

EVERSTREAM MORTGAGE

BROKER APPLICATION CHECKLIST

Updated April 2024

Thank you for your interest in Filo Mortgage, L.L.C., d/b/a Everstream Mortgage ("Everstream Mortgage"). Below is a summary of documents needed to get approved with Everstream Mortgage as a mortgage broker. Please use this checklist to ensure the application is complete. A complete application and approval of the Broker is required prior to loan applications being accepted for registration. Thank you.

Required Documentation

- Completed and signed Wholesale Broker Application
- Completed and signed Wholesale Broker Agreement
- Signed Compliance Attestation form
- Signed Loan Fraud Zero Tolerance form
- Completed Loan Compensation Plan Form
- Completed W-9 form
- Recent financial statements and/or business bank statement
- Resume of the owner(s)
- Copy of applicant's Quality Control Policies and/or Procedures

Required Documentation (VA Lending)

For Broker applicants who wish to submit VA eligible loan applications to Everstream Mortgage, please provide:

- A copy of VA agent letter including VA Lender ID

Trade Name

Everstream Mortgage is a filed trade name for Filo Mortgage, L.L.C. (NMLS #1928741)

EVERSTREAM MORTGAGE

FAIR LENDING POLICY

Filo Mortgage LLC, d/b/a Everstream Mortgage (“Everstream Mortgage”) is committed to treating all customers fairly and equally. We strive to ensure Everstream Mortgage does not discriminate in any part of lending transactions based on the following:

- Race,
- Color,
- Religion,
- National Origin,
- Sex,
- Marital Status,
- Familial Status,
- Military Status,
- Sexual Orientation,
- Age, provided the applicant has the capacity and is of an age meeting the underwriting requirements for age,
- Disability,
- Receipt of public assistance income, whether a person has exercised any right under the Consumer Protection Act (this includes the Truth in Lending Act), or
- Any other basis prohibited by law

Everstream Mortgage’s management and employees are committed to the practices of fair lending. It is Everstream Mortgage’s policy to make credit products available to all applicants who meet our business focus in a fair and consistent manner within the confines of a safe and sound business practices.

The following is Everstream Mortgage’s Fair Lending Policy statement:

- Everstream Mortgage is fully committed to the principle all credit decisions should be made without regard to the items listed above and will fulfill this commitment while maintaining prudent credit discipline and sound business practices.
- Everstream Mortgage recognizes affirmative steps must be taken to ensure that this principle is applied consistently and continuously throughout all aspects of our credit operation, including product design, sales and marketing, underwriting, training, performance evaluation, and servicing practices.
- Everyone at Everstream Mortgage involved in the credit process must strictly comply with fair lending requirements.
- Everstream Mortgage monitors the operation and achievements on a regular basis to ensure procedures are followed and Everstream Mortgage’s objectives are met. Everstream Mortgage will continue to make changes in our operation as we identify ways to more effectively meet our commitment to fair lending.
- Everstream Mortgage requires loan terms, rates and fees to be consistent with applicant qualification, the applicant has the ability to repay the obligation and the applicant receives a tangible benefit from the loan transaction.

WHOLESALE BROKER APPLICATION

COMPANY INFORMATION

Company Name / DBA: _____

Address: _____ Suite: _____ City: _____ State: _____

Company Phone: _____ Company Fax: _____ Company Website: _____

Business Entity: Individual Corporation Bank Charter Partnership Sole Proprietorship Limited Liability Company

If a Corporation or Limited Liability Company, is the applicant a subsidiary of or controlled by another entity. Yes No

If yes, indicate name of other entity: _____ (include an organization chart, if necessary)

Company _____ Primary Contact: _____ Primary Contact Email: _____

State of Incorporation or Organization: _____ Date Formed: _____ Business Tax ID: _____

OWNERSHIP / MANAGEMENT (Attach Sheet If Necessary)

First Name	Last Name	NMLS #	Title	% Owner	Contact Email	SSN (Req.)

MORTGAGE LOAN ORIGINATOR / BROKER OF RECORD

First Name	Last Name	NMLS #	Title	Contact Email	SSN (Req. in CA)

SETUP QUESTIONS

Which Loan Origination System do you use: _____

Which Credit Provider do you use: _____

AGENCY INFORMATION

- 1) Do you want to broker FHA/HUD loans to Everstream Mortgage? Yes No If "Yes", do you have a FHA ID #? Yes No FHA ID #: _____
- 2) Do you want to broker VA loans to Everstream Mortgage? Yes No If "Yes", you must either 1) provide a copy of your VA approval letter, or 2) submit a request for VA sponsorship with Everstream Mortgage. Check here if you wish to make a sponsorship request:
- 3) Is the Applicant approved with Freddie Mac? Yes No If "Yes", please provide the following: ID #: _____ Date Approved: _____
- 4) Is the Applicant a Fannie Mae Seller/Servicer? Yes No If "Yes", please provide the following: ID #: _____ Date Approved: _____

