



**\*\*\*\*\*ATTENTION\*\*\*\*\***

Canyon Title Company has new wiring instructions. You will find these new instructions in this document.

Please remember that wire fraud is on the rise! In order to protect yourself, please call Canyon Title Company to verify these instructions before transmitting a wire.



**Property:** Beacon Point  
Aurora, CO 80014  
**Parcel ID:** 2071-20-4-23-180

**File No:** CT160500

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**Revision Information:**

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**Escrow and Closing Officer:**  
Jennifer Reynolds  
Ph. (720) 838-2169 / Fx. (303) 831-7585  
JReynolds@CanyonTitle.com

**Title Officer:**  
Sue Swanson  
Ph. (720) 838-2181 / Fx. (303)831-7585  
Sue@CanyonTitle.com

**Escrow Associate:**  
Jennifer Reynolds  
Ph. (303) 831-7575 / Fx. (303) 831-7585  
JReynolds@CanyonTitle.com

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**Seller(s):**  
Cherry Creek School District No. 5  
4700 So. Yosemite Street  
Greenwood Village, CO 80111

**Buyer(s):**  
Billiken Investors LLC, a Colorado limited liability  
company  
2993 So. Peoria Street, Ste. 105  
Denver, CO 80014

**Lender:**

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## COMMITMENT FOR TITLE INSURANCE

**North American Title Insurance Company**, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

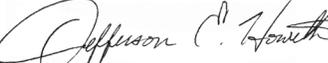
All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

### NORTH AMERICAN TITLE INSURANCE COMPANY

BY   
Emilio Fernandez, **PRESIDENT**

ATTEST   
Jefferson E. Howeth, **SECRETARY**



# Commitment for Title Insurance

## CONDITIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the Proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

*Issued by:*



1855 Gateway Boulevard, Suite 600  
Concord, CA 94520

Or call us at:

Western States: 800-869-3434 Eastern States: 800-374-8475

[www.natic.com](http://www.natic.com)

**American Land Title Association Title Commitment**

**North American  
Title Insurance  
Company  
(NATIC)**

**SCHEDULE A**

Date Issued: January 13, 2020  
File No: CT160500

1. Effective date: March 17, 2020, at 7:45 a.m.
2. Policy or policies to be issued: Premium/Cost:
  - A. ALTA 2006 Standard Owner's Policy, Amount: **\$1,600,000.00** \$3,676.00  
Proposed Insured: **Billiken Investors LLC, a Colorado limited liability company**
  - B. ALTA 2006 Standard Lender's Policy, Amount: \$0.00  
Proposed Insured: , ISAOA, ATIMA
  - C. ALTA 2006 Standard Lender's Policy, Amount: \$  
Proposed Insured: , ISAOA, ATIMA

Tax Certificate

Endorsement Fee Total:		\$615.00
Insurance Endorsements:		
110.1 (O) - Deletion of Item From Policy (1-4)	\$65.00	
Arbitration Waiver (O)	\$0.00	
100.31 (O) - NATIC (PP \$1Mil and up)	\$550.00	

3. The estate or interest in the land described or referred to in this Commitment and covered herein is FEE SIMPLE and title thereto is at the effective date hereof vested in:

**Cherry Creek School District No. 5**

4. The land referred to in this Commitment is situated in the County of **Arapahoe**, State of Colorado and is described as follows:

**See attached Exhibit "A"**

Countersigned in Denver, Colorado:



Canyon Title Company, LLC, Agent No. 461  
1127 Auraria Parkway, Suite 101, Denver, CO 80204  
Phone: 303-831-7575 Fax: 303-831-7585

THIS COMMITMENT IS SUBJECT TO STATEMENT OF TERMS, CONDITIONS, AND STIPULATIONS ATTACHED HERETO.

