

AMENDMENT NUMBER TWO

THIS AMENDMENT NUMBER TWO is made this 15th day of December, 2015 by and between U.S. Bank National Association, a national banking association (the "Bank") and Florida Housing Finance Corporation (the "Corporation") (the "Amendment").

WHEREAS, SunTrust Bank and the Corporation entered into a Custody Agreement dated April 17, 2002, (the "Custody Agreement"); and

WHEREAS, SunTrust Bank assigned all right, title and interest it possessed in the Custody Agreement to the Bank under an Assignment and Assumption Agreement between SunTrust Bank and the Bank dated December 8, 2009 (the "Assignment"); and

WHEREAS, the Custody Agreement was amended by the Bank and the Corporation pursuant to Amendment Number One dated December 8, 2009 (the "Prior Amendment"); and

WHEREAS, the Bank and the Corporation wish to amend the Custody Agreement as set forth below:

NOW THEREFORE, for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

Section 3 of the Custody Agreement is hereby deleted in its entirety and replaced with the following:


"The Bank agrees to collect and receive the income, dividends and profits of the investments placed in its charge under the terms of this Agreement, or which may hereafter be so placed, and agrees to act as custodian for the purpose of maintaining good faith accounts on behalf of the Corporation and holding therein such securities and funds as shall be received. Following the successful closing of a bond issue, unless directed otherwise in writing by the Corporation, the Bank will return the balance of the respective good faith account (including any earnings thereon) to the borrower / applicant within sixty (60) days of closing. In the event any bond issue for which a good faith account has been established does not close, Bank will receive written instructions from the Corporation as to the disposition of the balance held in the good faith account (including any earnings thereon)."

Except as specifically modified by this Amendment, the Prior Amendment and the Assignment, the Custody Agreement 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 Amendment as of the 15th day of December, 2015.

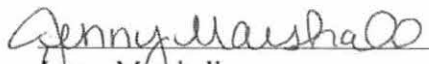
CORPORATION:

Florida Housing Finance Corporation

By: 

Stephen P. Auger
Executive Director


Attest:



Jenny Marshall
Contracts Manager

BANK:

U.S. Bank National Association

By: 

Scott A. Schuhle
Vice President

AMENDMENT NUMBER ONE

THIS AMENDMENT NUMBER ONE is made this 8th day of December, 2009 by and among U.S. Bank National Association, a national banking association (the "Bank") and Florida Housing Finance Corporation (the "Corporation"), (the "Amendment").

WHEREAS, SunTrust Bank and the Corporation entered into a Custody Agreement dated April 17, 2002 (the "Custody Agreement"); and

WHEREAS, SunTrust Bank assigned whatever right, title, and interest it possessed in the Custody Agreement to the Bank under an Assignment Agreement dated December 4, 2009 (the "Assignment"); and

WHEREAS, the Bank and the Corporation wish to amend the Custody Agreement as set forth below:

NOW THEREFORE, for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

1. Section 5 of the Custody Agreement is amended in its entirety as set forth below. "The Bank is authorized to invest according to any written instructions of any persons contained in Exhibit A; such investments may include, but not be limited to, any investments offered by the Bank or any of its subsidiaries."
2. Exhibit A, is amended in its entirety as evidenced by the attached Amended Exhibit A dated December 4, 2009.
3. The validity, effect and operation of this Amendment shall be determined by the laws of the State of Florida. The definition of terms in the introductory recital clauses are to be considered part of this Amendment. This Amendment shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Amendment shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any party solely by reason of authorship.
4. This Amendment shall be binding upon and inure to the benefit of the parties hereto and to their heirs, executors, administrators, successors and assigns.
5. The parties hereto agree to execute any and all supplemental documents and to take all further actions which may be reasonably necessary to give full force and effect to the terms and intent of this Amendment.
6. Except as otherwise amended herein the Custody Agreement shall remain in full force and effect.

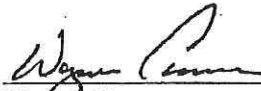
IN WITNESS WHEREOF, the parties have executed this Amendment as of the 8th day of December, 2009.

