

DEPARTMENT OF REGULATORY AGENCIES

Division of Insurance

3 CCR 702-8

CONCERNING TITLE INSURANCE

Proposed New Regulation 8-1-2

TITLE INSURANCE CONSUMER PROTECTION

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Section 1 Authority

This regulation is promulgated and adopted by the Commissioner of Insurance under the authority of §§ 10-1-108(7), 10-1-109, 10-3-131, and 10-3-1110, C.R.S.

Section 2 Scope and Purpose

The purpose of this regulation is to ensure that consumers receive the benefits of competition in the area of title insurance and to ensure consumer protection.

Section 3 Applicability

This regulation governs title entities and does not extend the regulatory authority of the Colorado Division of Insurance ("Division") to any person other than title entities or persons transacting the business of title insurance.

Section 4 Definitions

- A. "Application for title insurance" means, for the purposes of this regulation, receipt by a licensed title entity of an order for a title insurance commitment or other title insurance products that contain information about all parties and details concerning a title insurance transaction.
- B. "Available for immediate withdrawal as a matter of right" has the same meaning as found at § 38-35-125(1)(c), C.R.S.
- C. "Business of title insurance" has the same meaning as found at § 10-11-102(3), C.R.S.
- D. "Closing agent" means, for the purposes of this regulation, any and all persons employed or contracted to perform closing and settlement services on behalf of a title entity.
- E. "Closing instructions" or "written instructions" mean, for the purposes of this regulation, a document, signed by one (1) or more parties to a title insurance transaction, which purports to direct a title entity in the completion of settlement services.
- F. "Commitment" or "title commitment" mean, for the purposes of this regulation, a report furnished in connection with an application for title insurance, which is a statement of the requirements, terms, and conditions upon which the title insurance company is willing to insure an interest in a subject property.
- G. "Division" means, for the purposes of this regulation, the Colorado Division of Insurance.
- H. "Error rate" means, for the purposes of this regulation, the percentage of applicable files reviewed during a market conduct action that contained one (1) or more exceptions or violations of the applicable statute or regulation.
- I. "Financial institution" has the same meaning as found at § 38-35-125, C.R.S.
- J. "Generic exceptions" means, for the purposes of this regulation, broad exceptions on a commitment or policy of title insurance that do not refer to a specific document or recording information and are not standard or preprinted exceptions or a specific exception.
- K. "Person" has the same meaning as found at § 10-2-103(8), C.R.S.
- L. "Rate", for the purposes of this regulation, means expenses as defined in § 10-4-402(1.5), C.R.S., together with the pure premium rate as defined in § 10-4-402(2.4), C.R.S. and includes production expenses and commissions in accordance with § 10-4-403, C.R.S.
- M. "Settlement producer" has the same meaning as found at § 10-11-102(6.5), C.R.S., and does not include insurance producers as defined in § 10-2-103(6), C.R.S.
- N. "Settlement services" has the same meaning as found at § 10-11-102(6.7), C.R.S.
- O. "Specific exception" means, for the purposes of this regulation, exceptions that are known impairments for the subject property but the impairment does not appear in a reasonable search and examination of the property records for the property being insured.
- P. "Standard or preprinted exceptions" means, for the purposes of this regulation, those exceptions on title commitments and policies dealing with parties in possession, survey matters, mechanic's liens, unpatented mining claims, patented or unpatented mineral reservations, water rights, mineral rights, mineral leases, mineral grants, taxes, and rights or encumbrances.
- Q. "Systemic error" means, for the purposes of this regulation, an exception or violation that is not determined using an error rate because it is inherent in the system or process of the title entity.
- R. "TBD commitment" means, for the purposes of this regulation, a report, in the form of a commitment, furnished prior to receipt of an application for title insurance, in which the buyer, sales amount, and loan amount, among other possible details, are not yet known.
- S. "Title entity" means, for the purposes of this regulation, title insurance agents, title insurance agencies and title

insurance companies, unless otherwise stated in the regulation.

