CORRESPONDENT LOAN PURCHASE AGREEMENT

THIS CORRESPONDENT LOAN PURCHASE AGREEMENT ("Agreement"), dated as of July 15, 2020 (the "Effective Date"), is entered into by and between Truist Bank, a North Carolina banking corporation ("Truist"), and Tidemark Federal Credit Union, a Federal Credit Union headquartered in Delaware ("Seller").

WITNESSETH:

WHEREAS, from time to time during the term of this Agreement, the Seller desires to offer for sale to Truist, and Truist may from time to time purchase from the Seller, on a servicing released basis, certain residential mortgage loans on the terms and conditions set forth in this Agreement, the Seller Guide, and the other Program Documents (each, as defined below in this Agreement); and

WHEREAS, the Seller and Truist wish to enter into this Agreement to set forth the terms related to such transactions.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Seller and Truist agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement shall have the meaning set forth in this Agreement, or if not defined in this Agreement, shall have the meaning set forth in the Seller Guide or other Program Documents.

ARTICLE II

OFFER AND SALE OF MORTGAGE LOANS

- <u>Section 2.1</u> <u>Offer to Sell Mortgage Loans</u>. The Seller may, from time to time, offer mortgage loans for purchase pursuant to and in accordance with the provisions of this Agreement, Seller Guide or other Program Documents.
- Section 2.2 Acceptance of Offers to Sell Mortgage Loans. Truist shall have the option, at its sole discretion, to purchase any one or more of the mortgage loans offered by the Seller in accordance with the provisions of this Agreement, Seller Guide or other Program Documents.

- <u>Section 2.3</u> <u>Non Exclusive; No Obligation</u>. The agreement by Truist and the Seller to sell and purchase Mortgage Loans under this Agreement is non-exclusive for both parties. No obligation is created by this Agreement for the Seller to sell, or Truist to purchase, any Mortgage Loan.
- Seller Guide and Program Documents. Truist shall publish the Truist Section 2.4 Correspondent Seller Guide (as in effect on any date, the "Seller Guide"), which shall set forth, among other things, the terms and conditions on which all offers and sales of Mortgage Loans pursuant to this Agreement shall be made, and make the same available to the Seller at https://www.suntrust.com/home-mortgages/business-partners/correspondent-lending (the "Website"). Truist reserves the right to (i) amend or modify the Seller Guide in its sole discretion from time to time, which shall be effective without any notice to the Seller other than the posting of such amendments or modifications on the Website; (ii) issue bulletins, notices, or other written documentation in its sole discretion from time to time, which shall be effective without any notice to the Seller other than the posting of such bulletin, notice, or other written documentation on the Website; and (iii) propose amendments, addenda, or other terms, overlays, or variances to Seller which shall be effective upon the last of the Seller or Truist's signature. The Seller covenants and agrees to comply with all of the provisions of (a) this Agreement, (b) the Seller Guide, (c) any program bulletin, notice or other written documentation issued by Truist in effect as of such date, (d) the related Lock Confirmation, if any, (e) the Purchase Advice, if any, and (f) any other written documents and agreements executed and delivered by the Seller and Truist in connection with this Agreement or the Seller Guide, including any addenda to the Seller Guide, in effect as of such date ((b) through (f), collectively, the "Program Documents") and to fulfill its obligations under the Agreement and the Program Documents in accordance with the terms thereof. All Mortgage Loans purchased pursuant to the Agreement shall be subject to the terms of this Agreement and any and all applicable Program Documents. Seller and Truist agree that the Program Documents are incorporated by reference into this Agreement and are a part of this Agreement as if fully set forth herein, and are subject to change prospectively from time to time, as set forth in this Section 2.4.
- Section 2.5 Approved Seller. It is a condition precedent to submit mortgage loans for sale to Truist under this Agreement that the Seller must be an Approved Seller pursuant to the terms in the Agreement and Program Documents and that the Seller must remain an Approved Seller on the Purchase Date in order to be eligible to offer and sell Mortgage Loans pursuant to this Agreement. The Seller acknowledges and agrees to complete the annual recertification process in accordance with the Program Documents.
- <u>Section 2.6</u> <u>Seller Independent</u>. The Seller's decision to originate any mortgage loan or to deny any mortgage loan application is an independent decision of the Seller, and is in no way made as a result of Truist's decision to purchase, or not to purchase, or the price Truist may offer to pay for, any such mortgage loan, if originated.

ARTICLE III

SALE AND PURCHASE OF MORTGAGE LOANS

- Section 3.1 Sale and Purchase of Mortgage Loans. On each Purchase Date, the Seller hereby sells, assigns, transfers and conveys to Truist, its successors and assigns, without recourse, all the right, title and interest in and to the Mortgage Loan(s) identified in the Purchase Advice, including the servicing rights, the right to collect any servicing fees, all right to repayment under each Mortgage Loan, and all other rights related to or arising out of each Mortgage Loan.
- Section 3.2 Payment of Purchase Price. On the related Purchase Date and subject to the conditions set forth in this Agreement, Truist will remit the Purchase Price for the Mortgage Loan(s) purchased as set forth in the Program Documents. The Seller acknowledges and agrees that the Seller is selling all Mortgage Loans on a servicing released basis and that the Purchase Price received by the Seller as consideration for the sale of each Mortgage Loan includes the value of the servicing rights related thereto.
- Section 3.3 Delivery of Post-Closing Documents. The Seller agrees to deliver to Truist the Mortgage File for each Mortgage Loan. The Seller further agrees to deliver to Truist the Post Closing Documents for a Mortgage Loan in accordance with the provisions of the Program Documents. Truist reserves the right to charge late document delivery fees as described in the Program Documents if the Post Closing Documents are not delivered in accordance with the Program Documents.
- <u>Section 3.4</u> <u>Power of Attorney</u>. The Seller agrees to sign at least three (3) copies of a Power of Attorney in the form provided in the Seller Guide.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER

- <u>Section 4.1</u> <u>General Representations and Warranties</u>. The Seller represents, warrants, and covenants to Truist that, as of the date hereof and as of each Purchase Date, each of the representations, warranties, and covenants in Seller Guide are true and correct.
- Section 4.2 Representations and Warranties with respect to each Mortgage Loan. The Seller represents, warrants, and covenants to Truist that each of the representations, warranties, and covenants set forth in the Seller Guide are true and correct with respect to each Mortgage Loan as of the related Purchase Date.