CORPORATION:

Florida Housing Finance Corporation

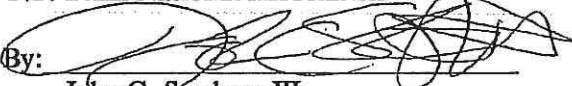
By: 
Barbara E. Goltz
Its Chief Financial Officer

Attest:


Wayne Comer
Assistant Secretary

BANK:

U.S. Bank National Association

By: 
John C. Stephens III
Its Vice President

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made this 8th day of December, 2009 by and among SunTrust Bank, duly authorized under its Charter and the laws of the State of Georgia and duly qualified under the laws of the State of Florida, (the "Assignor"), and U.S. Bank National Association, a national banking association (the "Assignee").

WHEREAS, Assignor and Assignee are party to a Purchase Agreement dated July 24, 2006 by and between the parties (the "Purchase Agreement"); and

WHEREAS, in connection with the Purchase Agreement, Assignor sold certain corporate trust business to the Assignee, including corporate trust business associated with the Florida Housing Finance Corporation, ("the Corporation"), specifically business associated with a Custody Agreement dated April 17, 2002 by and between the Corporation and the Assignor, ("the Custody Agreement"); and

WHEREAS, the Assignor wishes, pursuant to the terms set forth in this Assignment, to assign to the Assignee whatever right, title, and interest it may possess in the Custody Agreement.

NOW THEREFORE, for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

1. Assignor hereby assigns to the Assignee all right, title, and interest which it may possess in the Custody Agreement.
2. Assignee hereby accepts and agrees to be bound as assignee to the terms of the Custody Agreement.
3. This Assignment may be executed in separate counterparts, which shall together constitute the single agreement of the parties. This Assignment shall be effective as of the date first written above.
4. The validity, effect and operation of this Assignment shall be determined by the laws of the State of Florida. The definition of terms in the introductory recital clauses are to be considered part of this Assignment. This Assignment shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Assignment shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any party solely by reason of authorship.
5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their heirs, executors, administrators, successors and assigns.
6. The parties hereto agree to execute any and all supplemental documents and to take all further actions which may be reasonably necessary to give full force and effect to the terms and intent of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the 8th day of December, 2009.

ASSIGNOR:

SunTrust Bank

By: 

John C. Stephens III
Its Attorney in Fact under a Limited Power
of Attorney executed by SunTrust Bank on
October 30, 2006.

ASSIGNEE:

U.S. Bank National Association

By: _____

Brian K. Justice

Its Vice President

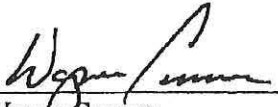
CONSENTED TO BY:

Florida Housing Finance Corporation

By: 

Barbara E. Goltz
Its Chief Financial Officer

Attest:


Wayne Conner

Assistant Secretary

IN WITNESS WHEREOF, the parties have executed this Assignment as of the 4th day of December, 2009.

ASSIGNOR:

SunTrust Bank

By: _____
John C. Stephens III
Its Attorney in Fact under a Limited Power
of Attorney executed by SunTrust Bank on
October 30, 2006.

ASSIGNEE:

U.S. Bank National Association

By: Brian K. Justice
Brian K. Justice
Its Vice President

CONSENTED TO BY:

Florida Housing Finance Corporation

By: _____
[Name]
Its [Title]

Attest:

Tax ID 593451366

CUSTODY AGREEMENT

THIS CUSTODY AGREEMENT (this "Agreement"), dated as of April 17, 2002 by and between Florida Housing Finance Corporation, organized and existing under the laws of the State of Florida ("the Corporation") and SunTrust Bank, duly authorized under its Charter and the laws of the State of Georgia and duly qualified under the laws of the State of Florida, having its principal place of business at 225 E. Robinson Street, Suite 250, Orlando, Florida 32801 (the "Bank").

WITNESSETH:

WHEREAS, the Corporation desires to retain and employ the Bank to act, and the Bank is willing to act, as custodian of **Good Faith** funds of the Corporation; and

WHEREAS, the Corporation and the Bank desire to set forth the Bank's duties as custodian and the compensation to be paid to the Bank for its services.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the Corporation and the Bank agree as follows:

1. The Corporation does hereby retain and employ the Bank as custodian for the purpose of maintaining **Good Faith** accounts on the Corporation's behalf and holding therein such securities and funds as shall be received by the Bank from the Corporation, the income therefrom, and the proceeds, investments, and reinvestments thereof. A written list of all such securities and funds shall be given by the Corporation to the Bank no later than the time such property is delivered to the Bank.

