



Re: Annual Client Recertification

Dear Client:

Annually, Gateway Mortgage Group LLC ("Gateway") updates each of our active clients through a recertification process. The process allows us to obtain current information regarding possible changes to addresses, contacts, and phone\fax numbers, and entity name changes, new branches, etc.

Please find enclosed a recertification package which includes:

1. Checklist outlines the current documentation needed for our files.
2. Broker Annual Questionnaire provides updated information on your company
3. Gateway Mortgage Group LLC Broker Agreement

To timely update our records, we ask that you complete these forms and return them within 30 days of this letter. A lack of response to our recertification request will result in your approved stats being deactivated. You may email or fax your response to the following:

erush@gatewayloan.com

(918) 392-8307

We hope this process will only be a minor inconvenience, but the information obtained is critical for Gateway to update our records for each active client. We believe having current and accurate information will allow us to provide a higher level of customer service to you and your company. If you have any questions, please feel free to contact us at (918)743-7084.

Sincerely,

Client Relations



Broker Re-Certification Checklist

Broker Name: _____
Broker ID #: _____

Please check off the items you are returning as listed below:

- Broker Annual Questionnaire with appropriate signature
- Current copy of the state licenses in which you operate
- Gateway Mortgage Group LLC Broker Agreement

Please return completed Re- Certification package by email or fax

erush@gatewayloan.com

(918) 392-8307



Contact Information

Broker ID#: _____ Account Executive: _____
Client Name: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____
Email: _____

Contact Name: _____ Title: _____

Please complete the following questionnaire:

Circle one

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. Has the legal name of your company changed?
New Name: _____
(Please provide copies of documentation confirming your name change.) | Yes | No |
| 2. Are you operating under or with a D.B.A?
If yes, provide a detailed list of the companies involved. | Yes | No |
| 3. Have there been any changes in owners and/or principals?
If yes, provide resume(s) and individual licenses. | Yes | No |
| 4. Does your company operate with any branch offices?
If yes, attach a detailed list of offices. | Yes | No |
| 5. Do you have an active FHA Sponsorship status with Gateway?
If yes, what is your FHA Mortgage #: _____ | Yes | No |
| 6. Do you have an active VA Authorized Agent status with Gateway?
If yes, what is your VA Authorized Agent #?: _____ | Yes | No |

Principle Officer (printed name)

Signature

Date

(Secretary)

[corporate seal]

MORTGAGE LOAN PURCHASE AGREEMENT

This Agreement is by and between **GATEWAY MORTGAGE GROUP LLC** hereinafter called “**PURCHASER**” and _____ hereinafter called “**SELLER**”. From time to time, the **SELLER** intends to enter into binding commitments for the sale at a future date of Federal Housing Administration (FHA) insured, Veteran Administration (VA) guaranteed and Conventional Mortgage Loans. Each loan shall be sold servicing released to **PURCHASER** and **SELLER** hereby agrees that the following terms and conditions will govern and form a part of all such commitments unless specifically altered or modified in writing, approved and signed by **PURCHASER** and **SELLER**. **PURCHASER** may sell such loans to third parties in the secondary market (“Investors”).

1. ELIGIBLE LOANS:

For the purpose of this Agreement, the following mortgages shall be deemed “eligible mortgages” for purchase and delivery from **SELLER**.

- A. Loans which have **PURCHASER’S** approval of a completed credit file and closed loan file with acceptable documentation, and that meets the requirements of **PURCHASER, FHA, VA FNMA, FHLMC, FMHA, AND PRIVATE INVESTORS**, including but not limited to, the exclusion of non-owner occupied HUD REO’s.
- B. Loans with a Mortgage, Deed of Trust, or Deed to Secure Debt that is a valid first lien which has been duly recorded.
- C. Loans with a minimum amortization term of 240 months for loans delivered under 30 year commitments, and 120 months for loans delivered under 15 year commitments.

2. PRICE OF LOANS AND INTEREST RATES:

- A. **PURCHASER** will announce prices daily, and reserves the right to change prices during the day as the market changes and to administer. Changes, which may include adjustments in rate and price, will be provided to **SELLER** and shall be in effect immediately upon verbal or written notification. The prices given do include **PURCHASER’S** service release premium.

