



CORRESPONDENT LOAN PURCHASE AGREEMENT

For Licensed Correspondent Lenders

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 "**Correspondent**").

RECITALS

GMFS LLC and **Correspondent** have agreed to enter into an agreement in which **Correspondent** 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. **Correspondent** 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 **Correspondent** agree as follows:

1 ORIGINATION AND PURCHASE OF MORTGAGE LOANS

- 1.1 **Correspondent** 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. **Correspondent** 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 **Correspondent**, **Correspondent** 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 **Correspondent** 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 **Correspondent**, 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 **Correspondent** 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 **Correspondent**.
- 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. **Correspondent** and **GMFS LLC** expressly agree and acknowledge that **Correspondent** 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 CORRESPONDENT

As an inducement to **GMFS LLC** to enter into this Agreement and to purchase loans hereunder, **Correspondent** 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 **Correspondent** 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 **Correspondent** is either an exempt banking institution, a credit union, or a licensed Mortgage Broker or Mortgage Banker, and an independent contractor, and **Correspondent** shall not make any representations in any manner that **Correspondent** is the agent, servant, employee, representative, partner or co-venturer of **GMFS LLC**. **Correspondent** 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 **Correspondent** shall not represent in any manner to anyone that **Correspondent** has any such authority.
- 2.2 If **Correspondent** is a corporation, LLC, or any type of legal entity required to be licensed by a State, **Correspondent** 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, **Correspondent** 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 **Correspondent** and designating the individuals who are authorized to bind **Correspondent** for all mortgage loans to be purchased by **GMFS LLC** hereunder.

- 2.3 **Correspondent** represents and warrants that **Correspondent** is either exempt from licensure, or 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, **Correspondent** will renew all licenses required hereunder prior to their expiration, and it will fully comply with all applicable laws, ordinances and regulations. **Correspondent** will immediately notify **GMFS LLC** if any license is not renewed or is suspended or canceled for any reason.
- 2.4 **Correspondent** agrees to obtain descriptions from **GMFS LLC** of **GMFS LLC's** available loan programs, and to accurately explain such programs to prospective borrowers. **Correspondent** shall explain to prospective borrowers only the specific and available loan programs at current interest rates provided by **GMFS LLC**. Based on proposed transactions **Correspondent** 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, disclosures, or forms required by Federal, State, or local law in connection with **Correspondent's** activities hereunder. Where **Correspondent** prepares its own documents, **Correspondent** also agrees to disclose any fees to be paid to **Correspondent** at closing on the Closing Disclosure. Where **GMFS LLC** prepares the closing documents, **GMFS** will disclose any fees paid to **Correspondent** on the Closing Disclosure.
- 2.5 **Correspondent** warrants, based on information reasonably available to **Correspondent**, that all loan applications and related loan packages submitted by **Correspondent** to **GMFS LLC** hereunder will have been fully investigated by **Correspondent**, all material representations contained in such applications, such as appraisals, and other documents submitted will have been investigated or ascertained by **Correspondent** to be true and correct. 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 **Correspondent** shall obtain accurate and reliable credit reports from credit reporting agencies and must ensure all real estate appraisals comply with all federal and agency appraisal independence requirements. **Correspondent** shall be responsible for all costs and expenses incurred by **Correspondent** including real estate appraisals, credit reports and any other costs and expenses.
- 2.5.1 **Correspondent** may prepare closing documents for mortgage loans on forms approved by **GMFS LLC** and attached hereto as exhibits including but not limited to promissory notes, deeds of trust, mortgages, disclosure statements, and any other documents or disclosures required by state or federal law or **GMFS LLC** (collectively "Documents") and that **Correspondent** warrants that all such Documents as completed with respect to each mortgage loan shall: (1) be accurate, correct, complete, valid, binding and enforceable according to their terms; (2) comply with all applicable disclosure and all other requirements under state or federal laws and regulations; and (3) have been provided to the borrowers or others on a timely basis as required by applicable state and federal laws and regulations. **Correspondent** further warrants that all Documents submitted by **Correspondent** to **GMFS LLC** with respect to each mortgage loan are in all respects valid and genuine and being what on their face they purport to be. **Correspondent** agrees to repurchase any loan within ten (10) days if loan documents are found by **GMFS LLC** to be: (1) out of compliance with any local, state or federal laws or any agency regulations or requirements; (2) inaccurate, incorrect, invalid, non-binding or non-enforceable according to the terms or (3) disclosed improperly or not in a timely manner according to RESPA, TILA and any other local, state, federal or regulatory disclosure policy, regulations or legal requirements. **Correspondent** agrees to deliver the closed loan documents in saleable condition and clear any or all funding stipulations within three (3) business days of notification. **Correspondent** understands that all stipulations of funding must be cleared and the loan purchased by **GMFS LLC** by the lock expiration date, or the loan will be subject to worst case pricing and a lock extension fee of .375%. **Correspondent** also understands that any loans that are greater than thirty (30) days old from the note date will not be eligible for purchase by **GMFS LLC** under any circumstances.
- 2.5.2 **Correspondent** agrees that all final post-closing documents shall be reviewed by the **Correspondent** for accuracy and delivered to **GMFS LLC** within 180 days from the date of purchase by **GMFS LLC**. Any post-closing documents not received within 180 days from the date of purchase shall be billed to the **Correspondent** on a monthly basis according to the current market price for procurement as established by **GMFS LLC**. For those post-closing documents that are outstanding for 270 days or more from the purchase date, **GMFS LLC** reserves the right to mandate the repurchase of mortgage loans. This provision shall survive the termination of this Agreement until all outstanding required post-closing documents are received by **GMFS LLC** and/or market price for procurement that was billed to the **Correspondent** as of the termination date is paid.
- 2.6 **Correspondent** agrees to make prompt, timely, full, accurate and truthful disclosures to **GMFS LLC** of all facts, information and documentation of which **Correspondent** 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 **Correspondent** to **GMFS LLC** immediately upon **Correspondent's** first ascertaining such facts or information, and, in any event, not later than **Correspondent** should, exercising reasonable diligence, first have become aware of such

