

postage prepaid, return receipt requested to the address(es) set forth above. Notice may also be given by way of fax or email transmission directed to the Executive Director of the noticed party provided the noticed party acknowledges receipt of the fax or email transmission.

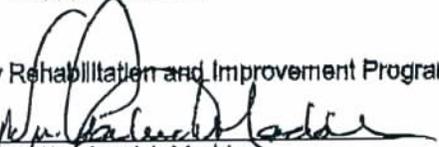
- IV. **AMENDMENT.** This Memorandum of Understanding or any part hereof, may be amended from time to time only by a written instrument executed by the Parties.
- V. **ASSIGNMENT.** This Memorandum of Understanding may not be assigned by any Party without the prior written approval of the other Party.
- VI. **INDEMNIFICATION.** Each Party hereto, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify the other Party, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature (including, without limitation, indebtedness, penalties, fines, legal fees) incurred in connection with this Memorandum of Understanding which arise out of any act or omission of the indemnifying Party or any or all of its employees or agents.
- Notwithstanding the foregoing, in no event shall a Party be liable for any indirect, incidental, special or consequential damages, arising out of or in connection with this Agreement, whether such damages arise under a theory of contract, tort (including negligence) strict liability or otherwise.
- VII. **GOVERNING LAW.** This Memorandum of Understanding shall be construed under and governed by the laws of New York State without reference to its conflict of law rules.
- VIII. **TERMINATION; WITHDRAWAL; ADDITIONAL PARTIES.** Either party may terminate this Agreement with or without cause by giving the other party thirty days written notice of its intention to terminate. If a Collaborator terminates this Agreement it shall be entitled to no further payments hereunder. If TRIP terminates this Agreement the Collaborator may submit data up to the effective date of the termination. The Collaborator shall be entitled to compensation for its units of production as per paragraph I.B. above.
- IX. **RELATIONSHIP OF THE PARTIES.** This Agreement does not create, and shall not be construed by the Parties or any third person as creating any agency, legal partnership entity, joint venture or employment relationship between the Parties. The relationship of the Parties under this Agreement shall be solely that of independent contractors.
- Each Party shall be solely responsible for the conduct of its respective agents, employees, and subcontractors in connection with that Party's performance of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other, or liable for any acts of omission on the part of the other.
- X. **INTELLECTUAL PROPERTY.**
- a. Each Party retains all right, title and interest in and to its trademarks, logos and trade-names worldwide used in conjunction with the activities under this Agreement (collectively, the "Marks"), subject to a limited license to use the Marks granted to the other Party pursuant to this Agreement.
 - b. Each Party grants the other Party a limited, non-exclusive, non-assignable license to use its Marks solely in connection with this Agreement and in associated marketing and promotional materials, subject to the granting Party's prior written approval. All such use will be in accordance with each Party's reasonable policies regarding advertising, publicity and trademark usage, as established from time to time.

c. Upon the expiration or termination of this Agreement, each Party will cease using the other Party's Marks.

XI. **PRESS RELEASES.** No public statements (i) concerning the existence or terms of this Agreement or (ii) promoting or advertising the collaborative activities pursued pursuant to this Agreement will be made or released to any medium except with the prior written approval of both Parties (which approval shall not be unreasonably withheld or delayed) or as required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Troy Rehabilitation and Improvement Program, Inc.

By: 
Name: Wm. Patrick Madden
Title: Executive Director

Better Neighborhoods, Inc.

By: 
Name: Edward August
Title: Executive Director

Albany County Rural Housing Alliance, Inc.

By: _____
Name:
Title:

Affordable Housing Partnership of the Capital Region, Inc

By: _____
Name:
Title:



Better Neighborhoods, Inc.

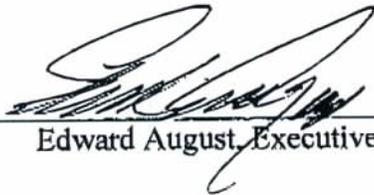
986 Albany Street • Schenectady, NY 12307 • (518) 372-6469 • Fax (518) 372-6460

Commitment of Resources

Per the attached documentation from the New York State Division of Housing and Community Renewal (DHCR), Better Neighborhoods, Inc. (BNI) will receive [REDACTED] in Neighborhood Preservation Companies Program funding for the contract period July 1, 2009 – June 30, 2012.

The Neighborhood Preservation Companies Program provides funding to not-for-profit community-based housing corporations to perform housing and community renewal activities. Eligible activities of the program include home buyer counseling, tenant counseling, and landlord/tenant mediation.

The three-year period covered by BNI's contract with DHCR includes the full period covered by the FY2010 HUD Counseling Program cycle (October 1, 2010 – September 30, 2011), and BNI fully expects additional funds to be received from DHCR through a contract renewal process for funding beyond June 30, 2012. [REDACTED] of BNI's NPC funding will be leveraged for the provision of housing counseling services during the FY2010 HUD Counseling Program cycle.