DISCLOSURES

- 1) Within the last three (3) years, has the Applicant, its owners, its broker(s) of record or any of its employees (i) had any formal complaints filed against them with a federal or state mortgage banking/broker regulatory authority, (ii) been found in violation of any mortgage banking/broker federal or state regulatory authority's statutes or regulations, (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority or (iv) been denied, suspended or had a registration or license revoked by a federal or state mortgage banking/broker regulatory authority?
 Yes No
- 2) Has your company ever had unfavorable findings with regard to brokerage or mortgage operations or servicing activities included in any audit, examination or report by FHA, VA, Fannie Mae, Freddie Mac or any regulatory, supervisory or investigating agency?
 Yes No
- 3) Has any owner, partner, officer, director, employee or loan officer been affiliated with any company/business that was suspended by FHA, VA, Fannie Mae, or Freddie Mac and/or subject to any voluntary or involuntary bankruptcy proceedings?
 Yes No
- 4) Has the Applicant ever been suspended from brokering loans to another lender or had its approval status revoked by another lender?
 Yes No
- 5) Has any owner, partner, officer, director, employee or loan officer of your company ever been found guilty of a felonious criminal offense?
 Yes No
- 6) Is there any pending litigation involving the company or any of its owners, partners, shareholders, directors, officers, employees or loan officers?
 Yes No
- 7) Has your company ever been denied, suspended or disqualified by any MI companies?
 Yes No

If you answered "Yes" to any of questions 1-7, please explain (attach additional sheets if necessary):

- 8) Does Applicant have a due diligence process in place to ensure compliance with "high-cost" and "predatory lending" statutes for all applicable federal, state and, if necessary, local laws?
 Yes No

If you answered "Yes" to question 8, please select any of the following that apply (at least one):

- Have a QC Plan or Fraud Prevention Policy in place Use a 3rd Party review or Compliance Software System Other (explain below):

If you answered "No" to question 8, please select one of the following:

- Do not participate in high cost loans or sub-prime loans Compliant to all SAFE act requirements Other (explain below):

- 9) Have you been required to repurchase a loan(s) from lenders or investors in the past 12-months?
 Yes No

If you answered "Yes" to question 9, please state number of loan(s): _____ Total dollar amount: \$ _____

- 10) Has the company adopted a policy for verifying potential employees against the following industry exclusionary lists: GSA Excluded Parties List, HUD Limited Denial Participation (LDP) List, Federal Housing Finance Agency (FHFA) Suspended Counterparty List (SCP) and state specific debarment lists (e.g., CA, GA):
 Yes No

If you answered "No" to question 10, please provide explanation for lack of process and/or steps taken to remediate

- 11) Has the company adopted a policy for the regular training of all employees in federal and state regulatory compliance including but not limited to the processing, tracking and resolution of client and employee complaints?
 Yes No

COMMUNICATIONS

From time to time, Everstream Mortgage, its subsidiaries or affiliates (collectively, "Everstream Mortgage") may communicate with approved brokers to provide them with valuable information related to their business relationship with Everstream Mortgage, including, without limitation, loan product information and notices. In some cases, the information may be communicated via Everstream Mortgage's web site. In other cases, the information may be communicated via email. To confirm the Applicant's agreement to receive communications via email, please check the appropriate boxes below:

1) Applicant hereby consents to receive information from Everstream Mortgage by email:

Yes No

2) In connection with the above consent, the Applicant consents to receive such information at the email addresses provided in this application

Yes No

3) Further, the Applicant consents to receive such information at any other or email address that the Applicant or its owners, officer, broker of record or employees may provide to Everstream Mortgage from time to time after the date of this application:

Yes No

AUTHORIZATION

I hereby authorize Everstream Mortgage to conduct a background check regarding any of the information provided on this application, including, without limitation, obtaining a credit report for any of the individuals listed on this application as an owner, broker of record or employee of the Applicant. In connection with this authorization, I hereby certify that I have obtained all required consents and approvals of all individuals listed on this application to authorize Everstream Mortgage and its affiliates to conduct such background checks and obtain such credit reports on such individuals. Applicant acknowledges that such reports and information will be obtained and used only in connection with Everstream Mortgage's approval of Applicant and evaluation of Applicant's eligibility to do business with Everstream Mortgage and not for any consumer credit or other purpose.

Applicant certifies to its best belief and knowledge that the information provided herein is true and correct.

Everstream Mortgage and its affiliates agree that any financial information provided by the Applicant will be treated as confidential and will not be released to any third party.

Broker of Record Signature

Typed Name

Title

Firm Name

Date

Majority Owner/Officer Signature

Typed Name

Title

Firm Name

Date

EVERSTREAM MORTGAGE BROKER AGREEMENT

This Broker Agreement (this "Agreement") is entered into this ___ day of _____, 20__ by and between Filo Mortgage LLC, d/b/a Everstream Mortgage ("Everstream Mortgage"), a Delaware LLC, and _____, ("Broker"), a _____ (together, the "Parties").

WHEREAS, Broker is engaged in the business of soliciting mortgage loan applications from the general public for submission to lenders for funding consideration.

WHEREAS, Everstream Mortgage is in the business of accepting loan applications from mortgage brokers for the purpose of funding the loan in the name of Everstream Mortgage.

WHEREAS, the Parties wish to establish a non-exclusive relationship between and for the benefit of Everstream Mortgage and Broker whereby Broker will submit to Everstream Mortgage, from time to time, selected and completed mortgage loan applications and supporting documents for review, underwriting and potential approval by Everstream Mortgage.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter contained, the Parties agree as follows:

1. Commitment to Responsible Lending:

Broker hereby affirms that it shares Everstream Mortgage's commitment to abide by fair lending principles and its primary obligation is to act in the best interest of any loan applicant and, therefore, as a material inducement for Everstream Mortgage to enter into this Agreement, Broker agrees:

- A. To analyze carefully each applicant's financial situation. Broker will only submit loans to Everstream Mortgage on behalf of an applicant whose financial situation demonstrates an ability and willingness to repay the loan.
- B. To ensure each applicant obtains a tangible net benefit from the terms of the loan.
- C. To refrain from knowingly or intentionally steering or directing an applicant into a loan product that is not based upon the best credit grade that the applicant would qualify for under applicable underwriting guidelines (the "Guidelines"). In accordance with this standard, Broker will not knowingly submit an application for a non-prime loan for an applicant who is eligible for and whose needs are met by a prime loan.
- D. To operate in full compliance with all applicable federal and state lending, non-discrimination, and brokering laws and regulations.
- E. To ensure that each and every loan submission contains no false or misleading material information, including, but not limited to:
 - i. The true source of the down payment is disclosed to Everstream Mortgage;
 - ii. The appraisal is free from undue influence by Broker or Broker's agents; and
 - ii. The applicant's true credit characteristics are accurately calculated and disclosed.