facts or information.

- 2.7 **Correspondent** warrants and represents that (a) the execution and delivery of this Agreement by **Correspondent**, and the obligations which it will perform hereunder, do not, and will not, violate any provision of any contract, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award having applicability to **Correspondent** or the Articles of Incorporation, Bylaws or other organizational documents of **Correspondent**, nor with notice or passage of time or both, would constitute such violation; and (b) there are, to **Correspondent's** knowledge, no actions, suits or proceedings pending or threatened against or affecting **Correspondent** or the properties of **Correspondent** before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to **Correspondent**, would have a material adverse effect on the financial condition, properties or operations of **Correspondent**.
- 2.8 **Correspondent** 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. **Correspondent** further warrants that all notes, assignments, agreements, documents and other instruments purporting to be executed by an officer, employee, representative or agent of the **Correspondent** are and shall be genuine, authorized, valid and binding, and shall constitute valid, binding and enforceable obligations of **Correspondent**.
- 2.9 **Correspondent** 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 **Correspondent** 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 **Correspondent** of such written approval.
- 3.2 The relationship between **GMFS LLC** and **Correspondent**, 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 **Correspondents** from time to time in the sole discretion of **GMFS LLC** and without notice to **Correspondent**, whether or not similar to the arrangements set forth in this Agreement. **Correspondent** 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, **Correspondent** hereby grants permission to **GMFS LLC** to verify any information regarding any loan package or documents subject to this Agreement.
- 3.4 **Correspondent** 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 **Correspondent** to **GMFS LLC**.
- 3.5 **GMFS LLC** is a legal entity required to be licensed by the states in which it conducts business. **GMFS LLC** will ensure that it remains 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.
- 3.6 **GMFS LLC** warrants and represents that (a) at the execution and delivery of this Agreement and for the life of this Agreement, **GMFS, LLC** will perform its obligations under this Agreement such that any actions or duties performed by **GMFS LLC**, including but not limited to, as applicable, preparation of loan disclosures, loan documents, underwriting, prior to purchase loan review, etc. do not, and will not, violate any provision of any contract, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award having applicability to **GMFS LLC** or the Articles of Incorporation, Bylaws or other organizational documents of **GMFS LLC**; nor with notice or passage of time or both, would constitute such violation; and (b) there are, to **GMFS LLC's** knowledge, no actions, suits or proceedings pending or threatened against or affecting **GMFS LLC** or the properties of **GMFS LLC** before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to **GMFS LLC**, would have a material adverse effect on the financial condition, properties or operations of **GMFS LLC**.
- 3.7 Where **Correspondent** submits loans to **GMFS LLC** on a non-delegated underwriting basis, **GMFS LLC**, agrees to indemnify and hold harmless **Correspondent**, its related corporations, LLCs, other entities, officers, directors, shareholders, employees, and agents from any and all loss, injury, damage, expense, and/or liability, including but not limited to, interest, any attorneys' fees, expert fees, and court costs, to any and all persons resulting, or claimed to have resulted, from any error, omission, or breach on the part of **GMFS LLC** in fulfilling its duties to **Correspondent**, to the extent that **Correspondent**, serving as the lender/loan originator on each transaction, has fulfilled its obligation further described herein, enabling **GMFS LLC** to perform its duties in compliance with all applicable laws, rules, or regulations associated with the subject matter hereof.