2. Notwithstanding the foregoing or any other provision of this Agreement, the Bank shall have no investment management or investment advisory responsibility hereunder, and the Corporation shall be solely responsible for the investment and reinvestment of funds and securities held by the Bank hereunder. The Bank shall invest funds and securities placed in its care by the Corporation as specified by the Corporation in accordance with paragraph 5 hereof and the Bank shall not be liable or responsible for any loss resulting from any such investment. The Bank shall not be liable or responsible for the use or application by the Corporation of any moneys payable to the Corporation hereunder. The Bank shall have no duty to ascertain whether the Corporation is in compliance with any applicable statute, regulation or law.

3. The Bank agrees to collect and receive the income, issues, dividends and profits of the investments placed in its charge under the terms of this Agreement, or which may hereafter be so placed, and agrees to pay over to the Corporation the income as collected after Closing has occurred, but no later than 60 days after Closing.

4. The Bank shall collect and receive the principal of all investments that may from time to time within its care, when and as the same may mature or be redeemed. The Bank shall hold all principal monies as collected and received in a principal account, until the principal money shall be invested or withdrawn at the direction of the Corporation.

5. The Bank is authorized to purchase and sell in STI Classic US Treasury Securities Fund rated AAA by Standard & Poor's on the written instructions of any of those persons contained in Exhibit A.

6. The Bank agrees to submit to the Corporation monthly a list of the investments and a statement of account, showing all transactions of the principal and income since the date of the last preceding statement. Upon expiration of sixty (60) days from the date of submission to the Corporation of any such monthly statement of account, the Bank shall be forever released and discharged from all liability and accountability to anyone with respect to the transactions therein disclosed, except with respect to such transactions as to which the Corporation shall within such sixty (60) days file with the Bank written objections.

7. Subject to the Bank's consent, additional moneys, securities, and investments of the Corporation may from time to time be delivered and deposited with the Bank and placed in its care by the Corporation under the terms of this Agreement.

8. The Corporation may withdraw any and all securities, investments and uninvested principal moneys from the Bank. Upon an appropriate receipt of such order for each withdrawal, the Bank shall deliver the withdrawn securities, investments and principal moneys that may have been placed in its charge, to the Corporation.

9. The Bank shall maintain complete accounting records showing all transactions applicable to the principal and income portfolios within the account.

10. Securities held by the Bank under this agreement may be registered and voted in the name of the Bank or its nominee. The Bank shall mail to the Corporation all proxy requests, notices of shareholders' meetings, and the like. The Bank shall not vote upon any stocks, bonds, or other securities, or exercise any proxies with respect to the same, unless the ballots (or other similar materials) are delivered to the Bank by the Corporation with instructions from the Corporation as to the action to be taken by the Bank.

11. This agreement may be amended at any time, in such manner as may be mutually agreed upon in writing by the Bank and the Corporation, and may be terminated at any time by either party, by delivery of thirty (30) days written notice thereof to the other party, whereupon all assets shall be paid over and delivered to the Corporation, or its designee, upon an appropriate receipt.

12. The Bank may rely absolutely upon the genuineness and authorization of the signature and purported signature of any authorized representative of the Corporation listed on Exhibit A, upon any instruction, notice, release, request, affidavit, or other document delivered to it, including without limitation any such document delivered by facsimile transmission.

13. If at any time, there shall exist any dispute between the Corporation, the Custodian, any Borrower or any other person with respect to the holding or disposition of any portion of the Good Faith Funds or if at any time the Custodian is unable to determine, to the Custodian's satisfaction, the proper disposition of any portion of the Good Faith Funds or earnings thereof, or the

Custodian's proper actions with respect to its obligations hereunder, in its sole discretion, take either or both of the following actions:

(a) Suspend the performance of any of its obligations under this Custody Agreement until such dispute or uncertainty shall be resolved to the satisfaction of the Custodian or until a successor to the Custodian shall have been appointed (as the case may be); provided however, the Custodian shall continue to invest the Good Faith Funds in accordance with section 5 hereof; and/or

(b) Petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Orange County, Florida, for instructions with respect to such dispute or uncertainty and pay into such court all funds held by it in the Good Faith Funds for holding and disposition in accordance with the instructions of such court.

