



MORTGAGE BROKER LOAN PURCHASE AGREEMENT

For Licensed Mortgage Brokers and Mortgage Bankers

THIS AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____, 20_____, by and between **GMFS LLC** and

_____ (hereinafter referred to as “**Mortgage Broker**”).

RECITALS

GMFS LLC and **Mortgage Broker** have agreed to enter into an agreement in which **Mortgage Broker** solicits prospective borrowers for residential mortgage loans and **GMFS LLC** may underwrite and, upon approval of the final loan application and related complete loan package therefore, in its sole discretion agrees to purchase such loans, with the intention of selling such loans to investors or in the secondary market. The purpose of this Agreement is to define the duties, responsibilities and consideration of each party hereto in this arrangement. **Mortgage Broker** includes all subsidiaries, affiliates, correspondents, branches and any related parties.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, **GMFS LLC** and **Mortgage Broker** agree as follows:

1 ORIGINATION AND PURCHASE OF MORTGAGE LOANS

1.1 **Mortgage Broker** may submit applications and related loan packages for mortgage loans to **GMFS LLC** and **GMFS LLC**, upon receipt thereof, may, in its sole discretion, underwrite and approve such applications and related complete loan packages. **Mortgage Broker** warrants that each such mortgage loan approved and purchased by **GMFS LLC** shall conform in all respects to all the terms, conditions, representations, warranties and covenants contained in this Agreement. Nothing in this Agreement shall be construed as obligating **GMFS LLC** to accept or approve any such application, loan package or mortgage loan. In the event a mortgage loan is approved and accepted by **GMFS LLC** and closed in the name of **Mortgage Broker**, **Mortgage Broker** shall assign, transfer, convey and deliver the mortgage loan to **GMFS LLC** (including all servicing rights relating thereto), and endorse the related promissory note, in accordance with **GMFS LLC’s** policies and procedures. Such endorsement and assignment shall be without recourse as to payment but subject to the representations and warranties of **Mortgage Broker** contained in this Agreement. Simultaneously with the assignment thereof to **GMFS LLC**, **GMFS LLC** shall make payment of the purchase price for such mortgage loan to **Mortgage Broker**, such purchase price to be determined in accordance with **GMFS LLC’s** compensation arrangements for mortgage loans as then in effect.

1.2 From time to time during the term of this Agreement, **GMFS LLC** shall determine and make known to **Mortgage Broker** its eligibility criteria, submission procedures and compensation arrangements for mortgage loans based on factors such as type of loan, loan limits, loan-to-value ratios, interest rates, points and fees, payment features, documentation requirements, and credit standards. These eligibility criteria, submission procedures and compensation arrangements are subject to change by **GMFS LLC** from time to time upon notice to **Mortgage Broker**.

1.3 **GMFS LLC** shall have sole discretion in underwriting each mortgage loan submitted hereunder, and if approved by **GMFS LLC**, the closing thereof shall be in accordance with **GMFS LLC’s** policies and procedures. **Mortgage Broker** and **GMFS LLC** expressly agree and acknowledge that **Mortgage Broker** shall have no right, power or authority, express or implied, to approve a loan application, orally or in writing, on behalf of **GMFS LLC** or to issue to prospective mortgagors any type of binding commitment to loan funds on behalf of **GMFS LLC**.

2 REPRESENTATIONS, WARRANTIES, COVENANTS, RESPONSIBILITIES AND OBLIGATIONS OF MORTGAGE BROKER

As an inducement to **GMFS LLC** to enter into this Agreement and to purchase loans hereunder, **Mortgage Broker** makes the general and specific representations and warranties to **GMFS LLC**, and its successors and assigns, set forth in this Agreement, including those set forth below in this Section 2, and agrees to perform fully the covenants,

responsibilities and obligations set forth herein and therein. All representations and warranties of **Mortgage Broker** shall be deemed made as of the date hereof and as of the date on which **GMFS LLC** purchases any mortgage loan hereunder.

