

MASTER LENDER SERVICE PROVIDER AGREEMENT
for
LOAN SERVICES (Conventional Loans)

THIS MASTER AGREEMENT for LOAN SERVICES (this “**Agreement**”) is made and entered into this 1st day of June, 2018, by and between Mid-Atlantic Financial Partners, LLC. (“**Service Provider**”), & Tidemark Federal Credit Union (“**Lender**”)

WITNESSETH:

WHEREAS, Lender and Service Provider desire by this Agreement to establish a long-term cooperative relationship which may encompass, pursuant to its terms, the provision of one or more loan services by Service Provider to Lender pursuant to the terms of this Agreement;

WHEREAS, All parties to this Agreement agree to abide by all applicable laws, regulations and procedures governing the loan programs covered by this Agreement;

WHEREAS, the parties hereto contemplate that Lender will make certain commercial loans (individually and collectively, the “**Loan(s)**”) and the Loans shall be originated and serviced in accordance with the practices of commercial lenders making Loans of the type covered by this Agreement, and as required by applicable regulatory agencies;

WHEREAS, the obligation of the borrowers under each of the Loans (the “**Borrower(s)**”) to repay the unpaid principal amounts of the Loans and to pay interest thereon will be evidenced in part by Notes of the Borrowers payable to Lender in substantially the forms attached to the applicable Loan Instruments (together with any substitutions therefore, the “**Notes**”);

WHEREAS, Lender is the “**Lender of Record**” on any Loan covered by this Agreement and will remain so during the term that services are being performed by Service Provider;

WHEREAS, the Borrowers have executed or shall execute security agreements, mortgages, deeds of trust and/or such other documents in favor of Lender securing the Borrowers’ respective obligations under documents evidencing and securing the Loan(s) (the “**Loan Instruments**”) and Notes (and, together with the Loan Instruments, the Notes and the documents evidencing and securing the Loan (as hereinafter defined), the “**Loan Documents**”);

WHEREAS, Service Provider and Lender may agree to cooperate in a variety of Loan related services to be provided by Service Provider to Lender in connection with, among other things, its origination of one or more such loans, loan servicing by Service Provider for Lender and the liquidation of non-performing loans for the account of Lender, (collectively, “**Loan Services**”);

WHEREAS, Lender may be a participant in loan participations of one or more Loans (“**Loan Participation(s)**”) and, in connection with the Loan Participations to enter into agreements providing for the rights and liabilities of the participants in the Loan Participations (“**Participation Agreement(s)**”);

WHEREAS, to the extent that Service Provider provides assistance to Lender in connection with Loans guaranteed by the US Small Business Administration (the “**SBA**”), the rights and obligations of the

parties shall be governed by the terms of a separate agreement between Lender and Service Provider (the “**SBA Service Provider Agreement**”). Lender and Service Provider have agreed that origination fees of Service Provider shall not be charged to the Applicant or Borrowers in such cases when the resulting Loans are guaranteed by the SBA. In all other cases, origination fees, and/or processing fees, shall be charged directly to the applicant or Borrowers, with the understanding that any portion of said fees may be paid on the applicant’s or Borrower’s behalf by Lender. In the instance of Loans to be guaranteed by the SBA, Lender’s obligations shall be governed by the SBA Service Provider Agreement and Service Provider shall process the Loan in accordance with the rules, regulations and guidelines (including, without limitation, the laws and regulations governing the origination and servicing of loans guaranteed by the SBA) and Lender’s then current lending criteria;

WHEREAS, Lender and Service Provider each acknowledge that each has made full disclosure to the other of any prior or existing relationship and that there is no prior or existing relationship between the parties hereto;

WHEREAS, Lender and Service Provider each represents to the other that it has the continuing ability to originate evaluate, process, underwrite, close, service, liquidate and litigate commercial and small business loans; and

WHEREAS, Service Provider shall disclose any similar, prior or existing relationship, other than the contractual one created by this Agreement.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I – LOAN SERVICES

1. Loan Processing/Underwriting:

Loan Processing/Underwriting includes the evaluation of the credit factors of a given application, compliance with various policies, and regulations governing the respective loan program, compliance with Lender’s stated loan policies, applicable laws and regulations governing Lender, and prudent lending practices used in small business or commercial lending, as applicable. It also includes the structuring of a possible Loan or renewal of an existing Loan to meet the needs of the applicant and proposing to Lender a credit structure as well as underwriting and preparing loan documents and other documents as may be requested by Lender.