## EXHIBIT "A"

The land referred to in this Commitment is situated in the County of **Arapahoe**, State of Colorado and is described as follows:

**Tract C, Block 1, BEACON POINT SUBDIVISION FILING NO. 4, Except that part described as follows:**

**Beginning at the Southwest corner of said Tract C, Beacon Point Subdivision Filing No. 4, said point also being the Southeast corner of Lot 25, Block 2, Beacon Point Subdivision Filing No. 6, per the plat recorded February 3, 2014 at Reception No. D4008394 in said office of the Clerk and Recorder; thence along the Westerly line of said Tract C, and the Easterly line of said Lot 25, Block 2, Beacon Point Subdivision Filing No. 6, the following three (3) courses:**

- (1) North 00°12'58" East, 178.69 feet to the centerline of South Newbern Street, said point being 16.69 feet North, along the centerline, of the end of a curve concave Northwesterly between East Calhoun Place and South Newbern Street;**
- (2) Departing said centerline, South 89°47'00" East, 32.00 feet to the East right-of-way of South Newbern Street (64.00 foot R.O.W.);**
- (3) Along said Easterly right-of-way, North 00°13'00" East, 17.94 feet to the beginning of a non-tangent curve concave Easterly, having a radius of 35.00 feet, from which a radial line bears South 89°47'00" East:**

**Thence Southerly along said non-tangent curve through a central angle of 18°42'42", an arc length of 11.43 feet to the beginning of a reverse curve concave Westerly, having a radius of 70.70 feet; thence Southerly along said reverse curve through a central of 60°00'40", an arc length of 74.05 feet to a line parallel with and distant 20.00 feet Easterly from the Westerly line of said Tract C, Beacon Point Subdivision Filing No. 6; thence along said parallel line, South 00°12'58" West, 116.06 feet to the Southerly line of said Tract C; thence along said Southerly line, North 89°47'00" West, 20.00 feet to the Point of Beginning, County of Arapahoe, State of Colorado.**

Property address (for information only):

Parcel ID/Schedule No:

Tract C, Block 1, Beacon Point Sub Flg 4  
Aurora, CO 80014

2071-20-4-23-180 035124657

**REQUIREMENTS**

**Schedule B – Section 1**

**File No. CT160500**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
6. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, C.R.S. §10-11-122).
7. Receipt by the company of the appropriate owner's affidavits as to new construction and indemnifying against unfiled mechanic's and materialmen's liens.
8. Item Intentionally Deleted.
9. Item Intentionally Deleted.
10. The Special Warranty Deed or Warranty Deed must be sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2A.

NOTE: C.R.S. §38-35-109(2) requires that a notation of the purchaser's legal address (not necessarily the same as the property address) be included on the face of the Deed to be recorded. C.R.S. §39-14-102(1)(A) requires all conveyance documents subject to the documentary fee submitted to the Clerk and Recorder for recording be accompanied by a Real Property Transfer Declaration signed by the grantor or grantee.

11. Item Intentionally Deleted
12. Item Intentionally Deleted
13. Item Intentionally Deleted
14. This commitment is subject to underwriting approval. The Company reserves the right to make any changes as directed by said underwriter.
15. Record a Statement of Authority for Billiken Investors LLC, a Colorado limited liability company to provide prima facie evidence of the existence of an entity capable of holding property and the name of the person(s) authorized to execute instruments affecting title to real property as authorized by C.R.S. 38-30-172.

**24 MONTH CHAIN OF TITLE:** Below is a list of transfers, if any, recorded within the last 24 months:

None

NOTE: *If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provision of C.R.S. §39-22-604.5 (Non-Resident Withholding – DR-1083).*

Countersigned in Denver, Colorado:

A handwritten signature in black ink, appearing to be 'KTH', written over a horizontal line.

Authorized Agent No. 461

**EXCEPTIONS**

**Schedule B – Section 2**

**File No. CT160500**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

NOTE: Upon completion of the Requirements as stated herein, Exceptions No. 1 through 4 will be omitted from the Policy upon issuance by means of Endorsement 110.1.

5. Taxes and assessments for the current year and subsequent years, a lien, not yet due and payable.

NOTE: At closing in the proposed Policy to be issued, this Exception will be amended to read: "Taxes and assessments for the current year and subsequent years, a lien, but not yet due or payable."

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon conveyed by this Commitment.

NOTE: This Exception will not appear on the proposed Policy to be issued when all Requirements in Schedule B, Section 1 herein have been met and closing and settlement have been performed by Canyon Title.

8. Statutory liens for any existing or future assessments, taxes, fees, or charges on account of the inclusion of the subject property in one or more special districts or municipalities.

NOTE: This Exception will not appear on the proposed Policy to be issued when all Requirements in Schedule B, Section 1 herein have been met and closing and settlement have been performed by Canyon Title.