4 LOAN REVIEW

- 4.1 **Correspondent** acknowledges that in the course of its business **GMFS LLC** may conduct quality control

audits to re-verify or assure **GMFS LLC** of the accuracy of the information submitted to it by **Correspondent** and prospective borrowers. No such audits shall relieve **Correspondent** of any duty or obligation hereunder, nor shall such audits or the information obtained by **GMFS LLC** as a result thereof relieve **Correspondent** of its obligations hereunder or constitute a waiver of any claim by **GMFS LLC** arising from the inaccuracy of any warranties or representations of **Correspondent** hereunder. **Correspondent** and **GMFS LLC** mutually agree to provide information requested in the course of loan reviews in a timely manner, generally within 24-72 hours, unless otherwise agreed by the parties.

- 4.2 **Correspondent** acknowledges that in satisfying its own internal quality control policies and procedures, it can/should conduct quality control audits in compliance with its Quality Control Plan.

5. LOAN RATES AND FEES

- 5.1 All loan rates and fees quoted by **GMFS LLC** to **Correspondent** 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, via a lock confirmation issued to **Correspondent**, 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 **Correspondent**, (2) is related by common ownership or control to **Correspondent**, or (3) shares its profit or losses with **Correspondent**. The term “**Correspondent**” in this Agreement includes **Correspondent’s** affiliates, partners, directors, officers, employees and agents. **Correspondent’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 **Correspondent**. Nothing in this provision is intended to preclude an employee of **Correspondent**, 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 **Correspondent** by another **Correspondent** who will receive any compensation from **Correspondent**, 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 **Correspondent’s** activities undertaken in connection with this Agreement, and all necessary disclosures required by those laws and regulations shall be made by **Correspondent** 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. **Correspondent’s** compliance and disclosure obligations under these laws and regulations shall be limited to those that arise from **Correspondent’s** activities undertaken hereunder. **GMFS LLC** shall be responsible for providing other disclosures required by applicable law and if **Correspondent** requests that **GMFS LLC** prepare the loan closing documents, parties agree that **GMFS LLC** will provide all required closing documents for all loans processed under this Agreement and as such preparation of these documents will fall under all applicable representation and warranties outlined herein.

7. CORRESPONDENT’S REPURCHASE AND INDEMNIFICATION OBLIGATIONS

- 7.1 In the event a representation or warranty by **Correspondent** relating to a mortgage loan purchased by **GMFS LLC** is determined by **GMFS LLC** to have been inaccurate as of the date made, **Correspondent** 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 case 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 **Correspondent** 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 **Correspondent’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 endorse and assign, the promissory note and mortgage to **Correspondent**.
- 7.2 **Correspondent** 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 **Correspondent’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 **Correspondent** 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 **Correspondent**, as well as any damages however assessed.
- 7.3 **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 eighty (180) days after the purchase date of the loan by **GMFS LLC**. When an early payoff occurs if the payoff proceeds were sent to the **Correspondent**, the **Correspondent** is obligated to forward the payoff proceeds to **GMFS LLC**. Further, the **Correspondent** is obligated to refund the servicing release premium and other premium pricing paid to the **Correspondent** by **GMFS LLC** for the early payoff loan. **GMFS LLC** will send the **Correspondent** 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.