(a) If so requested by the Lender, Service Provider shall provide Lender with Loan evaluation or processing services with respect to a potential Loan to be originated by Lender. In connection with such services, Lender represents that it is duly authorized to originate Loans pursuant to applicable regulatory requirements.

(b) Service Provider’s loan processing will be based on information supplied by Lender and/or the Borrower, whether in written or electronic form and Lender expressly authorizes Service Provider to contact the Loan applicant to obtain additional information needed in the process. In addition, Lender hereby authorizes Service Provider to discuss with the applicant any aspect of general recommendations or recommended conditions regarding a possible Loan approval.

(c) Service Provider agrees to process the potential Loan in conformance with current applicable rules, regulations and guidelines and Lender’s current lending criteria, and shall prepare and submit to Lender a recommended credit memorandum (the “**Credit Memorandum**”) and, if appropriate, a recommended form of loan commitment and assist Lender in preparing the final loan commitment in

addition to one, or more, Loan Participation Agreements, as applicable. The Credit Memorandum will be transmitted to Lender by Service Provider upon receipt and processing of the completed application form and all required materials. Notwithstanding any action taken or not taken by Service Provider and anything contained herein, Lender shall undertake its own investigation and evaluation of the potential Loan and shall be solely responsible for any lending decisions in connection with each of the Loans. Unless otherwise agreed in writing, Service Provider's sole obligation to Lender shall be to prepare the Credit Memorandum in conformance with its normal business practices as it does for loan applications for origination of a similar Loan. Lender remains legally responsible for all decisions concerning the underwriting, closing and disbursement of the Loans and conformity with its current lending policy.

(d) If so requested by the Lender, Service Provider will, in conjunction with Loan origination and processing/underwriting services, manage the closing process, and review borrower submittals, prepare communications with any applicable regulatory agencies and/or arrange preparation of, necessary closing documents agreeable to Lender (the "**Closing Process**").

2. **Loan Servicing:**

(a) If so requested by the Lender, Service Provider shall provide Loan servicing with respect to one or more Loans originated by Lender. Lender hereby represents and warrants that the Loan(s) has/have been originated in the normal course of Lender's business in accordance with (where applicable) rules, guidelines and regulations and that it knows of no fact or condition not disclosed to Service Provider which would make the Loan an unusual collection risk. Lender agrees to provide any information it may have, as requested by Service Provider, which it deems necessary in order to properly service the Loan(s). Service Provider shall administer and service the Loans in accordance with the usual practices of Service Provider in servicing commercial loans for which Service Provider has the responsibility to service the Loans and otherwise in a manner so as to be consistent with applicable law and regulations. Service Provider shall have the authority to make decisions under the Loan Documents consistent with this Agreement in connection with the day-to-day administration and servicing of the Loans and other matters of a routine nature involved in the administration and servicing of the Loans and Lender shall be bound thereby; provided, however, in the event that Lender does not promptly advise Service Provider that it does not desire Service Provider to take actions recommended by Service Provider in connection with the day-to-day administration and servicing of the Loans and other matters of a routine nature, Lender shall be presumed to have concurred with Service Provider with regard to the recommended actions. Lender remains legally responsible for all decisions concerning the administration and servicing of the Loans. Lender shall have the final authority to make decisions under the Loan Documents in connection with the day-to-day administration and servicing of the Loans and other matters of a routine nature involved in the administration and servicing of the Loans and Lender shall be bound thereby. Service Provider shall consult with Lender, as appropriate, in connection with the day-to-day administration and servicing of the Loans and other matters of a routine nature.

(b) Service Provider agrees to provide Lender with a monthly statement which will detail the amount and date of the monthly payment, along with the distribution (if applicable) of said payment between principal, interest, late fees and escrows (if applicable), along with both the beginning and ending Loan balance.

(c) (1) Service Provider shall be paid for the servicing of each Loan, a fee equal to a percent of the interest rate as stated in the Borrower's Note (as stated in a Schedule attached to this Agreement), payable monthly by deduction from the collections of interest and principal of all Loans serviced for Lender by Service Provider.

(2) All funds collected on behalf of Lender will be directed to an escrow account and held pending payment to Lender. Service Provider may maintain one escrow account in which customer

funds from various lenders are commingled as long as this practice is GAAP and NCUA compliant and the Service Provider maintains accurate records of payments received and made. Funds may be commingled with collections received on Loans serviced on behalf of other lenders, including Service Provider's own account(s).

