

**THIRD AMENDMENT
TO THE HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM
COMMUNITY BANK / CREDIT UNION PARTICIPATION AGREEMENT
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
SUNCOAST CREDIT UNION**

THIS THIRD AMENDMENT ("Amendment") to the Hardest Hit Fund Principal Reduction Program Contract is entered into and effective as of January 2, 2018, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and SUNCOAST CREDIT UNION ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract, dated January 2, 2014, ("Contract") wherein Service Provider agreed to participate in the Hardest Hit Fund Principal Reduction Program. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning January 2, 2014, and ending January 1, 2016.
- C. Section A.18. of the Contract provides that the Contract may be renewed for three, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the third one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of January 2, 2018. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the third one-year renewal term, beginning January 2, 2018, and ending January 1, 2019. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

1. The Contract is amended by deleting subsection A.5. in its entirety and replacing with the following:

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Service Provider in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Service Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Service Provider will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the Service Provider is acting on behalf of Florida Housing.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide

public records relating to this contract, contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org**

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT to this Contract, by a duly authorized representative, effective as of January 2, 2018.

SUNCOAST CREDIT UNION

By: Shawn M Manty

Date: 12/19/17

Name/Title: Vice President Member Solutions

FEIN: 59-0291451

FLORIDA HOUSING FINANCE CORPORATION

By: [Signature]

Date: 12-20-17

Name/Title: Hugh A. Brown - General Counsel

**SECOND AMENDMENT
TO THE HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM
COMMUNITY BANK / CREDIT UNION PARTICIPATION AGREEMENT
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
SUNCOAST CREDIT UNION**

THIS SECOND AMENDMENT (“Amendment”) to the Hardest Hit Fund Principal Reduction Program Contract is entered into and effective as of January 2, 2017, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and SUNCOAST CREDIT UNION (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract, dated January 2, 2014, (“Contract”) wherein Service Provider agreed to participate in the Hardest Hit Fund Principal Reduction Program. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning January 2, 2014, and ending January 1, 2016.
- C. Section A.18. of the Contract provides that the Contract may be renewed for three, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the second one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of January 2, 2017. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the second one-year renewal term, beginning January 2, 2017, and ending January 1, 2018. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

1. The Contract is amended by appending the following to subsection A.5.:

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org**

2. The Contract is amended further by creating Item 19 under Section A:

19. The Financial Institution understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to this Contract, by a duly authorized representative, effective as of January 2, 2017.

SUNCOAST CREDIT UNION

By: 

Name/Title: SVP, Enterprise Risk Management

Date: 11/1/16

FEIN: 59-0291451

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director

Date: 11/1/16

**FIRST AMENDMENT
TO THE HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM
COMMUNITY BANK / CREDIT UNION PARTICIPATION AGREEMENT
BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
SUNCOAST CREDIT UNION**

THIS FIRST AMENDMENT ("Amendment") to the Hardest Hit Fund Principal Reduction Program Community Bank/Credit Union Participation Agreement is entered into and effective as of January 2, 2016, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and SUNCOAST CREDIT UNION ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into this Contract dated January 2, 2014, ("Contract") wherein Service Provider agreed to participate in the Hardest Hit Fund Principal Reduction Program. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning January 2, 2014, and ending January 1, 2016.
- C. Section A.18. of the Contract provides that the Contract may be renewed for three, one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of January 2, 2016. The above recitals are true and correct and form a part of this Amendment.
- 2. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning January 2, 2016, and ending January 1, 2017. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.
- 3. Public Records. The Contract is amended by deleting subsection A.5. thereof in its entirety and substituting in its place the following:

"Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Service Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2), Fla. Stat., the Service Provider is required "to comply with public records laws, specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

4. General Terms and Conditions.

(a) This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(c) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(d) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(e) Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to this Contract, by a duly authorized representative, effective as of the Effective Date.

SUNCOAST CREDIT UNION

By: 

Name/Title: Jacquelyne Gilbert / Vice President member Solutions

Date: 12/31/15

FEIN: 59-0291451

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director

Date: 1/5/16

**Hardest Hit Fund Principal Reduction Program
Community Bank / Credit Union Participation Agreement
Between
Florida Housing Finance Corporation
And
Suncoast Schools Federal Credit Union**

This Community Bank / Credit Union Participation Agreement for Hardest Hit Fund (HHF) Principal Reduction (PR) Program is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and SUNCOAST SCHOOLS FEDERAL CREDIT UNION, a Credit Union located at 6801 E. Hillsborough Ave, Tampa, FL 33610. This Agreement shall become effective upon the date the last party signs the Agreement (Effective Date).

