

FIRST AMENDMENT TO FINANCING AGREEMENT

This First Amendment to Financing Agreement (the "Amendment") is entered into as of the 1st day of August, 2018, among **SunTrust Bank**, a Georgia banking corporation as bondholder (the "Bondholder"), the **Pinellas County Industrial Development Authority d/b/a Pinellas County Economic Development Authority**, a public body corporate and politic duly organized and existing under the Constitution and laws of the State of Florida, as issuer (the "Issuer") and the **Young Men's Christian Association of the Suncoast, Inc.**, a Florida not-for-profit corporation (the "Borrower"), for the purpose of amending the Financing Agreement dated as of September 12, 2012 (the "Agreement") among the Bondholder, the Issuer and the Borrower as provided herein.

WHEREAS, the Issuer issued its Pinellas County Industrial Development Authority Industrial Development Refunding Revenue Bonds (YMCA of the Suncoast Project), Series 2012 (the "Bonds") on September 12, 2012 which were purchased by the Bondholder; and

WHEREAS, the Bondholder, the Issuer and the Borrower entered into the Agreement, pursuant to which the Issuer made available to the Borrower the proceeds from the sale of the Bonds to the Bondholder; and

WHEREAS, pursuant to Section 9.05 of the Agreement, the terms of the Agreement may be amended with the consents of the parties thereto and an opinion of Bond Counsel (as defined in the Agreement) is delivered which provides that the tax-exempt status of the Bonds is not adversely affected by such amendment; and

WHEREAS, the Borrower and the Bondholder have previously agreed to amend certain terms of the Agreement and now desire to formalize such amendments in this Amendment;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendments to the Agreement.

A. The following definitions are hereby added to Section 1.01 of the Agreement:

"Applicable Percentage" means (a) prior to the Rate Change Date, 0.77, and (b) on and after the Rate Change Date, 0.8140.

"Applicable Spread" means 1.60%.

"Base Rate" means the higher of (i) the per annum rate that SunTrust Bank announces from time to time as its prime lending rate, as in effect from time to time, and (ii) the Federal Funds Rate, as in effect from time to time, plus one-half of one percent (0.50%) per annum. SunTrust Bank's prime lending rate is a reference or benchmark rate, is purely discretionary, and does not necessarily represent the lowest or best rate

actually charged to any customer. SunTrust Bank may make commercial loans or other loans at rates of interest at, above, or below its prime lending rate. Each change in SunTrust Bank's prime lending rate or the Federal Funds Rate shall be effective from and including the date of such change.

"LIBOR Business Day" means a day on which the Bondholder is open for business and on which dealings in U.S. dollar deposits are carried on in the London Inter-Bank Market.

"Rate Change Date" means August 1, 2018.

B. The following definitions in Section 1.01 of the Agreement are hereby amended and restated in their entirety to read as follows:

"Interest Rate" except as otherwise provided herein, means a per annum rate equal to (i) the Applicable Percentage multiplied by the sum of LIBOR plus the Applicable Spread, multiplied by (ii) the Margin Rate Factor, and subject to adjustment to reflect changes in LIBOR and in the Margin Rate Factor and in accordance with Section 2.03 hereof.

"LIBOR Rate" means that rate per annum effective on any Interest Rate Determination Date which is equal to the quotient of: (i) the rate per annum equal to the offered rate for deposits in U.S. Dollars for a one (1) month period, which rate appears on that page of Reuters reporting service, or such similar service as determined by the Bondholder, that displays ICE Benchmark Administration ("ICE") (or any successor thereto if ICE is no longer making a London Interbank Offered Rate available) interest settlement rates for deposits in U.S. Dollars as of 11:00 a.m. (London, England time) two (2) LIBOR Business Days prior to the Interest Rate Determination Date; provided, that if no such offered rate appears on such page, the rate used for such interest period will be the per annum rate of interest determined by the Bondholder to be the rate at which U.S. dollar deposits for the interest period, are offered to the Bondholder in the London Interbank Market as of 11:00 a.m. (London, England time), on the day which is two (2) LIBOR Business Days prior to the Interest Rate Determination Date, divided by (ii) a percentage equal to 1.00 minus the maximum reserve percentages (including any emergency, supplemental, special or other marginal reserves) expressed as a decimal (rounded upward to the next 1/100th of 1%) in effect on any day to which the Bondholder or an affiliate thereof is subject with respect to any LIBOR loan pursuant to regulations issued by the Board of Governors of the Federal Reserve System with respect to eurocurrency funding (currently referred to as "eurocurrency liabilities" under Regulation D). This percentage will be adjusted automatically on and as of the effective date of any change in any reserve percentage. If quotient is less than zero, LIBOR shall be deemed to be zero.

If, at any time, the Bondholder shall have determined (which determination shall be conclusive and binding upon the Issuer and the Borrower) that, by reason of

circumstances affecting the relevant interbank market, adequate means do not exist for ascertaining LIBOR, or the Bondholder shall have determined that LIBOR does not adequately and fairly reflect the cost of maintaining its investment in the Series 2012 Bonds, or if any Change in Law shall make it unlawful or impossible for the Bondholder to establish the interest rate on the Series 2012 Bonds based upon LIBOR, the Bondholder shall give written notice (or telephonic notice, promptly confirmed in writing) to the Issuer and the Borrower as soon as practicable thereafter. Until the Bondholder shall notify the Issuer and the Borrower that the circumstances giving rise to such notice no longer exist, the Interest Rate on the Series 2012 Bonds, from the date of such determination by the Bondholder, shall be established at a rate equal to (x) the Applicable Percentage multiplied by the sum of the Base Rate plus the Applicable Spread, multiplied by (y) the Margin Rate Factor.