- 2.1 **Mortgage Broker** is a licensed Mortgage Broker or Mortgage Banker, and an independent contractor, and **Mortgage Broker** shall not make any representations in any manner that **Mortgage Broker** is the agent, servant, employee, representative, partner or co-venturer of **GMFS LLC**. **Mortgage Broker** shall have no authority to solicit, bind or commit **GMFS LLC** to any contract or transaction, whether for placement of a loan or for any other purpose, and **Mortgage Broker** shall not represent in any manner to anyone that **Mortgage Broker** has any such authority.
- 2.2 If **Mortgage Broker** is a corporation, LLC, or any type of legal entity required to be licensed by a state, **Mortgage Broker** represents and warrants to **GMFS LLC** that it is validly existing and in good standing under the laws of the State in which it is incorporated and doing business, and that it is duly qualified in each State wherein such qualification is necessary. At the time of the execution of this Agreement, **Mortgage Broker** agrees to provide a corporate resolution indicating that the individual(s) executing this Agreement are fully authorized to execute and deliver this Agreement on behalf of **Mortgage Broker** and designating the individuals who are authorized to bind **Mortgage Broker** for all mortgage loans to be purchased by **GMFS LLC** hereunder.
- 2.3 **Mortgage Broker** represents and warrants that **Mortgage Broker** is duly qualified and licensed by all City, State and Federal regulatory authorities to perform any and all services, agreements and obligations hereunder and will, during the term hereof, maintain such qualifications and licenses. During the term of this Agreement, **Mortgage Broker** will renew all licenses required hereunder prior to their expiration, and it will fully comply with all applicable laws, ordinances and regulations. **Mortgage Broker** will immediately notify **GMFS LLC** if any license is not renewed or is suspended or canceled for any reason.
- 2.4 **Mortgage Broker** agrees to obtain descriptions from **GMFS LLC** of **GMFS LLC's** available loan programs, and to accurately explain such programs to prospective borrowers. **Mortgage Broker** shall explain to prospective borrowers only the specific and available loan programs at current interest rates provided by **GMFS LLC**. Upon completing or receiving a completed application, as defined in the Truth In Lending Act, **Mortgage Broker** shall prepare and timely deliver to prospective borrowers the Home Loan Toolkit (for purchase money loans), a preliminary Loan Estimate and Written List of Providers, as required by the Truth In Lending Act, and any other notices and forms required by Federal, State or local law in connection with **Mortgage Broker's** activities hereunder. **Mortgage Broker** also agrees to disclose any fees to be paid to **Mortgage Broker** at closing on such Loan Estimate, in connection with a borrower paid compensation transaction, and any other forms that require disclosure of such fees.
- 2.5 **Mortgage Broker** warrants that all loan applications and related loan packages submitted by **Mortgage Broker** to **GMFS LLC** hereunder will have been fully investigated by **Mortgage Broker**, all material representations contained in such applications will have been investigated or ascertained by **Mortgage Broker** in accordance with prudent underwriting practices, that all documents submitted or to be submitted to **GMFS LLC** are genuine; that all representations with respect to the loans are true and correct and meet the requirements and specifications of this Agreement, and the prevailing market standards; and that **Mortgage Broker** shall obtain accurate and reliable credit reports from credit reporting agencies and must order all real estate appraisals through an appraisal management company ("AMC") and comply with all federal and agency appraisal independence requirements. **Mortgage Broker** shall be responsible for all costs and expenses incurred by **Mortgage Broker** including real estate appraisals, credit reports and any other costs and expenses.
- 2.6 **Mortgage Broker** agrees to make prompt, timely, full, accurate and truthful disclosures to **GMFS LLC** of all facts, information and documentation of which **Mortgage Broker** may know, suspect or have actual or constructive notice that could or has affected the validity, collectability, security and/or enforceability of any loans to be purchased by **GMFS LLC**, including all facts, information and documentation relating to any disputes, proceedings, litigation or governmental action threatened, anticipated, or pending, respecting the borrowers, the subject real property, or the loan transactions, as well as all facts, information and documentation relating to the borrowers, their creditworthiness or the value or condition of the related properties. Any alteration, deterioration, waste or destruction (complete or partial) or other damage or injury to the related property which affects its value or condition, or otherwise affects or impairs any security to be granted to **GMFS LLC** or its assignees or successors, upon purchase of a loan, and any appraisal covering the related property which determines a property value lower than that previously disclosed to **GMFS LLC**, or which discloses any other fact or information material to the related property or to the proposed mortgage or which has not theretofore been disclosed to **GMFS LLC**, shall be disclosed by **Mortgage Broker** to **GMFS LLC** immediately upon **Mortgage Broker's** first ascertaining such facts or information, and, in any event, not later than **Mortgage Broker** should, exercising reasonable diligence, first have become aware of such facts or information.