Edward August, Executive Director

8-12-10
Date

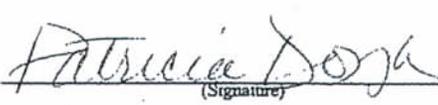
"A Not-For-Profit Corporation Dedicated to Fair Housing for All"
www.better-neighborhoods.org

DIVISION OF HOUSING AND COMMUNITY RENEWAL
CONTRACT FACE PAGE

| | |
|--|--|
| <u>STATE AGENCY (Name & Address):</u> Division of Housing and Community Renewal 38-40 State Street Albany, NY 12207 | <u>NYS COMPTROLLER'S NUMBER:</u> _____ <u>ORIGINATING AGENCY CODE:</u> 01080 |
| <u>CONTRACTOR (Name & Address):</u> _____ Better Neighborhoods, Inc. 986 Albany Street Schenectady, New York 12307 | <u>TYPE OF PROGRAMS:</u> _____ Neighborhood Preservation Program |
| <u>FEDERAL TAX IDENTIFICATION NUMBER:</u> _____ 14-1504550 <u>CHARITIES REGISTRATION NUMBER:</u> _____ 031161 | <u>TERM:</u> 7-01-09 to 6-30-12 FROM: _____ TO: _____ <u>CONTRACT AMOUNT:</u> \$ 300,000.00 |
| <u>STATUS:</u> Contractor HAS <input checked="" type="checkbox"/> HAS NOT <input type="checkbox"/> timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. Contractor IS <input type="checkbox"/> IS NOT <input checked="" type="checkbox"/> a sectarian entity. Contractor IS <input checked="" type="checkbox"/> IS NOT <input type="checkbox"/> a not-for-profit. | |
| <u>CONTRACT PACKAGE CONTAINS (IN THIS ORDER):</u> <u>X</u> BATCH TRANSMITTAL (Provided by DHCR) <u>X</u> AC340 ENCUMBRANCE DOCUMENT (Provided by DHCR) <u>X</u> ORIGINAL CONTRACT DOCUMENTS: (Provided by Organization) <ul style="list-style-type: none"> ✓ <u>CONTRACT SIGNATURE PAGE</u> ✓ <u>STATE OF NEW YORK AGREEMENT</u> ✓ <u>APPENDIX A Standard Clauses as required by the Attorney General for all State contracts</u> ✓ <u>APPENDIX A1 Agency-specific Clauses</u> ✓ <u>APPENDIX B Budget</u> ✓ <u>APPENDIX C Payment and Reporting Schedule</u> ✓ <u>APPENDIX D Program Work Plan</u> ✓ <u>APPENDIX X State of New York Modification Agreement Form</u> ✓ <u>VENDOR RESPONSIBILITY FORMS</u> ✓ <u>TRANSMITTAL LETTER OF AWARD TO GROUP</u> ✓ <u>WORKERS COMPENSATION & DISABILITY INSURANCE FORMS</u> <u>X</u> OTHER DOCUMENTS: (Provided by DHCR) <ul style="list-style-type: none"> ✓ <u>APPROPRIATION LANGUAGE</u> ✓ <u>OAG CHARITY REGISTRATION CONFIRMATION</u> ✓ _____ ✓ <u>B-1184 ATTACHMENT A</u> ✓ <u>EXTRA CONTRACT SIGNATURE PAGES</u> | |

Division of Housing and Community Renewal
Contract Signature Page

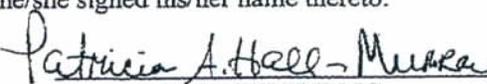
IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

| | |
|---|--|
| CONTRACTOR: <u>Better Neighborhoods, Inc.</u> | Contract No. <u>6515015</u> STATE AGENCY: Division of Housing and Community Renewal |
| By: <u></u> (Signature) <u>Edward August</u> (Printed Name) | By: <u></u> (Signature) _____ PATRICIA DOYLE ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT |
| Title: <u>Executive Director</u> | Title: _____ |
| Date: <u>April 21, 2009</u> | Date: <u>5/18/09</u> STATE AGENCY CERTIFICATION "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract." |

STATE OF NEW YORK
) ss:
 County of Schenectady

On the 21st day of April, 2009, before me personally appeared Edward August to me known, who being by me duly sworn, did depose and say that he/she resides at 267 Main Street Schoharie, New York 12157; that he/she is the Executive Director of Better Neighborhoods, Inc. described herein and which executed the foregoing instrument; and the he/she signed his/her name thereto.

PATRICIA A. HALL-MURRAY
 Notary Public in the State of New York
 Qualified in Schenectady County
 No. 01HA4895613
 My Commission Expires May 18, 2011.