CONFIRMATION OF COMMITMENT:

3. SELLER REPRESENTATIONS AND WARRANTIES SELLER represents and warrants that:

- A. The full principal amount of the mortgage loan has been advanced to the mortgagor and that no part of the mortgaged property has been released from the lien of the mortgage,

- B. The mortgage has been duly executed by the mortgagor, acknowledged and recorded, is valid and is a loan on the security of a first lien,

- C. At the time of purchase of the mortgage loan by **PURCHASER, SELLER** is duly organized, validly existing, and in good standing under laws and regulations of the United States, and all of the state(s) in which it conducts business; that it has all requisite corporate power, authority, and capacity to enter into this Agreement, and perform the obligations required; and that its compliance with the terms and conditions hereof will not violate any provisions of its Articles of Incorporation, Bylaws or any other instrument relating to the conduct of its business or ownership of its property,
- D. It is the sole owner of the mortgage loan and has authority to sell, transfer, and assign same on the terms herein set forth; that there has been no sale, assignment or hypothecation thereof by **SELLER**, except the usual post hypothecation of the documents in connection with **SELLER'S** normal banking transactions in the conduct of its business; and that the sale is free and clear of claims or encumbrances of any type,

- E. Each loan is current at delivery date and complies fully with all applicable federal, state and local statutes, including but not limited to the Federal Truth-in-Lending Act, The Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, FHA, VA, FNMA, FHLMC, GNMA, MBS, and specific Investors' regulations, requirements and procedures in existence at time of origination,

- F. The assignment of the mortgage from the **SELLER** to **PURCHASER** is valid and sufficient,

- G. All notes and mortgages are valid, free of defects or obligations, and supported by all documents required by governmental authority or private investors including, but not limited to, all evidence of property insurance, mortgagee title policy and evidence of the insurance or guaranty by the insuring or guarantying agency,

- H. **SELLER** warrants that all fees to be paid for the guaranty or insurance of the loan and fees associated with the origination, recording and transfer of the mortgage loan have been paid,

- I. Each conventional mortgage loan with loan-to-value ratio in excess of 80% (or as otherwise required) has Private Mortgage Insurance ("PMI") with full term coverage with a company and PMI plan approved by **PURCHASER**,

- J. The requirements as to completion of any on-site or off-site improvements and disbursement of escrow funds have been, or shall be, complied with, and

- K. There are no circumstances or conditions with respect to each of the Mortgage Loans, the mortgagers, or the mortgaged property, that might adversely affect the value or marketability of the Mortgage Loan or to cause investors in the secondary mortgage market, private mortgage insurers, FHA, VA, or GNMA to regard the Mortgage Loan as unacceptable for prudent investment,

- L. All loans delivered to **PURCHASER** will be originated by the **SELLER'S** staff, and processed and closed by the **SELLER'S** staff or contract staff, and that loans originated by third parties will not be delivered for purchase,

- M. Neither **SELLER** nor any employee, agent, or contractor of **SELLER**, shall knowingly solicit within 180 days of transfer of servicing for mortgage refinance any Mortgage Loan which is or could be construed to be subject to a Commitment or to this Agreement,
- N. All documents required to complete the closed loan file, including but not limited to , the VA Loan Guaranty Certificate and the FHA Mortgage Insurance Certificate, must be received by **PURCHASER** within 120 days of loan disbursement, or **SELLER** agrees to repurchase said loan according to the **REPURCHASE AGREEMENT** section in the Agreement.