14. In lieu of payment of compensation to the Bank for its services hereunder, the Corporation agrees to invest the available funds in the Good Faith accounts in STI Classic US Treasury Securities Fund (paragraph 5).

15. The Bank shall keep accurate and complete accounts of all investments, receipts, disbursements, and other transactions hereunder, and all accounts and records relating thereto shall be open to inspection and audit at reasonable times by any person designated in writing by the Corporation.

16. 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 Bank in connection with this Custody Agreement is subject to the provisions of Sections 119.01-.19, Florida Statutes, as may be amended from time to time (hereinafter called "Florida's Public Records Law"). The Bank acknowledges familiarity with Florida's Public Records Law and agrees to comply with same, unless such documents are specifically exempted.

17. All written communications from the Bank to the Corporation shall be addressed to:

Florida Housing Finance Corporation
227 N Bronough St, Suite 5000
Tallahassee, FL 32301-1329
Attn:

or to such other address as may be designated in a written notice from the Corporation to the Bank. All communications addressed in the above manner and sent by ordinary mail, registered mail, national overnight courier service (including, without limitation, Federal Express), or delivered by hand, shall be sufficient for the purpose of providing written notice under this Agreement.

18. All written communications from the Corporation to the Bank shall be addressed to:

SunTrust Bank
225 East Robinson Street
Suite 250
Orlando, FL 32801
Attention:

or to such other address as may be designated in a written notice from the Bank to the Corporation. All such communications must actually be received by the Bank to be effective.

19. Either party without the written consent of the other party shall not assign this Agreement.

20. No modification of this Agreement shall be valid unless made by written agreement, executed and approved by the parties hereto.

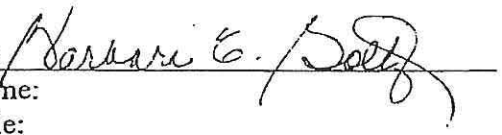
21. Should any section or part of any section of this Agreement be declared void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other section or other part of any section of this agreement.

22. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their official seals to be hereunto affixed and attested as of the date first written above.

Florida Housing Finance Corporation:

Attest: 

By: 
Name:
Title:

SunTrust Bank

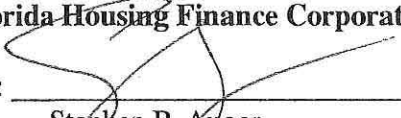
By: 
Name: Beth Driggs
Title: Assistant Vice President

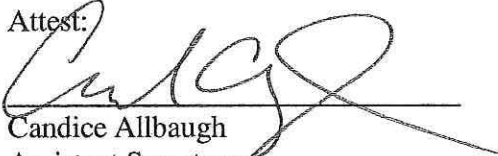
Amended Exhibit A

In accordance with paragraph 5 of the Custody Agreement (the "Agreement") between Florida Housing Finance Corporation (the "Corporation") and U.S. Bank National Association (the "Bank") as successor trustee to SunTrust Bank under an assignment dated December 4, 2009, the Bank is hereby notified that the following persons shall be authorized representatives of the Corporation from whom the Bank may accept instruction to purchase and sell stocks, bonds and other securities and from you may accept notices, directions or instructions on any other matter concerning the Agreement until you are otherwise notified:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Barbara E. Goltz</u>	<u>Chief Financial Officer</u>	<u></u>
<u>Angeliki G. Sellers</u>	<u>Comptroller</u>	<u></u>
<u>Melanie Weathers</u>	<u>Bond Administrator</u>	<u></u>
<u>Kenneth Derrickson</u>	<u>Assistant Comptroller</u>	<u></u>

Florida Housing Finance Corporation

By: 
Stephen P. Auger
Executive Director
Dated: 4/17/14

Attest: 
Candice Allbaugh
Assistant Secretary