



*First American Title*

## Commitment for Title Insurance

ISSUED BY

**First Arizona Title Agency, LLC**

# Commitment

**FIRST AMERICAN TITLE INSURANCE COMPANY**, ("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, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

### *First American Title Insurance Company*

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**Issued by:**



**FIRST ARIZONA**  
TITLE AGENCY

6263 North Scottsdale Road, Suite 190  
Scottsdale, AZ 85250

(This Commitment is valid only when Schedules A and B are attached)

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## 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/>>.*



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# Commitment for Title Insurance

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**First Arizona Title Agency, LLC**

## Schedule A

File No.: 11-187468

1. Effective Date: April 23, 2020 @ 8:00 AM

2. Policy or Policies to be issued: AMOUNT

- a.  ALTA Standard Owner's Policy \$1,400,000.00
- ALTA Extended Owner's Policy
- ALTA Residential Plain Language Owner's Policy
- ALTA Homeowner's Policy of Title Insurance

Proposed Insured: Hawkins Companies LLC, a Idaho limited liability company and MRH CSOK LLC, a Idaho limited liability company and RDM CSOK LLC, a Idaho limited liability company

- b.  ALTA Standard Loan Policy \$0.00
- ALTA Extended Loan Policy
- ALTA Short Form Residential Loan Policy
- ALTA Residential Limited Coverage Jr. Loan Policy

Proposed Insured:

- c.  \$

Proposed Insured:

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
- 4. Title to the estate or interest in the land is at the Effective Date vested in: KCI 114 Investments, LLC, an Arizona limited liability company
- 5. The land referred to in this Commitment is described as follows:  
Legal Description: See Exhibit "A"

First Arizona Title Agency, LLC as Agent for First American Title Insurance Company  
Title Examiner: Terry VanderVlucht 9th Amended 4/27/2020

**Exhibit "A"**

Real property in the City of **SCOTTSDALE**, County of **MARICOPA**, State of **Arizona**, described as follows:

PARCEL NO. 1:

The South 428.10 feet of the North 714.10 feet of the East half of the East half of the Northwest quarter of the Northwest quarter of Section 27, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the West 25 feet thereof; and also

Except therefrom the following described land as described as Parcel A and Parcel B:

Parcel A:

That portion of the East half of the East half of the Northwest quarter of the Northwest quarter of Section 27, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a found brass cap in hand hole, said point being the Northeast corner of the Northwest quarter of the Northwest quarter of Section 27, from which the Northwest corner of said Section 27 bears North 89 degrees 48 minutes 40 seconds West (basis of bearing), a distance of 1319.57 feet;

Thence South 00 degrees 00 minutes 36 seconds East, along the East line of said Northwest quarter of the Northwest quarter of said Section 27, a distance of 286.00 feet to the True Point of Beginning.

Thence continuing South 00 degrees 00 minutes 36 seconds East, a distance of 429.01 feet;

Thence North 09 degrees 51 minutes 36 seconds West, a distance of 228.00 feet to the beginning of a tangent curve, concave to the Northeast, the center of which bears North 80 degrees 08 minutes 24 seconds East, a distance of 811.00 feet;

Thence Northerly, along the arc of said curve, through a central angle of 06 degrees 56 minutes 17 seconds, a distance of 98.21 feet to the beginning of a compound curve, concave to the Northeast, the center of which bears North 86 degrees 31 minutes 01 seconds East, a distance of 2981.15 feet;

Thence Northerly along the arc of said curve, through a central angle of 02 degrees 03 minutes 32 seconds, a distance of 107.13 feet;

Thence South 89 degrees 48 minutes 40 seconds East, along a line parallel with and 286.00 feet South of the North line of said Section 27, a distance of 54.48 feet to the True Point of Beginning.

Parcel B:

That portion of the East half of the East half of the Northwest quarter of the Northwest quarter of Section 27, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a found brass cap in hand hole, said point being the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 27, from which the Northwest corner of said Section 27 bears North 89 degrees 48 minutes 40 seconds West (basis of bearing), a distance of 1319.57 feet (R), 1319.59 feet (M).

