

THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT

THIS THIRD AMENDMENT to the Legal Services Agreement dated November 27, 2013, is made and entered into November 28, 2016 (the "Third Amendment"), between VENABLE LLC, having an office located at 1270 Avenue of the Americas, 25th Floor, New York, New York 10020 ("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 the HTFC and its affiliates on August 24, 2012; and

WHEREAS, HTFC and Contractor entered into a Legal Services Agreement (the "Original Agreement") on November 27, 2013, pursuant to which Contractor provides certain legal 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 and Contractor entered into a First Amendment to the Agreement on March 10, 2014 (together with the Original Agreement, the "Agreement") in order to ensure compliance with the statutes and regulations governing the CDBG-DR grants appropriated by the Disaster Relief Appropriations Act, 2013 (Pub.L. 113-2); and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on December 4, 2015 which increased the Total Fee to \$8,863,577.3 and extended the Term to November 27, 2016; and

WHEREAS, HTFC and GOSR desire to amend this Agreement by means of this Third Amendment in order to extend the Term, with no increase in Agreement Amount, in order to allow the Contractor to perform additional legal services that are within the scope of services sought under the RFP and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks to extend the Term of the Agreement to November 27, 2017;

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 3 of the Agreement entitled "Termination" is hereby deleted in its entirety and replaced with the following:


"This Agreement shall commence as of the Effective Date and shall remain in full force and effect until November 27, 2017 unless terminated at will by HTFC upon thirty (30) days prior written notice".

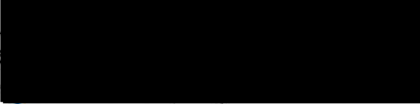

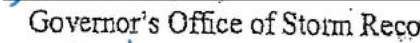
2. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

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

Venable LLC

Housing Trust Fund Corporation

By: 
Name: *Michael C. Davis*
Title: *Partner*
Date: *11/23/16*

By: 
Name: 
Title: 
Date: *11/28/16*
Governor's Office of Storm Recovery