- T. "Title insurance agency" means, for the purposes of this regulation, a corporation, partnership, association, or foreign or domestic entity as defined in § 7-90-102, C.R.S., or other legal entity that transacts the business of title insurance.
- U. "Title insurance agent" has the same meaning as found at § 10-11-102(9), C.R.S.
- V. "Title insurance company" has the same meaning as found at § 10-11-102(10), C.R.S.

Section 5 Rules Regarding Consumer Protections

- A. In order to comply with the requirements of § 10-11-106, C.R.S., no title entity shall issue a commitment for title insurance without first performing, or causing to be performed, a reasonable search and examination of the property records for the property to be insured. A search and examination shall be considered reasonable if it conforms to written standards and practices as determined by the title insurance company that is insuring the transaction. Nothing contained herein shall permit a title insurance company to create written standards and practices that do not comply with sound underwriting principles. Nothing contained herein shall prohibit title insurance companies from developing separate search and examination standards for different types of transactions or geographical areas.
- B. Every title entity shall ensure that the title commitment, as may be amended or modified, fully discloses to all recipients the impairments of record concerning the property to be insured, the extent of coverage proposed, all proposed title exceptions, and, in a clear and conspicuous manner, shall show whether the title commitment does or does not commit to insure over or delete those exceptions to the title specified therein, consistent with § 10-11-106, C.R.S.
- C. Every title entity shall ensure that the title commitment, as may be amended or modified, fully discloses the record vested owner as shown by the applicable county real estate records as of the effective date shown on the commitment. If a circumstance exists which requires a person other than the vested owner to be shown, the title entity shall disclose, in a clear and conspicuous manner, the reason(s) for the deviation from the available county real estate records.
- D. Every title entity shall ensure that, except for standard or preprinted exceptions, all proposed title exceptions on a title commitment for the issuance of an owner's policy of title insurance make reference to the recording information of the document to be excepted from coverage.
- E. If a title entity has conducted a reasonable examination of title and was unable to find recorded information for a known impairment, the title entity may make use of a specific exception if the title entity uses all other identifiable information, such as marks on a document, names of parties, case numbers, etc., that clearly identifies and makes readily available to the consumer the instrument or information referenced in the specific exception. Nothing in this subsection may be construed to allow a title entity to avoid the requirement of conducting a reasonable examination of title.
- F. Whenever a title entity provides the closing and settlement service that is in conjunction with the issuance of an owner's policy of title insurance, it shall update the title commitment from the date of issuance to be as reasonably close to the time of closing as permitted by the real estate records. Such update shall include all impairments of record at the time of closing or as close thereto as permitted by the real estate records. The title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all undisclosed matters that appear of record prior to the time of closing.
- G. As soon as reasonably practical prior to closing, every title entity shall notify in writing every prospective insured under an owner's title commitment the circumstances under which the title insurance company is responsible for all matters which appear of record prior to the time of recording (commonly referred to as "Gap Coverage"). This notice shall be clear and conspicuous, reasonably understandable, and designed to call attention to its nature and significance.
- H. Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

- I. If a title entity undertakes to insure any person or entity against the possible adverse effect of any recorded lien, recorded encumbrance or other recorded interest, in accordance with § 10-11-106, C.R.S., and any other applicable law, it shall:
 1. Delete such recorded lien, recorded encumbrance or other recorded interest from the schedule of exceptions in its title commitment and have on hand funds, securities, a bonded obligation, or letter of credit payable to the order of said title entity, adequate to discharge such lien, encumbrance or other interest in the event said lien, encumbrance or other interest is perfected to the detriment or possible detriment of the person or entity insured, or any successor in interest to such person or entity;
 2. Insure over and reflect such recorded lien, recorded encumbrance or other recorded interest in the schedule of exceptions in its title commitment, and receive an appropriate indemnity from the responsible party; or
 3. Insure over the defect in accordance with the title entity's sound underwriting practices and guidelines; and
 4. Not raise as a defense to any claim based on, or arising out of, the deletion or insurance over such defect or exception that the insured assumed, agreed to, or had knowledge of the said defect or exception.

