



## **AUMPLEX/DBA TAM FUNDING BORROWER(S)-BROKER MORTGAGE LOAN ORIGINATION AGREEMENT**

This Borrower(s)-Broker Agreement is executed on \_\_\_\_\_ (mm/dd/yyyy),  
by \_\_\_\_\_ ( "Borrower(s)  
Names") and AUMPLEX/DBA Tam Funding ("Broker") for real property located at  
\_\_\_\_\_ (street  
number and street name, unit number if applicable city name, state, zip code). This Agreement must be  
executed again for all new loan transactions even if by same Borrower(s).

**WHEREAS**, Broker is acting as an independent contractor and not an agent of Borrower(s) to apply for a  
residential and/or commercial loan on behalf of Borrower(s), and

**WHEREAS**, Broker is a Wyoming Corporation operating under the laws and Jurisdiction of the State of  
California, and

**WHEREAS**, Broker in the business of soliciting mortgage loan applications and related documents and  
information from Borrower(s) in the public domain and presenting such applications to participating  
lenders of Broker, and

**WHEREAS**, Broker may compensated by Broker's participating lenders or by Borrower(s) in the event  
such application(s) are accepted, funded, and consummated by Broker's participating lenders resulting  
in a closed loan running for the benefit of Borrower(s).

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements  
contained herein, Borrower(s) and Broker hereby agree as follows:

### **ARTICLE ONE**

#### **ORIGINATION & SUBMISSION OF BORROWER(S) APPLICATION(S)**

Broker may from time to time originate and submit to Broker's approved lenders Conventional, FHA,  
VA, Reverse, Hard Money/Private Equity, Commercial or Construction mortgage loan applications on  
behalf of Borrower(s) under such programs, terms, conditions and requirements as lenders may  
establish . Such mortgage loan application submissions may require Broker to:

- a. Produce and furnish to lender on behalf of Borrower(s) credit report(s), W2's, 1099's, tax  
returns, 401K statements, retirement account statements, awards of disability or pension, rental  
agreements, bank statements and other such information concerning Borrower(s) that Broker's  
approved lenders may require in making its determination whether to approve and fund the

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loan of Borrower(s), including without limitation, accurate loan application(s), credit documentation, financials and employment verification.

- b. Borrower(s) shall pay for at Borrower(s) sole expense, such other services as Broker's lenders may require in originating and closing loans. Such other expenses Borrowers shall pay include but are not limited to; credit reports, appraisals, title insurance, escrow fee's, recording fee's, title reports, inspections, state or federal taxes, Desktop Originator and Desktop Underwriting and other lender fee's if applicable.
- c. The contents of all application packages submitted by Broker to Broker's lender(s) on behalf of Borrower(s) shall become the property of Broker, and all information therein may be subject to Broker's independent verification. Borrower(s) hereby assigns all of Borrower(s) right, title, and interest in such application files to Broker's lender(s).

## **ARTICLE TWO**

### **BROKER COMPENSATION**

The lenders whose loan products Broker distributes to Borrower(s) generally provide their loan products to Broker at a wholesale rate. The retail price we offer you, your interest rate, total points and fees, will include Broker's compensation. In some cases, Broker may be paid all of Broker's compensation by either you the Borrower(s) or Broker's participating lender(s). Broker shall not be paid any compensation by both the Borrower(s) and Broker's participating lender(s) on the same loan submitted by Broker on behalf of Borrower(s) .

Broker may be paid by way of cash, origination points, points financed through the interest rate, credit for a specific rate chosen or a combination of those, all as determined by Broker's participating lender(s).

Broker acknowledges that it must provide all disclosures required by federal and state law with respect to Broker's compensation. Broker agrees that it will not accept from or give to any person, directly or indirectly, any commission, fee or other thing of value other than as disclosed in accordance with and permitted by the Real Estate Settlement Procedures Act.

Borrower(s) under no circumstances whatsoever shall ever pay cash directly to broker for any compensation or fee, or cost associated with a loan unless Borrower(s) are paying for the items described in Article One section (b).