4. **REPURCHASE AGREEMENT**

- A. If a loan is tainted in any way by fraud, misrepresentation, or defects, or fails to meet the **SELLER'S** representations, warranties or covenants in this Agreement, **SELLER** shall repurchase said loan within ten (10) business days of written notice from **PURCHASER** at a repurchase price equal to the par price paid by **PURCHASER** plus any interest, late charge, advances, premiums, service released premiums, and any loss or expense, including any reasonable attorney fees, which **PURCHASER** shall incur as a result of this loan.
- B. **SELLER** further agrees and acknowledges that in the event it breaches or is otherwise not in compliance with any term or provision of this Agreement (including, but not limited to, any failure by **SELLERS** to pay any losses, fees or penalties assessed by **PURCHASER** thereunder, such as fallout and pair-off fees), then **PURCHASER** may, at its option, upon written notice to **SELLER** and after having provided **SELLER** five (5) calendar days within which to cure such breach, cancel, terminate and/or rescind its obligation to purchase any mortgage loans hereunder as to which it has outstanding commitments to purchase from **SELLER** (in other words, mortgage loans in **SELLER'S** "pipeline"), without further obligation or liability of any kind with respect thereto.
- C. **SELLER** agrees to reimburse **PURCHASER** for the Yield Spread Premium paid to **SELLER** in the event of an early payment default, which is defined as any payment becoming 90 days delinquent within 180 days of funding; or if a Loan is prepaid in whole at any time during the first 180 days following the Loan funding date. In the event such Loan is prepaid later than 180 days following the Loan funding date, no refund shall be due. In the event the Note carries a prepayment penalty; **PURCHASER** agrees to recapture the proceeds of the prepayment penalty and then from the **SELLER**, if there is any deficient balance. In the event of a first payment default, in addition to the recapture of the YSP an administration fee of \$1500 for conventional loans and \$3500 for government loans will be charged to the **SELLER**.

5. **CERTIFICATION RELATING TO KICKBACKS**

- A. **PURCHASER** and **SELLER** hereby certify that they have not and will not receive any fees or considerations of any type, directly or indirectly, from any party in connection with any FHA, VA or Conventional transaction, except the fees that will be fully disclosed on the loan settlement statement for each transaction which will be in accordance with all FHA/VA and RESPA regulations.

6. **MANDATORY, DELIVERY REQUIRMENTS ON "LOCKED LOANS"**

- A. **SELLER** understands and agrees that delivery of each loan against a commitment (**registration with a rate lock**) is the essence of this Agreement and therefore, mandatory if the loan closes. In the event **SELLER closes a loan that was registered**

and locked, and fails to deliver the loan committed by the expiration date as specified, **SELLER** hereby agrees to indemnify **PURCHASER** for any losses and expenses sustained as a result of the delay or failure to deliver the loan being purchased. Expiration of a price quote does not constitute a cancellation of the commitment.

- B. **SELLER** agrees to keep loan fallout/cancellation to an acceptable level. A higher than acceptable ratio could result in the cancellation of the Agreement under the specifications outlined in Section 4.B. A fallout ratio should not exceed 30%.

7. DELIVERY REQUIREMENTS

- A. **SELLER** agrees to comply with the applicable and more specific provisions of the Agreement relating to delivery requirements. The note (i) underlying the loan and (ii) certain preliminary legal must be delivered to **PURCHASER** on or before the delivery time period, following disbursement. Failure of **SELLER** to deliver the properly completed and executed note and loan file pursuant to (i) and (ii) hereof on or before the delivery time period, if applicable, following disbursement and in accordance with this Agreement shall result in a penalty to the **SELLER**. Closed loan package should be received no later than 72 hours from funding date.

8. FUNDING

- A. **Warehouse Purchase Loans-PURCHASER** agrees to fund loans upon receipt and approval of closed loan packages. All required conditions must have been satisfied. Loans will be funded net of any discounts, applicable tax service fees, and funding fees.
- B. **Immediate Purchase Loans-PURCHASER** shall table fund approved loans upon receipt of a request for funds.

9. QUALITY CONTROL

- A. **SELLER** agrees to implement a Quality Control Program in a form acceptable to **PURCHASER** and/or allow **PURCHASER'S** Quality Control Staff to conduct quality control audits of mortgage loans offered to and/or purchased by **PURCHASER**.
- B. **SELLERS** who sell government insured or guaranteed loans to **PURCHASER** agree to maintain a HUD quality control plan that includes: copies of all HUD issuances, regulations, handbooks, mortgage letters, circular letters, etc. which are relevant to the **SELLER'S** HUD-FHA origination and servicing activities. **SELLER** agrees to keep these documents current and make them accessible to all employees, and periodically review them with appropriate staff.