- J. All title entities shall comply with the "good funds law" contained in § 38-35-125, C.R.S. In particular, no title entity that provides closing and settlement services for any real estate transaction shall disburse funds as a part of such services until the funds to be disbursed have been received and are either: available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited; or available for immediate withdrawal as a consequence of the agreement of the financial institution in which the funds are to be deposited or the financial institution upon which the funds are drawn. Any such agreement shall be made with or for the benefit of the person or entity providing closing and settlement services for a real estate transaction.
 1. Notwithstanding the provisions of this Section 5.J., the entity providing closing and settlement services may advance funds, not to exceed five hundred dollars, on behalf of interested parties for the transaction to pay incidental fees for such items as tax certificates and recording costs or to cover minor changes in the closing adjustments.
 2. A title entity may satisfy the requirements of this Section 5.J. by use of the Good Funds Agreement appended as Appendix A, without substantial amendment or modification. This is the only agreement approved by the Division for such purpose.
 3. Nothing in this Section 5.J. shall be deemed to prohibit the recording of documents before such funds are available provided all necessary parties to the transaction consent in writing thereto.
 4. The requirements of Section 5.J. above may be waived by the seller in the real estate transaction if:
 - a. It is specified as part of written closing instructions in advance of closing that the seller waives the requirements set forth in Section 5.J. above and that the person or entity conducting the closing, unless such person or entity is the seller, is not to handle the receipt and disbursement of funds as part of the closing; and
 - b. Any holder of a lien encumbering the property up to the time of closing agrees, in writing, to such waiver and further agrees, in writing, to release such lien immediately upon receipt of a check from the closing drawn in the amount of the outstanding indebtedness secured by such lien. Such an agreement shall obligate the lien holder to release such lien regardless of whether the payoff check received has been or will be honored.
 5. Any seller who so requests as part of written closing instructions in advance of closing, shall be entitled to receive the proceeds of closing in a cashier's check or in funds electronically transferred to an account specified by the seller.

- K. No title entity shall provide closing and settlement services without receiving written instructions from all necessary parties. All amendments to existing written instructions must be in writing.

- L. Every title entity shall be responsible for properly conducting each closing or settlement service and recording such documents as it is directed in writing to record in conjunction therewith, for each transaction for which such title entity

charges and collects a fee.

1. All documents must be submitted for recording within seven (7) calendar days of:
 - a. Receipt of the document to be recorded; or
 - b. The disbursement date of the transaction.
2. In the event incorrect or incomplete documents are received, the title entity shall have seven (7) calendar days, from receipt of the corrected or complete documents, to submit the documents for recording.
3. A title entity shall be deemed in compliance if they submit the recording to a third party electronic recording vendor or the county recorder's office.

M. Every title entity shall notify in writing, at the time of delivery of the title commitment, every prospective insured in an owner's title commitment for a single family residence (including a condominium or townhouse unit) of that title entity's general requirements for the deletion of an exception or exclusion to coverage relating to unfiled mechanic's or materialman's liens, except when said coverage or insurance is extended to the insured under the terms of the policy. This notice shall be clear and conspicuous, reasonably understandable, and designed to call attention to its nature and significance. Notwithstanding the foregoing, nothing contained in this Section 5.M. shall be deemed to impose any requirement upon any title insurance company to provide mechanic's or materialman's lien coverage.

N. Every title entity shall issue and deliver to the insured, the title insurance policy within ninety (90) calendar days of:

1. The effective date of the policy if the title entity is providing closing and settlement services for the transaction; or
2. The satisfaction of the terms, conditions and requirements of the title commitment if the title entity is not providing closing and settlement services for the transaction.
3. The title entity is not responsible for compliance with this subsection if the title entity has not received payment for the title insurance premium.