- 7.4** **The Mortgage** becomes two (2) or more monthly payments past due (delinquent) within four (4) months from the date of sale of the Loan File to **GMFS LLC**. A loan with two (2) monthly payments past due is a loan wherein Mortgagor has failed to pay monthly payments, including all sums due pursuant to the Mortgage contracts, and two (2) payments remain unpaid on the sixteenth day of the month. This provision only applies if **Correspondent** has been granted delegated underwriting authority by **GMFS LLC**.
- 7.5** **Correspondent's** obligations under this Section 7 shall survive the termination of this Agreement for any reason.

8 RIGHT OF SETOFF

- 8.1 Any money owed to **Correspondent** by **GMFS LLC** may, at the sole discretion of **GMFS LLC**, be used by **GMFS LLC** to set off any monetary obligation, however arising, from **Correspondent** to **GMFS LLC**. To that end, **Correspondent** 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 **Correspondent**. 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 **Correspondent** 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. **Correspondent** 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 **Correspondent** are solely with and shall be construed solely to apply to **Correspondent**. All discussions and representations by **Correspondent** to prospective borrowers shall not be binding upon **GMFS LLC**. No authority is granted to **Correspondent** 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, accountants, 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 the other party), 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 customer data regulated by governmental agencies, proprietary technology, processes, or other non-public information. The obligations of each party under this Section 11 shall survive 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 **Correspondent** set forth herein shall survive the termination of this Agreement for any reason and the obligations of **Correspondent** 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. The obligations, representations, and warranties of **GMFS LLC** set forth herein shall survive the termination of this Agreement for any reason, and the obligations of **GMFS, LLC** 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 **Correspondent** 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 **Correspondent's** right to transfer, assign or interpose other parties. Not by way of limitation or exclusion, the representations and warranties of **Correspondent** 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 **Correspondent**.
- 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 (i.e. 2nd day priority 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 **Correspondent** as indicated after its signature below.
- 13.5 This Agreement shall only be amended in writing entered into and executed by the parties. **Correspondent** acknowledges that from time to time, due to the nature of the regulatory changes in the mortgage lending business, there may be cause for procedural, policy, terms and/or condition changes; therefore, **Correspondent** agrees that **GMFS LLC** may amend the procedural and policy terms and/or conditions that must be satisfied in order to sell loans to **GMFS LLC**, via **GMFS LLC's Correspondent** Selling Guide, at any time by reasonable notice, including without limitation by posting revised procedural, policy terms and/or condition changes on its website at www.gmfspartners.com. These conditions shall be binding upon **Correspondent**.
- 13.6 If any portion of this Agreement shall be determined pursuant to a final and non-appealable judgment 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 **Correspondent** warrants that the information provided by **Correspondent** to **GMFS LLC** on the **Correspondent** application submitted in connection herewith is true, accurate and complete. **Correspondent** understands that **GMFS LLC** has relied on the application in deciding to enter into this Agreement. **Correspondent** shall immediately advise **GMFS LLC** if any of the information in any application has become inaccurate and if its license has become impaired, suspended, or revoked and if its 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 **Correspondent** application submitted by **Correspondent** 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 For SOUTH CAROLINA ONLY:

By signing this **Correspondent** Loan Purchase Agreement, the undersigned **Correspondent** agrees now and in future to only employ duly licensed mortgage originators as defined in The South Carolina Licensing Requirement Act of Certain Loan Brokers of Mortgages on Residential Real Property ("the Act").

CORRESPONDENT 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:

CORRESPONDENT:

 Signature: _____
 Printed Name: _____
 Its: _____
 Date: _____
 Address: _____

WITNESSES:

GMFS LLC

By: _____
 Name: _____
 Its: _____
 Date: _____



EXHIBIT A

MERS Compliance

GMFS LLC (hereinafter referred to as “GMFS”) has entered into an Agreement to use the MERS system and to comply with MERS industry standards and procedures in processing and closing mortgage loans. In order for GMFS LLC to meet these requirements, all **Correspondents** must be “Lite” members of MERS and agree to meet all MERS industry standards, requirements and procedures. In order to maintain eligible delivery status to GMFS as a **Correspondent Correspondent**, seller must submit proof of annual MERS Lite renewal within thirty (30) days of renewal date. **Correspondents** agree to meet the requirements and procedures set forth herein, or in later written notifications, including specifically, but not exclusively, the following:

