental Needs Irrevocable Trust, 505 Central Avenue Corp. hereby releases Michael Forster and the Michael Forster Supplemental Needs Trust from all claims arising on or before the date of the signature below under federal, state, and local civil rights law, in any way relating to 505 Central Avenue Corp.'s and/or West-Ex Associates, Inc.'s alleged failure to provide a reasonable accommodation for Michael Forster's disability in relation to his 2013 application for occupancy with 505 Central Ave., as set forth in the complaint in the Action.

_____
Date

_____
505 Central Avenue Corporation

_____
Attorney for 505 Central Avenue Corp.