9. Any existing leases and/or tenancies, and any and all parties claiming by, through or under said lessees.  
NOTE: Upon satisfactory compliance with Requirement No. 7, this Exception will be omitted from the policy upon issuance by means of Endorsement 110.1,
10. Reservation from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States, and the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as contained in United States Patent recorded July 30, 1902 in [Book A72 at Page 141](#), and any and all assignments thereof or interests therein.
11. Terms, agreements, provisions, conditions and obligations of Annexation Agreement recorded January 26, 1987 in [Book 5028 at Page 485](#) and Assignment recorded January 27, 1999 at Reception No. [A9014610](#).
12. Terms of Annexation Ordinance recorded January 26, 1987 in [Book 5028 at Page 604](#).
13. Item Intentionally Deleted
14. Item Intentionally Deleted
15. Item Intentionally Deleted
16. Item Intentionally Deleted
17. Terms and provisions of Ordinance regarding rezoning recorded October 18, 2000 at Reception No. [B0134933](#).
18. Item Intentionally Deleted
19. Any tax, lien, fee or assessment by reason of inclusion in the Beacon Point Metropolitan District as shown in instrument recorded December 10, 2002 at Reception No. [B2235889](#) and Disclosures recorded July 24, 2003 at Reception No. [B33133999](#), July 20, 2004 at Reception No. [B4128526](#), July 20, 2004 at Reception No. [B4128527](#) and October 31, 2005 at Reception No. [B5164191](#) .
20. Item Intentionally Deleted
21. Terms, agreements, provisions, conditions and obligations of Framework Development Plan recorded August 16, 2004 at Reception No. [B4146214](#).
22. Item Intentionally Deleted
23. Item Intentionally Deleted
24. Item Intentionally Deleted
25. Easements, Notes, Terms, Conditions, Provisions, Restrictions, Covenants, Agreements and Obligations, if any, as contained on the plat of Beacon Point Subdivision Filing No. 1 recorded March 9, 2005 at Reception No. [B5033376](#) and Affidavit of Correction recorded July 25, 2005 at Reception No. [B5109231](#).
26. Terms, agreements, provisions, conditions and obligations of Beacon Point Contextual Site Plan Filing No. 1 recorded March 9, 2005 at Reception No. [B5033377](#).
27. Item Intentionally Deleted
28. Terms, agreements, provisions, conditions and obligations of Memorandum of Resolution Concerning the Imposition of District Fees recorded May 10, 2005 at Reception No. [B5067527](#).
29. Terms, agreements, provisions, conditions and obligations of Public Improvement Phasing Agreement recorded June 27, 2005 at Reception No. [B5094156](#).
30. Item Intentionally Deleted

31. Terms, agreements, provisions, conditions and obligations of Memorandum of Resolution Concerning the Imposition of District Fees recorded October 7, 2005 at Reception No. [B5151891](#).
32. Item Intentionally Deleted
33. Easements, Notes, Terms, Conditions, Provisions, Restrictions, Covenants, Agreements and Obligations, if any, as contained on the plat of Beacon Point Subdivision Filing No. 4 recorded July 18, 2006 at Reception No. [B6103889](#).
34. Terms, agreements, provisions, conditions and obligations of Site Plan recorded July 18, 2006 at Reception No. [B6103890](#).
35. Item Intentionally Deleted
36. Item Intentionally Deleted
37. Terms, agreements, provisions, conditions and obligations of Public Service Company of Colorado Easement recorded November 12, 2014 at Reception No. [D4106813](#).
38. Terms, agreements, provisions, conditions and obligations of Drainage, Utility and Access Easement recorded March 4, 2015 at Reception No. [D5021089](#).
39. Item Intentionally Deleted
40. Encroachment of cable television line across the northwesterly portion of subject property as disclosed on ALTA/NSPS Land Title Survey, Job No. 18366, dated December 12, 2018, prepared by Altura Land Consultants.

NOTE: The Company, without doing a mineral search, searched for Request for Notification of Surface Development documents. None was found.