- 2.7 **Mortgage Broker** warrants and represents that (a) the execution and delivery of this Agreement by **Mortgage Broker**, and the obligations which it will perform hereunder, do not, and will not, violate any provision of any contract, law, rule, regulation, order, writ, judgement, injunction, decree, determination or award having applicability to **Mortgage Broker** or the Articles of Incorporation, Bylaws or other organizational documents of **Mortgage Broker**, nor with notice or passage of time or both, would constitute such violation; and (b) there are, to **Mortgage Broker's** knowledge, no actions, suits or proceedings pending or threatened against or affecting **Mortgage Broker** or the properties of **Mortgage Broker** before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to **Mortgage Broker**, would have a material adverse affect on the financial condition, properties or operations of **Mortgage Broker**.
- 2.8 **Mortgage Broker** represents and warrants that it shall be the originating lender of each mortgage loan at the time of its sale and assignment to **GMFS LLC**, and no prior sale, pledge, assignment or hypothecation of any such mortgage loan, or any portion thereof, has been made to any other person or entity, except for those being released at the time of sale. **Mortgage Broker** further warrants that all notes, assignments, agreements, documents and other instruments purporting to be executed by an officer, employee, representative or agent of the **Mortgage Broker** are and shall be genuine, authorized, valid and binding, and shall constitute valid, binding and enforceable obligations of **Mortgage Broker**.
- 2.9 **Mortgage Broker** covenants that it will not act outside the scope of its authority hereunder and will not hold itself out to prospective mortgagors as having the authority to approve loan applications or to issue loan commitments on behalf of **GMFS LLC**.

3 RIGHTS AND RESPONSIBILITIES OF GMFS LLC

- 3.1 **GMFS LLC**, in its sole and absolute discretion, may elect to accept or reject any application, loan package or mortgage loan submitted to it by **Mortgage Broker** under this Agreement. All approvals and denials will be in written form established by **GMFS LLC**. In no event will **GMFS LLC** be deemed to have approved any loan application until receipt by **Mortgage Broker** of such written approval.
- 3.2 The relationship between **GMFS LLC** and **Mortgage Broker**, as provided under this Agreement, is nonexclusive, and **GMFS LLC** intends to enter into, and shall not be restricted by this Agreement from entering into, other arrangements with other Mortgage Brokers from time to time in the sole discretion of **GMFS LLC** and without notice to **Mortgage Broker**, whether or not similar to the arrangements set forth in this Agreement. **Mortgage Broker** is also free to enter into mortgage loan arrangements with other lenders from time to time, without notice to **GMFS LLC**.
- 3.3 With its execution of this Agreement, **Mortgage Broker** hereby grants permission to **GMFS LLC** to verify any information regarding any loan package or documents subject to this Agreement.
- 3.4 **Mortgage Broker** shall provide all documentation, facts, information and other assistance as may be required or otherwise requested by **GMFS LLC**, relating to the origination, application, processing, funding and closing of any loans submitted by **Mortgage Broker** to **GMFS LLC**.

4 LOAN REVIEW

- 4.1 **Mortgage Broker** acknowledges that in the course of its business **GMFS LLC** may conduct quality control audits to reverify or assure **GMFS LLC** of the accuracy of the information submitted to it by **Mortgage Broker** and prospective borrowers. No such audits shall relieve **Mortgage Broker** of any duty or obligation hereunder, nor shall such audits or the information obtained by **GMFS LLC** as a result thereof relieve **Mortgage Broker** of its obligations hereunder or constitute a waiver of any claim by **GMFS LLC** arising from the inaccuracy of any warranties or representations of **Mortgage Broker** hereunder.

