

THIRD AMENDMENT
TO
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated November 4, 2014, is made and entered into November 21, 2018 and made effective as of September 3, 2014 (the "Third Amendment") between PARAMOUNT REALTY USA LLC, having an office located at 175 Great Neck Road, Suite 402, Great Neck, New York 11021 ("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 May 19, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on November 4, 2014 and made effective September 3, 2014, 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 and Contractor's Total Fee in the Contract for Services dated November 4, 2014 totaled \$300,000.00 in addition to the commission rates set forth in Exhibit B attached thereto; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on October 22, 2015, which increased the total compensation for services to an amount of \$344,750.00 in addition to the commission rates set forth in Exhibit B; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on September 28, 2017 which extended the Term to November 30, 2018; and

WHEREAS, GOSR seeks additional services within the scope of the original Agreement; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment in order to extend the Term to February 28, 2019 to allow Contractor to perform additional services;

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 by the following: "This Agreement shall commence as of the Effective Date and shall terminate on February 28, 2019".
2. 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 Third Amendment on the day and year first above written.

Paramount Realty USA LLC

By: 

Name: Misha Haghani, Authorized Signatory

Title: Managing Principal

Date: 11/8/18

Housing Trust Fund Corporation

By: 

Name: ~~Daniel Greene~~ Emily Thompson

Title: ^{Acting} General Counsel,

Governor's Office of Storm

Recovery

Date: 11-21-18