Thence South 00 degrees 00 minutes 36 seconds East, along the East line of said Northwest quarter of

the Northwest quarter of Section 27, a distance of 715.01 feet to the True Point of Beginning;

Thence North 89 degrees 48 minutes 40 seconds West (R), North 89 degrees 47 minutes 50 seconds West (M), along a line parallel with and 715.01 feet South of the North line of said Section 27, a distance of 8.12 feet;

Thence North 09 degrees 51 minutes 36 seconds West, a distance of 179.54 (R), North 09 degrees 50 minutes 46 seconds West, a distance of 178.63 feet (M);

Thence South 80 degrees 08 minutes 24 seconds West (R), South 80 degrees 09 minutes 14 seconds West (M), a distance of 12.00 feet;

Thence North 09 degrees 51 minutes 36 seconds West (R), North 09 degrees 50 minutes 46 seconds West (M), a distance of 40.00 feet;

Thence North 80 degrees 08 minutes 24 seconds East (R), North 80 degrees 09 minutes 14 seconds East (M), a distance of 12.00 feet;

Thence North 09 degrees 51 minutes 36 seconds West, a distance of 7.05 feet (R), North 09 degrees 50 minutes 46 seconds West, a distance of 7.04 feet (M), to the beginning of a tangent curve, concave to the Northeast, the center of which bears North 80 degrees 08 minutes 24 seconds East, a distance of 819.00 feet;

Thence Northerly along the arc of said curve, through a central angle of 06 degrees 56 minutes 17 seconds, a distance of 99.17 feet (R), 98.21 feet (M) to the beginning of a compound curve, concave to the Northeast, the center of which bears North 86 degrees 31 minutes 04 seconds East (R), North 86 degrees 31 minutes 54 seconds East (M), a distance of 2987.97 feet;

Thence Northerly along the arc of said curve, through a central angle of 02 degrees 03 minutes 45 seconds, a distance of 107.56 (R), 02 degrees 03 minutes 32 seconds (M), a distance of 107.13 feet (M);

Thence South 89 degrees 48 minutes 40 seconds East (R), South 89 degrees 47 minutes 50 seconds East (M), along a line parallel with and 286.00 feet South of the North line of said Section 27, a distance of 8.00 feet to the beginning of a non-tangent curve, concave to the Northeast, the center of which bears North 88 degrees 34 minutes 33 seconds, a distance of 2981.15 feet;

Thence Southerly along the arc of said curve through a central angle of 02 degrees 03 minutes 32 seconds, a distance of 107.13 feet (R), 02 degrees 03 minutes 45 seconds, a distance of 107.56 feet (M) to the beginning of a compound curve, concave to the Northeast, the center of which bears North 87 degrees 04 minutes 41 seconds East, a distance of 811.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 06 degrees 56 minutes 17 seconds (R&M), a distance of 98.21 feet (R), 99.17 (M);

Thence South 09 degrees 51 minutes 36 seconds East (R), South 09 degrees 50 minutes 46 seconds East (M), a distance of 228.00 feet to the True Point of Beginning.

PARCEL NO. 2:

The North 286 feet of the North 714.10 feet of the East half of the East half of the Northwest quarter of the Northwest quarter of Section 27, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the West 25 feet thereof; and

Except that portion conveyed to the City of Scottsdale in Deed recorded in 88-469357, Official Records, being a portion of the Northwest quarter of the Northwest quarter of Section 27, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Northwest quarter of the Northwest quarter also being the monument line intersection of Shea Boulevard and 114th Street;

Thence Southerly, along the East line of said Northwest quarter of the Northwest quarter and along said monument line of 114th Street to a point on a line lying 65.00 feet South of and parallel with the North line of said Northwest quarter of Section 27, said point being the Point of Beginning;

Thence continue Southerly along said monument line of 114th Street to a point on a line lying 95.00 feet South of and parallel with said North line of the Northwest quarter of Section 27;

Thence Westerly along said line to a point on a line lying 55.00 feet West of and parallel with said East line of the Northwest quarter of the Northwest quarter;

Thence deflecting 45 degrees 00 minutes 00 seconds to the right from previous course, 42.4 feet, more or less, to a point on aforementioned line lying 65.00 feet South of and parallel with said North line of the Northwest quarter of Section 27;

Thence Easterly along said line to the Point of Beginning.

PARCEL NO. 3:

That portion of the East half of the East half of the Northwest quarter of the Northwest quarter of Section 27, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a found brass cap in hand hole, said point being the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 27, from which the Northwest corner of said Section 27 bears North 89 degrees 48 minutes 40 seconds West (basis of bearing), a distance of 1319.57 feet (R), 1319.59 feet (M).