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**ARTICLE THREE**  
**BORROWER(S) REPRESENTATIONS AND WARRANTIES**

Borrower(s) represents, covenants, and warrants unto Broker as to each and application submitted by Broker to Broker's lenders as follows:

- a. To the best of Borrower(s) knowledge any document, verbal statement, email or other type of correspondence submitted by Borrower to Broker contains true, accurate genuine and valid information and documentation and contains no untrue statement of material fact. That any document, verbal statement, email or other type of correspondence submitted by Borrower to Broker does not omit a material fact necessary to make any statement in such application that is not misleading.
- b. Borrower(s) represents and warrants that they are the legal owners of the subject property sought to be refinanced through Broker and/or Borrower are the true individuals and identity of persons seeking a purchase money mortgage loan through Broker.
- c. Borrower(s) have the requisite power, authority and capacity to enter into this Agreement with Broker. That Borrower(s) execution of and compliance with the terms and conditions of this Agreement will not violate any other document borrower(s) may have executed (i.e., wills, trusts, other agreements) with each other or other persons.
- d. If Borrower(s) are married, in a civil union, common law marriage, separated or in a relationship with another person by operation of law as defined by the laws of any state in the United States of America or by Federal Law, that Borrower(s) have the express written consent of the other spouse, partner or individual forming that legal relationship to engage Broker in arranging a mortgage loan on behalf of Borrower(s).
- e. Borrower(s) shall review all form 1003's produced by Broker, its agents, contractors and/or processors
- f. Borrower(s) shall not overstate income or assets contained in any loan application furnished by Broker to Brokers' approved lenders.
- g. Borrower(s) shall not falsify employment, award letters, gift letters, occupancy status, credit reports or any other document necessary for Broker to close a mortgage loan transaction on behalf of Borrower
- h. Borrower (s) agree that they shall not commit any form of loan fraud by act or omission

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- i. Borrower(s) agree to disclose all material information that may have an adverse consequence on Borrower(s) ability to secure financing through Brokers' approved lenders
- j. Upon the time loan documents are issued to Borrower(s) by Broker's lender(s), Borrower(s) review, read and comprehend each and every single page that is signed and dated by the borrower(s)
- k. Borrower(s) have been advised by Broker to seek independent legal counsel to review this Agreement before Borrower(s) execute this Agreement.

## **ARTICLE FOUR**

### **LEGAL PROVISIONS**

#### **4.01 No Promise or Guarantee**

Broker does not promise or guarantee to Borrower(s) a particular interest rate, loan term, loan product, reimbursement or credit to Borrower(s) of any dollar amount, credit back to borrower of any sort for any costs or fees incurred and the certainty of Borrower(s) loan funding and closing with Broker's participating lender(s).

#### **4.02 Purchase Transactions/Purchase Money Mortgages**

Borrower(s) shall hold broker harmless in the event that Borrower(s) pursue a purchase money mortgage through Broker and Brokers' approved lenders should Borrower(s) fail to make both loan funding and appraised value to be a contingencies on a Borrower(s) residential purchase agreement with seller in the event Borrower is unable to close escrow. Furthermore, Borrower(s) acknowledge Broker is not responsible for any loss of Borrower(s) earnest money deposit should Borrower (s) fail to furnish to Broker in a timely manner any document Brokers' lenders require to close a loan on behalf of Borrower(s) or in the event that Brokers' lenders make a change to loan products, interest rates, loan terms, documentation requirements, inspection requirements or any other change that a Brokers lenders may make that will have an adverse consequence on Borrower(s) ability to close escrow.

#### **4.03 Broker's Non Liability for Lender's Acts**

Borrower(s) acknowledges that Broker is acting as an independent contractor on behalf of Borrower(s) in securing a mortgage commitment pursuant to this Agreement. Borrower(s) acknowledges that the

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Broker shall not be responsible for any errors of Broker's participating lender(s) or investor for any term or condition of the loan documentation that may be contrary to any state or federal law. Broker shall not be responsible for any nonperformance of a commitment or mortgage by any lender or investor.