10. FHA DE AND/OR VA AGENCY DELEGATED UNDERWRITING- (See Separate Addendum, if applicable)

11. REPORTING OF MISCONDUCT

- A. **SELLER** acknowledges that it is in the best interest of both **SELLER** and **PURCHASER** for **PURCHASER** to perform due diligence concerning **SELLER** background and experience. **SELLER** further acknowledges that **SELLER** benefits from the efficiencies in the due diligence process that are possible when **PURCHASER**

and other similarly situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and companies such as **SELLER**. Therefore, **SELLER** hereby consents and gives **PURCHASER** permission to submit the name of **SELLER'S** company and any and all employees of that company for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc. ("MARI"), such as the Mortgage Industry Data Exchange ("MIDEX"). **SELLER** understands that **PURCHASER** performs quality control reviews of the loans that **SELLER** submits to **PURCHASER** for registration, review, underwriting, and/or purchase. **SELLER** understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. **SELLER** agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not **SELLER** or its employees are implicated in the misrepresentations and/or irregularities. **SELLER** hereby releases and agrees to hold harmless **PURCHASER**, MARI, all MIDEX subscribers and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from reporting or use of any information submitted by **PURCHASER** or any other MIDEX subscriber to MARI, recorded in the MIDEX system, and used in any way by **SELLER** or any other MIDEX subscriber.

13. ADDITIONAL COVENANTS

- A. **SELLER** agrees that the failure of **PURCHASER** to enforce any condition of this Agreement as to any mortgage loan is not a waiver of that or any other condition with regard to that or any other purchase under this Agreement.
- B. **SELLER'S** repudiation, breach, or inability to perform any of its commitment(s) shall be deemed a repudiation, breach or failure to perform all of its outstanding commitments to **PURCHASER**.
- C. This Agreement or any commitments entered into in accordance with this Agreement are not assignable by **SELLER**. They may be assigned by **PURCHASER** without notice to **SELLER**.
- D. **SELLER** will at all times for the duration of this Agreement maintain a GAAP on balance sheet net worth of no less than \$25,000.
- E. **SELLER** will preserve its corporate existence and be qualified to do business in all jurisdictions where its business requires and obtain and retain all necessary licenses to do its business. **SELLER** shall give **PURCHASER** thirty (30) days prior written notice of its intent to do any of the following (a) liquidate, merge or consolidate with any person, firm or corporation; (b) sell, lease, transfer or otherwise dispose of all or any substantial part of its stock (or other evidence of ownership) or its assets, whether now or hereafter acquired; or (c) make or permit any material change in its stock ownership or in the composition of its current senior management. **SELLER** also agrees to notify **PURCHASER** should any material change occur to the financial condition of **SELLER**.
- F. The terms and conditions of the Agreement shall be construed and governed by the laws of the State of Oklahoma.

- G. Time is of the essence with respect to each and every provision of these standard terms and conditions and commitments entered into according to this Agreement.
- H. Both **PURCHASER** and **SELLER** acknowledge that the individuals executing the Agreement, any commitment and any other document pursuant to the terms hereof, are fully authorized by said parties to enter into the same on behalf of each respective party.
- I. The Agreement may be cancelled by either party by giving written notice. Any loans which have been originated by **SELLER** and committed to by **PURCHASER** will be purchased by **PURCHASER** if the **SELLER** is in compliance with the terms of this Agreement. In the event this Agreement is cancelled, then all final documents must be submitted within one hundred twenty (120) days from disbursement or thirty (30) days from the date of cancellation, subject to the provision of 3.N. of this Agreement.

All notifications should be sent to:

GATEWAY MORTGAGE GROUP, LLC
 ATTN: PRESIDENT
 6910 E. 14TH ST.
 TULSA, OK 74112

We hereby accept and agree to be bound by the terms and conditions of the foregoing Mortgage Loan Purchase Agreement, this _____ day of _____, 20 _____.

SELLER

By: _____

(Name and Title)

GATEWAY MORTGAGE GROUP, LLC

By: _____

(Name and Title)