Broker acknowledges and shares Everstream Mortgage's commitment to preventing mortgage fraud. Broker understands that Everstream Mortgage views fraud as both a criminal and predatory practice and that Everstream Mortgage may report fraud to licensing and/or criminal authorities and may civilly sue brokers and agents that participate in fraudulent activity under both state and federal law. Broker acknowledges receipt of Everstream Mortgage's Loan Fraud Zero Tolerance Policy and the FBI's Mortgage Fraud Warning Disclosure.

2. General Broker Responsibility:

Broker shall perform all of the following duties and functions at Broker's sole expense and Broker agrees to truthfully provide and perform these conditions in addition to the other promises, representations and covenants contained herein:

- A. Submit to Everstream Mortgage a completed mortgage loan application package (the "Package") from each applicant using such forms and under such programs, procedures and fee schedules as Everstream Mortgage periodically may establish.
- B. For any loan application that utilizes an automated underwriting system (e.g. Desktop Underwriter for Fannie Mae or Loan Prospector for Freddie Mac) offered to Broker for the purpose of issuing credit approval, Broker has properly and accurately input all income, debt and other information as stated on the loan application and as required by the applicable Guidelines.

- C. Furnish to Everstream Mortgage the applicant's credit and financial information (including tax returns and bank statements) and other information as Everstream Mortgage may require.
- D. Provide such additional information as Everstream Mortgage may reasonably request to assist Everstream Mortgage in marketing the mortgage loans to the secondary market. Broker understands that such request may occur after closing of the mortgage loan by Everstream Mortgage.
- E. Perform such other customary and reasonable services as Everstream Mortgage may require to close a mortgage loan.
- F. Comply with all applicable local, state and federal laws and regulatory requirements.

3. Submission and Processing of Mortgage Loan Application Package:

- A. Broker will take information from prospective mortgage loan borrowers and submit to Everstream Mortgage a completed Package, together with such related materials as may be designated by Everstream Mortgage. All such applications and related materials shall be in the form and content as specified by Everstream Mortgage. In the event any form is incomplete or Everstream Mortgage requires additional information to evaluate the loan application, Broker will use its best efforts to assist in obtaining such additional information and/or documentation.
- B. In connection with the submission of any Package to Everstream Mortgage, Broker will perform the following services, as applicable, but without limitation:
 - i. Initiate/order verification of employment ("VOE") and verifications of deposits ("VOD"), plus any additional documents required to establish income, employment, and cash available for closing;
 - ii. Initiate/order credit reports and requests for mortgage and other loan verifications;
 - iii. Initiate/order inspections or engineering reports;
 - iv. Provide disclosures to the applicants as required by applicable law or as required by Everstream Mortgage. Unless otherwise agreed, Everstream Mortgage will provide the consumer with the initial Loan Estimate; and
 - v. Participate in the loan closing, if requested by Everstream Mortgage.
- C. In addition, Broker will perform at least one of the following services for each loan funded hereunder:
 - i. Analyze the applicant's income and debt and pre-qualify the applicant to determine the maximum mortgage loan that the applicant can afford;
 - ii. Educate the applicant in the home financing process, advise the applicant about the different types of credit products available, and demonstrate how closing costs and monthly payments would vary under each product;
 - iii. Collect financial information (e.g. tax returns, bank statements) and other related documents that are part of the application process;
 - iv. Assist the applicant in understanding and clearing credit problems; and
 - v. Maintain regular contact with the applicant between application and closing to apprise them of the state of the application and the satisfaction of any outstanding conditions to closing, and gather any additional credit, financial and other information as needed.
- D. Broker understands that Everstream Mortgage will rely on the information provided and Broker shall review the accuracy and completeness of all information provided by the applicant, and shall at all times maintain the integrity of Broker's loan application and processing operations.
- E. All Packages submitted will comply with, but not limited to, the following:
 - i. The Equal Credit Opportunity Act ("ECOA") and Regulation B;
 - ii. The Fair Housing Act;
 - iii. The Home Mortgage Disclosure Act and Regulation C;
 - iv. The Real Estate Settlement Practices Act and Regulation X;
 - v. The Truth in Lending Act and Regulation Z;
 - vi. All Federal Housing Administration ("FHA") requirements and regulations.

4. Broker Compensation:

Subject to the full satisfaction of the conditions specified in this Agreement, for lender paid transactions, Everstream Mortgage shall compensate Broker on a loan-by-loan basis for each mortgage loan Everstream Mortgage has funded pursuant to this Agreement. For purposes of the prior sentence, when the proceeds of the mortgage loan have been disbursed to or for the benefit of the borrowers, that mortgage loan has been "funded" by Everstream Mortgage. Broker shall properly and fully disclose all of its compensation to borrower. No compensation shall be owed by Everstream Mortgage to Broker for any mortgage loan that is not funded by Everstream Mortgage. Broker and Everstream Mortgage agree that the compensation paid by Everstream Mortgage to Broker pursuant to this Agreement is to compensate Broker for the Broker's origination of each mortgage loan funded by Everstream Mortgage, for services performed by Broker in connection with such mortgage loan, and in recognition of the value to Everstream Mortgage of the use of Broker's staff and facilities in connection with the origination of the mortgage loan. The Parties agree that, notwithstanding any provisions of this Agreement to the contrary, the compensation paid to Broker shall not be greater than the reasonable value of the goods, services, facilities and other value added by the Broker which reasonable value must be determined based on the facts and circumstances pertaining to the mortgage loan. Should

Everstream Mortgage determine that Broker's compensation as to a mortgage loan exceeds a reasonable amount, then Everstream Mortgage may withhold such compensation pending investigation and resolution.

