

SECOND AMENDMENT
TO
CONTRACT FOR SERVICES

THIS SECOND AMENDMENT to the Contract for Services dated July 1, 2014, is made and entered into April 17, 2015 (the "Second Amendment") between Moss Cape, LLC, having an office located at 340 Madison Avenue, 13th 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 April 4, 2014 (the "RFP"); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") 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; 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 \$23,386,000.00; and

WHEREAS, HTFC and CONTRACTOR entered into a First Amendment to the Agreement, effective as of April 17, 2015.

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within 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 \$1,114,875.00, thereby increasing Exhibit B's "Total Fee and Expenses" to a total amount of \$24,550,608.26; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment in order to increase the Total Fee to allow Contractor to perform additional services;

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 hereby 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 \$24,550,608.26 ("Total Fee") for the Services under all Task Orders under this Agreement."
2. Exhibit A to the Agreement, entitled "Scope of Services," is hereby supplemented with: "Surge Plan: VOB and AFWA clearance work for Offers to Purchase and Closings."
3. The "Summary of current proposal" column in the chart in Exhibit B of the Agreement is hereby supplemented with Surge Plan, and the "Budget" column is hereby supplemented with \$1,104,000.00, which is the corresponding amount of such services.
4. The corresponding amount in the "Budget" column for Office Relocation Services in the chart in Exhibit B is hereby supplemented with \$10,875.00, and now totals \$60,608.26.
5. The "Total" amount under the "Budget" column in the chart in Exhibit B of the Agreement is hereby deleted and replaced with \$24,550,608.26.

6. 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 Second Amendment on the day and year first above written.

Moss Cape, LLC

By: _____
Name: *Anthony Trujillo*
Title: *Project Exec. for MossCape LLC*
Date: *04-13-2015*

Housing Trust Fund Corporation

By: _____
Name: James Rubin
Title: Director, Governor's Office of Storm
Recovery
Date: *4/17/15*