CORRESPONDENT CORRESPONDENTS THAT CHOOSE TO BROKER CERTAIN PRODUCTS AND CLOSE WITH GMFS FUNDS ON THOSE PARTICULAR PRODUCTS:

1. **Correspondent** will originate mortgage loans for GMFS under a committed table funded arrangement utilizing the “MERS as Original Mortgagee” (MOM). For this purpose, **Correspondents** are defined as customers for whom GMFS underwrites loans and provides funds, and the loan documents are executed in the name of GMFS.
2. Prior to closing, GMFS will prepare the closing documents for the mortgage loans. GMFS will supply a mortgage identification number (“MIN”) for assignment to **Correspondent**.
3. An approved Closing Agent will close and record the security instrument in the appropriate recorder or clerk’s office using documentation with the MOM authorized language and the MIN supplied by GMFS.
4. GMFS will acquire the mortgage loans from **Correspondent** with servicing released to GMFS and GMFS will register loans on the MERS system.

CORRESPONDENT LOANS WHERE GMFS EXECUTES DOCUMENTS BUT FUNDED BY CORRESPONDENT:

Correspondent will originate mortgage loans for GMFS under a committed Secondary Market arrangement utilizing the MERS as Original Mortgagee (“MOM”) concept but will utilize GMFS MERS information for closing. For this purpose, **Correspondents** are defined as customers for whom GMFS underwrites loans, the **Correspondent** provides funds, and the loan documents are executed in the name of **Correspondent**.

1. Prior to closing, GMFS will prepare the closing documents for the mortgage loans. GMFS will supply a mortgage identification number (“MIN”) for assignment to **Correspondent**.
2. **Correspondent** or approved Closing Agent will close and record the security instrument in the appropriate recorder or clerk’s office using documentation with the MOM authorized language and the MIN supplied by GMFS.
3. GMFS will acquire the mortgage loans from **Correspondent** with servicing released to GMFS and GMFS will register the loans on the MERS system.

CORRESPONDENT LOANS CLOSED WITH OWN DOCUMENTS

1. For this purpose, **Correspondents** are defined as customers for whom GMFS underwrites loans and the **Correspondent** provides funds and the loan documents are executed in the name the **Correspondent**.
2. Prior to closing, **Correspondent** will prepare the closing documents for the mortgage loans. **Correspondent** will supply a mortgage identification number (“MIN”) and **Correspondent** or closing Agent will close and record the security instrument in the appropriate recorder or clerk’s office using documentation with the MOM authorized language and their MIN.

3. **Correspondent** will register the loan with MERS, within 6 days of the Note date. The **Correspondent** will identify themselves as the Originating Organization of the loan when registering the loan with MERS. Failure to register the loan within 6 days of the Note date may result in monetary penalty from MERS and/or revocation of MERS membership.
4. On the date that the purchase of the loan is funded by GMFS, the **Correspondent** will complete a TOS/TOB transfer in the MERS system. The 'New Servicer/Investor' will reflect to GMFS LLC (Org ID 1002480). Failure to complete the TOS/TOB on the date of funding from GMFS will result in MERS errors as GMFS will seek to move the loan directly into a new investor pool, which requires that the **Correspondent** TOS/TOB is complete



EXHIBIT B
Corporate Resolution

CERTIFICATE OF CORPORATE RESOLUTION

This is to certify that at a Special Meeting of the Board of Directors of _____ a _____(Corporation) , duly called and held on the _____ day of _____, 2010, in the principal office of the corporation in _____, _____ at which a quorum was present, the following resolution was unanimously adopted, as shown by the Minute Book of said corporation, to-wit:

WHEREAS, _____ the, _____ of this corporation, is about to execute a Loan Purchase Agreement with GMFS LLC, under which this corporation will from time to time sell to GMFS LLC certain assets of this corporation consisting of promissory notes or contracts;

WHEREAS, it is the opinion of this Board of Directors that such sales of assets are in the best interest of this corporation;

NOW, THEREFORE, BE IT RESOLVED, that the execution and delivery of a Loan Purchase Agreement between GMFS LLC and this corporation for the sale from time to time of assets by this corporation to GMFS LLC for such consideration as GMFS LLC considers adequate and sufficient and upon such terms and conditions and with such covenants and warranties as _____ considers necessary and desirable, be and the same is hereby authorized, approved and ratified as the act and deed of this corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of this corporation this _____ day of _____, 20__.