ARTICLE V

REMEDIES AND INDEMNIFICATION

<u>Section 5.1</u> <u>Remedies</u>. The remedies for a breach of the Seller's representations, warranties, covenants, duties and obligations set forth in this Agreement including the obligation to repurchase any affected Mortgage Loan, are set forth in the Seller Guide. Such remedies survive any purchase, sale, or transfer of any Mortgage Loan or any interest therein, the liquidation of the Mortgage Loan, or any termination of this Agreement.

Section 5.2 Indemnification. The Seller shall indemnify and hold Truist and its present and former directors, officers, employees and agents, and hold such parties harmless from any claim, allegation, loss, damage, counterclaim, liability, obligation, cost and expense (including reasonable attorney fees), demand, action or proceeding, by whomsoever asserted, in connection with or relating to (i) any representation, warranty, or covenant of the Seller in this Agreement, the Seller Guide, or any Program Documents being untrue or incorrect in any respect, (ii) a breach by the Seller of any of its covenants, duties or obligations in this Agreement, the Seller Guide or any Program Document, or (iii) the Seller's ownership of, servicing or other actions with respect to any Mortgage Loan prior to the related Purchase Date. This Section shall survive any purchase, sale or transfer of any Mortgage Loan or any interest therein, the liquidation of the Mortgage Loan or any termination of this Agreement.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1 Events of Default. If any event of default as described in the Program Documents occurs, Truist, in addition to all other rights and remedies at law and equity that Truist may have, may terminate all of its obligations under this Agreement, including without limitation, any obligations to purchase or lock mortgage loans that may exist on the date of the event of default.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Notices. Except as otherwise specified in the Program Documents, all notices, consents, waivers and other communications relating to this Agreement must be in writing and will be deemed received (a) upon receipt by hand delivery or overnight courier or (b) three (3) Business Days after deposit in the United States Mail if delivered by registered or certified mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below or to such other individual or address as a party hereto may designate for itself by notice delivered as provided in this Section 7.1.

(i) If to the Seller:

Fo Box 1800 Seaford, DE 19973

(ii) If to Truist:

Truist Bank
901 Semmes Avenue
Richmond, VA 23224
Attn: Correspondent Risk Management

(iii) with a copy to:

Truist Bank 1001 Semmes Avenue Richmond, VA 23224 Attn: Legal Department

Interpretation. The headings preceding the text of Articles and Sections Section 7.2 in this Agreement and the exhibits and schedules attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Reference to any Person shall include such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement. Reference to any agreement (including this Agreement), document or instrument shall mean such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and shall include any exhibits or schedules thereto. Underscored references to Articles, Sections, paragraphs, clauses, exhibits or schedules shall refer to those portions of this Agreement unless otherwise specified. The use of the terms "hereunder," "hereof," "hereto" and words of similar import shall refer to this Agreement as a whole and not to any particular Article, Section, paragraph or clause of, or exhibit or schedule to, this Agreement. References to "dollars" or "\$" shall mean United States dollars. Reference to any statute or statutory provision shall include any consolidation, reenactment, amendment, modification or replacement of the same and any subordinate legislation in force under the same from time to time. Accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

Entire Agreement; Termination of Prior Agreements. This Agreement Section 7.3 (including any exhibits and schedules hereto), the Seller Guide and other Program Documents constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede any and all prior agreements, arrangements and understandings, both written and oral, between the parties relating to the subject matter hereof and thereof. This Agreement incorporates by reference the terms set forth in the Seller Guide and other Program Documents, all of which together constitute a single agreement and set forth the entire agreement and understanding of the Seller and Truist. To the extent there is a conflict among this Agreement, the Seller Guide or any Program Document, this Agreement shall control over the Seller Guide or other Program Document, and the Seller Guide shall control over any other Program Document. Any and all prior agreements, arrangements and understandings, both written and oral, between the Seller and Truist relating to the sale of residential mortgage loans after the date hereof (each, a "Prior Agreement") are hereby terminated and superseded by this Agreement. The termination of any such Prior Agreement shall not affect the vested rights of the parties thereunder, and any provision of any Prior Agreement (including without limitation representations, warranties, covenants, indemnities and other obligations) which, under the terms of the Prior Agreement or applicable law, would survive the termination of the Prior Agreement shall continue to survive the termination of such Prior Agreement.

Section 7.4 Amendment; Waiver. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The failure of a party hereto at any time or times to require performance of any provision hereof or claim damages with respect thereto shall in no manner affect its right at a later time to enforce the same.

Section 7.5 Arbitration. The Seller and Truist agree that any controversy, claim or dispute in connection with, arising under or relating to this Agreement or any matters contemplated hereby must be resolved by arbitration in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those rules exist on the date on which such controversy is submitted to arbitration, including Rules 16.1 and 16.2 of those rules, and any provisions of the Seller Guide in effect on the date on which such controversy is submitted to arbitration ("Arbitration"). The costs of the arbitrator and JAMS shall be shared equally between the parties. Each party, however, shall bear its own attorney's fees and costs in connection with the Arbitration.