(3) Service Provider makes no express or implied representations or warranties concerning, and shall have no responsibility to Lender with respect to (i) the collectability of the Loans, (ii) the accuracy, adequacy or completeness of any information heretofore or hereafter furnished to Lender by any Borrower or guarantor, or any of their representatives or agents, (iii) the execution, validity, legal effect, enforceability or adequacy of any of the Loan Documents, or (iv) the financial condition of any Borrower or guarantor, it being agreed and understood that Lender has investigated and reviewed and will continue to investigate and review such matters itself and hereby assumes all risk of loss in connection with the Loans to the same extent as if Lender had originated and serviced the Loans.

(d) Service Provider shall have the right, but not the obligation, to retain, at its own expense, the services of other parties/providers to assist in the processing, packaging, underwriting, servicing and/or liquidation of Loans hereunder (including, without limitation, the cost of maintaining and defending any necessary litigation), including entities which are affiliated with Service Provider. Service Provider shall, however, remain liable for the performance of all services hereunder unless otherwise agreed in writing with Lender. Such services may include but are not limited to appraisal service, field visits to Borrower's sites, management or technical services. Lender shall promptly repay any advances made by Service Provider on behalf of Lender for the payment of taxes or insurance premiums (or otherwise) through deduction from monthly payments made by the affected Borrowers or, in the event that the monthly payments are not sufficient to reimburse the funds advanced by Service Provider within one month of any advance by Service Provider, directly by Lender. Service Provider shall provide Lender with a regular accounting of all funds advanced by Service Provider for tax and insurance premium payments. Lender shall not be responsible for the payment of Service Provider's internal expenses relating to such ordinary, day-to-day administration and servicing of the Loans, as this service is covered in the Servicing Fee, but shall be responsible for the payment of its proportionate share of any other expenses, including fees paid to third parties (including accountants, attorneys, appraisers, inspectors, government recording offices, UCC recording services, environmental consultants and other consultants) in connection with the servicing, administration or enforcement of the Loans. Lender will, upon request, reimburse Service Provider to the extent of Lender's participation interest, any and all costs, expenses and disbursements (including, without limitation, attorneys fees) which hereafter may be incurred or made by Service Provider in connection with the Loans for which Service Provider is not reimbursed by or on behalf of Borrowers and Service Provider shall provide Lender with copies of all invoices and other documentation evidencing such costs, expenses and disbursements. Service Provider shall at all times maintain industry standard insurance coverage for errors and omissions of Service Provider and fidelity bonds commensurate with the amount of funds held on behalf of Lender.

(e) The duties of Service Provider shall be administrative in nature. Service Provider shall not have by reason of this Agreement or otherwise a fiduciary relationship in respect of Lender and nothing in this Agreement, expressed or implied, is intended to or shall be construed to impose upon Service Provider any obligations in respect of this Agreement except as set forth herein. In the event the Borrower defaults under any of the Loan Documents, Service Provider shall have no obligation to purchase Lender's interest in a Loan.

(f) To the extent appropriate, Service Provider shall collect all payments due from Borrowers with respect to the Loans under the Loan Documents (including payments of principal, interest, late fees and charges and any financing fees to be paid by Borrowers). Lender shall have the right to an accounting for all moneys received by Service Provider in connection with the Loans. Service Provider shall be entitled to commingle all payments received by it from Borrowers with all other Loan

funds held by Service Provider. Service Provider shall use commercially reasonable efforts to deliver funds to Lender on the same day as funds are received by Service Provider. Service Provider shall use commercially reasonable efforts to deliver funds to Lender its proportionate share of all payments due from Borrowers with respect to the Loans under the Loan Documents (including payments of principal, interest, late fees and charges and any financing fees to be paid by Borrowers), as called for in this agreement, in immediately available funds on the next business day.

(g) Service Provider shall, to the extent appropriate, hold such documents for the benefit of all owners of participating interests to the extent of their beneficial interests. Upon reasonable advance written notification from Lender and Service Provider (as appropriate), each shall permit the other, during the non-requesting party's business hours on any business day, to have regulatory agencies, Lender's or Service Provider's (as appropriate) representatives, agents and attorneys examine the Loan Documents held or maintained by the non-requesting party. Lender and Service Provider each shall, upon request of the other and the governing regulatory agencies, and at the expense of the requesting party, provide copies of such documents.

