AMENDMENT TO STATEMENT OF WORK II
CDBG DISASTER RECOVERY PROCESSING TOOL
BY AND BETWEEN
AGATE SOFTWARE, INC
AND
HOUSING TRUST FUND CORPORATION

This Amendment is made and entered into as of March 24, 2014, by and between AGATE SOFTWARE, INC., having its principal office at 2214 University Park Drive, Suite 102, Okemos, Michigan 48864 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

Whereas, HTFC and the Contractor entered into a single source procurement Contract for Services ("Contract") on March 15, 2011 to provide a web-based grant administration software program, and

WHEREAS, pursuant to such Contract, HTFC and the Contractor accepted a Statement of Work, identified as "CDBG Disaster Recovery Processing Tool, Statement of Work II" ("SOW II") dated as of September 10, 2013, and

WHEREAS, the Parties have determined that it is necessary to eliminate certain of the Deliverables which were originally included in SOW II, to increase the costs of certain of the Deliverables, and to decrease the cost of others which were set forth in SOW II, and

WHEREAS, such changes to the individual costs will not result in a change to the total cost,

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations contained herein and in the Contract and SOW II, it is hereby agreed as follows:

1. DRGR System Integration and Management Reports will be eliminated as Deliverables.

2. Section 6.1 "Deliverable Pricing" shall be modified to reflect the following changes in costs:

ID	Description	Original Cost	Modified Cost
Onsite Sessions			
3	Bid	[redacted]	[redacted]
9	Bid Documents	[redacted]	[redacted]
11	Subrecipient Grant	[redacted]	[redacted]
12	Subrecipient Draws (Administration)	[redacted]	[redacted]
13	Subrecipient Monitoring	[redacted]	[redacted]
14	Bid Contractor Tracking	[redacted]	[redacted]
15	DRGR System Integration	[redacted]	[redacted]
17	Management Reports	[redacted]	[redacted]
24	Task Order Budget	[redacted]	[redacted]
TOTAL		**$285,564.00**	**$285,564.00**

3. Except as otherwise set forth herein: (a) all terms defined in the Contract and in Scope of Work I and Scope of Work II, shall have the meanings therein given; and (b) all of the terms, covenants and conditions in the Agreement and in the Scopes of Work are hereby ratified, and shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, this Amendment has been executed by a duly authorized representative of each of the parties on the date appearing opposite the respective signatures below.

Date: 5/13/14

HOUSING TRUST FUND CORPORATION

By: [redacted]

Name: Seth Diamond

Title: State Director of Storm Recovery

Date: 5-5-14

AGATE SOFTWARE, INC.

By: [redacted]

Name: Tim Pearl

Title: President