

**FIRST AMENDMENT TO  
MANAGEMENT CONTRACT**

THIS FIRST AMENDMENT TO MANAGEMENT CONTRACT ("**First Amendment**"), entered into as of this 27<sup>th</sup> day of May, 2016 and effective as of July 1, 2016 ("**Effective Date**"), by and between the PHILADELPHIA HOUSING DEVELOPMENT CORPORATION ("**PHDC**") and the PHILADELPHIA LAND BANK (the "**Land Bank**").

**BACKGROUND**

A. PHDC and the Land Bank entered into a Management Contract ("**Contract**") effective as of July 17, 2015 which, among other things, provided for reimbursement by the Land Bank to PHDC for certain personnel costs and certain operational and office expenses.

B. PHDC and the Land Bank desire to amend a portion of the Contract to adjust the reimbursement for these categories of expenses.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Section III.A of the Contract is deleted in its entirety and in place thereof the following shall be inserted:



### III. COMPENSATION AND METHOD OF PAYMENT

A. As compensation for all services provided hereunder, the Land Bank shall pay PHDC, on a monthly basis:

(1) The actual monthly salary and fringe benefit expenses for each PHDC employee who performs work related to Land Bank activities during the month for which expenses are invoiced, as documented in PHDC's labor-allocation sheets; and

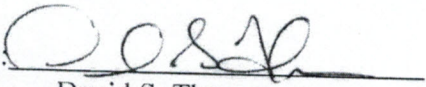
(2) For the period of July 1, 2016 through June 30, 2017, twenty percent (20%) of the aggregate general and administrative expenses (as more specifically identified on the Exhibit A- Revised attached hereto and incorporated by reference) incurred by PHDC and the Land Bank, as calculated by the Finance Director of PHDC. For each subsequent fiscal year during the term of the Contract, PHDC and the Land Bank shall memorialize the pro-rata allocation of the aggregate general and administrative expenses for such fiscal year in a contract amendment; and

PHDC shall be paid after timely submission of invoices to the Land Bank, in the number, form and content acceptable to the Land Bank, accompanied by such additional supporting information and documentation as the Land Bank may require. All payments to PHDC are contingent upon satisfactory performance of the terms and conditions of this Contract. PHDC shall submit its final invoice not more than sixty (60) days from the completion of the services provided hereunder.

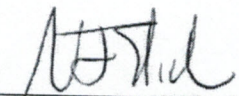
2. All other paragraphs and provisions of the Contract, as amended by this First Amendment, shall remain unchanged and continue in full force and effect.

**EXECUTED**, under seal, effective as of the Effective Date.

**PHILADELPHIA HOUSING  
DEVELOPMENT CORPORATION**

By:   
David S. Thomas  
Interim Executive Vice President

**PHILADELPHIA LAND  
BANK**

By:   
Nicholas J. Scafidi  
Interim Executive Director



## **EXHIBIT A - REVISED**

PHDC's general and administrative expenses, to be allocated to the Land Bank using the calculated pro rata share, will include:

- General Liability Insurance for office premises
- Directors and Officers Insurance for Employment Practices Liability
- Fidelity Insurance
- Rental of office space
- Leasehold improvements
- Workers' Compensation
- Copiers
- Printing & Duplication
- Payroll Services
- Phone system (landlines)