5. Obligations to Deliver Loans:

Broker will use its best efforts to ensure the closing of each mortgage loan registered and rate-locked with Everstream Mortgage. Everstream Mortgage shall have the right to review onsite or otherwise from time to time, upon reasonable prior notice to Broker, Broker's files and other documents pertaining to registered mortgage loans. Such review will be conducted in a manner that does not unreasonably interfere with Broker's normal operations.

6. Broker's Representations and Warranties:

A. Regarding the Broker:

Broker represents and warrants to Everstream Mortgage at all times the following:

- i. **Due Organization:** Broker, whether a sole proprietorship, corporation or limited liability company, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its creation or incorporation, has full power and authority to own its assets and carry on its business as it is now being conducted, and is duly qualified to transact business where such qualification is required.
- ii. **Due Business:** Broker is in compliance and will remain in compliance with all business licensing requirements to do business in the state(s) in which Broker originates any mortgage loan and possesses and agrees to maintain as valid, all necessary licenses, permits, and authority to engage in activities contemplated by this Agreement.
- iii. **Due Authority:** Broker has the requisite authority and capacity to enter into this Agreement and the person signing this Agreement for Broker has been fully authorized by Broker to enter into this Agreement and sign this Agreement on Broker's behalf.
- iv. **Exclusionary List:** Broker does not employ any individual involved in the origination process of a mortgage loan that is listed on the General Services Administration Excluded Party List or the HUD Limited Denial of Participation List. Broker has and will take reasonable steps to ensure s/he does not employ an individual on either list in compliance with FNMA Announcement SEL-2010-01.
- v. **Employees:** All mortgage loan applications submitted to Everstream Mortgage will be originated and prepared by trained employees of Broker, competent in all relevant aspects of mortgage lending activities and will be properly originated, prepared and completed in accordance with all applicable local state and federal law and regulations along with the procedures and Guidelines of Everstream Mortgage which shall be known to Broker. All of Broker's loan originators shall be properly licensed in each state in which such loan originator originates mortgage loans.
- vi. **No Third Party:** No mortgage loan will be brokered to Everstream Mortgage that was originated by any party other than Broker or Broker's employees, without the express written consent of Everstream Mortgage.
- vii. **No Predatory, Unfair, Deceptive or Abusive Lending Acts or Practices:** No predatory, unfair, deceptive or abusive lending acts or practices were used in connection with the origination of any mortgage loan.
- viii. **Ability to Perform:** Broker meets the applicable standards for doing business with Everstream Mortgage. Neither Broker, nor any of its current or former (during the time of their employment by Broker) officers, directors, principal shareholders (if Broker is a corporation), members (if Broker is a limited liability company), partners (if Broker is a partnership), or loan officers or originators have ever been excluded from conducting business with Fannie Mae, Freddie Mac, FHA or the U.S. Department of Veterans Affairs ("VA"), are under investigation or have been indicted, convicted of a felony or for any offenses for any activity involving theft, fraud or forgery or otherwise prohibited by the mortgage lending industry.
- ix. **Compliance:** Broker has complied with (a) all terms, conditions, and requirements of Guidelines that may be set forth by Everstream Mortgage and this Agreement and (b) all applicable federal, state and local laws and regulations, including, without limitation, making all disclosures relating to the amount and source of compensation or revenue paid to Broker by a borrower, Everstream Mortgage, or third parties.
- x. **No Escrow and Title Company Affiliation:** No escrow company or title company used by Broker for any mortgage loan submitted to Everstream Mortgage is owned, in whole or in part, by Broker.
- xi. **Anti-Money Laundering Laws:** At all times, Broker agrees to comply with all applicable federal, state and local anti-money laundering laws, orders and regulations, including, but not limited to, the USA Patriot Act of 2001, the Bank Secrecy Act and the regulations of the Office of Foreign Asset Control.
- xii. **Fair and Accurate Credit Transactions Act:** Broker has, at all times, been in compliance with the applicable provisions of the Fair and Accurate Credit Transactions Act and has established a written program to detect, identify and mitigate identity theft by recognizing relevant patterns, practices and specific forms of activity that are "red flags" signaling possible identity theft.
- xiii. **Appraiser Independence:** Each appraisal shall be obtained in compliance with the Appraiser Independence Requirements.

