



## MORTGAGE BROKER AGREEMENT

October 14, 2022

STATE OF DELAWARE  
COUNTY OF SUSSEX

This Agreement is made and entered into this Friday, October 14, 2022, by and between FIRST NATIONAL BANK of AMERICA, a National Banking Association, located at 241 E. Saginaw Highway, East Lansing, Michigan 48823 hereinafter referred to as "Lender" and TIDEMARK FCU of Sussex County, State of Delaware, whose address is 1941 Bridgeville Hwy, Seaford, Delaware 19973, hereinafter referred to as "Broker".

WHEREAS, the Lender desires the services of Broker as an independent contractor in the conditions stated herein:

THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES, as follows:

1. Nature of the Relationship. Broker shall at all times remain an independent contractor. Broker's sole authority on behalf of Lender shall be to accept loan applications from customers for submission to Lender. Broker shall have no authority to bind Lender to the granting of any loan. Lender shall have no obligation to Broker or Broker's clients except to review loan applications referred by Broker in the same manner as Lender reviews loans originated by itself. Lender shall have sole discretion in determining whether to make or reject a loan requested on a loan application submitted by Broker. Lender shall not be obligated to reimburse Broker for any expenses incurred by Broker in connection with any loans submitted to Lender which Lender does not close. Broker shall receive no compensation from Lender and Lender shall receive no incentive or inducement fee or any compensation whatsoever, in any form, from Broker.
2. Warranties and Representations. Broker expressly represents, covenants and agrees as follows:
  - a. Broker is and shall at all times remain an independent contractor, and shall at the time a loan application is submitted to Lender, forward to Lender an estimate, which is not, or similar to, a Loan Estimate as consistent with 12 CFR 1026.19(e)(2)(ii), demonstrating that the Borrowers have been shown and had an opportunity to review the payment of Broker's fees to Broker out of the proceeds of any loan if such loan is approved and made by Lender.
  - b. Broker has obtained and will maintain all necessary licenses, permits, or other authorization required under the laws of the State of Delaware in connection with Broker's activities as a solicitor of loans.
  - c. Broker shall maintain written policies and procedures to comply with the S.A.F.E. Mortgage Licensing Act of 2008 (SAFE Act) and ensure each mortgage loan originator, as defined by the Act, is properly licensed and registered as a State-licensed loan originator.
  - d. Effective July 29, 2011: For any application involving a residential mortgage loan, as defined by the SAFE Act:
    - (i) Broker shall ensure only State-licensed loan originators of the Broker submit an application to Lender.
    - (ii) The State-licensed loan originator shall submit his or her unique identifier to Lender on or with the application.
  - e. Broker understands, agrees and acknowledges that the Broker's participation in the loan origination process is limited to sourcing functions and that Lender will coordinate and conduct the processing functions, underwriting determinations, and loan closings independently. Broker shall have no involvement in any underwriting decision.

- f. Broker in addition agrees to comply with all applicable federal, state, and local laws and regulations, including the following:
- The Equal Credit Opportunity Act and Regulation B
  - The Truth-In-Lending Act and Regulation Z
  - The Real Estate Settlement Procedures Act and Regulation X
  - The Fair Housing Act
  - The S.A.F.E. Mortgage Licensing Act of 2008

Broker specifically agrees not to treat or service any loan inquirer or applicant less favorably than another loan inquirer or applicant because of race, color, religion, sex, age, national origin, marital status, familial status, disability, or any other legally prohibited basis.

- g. Broker represents and warrants that all applications submitted to Lender shall be taken as a result of a personal interview with the prospective borrower, that the purpose of the loan stated therein shall be true and correct, and that each applicant shall be of legal age and have the capacity to contract under the law of the state of residence of the Borrower.
- h. Broker also represents and warrants to Lender that in connection with each application submitted that Broker shall have no knowledge of any fact which if disclosed to Lender would cause or would tend to cause Lender not to make the loan. No materially adverse information will be withheld. To the best of the Broker's knowledge and belief, all information submitted in each application shall be true and correct.
3. Privacy. Lender and Broker agree that in order to provide the services called for in this Agreement, Broker will be disclosing to Lender certain confidential information ("Confidential Information") regarding Broker's customers. Lender agrees to not disclose any such Confidential Information except to employees and agents of Lender who participate directly in performing the services called for in this Agreement. Nor will Lender use such Confidential Information for any purpose other than performing the services called for in this Agreement. Lender may, however, disclose or use such Confidential Information in circumstances falling under the exceptions stated in 16 CFR 313.14 or 16 CFR 313.15 of the Federal Trade Commission regulations or in 12 CFR 40.14 or 12 CFR 40.15 of the Comptroller of the Currency regulations concerning "Privacy of Consumer Financial Information," implementing Title V of Gramm-Leach-Bliley Act (P.L.106-102) in the ordinary course of business to carry out the services called for in this Agreement. 16 CFR 313.14 and 313.15; 12 CFR 40.14 and 40.15; 113 Stat. 1338; 15 USC § 6801 *et seq.*

Furthermore, in order to protect the confidentiality and security of the Confidential Information, Lender shall establish and maintain appropriate measures to meet the objectives outlined in the Interagency Guidelines Establishing Standards for Safeguarding Customer Information ("Guidelines") set forth pursuant to Sections 501 and 505 of the Gramm-Leach-Bliley Act (15 USC § 6801 and 6805).