(h) Lender shall receive its proportionate share of the interest actually collected from the Borrower by Service Provider, plus its proportionate share in the amount of any interest actually collected pursuant to an automatic or negotiated increase in the interest rate on the Note in the manner provided in the Loan Documents. In the event that a Borrower is charged any default penalties, late payment or other charges, said charges shall be retained by the Service Provider, unless otherwise stated in this Agreement.

3. Loan Participation:

(a) The participation interests of Lender and the other participants in any Loan Participation shall be ratably concurrent based upon the respective amounts advanced from time to time, and neither participation interest shall have priority or preference over the other with respect to a Loan or security therefore, except as may be herein specifically provided. Except as specifically set forth in any agreement governing a Loan Participation, the grant and assignment of Lender's participation interest is made without representation or recourse. Lender shall not have the right to assign any of its rights with respect to a Loan Participation interest or to sell additional participations in a Loan without the prior written consent of Service Provider; provided, further, unless Service Provider has agreed to the terms and conditions of the Loan participation, Service Provider shall have no further obligations to service the loan and such responsibility will revert to Lender.

(b) Service Provider, in its sole discretion, may sell additional participations in a Loan and it may do so by a separate Participation Agreement on terms other than those between Service Provider and Lender; provided, however, that Service Provider shall retain the duties of lead servicer, and that such sale shall not release Service Provider from its obligations hereunder with respect to such additional participation if the purchaser thereof shall fail to perform such obligations.

(c) Service Provider and Lender hereby agree that the sale of the participation interest does not constitute the sale of an "investment security" for purposes of the Securities Act of 1933, as amended, and the Securities and Exchange Act of 1934, as amended. Service Provider and Lender hereby agree to use commercially reasonable efforts to provide that sales of participation interests shall be structured so as to not constitute the sale of an "investment security" for purposes of the Securities Act of 1933, as amended, and the Securities and Exchange Act of 1934, as amended.

(d) In the event that Lender fails to fund its share of any advance in accordance with the terms of a Participation Agreement, and the other participant(s) advance Loan funds in excess of the applicable pro rata interest in a Loan, the percentage interests of the other participants and Lender shall be automatically adjusted to reflect the actual percentage of the Loan held by the other participants and Lender.

4. **Loan Liquidation:**

(a) If agreed to in writing between Lender and Service Provider, Service Provider will provide loan liquidation services with respect to one or more Loans, originated by Lender under its authority as Lender of Record. Lender hereby represents and warrants that the Loan(s) has/have been originated in the normal course of Lender's business in accordance with applicable rules, guidelines and regulations.

(b) Service Provider shall promptly prepare a plan for the liquidation ("**Plan**") of the loan which shall specify to the extent known, the costs and expenses of the liquidation including any fees to be paid to Service Provider by Lender. Upon the approval of the Plan by Lender, Service Provider shall proceed to implement the Plan on behalf of (and as an independent contractor to) Lender. All material variations from the Plan, along with the execution of necessary documents, shall be in writing and approved by Lender.

ARTICLE II – OPERATING TERMS

1. **Representations and Warranties of Lender:** Lender hereby represents and warrants to Service Provider as follows.

(a) Lender is duly organized as a State or Federal Credit Union, or chartered as a bank with all necessary power, authority and legal right to enter into and perform its obligations under this Agreement, to make Loans and to acquire participation interests in Loans which Lender is (as appropriate) making or acquiring;

(b) Any Loans made by Lender and any Loan Participations, are made and will be made by it pursuant to and consistent with the laws and regulations under which Lender operates;

(c) Lender is authorized to make Loans and to purchase participation interests in accordance with the terms hereof;

(d) The actions of Lender contemplated by this Agreement are valid under all applicable laws and regulations;

(e) Lender will make its own investigation into the credit of each Borrower and the security for the Loan, and is not relying on any representations of or investigations made by Service Provider as to the solvency or credit worthiness of Borrower or any guarantor or the validity of the documents evidencing or securing the Loans;

(f) Lender assumes all risk of loss in connection with its participation to the same extent as if Lender had negotiated the Loans and made the advances on account thereof directly to each Borrower;

(g) Service Provider has not made and does not make any covenant, warranty or representation, with respect to Borrower, the Loan Documents or the Loan except as expressly stated in this Agreement. Without limiting the generality of the foregoing, Lender acknowledges that Service Provider has made no warranty or representation, nor does Service Provider assume any responsibility to Lender with respect to (i) the legality, sufficiency, enforceability or collectability of any Loan, the Loan Documents or any document relative thereto or of any collateral held as security therefor, (ii) the financial condition of any Borrower, or (iii) the security value of any collateral, or for the performance of any obligations of any Borrower or any guarantor.