Governing Law and Jurisdiction. This Agreement, and any dispute in Section 7.6 connection with, arising under or relating to this Agreement or any matters contemplated hereby, is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the parties. Subject to Section 7.5, the Seller (a) submits to personal jurisdiction in the Commonwealth of Virginia, the courts thereof and the United States District Courts sitting therein, for purposes of this Agreement, (b) waives any and all rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the Commonwealth of Virginia for those purposes, (c) agrees that service of process may be made upon the Seller by mailing a copy thereof by certified mail addressed to it as provided for notices hereunder or in any other manner permitted by applicable law and (d) agrees that a final judgment in any action or proceeding in any such court shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Any legal proceeding brought against either of the parties hereto with respect to or relating to this Agreement, shall be brought in the Circuit Court of Henrico County, Virginia, or in the United States District Court for the Eastern District of Virginia, Richmond Division, irrespective of where such party may be located at the time of such proceeding.

Section 7.7 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY AND ABSOLUTELY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH, ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY MATTERS CONTEMPLATED HEREBY, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

Section 7.8 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement, the Seller Guide or the other Program Documents were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, a party shall be entitled, in addition to any other remedy to which such party is entitled at law or in equity, to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without the necessity of providing actual damages or posting any bond. Notwithstanding the foregoing, upon a valid termination of this Agreement, the Seller shall not be entitled to any injunction or injunctions or to enforce specifically any term or provision of this Agreement. All rights and remedies existing under this Agreement may be exercised together, separately, or successively, and are cumulative to, and not exclusive of, any rights or remedies otherwise available under applicable law or in equity, or otherwise.

Section 7.9 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction, and there shall be deemed substituted for such term or provision at issue a valid, legal and enforceable term or provision as similar as possible to the term or provision at issue. If any term or provision of this Agreement is so broad as to be unenforceable, the term or provision shall be interpreted to be only so broad as is enforceable. To the extent permitted by applicable law, the parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof.

Section 7.10 Construction and Interpretation. Truist and the Seller acknowledge that each has consulted with, or has had the opportunity to consult with, its legal counsel prior to executing this Agreement. In addition, Truist and the Seller represent and warrant that neither has relied upon any advice, statement or representation pertaining to this Agreement or the subject matter hereof, made by the other, its employees, attorneys, servants or agents, or by any person or persons representing any of them, except as expressly set forth herein. This Agreement has been freely negotiated by Truist and the Seller, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

Section 7.11 Assignment; No Third-Party Beneficiaries. This Agreement is binding upon the Seller and Truist and their respective successors and assigns. This Agreement, and the Seller's duties, obligations or rights under this Agreement and the Purchase Documents, may not be assigned or otherwise transferred by operation of law or otherwise by the Seller without the prior written consent of Truist, and any such assignment or attempted assignment without such consent shall be void. Truist and Purchaser mutually agree that any attempt by Seller to assign this contract without the prior written consent of the other party will not bind the other party and operates to allow Truist to terminate the Agreement immediately at its election, and that Truist may, in its sole discretion, choose not to purchase any mortgage loans subject to a Lock Confirmation as of the date of such attempted assignment. Truist shall have the right to assign this Agreement, or any of its duties, obligations, or rights under this Agreement without the Seller's consent. This Agreement is intended solely for the benefit of the parties hereto, and no provision of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.

Section 7.12 Relationship of the Parties. Neither party shall be deemed an agent, employee or legal representative of the other party. Each party is acting solely on its own behalf and as an independent contractor. Neither party to this Agreement shall have the power or authority to represent, act for, bind or commit the other party in connection with any action taken pursuant to this Agreement. Neither the execution nor the performance of this Agreement shall be construed to establish any partnership or joint venture between the parties.

Section 7.13 Time is of the Essence. Time is of the essence in respect to all provisions of this Agreement, the Seller Guide or other Program Document in which a definite time for performance is specified, provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace or use period provided for in this Agreement, the Seller Guide or other Program Document. Truist shall not be liable to the Seller for any failure of the Seller Guide to be available to the Seller.

Section 7.14 Costs and Expenses. Except as otherwise specified in this Agreement, the Seller Guide or other Program Document, each party shall pay all costs and expenses incurred by it in connection with this Agreement and the transactions contemplated hereby.

Section 7.15 Termination; Survival. This Agreement may be terminated with respect to future purchases of Mortgage Loans by either party at any time by giving fifteen (15) days' written notice of termination to the other party. Seller and Truist shall mutually agree whether to sell and purchase any Mortgage Loans subject to outstanding Lock Confirmations at the time of such notice. In addition, this Agreement shall terminate automatically upon the occurrence of any Event of Default described in Article VI, any act of insolvency or bankruptcy concerning the Seller, the cancellation, rescission, or failure to renew of any federal or state regulatory authority or licensing agency that affects the Seller's license to originate mortgage loans or if any applicable regulatory authority or licensing agency institutes any action against the Seller for fraud or criminal conduct (any such event, a "Termination Event"). Upon a Termination Event, Truist, in its sole discretion may decline to purchase any Mortgage Loans that are the subject of a Lock Confirmation at the time of the Termination Event. The parties' representations and warranties contained in this Agreement, the Seller Guide or the other Program Documents and Truist's remedies for breach of them, shall survive in all cases, including, but not limited to, any termination of this Agreement. The covenants and agreements contained in this Agreement which by their terms contemplates performance after the related Purchase Date or termination of this Agreement shall survive the related Purchase Date or termination of this Agreement in accordance with such terms.

