

THIRD AMENDMENT
TO
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated May 27, 2015, is made and entered into September 12, 2016 (the "Third Amendment"), between PRICEWATERHOUSE COOPERS LLP, having an office located at 300 Madison Avenue, New York, NY ("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 April 11, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on May 27, 2015, and made effective January 1, 2015, 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 May 27, 2015 totaled \$3,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on July 20, 2015 which increased the Total Fee to \$5,750,000.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on January 13, 2016 which increased the Total Fee to \$8,228,522.00 and extended the Term to 1/1/17; and

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

WHEREAS, GOSR seeks such additional services in the amount of \$2,100,000.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount not to exceed \$10,328,522.00; and

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

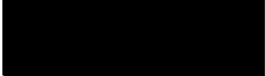
NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

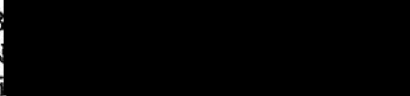


1. The second sentence of Section 2(a) is hereby deleted and replaced with the following:
"Contractor agrees that in no event will HTFC pay the Contractor more than \$10,328,522.00 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. The second sentence of Exhibit B to the Agreement, which sets forth the "Fee Schedule", is hereby deleted and replaced with the following: "The amount of this contract shall not exceed \$10,328,522.00."
3. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments 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.

Pricewaterhouse Coopers LLP

By: 
Name: Anaita Kasad
Title: Principal
Date: 9/7/16

Housing Trust Fund Corporation

By: 
Name: 
Title: 
Date: 9/7/16
Governor's Office of Storm Recovery