

THIRD AMENDMENT  
TO  
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated November 4, 2014, is made and entered into October 27, 2016 (the "Third Amendment") between AKRF, Inc. with offices located at [REDACTED] ("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 qualifications issued by HTFC on May 12, 2014 (the "RFQ"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on November 4, 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 \$800,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on March 31, 2015 which increased the Total Fee to \$3,000,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on March 31, 2015 which extended the Period of Performance to November 3, 2016; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

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

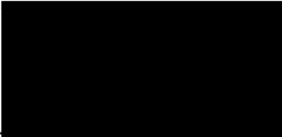
NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

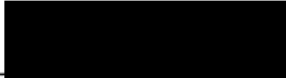
1. The first sentence of Section 4 of the Agreement, entitled "Period of Performance," is hereby deleted and replaced with the following: "This Agreement shall commence as of the Effective Date and shall terminate on November 3, 2017."
2. All other terms and conditions, including appendices, attachments, 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.

AKRF

By:   
Name: GEORGE K. PONEBIS  
Title: SR. VICE PRESIDENT  
Date: 10/28/16

Housing Trust Fund Corporation

By:   
Name: Daniel Greene  
Title: General Counsel, Governor's Office  
of Storm Recovery  
Date: 11/4/16