

LERETA

TAX SERVICE AGREEMENT

This Tax Service Agreement ("Agreement") is made and entered into on 11/14/2022 ("Effective Date") by and between LERETA, LLC, a Delaware Limited Liability Company, ("LERETA") and **Tidemark Federal Credit Union** ("CUSTOMER"). At times hereinafter referred to individually as "Party" and collectively as "Parties".

- I. SERVICES PROVIDED:** During the term of this Agreement, LERETA will provide tax service and supporting customer service for escrowed and non-escrowed loans for which LERETA has received the required tax order information (including legal description of the subject property, when requested) from CUSTOMER prior to LERETA's tax reporting cut-off dates. In addition, the property must be located in the jurisdiction of a tax collection agency that will provide tax information to LERETA. The specifics of the services are as follows:

Escrowed Loans – applicable future city, county and other ad valorem tax amounts customarily provided by a tax service vendor will be available to CUSTOMER in sufficient time to pay each installment without penalty or loss of discount.

Non-escrowed Loans - the delinquent status of all ad valorem taxes customarily provided by a tax service vendor will be available to CUSTOMER annually after the tax collection agency's final installment and upon completion of payment posting by the tax collection agency ("Delinquency Report"). LERETA will also provide CUSTOMER with access to delinquency letters on LERETAnet that may be mailed to borrowers with delinquent taxes. CUSTOMER is responsible for reviewing the content of letters mailed by LERETA on the CUSTOMER's behalf and ensuring that such letters are in compliance with applicable law. CUSTOMER shall at all times remain responsible for the content of such letters.

Customer Service Support – LERETA will research in accordance with its business practices and respond to all customer service inquiries from CUSTOMER concerning property tax matters affecting CUSTOMER loans under service by LERETA. CUSTOMER's requests will be processed and delivered promptly, subject to information availability.

LERETA will notify CUSTOMER monthly of all loans that have not yet been placed under tax service due to incomplete information in LERETA's system. CUSTOMER will promptly notify LERETA of any loan payoffs, loan sales, and changes in service type, legal description or other information. No more often than annually, LERETA may require a reconciliation of loans on CUSTOMER's servicing system with loans on LERETA's tax service system. Fees for changes in beneficiary of tax service contracts will be negotiated at the time the transfer from CUSTOMER to another servicer is requested. LERETA reserves the right to provide the services and to receive all new tax service orders via LERETA's Internet-based delivery system, LERETAnet. CUSTOMER agrees to place all new loans for which tax service will be ordered, and that were originated for its servicing portfolio by CUSTOMER, correspondents or others, under tax service with LERETA. When CUSTOMER is placing multiple types of loans under tax service, LERETA will create as many accounts as needed to meet CUSTOMER's requirement in LERETA's system.

II. FEES FOR SERVICES FOR NEW LOANS SHALL BE AS SET FORTH BELOW:

- New Residential Loans will be serviced for the following fees per loan by state:

AK	\$126	CT	\$118	IA	\$83	LA	\$126	MO	\$89	NH	\$118	OK	\$83	TN	\$94	WI	\$83
AL	\$89	DC	\$89	ID	\$83	MA	\$105	MS	\$89	NJ	\$118	OR	\$83	TX	\$118	WV	\$89
AR	\$89	DE	\$89	IL	\$94	MD	\$89	MT	\$83	NM	\$83	PA	\$126	UT	\$83	WY	\$83
AZ	\$83	FL	\$83	IN	\$94	ME	\$118	NC	\$83	NV	\$83	RI	\$118	VA	\$104		
CA	\$83	GA	\$94	KS	\$83	MI	\$94	ND	\$83	NY	\$118	SC	\$83	VT	\$105	PR	\$126
CO	\$83	HI	\$94	KY	\$104	MN	\$94	NE	\$83	OH	\$94	SD	\$83	WA	\$83	VI	\$126

