

FIRST AMENDMENT TO THE  
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT FOR SERVICES ("First Amendment") is made as of September 12, 2013, by and between PROSOURCE TECHNOLOGIES, LLC, a Minnesota limited liability company having its principal office at 9219 East River Road NY, Minneapolis, Minnesota 55433 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, a public benefit corporation created pursuant to Section 45-a of the Private Housing Finance Law of New York State and having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WHEREAS, the Contractor and HTFC previously entered into a Contract for Services, dated June 10, 2013 (the "Service Contract"), pursuant to which Contractor agreed to provide certain project management, case management and other services essential to HTFC's administration of New York State's Community Development Block Grant Disaster Recovery ("CDBG-DR") Program; and,

WHEREAS, in accordance with Exhibit B ("Budget") thereof, the Service Contract provided for work as needed based on hourly rates, subject to all other terms and conditions therein; and

WHEREAS, the individual budgeted amounts and the aggregate compensation limit of \$13,355,000 (the "Initial Aggregate Compensation Limit") set forth in the Service Contract were acknowledged to be estimates, subject to change as the scope and needs of the CDBG-DR program became more evident; and

WHEREAS, in recognition of the continuing serious nature of the property damage and human suffering resulting from the Storms (as defined in the Services Contract), the CDBG-DR Program's timeline, including the processing of applications and award of funds, has been expedited and, as a result, Contractor's expenses under the Service Contract have now exceeded the Initial Aggregate Compensation Limit; and

WHEREAS, in light of the above circumstances and in order to allow ProSource to continue providing its critical services to the CDBG-DR Program, HTFC and the Contractor desire to amend the Service Contract to increase the aggregate compensation limit;

WHEREAS, prior to HTFC releasing any sums above the Initial Aggregate Compensation Limit, Contractor has agreed to provide an updated Budget, based on actual expenditures and fees incurred to-date, which Budget shall be subject to HTFC's review and approval;

NOW, THEREFORE, pursuant to and in consideration of the above recitals as well as the other covenants and obligations herein contained, the parties hereto agree as follows:

1. Section 3 of the Service Contract is hereby deleted and replaced with the following:  

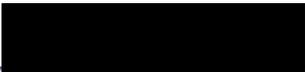
Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B [the "Budget"]. The Contractor agrees that in no event will the Contractor be paid more than \$55,401,839.31.
2. This First Amendment is made effective as of September 12, 2013.
3. Capitalized terms used but not otherwise defined herein shall have the meaning given such term in the Service Contract.
4. Other than as explicitly amended herein, all terms, conditions, sections, exhibits, schedules and riders of the Service Contract, including, without limitation, the hourly rates listed in Exhibit B, are hereby ratified, and remain in full force and effect.

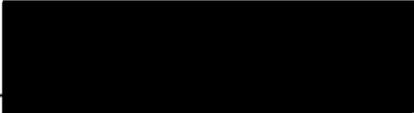
[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized representative of each of the parties on the date listed below their respective signature:

PROSOURCE TECHNOLOGIES, LLC

HOUSING TRUST FUND CORPORATION

By:   
Gregory A. Wheeler  
Title: Chief Executive Officer

By:   
Seth Diamond  
Title: Director of Storm Recovery

Date: 11/29/13

Date: 11/26/13

ProSource Actual Project costs expended through October 31, 2013 with projected burn rate for November 2013

Job #	Description	Work being performed	JTD July 31	August	September	October (weeks)	(\$	November	December	Total						
<b>2949-00 NYS - CDBG Environmental</b>																
	PST Labor															
	PST Expenses															
	106 Group	400 - 430 arch. history evaluations														
	AKRF, Inc.															
	Cardno Entrie															
	Emteque LLC - work order #1	Suffolk/Westau County Tier II documents/desktop analysis														
	Hartgen Archeological Assoc. Inc.	1,000 Historic property reviews														
	Historical Information Gatherers	Historical information gathering														
	JAD Environmental	Tier II site specific checklists														
	JBR Environmental Consultants	Tier II site specific NEPA checklist														
	New West															
	Sandborn Head Engineering	300 Tier II assessments														
	Sandborn Head Engineering	200 Tier II assessments														
	Sandborn Head Engineering	Ocean Breeze														
	Tectonic Engineering & Surveying															
	Tetra Tech, Inc.	NEPA Programmatic EA														
<b>2949-00</b>																
<b>2950-00 NYS CDBG Buyout/Master Services</b>																
	PST Labor															
	PST Expenses															
	McKinzie Metro Appraisals															
	O.R. Colton															
<b>2950-00</b>																
<b>2952-00 NYS OBBO Proj Mgmt/Security Demo</b>																
	PST Labor															
	PST Expenses															
	Emteque LLC - work order #1	Oakwood Reach demo surveys														
	Emteque LLC - work order #2	Air sampling for site demos														
	Frew Development Group, LLC	Demolition														
<b>2952-00</b>																
<b>2959-00 NYS - Management Subconsultants</b>																
	PST Labor															
	PST Expenses															
	GCB, Inc.	Operational support to NYS														
	IEM, Inc.	Operational support to NYS														
	Calvin Parker	Management assistance														
<b>2959-00</b>																
<b>2960-00- CDBG Business</b>																
	PST Labor															
	PST Expenses															
<b>2960-00</b>																
<b>2970-00 NYS Rehab - Emergency Contract</b>																
	PST labor															
	PST Expenses															
	Iron Mountain	Scanning														
<b>2970-00</b>																
<b>2971-00 NYS Rehab IMA Activity</b>																
	PST labor															
	PST Expenses															
<b>2971-00</b>																
<b>2972-00 NYS Small Rental Rehab</b>																
	CDM Smith															
<b>2972-00</b>																
<b>2973-00 NYS - Rockland City Rehab Program</b>																
	PST Labor															
	PST Expenses															
<b>2973-00</b>																
<b>2975-00 NYS - Rehab Long Island (Solix)</b>																
	PST labor															
	PST Expenses															
	Solix	VOB for up to 5,000 applicants, staff mob/ up to 100 reviewers														
<b>2975-00</b>																
<b>Total</b>			\$	9,149,453.57	\$	7,382,894.92	\$	8,780,832.26	\$	15,781,303.36	\$	14,307,875.00	\$	-	\$	55,401,839.31