Countersigned in Denver, Colorado:



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Authorized Agent, No. 461

## **DISCLOSURE STATEMENT**

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "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.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**NOTE: Pursuant to CRS 10-11-123, notice is hereby given:**

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.**

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:**

- A. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- B. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and material-men's liens.**
- C. The Company must receive payment of the appropriate premium.**
- D. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to**

**the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

**No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.**

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

NOTE: Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

## **NOTICE OF PRIVACY POLICY**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with an unaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Canyon Title Company, LLC.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- \* Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- \* Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) The mortgage, if any, required under Schedule B - Section 1, Item (b); (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; and (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

Countersigned in Denver, Colorado:



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Authorized Agent, No. 461

## WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, title companies, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

## WHAT CAN I DO TO PROTECT MYSELF?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

- Call, don't email:** *Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card. Canyon Title's main line is 303.831.7575.*
- Be suspicious:** *It's not common for title companies to change wiring instructions and payment info.*
- Confirm it all:** *Ask your bank to confirm not just the account number but also the name on the account before sending a wire.*
- Verify immediately:** *You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money.*
- Forward, don't reply:** *When responding to an email, hit forward instead of reply and then start typing in the person's email address. Criminals use email address that are very similar to the real one for a company. By typing in email addresses you will make it easier to discover if a fraudster is after you.*

### DID YOU KNOW?

**WIRE FRAUD  
COSTS BETWEEN  
\$30 AND \$50  
BILLION PER  
YEAR, AND THE  
AVERAGE LOSS  
IS \$65,000 PER  
INSTANCE.**

**303.831.7575**  
www.CanyonTitle.com

\*Information provided by the American Land Title Association.



1127 Auraria Parkway, Suite 101  
Denver, Colorado 80204  
Phone: (303) 831-7575 Fax: (303) 831-7585

## **Wiring Instructions**

BANK:	<b>Fortis Private Bank 1550 17th Street #100 Denver, CO 80202</b>
ABA Routing Number:	<b>107006428</b>
Beneficiary Account Name:	Canyon Title Company, LLC 1127 Auraria Parkway, Suite 101 Denver, Colorado 80204
Beneficiary Account Number:	<b>410018334</b>

**We receive a high volume of incoming wires, it is critical that you reference the following information:**

Borrower(s):	<b>Billiken Investors LLC, a Colorado limited liability company</b>
Property:	<b>Tract C, Block 1, Beacon Point Sub Flg 4, Aurora, CO 80014</b>
Escrow Number:	<b>CT160500</b>

Robert J Lindley III  
President

**\*\*\* BEWARE OF CYBER-FRAUD: Cyber fraud is on the rise. These Wiring Instructions are the only instructions you will receive from Canyon Title. If you receive any conflicting instructions, please contact Canyon Title or your Realtor immediately.\*\*\***



FACTS	WHAT DOES CANYON TITLE COMPANY, LLC DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and</li> <li>■ Account Numbers and information</li> <li>■ Personal identifying information</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Canyon Title Company chooses to share; and whether you can limit this sharing

Reasons we can share your personal information	Does Canyon Title Company Share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	No	No
<b>For joint marketing with other financial companies</b>	No	No
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes-</b> information about your creditworthiness	No	No
<b>For our affiliates to market to you</b>	No	No
<b>For nonaffiliates to market to you</b>	No	No

What We Do	
<b>How does Canyon Title Company protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Canyon Title Company collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ Open a new escrow or title order, or</li> <li>■ Provide loan payoff information, or</li> <li>■ Provide documentation for identification reasons</li> </ul> We also collect personal information from others, such as your lenders, bank and other companies and representatives
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Questions?	Call 303-831-7575 or go to <a href="http://www.canyontitle.com">www.canyontitle.com</a>
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<b>FACTS</b>	<b>WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>Social Security number and income</li> <li>transaction history and payment history</li> <li>purchase history and account balances</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does NATG share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 1 (888) 444-7766, extension 6585
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**Who we are****Who is providing this notice?**

The North American Title Group, Inc. Family of Companies (identified below), such as home owners insurance and home mortgage companies.

**What we do****How does NATG protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does NATG collect my personal information?**

We collect your personal information, for example, when you

- apply for financing or provide employment information
- provide account information or show your government issued ID
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

*Our affiliates include the companies listed below.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

*Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our or their own behalf, consumer reporting agencies, and others.*

*NATG does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

*NATG doesn't jointly market.*

**Our Affiliates.** The North American Title Group, Inc. Family of Companies is:

North American Title Company  
 North American Title Insurance Company  
 North American Title Alliance, LLC  
 North American Title Florida Alliance, LLC  
 North American Services, LLC  
 North American Title Agency

North American Abstract Agency  
 NASSA, LLC  
 North American Title, LLC  
 North American Advantage Insurance Services, LLC  
 North American National Title Solutions, LLC  
 North American Exchange Company