Section 7.16 Right to Offset. Truist shall have the right to offset any amounts owed by the Seller to Truist under this Agreement at any time, without prior notice, against any amounts owed by Truist to the Seller or against any and all balances, credits, deposits or monies of the Seller then or thereafter held by Truist.

Section 7.17 Intention of the Parties. It is the intention of the parties that Truist is purchasing, and the Seller is selling the Mortgage Loans and not a debt instrument of the Seller or another security. Accordingly, the parties hereto each intend to treat the transaction for tax and accounting purposes as a sale by the Seller, and a purchase by Truist, of the Mortgage Loans. To the extent that any transfer of any Mortgage Loan hereunder from the Seller is characterized as a loan by Truist to the Seller secured by such Mortgage Loan, (a) each of Truist and the Seller represents and warrants as to itself that each receipt by Truist of collections in respect of such Mortgage Loan, to the extent deemed to constitute a remittance of such collections by the Seller to Truist, will have been (i) in payment of a debt incurred by the Seller in the ordinary course of business or financial affairs of the Seller and Truist and (ii) made in the ordinary course of business or financial affairs of the Seller and Truist and (b) the Seller shall be deemed to have granted and does hereby grant to Truist a valid security interest in all of the Seller's right, title and interest in and to the Mortgage Loans and that this Agreement shall constitute a security agreement under applicable law. The Seller agrees that from time to time it shall promptly execute and deliver all additional instruments and documents and take all additional action that Truist may reasonably request in order to perfect the interests of Truist in, to and under, or to protect, the Mortgage Loans or to enable Truist to exercise or enforce any of its rights or remedies hereunder. The Seller hereby authorizes Truist to file financing statements and amendments thereto in connection with the transactions contemplated by this Agreement.

<u>Section 7.18</u> <u>Further Assurances</u>. The Seller and Truist each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Agreement, the Seller Guide and the other Program Documents.

Section 7.19 Reproduction of Documents. This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) documents received by any party at the closing, and (c) financial statements, certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, micro card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

<u>Section 7.20</u> <u>Counterparts</u>. This Agreement may be executed and delivered (including by facsimile or email transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

Section 7.21 Non-Solicitation. Seller shall not, after the Effective Date, take any action, or permit or cause any action to be taken on Seller's behalf by any person, to solicit any Borrower to refinance any Mortgage Loan purchased by Purchaser, or take any other action which would otherwise encourage the prepayment of any Mortgage Loan, except for general solicitations of the public at large. In addition, Seller agrees that it will not assist any person in making any solicitation of such Borrowers.

IN WITNESS WHEREOF, each of the Seller and Truist has caused this Correspondent Loan Purchase Agreement to be executed by its duly authorized officer as of the Effective Date.

| IRUIST BANK |
|--|
| Ву: |
| Name: |
| Title: |
| |
| |
| |
| |
| Tidemark Federal Credit Union |
| By: Sherry J. Shockley Name: Sherry Shockley |
| Name: Sherry Shockley |
| Title: (FO) |

DELEGATED AUTHORITY AMENDMENT TO CORRESPONDENT LOAN PURCHASE AGREEMENT

THIS DELEGATED AUTHORITY AMENDMENT TO CORRESPONDENT LOAN PURCHASE AGREEMENT ("Delegated Authority Amendment") between Truist Bank ("Purchaser") and Tidemark Federal Credit Union ("Seller") is effective as of the date signed by Purchaser ("Effective Date").

WHEREAS, Seller and Purchaser entered into a Correspondent Loan Purchase Agreement ("Agreement"), dated July 15, 2020, pursuant to which Seller and Purchaser agree to sell and purchase, respectively, closed, residential Mortgage Loans, from time to time as provided for therein; and

WHEREAS, Seller and Purchaser desire to amend the terms of the Agreement to approve Seller for delegated underwriting and approval Level II as set forth in the Seller Guide

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

ARTICLE ONE

All capitalized terms used in this Delegated Authority Amendment not defined herein, shall have the meanings set forth in the Agreement.

ARTICLE TWO

After the Effective Date of this Delegated Authority Amendment, Seller may offer to sell to Purchaser certain closed, residential Mortgage Loans that otherwise are eligible for sale to Purchaser under the Agreement, that are: (a) underwritten and approved by Seller as set forth in the Conventional Delegated Underwriting provisions of Section 1.05 of the Seller Guide, (b) are "Eligible" as described in Conventional Delegated Underwriting, Delegated Underwriting Classification, Delegation Level II in Section 1.05 of the Seller Guide, and (c) not described as "Ineligible" within the provisions of Conventional Delegated Underwriting, Delegated Underwriting Classification, Delegation Level II of Section 1.05 of the Seller Guide.

ARTICLE THREE

Seller agrees that all Mortgage Loans offered to Purchaser for purchase under this Delegated Authority Amendment that comply with Article Two, above, are also subject to all terms, conditions, approvals, and requirements of the Agreement.