2. **Representations and Warranties by Service Provider:**

(a) Service Provider is duly organized as a Credit Union Service Organization (CUSO) owned and operated by Federal Credit Union(s) operating under the laws of the United States of America with all necessary corporate power, authority and legal right to enter into and perform obligations under this Agreement.

(b) Service Provider is a trained and knowledgeable lender, having experience in the origination, processing, servicing and liquidation of virtually all commercial and business loans types.

(c) The entry into and performance by Service Provider of its obligations under this Agreement will not violate any applicable legal restrictions upon the activities of Service Provider.

(d) Service Provider is a limited liability company, duly organized and in good standing under the laws of the State of Maryland, with full power and authority to enter into this Agreement.

(e) The entry into and performance by Service Provider of its obligations under the Loan Documents is otherwise consistent with and will not violate any applicable legal restrictions upon the lending activities of Service Provider.

3. **Books and Records:** Service Provider shall maintain such books and records relating to the Loan as it would were the Loan made solely by Service Provider, including but not limited to a record of each receipt and each disbursement, which books and records shall be presumed to be correct, absent manifest error. Upon reasonable advance written notification from Lender and Service Provider (as appropriate), each shall permit the other, during the non-requesting party's business hours on any business day, to have regulatory agencies, Lender's or Service Provider's (as appropriate) representatives, agents and attorneys examine the Loan Documents held or maintained by the non-requesting party. Lender and Service Provider each shall, upon request of the other and the governing regulatory agencies, and at the expense of the requesting party, provide copies of such documents evidencing, securing or pertaining to the Loans, the Loan Documents, the Notes, the collateral and the other Loan Documents.

4. **Extraordinary Actions:** Notwithstanding the administrative authority delegated to Service Provider by Lender, and without limiting such administrative authority, Service Provider shall not, without the prior consent of Lender, cause or permit any of the following actions ("**Extraordinary Actions**"):

- (1) Decrease the interest rate of any Loan;
- (2) Increase the maximum authorized principal amount of any Loan, unless such increase is approved by the Small Business Administration and Service Provider in connection with a request by the Borrower to complete the construction of the Project.
- (3) Extend the final maturity of any Loan excluding (a) the granting of extensions incorporated into the Note and (b) the extension of the maturity of any Loan is the result of an extension of the interest only period of the Note in order to complete the construction of Project and the funding of the interim Loan;
- (4) Release the Borrower or any guarantor of any Loan from liability; or
- (5) Release any of the real estate securing any Loan.

5. **Lender Cooperation:** Lender agrees to abide by and cooperate in implementing such decisions as may from time to time be made by Service Provider; provided such decisions shall not breach any of the provisions of Subsection (1) of this Section. Lender will contribute its proportionate share of the costs of such acquisition, including, but not limited to, fees of receivers, referees, trustees, title company charges, costs, disbursements and counsel fees and will also contribute its proportionate share of expenses for

maintenance and taxes, and of building costs, and any and all other expenses necessary in connection with the holding, completion and/or sale thereof.

6. **Limitation of Liability:** Except as otherwise provided in this Agreement, neither party hereto shall be liable to the other for any loss suffered by reason of any action taken or omitted or due to an error in judgment, negligence, mistake or oversight except such loss occasioned by its own gross negligence, bad faith or willful misconduct. All losses not occasioned by the gross negligence, bad faith or willful misconduct of one of the parties hereto shall be borne ratably by the Loan Participations in accordance with their respective participation interests. Lender further agrees to hold Service Provider harmless from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and/or disbursements of any kind or nature whatsoever which may be imposed on, asserted against, or incurred by Service Provider in any way relating to or arising out of a Loan, including (without limitation) attorney's fees (including the fees and costs of any appeal, which may result from the origination of, or failure to originate, servicing and otherwise in connection with a Loan processed by Service Provider other than damages or costs, including attorney's fees (including the fees and costs of any appeal), which result from Service Provider's gross negligence or willful misconduct. Service Provider agrees to indemnify Lender from any claims, liabilities, damages or costs (including, without limitation, its actual attorneys fees, costs and expenses, including the fees and costs of any appeal) which may result from Service Provider's gross negligence or willful misconduct in originating and/or servicing of any Loan(s).

