

FIRST AMENDMENT TO GNMA CUSTODY AGREEMENT

This First Amendment to Custody Agreement, dated and effective as of April __, 2017, by and between the Housing Finance Authority of Manatee County, Florida (the "Authority") and U.S. Bank National Association, as custodian (the "Custodian").

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain Custody Agreement, dated as of February 1, 2013 (the "Original Agreement"), whereby the Custodian has agreed to hold certain amounts and act on behalf of the Authority in connection with the purchase and sale or delivery of GNMA Certificates related to Mortgage Loans originated in the Program Area and the funding of down payment assistance for certain of said Mortgage Loans, as defined in and pursuant to the GNMA Purchase Agreement, dated as of February 1, 2013, between the Authority and Raymond James & Associates, Inc., as amended (the "GNMA Purchase Agreement"); and

WHEREAS, the parties hereto desire to amend the Original Agreement to provide for the purchase and sale of Freddie Mac Certificates and Fannie Mae Certificates (related to Mortgage Loans funded in the Program Area) in addition to GNMA Certificates; and

WHEREAS, all terms not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement or the GNMA Purchase Agreement; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. Any reference in the Original Agreement to "GNMA Certificates" shall be a reference to GNMA Certificates, Freddie Mac Certificates and Fannie Mae Certificates. The Custodian Fees (as set forth in Exhibit B to the Original Agreement) shall be the same for GNMA Certificates, Fannie Mae Certificates and Freddie Mac Certificates. The amounts payable to the Authority relating to the GNMA Certificates, Freddie Mac Certificates or Fannie Mae Certificates shall continue to be paid as provided in accordance with the terms of the Original Agreement.

SECTION 2. Except as amended by Section 1, the Original Agreement shall remain in full force and effect.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, authorized officers of the parties have duly executed this First Amendment to Custody Agreement as of the day and year first written above.

**HOUSING FINANCE AUTHORITY OF MANTEE
COUNTY, FLORIDA**

By: _____
Name: James J. Heagerty, Jr.
Title: Chairman

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Scott A. Schuhle
Title: Vice President