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ARTICLE FOUR

Seller agrees that all breaches of the Delegated Authority Amendment shall be subject to the remedies set forth in the Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Delegated Authority Amendment to be signed by their duly authorized officers as of the date set forth below.

| Tidemark Federal Credit Union, as Seller | Truist Bank, as Purchaser |
|---|-------------------------------------|
| By: Sherry Shockley Sherry Shockley | Ву: |
| Title: | Title: |
| Date: 7/30/2020 | Effective Date: |

LIMITED POWER OF ATTORNEY

| Tidemark Federal Credit U | nion | (hereinafter called "Seller") hereby appoints |
|--|------------------------|--|
| Truist Bank ("Truist"), as its true ar | nd lawful attorney-in- | fact to act in the name, place and stead of Seller |
| for the purposes set forth below. | This Limited Power of | Attorney is given pursuant to a certain |
| Correspondent Loan Purchase Agr | reement by and betwe | en Seller and Truist dated |
| July 15, 2020 | (the "Agreement") to | which reference is made for the definition of |
| all capitalized terms herein. | | |

Now therefore, Seller does hereby constitute and appoint Truist the true and lawful attorney-in-fact of Seller and in Seller's name, place and stead with respect to each mortgage loan sold pursuant to the Agreement for the following, and only the following, purposes:

- To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances/modifications and extensions of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
- 2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, substitutions of plaintiff, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Seller in connection with foreclosure, bankruptcy and eviction actions. To properly service the Mortgage Loans prior to Truist (or other appropriate person under the applicable servicing agreement) becoming mortgagee of record and to correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by the Seller.
- To endorse and/or assign checks or negotiable instruments received by Truist as payment on a Mortgage Loan.

This Power of Attorney and the authority of the above-designated attorneys-in-fact shall automatically terminate when Truist becomes mortgagee of record of the Mortgage Loans.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Truist may lawfully perform in exercising those powers by virtue hereof.

The Power of Attorney conferred hereby shall not be delegable.

Truist shall indemnify, defend and hold harmless Seller from and against any and all material losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Truist (or its agents) pursuant to this Limited Power of Attorney, which act results in a Claim by virtue of the misuse or unlawful use of this Limited Power of Attorney (and not as a result

of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

| IN WITNESS WHEREOF, Seller has July 20 20 | executed this Limited Power of Attorney this 30th | day of |
|---|---|---|
| Tide | emark Federal Credit Union | |
| Ву: _ | Sherry I Shockley | |
| Print | Name: Sherry Shockley | |
| Title: | CFO | |
| Witness(es): Kare Woodland | | |
| | before me, Bonnie Farris | a notary public |
| for an within the said city, persona address is Laurel, DE | ally appeared, Sherry Shockley | whose personally |
| known to me (or proved to me o | on the basis of satisfactory evidence) to be the nt and acknowledged to me that he executed the e on the instrument the person or the entity uponent. | person whose name is same in his authorized |
| WITNESS my hand and officia | By: BOMIN HOUS | Notary Public |

Bonnie J. Farris Notary Public-State of Delaware My Commission Expires 09-08-2020

LIMITED POWER OF ATTORNEY

| Tidemark Federal Credit U | Jnion | (hereinafter called "Seller") hereby appoints |
|---------------------------------------|------------------------|--|
| Truist Bank ("Truist"), as its true a | nd lawful attorney-in- | fact to act in the name, place and stead of Seller |
| for the purposes set forth below. | This Limited Power of | Attorney is given pursuant to a certain |
| Correspondent Loan Purchase Ag | reement by and betwe | een Seller and Truist dated |
| July 15, 2020 | (the "Agreement") to | which reference is made for the definition of |
| all capitalized terms herein. | | |

Now therefore, Seller does hereby constitute and appoint Truist the true and lawful attorney-in-fact of Seller and in Seller's name, place and stead with respect to each mortgage loan sold pursuant to the Agreement for the following, and only the following, purposes:

- To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances/modifications and extensions of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
- 2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, substitutions of plaintiff, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Seller in connection with foreclosure, bankruptcy and eviction actions. To properly service the Mortgage Loans prior to Truist (or other appropriate person under the applicable servicing agreement) becoming mortgagee of record and to correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by the Seller.
- 3. To endorse and/or assign checks or negotiable instruments received by Truist as payment on a Mortgage Loan.

This Power of Attorney and the authority of the above-designated attorneys-in-fact shall automatically terminate when Truist becomes mortgagee of record of the Mortgage Loans.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Truist may lawfully perform in exercising those powers by virtue hereof.

The Power of Attorney conferred hereby shall not be delegable.

Truist shall indemnify, defend and hold harmless Seller from and against any and all material losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Truist (or its agents) pursuant to this Limited Power of Attorney, which act results in a Claim by virtue of the misuse or unlawful use of this Limited Power of Attorney (and not as a result

of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

| IN WITNESS WHEREOF, Seller ha | s executed this Limited Power of A | Attorney this 30th day of |
|-------------------------------------|--|--|
| Ti | demark Federal Credit Union | |
| Ву: | Sherry J. Shockley | - |
| Prir | t Name: Sherry Shockley | |
| Titl | e: CFO | |
| Witness(es): Kaun Woodland | | |
| On_July 30, 2020 | _before me, Bonnie Farris | a notary public |
| for an within the said city, person | nally appeared, Sherry Shockley | whose |
| subscribed to the within instrum | ent and acknowledged to me that re on the instrument the person | personally person be the person whose name is the executed the same in his authorized or the entity upon behalf of which the |
| WITNESS my hand and offici | al seal By: <u>BUMW</u> | Motary Public |

Bonnie J. Farris Notary Public-State of Delaware My Commission Expires 09-08-2020

LIMITED POWER OF ATTORNEY

| Tidemark Federal Credit U | Jnion | (hereinafter called "Seller") hereby appoints |
|---------------------------------------|-------------------------|--|
| Truist Bank ("Truist"), as its true a | ind lawful attorney-in- | fact to act in the name, place and stead of Seller |
| for the purposes set forth below. | This Limited Power o | f Attorney is given pursuant to a certain |
| Correspondent Loan Purchase Ag | reement by and betw | een Seller and Truist dated |
| July 15, 2020 | (the "Agreement") to | which reference is made for the definition of |
| all capitalized terms herein. | | |

Now therefore, Seller does hereby constitute and appoint Truist the true and lawful attorney-in-fact of Seller and in Seller's name, place and stead with respect to each mortgage loan sold pursuant to the Agreement for the following, and only the following, purposes:

- To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances/modifications and extensions of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.
- 2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, substitutions of plaintiff, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of Seller in connection with foreclosure, bankruptcy and eviction actions. To properly service the Mortgage Loans prior to Truist (or other appropriate person under the applicable servicing agreement) becoming mortgagee of record and to correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by the Seller.
- 3. To endorse and/or assign checks or negotiable instruments received by Truist as payment on a Mortgage Loan.

