

**EIGHTH  
AMENDMENT TO  
AGREEMENT BETWEEN  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
AND  
AMERINATIONAL COMMUNITY SERVICES, INC.  
AGREEMENT**

**THIS EIGHTH AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Lexington-Fayette Urban County Government, Lexington, Kentucky (hereinafter "GOVERNMENT") and AmeriNational Community Services, Inc. (Hereinafter "CONTRACTOR").

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

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

**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 25, 2009, and May 6, 2010

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

1. 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.
3. GOVERNMENT shall provide up to an additional \$60,000 in grant funds for the support of the herein-described contractual obligations.
4. In all other respects, except as specifically modified herein, the terms of the agreement dated August twenty-ninth, 2002 shall remain in full force and effect.

**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: \_\_\_\_\_  
Jim Gray, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Urban County Council

AmeriNational Community Services, Inc.

BY: \_\_\_\_\_  
Adrienne L. Thorson, President

BY: \_\_\_\_\_  
Michael Torres, E.V.P. and COO

## Fee Schedule

### 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.

Escrowing 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 acceptable service provider is required for the escrowing and/or monitoring of taxes. Tax service vendor fees are outside costs passed through from outside vendors and are subject to marketplace increases. Such costs shall be reasonable and competitive with other similar services provided in the general vicinity of the project.

#### Deferred Loans:

#### Loans serviced by Contractor prior to date of amendment:

- i. Warehouse: One time charge of \$80.00 per loan
- ii. Warehouse and monitor of taxes and/or insurance: one-time charge of \$125.00 per loan plus a one-time tax service vendor fee.
- iii. 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.
- iv. 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
  - iii. Warehouse and monitor of taxes and/or insurance: \$2.70 per loan per month plus a potential one-time tax service vendor fee.
  - iv. Warehouse and escrow of taxes and/or insurance: \$9.35 per loan per month plus a potential one-time tax service vendor fee.
  - v. Flat fee for receiving occasional payments on deferred loans: \$9.35 per payment
- Please note: The establishment of a new tax service contract or the transfer of an existing contract from an acceptable service provider is required for the escrowing and/or monitoring 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 similar services provided in the general vicinity of the project.

### Loss Mitigation

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

### Forbearance Plans

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