 NOTARY PUBLIC

| | |
|--|---|
| Attorney General's Signature: _____ (Signature) APPROVED AS TO FORM N.Y. ATTORNEY GENERAL _____ Title: _____ Date: <u>5/14/09</u> | Approved: Thomas DiNapoli, State Comptroller _____ By: _____ Date: _____ <div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> APPROVED DEPT. OF AUDIT & CONTROL JUN 15 2009  FOR THE STATE COMPTROLLER </div> |
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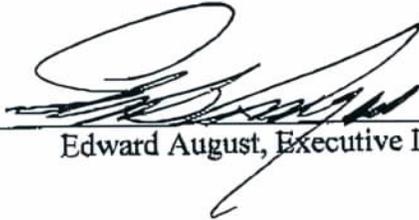
Better Neighborhoods, Inc.

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Commitment of Resources

During FY10, Better Neighborhoods, Inc. (BNI) will continue to receive funding from the New York State Banking Department as a member of the Home Save Coalition partnership led by the Affordable Housing Partnership for implementation of foreclosure prevention counseling services (see attached documentation). The total grant award for this partnership is [REDACTED] BNI's portion of the grant award is [REDACTED] of which is being utilized during BNI's current HUD Counseling Program Cycle.

This is to verify that BNI will utilize the remaining [REDACTED] n funds awarded to BNI through this collaborative partnership for the provision of housing counseling services during the FY2010 HUD Counseling Program cycle (October 1, 2010 – September 30, 2011).



Edward August, Executive Director

8-12-10
Date

**FOR IMMEDIATE RELEASE:
September 24, 2008**

GOVERNOR PATERSON ANNOUNCES ADDITIONAL NEW YORK STATE GRANTS TO FIGHT FORECLOSURE CRISIS

***\$3.5 Million in Grants Provided by the Division of Housing and Community Renewal and Banking
Department***

Governor David A. Paterson today announced a total of \$3,495,000 in grants as part of New York's continuing efforts to address the subprime mortgage crisis. This brings the total grants awarded this summer to \$9.4 million. Consistent with the previous grants announced in July and earlier this month, the grants announced today will be provided to non-profit agencies for homeownership assistance and foreclosure prevention counseling, advocacy and legal services. Governor Paterson has repeatedly demonstrated that addressing the mortgage crisis is a priority of his administration, exemplified by the passage and signing of historic subprime legislation this summer and supported by these grant programs.

"In recent weeks it has been demonstrated in dramatic fashion that government can be called upon to help the largest of banks or businesses in times of financial crisis, but we also have an obligation to help out individual homeowners. These grants will help some of the most distressed New Yorkers keep their homes," said Governor Paterson. "By assisting individual homeowners, we can strike at the root of what started this national fiscal crisis. Foreclosures are sometimes unavoidable, but they are bad for the business that makes the loan and even worse for the borrower who loses their home. We need to take every step possible to stop unnecessary foreclosures from happening, for the good of our entire economy."

The New York State Division of Housing and Community Renewal (DHCR) awarded \$2,776,000 from the State's \$25 million Subprime Foreclosure Prevention Program to six non-profit organizations around the State to help homeowners at risk of foreclosure. Additionally, the Banking Department awarded \$719,000 in grants to nine agencies to provide foreclosure prevention services from a \$2 million settlement fund from prior Banking Department enforcement actions.

Commissioner of DHCR Deborah VanAmerongen said: "These grants will help address a critical situation which has hit New York particularly hard. Our not-for-profit partners across the state are helping to save families at risk of foreclosure, many of whom were the victims of predatory lending methods."

Superintendent of Banks for the State of New York Richard H. Neiman said: "We congratulate the grant recipients for the important role they will play in educating homeowners who are struggling to maintain their homes and are threatened with unnecessary foreclosure. These grants are another example of how New York continues to take the lead in addressing the foreclosure problem in many ways including legislation, counseling forums, data gathering, and advocating inter-agency and inter-state cooperation."

The six organizations awarded grants from DHCR are:

\$705,000 to Nassau Suffolk Law Services Committee, Inc., which will partner with Long Island Housing Partnership, CDC of Long Island, Nassau County Housing and Homeless Services, and Long Island Housing Services to expand existing education, financial counseling, and legal services in Nassau and Suffolk Counties.

\$516,000 to Community Development Corporation of Long Island, which will partner with Central Islip Civic Council and Nassau Suffolk Law Services Committee, Inc. to expand existing foreclosure prevention services in Nassau and Suffolk Counties.

\$180,000 to Opportunities for Chenango, Inc., which will partner with the Legal Aid Society of Mid-New York to implement a foreclosure prevention program in Chenango, Otsego, Delaware, and parts of Broome and Madison Counties.

\$350,000 to Rockland Housing Action Coalition, Inc., which will partner with the Legal Services of Rockland county to provide homeowners in Rockland and Orange counties with a full spectrum of housing counseling and legal services to help avoid foreclosure.

\$660,000 to Hudson River Housing, Inc., which will partner with Rural Ulster Preservation Company, Rural