

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated July 1, 2014, is made and entered into April 17, 2015 (the "First Amendment") between MOSS CAPE LLC, having an office at 340 Madison Avenue, 19th Floor, New York, New York 10173 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was a successful bidder pursuant to a request for proposals issued by HTFC on May 2, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services on July 1, 2014, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program (the "Agreement"); and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, HTFC and Contractor's Total Fee in the Contract for Services dated July 1, 2014 totaled \$23,386,000 ("Total Fee"); and

WHEREAS, GOSR wishes to expand Exhibit A "Scope of Services" to obtain additional services from Contractor not within the Contract for Services dated July 1, 2014, but which are permitted under the scope of services sought under the RFP and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks such additional services in the amount of \$49,733.26 thereby increasing Exhibit B's "Total Fee and Expenses" to a total amount of \$23,435,733.26; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to increase the Total Fee and include additional services for GOSR's Buyout and Acquisition Program as set forth herein;

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 first two sentences of Section 2(a) are deleted and replaced with the following:
"HTFC agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable 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 \$23,435,733.26 for the Services under all Task Orders under this Agreement."
2. Exhibit A to the Agreement, entitled "Scope of Services", is hereby supplemented with:
"Office relocation and associated work, which may consist of a full range of services to remove existing office furniture, equipment and related supplies from current location, transport the items to the new location, and place them according to instructions contained herein. Services may include but are not limited to pre-move planning, providing packaging materials, packing/crating, supervision, loading/unloading, delivery and setup. Additionally, technical services may include providing software for data uploads as well as IT support and assistance."
3. The "Summary of current proposal" column in the chart in Exhibit B of the Agreement is hereby supplemented with Office Relocation Services, and the "Budget" column is hereby supplemented with \$49,733.26, which is the corresponding amount of such services.
4. The "Total" amount under the "Budget" column in the chart in Exhibit B of the Agreement is hereby deleted and replaced with \$23,435,733.26.

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

Moss Cape, LLC

Housing Trust Fund Corporation

By: _____
Name: *Anthony Trujillo*
Title: *Project Exc. for Moss Cape LLC*
04-13-2015

By: _____
Name: *James Rubin*
Title: *Exec Director, GOSR*
4/17/15