This Power of Attorney and the authority of the above-designated attorneys-in-fact shall automatically terminate when Truist becomes mortgagee of record of the Mortgage Loans.

Seller further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Truist may lawfully perform in exercising those powers by virtue hereof.

The Power of Attorney conferred hereby shall not be delegable.

Truist shall indemnify, defend and hold harmless Seller from and against any and all material losses, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, demands or claims of any kind whatsoever, ("Claims") arising out of, related to, or in connection with (i) any act taken by Truist (or its agents) pursuant to this Limited Power of Attorney, which act results in a Claim by virtue of the misuse or unlawful use of this Limited Power of Attorney (and not as a result

of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

| IN WITNESS WHEREOF, Seller has executed by the s | ecuted this Limited Power of Attorney this 30th | day of |
|--|--|------------------------|
| Tidem | ark Federal Credit Union | |
| Ву: | Sherry J Shockley | |
| Print Na | me: Sherry Shockley | |
| Title: <u>CF</u> | ÷0 | |
| Witness(es): Sur Woodland | | |
| On_July 30, 2020bef | fore me <u>, Bonnie Farris</u> | a notary publi |
| for an within the said city, personally | appeared, Sherry Shockley | whos |
| subscribed to the within instrument a | the basis of satisfactory evidence) to be the and acknowledged to me that he executed the n the instrument the person or the entity upont. | same in his authorized |
| WITNESS my hand and official sea | By: Bumm Hlus | Notary Public |

Bonnie J. Farris Notary Public-State of Delaware My Commission Expires 09-08-2020

NOTICE OF SERVICING TRANSFER (SAMPLE)

| The servicing of your mortgage loan is being transferred date, a new servicer will be collecting your mortgage loan will change. | |
|---|---|
| | ır paymentswill |
| stop accepting payments received from you after | , 2020. |
| Truist Bank ("SunTrust now Truist") will collect your paccepting payments received from you on, 202 | |
| Send all payments due on or after, 2020 to Tr MD 21279-0041. | uist Bank at this address: P.O. Box 79041, Baltimore, |
| If you have any questions for either your present service servicer, Truist Bank, about your mortgage loan or thi below: | |
| Current Servicer: | New Servicer: |
| Tidemark FCU | Truist Bank (SunTrust now Truist) |
| Address for Borrower Payments: PO Box 1630 Millsboro, DE 19966 | Address for Borrower Payments: P. O. Box 79041 Baltimore, MD 21279-0041 |
| Address for Borrower Correspondence: Tidemark FCU PO Box 1630 Millsboro, DE 19966 | Address for Borrower Correspondence: Truist Bank Attn: Client Service Dept. P. O. Box 26149 Richmond, VA 23260-6149 |
| Website: tidemarkfcu.org | Website: suntrust.com/home-mortgages |
| Customer Service Toll-Free/Collect Number: 302.629.0100 | Customer Service Toll-Free Number: 800.634.7928 |
| Customer Service Business Hours: M-F 9am to 5 pm | Customer Service Business Hours: 8.am. to 8 p.m., Monday through Friday, and 9 a.m. to 3 p.m., ET, on Saturday. |
| For more information, or if you should have any questio of the available contact options listed above. Important note about insurance: If optional insurance p | |
| are included in your payments, this service will not trans | |
| You should do the following to maintain coverage: If y contact your optional insurance carrier for information of | n how you can pay premiums directly to them. |
| If you utilize''s payer Truist Bank. Please notify any third party or other bill number and the new payment address of Truist Bank at t | paying service provider of the change in payee, loan |
| If you are currently participating in (or being considered will be transferri | for) a loan modification program, ng all your documentation to Truist Bank. Until the |
| transfer date, you should continue to send your payment | = : |
| Truist Bank at the time of the transfer for processing. Pl needed for a final decision. | |

Before the service transfer date, please send all QUALIFIED WRITTEN REQUESTS (QWR), NOTICES OF ERROR (NOE), an REQUESTS FOR INFORMATION (RFI) TO Tidemark FCU, PO Box 1630, Millsboro, DE 19966

After the service transfer date, please send all QUALIFIED WRITTEN REQUESTS (QWR), NOTICES OF ERROR (NOE), and REQUESTS FOR INFORMATION (RFI) to Truist Bank, ATTN: QWR/NOE/RFI, P. O. Box 26527, Richmond, VA 23261.

Federal Law permits you to contact us in writing regarding your account in order to request certain types of actions and/or information (with exceptions). These requests include (1) a Qualified Written Request, (2) a Notice of Error, and (3) a Request for Information. If you submit a QWR or NOE, please include your name, loan account number and the reason you believe the account is in error. If you submit an RFI, please include your name, loan account number and the specific information requested. All requests must be sent to the address above.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed on you.

The following information is for clients with Arkansas Property only. SunTrust now Truist Bank is licensed by the Arkansas Securities Department ("the ASD"). If you have a complaint regarding Truist Bank, you may obtain a Complaint Form from the ASD website at www.SECURITIES.ARKANSAS.GOV. The Complaint Form contains instructions on how to complete the form and submit it to the ASD. The mailing address for the ASD is: Heritage West Building, Suite 300, 201 East Markham Street, Little Rock, Arkansas 72201-1692. The ASD maintains a Hotline at (800) 981-4429.

