

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated May 15, 2015, is made and entered into **August 17, 2016** (the "Second Amendment"), between SOFTWARE PEOPLE INC., having an office located at 17 Coventry Lane, Smithtown, New York 11787 ("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 October 31, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on May 15, 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 15, 2015 totaled \$ N/A ; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on February 22, 2016 which extended the Term of the Agreement to August 8, 2016 with no change to the Agreement Amount; 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 to extend the Term of the Agreement to February 8, 2017 with no change to the Agreement Amount; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to extend the Term 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:

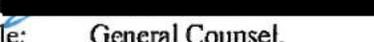
1. The first sentence of Section 4 is hereby deleted and replaced with the following:
"This Agreement shall commence as of the Effective Date and shall terminate on February 8, 2017".
2. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, and Letter 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.

Software People Inc.

By: 
Name: Sandeep Jain
Title: Sr. Vice President
Date: 08/16/2016

Housing Trust Fund Corporation

By: 
Name: 
Title: General Counsel,
Governor's Office of Storm Recovery
Date: 8/17/16