

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated September 3, 2014, is made and entered into May 21, 2015 (the "First Amendment") between Thacher Associates, LLC, having an office located at 845 Third Avenue, New York, New York 10022 ("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 April 11, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on September 3, 2014 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 September 3, 2014 totaled \$1,000,000.00; 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 \$3,000,000.00, thereby increasing the Agreement's Total Fee to \$4,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First 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:

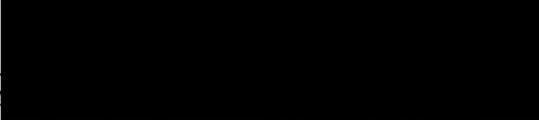
1. The second sentence of Section 2(a) is hereby deleted and replaced with the following:
“Contractor agrees that in no event will HTFC pay the Contractor more than \$4,000,000.00 (“Total Fee”) for the Services under all Task Orders under this Agreement.”
3. All other terms and conditions, including 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 First Amendment on the day and year first above written.

Thacher Associates, LLC

By: 
Name: Michael Wilmer
Title: Chief Operating Officer
Date: May 15, 2015

Housing Trust Fund Corporation

By: 
Name: 
Title: Director, Governor's Office of Storm
Recovery
Date: 5/27/15