Thank you for your cooperation and understanding regarding the transfer of your mortgage loan. If we may be of any assistance, please do not hesitate to contact our Client Services Department at 800.634.7928. One of our client service representatives will be happy to assist you.

Lender: Tidemark FCU

| Name/Title | Email | Phone Number |
|-----------------|---------------------------|----------------------|
| Pamela Fleuette | pfleuette@tidemarkfcu.org | 302.629.0100 ext 102 |
| | | |

| 2. Primary Contact | | |
|----------------------|---------------------------|----------------------|
| Name/Title | Email | Phone Number |
| Pamela Fleuette, CEO | pfleuette@tidemarkfcu.org | 302.629.0100 ext 102 |

| 3. Legal (internal to your company, please provide two) | | | |
|---|---------------------------|----------------------|--|
| Name/Title | Email | Phone Number | |
| Pamela Fleuette, CEO | pfleuette@tidemarkfcu.org | 302,629,0100 ext 102 | |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629.0100 ext 130 | |

| 4. Recertification | | |
|----------------------|---------------------------|----------------------|
| Name/Title Email | | Phone Number |
| Pamela Fleuette, CEO | pfleuette@tidemarkfcu.org | 302.629,0100 ext 102 |

| 5. LendingSpace User Administator (Responsible for managing user access - please provide two) | | |
|---|---------------------------|----------------------|
| Name/Title | Email | Phone Number |
| Bonnie Farris, Director of Loan Operations | bfarris@tidemarkfcu.org | 302,629,0100 ext 131 |
| Pamela Fleuette, CEO | pfleuette@tidemarkfcu.org | 302.629.0100 ext 102 |

| 6. Operations Manager | | |
|--|-------------------------|----------------------|
| Name/Title | Phone Number | |
| Bonnie Farris, Director of Loan Operations | bfarris@tidemarkfcu.org | 302.629.0100 ext 131 |

| 7. Government Insurer (NA for Non-Delegated applicant) | | |
|--|---------------------------|----------------------|
| Name/Title | Email Phone Nur | |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629.0100 ext 130 |

| 8. Underwriting Manager (NA for Non-Delegated applicant) | | |
|--|---------------------------|----------------------|
| Name/Title | Email Phone Number | |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629.0100 ext 130 |

| 9. Underwriting: Approvals, Pends or Denials (please provide two) | | |
|---|---------------------------|----------------------|
| Name/Title | Email | Phone Number |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302,629.0100 ext 130 |
| Pamela Fleuette, CEO | pfleuette@tidemarkfcu.org | 302.629.0100 ext 102 |

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Contacts, page two

| 10. Secondary: Lock Confirmations (please provide two) | | |
|--|---------------------------|----------------------|
| Name/Title | Email | Phone Number |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629,0100 ext 130 |
| Jan Wishart, Closer | jwishart@tidemarkfcu.org | 302.629.0100 ext 118 |

| 11. Final Docs | | |
|---------------------|--------------------------|----------------------|
| Name/Title | Email | Phone Number |
| Jan Wishart, Closer | jwishart@tidemarkfcu.org | 302.629.0100 ext 118 |

| 12. Compliance Manager | | |
|------------------------|-----------------------------|----------------------|
| Name/Title | ne/Title Email Phone Number | |
| Pamela Fleuette, CEO | pfleuette@tidemarkfcu.org | 302,629.0100 ext 102 |

| 13. Quality Control | | |
|-----------------------------------|---------------------------|----------------------|
| Name/Title | Email | Phone Number |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629.0100 ext 130 |

| 14. Purchase Review: Pend Notifications (please provide two) | | |
|--|---------------------------|----------------------|
| Name/Title | Email | Phone Number |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629,0100 ext 130 |
| Sherry Shockley, CFO | sshockley@tidemarkfcu.org | 302.629.0100 ext 103 |

| 15. Purchase Advices (please provide two) | | |
|---|---------------------------|----------------------|
| Name/Title | Email | Phone Number |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629.0100 ext 130 |
| Sherry Shockley, CFO | sshockley@tidemarkfcu.org | 302,629.0100 ext 103 |

| 16. MERS | MERS | | |
|-----------------------------------|---------------------------|----------------------|--|
| Name/Title | Email | Phone Number | |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629.0100 ext 130 | |

| 17. First Payment Default Notice | 7. First Payment Default Notice | | |
|-----------------------------------|---------------------------------|----------------------|--|
| Name/Title | Email | Phone Number | |
| Karen Woodland, Mortgage Loan Mgr | kwoodland@tidemarkfcu.org | 302.629.0100 ext 130 | |

| 18. Billing (UW fees, early payoffs, etc.) | | |
|--|--------------------------------|--|
| Name/Title | Sherry Shockley, CFO | |
| Email | sshockley@tidemarkfcu.org | |
| Phone Number | 302.629.0100 ext 103 | |
| Address (including city and state) | PO Box 1800, Seaford, DE 19973 | |

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Correspondent Lender Certification for Delivery of Electronically Signed Documents

Tidemark FCU

("Correspondent") intends to sell residential mortgage loans to Truist where consumer disclosures and other documents required under state and federal law, excepting for Notes, E-Notes, and Security Instruments, are delivered and signed to the extent required by applicable law, using electronic records and signatures. Truist, as the purchaser of these loans and as a seller to secondary market participants is required to make a due diligence inquiry into the Correspondent's (or its vendor's) electronic signature and record delivery systems and processes to insure the Systems meet minimum security standards.