Company Name: _____

By: _____

Its: _____

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, _____, acting on behalf of the Company, have made, constituted, and appointed and by these presents do make, constitute, and appoint GMFS LLC ("Assignee") as the Company's true and lawful agent and attorney-in-fact, for the Company and in the Company's name, place, and stead to execute, endorse, acknowledge, and deliver such documents and to take whatever action as such attorney-in-fact may deem necessary and appropriate for the purpose of negotiating, assigning, and transferring from the Company to Assignee mortgage notes, mortgages, deeds of trust, and any documents related to the real property described in the Security Instrument or other document.

The Company hereby gives such attorney-in-fact full power and authority to do and perform all and every act and thing whatever requisite and necessary to be done in connection with the purpose stated herein as fully to all intents and purposes as the Company might or could do, hereby ratifying and confirming on behalf of the Company whatever such attorney-in-fact shall or may do by virtue hereof.

This General Power of Attorney shall remain in effect for the purpose stated herein until specifically revoked in writing. In the event this General Power of Attorney is filed or recorded, such written revocation must be similarly filed or recorded.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____, in the capacity stated herein.

Company Name _____

By: _____

Its: _____

(Printed Name and Title)

STATE OF _____

COUNTY/PARISH OF _____

I, _____, _____, certify that _____ personally came before me this day and acknowledged that he/she is _____ of _____, and that he/she as _____, being authorized to do so, executed the foregoing on behalf of the entity.

Witness my hand and official seal this the _____ day of _____, 20_____.

Notary Public

(Printed Name)

(Seal)

My commission expires: _____

Bar Roll # _____

Addendum No. 1 to Delegated Correspondents Purchase Agreement

This Addendum No. 1 to the Delegated **Correspondent** Purchase Agreement, (this “Addendum No. 1”), is entered into and effective as of _____ day of _____, 20____, by and between GMFS LLC and Delegated **Correspondent**. As a Delegated **Correspondent** of GMFS LLC, by signing below, I acknowledge that I understand and will adhere to the following definitions, representations and responsibilities.

DEFINITIONS

1. Ability to Repay Standards: The standards set forth in Regulations Z, 12 C.F.R. Part 1026.43(c), as maybe amended from time to time.
2. Qualified Mortgage: As defined in Section 129C of the federal Truth-In-Lending Act, 15 U.S.C. 1639c, and as further defined in Regulation Z, 12 C.F.R. Part 1026.43(e), as maybe amended from time to time.
3. HOEPA, “Section 35 Loans”: Regulation Z (TILA) 12 C.F.R. Part 226.35 as maybe amended from time to time.
4. Repurchase Price: Unpaid Principal Balance plus Accrued Interest plus Purchase Premium paid by GMFS LLC plus any Escrow Shortages that exist.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GMFS LLC and Delegated **Correspondent** agree as follows:

GMFS LLC will be performing a data integrity review of the file based on the income and asset calculations used by the Delegated **Correspondent**. GMFS LLC will review the AUS Findings to ensure that the income and assets used in the AUS are those reflected in the bank statements and income analysis worksheets that are presented by the Delegated **Correspondent**. GMFS LLC will also perform a review of the names and property addresses to ensure consistency and accuracy on all documentation throughout the file.

It is agreed and understood that GMFS LLC will not be re-underwriting the file. The Delegated **Correspondent** is solely responsible for the validity of the AUS Findings, that the income and asset calculations are correct, and that all of the QM requirements have been met with respect to the Points and Fees Test, the Ability To Repay Test, the Section 35 Test and all other regulatory disclosure requirements pertaining to each loan delivered to GMFS LLC. It is further understood that in the event of a repurchase demand from a GMFS LLC investor, that the Delegated **Correspondent** will be afforded a reasonable amount of time (not to exceed 30 days from date of notification of the repurchase demand) to correct any defects that are the cause of the repurchase demand.

In the event the Delegated **Correspondent** is unable to cure such defects to the satisfaction of the investor, it is further understood and agreed that the loan will be repurchased by the Delegated **Correspondent** immediately upon demand.

IN WITNESS WHEREOF, GMFS LLC and Delegated **Correspondent** have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

GMFS LLC

By: _____

Name: _____

Title: _____

Delegated **Correspondent** Lender

By: _____

Name: _____

Title: _____