Thence South 00 degrees 00 minutes 36 seconds East, along the East line of said Northwest quarter of the Northwest quarter of Section 27, a distance of 715.01 feet to the True Point of Beginning;

Thence North 89 degrees 48 minutes 40 seconds West (R), North 89 degrees 47 minutes 50 seconds West (M), along a line parallel with and 715.01 feet South of the North line of said Section 27, a distance of 8.12 feet;

Thence North 09 degrees 51 minutes 36 seconds West, a distance of 179.54 (R), North 09 degrees 50 minutes 46 seconds West, a distance of 178.63 feet (M);

Thence South 80 degrees 08 minutes 24 seconds West (R), South 80 degrees 09 minutes 14 seconds West (M), a distance of 12.00 feet;

Thence North 09 degrees 51 minutes 36 seconds West (R), North 09 degrees 50 minutes 46 seconds West (M), a distance of 40.00 feet;

Thence North 80 degrees 08 minutes 24 seconds East (R), North 80 degrees 09 minutes 14 seconds East (M), a distance of 12.00 feet;

Thence North 09 degrees 51 minutes 36 seconds West, a distance of 7.05 feet (R), North 09 degrees 50 minutes 46 seconds West, a distance of 7.04 feet (M), to the beginning of a tangent curve, concave to the Northeast, the center of which bears North 80 degrees 08 minutes 24 seconds East, a distance of 819.00 feet;

Thence Northerly along the arc of said curve, through a central angle of 06 degrees 56 minutes 17 seconds, a distance of 99.17 feet (R), 98.21 feet (M) to the beginning of a compound curve, concave to the Northeast, the center of which bears North 86 degrees 31 minutes 04 seconds East (R), North 86 degrees 31 minutes 54 seconds East (M), a distance of 2987.97 feet;

Thence Northerly along the arc of said curve, through a central angle of 02 degrees 03 minutes 45

seconds, a distance of 107.56 (R), 02 degrees 03 minutes 32 seconds (M), a distance of 107.13 feet (M);

Thence South 89 degrees 48 minutes 40 seconds East (R), South 89 degrees 47 minutes 50 seconds East (M), along a line parallel with and 286.00 feet South of the North line of said Section 27, a distance of 8.00 feet to the beginning of a non-tangent curve, concave to the Northeast, the center of which bears North 88 degrees 34 minutes 33 seconds, a distance of 2981.15 feet;

Thence Southerly along the arc of said curve through a central angle of 02 degrees 03 minutes 32 seconds, a distance of 107.13 feet (R), 02 degrees 03 minutes 45 seconds, a distance of 107.56 feet (M) to the beginning of a compound curve, concave to the Northeast, the center of which bears North 87 degrees 04 minutes 41 seconds East, a distance of 811.00 feet;

Thence Southerly along the arc of said curve, through a central angle of 06 degrees 56 minutes 17 seconds (R&M), a distance of 98.21 feet (R),, 99.17 (M);

Thence South 09 degrees 51 minutes 36 seconds East (R), South 09 degrees 50 minutes 46 seconds East (M), a distance of 228.00 feet to the True Point of Beginning.



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## Commitment for Title Insurance

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**First Arizona Title Agency, LLC**

# Schedule BI

File No.: 11-187468

### REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded, as follows: None
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
5. **DELETED INTENTIONALLY**
6. **DELETED INTENTIONALLY**
7. Furnish the company with Owners Declaration executed by KCI 114 Investments, LLC, an Arizona limited liability company.
8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
9. Completion of inspection now in progress by an employee of First Arizona Title Agency, LLC. If said inspection discloses the necessity for additional exceptions and/or requirements, you will be notified.

REQUIREMENT SATISFIED

10. **DELETED INTENTIONALLY**
11. **DELETED INTENTIONALLY**
12. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$1,600,000.00, recorded August 27, 2014 as [2014-568993](#) of Official Records.

Dated: August 27, 2014  
Trustor: KCI 114 Investments, LLC  
Trustee: First Arizona Title Agency  
Beneficiary: KCI Investment Partners, LLC

13. Record Warranty Deed from KCI 114 Investments, LLC, an Arizona limited liability company to Buyer(s).

NOTE: Operating Agreement on file in this office authorizes the following to execute any necessary instruments on behalf of KCI 114 Investments, LLC, an Arizona limited liability company: Scott Seldin, President of Belmont Management Company, Manager

**14. DELETED INTENTIONALLY**

**15. DELETED INTENTIONALLY**

16. Pay second half of [2019](#) (219-33-034F, 217-33,034G, 217-33-034K, 217-33-034M) taxes.

17. There are various ongoing closures and inaccessibility of certain records in counties and municipalities across the country due to the COVID-19 Emergency. If unable to record documents in the Public Records due to closure or inaccessibility, execution of a Declaration of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency is required by the parties (other than the Lender) to the contemplated transaction.

