FIRST AMENDMENT OF CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services (the "First Amendment"), is made and entered into December 19, 2014betweenTectonic Engineering & Surveying Consultants P.C. with offices located at 70 Pleasant Hill Road, PO Box 37, Mountainville, New [redacted] York 10953 and D&B ~~Architects and Engineers~~ Engineers and Architects, P.C. with offices located at 330 Crossways Park Drive, Woodbury, New York 11797 (individually and collectively referred to as "CONTRACTOR"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

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WITNESSETH:

WHEREAS, the Contractor was a successful respondent pursuant to a request for qualifications issued by HTFC on May 12, 2014;

WHEREAS,HTFC and the Contractor entered into a contract for environmental review, management and testingservices on October 15, 2014 (the "Contract for Services");

WHEREAS, HTFC and the Contractor desire to amend the Contract for Services by means of this First Amendment to increase the Total Fee of the contract;

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. Subsection (a) of Section 2 of the Contract for Services is hereby amended to read as follows:

2. General Obligations of HTFC/GOSR

(a) HTFC agrees to compensate the Contractor for its performance of the Services under anyproper and fully executed Task Order at the schedule set forth in the cognizant Task Order and at the rates established in Exhibit B (also referred to herein as the "Fee Schedule"). Contractor agrees that in no event will HTFC pay the Contractor more than $2,000,000.00("Total Fee") for the Services under all Task Orders under this

Agreement. The Contractor under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. HTFC will not be obligated to remit payment to the Contractor for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Contractor shall not be obligated to continue performance if to do so would cause the Contractor's fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

2. Appendix II to the Contract for Services is hereby amended to add a new Section 28 which reads as follows:

28. Iran Divestment Act.By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted athttp://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Agency.

During the term of the Contract, should the Agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

3. All other terms and conditions to the Contract for Services are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this FirstAmendment on the day and year first above written.

TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C.

By: [redacted]

Name: Peter T. Sutherland, P.E.
Title: Vice President
Date: 12-12-14

D&B ~~ARCHITECTS AND ENGINEERS~~ ENGINEERS AND ARCHITECTS, P.C.

By [redacted]

12.11.14
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12-12-14

Name: RICHARD M. WALKA
Title: SENIOR VICE PRESIDENT
Date: DECEMBER 11, 2014

HOUSING TRUST FUND CORPORATION

By [redacted]

Name: James Rubin
Title: Executive Director
Date: 12/19/14

This amendment has been approved by Grantee's Counsel as to form and its Treasurer as to fiscal sufficiency.