THIRD AMENDMENT
TO
CONTRACT FOR SERVICES

THIS THIRD AMENDMENT to the Contract for Services dated October 6, 2014, is made and entered into September __, 2015 (the "Third Amendment") between Makeable, having an office located at 11 Harrison Street New York, New York 10013 ("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 June 13, 2014; and

WHEREAS, HTFC and Contractor entered into a Contract for Services on October 6, 2014 (the "Agreement"), 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 Agreement dated October 6, 2014 totaled $98,500.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on December 18, 2014 which increased the Total Fee to $108,350.00; and

WHEREAS, HTFC and Contractor entered into a Second Amendment to the Agreement on June 6, 2015 which increased the Total Fee to $123,750.00; 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 $70,275.00, thereby increasing Exhibit B's "Fee Schedule" to a total amount of $194,025.00; 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 first sentence of Section 2(a) of the Agreement is hereby deleted and replaced with the following: "Contractor agrees that in no event will HTFC pay the Contractor more than $194,025.00 ("Total Fee") for the Services under all Task Orders under this Agreement."

2. Section 7(e) of the Agreement is hereby deleted and replaced with the following:

   (e) The Contractor shall submit an electronic invoice to GOSR's invoice management system of record, Elation Systems. The Contractor, and all authorized subcontractors performing work pursuant to this Agreement, shall obtain an Elation Systems account by registering at https://www.elationsys.com/app/Registration. Each invoice submitted to Elation Systems must include all applicable supporting documentation, including but not limited to:

   i. Name and address of the Contractor;
   ii. Invoice date and number;
   iii. Task Order number;
   iv. Description of Services, quantity of Services, unit or rate of measure of the items delivered;
   v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
   vi. Terms of any discount for prompt payment offered;
   vii. Name and address of official to whom payment is to be sent;

viii. Name, title, and phone number of person to notify in event of defective invoice; and

ix. Additional information as reasonably required by HTFC/GOSR.

3. The first paragraph of Exhibit B to the Agreement, entitled "Fee Schedule," is hereby deleted and replaced with the following: "Applicable SOW: The fee for this project is a not to exceed total of $194,025.00. In no event will GOSR provide any reimbursement for travel, legal, and other miscellaneous expenses."

4. The "Not to Exceed" amount under the "Rate/Hour" column in the chart in Exhibit B of the Agreement is hereby deleted and replaced with $194,025.00.

5. 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.

Makeable

By: [redacted]
Name: M. Kantrow
Title: Founder
Date: 8/30/15

Housing Trust Fund Corporation

By: [redacted]
Nam[redacted]niel Greene
Title[redacted]erim General Counsel, Governor's Office of Storm Recovery
Date: 9/3/15