NOTE: Taxes are assessed in the total amount of \$1,349.98 for the year [2019](#) under Assessor's Parcel No. 217-33-034F.

NOTE: Taxes are assessed in the total amount of \$1,437.58 for the year [2019](#) under Assessor's Parcel No. 217-33-034G.

NOTE: Taxes are assessed in the total amount of \$2,461.66 for the year [2019](#) under Assessor's Parcel No. 217-33-034K.

NOTE: Taxes are assessed in the total amount of \$3,220.98 for the year [2019](#) under Assessor's Parcel No. 217-33-034M.

NOTE: Taxes are assessed in the total amount of \$35.06 for the year [2019](#) under Assessor's Parcel No. 217-33-034N.

**NOTE:** According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matter(s) constitute the conveyance chain of title for the 24 month period preceding the date hereof, OR if no conveyance has been recorded in that period, the last recorded instrument vesting title to the land described herein:

None



*First American Title*

## Commitment for Title Insurance

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**First Arizona Title Agency, LLC**

# Schedule BII

File No.: 11-187468

### EXCEPTIONS

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

**1. DELETED INTENTIONALLY**

2. Reservations contained in the Patent from the United States of America, reading as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

3. Water rights, claims or title to water, whether or not shown by the public records.

**4. DELETED INTENTIONALLY**

5. A plat recorded as [Book 15, Page 54](#) of Road Maps, purporting to show a county roadway.

6. An easement for road or highway and incidental purposes, recorded as [Docket 5961, page 197](#) of Official Records.

7. All matters as set forth in Right of Way Contract, recorded as [Docket 5961, Page 198](#) of Official Records.

**8. DELETED INTENTIONALLY**

9. An easement for a line or lines of poles or steel towers and wires or cables and underground conduits and incidental purposes, recorded as [Docket 13438, Page 36](#) of Official Records.

10. An easement for a line or lines of poles or steel towers and wires or cables and underground conduits and incidental purposes, recorded as [Docket 13438, Page 39](#) of Official Records.

11. All matters as set forth in Right of Way Dedication, recorded as [1984-552051](#) of Official Records.

12. All matters as set forth in Right of Way Dedication, recorded as [1984-552052](#) of Official Records.

13. An easement for public utilities and incidental purposes, recorded as [1988-469357](#) of Official Records.

14. All matters as set forth in Record of Survey, recorded as [Book 937 of Maps, Page 34](#) of Official Records.
15. An easement for water and irrigation systems, traffic control systems and public utilities and incidental purposes, recorded as [1988-469358](#) of Official Records.
16. An easement for water and irrigation systems, traffic control systems and public utilities and incidental purposes, recorded as [1988-492847](#) of Official Records.
17. Covenants, Conditions and Restrictions contained in Special Warranty Deed recorded February 24, 1997 in [1997-116593](#), Official Records
18. Covenants, Conditions and Restrictions contained in Special Warranty Deed recorded February 24, 1997 in [1997-116594](#), Official Records
19. An easement for public utilities and incidental purposes, recorded as [2000-744683](#) of Official Records.
20. All matters as set forth in Agreement for the Waiver of Claims for Diminution in Value of Property, recorded as [2008-365707](#), in [2008-365708](#) and in [2008-398984](#) of Official Records.
21. Any discrepancy, shortage in area, or overlapping of boundary lines, between the record and measured distances contained in the legal description to be insured herein as set forth in Item 4 of Schedule A.
22. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.

**23. DELETED INTENTIONALLY**

24. The following matters disclosed by an ALTA/NSPS survey made by Blew & Associates P.A. on history date shows August 7, [2019](#), designated Job No. 19-772:

wall appears to encroach from subject property onto property to the south as much as 10.28 feet in two locations

NOTE: This matter will be more fully set forth or deleted upon compliance with the applicable requirement set forth herein.

**25. DELETED INTENTIONALLY**

26. All matters as set forth in Record of Survey SWC Shea & 114th Street as recorded in [Book 1433 of Maps, Page 11](#)
27. Taxes for the year 2020, a lien not yet due and payable.

## PRIVACY POLICY NOTICE

### **We are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information, particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. In compliance with Title V of the Gramm-Leach-Bliley Act, we are providing you with this document, which notifies you of the privacy policy and practices of First Arizona Title Agency.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, identity statements, forms, and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and service to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.