"Margin Rate Factor" means greater of (a) 1.00 and (b) a fraction, the numerator of which is equal to 1.00 minus the Maximum Federal Corporate Tax Rate on the date of calculation and the denominator of which is (a) prior to the Rate Change Date 0.65, and (b) on and after the Rate Change Date 0.79. The Margin Rate Factor shall increase or decrease from time to time effective as of the effective date of any decrease or increase in the Maximum Federal Corporate Tax Rate but in no event shall the Margin Rate Factor be less than 1.00; provided, however, should the Marginal Corporate Rate increase the Borrower on behalf of the Issuer must notify the Bondholder in writing of any errors to such rate and the Bondholder shall only be responsible to correct such rate for no more than 30 days prior to notification of the Bondholder.

"Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Bondholder, the maximum statutory rate of federal income taxation which could apply to the Bondholder). As of January 1, 2018 the Maximum Federal Corporate Tax Rate is 21%.

SECTION 2. Representations and Warranties.

A. In order to induce the parties to execute and deliver this Amendment, the Bondholder, the Issuer, and the Borrower hereby reaffirms and hereby make each of the representations and warranties contained in the Agreement as of the date hereof, and all references to the Agreement therein shall be deemed to also refer to the Agreement, as amended by this Amendment.

B. In addition to the foregoing, the Borrower represents and warrants as follows:

(i) The execution, delivery and performance by the Borrower of this Amendment are within its powers, have been duly authorized by all necessary action

and do not contravene any law or any contractual restriction binding on or affecting the Borrower.

(ii) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body not otherwise undertaken is required for the due execution, delivery and performance by the Borrower of this Amendment.

(iii) This Amendment constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower, in accordance with its terms.

C. In addition to the foregoing, the Issuer represents and warrants as follows:

(i) The execution, delivery and performance by the Issuer of this Amendment are within its powers, have been duly authorized by all necessary action and do not contravene any law or any contractual restriction binding on or affecting the Issuer.

(ii) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Issuer of this Amendment.

(iii) This Amendment constitutes a legal, valid and binding obligation of the Issuer, enforceable against the Issuer, in accordance with its terms.

D. In addition to the foregoing, the Bondholder represents and warrants as follows:

(i) The execution, delivery and performance by the Bondholder of this Amendment are within its powers, have been duly authorized by all necessary action and do not contravene any law or any contractual restriction binding on or affecting the Bondholder.

(ii) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Bondholder of this Amendment.

(iii) This Amendment constitutes a legal, valid and binding obligation of the Bondholder, enforceable against the Bondholder, in accordance with its terms.

SECTION 3. Covenants. The Bondholder, the Issuer and the Borrower hereby reaffirms its agreement to observe and perform each of the respective covenants and obligations of the Bondholder, the Issuer and the Borrower contained in the Agreement.

SECTION 4. Counterparts. This Amendment may be executed in multiple counterparts, all of which shall constitute one and the same instrument, each of which shall be deemed to be an original.

SECTION 5. Limited Scope. Except as expressly amended hereby, all other provisions of the Agreement shall remain in full force and effect.

SECTION 6. Conditions to Effectiveness of Amendment. This Amendment shall be effective on August 1, 2018, provided that all of the following conditions have been fulfilled:

- A. Delivery by the parties hereto of an executed counterpart of this Amendment.
- B. A Bond Counsel opinion is delivered providing in effect, that the interest on the Bonds is excludable from gross income for federal income tax purposes.
- C. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Bondholder and its counsel.

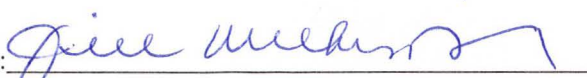
SECTION 7. Express Consent to Amendment. For avoidance of doubt, for the purposes of Section 9.05 of the Agreement, each of the parties hereto hereby expressly consent to the amendments to the Agreement described in Section 1 hereof.

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IN WITNESS WHEREOF, the Bondholder, the Issuer and the Borrower have executed this Amendment by their respective duly authorized representatives, all as of the date first written above.

SUNTRUST BANK

By:

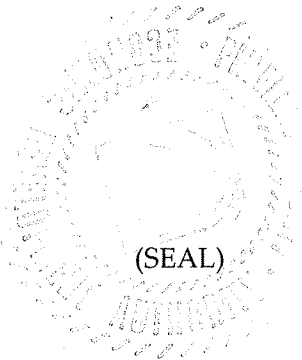


Name: Jill Wilkinson

Title: Senior Vice President

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(SEAL)

PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: Kenneth T. Welch
Name: Kenneth T. Welch
Title: Chairman

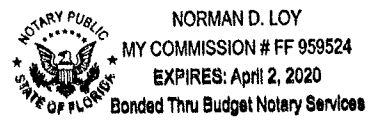
Attest:

By: Mike Meidel
Name: Mike Meidel
Title: Executive Director

APPROVED AS TO FORM
By: [Signature]
Office of the County Attorney

STATE OF FLORIDA)
COUNTY OF PINELLAS:)

The foregoing instrument was acknowledged before me this 19th day of July, 2018, by Kenneth T. Welch, as Chairman of the Pinellas County Industrial Development Authority. He is personally known to me of or he has produced _____ as identification.



Norman D. Loy
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Norman D. Loy
Commission Number: FF959524

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YOUNG MEN'S CHRISTIAN ASSOCIATION
OF THE SUNCOAST, INC.

By: _____
Name: G. Scott Goyer
Title: President/CEO

STATE OF FLORIDA)
COUNTY OF PINELLAS:)

The foregoing instrument was acknowledged before me this 27 day of July, 2018, by G. Scott Goyer, as President of Young Men's Christian Association of the Suncoast, Inc. He () is personally known to me or () has produced _____ as identification.



Jane Gunnin
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: JANE GUNNIN
Commission Number: FF 145296

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