

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

THIS NINTH AMENDMENT, made and entered into this _____ day of _____, 2014, 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 purchase of services from the CONTRACTOR to include servicing amortizing loans funded with the Community Development Block Grant and the HOME Program funds;

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, May 6, 2010, and June 7, 2012.

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, 2016 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 \$75,000 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, CEO/CFO

BY:  _____
Michael Torres, President 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 June 7, 2012:

- 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 June 7, 2012:

- 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

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

Loan Foreclosure

1. Document Preparation: A one-time charge of \$300 to prepare documents to commence foreclosure proceedings and to manage the foreclosure process on behalf of the Client. In addition to the above foreclosure service fee, AmeriNational will deduct and pay from remittance or bill Client for other costs incurred in the foreclosure process such as, but not limited to, conventional legal fees, sheriff's deposits, bankruptcy closing costs, fees set by law, etc. These fees will be accurately quoted on a case-by-case basis upon request by the Client and within all applicable statutory limits.

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

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

Additional fees upon occurrence include:

- a. Ordering of any income verification documents, e.g. verification of employment, verification of deposit: \$50 per document
- b. 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.
- c. To reopen a file that has been assessed a cancellation fee, the file will be the full fee less any previously assessed cancellation fee.
- d. 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: \$12.00 per loan (entire portfolio done at one time)
with a \$500 minimum fee.

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