Note that this attestation is solely for the purpose of determining and confirming that the Correspondent's vendor meets specific security criteria that have been identified by Truist as relevant to Truist as a loan purchaser and seller. Correspondent remains solely responsible for its own evaluation and supervision of its vendors and the legal and compliance adequacy of the System and the Documents. Acceptance of this attestation by Truist as sufficient does not constitute an endorsement or approval of any vendor, System(s), or Documents by Truist.

For purposes of this Attestation:

- System(s)" means computers, electronic devices, hardware, software, websites, internet, private networks, telephone lines, wireless communications, security measures, proprietary coding, interfaces and/or connectivity used to create, present, sign, transfer, maintain, send, receive, retrieve and/or store electronic documents, records and signatures.
- Documents" means any initial application or disclosure document, closing disclosure, and right to cancel notice associated with a residential mortgage loan, excluding a note, E-note, and a security instrument, which is electronically delivered to a consumer, whether for review or signature.

Truist is requesting that the Seller complete the attestation below confirming the compliance of their System(s) with the minimum security standards. Specifically, by completing this attestation, Correspondent is certifying that:

By completing and executing this Attestation, the Correspondent is certifying that:

The Systems comply with and produce valid, enforceable, and effective records and signatures
under the Electronic Signatures in Global and National Commerce Act ("ESIGN") and the
Uniform Electronic Transactions Act ("UETA"), and other state and federal laws as applicable.

Correspondent Lender Certification for Delivery of Electronically Signed Documents

- The Systems electronically create and permit consumers to electronically sign a consent to receive and sign Documents electronically as required by ESIGN and provide consumers with pre-consent disclosures in compliance with ESIGN.
- The Systems electronically create federal and state consumer lending disclosures that comply
 in all respects (conspicuousness, completeness and accuracy) with all applicable federal and
 state laws, rules and regulations.
- Each electronic document created and used in the loan origination process complies with all applicable state and federal consumer protection and disclosure laws, and all other applicable laws and regulations.
- Electronic documents are properly created and electronically signed (if required) and will be valid, enforceable and effective in accordance with the terms thereof.
- The Systems have been reviewed by an internal or external computer technology and security expert and legal expert for compliance with applicable ESIGN and UETA laws, and upon demand by Truist, the findings pursuant to this review will be made available.
- The Systems satisfy the applicable requirements for electronic records and signatures set forth by the government sponsored enterprises, the Department of Housing and Urban Development, the Department of Veteran's Affairs and the Department of Agriculture.
- Seller will notify Truist immediately of any changes to its Systems or the Vendor that would impair the validity of the electronic signatures or records delivered to Truist.

To assist Truist in performing its due diligence evaluation of the Correspondent's Systems, please complete the vendor information request below.

Name of Vendor Docusign Corporate Address 221 Main St, Suite 1000 City, State, Zip Code San Francisco, CA 94105 I certify and attest that the foregoing is true and correct. Correspondent Lender: Tidemark FCU Signature: Sherry Shockley Title: CFO Telephone Number: 302.629.0100 ext 103

Email Address: sshockley@tidemarkfcu.org

Warehouse Line Disclosure Please provide the information requested on all Warehouse Lines approved for or used by your company and attach a sample copy of each Bailee Letter Warehouse Lender Contact Name Contact Phone # Contact Email Address Name on Account Line Amount Inception Date Next Renewal Date **ABA Routing Number** Account Number For Further Credit To (if applicable) Warehouse Lender Contact Name Contact Phone # **Contact Email Address** Name on Account Line Amount Inception Date Next Renewal Date **ABA Routing Number Account Number** For Further Credit To (if applicable) Warehouse Lender Contact Name Contact Phone # **Contact Email Address** Name on Account Line Amount Inception Date Next Renewal Date **ABA Routing Number Account Number** For Further Credit To (if applicable) Warehouse Lender Contact Name Contact Phone # **Contact Email Address** Name on Account Line Amount Inception Date Next Renewal Date **ABA Routing Number** Account Number For Further Credit To (if applicable)

| TOTAL LINE(S) AVAILABLE: \$ | |
|--|--|
| e not obligated under any Warehouse Lending Agreements | |

I certify that the information provided above is complete and accurate and lists all existing warehouse relationships. Failure to fully and accurately complete this disclosure will be considered a breach of our Correspondent Loan Purchase Agreement. By signing we also understand that Truist will make reference inquiries and that it may verify any information contained in the Application and/or Addendum to the Correspondent Application by inquiries through public and private sources.

| Lender: Tidemark FCU | _{Date:} 7/30/2020 | |
|-----------------------------------|----------------------------|--|
| Authorized Signature:Sherry J | Shortley | |
| Print Name and Title: Sherry Shoc | kley, CFO | |

WIRE AUTHORIZATION To Be Completed By <u>Financial Institutions/Credit Unions Only</u>

| CORRESPONDENT INFORMATION: |
|--|
| YOUR COMPANY NAME (BANK): Tidemark Federal Credit Union |
| COMPANY ADDRESS (CITY, STATE): 1941 Bridgeville Hwy; Seaford, DE 19973 |
| COMPANY CONTACT: Sherry T. Shockley |
| contact phone number: (302) 629-0100 × 103 |
| |
| BANK INFORMATION: |
| BANK NAME: Tidemark Federal Credit Union |
| ABA ROUTING NUMBER: 231176884 |
| BANK CONTACT: Sherry T Shockley |
| CONTACT PHONE NUMBER: (302) 629-0100 × 103 |
| FURTHER CREDIT BANK/ACCT NAME: Tidemark Federal Credit Union |
| ABA/ACCOUNT NUMBER: 801972 |
| |
| <u>OPTIONAL</u> |
| FINAL CREDIT NAME: |
| ACCOUNT NUMBER |