#### **4.04 Indemnification**

Borrower shall indemnify, hold harmless and immediately compensate Broker from all losses, claims, liabilities, expenses, penalty or other type of damage to Broker including but not limited to reasonable attorney fees incurred by Broker for any loss or harm caused by or created by Borrower. Specifically, but not by way of limitation, Borrower(s) indemnification of Broker under the terms of this Agreement includes the following:

- a. Any act or omission of Borrower(s) including without limitation, any fraud or misrepresentation in the originating or processing of the application of Borrower(s) loan;
- b. Any breach by Borrower(s) of any representations, warranties, or covenants set forth herein
- c. Borrower defaults on the first 36 payments due under the terms of a Loan;
- d. Borrower(s) payoff their funded and closed by Broker's lender(s) within 180 days of funding,
- e. Any investigation initiated by any law enforcement agency against Broker caused by Borrower(s) activities including but not limited to money laundering, racketeering, financing or funding terrorism or terrorist related activities, racketeering, identity theft, theft or other activities deemed to be illegal under state or federal law in which the Borrower(s) are, were or will be engaged in.

#### **4.05 Governing Law; Venue**

This Agreement shall be construed according to the laws of the State of California. Any judicial, quasi judicial, administrative proceeding, mediation and/or Face to Face meeting arising from a dispute relating to the provision contained in this Agreement shall occur in the State of California, County of Marin, and city of San Rafael.

#### **4.06 Face to Face Meeting**

In the event of dispute, Borrower(s) and Broker agree to meet face to face prior to the filing of any judicial, quasi judicial or administrative proceeding or mediation may be initiated to resolve the dispute. Borrower(s) and Broker may elect to bring legal counsel with them during the face to face meeting.

#### **Section 4.06 (a) Mediation**

If a dispute arises out of or relating to of any aspect of this Agreement, between Borrower(s) and Broker, or breach thereof, and if the dispute cannot be settled through negotiation, Borrower(s) and Broker agree to discuss in good faith within the presence of a third party mediator not a party to this Agreement for a minimum period of four (4) hours before resorting to Arbitration as provided for in this Agreement. The location for mediation shall occur in the State of California, County of Marin, City of San Rafael.

#### **Section 4.07 Arbitration**

Any dispute between the parties shall be resolved by binding arbitration in accordance with the rules and procedures of JAMS at the JAMS office in Marin County, California and any award rendered there under may be entered in any court of competent jurisdiction. Reasonable discovery may be conducted as allowed by the arbitrator of the dispute. The parties agree to stipulate that if a dispute arises that does not involve an arbitrable issue in combination with an arbitrable issue, the arbitrable issue shall be severed and arbitrated separately from any non-arbitrable issues involved in such dispute.

**NOTICE BY INITIALING IN THE SPACE BELOW BORROWER(S) ARE AGREEING TO ARBITRATION OF ANY DISPUTE ARISING OUT OF THE MATTERS DESCRIBED IN THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY STATE LAW AND BORROWER(S) ARE GIVING UP ANY RIGHTS BORROWER(S) MIGHT POSSESS TO RESOLVE OR LITIGATE A DISPUTE TO A COURT OR JURY TRIAL. BORROWER(S) ARE ADVISED THAT BORROWER(S) HAVE THE RIGHT TO HAVE AN INDEPENDENT LAWYER OF BORROWER(S) CHOICE REVIEW THESE ARBITRATION PROVISIONS, AND THIS ENTIRE AGREEMENT PRIOR TO INITIALING THIS PROVISION OR SIGNING THIS AGREEMENT. BY INITIALING IN THE SPACE BELOW BORROWER(S) ARE GIVING UP CLIENT'S JUDICIAL RIGHT TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION OF THIS AGREEMENT, IF BORROWER(S) REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS ARBITRATION SECTION OF THIS AGREEMENT, BORROWER(S) MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS, BORROWERS AGREEMENT TO THIS SECTION OF THIS AGREEMENT IS VOLUNTARY.**

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BORROWER(S) HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION SECTION OF THIS AGREEMENT TO NEUTRAL ARBITRATION.