7. **Nature of Relationship:** Neither the execution of this Agreement, nor Lender's interest in any Loan or in the security for any Loan, nor any agreement to share in profits or losses arising out of this Agreement, is intended to be, nor shall it be construed to be, the formation of a partnership or joint venture between the parties hereto. No fiduciary relationship between Service Provider and Lender is intended or shall be inferred. Lender is not a creditor of Service Provider.

8. **No Warranties:** Service Provider does not make any express or implied warranty of any kind with respect to any Loan, and Service Provider assumes no responsibility with respect to the legality, enforceability or collectability of any Loan, the Loan Documents, or any security for any Loan except to the extent specifically provided herein. Service Provider assumes no responsibility for the financial condition of the Borrower, for the security value of any collateral, the sufficiency thereof, or for the performance of any obligations of any Borrower or any guarantor of a Loan. Lender agrees and warrants that it has full and free opportunities to inspect the Loan Documents and other materials related to each Loan and has not relied on any statement by Service Provider except to the extent specifically provided herein.

9. **Expenses:** From all payments due Lender hereunder, Service Provider may make proportionate deductions (in accordance with Lender's and Service Provider's respective interests in any Loan at the time outstanding) for out-of-pocket expenses reasonably incurred by Service Provider and actually paid by Service Provider in connection with the collection and enforcement of any Loan, including reasonable fees of counsel and other agents who may be employed by Service Provider and Lender, to the extent not otherwise reimbursed. Lender agrees, on request of Service Provider, promptly to reimburse Service Provider for its proportionate share of any such expenses not so deducted. Service Provider shall provide a statement and supporting documentation with any such request. Any sums due pursuant to this Agreement from Lender to Service Provider which are not paid to Service Provider by the end of the Business Day following the date of demand therefor shall bear interest until paid at a rate which is at all times equal to five percent (5%) per annum in excess of the Federal Funds Effective Rate then in effect.

10. **Legal Proceedings:** If Service Provider shall commence any legal proceedings against Borrower, the collateral for any Loan, any guarantor of any Loan or any other security for the repayment of any Loan, Service Provider shall from time to time provide Lender with copies of all documents in

connection therewith and keep Lender fully informed as to the progress thereof. Lender shall be responsible for and agrees to pay, upon presentation of a statement and supporting documentation therefor, its proportionate share of reasonable attorney's fees, court costs and out-of-pocket expenses actually incurred by Service Provider in connection with such proceedings, provided that such expenses are not otherwise reimbursed to Service Provider by the Borrower, any guarantor or any other course. All sums realized or collected pursuant to legal proceedings shall be deemed payments on account of any Loan and shall be promptly distributed among the parties in accordance with the terms of the applicable Participation Agreement.

11. **Fraudulent Transfers; Preferences:** Lender shall repay to Service Provider Lender's participation interest of any sums paid to Service Provider by Borrower and distributed by Service Provider to Lender which Service Provider shall be required to return to the Borrower or to any receiver or trustee for the Borrower because such sums are finally determined by a court of competent jurisdiction to be a transfer by the Borrower in fraud of creditors or a preference given by the Borrower under the Bankruptcy Code as now enacted or as hereafter amended or recodified.

12. **Notices:** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed effectively given: (a) upon personal deliver to the party to be notified, (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five days after having been sent by certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be sent to the applicable party at the address stated on the signature page hereof or in accordance with the last un-revoked written direction from such party.

13. **Termination:** The services performed by Service Provider hereunder may be terminated, either by mutual agreement or by either party, by a notice, in writing, given not less than (90) days in advance. Lender may terminate this servicing agreement following ten (10) days notice, upon a material breach by Service Provider of its obligations under this Agreement and Service Provider's failure to cure such breach within such period.

14. **Modification:** This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

15. **Prior Understandings:** This Agreement supersedes all prior understandings, whether written or oral, between the parties hereto relating to the transactions provided for herein.

16. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland. This Agreement is subject to all applicable laws, regulations, and policies.

17. **Counterparts:** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

18. **Successors and Assigns:** This agreement shall be binding upon and inure to the benefit of Lender and Service Provider and their respective successors and assigns.

19. **Headings:** The Section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any of the provisions hereof.

