

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated April 26, 2017 and made effective April 26, 2017, is made and entered into May 1, 2019 (the "Second Amendment"), between 22nd Century Technologies, Inc., having an office located at 220 Davidson Avenue, Suite 118, Somerset NJ, 08873 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was a successful bidder pursuant to a request for proposals issued by HTFC on August 23, 2016 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on April 26, 2017, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, HTFC/GOSR and Contractor entered into a First Amendment to the Agreement on April 9, 2018 which amended the Exhibit A, Exhibit B, and extend the Term; and

WHEREAS, HTFC/GOSR wishes to obtain continued services from Contractor that are within the scope of services sought under the RFP and provided by Contractor under the Agreement; and

WHEREAS, HTFC/GOSR and Contractor desire to enter into this Second Amendment in order to extend the Term and revise the terms of Exhibit B, as attached hereto;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The first sentence of Section 4 of the Agreement, entitled "Period of Agreement," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on April 30, 2020".
2. Exhibit A to the Agreement is hereby replaced by Exhibit A1, as appended hereto.
3. Effective January 1, 2019, the rate table contained in the Section titled "Health Insurance" contained in the Exhibit B Fee Schedule is hereby replaced with the following:

2019	<=\$41,756		>\$41,756	
	individual	Family	individual	Family
Bi-Weekly Employee Costs				
Bi-Weekly Cost of ACA Chargeable to GOSR				

4. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

22nd Century Technologies, Inc.

By: _____

Name: Kulpreet Singh
 Title: Director - Sales
 Date: 05/17/2019

Housing Trust Fund Corporation

By: _____

Name: Emily Thompson
 Title: Acting General Counsel, Governor's
 Office of Storm Recovery
 Date: 4/18/19