**I/WE THE BORROWER(S) HAVE READ AND UNDERSTOOD THE ARBITRATION PROVISION \_\_\_\_\_ (PLEASE INITIAL IN THE BLANK SPACE).**

## **ARTICLE FIVE**

### **GENERAL PROVISIONS**

#### **Section 5.01 Termination of Agreement**

This Agreement may be terminated in writing by either party, and such termination shall be immediately effective upon receipt of such notice by the non-terminating party. Such termination shall not affect the existing obligations of either party to this Agreement. Borrower(s) representations and warranties and indemnification obligations shall survive the termination of this Agreement.

#### **Section 5.02 Waiver and Severability**

The provisions of this Agreement are severable. If a provision is found by a court of law to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which remain in full force and effect and shall be binding upon the parties.

#### **Section 5.03 Entire Agreement**

This Agreement is the entire and final Agreement by and between Borrower(s) and Broker and may not be contradicted by evidence of prior or contemporaneous oral agreements between the parties. No amendment, revision, addendum or other change to this Agreement shall be effective unless in writing and signed by Sundeep N Doshi, the broker of record of Broker and the Borrower(s).

#### **Section 5.04 Waiver; Non-Cumulative Remedies**

Failure or delay on the part of Broker to exercise any right provided for herein shall not act as a waiver of any right hereunder, nor shall any single or partial exercise of any right of Broker preclude any other

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further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions or shall constitute a continuing waiver, unless such waiver is in writing and executed by Sundeep N Doshi, broker of record for Broker. All the Remedies herein are deemed cumulative and nonexclusive.

**Section 5.06                      No Third Party Beneficiaries**

This Agreement is made for the sole benefit of the parties hereto, and no other person or entity shall have any right of action pursuant to this Agreement as a third party beneficiary or otherwise.

**Section 5.07                      Fraud**

The submission of an Application to Broker containing any false information or misrepresentation is a federal crime, and Broker cooperates with all government agencies, law enforcement offices to pursue such false information or fraudulent activity.

**Section 5.08                      Discrimination**

Broker is committed to the principles of fair lending. Broker agrees that all loan fees, discount points and interest rates must be charged to all Borrowers on a non-discriminatory basis, without consideration of race, gender, national origin, age, disability, and sexual orientation.

**Section 5.10                      Notice**

Any notice or demand that is required or permitted to be given by a provision of this Agreement shall be deemed to have been sufficiently given if either served personally or sent by prepaid first class, registered, or certified mail, addressed to the party at its address set forth below:

To Borrower(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Attention: \_\_\_\_\_





To Broker Service/Mail Address: AUMPLEX/DBA TAM FUNDING  
1749 ARLINGTON BLVD  
EL CERRITO CA 94530  
Attention: Sundeep Doshi

Either party may change its address by written notice to the other party.

**AGREEMENT CONTINUED ON NEXT PAGE**



**IN WITNESS WHEREOF**, Broker and Borrower(s) have caused their names to be signed by their respective officers thereunto duly authorized as the day and year first above written

**BROKER**

AUMPLEX/ DBA TAM FUNDING

By: \_\_\_\_\_  
Broker of Record  
SUNDEEP DOSHI

By: \_\_\_\_\_  
Procuring LO

NMLS ID of Procuring LO: \_\_\_\_\_

CA BRE of Procuring LO: \_\_\_\_\_

**BORROWER(S)**

\_\_\_\_\_  
Printed Name(s) of Borrower(s)

By: \_\_\_\_\_  
Signature of Borrower (1)

By: \_\_\_\_\_  
Signature of Borrower (2) if applicable

Phone: \_\_\_\_\_  
Telephone number of Borrower(s)  
(Mandatory)