

FIRST AMENDMENT OF LEGAL SERVICES AGREEMENT

THIS FIRST AMENDMENT to the Legal Services Agreement dated November 26, 2013 is made and entered into March 10, 2014 (the "First Amendment") between Carter Ledyard & Milburn LLP having an office at 2 Wall Street, New York, New York 10005 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, the Contractor was a 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 Program administered by HTFC (the "Legal Services Agreement");

WHEREAS, HTFC and the Contractor desire to amend the Legal Services Agreement by means of this First Amendment in order to ensure compliance with the statutes and regulations governing the Community Development Block Grant Disaster Recovery grants appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2);

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 following provisions are included in Appendix III as Sections 26 and 27:

26. STATUTORY AND REGULATORY COMPLIANCE

Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management

and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses..

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Legal Services 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.

Carter Ledyard & Milburn LLP

By: 

Name: *Christine Fazio*  
Title: *Partner*

HOUSING TRUST FUND CORPORATION

By: 

Name: ~~James Rubin~~ *Seth Diamond*  
Title: Director, Governor's Office of Storm Recovery