

SECOND AMENDMENT  
TO  
LEGAL SERVICES AGREEMENT

THIS SECOND AMENDMENT to the Legal Services Agreement dated April 1, 2013, as amended by that certain First Amendment of Legal Services Agreement dated as of March 10, 2014, is made and entered into November 10, 2015, made effective March 31, 2015 (the "Second Amendment"), between GOLENBOCK EISEMAN ASSOR BELL & PESKOE, LLP, having an office located at 437 Madison Avenue, New York, New York 10022 (the "Firm"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC" or the "Corporation").

WITNESSETH:

WHEREAS, the Firm was a successful bidder pursuant to a request for proposals issued by HTFC, the New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency, and Tobacco Settlement Financing Corporation (and collectively, the "Agencies") on August 24, 2012; and

WHEREAS, HTFC and Firm entered into a Legal Services Agreement (the "Original Agreement") on April 1, 2013 pursuant to which the Firm 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 the Firm entered into the 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/GOSR and the Firm desire to amend the Agreement by means of this Second Amendment in order to extend the Term to allow the Firm to perform additional legal 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. Section 2 of the Agreement, entitled "Compensation," is hereby deleted in its entirety and replaced with the following:
2. Compensation.

Upon satisfactory completion of the work to be performed, the Corporation agrees to pay the Firm One Thousand One Hundred Dollars (\$1,100) for each Property transaction ("Transaction Fee"). Any additional work performed by the Firm outside the scope of (i) the Transaction Fee, and (ii) that certain Amended and Restated Legal Services Agreement dated as of April 14, 2015, by and among the Firm, the New York State Housing Finance Agency, and the State of New York Mortgage Agency ("the Hourly Agreement") including, but not limited to, work related to the clearance of title issues on behalf of selling homeowners, shall require prior written authorization from the Corporation, which authorization may be sent via e-mail. Time spent performing the same shall be reported in tenths of an hour increments in accordance with the hourly rates set forth in Exhibit C, attached hereto. The Firm is not entitled to additional fees as a result of an adjournment, nor will the Firm be entitled to compensation should an applicant withdraw from the program. The Firm shall not charge the Corporation for Secretarial Overtime or Night Secretary services unless such services are required and the Corporation has granted its prior approval.

In addition, the Corporation agrees to pay the actual cost of all other reasonable expenses incurred in the performance of the services noted above. Except under the limited circumstances described above, the Corporation shall not pay for clerical support or project-wide tasks deemed outside the scope of the Transaction Fee. The Corporation will not be charged for any travel or lodging costs without their prior written consent. The Corporation will not be charged for any research expenses, costs or fees paid or incurred by the Firm with respect to third party databases or on-line services (e.g., Westlaw or Lexis/Nexis) without the prior consent of the Corporation.

Invoices for payment must be accompanied by a statement from a partner of the Firm certifying that the bill presented represents services actually performed exclusively for the Corporation. The Firm shall submit an electronic invoice to GOSR's invoice management system of record, Elation Systems. The Firm shall obtain an Elation Systems account by registering at <https://www.elationsys.com/app/Registration>. Each invoice shall include the (i)

name of the identified party, (ii) a specific and descriptive narrative of all tasks performed during the billing cycle with reference to case titles, (iii) specific identification of reasonable expenses for which the Firm seeks reimbursement, and (iv) total amount billed.

2. The first sentence of Section 3 of the Agreement, entitled "Termination," is hereby deleted and replaced with the following: "This Agreement shall take effect on April 1, 2013 and shall remain in force until November 1, 2016 unless terminated at will by the Corporation or the Firm upon thirty (30) days prior written notice."
  
3. 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 Second Amendment on the day and year first above written.

**Golenbock Eiseman Assor Bell &  
Pesko LLP**

By: \_\_\_\_\_

Name: *David Rubin*  
Title: *Partner*  
Date: *11/4/15*

**Housing Trust Fund Corporation**

By: \_\_\_\_\_

Daniel Greene  
General Counsel, Governor's  
Office of Storm Recovery

Date: *11/10/15*

**EXHIBIT C**

**HOURLY RATES**

<b>Name</b>	<b>Title</b>	<b>Rate/Hour</b>
[REDACTED]		