B. Regarding the Mortgage Loan Package:

Broker represents and warrants to Everstream Mortgage at the time any Package is submitted to Everstream Mortgage and at the time any mortgage loan is funded and closed that:

- i. **No High Cost Loans:** No mortgage loan: (a) is subject to the provisions of the Homeownership and Equity Protection Act of 1994 as amended, (b) is a "high cost" mortgage loan, "higher-priced mortgage loan", "covered" mortgage loan or "predatory" mortgage loan under any federal, state or local law, rule, or regulation, (c) is

- subject to any comparable federal, state or local statutes or any other statute or regulation providing assignee liability to purchasers or holders of such mortgage loans, or (d) has total points and fees charged to the borrower in excess of the limits allowed by Fannie Mae and Freddie Mac as of the date the mortgage loan is closed.
- ii. **No Defenses/No Rescission:** No loan submitted by Broker is subject to any right of rescission, set-off, counterclaim or defense and none of the terms of the loan and none of the rights provided therein are unenforceable, in whole or in part, due to any action or inaction on the part of Broker.
 - iii. **Accuracy of Data:** None of the statements, documents, or information inputted by Broker or its agents into an automated underwriting system in regards to a Package or otherwise provided by Broker or its agents in regards to any Package contains or will contain any untrue, incomplete, inaccurate, erroneous statement, or omission of a material fact. Broker understands that by making the warranty in this paragraph, it is warranting the accuracy of all information Broker and its agents submit to Everstream Mortgage, whether or not Broker has knowledge or reason to suspect any inaccuracy or omission. Broker acknowledges that the information in the Package may be subject to Everstream Mortgage's independent verification, underwriting approval or quality control review, but this shall not relieve Broker from its duties, responsibilities, representations and warranties hereunder. Broker shall not be entitled to rely on such actions of Everstream Mortgage to in any way relieve Broker of its responsibilities, representations, and warranties herein.
 - iv. **Broker Payment and Ownership:** Unless disclosed to Everstream Mortgage in writing before the funding of any mortgage loan, Broker shall not receive any direct or indirect payment from any person other than the applicant with respect to the mortgage loan, including, without limitation, a payment involving escrow, appraisal or sale, and Broker (and its agents, employees, officers and directors) shall have no direct or indirect ownership in any property intended as security for the mortgage loan being reviewed by Everstream Mortgage for purposes of purchase.
 - v. **Third Party Payment:** Except as otherwise disclosed to Everstream Mortgage in writing before the brokering of any loan, Broker: (a) has not received, and has no agreement to receive, any direct or indirect payment from any third party with respect to Package (or the related real estate transaction), including without limitation, payments from escrow agents, appraisers, or real estate brokers, or agents of borrowers, and (b) unless disclosed in writing in advance to and approved by Everstream Mortgage, has no direct or indirect ownership interest in any property acting as security for the loan. Broker will not collect any fees in advance of closing from prospective borrowers unless permissible under applicable law and regulation and fully disclosed to Everstream Mortgage. Broker has not advanced funds or induced, selected or knowingly received an advance of funds by a party other than the borrower for the payment of any amount required to obtain the loan.
 - vi. **Hazard Insurance:** If Everstream Mortgage has determined that the property proposed as security for a mortgage loan is located in a special flood hazard area and that flood insurance is available under the National Flood Insurance Act of 1968, as amended, then the property is covered by a flood insurance policy in the required amount with an insurer acceptable to Everstream Mortgage. Broker has provided prospective borrowers with the Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance as prescribed by the Flood Disaster Protection Act of 1973, as amended, not later than the deadline imposed by such Act.
 - vii. **Acceptable Insurance:** All improvements upon the mortgaged property are insured by an insurer acceptable to Everstream Mortgage against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the mortgaged property is located, in an amount not less than the minimal amount required for the applicable loan program. Each such insurance policy contains a "standard mortgagee clause" and such other clauses and endorsements as required.
 - viii. **FHA Insurance and VA Guaranty:** With respect to any FHA insured mortgage loan or a VA guaranteed mortgage loan, nothing has been done or omitted by Broker to invalidate the contract of insurance with the FHA or the VA guaranty.
 - ix. **Private Mortgage Insurance:** Broker has not done or omitted to do anything, the effect of which act or omission could cause a contract of private mortgage insurance to be canceled, denied or rescinded.
 - x. **Unacceptable Investment/Marketability:** Broker has no knowledge nor any reason to know: (a) of any damage to the property proposed as security for the loan by fire, windstorm or other casualty, (b) that any property has been or will be condemned, (c) of any detrimental conditions, which could reasonably be expected to adversely affect the market value of the property proposed as security for the loan including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, noncompliance with all applicable environmental laws, or other conditions similar to any of the foregoing, (d) of any or outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those which are affirmatively insured against by the title insurance policy, (e) of any outstanding oil, gas or other mineral interest not owned or controlled by the proposed borrower which might jeopardize the security interest in the property or any manner diminish the value of the property as security for the loan, (f) of any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the property proposed as security for the loan might not be at least the amount reported therein, or (g) of any circumstances or conditions with respect to the property proposed as security for the loan (including, without limitation, lack of any required inspections, licenses, or certificates, required by law), the borrower or the borrower's credit standing that could reasonably be expected to cause private institutional investors to regard the loan as an unacceptable investment, or cause the loan to become delinquent, or adversely affect the value or marketability of the loan.
 - xi. **VA Loans:** For any VA loan: (a) neither Broker nor any of its employees or agents is or has been on the VA's Limited Denial of Participation List ("LDP List"), (b) Broker notified Everstream Mortgage within five (5) business days of its discovery that any of its employees or agents is, has been, or will be in the LDP List, (c) Broker has not received any negative reporting on the Credit Alert Verification Reporting System ("CAIVERS"), (d) Broker notified Everstream Mortgage within five (5) business days of its discovery that it has received any negative reporting on CAIVERS, (e) Broker will not and has not charged any fees in excess of those allowed by the VA, (f) Broker has and will pay its annual VA renewal fees in a timely manner, and (g) Broker has not and will not