5 LOAN RATES AND FEES

- 5.1 All loan rates and fees quoted by **GMFS LLC** to **Mortgage Broker** will be in a form and by a method established by **GMFS LLC** from time to time. No rate quotes or "rate-locks" will be binding upon **GMFS LLC** unless agreed to in writing by a designated authorized employee of **GMFS LLC**.
- 5.2 Except for the payment to satisfy an existing loan secured by a lien on the related property, the loan proceeds are not to be paid, in whole or in part, to a seller who (1) pays any compensation to or receives any compensation from **Mortgage**

Broker, (2) is related by common ownership or control to **Mortgage Broker**, or (3) shares its profits or losses with **Mortgage Broker**. The term “**Mortgage Broker**” in this Agreement includes **Mortgage Broker’s** affiliates, partners, directors, officers, employees and agents. **Mortgage Broker’s** requests for exceptions to this Section 5.2 must be in writing, and any change to an original request submitted is the responsibility of **Mortgage Broker**. Nothing in this provision is intended to preclude an employee of **Mortgage Broker**, or any affiliated company, from obtaining a loan under the **GMFS LLC** program.

- 5.3 No loan application will be submitted that has been referred or Brokered to **Mortgage Broker** by another Mortgage Broker who will receive any compensation from **Mortgage Broker**, directly or indirectly, unless disclosed in writing to **GMFS LLC** with the application and approval by **GMFS LLC**.

6 COMPLIANCE

- 6.1 In general, the procedures, eligibility requirements, loan application and related forms and all other aspects of processing loans will be those required by the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, as appropriate; provided, however, **GMFS LLC** may insist upon the use of alternative or additional forms and procedures. All applicable State, Local, Municipal and Federal laws and regulations of any nature will be observed, as they relate to **Mortgage Broker’s** activities undertaken in connection with this Agreement, and all necessary disclosures required by those laws and regulations shall be made by **Mortgage Broker** including, but not limited to, the Truth-In-Lending Act (including right of rescission requirements), the Real Estate Settlement Procedures Act, the Fair Housing Act, the Fair Credit Reporting Act, the Home Mortgage Disclosure Act, the Equal Credit Opportunity Act, the Gramm-Leach-Bliley Act, and all Federal and State privacy laws, rules, and regulations. **Mortgage Broker’s** compliance and disclosure obligations under these laws and regulations shall be limited to those that arise from **Mortgage Broker’s** activities undertaken hereunder. **GMFS, LLC** shall be responsible for providing other disclosures required by applicable law.

7 MORTGAGE BROKER’S REPURCHASE AND INDEMNIFICATION OBLIGATIONS

- 7.1 In the event a representation or warranty by **Mortgage Broker** relating to a mortgage loan purchased by **GMFS LLC** is determined by **GMFS LLC** to have been inaccurate as of the date made, **Mortgage Broker** agrees to immediately repurchase such mortgage loan, should **GMFS LLC** or the then holder of the mortgage loan so request, at a repurchase price payable in cash equal to the following (exclusive of any advances made by the servicer thereof): (i) the then unpaid principal balance of the mortgage loan, (ii) all accrued but unpaid interest on the mortgage loan at its note rate, (iii) any fee or other amount, if any, in excess of par previously paid by **GMFS LLC** to **Mortgage Broker** relating to such mortgage loan, and (iv) all expenses, including reasonable legal fees, incurred by **GMFS LLC** or such holder relating to such repurchase, including enforcing **Mortgage Broker’s** obligation to repurchase. Upon payment of such repurchase price, **GMFS LLC** shall endorse and assign without recourse or warranty whatsoever, or shall cause the holder thereof to so endorse and assign, the promissory note and mortgage to **Mortgage Broker**.
- 7.2 **Mortgage Broker** herewith agrees to indemnify and hold **GMFS LLC**, and its related corporations, LLC’s, other entities, officers, directors, shareholders, employees and agents harmless from any and all loss, injury, damage, expense and/or liability to any and all persons resulting, or claimed to have resulted, from any breach of **Mortgage Broker’s** covenants, responsibilities, representations or warranties under this Agreement, or otherwise arising from or relating to any acts or omissions, whether willful, negligent or otherwise, of **Mortgage Broker** or its employees or agents. Such indemnification shall include, but not be limited to, interest, reasonable attorneys’ fees by counsel of **GMFS LLC’s** and/or such other person’s choice, appraisers’ costs, investigators’ fees, experts’ fees and such other costs and disbursements as may be incurred by **GMFS LLC** and such other persons in connection with such matters subject to indemnification by **Mortgage Broker**, as well as any damages however assessed.
- 7.3 **Mortgage Broker’s** obligations under this Section 7 shall survive the termination of this Agreement for any reason.
- 7.4 **Early Pay Off.** An early payoff is defined as any loan, whether a first or second lien loans, that pays off in full within one hundred and twenty (120) days after purchase date of the loan by **GMFS LLC**. When an early payoff occurs, if the payoff proceeds were sent to the Client, the Client is obligated to forward the payoff proceeds to **GMFS LLC**. Further, the Client is obligated to refund the servicing release premium and other premium pricing paid to the Client by **GMFS LLC** for the early payoff loan.