O. Every title entity is responsible for:

1. Ensuring that rates charged to insureds for the title entity's products by the following persons are the same as the rates that the title entity has filed with the Division:
 - a. The title entity's employees; and
 - b. Title insurance agents with whom the title entity has an employment relationship, a contract, or an agency agreement.
2. Pursuant to § 10-3-131, C.R.S., when the following persons are acting on the title entity's behalf, any unfair method of competition or any unfair or deceptive act or practice, when the title entity knew or should have known about the unfair method of competition or unfair or deceptive act or practice:
 - a. The title entity's employees; and
 - b. Title insurance agents with whom the title entity has an employment relationship, a contract, or an agency agreement.
3. In all other areas, exercising reasonable efforts to ensure that the acts of its employees and other authorized agents, including closing agents and title insurance agencies, which are performed within the scope of the person's employment, contract, agency agreement, or closing protection letter, comply with all laws and regulations concerning the business of title insurance.
 - a. For the purposes of market conduct actions involving a title insurance company conducted pursuant to Part 2 of Article 1 of Title 10 C.R.S., with the exception of systemic errors, the Division will consider an error rate of 7% or higher for claims and an error rate of 10% or higher for other issues, by employees

and agents of the title insurance company performed within the scope of the person's employment, contract, agency agreement, or closing protection letter, to be a reportable exception that the title insurance company failed to conduct reasonable efforts to ensure its employees and agents complied with the laws and/or regulations at issue in the market conduct action.

- b. For the purposes of market conduct actions involving a title insurance agent or agencies conducted pursuant to Part 2 of Article 1 of Title 10, C.R.S., with the exception of systemic errors, the Division will consider an error rate of 7% or higher for claims and an error rate of 10% or higher for other issues to be a reportable exception.

P. Every title entity shall maintain adequate documentation and records sufficient to show its compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Section 6 Severability

If any provision of this regulation or the application of it to any person or circumstance is for any reason held to be invalid, the remainder of this regulation shall not be affected.

Section 7 Enforcement

Noncompliance with this regulation may result in the imposition of any of the sanctions made available in the Colorado statutes pertaining to the business of insurance, or other laws, which include the imposition of civil penalties, issuance of cease and desist orders, and/or suspensions or revocation of license, subject to the requirements of due process.

Section 8 Effective Date

This regulation shall become effective on October 1, 2015.

Section 9 History

New regulation effective October 1, 2015.

Appendix A

GOOD FUNDS AGREEMENT

THIS GOOD FUNDS AGREEMENT ("Agreement") is entered into as of this ____ day of _____, by and among _____ ("Mortgage Lender"), _____ ("Closing Agent"), _____ ("Bank") and _____ ("Warehouse Lender").

RECITALS

A. Colorado Revised Statutes Section 38-35-125 (the "Statute") establishes certain requirements for the collection and availability of funds which must be satisfied to enable a provider of closing and settlement services for real estate transactions to disburse such funds;

B. The Mortgage Lender is presently engaged in the making of one or more loans ("Loan or Loans") to individuals or entities ("Borrowers") or purchasing Loans made by other lenders. The Loans to which this Agreement pertains shall in every case be evidenced by a promissory note ("Note") executed by the pertinent Borrower and secured by a priority mortgage or deed of trust ("Mortgage") on real property improved by a 1-4 family residence.

C. The Bank is a "financial institution", as defined in the Statute.

D. The Bank/Warehouse Lender has extended a credit facility to the Mortgage Lender, pursuant to which the Bank/Warehouse Lender has agreed, upon certain terms and conditions, to advance funds (an "Advance") to the Mortgage Lender for the purpose of enabling the Mortgage Lender to make Loans. Each Advance by the Bank/Warehouse Lender shall be secured by the Note and Mortgage executed in connection with the Loan for which the Advance is made. The term "Bank/Warehouse Lender" shall mean (i) the Bank if no separate warehouse lender is a party or (ii) the Warehouse Lender if, the warehouse lender is not the Bank.

E. In order to comply with the Statute, the parties wish to agree upon an arrangement whereby the Closing Agent may, immediately upon the closing of Loans, disburse funds delivered to it in connection with such closings.

F. The Bank may issue Reservation Numbers (as defined below) for Loans to be funded by the Mortgage Lender's check drawn upon the Bank or its affiliated bank, _____ account # _____ ("Good Funds Account") and the Bank is willing to agree with the Lender and the Closing Agent that it will fund checks drawn upon the Good Funds Account ("Good Funds Check") for the funding of Loans and the Closing Agent may disburse the funds immediately upon the closing of Loans, upon the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated and made a part of this Agreement.