- submit a VA loan to Everstream Mortgage that has previously been declined by the VA.
- xii. **FHA Loans:** For any FHA insured loan: (a) Broker has: (1) has never been suspended nor terminated by the FHA, and (2) all of Broker's employees who were involved in the origination or processing of a FHA loan were properly trained by Broker in and knowledgeable of all applicable FHA guidelines.
 - xiii. **No Interest in Property:** No Package has been submitted where either Broker or any of its employees has any direct or indirect interest in the property securing the loan.
 - xiv. **Solicitation:** If Everstream Mortgage shall approve an Application hereunder, then for a period of six (6) months after the later of (1) the date of Closing of such Mortgage Loan and (2) the date such Mortgage Loan is sold to an Investor, neither Broker nor any of its affiliates, officers, employees or agents shall directly or indirectly solicit or encourage, or cause to be solicited or encouraged, the borrower for purpose of pre-paying, refinancing, or modifying such Mortgage Loan in whole or in part, except with the written permission of Everstream Mortgage.

7. Broker is an Independent Contractor:

Broker acknowledges that nothing in this Agreement shall be construed to create a joint venture between Broker and Everstream Mortgage. In addition, nothing in this Agreement shall be construed to make Broker a partner, agent, representative, or employee of Everstream Mortgage, and Broker shall not hold itself out as such. Broker may not use Everstream Mortgage's name in any advertising medium. Broker agrees that it shall conduct any and all business activities as an independent contractor to Everstream Mortgage. As an independent contractor, Broker shall determine the method, details and means of performing of all services described within this Agreement.

8. Indemnification:

Broker shall indemnify and hold Everstream Mortgage, and their respective officers, directors, employees, shareholders, representative, successors, assigns, agents and affiliates (collectively, the "Indemnitees"), harmless from and against, and shall reimburse the Indemnitees with respect to, any and all losses, damages, demands, claims, liabilities, costs and expenses, including reasonable attorneys' fees, whether or not a lawsuit is filed, of any nature or cause whatsoever, incurred by reason of or arising out of or in connection with:

- A. Any breach of any representation, warranty or covenant contained in this Agreement; or
- B. Broker's failure to perform any of its obligation under this Agreement.

9. Early Payoff and Early Payment Default:

A. Early Payoff

In addition to any other remedies available to Everstream Mortgage under this Agreement, a Broker shall pay Everstream Mortgage an early payoff fee with respect to any loan that meets any of the following conditions:

- i. Any conventional mortgage loan that is paid off within one hundred eighty (180) days of the funding date;
- ii. Any government mortgage loan that is paid off within one hundred eighty (180) days of the funding date;
- iii. Any non-agency or jumbo loan that is paid off within one hundred eighty (180) days of the funding date.

For the early payoff fee, Broker shall pay to Everstream Mortgage any compensation Everstream Mortgage paid to Broker in connection with such loan, less any prepayment penalty, if any, collected by Everstream Mortgage under the terms of the loan.

B. Early Payment Default

In the event that the borrower of a loan funded by Everstream Mortgage becomes delinquent, with respect to any of the following conditions:

- i. For any mortgage loan that is eligible to be sold to or insured by any agency, any of the first six (6) monthly payments due to Everstream Mortgage, which has not been received by Everstream Mortgage by the close of business on the ninetieth (90) day after its due date; or
- ii. For any other mortgage loan, any of the first six (6) monthly payments due to Everstream Mortgage that has not been received by Everstream Mortgage by the close of business on or before the last calendar day of the month in which such payment is due, unless such delinquency was the result of a servicing transfer error or the applicable borrower paid the applicable monthly payment to the prior servicer in a timely manner.

Any loan with the above conditions will be regarded as an early payment default. Broker shall, at Everstream Mortgage's sole option, either: (a) repurchase the loan; or (b) pay Everstream Mortgage an administrative fee of one thousand five hundred dollars (\$1,500.00), along with any compensation Broker received for the loan from Everstream Mortgage.

10. Everstream Mortgage Obligation and Everstream Mortgage and/or its Contract Underwriter Has Sole Discretion to Approve Mortgage Loans:

Everstream Mortgage agrees to review all packages submitted by Broker; however, mortgage loan approval shall be within Everstream Mortgage's sole discretion. Broker shall not represent that Everstream Mortgage has approved or will approve any

mortgage loan until Broker is informed by Everstream Mortgage in writing. Mortgage loans shall close in the name of Everstream Mortgage and Everstream Mortgage shall appear on the promissory note as beneficiary. In the event that a mortgage loan application is denied, Everstream Mortgage shall cause to be delivered to Broker a statement of credit denial, termination or change. Broker agrees to inform applicant of the adverse action on the mortgage loan application in accordance with the regulations of ECOA.

11. Change in Underwriting Standards:

Broker agrees that Everstream Mortgage's underwriting standards may be amended at any subsequent time upon reasonable prior written notice to Broker. Upon such change and written notice, Broker shall comply with all modified Guidelines and modifications thereto. In the event Everstream Mortgage purchases a mortgage loan which does not comply with the Guidelines, the exception must be pre-approved in writing by Everstream Mortgage and Everstream Mortgage may purchase such loans at Everstream Mortgage's option and sole discretion; provided, however, that any such purchase shall not constitute a waiver of any other guidelines, except as to that loan, and shall not obligate Everstream Mortgage to purchase any other mortgage loans which do not strictly conform to said Guidelines.