A. The undersigned hereby confirm their mutual agreement on the following principles relating to the Financial Institution's participation in Florida Housing's Hardest Hit Fund (HHF) Principal Reduction program:

1. The Financial Institution is responsible for the qualification of borrowers to receive HHF funding. The Financial Institution will receive assignments from applicants who indicate that their first mortgage is with the Financial Institution. The Financial Institution may also identify clients that may be eligible to receive HHF funding.
2. The Financial Institution shall establish specific points of contact for HHF cases for Florida Housing. This includes call center and email provisions for Florida Housing. Florida Housing will also establish points of contact for the Financial Institution.
3. The Financial Institution shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this paragraph 3. and elsewhere in this Agreement, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

4. The Financial Institution shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for PR assistance in accordance with the applicable eligibility guidelines under this Agreement.
5. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the HHF Advisor in connection with this Agreement is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The HHF Advisor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.
6. Florida Housing will provide a secure process to submit borrowers for HHF funding. There will be no cost of use for the Financial Institution to access.
7. All HHF programs will be conducted in accordance with the program descriptions and requirements detailed in this agreement and the attached Program Term Sheet. It is the Financial Institution's responsibility to obtain any investor and mortgage insurer approval.
8. Participation in the HHF program is voluntary and either party may terminate the agreement without cause on 30 days written notice.
9. The Financial Institution must secure written authorization from each borrower to share information.
10. For principal reduction assistance, program funds will only be applied to reduce the outstanding principal loan balance.
11. The Financial Institution will be required to recast a borrower's first mortgage loan, except if the loan is in a GNMA security (i.e. FHA, VA or USDA-RD loans). Borrowers with GNMA-secured loans will be required to execute a streamline (or equivalent) refinance to receive the benefit of incremental forgiveness of the HHF loan. Both the recast and the refinance must result in a lower monthly mortgage payment for the borrower.
12. The Financial Institution is responsible for timely application of Florida Housing funds; the Financial Institution shall hold the borrower harmless if payments are not applied timely. The Financial Institution agrees to provide reports to document that funds were applied.
13. The Financial Institution is responsible for determining the eligibility of the borrower for the PR program and any potential, related fraud detection.

14. The Financial Institution should notify Florida Housing of any ongoing action against a borrower, including fraud-related activities, and if it has evidence that the property is non-owner occupied.
15. The Financial Institution acknowledges and agrees this Agreement is subject to modification or amendment during its term resulting from requirements or changes, if any, as may be imposed from time to time by US Treasury in connection with the funding under the Housing Finance Agency Innovation Fund for the Hardest-Hit Housing Markets (HFA Hardest-Hit Fund), or any future funding related thereto.
16. The Financial Institution agrees to comply with quality control, compliance, and evaluation of the Principal Reduction Program for activities performed pursuant to the Agreement.
17. A technical assistance provider (TAP) will be made available to the Financial Institution to assist with questions that may arise. Florida Housing may require that the Financial Institution accept technical assistance if at any time deficiencies in performance are identified under this Agreement.
18. The term of this Agreement shall be for a period of two (2) years following the Effective Date, subject to satisfactory performance of the Financial Institution at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Agreement may be renewed up to three (3) times. Each renewal shall be for an additional one year period.

B. Borrower Requirements for Program Participation

The Financial Institution shall use the applicable criteria set forth in the Hardest-Hit Fund Principal Reduction (HHF-PR) Advisor Procedures Manual (the "HHF-PR Advisor Procedures Manual") dated July 2013 to determine the Applicant's eligibility for Principal Reduction Program assistance. From time to time, updated procedures will also be made available to the Financial Institution in the CounselorDirect system.

The Financial Institution is required to apply the eligibility criteria and procedures in effect at the time the eligibility determination is made for an Applicant. As used herein, the term HHF-PR Advisor Procedures Manual shall mean the HHF-PR Advisor Procedures Manual as amended or modified from time to time during the term of this Agreement.

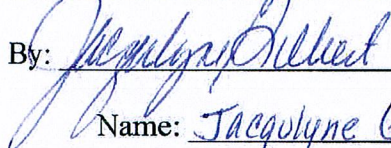
C. Reporting Activities

All reports to be submitted in an electronic format acceptable to Florida Housing.

Once the Financial Institution determines eligibility, the Financial Institution will be required to verify and/or enter all data elements required in CounselorDirect at each threshold for payment (i.e. Eligibility Determination and Closing).

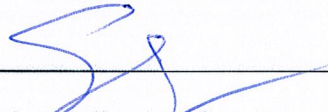
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as duly authorized.

SUNCOAST SCHOOLS FEDERAL CREDIT UNION

By: 
Name: Jacquelyne Gilbert
Title: VP Loss Mitigation

FEIN: 59-0291451
Date: 10/3/13

FLORIDA HOUSING FINANCE CORPORATION

By: 
Name: Stephen P. Auger
Title: Executive Director

Date: 11/2/14