

March 27, 2014

VIA E-MAIL AND OVERNIGHT DELIVERY

Andrea D. Ascher
Schoeman Updike Kaufman Stern & Ascher LLP
551 Fifth Avenue
New York, NY 10176

Michael C. Davis

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Re: Amendment No. 1 to the January 24, 2014 Sub-Contract With MWBE Co-Counsel Pursuant to Venable LLP Legal Services Agreement with Housing Trust Fund Corporation ("Letter Agreement")

Dear Ms. Ascher:

As you know, Venable LLP ("Venable") has been retained by the Housing Trust Fund Corporation ("HTFC") to provide specified legal services pursuant to a Legal Services Agreement ("HTFC Agreement") made as of November 27, 2013, a copy of which, along with the exhibits thereto, was previously provided to you and incorporated into the above-referenced Letter Agreement with Schoeman Updike Kaufman Stern & Ascher LLP ("Co-Counsel"). Recently, HTFC sent to Venable a "First Amendment of Legal Services Agreement" dated March 10, 2014, a copy of which is attached hereto and incorporated herein as "Exhibit A." The purpose of this letter is to confirm the agreement of Co-Counsel to the attached "First Amendment of Legal Services Agreement," which shall become incorporated into the Letter Agreement.

Except as set forth herein, all of the other terms and conditions, including appendices, attachments, exhibits, and riders to the HTFC Agreement and the Letter Agreement are hereby continued in full force and effect as though set forth herein.

If the foregoing is acceptable and agreed to, please so indicate by signing one copy in the space provided below, and returning it to me. Thank you.

Very truly yours,

VENABLE LLP

By: 

Michael C. Davis, Partner

Andrea D. Ascher
March 27, 2014
Page 2

AGREED TO AND APPROVED:

SCHOEMAN UPDIKE KAUFMAN STERN & ASCHER LLP

By: 

Andrea D. Ascher, Partner

Date: March 31, 2014

AGREED TO AND APPROVED:

HOUSING TRUST FUND CORPORATION

By: 

Seth Diamond, Director of Storm Recovery

Date: 4/16/14

Attachments:

Exhibit A: First Amendment of Legal Services Agreement

This contract has been approved by the Disaster Recovery Counsel as to form and the Corporation's Treasurer as to fiscal sufficiency.

FIRST AMENDMENT OF LEGAL SERVICES AGREEMENT

THIS FIRST AMENDMENT to the Legal Services Agreement dated November 27, 2013 is made and entered into March 10, 2014 (the "First Amendment") between Venable LLP having an office at 1270 Avenue of the Americas, 25th Floor, New York, New York 10020 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, the Contractor was a successful bidder pursuant to a request for proposals issued by the HTFC and its affiliates on August 24, 2012;

WHEREAS, HTFC and the Contractor entered into a legal services agreement on November 27, 2013, in order to provide certain legal services in connection with the Community Development Block Grant Disaster Recovery Program administered by HTFC (the "Legal Services Agreement");

WHEREAS, HTFC and the Contractor desire to amend the Legal Services Agreement by means of this First Amendment in order to ensure compliance with the statutes and regulations governing the Community Development Block Grant Disaster Recovery grants appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2);

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 following provision is included in Appendix III as Section 26:

26. STATUTORY AND REGULATORY COMPLIANCE

Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds

and/or set forth certain cost principles, including the allowability of certain expenses.

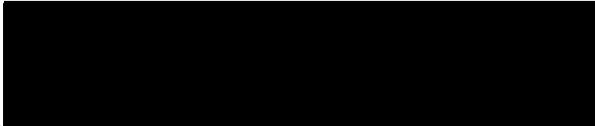
2. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Legal Services Agreement are hereby continued in full force and effect as though set forth herein.

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

Venable LLP

By: 
Name: *Michael C. Davis*
Title: *Partner*

HOUSING TRUST FUND CORPORATION

By: 
Name: *James Rubin SD, Mayor*
Title: *Director, Governor's Office of Storm Recovery*