- For each new loan, an additional fee of \$12.00 will be added for each \$100,000, or portion thereof, of loan balance in excess of \$500,000.
- An additional \$10.00 per parcel fee will be charged for each additional parcel in excess of one (1) per loan
- Adding additional collateral to existing loans will be at the fees stated above.
- For all services, additional parcel fees, duplicate bill fees, agency research fees, and other direct fees charged to LERETA by taxing authorities, sales, use or other applicable taxes, or CUSTOMER's loan servicing software fees, will be passed on to CUSTOMER at LERETA's actual cost in the form of a separate monthly invoice.
- Unless CUSTOMER provides a valid exemption certificate, CUSTOMER will be responsible for any federal, state, local or foreign tax, tariff, customs duty, surcharge or other fee which may now or hereafter be imposed by law by any taxing or other regulatory, government or municipal authority from time to time in connection with the delivery of goods or the tax services provided.
- CUSTOMER agrees to accrue and pay LERETA a minimum of \$2,000 per year in New Loan fees, LERETA will charge CUSTOMER the difference annually.
- Any services not specifically defined in this Agreement are not included. CUSTOMER may request additional services be provided by LERETA. Any such additional services will be addressed in a separate amendment by mutual agreement of the Parties.
- After the first anniversary of this Agreement, each year thereafter in the first quarter of each year, fees will be increased by the CPI-U as published by the US Bureau of Labor Statistics. CUSTOMER agrees to pay fees billed within thirty (30) days of invoice date. Any undisputed delinquent amount owing shall accrue interest, after the payment is due, at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

- III. TAX STATUS REPORT ("TSR"):** A TSR is an on-demand current delinquency status report produced by LERETA after searching for delinquent taxes for the requested property. The TSR will include information regarding the delinquency status of ad valorem taxes and redemption data, where available. Unless specifically requested by CUSTOMER, upon the completion of the

respective TSR research for a TSR order, LERETA shall have no obligation to perform additional services. The Fee for the TSR is as follows and is subject to change on an annual basis:

- Zone 1 - All States excluding CT, IL, GA, MA, NJ, NY, PA, and TX: \$25.00 per parcel
Standard fifteen (15) business day turnaround subject to availability of agency information.
- Zone 2 - States of CT, IL, GA, MA, NJ, NY, PA, and TX only: \$35.00 per parcel
Standard thirty (30) business day turnaround subject to availability of agency information.

IV. EXISTING PORTFOLIO: CUSTOMER has no portfolio of Residential Loans or Commercial Loans to place under service at this time. CUSTOMER'S existing portfolio will be converted to LERETA's tax service in accordance with the following:

