

SECOND AMENDMENT OF CONTRACT FOR LEGAL SERVICES

THIS SECOND AMENDMENT to the Contract for Legal Services (the "Second Amendment") is made and entered into Nov 26, 2014 between Carter Ledyard & Milburn LLP, having an office at 2 Wall Street, New York, New York 10005 ("Contractor" or 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 Contractor was the successful bidder pursuant to a request for proposals issued by the New York State Urban Development Corporation doing business as Empire State Development on April 23, 2012;

WHEREAS, HTFC and the Contractor entered into a legal services agreement on November 26, 2013, in order to provide certain legal services in connection with the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program administered by HTFC (the "Legal Services Agreement");

WHEREAS, HTFC and the Contractor entered into a First Amendment, dated March 10, 2014, in order to ensure compliance with statutes and regulations governing the CDBG-DR grants appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2);

WHEREAS, HTFC desires to enter into a second amendment of the Legal Services Agreement") to (i) extend the term of the Legal Services Agreement up to and including September 15, 2015; (ii) establish a not to exceed amount in the Legal Services Agreement of \$930,000.00 (Nine Hundred Thirty Thousand Dollars) and (iii) update the Legal Services Agreement to ensure that it contains the most up-to-date Appendices for Contracts, annexed hereto as Exhibit "1";

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 Legal Services Agreement is amended as follows:
 - a. The second section of the Legal Services Agreement, entitled "Compensation" shall be amended to include the following sentence: "This agreement shall be subject to a not to exceed capped dollar amount, for the period from November 27, 2014 to September 15, 2015, in the amount of \$930,000.00. (Nine Hundred Thirty Thousand Dollars)." This additional sentence shall be added as the last line in the first paragraph of the second section.
 - b. The second section of the Legal Services Agreement shall be further amended to stipulate that the rates set forth therein shall remain unchanged for the period of time from November 27, 2014 to September 15, 2015.
 - c. The third section of the Legal Services Agreement, entitled "Termination," shall be amended as follows: "This agreement shall take effect on the date hereof and shall remain in full force until September 15, 2015, unless terminated at will by the Corporation, upon thirty (30) days prior written notice. In the event of termination by the Corporation, the Firm will be entitled to payment for services rendered, and actual out of pocket expenses incurred (subject to the limitations in Section 2 above), to the date of termination in accordance with the provisions of this agreement."
 - d. The Legal Services Agreement shall be further modified by incorporating the annexed contractual rider entitled "Appendices for Contracts," annexed hereto as Exhibit "1."
2. All other terms and conditions, including appendices, attachments, exhibits, riders and Legal Services 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.

Carter Ledyard & Milburn LLP

By: _____

Name: Christine A. Fazio

Title: Partner

HOUSING FINANCE CORPORATION

By: _____

Name:

Title: Director, Governor's Office of Storm Recovery