2. Responsibilities of Mortgage Lender. The Mortgage Lender shall, prior to the closing of a Loan, prepare and deliver to the Closing Agent all necessary Loan documents including, without limitation, a HUD-1 loan settlement statement. Alternatively, if the Closing Agent or any third party prepares the Loan documents, the Mortgage Lender shall review and approve the Loan documents.

3. Responsibilities of the Closing Agent. The Closing Agent shall be responsible to do the following, at or prior to the closing of each Loan:

(a) During the Bank's normal business hours, on or before the day of disbursement of funds, the Closing Agent shall obtain from the Bank or its designee by telephone as specified on the signature page, a reservation number which has been issued by the Bank for the Good Funds Check (the "Reservation Number").

(b) The Closing Agent shall verify that the amount of the check delivered to it by the Mortgage Lender and drawn on the Bank does not exceed the face amount of the Loan less all discount points charged in connection with the Loan, as set forth on the HUD-1 settlement statement.

(c) The Closing Agent shall make disbursements in accordance with the HUD-1 settlement statement and do all other things and obtain all other documents that it deems necessary in order to comply with the Mortgage Lender's closing instructions that are applicable to the Loan and issue a mortgagee's policy of title insurance in favor of the Mortgage Lender, insuring that the Mortgage is a _____ lien on real property improved by a 1-4 family residence as described therein. The duties of the Closing Agent hereunder shall not include the preparation of legal documents. The Closing Agent shall in each case forward the original Mortgage to the proper governmental authority for recording. The Note and all other Loan documents shall be delivered to the Mortgage Lender within two (2) business days after disbursement of funds, unless the Closing Agent is requested and agrees to forward the Loan package to the Bank/Warehouse Lender or its designee as specified on the signature page. For the purposes of perfecting the Bank's/Warehouse Lender's security interest therein pursuant to § 4-9-313(c), C.R.S., the Closing Agent shall be the bailee of the Bank/Warehouse Lender and agrees to hold possession of the Note and all other Loan documents for the benefit of the Bank/Warehouse Lender until the Closing Agent delivers the Loan documents to the Mortgage Lender or the Bank/Warehouse Lender.

(d) In the event Loan proceeds are not disbursed within two (2) business days after issuance of a Reservation Number, the Closing Agent shall so notify the Mortgage Lender and return the check to the Mortgage Lender.

4. Bank's Agreement to Honor Checks. The Bank shall have no obligation under this Agreement or otherwise to issue a Reservation Number for any check drawn on the Good Funds Account. However, if (1) the Bank does issue a Reservation Number, (2) the Bank has given a Reservation Number to the Closing Agent, and (3) the Closing Agent closes a Loan and disburses funds, then issuance of the Reservation Number shall constitute the warranty by, and unconditional agreement between the Bank and the Closing Agent that:

(a) The Bank shall honor and pay the Good Funds Check upon presentment without reference to amounts on deposit in any account;

(b) Issuance of the Reservation Number constitutes an acceptance or certification of the Good Funds Check by the Bank, pursuant to § 4-3-409, C.R.S.;

(c) The Good Funds Check shall be deemed, with respect to the ability of the Bank to stop payment, to be the equivalent of a cashier's check issued by the Bank;

(d) Funds represented by the Good Funds Check are not subject to offset by the Bank; and

(e) The Bank shall not honor any stop-payment order or direction from the Mortgage Lender with respect to the Good Funds Check.

Mortgage Lender agrees to pay, and indemnify Closing Agent for, all losses sustained as a result of a dishonor of a Good Funds Check that the Bank is obligated to honor as set out in this paragraph 4. Notwithstanding any other provision of this Agreement, nothing in this Agreement is intended to alter the normal check collection and clearance time periods for a Good Funds Check.