20. **Severability:** If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

21. **Reliance by Service Provider:** Service Provider and its officers, directors, employees, attorneys, and agents shall be entitled to rely and shall be fully protected in relying on any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, facsimile, internet communication, cablegram, telegram, telex, or teletype message, statement, order, or other documents or conversation believed by it or them to be genuine and correct and to have been signed, or made by the proper person and, with respect to legal matters, upon opinion of counsel selected by Service Provider.

22. **Insolvency of Lender:** Service Provider shall have the option, but not the obligation, to purchase Lender's proportionate interest in any Loan subject to a Participation Agreement at par value and without recourse to Service Provider at any time after Lender commences a voluntary case under the federal bankruptcy laws or any state insolvency laws or consents to the appointment of a receiver, liquidator or custodian for Lender or its assets, or is the subject of an involuntary case under the federal bankruptcy laws or any state insolvency or similar laws and such involuntary action is not dismissed within sixty (60) days of the institution thereof, or Lender is the subject of any change in management or control, including but not limited to the appointment of a conservatorship or trustee, which change in management or control is the direct result of governmental or regulatory action taken against Lender or against the assets of Lender.

23. **Confidentiality:** Except as required by applicable law or legal process, Lender agrees to keep confidential and to not publish, disclose or otherwise divulge to anyone (other than Lender's officers, directors, employees, agents and representatives) the materials, documents and information relating to the Borrower and any Loan (the "Information") and to cause Lender's officers, directors, employees, agents and representatives to keep confidential, and not to publish, disclose or otherwise divulge to anyone, the Information.

SCHEDULE OF SERVICES & FEES

Conventional Commercial & Business Loans (These Fees Do Not Apply to SBA Loan Transactions):

Origination and Renewal Fees:

The Service Provider shall assess a fee of no less than 1.00%, of the loan amount to the Borrower. Should the Lender decide to reduce or waive such charges for whatever reason, it will be incumbent upon the Lender to reimburse the Service Provider such that the aggregate fee received by the Service Provider is equal to 1.00%.

Processing/Underwriting fees:

The Service Provider shall assess a fee to the Borrower at a rate of \$2,500.00 for Real Estate secured loans and Asset Based Line of Credits, and \$1,250.00 for all other types of Credits. Should the Lender decide to reduce or waive such charges for whatever reason, it will be incumbent upon the Lender to reimburse the Service Provider such that the aggregate fee received by the Service Provider is equal to that disclosed to the Borrower.

Loan Servicing:

Loan servicing includes billing, reporting and collection activity through 29 day delinquency status. Management of payments to loan participants, monitoring of UCC recordings, insurance and financial documentation reminders is also included. Fees are subtracted from the payments collected in any given month prior to submitting the net proceeds of payments to the Lender.

Conventional Commercial Loans:

- Standard Loan = .500% of the Note Rate
- Acquisition & Development (A&D), Acquisition, Development and Construction (AD&C), and Construction Loans = .750% of the Note Rate, for the duration of the Development and/or Construction period, returning to the standard servicing rate, thereafter
- Asset Based Line of Credits (ABL) = .750% of the Note Rate

Additional Loan Servicing fees/costs include; renewing upcoming UCC expirations for a fee of \$50.00 (plus any third party recording services and recordation costs), site visits provided by a third party vender and Service Provider's travel expenses, which are congruent with the government travel rate in effect at the time of any required travel for benefit of Lender and/or protection of Lender's rights under the Loan Documents (i.e. site visits, meetings with Borrower, attorneys, collateral inspections, auctions, etc.). Lender agrees to reimburse Service Provider for these fees.

Special Reports:

Service Provider may provide special reports to Lender at an agreed upon rate, which shall be in writing and attached to this Agreement that describes the types of reports, the frequency of the reports and the fee for the report or group of reports.

Loan Workouts and/or Liquidation:

Time is billed to the Lender at the hourly rate of \$150.00, in half hour increments, exclusive of outside legal/liquidation costs that will be paid by the Lender. Management of cases includes the development of a workout or liquidation plan specifying steps to be taken, estimated costs, engaging and managing outside counsel and related vendors. It also includes reports to Participants as may be needed. Pricing will not be based on a percentage of collection or loan balance.