GMFS LLC will send the Client a bill for the refund of the service release premium and/or premium pricing for all early payoff loans. If the loan has been sold by **GMFS LLC** to an investor, the bill may also include an assessment for interest due in the month of payoff.

8 RIGHT OF SETOFF

- 8.1 Any money owed to **Mortgage Broker** by **GMFS LLC** may, at the sole discretion of **GMFS LLC**, be used by **GMFS LLC** to setoff any monetary obligation, however arising, from **Mortgage Broker** to **GMFS LLC**. To that end, **Mortgage Broker** grants to **GMFS LLC** a contractual possessory security interest in and to all monies as may from time to time be in the possession of **GMFS LLC** and owed by **GMFS LLC** to **Mortgage Broker**. This right of setoff may be exercised without prior demand or notice and to the fullest extent permitted by applicable law. Unless agreed to by **GMFS LLC** in writing, no setoff exercised by **GMFS LLC** shall be deemed or construed as an accord and satisfaction.

9 NON-WAIVER

- 9.1 No act or failure to act in the exercise of any remedy by either party hereto shall be deemed or construed as a waiver of any breach of this Agreement or right to damages or to any other remedy for any subsequent matter.

10 RELATIONSHIP OF THE PARTIES

- 10.1 It is agreed that **Mortgage Broker** and **GMFS LLC** are not partners or joint ventures, but shall have the status of and act in all matters hereunder as independent contractors as set forth more specifically in Section 1 above. **Mortgage Broker** is not an agent or partner of **GMFS LLC**, has no authority, and is intended to have no power, to create, extinguish or modify any right, obligation or liability of **GMFS LLC** to any person whatsoever.
- 10.2 The parties agree that **GMFS LLC's** agreements hereunder with **Mortgage Broker** are solely with and shall be construed solely to apply to **Mortgage Broker**. All discussions and representations by **Mortgage Broker** to prospective borrowers shall not be binding upon **GMFS LLC**. No authority is granted to **Mortgage Broker** under the terms of this Agreement to make any representation to such prospective borrowers other than in writing and as expressly permitted by this Agreement.

11 CONFIDENTIALITY

- 11.1 Each party agrees it will not use for its own benefit, and will not disclose to any person or entity other than its auditors, attorneys and governmental or regulatory authorities exercising supervision over it (unless compelled to do so by a validly issued subpoena or other judicial or administrative order, and then only with prior notice to **GMFS LLC**), confidential information relating to the other party, or the other party's customers, which it may acquire during the term of this Agreement. Confidential information includes all consumer data regulated by governmental agencies, proprietary technology, processes, or other non-public information. The obligations of each party under this Section 11 shall survive the termination of this Agreement for any reason.

