

agents, or employees which could have a materially adverse effect on the Broker's business, assets, financial condition, or reputation.

- c. Control of Documents, No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to TJJ with respect to any Loan.
 - d. Duly Licensed, Broker possesses all necessary licenses, permits, and authority to engage in the activities contemplated by this Agreement. If applicable, Broker's license number and its expiration date appear below.
 - e. Ownership, Except as otherwise disclosed to TJJ in writing before the funding of any Loan, Broker shall have no direct or indirect ownership interest in any property acting as security for the Loan.
 - f. Origination, All loans submitted will be processed entirely by Broker.
8. Broker's obligation to fully indemnify TJJ under this Agreement shall not be affected by TJJ's taking any of the following actions with or without notice to Broker: (a) liquidation, repayment, retirement, or sale or resale of any Loan; (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.
9. Broker shall indemnify and hold TJJ and its shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all loss, damage, liability, costs, and expenses, including reasonable attorneys' fees, from any cause whatsoever, incurred by reason of or arising out of or in connection with (a) any breach of any representation or warranty contained in paragraph 7, (b) Broker's failure to perform any obligation hereunder, and (c) any claim by a Borrower resulting from TJJ's failure or refusal to fund a Loan (collectively "Loss"). Without limiting the generality of the foregoing, Broker's indemnity shall extend to all repurchase demands of any third party to which TJJ had sold any Loan. Broker's obligation to indemnify TJJ under this Agreement shall arise upon (a) TJJ's incurring a Loss, or (b) automatically upon TJJ's receipt of a Loan repurchase demand from a secondary market investor which TJJ determines in its sole and absolute discretion to be enforceable, even if TJJ has not incurred any Loss with respect to such Loan.
10. Attorneys' fees, If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
11. This Agreement shall be governed by the laws of California.
12. Loans paid off within 120 days of funding are consider Early Payoff (EPO). Broker is responsible to refund any rebates and/or premium pricing received from TJJ. If payment is not received within 30 days of the invoice date, the amount owing will be collected by deducting from any broker checks.
13. THIS AGREEMENT SHALL BE NULL AND UNLESS COUNTERSIGNED BY TJJ INDICATING APPROVAL AND ACCEPTANCE OF THE BELOW LISTED BROKER.

T. J. Financial, Incorporation
181 W. Huntington Dr. #108
Monrovia, CA 91016

President

Date

Address

Broker Signature

Date

President/Owner Signature

Date