12. Inspection Rights of Everstream Mortgage and Recertification Compliance:

- A. Broker agrees to keep and maintain its books and records as to mortgage loans hereunder so as to meet and comply with federal and state laws and regulations. Broker hereby grants permission and authority to Everstream Mortgage to audit its, books, records, files, facilities, and the experience and qualifications of Broker's staff, as well as its operations, quality control, procedures, policies, manuals, and employee compensation. Any such audit may be conducted at the location where Broker's activities are performed during normal business hours and Broker agrees to cooperate in any such audit. Broker understands that Everstream Mortgage will maintain an active quality control system and that Everstream Mortgage may routinely re-verify pertinent credit documentation and appraisals submitted by Broker even after a loan is closed or sold to Everstream Mortgage.
- B. Broker agrees and authorizes Everstream Mortgage to verify, monitor, and report the business quality of Broker and its brokerage business at Everstream Mortgage's expense. Everstream Mortgage may use industry sources such as, but not limited to, MARI, Dunn & Bradstreet, and other business credit reports to obtain and report, as the case may be, such information. Everstream Mortgage reserves, in its sole discretion, the right to cancel this Agreement based on such findings.
- C. During the term of this Agreement, Everstream Mortgage will conduct an annual recertification process. Broker will furnish Everstream Mortgage with: (i) copies of all renewals of its licenses within thirty (30) days after same are issued to Broker by the applicable regulatory authorities; and (ii) copies of Broker's financial statements promptly after the same become available. In the event Broker does not obtain an audited financial statement, Broker will furnish Everstream Mortgage with its internally prepared financial statements. If requested by Everstream Mortgage, Broker shall also provide any other information reasonably related to substantiating Broker's continuing eligibility status, including, but not limited to, quality control procedures and processes. Everstream Mortgage, in its sole discretion, may terminate this Agreement should Broker fail to maintain any of its eligibility thresholds.

20. Waiver:

The failure or delay to exercise any right hereunder shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. The waiver of any breach, term, provision or condition of this Agreement shall not be construed to be a waiver of any other breach, term, provision or conditions. All remedies afforded by this Agreement, or breach hereof, shall be cumulative, that is, in addition to all other remedies provided herein at law or in equity.

21. Confidentiality of Information:

- A. Each party recognizes that, in connection with this Agreement, it may become privy to non-public information regarding the financial condition, operations and prospects of the other party. Each party agrees to keep all non-public information regarding the other party strictly confidential, and to use all such information solely in order to effectuate and enforce this Agreement, provided that each party may provide confidential information to its employees, agents and affiliates who have a need to know such information in order to effectuate and enforce this Agreement. The receiving party may disclose confidential information as may be required by regulatory request, law, or court order, but must first notify the discloser, if legally permitted and practicable, so that the discloser may seek a protective order at its sole cost (with the recipient providing cooperation).
- B. Each party agrees that it will ensure the protection and security of nonpublic personal information in compliance with the Gramm-Leach-Bliley Act and implementing regulations thereof, and all other applicable laws, rules, and regulations. Each party shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration or destruction of nonpublic personal information and shall inform the other party as soon as possible of any security breach or other incident involving possible unauthorized disclosure of or access to nonpublic personal information.

22. Rights of Offset:

If any amount Broker owes to Everstream Mortgage under this Agreement or the Guidelines remains outstanding for more than ten (10) days after it is due, Broker hereby authorizes Everstream Mortgage to deduct from any subsequent mortgage loans brokered hereunder all such amounts due Everstream Mortgage. Any such offset may be exercised by Everstream Mortgage at any time and from time to time with prior notice to Broker.

23. Termination:

This Agreement will continue until terminated by either party. Either party may terminate this Agreement without cause upon fifteen (15) days prior written notice to the other. Either party may terminate this Agreement immediately without prior notice for cause, including, without limitation, breach of any representation, warranty, promise, or agreement made or deemed to be made in this Agreement or the Guidelines, or default in performance of any duty, obligation or responsibility hereunder or under the Guidelines. Everstream Mortgage may terminate this Agreement without prior notice if Broker has not brokered any loans to Everstream Mortgage within any consecutive six (6) month period. All representations, warranties, rights to audits, indemnity obligations, and other remedies will survive the termination of this Agreement.

24. Future Communication:

Broker permits and authorizes Everstream Mortgage and its affiliates to send to Broker and Broker's employees, via e-mail, fax or other electronic transmission: (a) notifications concerning changes to existing products, (b) new product features, (c) general business communications, and (d) other marketing materials. Broker acknowledges that such information is provided by Everstream Mortgage for use by Broker and Broker's employees pursuant to the ongoing commercial relationship between Broker and Everstream Mortgage, as outlined herein.

25. Proprietary Information/Non-Circumvention:

Broker acknowledges that unique lending programs, processes, guidelines, and procedures ("Everstream Mortgage Programs") constitute a trade secret and represent proprietary information owned solely by Everstream Mortgage. Broker agrees that its officers, directors, employees, agents, successors, and assigns will keep the Everstream Mortgage Programs confidential and will use the Everstream Mortgage Programs only in conjunction with this Agreement. Broker further agrees that its officers, directors, employees, agents, successors, and assigns will not circumvent Everstream Mortgage by dealing directly with Everstream Mortgage's investors regarding any Everstream Mortgage loan program. This section shall survive the termination of this Agreement and shall be enforceable by and in addition to any other remedies allowable by law.

26. Costs and Expenses:

All costs and expenses incurred in connection with Broker's transfer and delivery of any mortgage loan to Everstream Mortgage including without limitation, Broker's attorney's fees, shall be paid by Broker.

