

THIRD AMENDMENT OF CONTRACT FOR LEGAL SERVICES

THIS THIRD AMENDMENT to the Contract for Legal Services (the "Third Amendment") is made and entered into March 11, 2015 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 and the Contractor entered into a Second Amendment, dated November 26, 2014, in order to extend the period of service, update the appendices to the Contract for Legal Services, and establish a not to exceed amount in the Legal Services Agreement;

WHEREAS, HTFC desires to enter into a third amendment of the Legal Services Agreement ("Third Amendment") to increase the not to exceed amount in the Legal Services Agreement to \$1,630,000 (One Million Six Hundred Thirty Thousand Dollars);

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 last sentence in the first paragraph of the second section of the Legal Services Agreement, entitled "Compensation" shall be amended to read as follows: "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 \$1,630,000 (One Million Six Hundred Thirty Thousand Dollars)."
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 Third Amendment on the day and year first above written.

~~Carter Ledyard & Milburn LLP~~

By: _____

Name: Victor J. Gallo

Title: Partner

HOUSING TRUST FUND CORPORATION

By: _____

Name: James Rubin

Title: Director, Governor's Office of Storm Recovery