EIGHTH AMENDMENT TO AGREEMENT BETWEEN

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AMERINATIONAL COMMUNITY SERVICES, INC AGREEMENT AND

HILLIAN CHILL	AIVIDIVUIVI	A FIRST PARTICULAR PROPERTY OF THE PROPERTY OF	uay or
	2012, by	2012, by and between the Lexington-Fayette Urban County	County
Government, Lexington,	, Kentucky	Government, Lexington, Kentucky (hereinafter "GOVERNMENT") and AmeriNational	National
Community Services, Inc. (Hereinafter "CONTRACTOR").	(Hereinafter	r "CONTRACTOR").	

dated the twenty-ninth day of August, 2002, ("Agreement") for the providing of federal funds by Community Development Block Grant and the HOME Program; GOVERNMENT to WHEREAS, the GOVERNMENT and the CONTRACTOR entered into an agreement the CONTRACTOR for servicing amortizing loans funded with

GOVERNMENT and the CONTRACTOR provided that all amendments to the Agreement WHEREAS, the Agreement entered into on the twenty-ninth day of August, be Ħ, writing and be executed Ьy 2002,

25, 2009, and May 6, 2010 WHEREAS, the GOVERNMENT and the CONTRACTOR amended the agreement on October 23, 2003, December 9, 2004, January 12, 2006; December 12, 2006, June 26, 2008, June

CONTRACTOR hereto agree as follows: promises, conditions, NOW THEREFORE, in consideration of the and covenants hereinafter set forth the foregoing and mutually agreed upon GOVERNMENT and the

- The terms of this amendment and agreement shall be extended through June 30, 2014 unless within that period GOVERNMENT gives CONTRACTOR thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to CONTRACTOR.
- 2 CONTRACTOR shall be compensated according to the attached Fee Schedule
- Ç GOVERNMENT shall provide up to an additional \$60,000 in grant funds for the support of the herein-described contractual obligations.
- 4 dated August twenty-ninth, 2002 shall remain in full force and effect In all other respects, except as specifically modified herein, the terms of the agreement

IN WITNESS WHEREOF, the parties have executed this Amendment at Lexington, Kentucky the day and year first written above.

	Lexington-Fayette Urban County Government
	BY:
ATTEST:	аш слаў, глаўсі
Clerk of Urban County Council	•
	AmeriNational Community Services, Inc.
	BY: Adrienne L. Thorson, President
	BY:
	Michael Torree FVP and COO

Loan Portfolio Management

Amortized Loans:

i. New Loan Set-Up Fee: \$40.00 per loan

ii. Monthly Service Fee: \$9.35 per loan per month.

Escrewing and/or monitoring of taxes and insurance are included with the service at no additional cost (except for a potential one-time tax service vendor fee). Please note: The establishment of a new tax service contract or the transfer of an existing contract from an the general vicinity of the project. vendor fees are outside costs passed through from outside vendors and are subject to marketplace acceptable service provider is required for the escrowing and/or monitoring of taxes. Tax service Such costs shall be reasonable and competitive with other similar services provided in

Deferred Loans:

Loans serviced by Contractor prior to date of amendment:

i. Warehouse: One time charge of \$80.00 per loan

- Ξ: Warehouse and monitor of taxes and/or insurance: one-time charge of \$125.00 per loan plus a one-time tax service vendor fee.
- Warehouse and escrow of taxes and/or insurance: one-time charge of \$60.00 per loan PLUS \$6.50 per month PLUS a one-time tax service vendor fee
- Flat fee for receiving occasional payments on deferred loans: \$9.00 per payment

Loans serviced by Contractor after to date of amendment:

i. Set-Up Fee: \$40.00 per loan

ii. Warehouse: \$2.15 per loan per month

- Warehouse and monitor of taxes and/or insurance: \$2.70 per loan per month plus a potential one-time tax service vendor fee.
- Ĭ. Warehouse and escrow of taxes and/or insurance: \$9.35 per loan per month plus a potential one-time tax service vendor fee.
- of taxes. Tax service fees are outside costs passed through from outside vendors and are subject to marketplace increases. Such costs shall be reasonable and competitive with other Please note: The establishment of a new tax service contract or the transfer of an existing similar services provided in the general vicinity of the project. contract from an acceptable service provider is required for the escrowing and/or monitoring Flat fee for receiving occasional payments on deferred loans: \$9.35 per payment

Loss Mitigation

in the portfolio. An additional \$.50 per loan per month shall be charged for credit reporting An additional servicing fee of \$3.50 per loan per month shall be charged for all amortized loans

Forbearance Plans

require the borrower to pay this fee. (usually in excess of 6 months in duration and with approval of the Client). A flat fee of \$300 per loan per occurrence will be charged to institute a formal forbearance plan Informal forbearances (usually less than 6 months in The Client may

no charge to the borrower or the Client. duration) to allow a delinquent borrower to catch up and bring their loan current are performed at

- Document Preparation: A one-time charge of \$300 to prepare documents to commence Client and within all applicable statutory limits. law, etc. limited to, conventional legal fees, sheriffs' deposits, bankruptcy closing costs, fees set by remittance or bill Client for other costs incurred in the foreclosure process such as, but not addition to the above foreclosure service fee, AmeriNational will deduct and pay from foreclosure proceedings and to manage the foreclosure process on behalf of the Client. In These fees will be accurately quoted on a case-by-case basis upon request by the
- 2 Reinstatement Terms: Client reimbursement for foreclosure services rendered, and its costs and other charges, will be made by the borrower upon reinstatement or full payment of any Deed of Trust or Mortgage under foreclosure.

Subordination Processing

A fee of \$275 per analysis per loan.

Income Re-verifications

including income, debt and program requirements, will be conducted at a fee of \$275 per file. A \$150 per file charge will be made for a level one income verification. A level two verification,

Additional fees upon occurrence include:

- σ Ordering of any income verification documents, e.g. verification of employment, verification of deposit: \$50 per document
- σ When a re-verification package, reminder letter, and report is issued by AmeriNational for non-responsive borrower, a cancellation fee of \$75 per non-responsive file.
- Ç any previously assessed cancellation fee. To reopen a file that has been assessed a cancellation fee, the file will be the full fee less
- <u>_</u> On a file for which a recommendation has been provided but is thereafter resubmitted with charged or additional information, a re-evaluation fee of \$35 per file.

Per-Event Fees

Tickler Notifications \$12.50 per notification

Property Conditions Profile: \$50.00 per occurrence

Affidavit of Owner: with a \$500 minimum fee. \$12.00 per loan (entire portfolio done at one time)

Portfolio Transfer Fee \$30.00 per loan one time fee if transferred from AmeriNational