Loan Review/Portfolio Review/Annual Reviews/Renewals:

Basic Loan Reviews and Portfolio Reviews that the Lender has requested, but has not contracted with the Service Provider to Service, would consist of an examination of the credit analysis and loan summary, along with a brief reaffirmation of the underlying financial data and due diligence at a cost of \$525.00 per loan. A written report would be provided to the Lender, providing the Service Provider's assessment of the overall quality of the credit, and the accuracy of the risk rating. More complex Loan and Portfolio Reviews that includes loans with any of the following characteristics will be completed at a cost of \$825.00 per loan file:

- Loans with 3 or more Guarantors
- Loans with 4 or more investment properties held as collateral
- Asset Based Line of Credits

Annual Reviews and/or Renewals for loans that the Service Provider is servicing for Lender, will consist of a credit analysis and loan summary, along with a brief reaffirmation of the underlying financial data and due diligence, will be completed at a cost of \$525.00 per loan. A written report would be provided to the Lender, providing the Service Provider's assessment of the overall quality of the credit, and a recommended risk rating. More complex loans that include any of the following characteristics will be completed at a cost of \$825.00 per loan file:

- Loans with 3 or more Guarantors
- Loans with 4 or more investment properties held as collateral
- Asset Based Line of Credits

Consultation:

For services not defined above, such as Marketing and Training, the fee to the Service Provider, will be billed to the Lender at the rate of \$150.00 per hour, in half hour increments, and will be billed no less frequently than monthly, with payment due upon receipt.

Participation:

Service Provider will assist Lender in the Participation of Portfolio Loans as well as Loans in Process. The fee for Portfolio Loan Participations, which includes providing and preparing a Participation Agreement, is .25% of the Participation amount. While there will be no charge assessed for Participations facilitated by the Service Provider for the Lender that are the result of the Service Provider's role as the Processor/Service Provider of the transaction, the Lender agrees that a transaction charge of .25% of the Participation amount will apply to any Participation that occurs between the Lender and a Participant, where the Lender was introduced to the Participant by the Service Provider.

Third Party Fees:

The Service Provider agrees to be diligent in the collection of third party fees (Legal fees, Appraisal fees, etc.) from the Borrower prior to incurring the corresponding expense. Should any loan fail to close, renew, or be modified, for whatever reason, the Lender agrees to reimburse the Service Provider for any/all outstanding fees that the Service Provider is unable to collect from the Borrower through its use of reasonable, cost-effective means.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

Tidemark Federal Credit Union

By: 

Name: Pamela Fleurette

Title: President/CEO

Address for Notices:

Tidemark Federal Credit Union
216 Washington Street, P.O. Box 1630
Millsboro, DE 19966

Attn: Pamela Fleurette

Phone: 302-629-0100 x 102

Mid-Atlantic Financial Partners, LLC

By: _____

Name: Scott E. Ritter

Title: President/CEO

Address for Notices:

Mid-Atlantic Financial Partners, LLC
12820 Wisteria Dr., Suite 200
Germantown, MD 20874, MD 20814

Attn: Scott E. Ritter

Phone: 240-454-9288

Lender Service Provider Agreement Supplement

Date: 6/1/2018

Tidemark Federal Credit Union

Pursuant to the terms and conditions of the Master Lender Service Provider Agreement (Master Agreement) dated the 1st day of June 2018 and signed by Mid-Atlantic Financial Partners, LLC (Service Provider), and the above named Credit Union, (Lender) both Parties agree to the participation and/or services:

I. LOAN PROCESSING

☒ Lender hereby requests that Service Provider provide loan processing services pursuant to the terms and conditions of the Master Agreement.

II. LOAN SERVICING

☒ Lender hereby requests that Service Provider provide loan servicing services pursuant to the terms and conditions of the Master Agreement.

III. LOAN LIQUIDATION

☒ Lender hereby requests that Service Provider provide loan liquidation services pursuant to the terms and conditions of the Master Agreement.

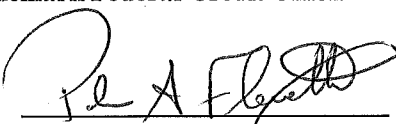
IV. PAYMENT TERMS

☒ Lender agrees to pay any fees due the Service Provider, not deducted from funds collected by the Service Provider, as provided for in the Master Agreement, within 30 days of the receipt of an invoice.

Terms and conditions contained in the Master Agreement and this Supplement are hereby accepted.

Tidemark Federal Credit Union

Mid-Atlantic Financial Partners, LLC

By: 
Name: Pamela Fleurette
Title: President/CEO

By: _____
Name: Scott E. Ritter
Title: President/CEO