- A) Over a time period mutually agreed upon between LERETA and CUSTOMER.
- B) The fee will be \$ N/A per Residential Loan and \$ N/A per Commercial Loan.
- C) CUSTOMER can provide LERETA with an electronic file from either another tax service provider or from CUSTOMER in LERETA's standard required format which must include complete and accurate tax payees and tax identification numbers. Loans with incomplete or unusable tax payees or tax identification numbers will be returned to CUSTOMER. CUSTOMER may then obtain and submit to LERETA a more complete or correct conversion file from the previous tax service provider or CUSTOMER. Upon receipt of a subsequent file, LERETA will process all completed and/or corrected items and will either return any remaining incomplete and/or incorrect items to CUSTOMER, or, at CUSTOMER's option, bill CUSTOMER for processing all of the remaining incomplete and/or incorrect items based on the fees described in Item D below.
- D) When CUSTOMER does not meet the criteria established in Item C above, LERETA will place the CUSTOMER's existing portfolio under tax service, over a time period mutually agreed upon between LERETA and CUSTOMER, at \$ N/A per Residential Loan and \$ N/A per Commercial Loan.
- E) **Acquired Loans:** Fees for converting loans boarded or acquired after the Effective Date will be determined based on the unique makeup of the particular portfolio and addressed in an amendment to this Agreement.
- F) **Miscellaneous:**
 - 1) CUSTOMER is responsible for the accuracy of the tax identification data provided to LERETA. LERETA will rely solely on the information provided by CUSTOMER, CUSTOMER's affiliates or its prior tax service provider and has no duty to verify the accuracy of the information provided.
 - 2) LERETA reserves the right to require a file from the previous tax service provider, where a previous tax service provider was used, regardless of the fees charged for a portfolio conversion.
 - 3) All costs associated with converting CUSTOMER payee codes to LERETA payee codes, or any other of their servicing system interfaces (programming or data), will be the responsibility of CUSTOMER.
 - 4) All of CUSTOMER's portfolio including loans acquired after the Effective Date must be received by LERETA at least sixty (60) days prior to the tax reporting agency cut off dates of the respective tax agencies in the portfolio in order to be included in LERETA delinquent reporting. Loans received after the tax agency cycle cut off dates may be searched individually for the TSR Fees noted in Section III.
 - 5) In the event LERETA provides services to CUSTOMER with respect to the redemption of delinquent taxes, due to the urgency of delinquent redemptions, CUSTOMER must provide LERETA with timely decision making regarding the redemption of delinquent taxes. CUSTOMER agrees to advise LERETA within twenty-four (24) hours (or within two (2) hours in the event of a threat of loss of the property or other critical event) of notification by LERETA of delinquent property taxes whether CUSTOMER wants LERETA to redeem the taxes or take such other action as is necessary in order to avoid a loss of the property or otherwise mitigate losses or damages. LERETA accepts no liability once delinquent taxes are reported by LERETA and CUSTOMER does not provide LERETA with timely approval or authorization for redemption of delinquent taxes and a third party tax sale occurs.

V. LIABILITY STATEMENT: LERETA's liability under this Agreement is strictly limited to monetary damages actually incurred by CUSTOMER resulting solely and directly from LERETA's material failure to perform the services described herein, provided, however, LERETA's aggregate liability (whether in contract or in tort or under any other form of liability) per contract year during the term of this Agreement shall not exceed the aggregate fees paid by CUSTOMER hereunder during the twelve (12) month period immediately preceding a claim by CUSTOMER. All claims must be promptly presented to LERETA in writing. CUSTOMER shall cooperate with LERETA and its agents in the investigation and resolution of claims and loss recoveries. In no event however, shall LERETA be liable for the following: (i) any losses in excess of the value of the property, or the then current unpaid loan balance, whichever is less, or (ii) delinquent base taxes on non-escrowed loans (however, LERETA will be liable for additional penalties, agency fees and interest on a non-escrowed loan that are not recoverable by CUSTOMER from the borrower, investor, or other third party and that result from LERETA's failure to provide a timely or accurate Delinquency Report); or (iii) any losses incurred resulting from delinquent taxes on non-escrowed loans if LERETA was not informed by borrower, taxing jurisdiction, CUSTOMER or prior tax service provider of a pre-existing tax delinquency and such delinquency was redeemed prior to LERETA's delivery of a Delinquency Report or Tax Status Report, whether redeemed by the borrower, homeowner, or other third party or via a tax sale; or (iv) once delinquent taxes are reported by LERETA, CUSTOMER does not ensure redemption of delinquent taxes and a third party tax sale occurs, or (v) any punitive, incidental, special, indirect, consequential or any other similar damages. CUSTOMER agrees that LERETA shall have no duty, expressed or implied, to verify any of the information provided by CUSTOMER, CUSTOMER's affiliates or any of the CUSTOMER'S or its affiliates prior tax service providers or the taxing jurisdiction. Under no circumstance will LERETA be liable for any damages and/or losses resulting from delayed, inaccurate, or incomplete data provided to LERETA by the taxing

jurisdiction, CUSTOMER or its affiliates, or by CUSTOMER's or its affiliate's respective current or prior tax service providers. CUSTOMER shall indemnify and hold LERETA harmless for all claims resulting from acts, omissions or inaccuracies of any previous CUSTOMER tax service provider. The remedies set forth in this Section shall be the sole and exclusive remedies of CUSTOMER.