5. Insured Closing Letter. For the duration of this Agreement, the Closing Agent shall obtain and cause to remain in effect insured closing letters from the Title Insurance Company in form and content acceptable to the Bank/Warehouse Lender (the "Insured Closing Letters"). The Insured Closing Letters shall be addressed to the Bank/Warehouse Lender and to the Mortgage Lender and shall not be cancelable except with ten (10) days prior written notice to the Bank/Warehouse Lender and the Mortgage Lender. A copy of the Insured Closing Letter shall be delivered by the Mortgage Lender to the Bank/Warehouse Lender prior to any request for confirmation pursuant to paragraph 3 (a) hereof.

6. Termination. This Agreement shall apply to all Loans of the Mortgage Lender which are now or hereafter closed by the Closing Agent for which a Reservation Number is requested and given, prior to termination of this Agreement. This Agreement may be terminated by any party hereto, immediately upon the giving of written notice to all other parties. The rights and obligations of the parties with respect to all Good Funds Checks for which a Reservation Number has been issued by the Bank prior to termination of this Agreement shall survive any such termination.

7. Notices. All notices which are required or may be given in connection with this Agreement shall be effective upon the earlier of receipt or three (3) days after the same are sent by certified mail, return receipt requested, with postage prepaid, to the addresses contained on the signature page.

8. Miscellaneous:

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(b) Nothing in this Agreement shall be deemed to supersede or modify the rights and obligations of the Mortgage Lender and the Bank/Warehouse Lender vis-à-vis each other under any loan agreement or other documents that may currently be in place with respect to the Bank's/Warehouse Lender's credit facility with the Mortgage Lender ("Other Agreement or Documents"), and the Bank/Warehouse Lender shall be entitled to exercise all rights and remedies granted in any such Other Agreements or Documents, as specified therein except that the Bank's agreement to honor a Good Funds Check under

paragraph 4 shall not be altered or impaired by such Other Agreement or Documents.

(c) This Agreement may not be assigned by the Closing Agent or Mortgage Lender without the prior written consent of the Bank and the Warehouse Lender, if any. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Bank and the Warehouse Lender, if any, and upon any permitted successors and assigns of the Closing Agent or the Mortgage Lender.

(d) This Agreement may be amended or modified only by a written instrument executed by the parties hereto and only as permitted by Division of Insurance Regulation 3-5-1.

(e) No right or interest under this Agreement shall be waived except by written instrument executed by the party against whom such waiver is sought. Any waiver of any particular default or failure to perform hereunder or of any provision hereof shall not constitute a waiver of any other default or failure to perform hereunder or of the same default arising again in the future.

(f) In the event of any litigation or arbitration hereunder, the prevailing party shall be entitled to recover its attorneys fees and costs in addition to the award granted by the court or arbitrator.

(g) The rights and remedies of each party under this Agreement shall be cumulative, both as to other rights or remedies under this Agreement and as to rights and remedies otherwise provided or available under other agreements or at law, by statute or in equity. The exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy

(h) No Closing Agent, Mortgage Lender, or Bank/Warehouse Lender shall be required to enter into this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Good Funds Agreement as of the date first above written.

Bank:	Closing Agent:
By	By
Name:	Name:
Title:	Title:
Address:	Address:
Telephone No.:	Telephone No.:
FAX No.:	FAX No.:
E-mail:	E-mail:
Attention:	Attention:

WAREHOUSE LENDER: _____ MORTGAGE LENDER: _____

Bank:	Closing Agent:
By	By

Name:	Name:
Title:	Title:
Address:	Address:
Telephone No.:	Telephone No.:
FAX No.:	FAX No.:
E-mail:	E-mail:
Attention:	Attention:

FOR RESERVATION NUMBERS pursuant to paragraph 3(a) contact:

Name: _____

Address: _____

Address: _____

Telephone No.: _____

E-mail: _____

Bank Authorization: _____

Name & Title

FOR LOAN DOCUMENT DELIVERY pursuant to paragraph 3(c) deliver to:

Name: _____

Address: _____

Address: _____

Telephone No.: _____

E-mail: _____

Bank Authorization: _____

Name & Title

***** END DOCUMENT *****