12 TERM AND TERMINATION

- 12.1 This Agreement shall be in effect for a term commencing as of the date of this Agreement and terminating upon sixty (60) days prior written notice by either party to the other party stating that the party giving notice elects to terminate this Agreement. Such notice shall be given in the manner set forth in Section 13.4 and shall be effective as set forth therein. This Agreement shall terminate promptly upon the expiration of the sixty (60) day notice period, and may be terminated in such manner by either party without cause and without necessity for the stating of cause. The representations and warranties of **Mortgage Broker** set forth herein shall survive the termination of this Agreement for any reason and the obligations of **Mortgage Broker** with respect to all loans submitted or in process under this Agreement prior to the termination of this Agreement shall also survive such termination for any reason.

13 MISCELLANEOUS

- 13.1 This Agreement supersedes and is in lieu of all prior contracts, discussions, agreements and arrangements by and between the parties hereto with respect to the subject matter hereof, all of which are merged into it. This Agreement cannot be assigned or otherwise transferred, in whole or in part, by operation of law or otherwise, by **Mortgage Broker** without the express prior written consent of **GMFS LLC**.
- 13.2 This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto subject to the aforesaid limitation on **Mortgage Broker's** right to transfer, assign or interpose other parties. Not by way of limitation or exclusion, the representations and warranties of **Mortgage Broker** and its indemnification, repurchase and other obligations shall inure to the benefit of persons to whom **GMFS LLC** may sell the loans purchased by it under

this Agreement and such persons may assert the rights of **GMFS LLC** hereunder directly against **Mortgage Broker**.

- 13.3** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its choice of law principles. Each party consents to the personal jurisdiction of any State or Federal Court in the City of Baton Rouge, State of Louisiana. If any litigation is commenced between the parties or related to the parties to this Agreement concerning this Agreement, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation or in a separate action brought for that purpose.
- 13.4** Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served or given when personally delivered to the other party, when transmitted by facsimile and confirmed within 24 hours by telephone, when delivered by a nationally recognized overnight delivery service (such as Federal Express), or two days after deposited in the United States Mail, first-class postage prepaid, certified return receipt requested, addressed as follows (or to such other address as either party may hereafter designate): to **GMFS LLC** at 7389 Florida Blvd., Suite 200A, Baton Rouge, Louisiana 70806; telephone confirmation at (225) 214-5000; to **Mortgage Broker** as indicated after its signature below.
- 13.5** This Agreement shall only be amended in writing entered into and executed by the parties.
- 13.6** If any portion of this Agreement shall be determined pursuant to a final and nonappealable judgement by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect without regard to such invalid or unenforceable portion.
- 13.7** **Mortgage Broker** warrants that the information provided by **Mortgage Broker** to **GMFS LLC** on the Mortgage Broker application submitted in connection herewith is true, accurate and complete. **Mortgage Broker** understands that **GMFS LLC** has relied on the application in deciding to enter into this Agreement. **Mortgage Broker** shall immediately advise **GMFS LLC** if any of the information in any application has become inaccurate, and if its license has been impaired, suspended, or revoked, and **Mortgage Broker's** financial position or ability to discharge its obligations under this Agreement has changed to the detriment of **GMFS LLC**.
- 13.8** This Agreement, which includes the Mortgage Broker application submitted by **Mortgage Broker** in connection herewith, represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

14 EXHIBITS

- 14.1** The following Exhibit(s) are attached hereto and made a part hereof as fully as incorporated herein. Exhibit A is the MERS Compliance and describes the responsibilities of each party. Exhibit B is the Personal Guaranty and must be included with all Broker Agreements. Exhibit C is the MortgageMatcher™ Use agreement for utilizing the GMFS online submission and approval system.

Signature Requirements on next page are necessary to execute this agreement.

MORTGAGE BROKER LOAN PURCHASE AGREEMENT SIGNATURE PAGE

WHEREOF, the parties have executed this Agreement on the respective dates set below the signature of each to be effective as of the day, month, and year first above written.

WITNESSES:

BROKER:

By: _____

Name: _____ Its:

Date: _____

Address: _____

WITNESSES:

GMFS LLC

By: _____ Name:

Its: _____ Date:

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