27. Change of Ownership, Financial Condition or Senior Management:

Broker will promptly advise Everstream Mortgage of any material change in its business or financial condition, or any change in its ownership or management. Broker shall also immediately inform Everstream Mortgage in writing of any change in status of any required license and of any pending, threatened, or final judicial, administrative, or regulatory action or order that may impact the status of a required license or its eligibility under this program. In addition to Everstream Mortgage's rights to terminate this Agreement as provided in this Agreement, Everstream Mortgage may refuse to fund loans submitted by Broker if Everstream Mortgage reasonably determines that Broker will be unable to fulfill any of its obligations under this Agreement.

IN WITNESS WHEREOF, Everstream Mortgage and Broker have caused this Agreement to be executed as of the day and year first written above.

FILO MORTGAGE LLC, d/b/a EVERSTREAM MORTGAGE BROKER

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

EVERSTREAM MORTGAGE BROKER COMPENSATION AGREEMENT

Broker Name: _____

Filo Mortgage LLC, d/b/a Everstream Mortgage ("Everstream Mortgage") requests brokers to select the Lender-Paid Compensation Plan that you want based on the plan selections we offer below. The compensation plan selected applies to all branches of your mortgage company and is binding for all lender-paid loans locked by Everstream Mortgage during the applicable period. For a new broker, your plan selection will start immediately and will remain in effect until you timely contact Everstream Mortgage for a change. Changes to your compensation plan are allowed to be made not less than 90 days from the last change date. The "Last change" date is defined as follows:

- For newly approved brokers, the commencement date of the compensation plan is considered the date when the first application was submitted under the plan
 - E.g., if a broker is approved 1/1/2023, but does not submit their first application until 1/15/2023, the date of "last change" is 1/15/2023. If the broker subsequently request to make a compensation plan change on 4/1/2023, the request would be denied as not having met the 90-day requirement.
- For existing approved brokers, the last change date is considered the date the plan was approved by Client Administration (submission of applications under the "new" plan is not relevant)
 - E.g., if a new broker submits a plan change request on 1/1/2023 but never submits an application on that plan, the broker cannot come in on 1/15/2023 and request to be reverted back to an old or different plan. The next allowable change period begins 4/1/2023.
- For new brokers, if no loan has ever been originated under the initially approved plan, a change can be made prior to the first submitted application

Note: Upon request Everstream Mortgage will honor compensation changes to be effective on current pipeline loans.

Broker Multi-State Branches. If Broker has branches in more than one state the Broker's compensation may vary from state to state based on additional costs and expenses associated with originating loans at each branch location, however, all of Broker's branches located in the same state will be on the same broker compensation plan with Everstream Mortgage.

Please enter below the Lender-Paid Compensation Plan that you want starting with the above selected period. If you desire a floor and/or ceiling that will restrict your total compensation, please complete item #2.

1) Please enter your compensation margin percentage (between 1.0% and 2.75%) _____

2) If you desire a floor and/or ceiling that will restrict your total compensation, please complete the section below:

Floor:	<input type="checkbox"/> No Floor	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$3,000
Ceiling:	<input type="checkbox"/> No Ceiling	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$15,000

Authorized Signature

Print Name

Date

EVERSTREAM MORTGAGE COMPLIANCE ATTESTATION FORM

On behalf of _____ (the "Company"),
I certify that the Company has implemented an Anti-Money Laundering Program compliant with FinCEN's Anti-Money Laundering Program and Suspicious Activity Report Filing Requirements for residential mortgage lenders and originators and that said program contains:

- Policies, procedures and internal controls, based upon an assessment of money laundering and terrorist financing risks associated with the mortgage broker's/correspondent lender's products and services that will reasonably prevent, detect and report potential money laundering and other suspicious activity.
- Appointment of an AML Compliance Officer to administer the policy who is knowledgeable with Anti-Money Laundering and Suspicious Activity Report requirements
- A requirement for educating and training appropriate staff, either internally or by a third-party
- Independent testing, either by a third-party or internally, but not by the AML Compliance Officer, to monitor and maintain an adequate program
- A requirement to report suspicious activity to FinCEN within 30 days of discovery

In addition, all appropriate employees of the Company have received AML-SAR training.

Furthermore, I have reviewed Everstream Mortgage's Fair Lending Policy statement, a copy of which was provided as part of our application package or recertification, and acknowledge that the Company is committed to the practices of fair lending.

By signing below, I declare that I am authorized to execute this attestation on behalf of the Company and that the above is true and accurate to the best of my knowledge.

Signature

Date

Name (Printed)

EVERSTREAM MORTGAGE

LOAN FRAUD ZERO TOLERANCE

All approved Wholesale Loan Brokers and Correspondents must be aware that the licensed real estate broker, mortgage lender, mortgage banker or loan broker (collectively, the "TPO") bears the responsibility for all actions of the TPO's employees or licensees. The TPO is responsible for the content and quality of each application taken and each loan submitted to Everstream Mortgage.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!

Types of Loan Fraud

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by TPO/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate.
 - A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
 - B. Allowing applicant or interested third party to "assist with the processing of the loan."
6. TPO's non-disclosure of relevant information.

Impact of Loan Fraud

The effects of "Loan Fraud" are costly to all parties involved. Everstream Mortgage stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by Everstream Mortgage. Fraudulent loans damage our reputation with our investors and mortgage insurance providers.

The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of a few of the potential consequences that may be incurred:

Consequences to TPO

1. Criminal prosecution.
2. Loss of TPO's license.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and the State Licensing Agencies.
4. Civil action by Everstream Mortgage.
5. Civil action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with Everstream Mortgage.

I have read the foregoing and understand Everstream Mortgage's position on "Loan Fraud".

COMPANY NAME

SIGNATURE OF "BROKER OF RECORD"

SIGNATURE OF PRINCIPAL OFFICER

COMPANY NMLS NUMBER

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.