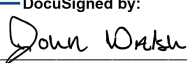
VI. CUSTOMER USE LIMITATION: CUSTOMER agrees that the Services and products provided by LERETA contain information about a property. While CUSTOMER may provide LERETA with a consumer name, CUSTOMER agrees that the Services and products are not about the consumer and are not consumer reports as defined under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et. seq.* ("FCRA"). As such, CUSTOMER shall not use the Services or products in any way that would cause the Services or products, or any portion thereof, to constitute a consumer report, including by using the Services or products to determine a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, or any other eligibility consideration. For the avoidance of doubt, the Services and products may be used by CUSTOMER only to determine tax lien status(es) on the property included in any request for Services or products.

VII. TERM AND TERMINATION: This Agreement shall commence on the Effective Date and shall continue until either Party terminates, with or without cause, effective upon ninety (90) days prior written notice to the other Party, or upon mutual agreement; provided, however, the obligations of CUSTOMER to pay the fees for the services rendered through the date of termination shall survive until satisfied in full.

VIII. CONFIDENTIALITY: Each Party understands that in the course of the business relationship it may have access to or receive information of the other Party which that Party considers confidential or proprietary information. Such confidential information includes information that is either marked, designated or identified as confidential information at the time of disclosure or information which a reasonable person would deem confidential under the context of disclosure or due to the nature of the information. Each Party agrees to use to a reasonable degree of care to safeguard and prevent the release of confidential information of the other Party and may not disclose such confidential information without the other Party's written consent. A Party may disclose, however, confidential information of the other Party to those employees or representatives who have a business need to know but only for the purposes of this Agreement. LERETA will not use any confidential information provided by CUSTOMER for any purpose other than as provided in this Agreement. LERETA acknowledges that CUSTOMER is required to comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. 1016) and with all other federal or state statutory, legal and regulatory requirements applicable to CUSTOMER regarding the protection and privacy of information relating to individuals, including, by way of example only and not limitation, the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00) (collectively, "the U.S. Privacy Laws"). As applicable to the Services and upon CUSTOMER's request, LERETA shall employ commercially reasonable efforts to assist CUSTOMER's compliance with the applicable U.S. Privacy Laws.

IX. GENERAL: This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. This Agreement represents the entire agreement of the Parties hereto with respect to the subject matter hereof, superseding all prior agreements, understandings, discussions, negotiations and commitments of any kind. This Agreement may not be amended or supplemented, nor may any rights hereunder be waived, except in a writing signed by CUSTOMER and LERETA. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto, their respective heirs, legal representatives, successors and assigns. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. If the matter is not resolved by negotiation between the Parties, any dispute relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined by arbitration administered by JAMS in the County of Los Angeles, California, before one arbitrator. Judgment on the award may be entered in any court having jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing Party. Neither Party will be deemed to be in default under this Agreement or liable for any losses arising out of the failure, delay or interruption of its performance under this Agreement due to any act of God or natural disaster, general act of governmental authority, act of public or foreign enemy, war (whether declared or not), riot, civil commotion, insurrection, flood, severe weather conditions, plague, epidemic, pandemic, outbreaks of infectious diseases or any other public health crisis, including quarantine or other employee restrictions, or any other cause beyond that Party's reasonable control or that would give rise to the defense of impossibility of performance. Any notice to be given herein by either Party shall be in writing and may be delivered personally or sent by certified or registered mail, postage prepaid, or by nationally recognized overnight carrier to LERETA at 901 Corporate Center Drive, Pomona, California 91768, and to CUSTOMER at **1941 Bridgeville Highway, Seaford, Delaware 19973.**

LERETA, LLC

DocuSigned by:

 Signature 4126E155296434...

John walsh

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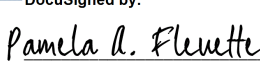
Chief Executive Officer

Title

11/15/2022

Date

Tidemark Federal Credit Union

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Pamela A. Fleurette

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CEO

Title

11/14/2022

Date