If, as a result of this Agreement, Broker's customer becomes a customer of Lender, the prior statements in this paragraph will cease to apply as the Lender's privacy policy and obligations under Gramm-Leach-Bliley will supersede it.

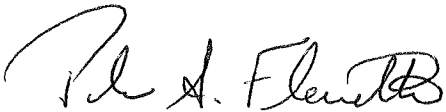
4. Breach. In the event Broker breaches any terms of this Agreement, Broker agrees to defend Lender against any and all claims arising from said breach and to indemnify and hold Lender harmless from all losses, damages, costs, liability and settlements or judgments arising from said breach.
5. Termination of Agreement. Either party may terminate this Agreement by written notice to the other. Any such termination shall not affect any of the terms and provisions of the Agreement relating to any loan closed under the Agreement. This agreement shall be automatically terminated, replaced, or amended, as applicable, by any agreement executed between the parties at a future date.
6. Broker is not now and has not been in the past 12 months a party to any litigation except those identified in this paragraph: N/A
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7. The Broker acknowledges and understands that the Lender discourages and generally will not originate loans that have the following characteristics:
- Frequent, sequential re-financing;
  - Refinancing of special, subsidized mortgages that contain terms favorable to the borrower;
  - Single-premium credit life insurance or similar products;
  - Negative amortization;
  - Balloon payments;
  - Prepayment penalties;
  - Loans inconsistent with the provisions of HOEPA.
  - Adjustable rate or step rate mortgages
  - Step payment mortgages
8. The Broker understands that the Lender does not acquire or originate loans through the use of the payment to Broker of overages or yield spread premiums.
9. Broker hereby agrees and acknowledges that it must, at all times, comply with all applicable laws including safety and soundness, regulatory standards applicable to national banks, laws prohibiting lending discrimination and unfair and deceptive practices, and that Broker will make the best efforts to ensure that the loans offered to borrowers are consistent with the borrower's needs, objectives, and financial situation.
10. The Lender hereby reserves the right not to originate, and may deny any loan applications failing to comply with the standards of this Agreement. Broker further agrees that Broker will indemnify the Bank for any breach of this letter agreement. Broker further agrees that it will provide for the Lender's and the Office of Comptroller of the Currency's ability to access all records necessary to insure compliance with this Agreement and to audit the Broker's operations. Broker will institute appropriate policies and procedures to insure that no inappropriate compensation incentives exist to induce its personnel to treat Borrowers in a discriminatory, unfair, deceptive, or abusive manner.

IN WITNESS WHEREOF, Lender and Broker have executed this Agreement on the date shown above.

BROKER:

TIDEMARK FCU



By: Pamela Fleurette

Its: CEO

Tax ID Number: 51-0097941

LENDER:

FIRST NATIONAL BANK *of AMERICA*



By: Thomas Watters

Its: Assistant Vice President

**ADDENDUM TO  
MORTGAGE BROKER AGREEMENT**

October 14, 2022

This addendum amends and supplements the current contract between Tidemark FCU and First National Bank of America (FNBA) and is effective as of the date countersigned by FNBA.

This Addendum specifically refers to the Federal Reserve Board's amendment to Section 226.36 of Regulation Z and the regulating of Loan Originator Compensation.

This Addendum describes the compensation to be received by the Broker and additional representations and warranties from the Broker to FNBA.

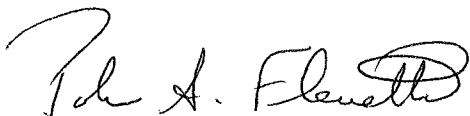
Whereas,

- Regulations governing the compensation paid to mortgage loan originators have been revised;
- Broker and FNBA wish to amend and supplement their Contract to comply with the revised regulations governing loan originator compensation; and
- Broker and FNBA have agreed upon the terms to be included in this Addendum as in the best interest of the parties.

Now Therefore,

- Broker and FNBA agree that this Addendum will be effective for all new loan files introduced, whether or not the loan file is accepted by FNBA as an application, and irrespective as to the length of time from introduction to loan closing, to FNBA through the online submission process on or after the date this Addendum is counter-signed by FNBA.
- All compensation to Broker will be through proceeds distributed at or following the loan closing.
- All compensation to Broker will be based on a fixed percentage of the loan amount.
- The percentage will be 2.50 % of the loan amount (not to exceed 3%), with a minimum compensation of \$ 1,000.00 and a maximum compensation of \$ 50,000.00.
- Broker compensation may not be changed, or a new addendum executed, for a period of 3 calendar months following the effective date of this agreement. In any event, Broker compensation may not change more than four times in any calendar year.
- Broker, including anyone acting for or on behalf of Broker, will not charge or collect from the borrower(s) any additional compensation for Broker's services.
- Broker and FNBA further agree that compensation specified above shall be in effect until amended in writing by Broker and FNBA.
- Broker represents and warrants that Broker shall at all times comply with any and all state, federal, and local laws, regulations, and or ordinances related to compensation of its loan originators as defined by Regulation Z and agrees to provide FNBA, on its request, its loan originator compensation policy.

BROKER:  
TIDEMARK FCU



By: Pamela Fleurette  
Its: CEO  
Tax ID Number: 51-0097941

LENDER:  
FIRST NATIONAL BANK of AMERICA



By: Thomas Watters  
Its: Assistant Vice President  
Date: 10/20/2022