

KENSINGTON VANGUARD

N A T I O N A L L A N D S E R V I C E S

September 1, 2022

Re: Title Number: 5126855-F-CO-CP-JAF
Borrower: Plaza Street Fund 106, a Kansas limited liability company
Premises: 18900 Lincoln Avenue, Parker, CO 80134
County: Douglas

Dear Sir/Madam:

With reference to the above captioned matter, enclosed herewith please find our Title Report.

If you have any questions regarding same, please contact our office.

We look forward to working with you on this transaction.

Thank you.

Transaction Contacts:

Allen Brown / abrown@grs-title.com
Bre Santos / bsantos@kvnational.com



Title: 5126855-F-CO-CP-JAF

Date: September 1, 2022

Name of individual or business: Plaza Street Fund 106

County: Douglas

BANKRUPTCY SEARCH

A Search of the records of the United States Bankruptcy Court has been made with the following results:

☒ There are no record of a bankruptcy search filing for the above-mentioned individual, corporation or business. The following office(s) have been checked.

☐ The following information is on file

KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC DOES HEREBY CERTIFY THAT THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN, AND NO LIABILITY IS ASSUMED.



UNITED STATES PATRIOT ACT NAME SEARCH

Title: 5126855-F-CO-CP-JAF

Plaza Street Fund 106

THE ABOVE INDIVIDUAL OR CORPORATION NAME **DOES NOT APPEAR** ON THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) September 1, 2022.

THE SPECIAL DESIGNATED NATIONALS (SDN) LIST IS FREQUENTLY UPDATED. THERE IS NO PREDETERMINED TIME TABLE, BUT RATHER NAMES ARE ADDED AND REMOVED AS NECESSARY AND APPROPRIATE.

ALL UNITED STATES PERSONS MUST COMPLY WITH THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) REGULATIONS, INCLUDING ALL U.S. CITIZENS, PERMANENT RESIDENT ALIENS, ALL U.S. INCORPORATED ENTITIES AND THEIR FOREIGN BRANCHES REGARDLESS OF WHERE THEY ARE LOCATED.

KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC DOES HEREBY CERTIFY THAT THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN, AND NO LIABILITY IS ASSUMED.

DISCLOSURES

Title Order Number: 5126855-F-CO-CP-JAF

Note: Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. The subject real property may be located in a special taxing district;
- B. A certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county Treasurer's authorized agent;
- C. 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: Colorado Division of Insurance Regulations 3-5-1, Subparagraph (7) (E) requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Kensington Vanguard National Land Services, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: 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. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. 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. 10-11-123, notice is hereby given:

- 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.

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

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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.



COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, First American Title Insurance Company, a(n) Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Kensington Vanguard National Land Services, LLC
Issuing Office: 39 W 37th Street, 3rd fl, New York, NY 10018
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 5126855-F-CO-CP-JAF

SCHEDULE A

1. Commitment Date: August 25, 2022 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: Plaza Street Fund 106, a Kansas limited liability company
Proposed Policy Amount: \$1,459,457.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: Lender to be named
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Plaza Street Fund 106, a Kansas limited liability company, which acquired title by deed made by Lincoln Professional Park, LP, a Colorado limited partnership, dated June 23, 2021 and recorded June 24, 2021 at Reception Number [2021078003](#) in the Clerk and Recorder's Office of the County of Douglas.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A

(Continued)

Kensington Vanguard National Land Services,
LLC

By:



Authorized Signatory

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Warranty Deed from Plaza Street Fund 106, a Kansas limited liability company to Plaza Street Fund 106, a Kansas limited liability company.

Deed of Trust from Plaza Street Fund 106, a Kansas limited liability company to Trustee(s) for Lender to be named, securing the principal amount of \$0.00.

5. This company has not been provided with the name of the purchaser on this transaction. Once this information is obtained all necessary searches will be run and any further exceptions will be raised as needed.
6. Payment of all taxes, charges, assessments, levied and assessed against the subject premises which are due and payable:
 - a. 2021 taxes in the amount of \$8,438.80 are paid.

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SCHEDULE B

(Continued)

7. Satisfaction and discharge of the following:
1. Deed of Trust made by Plaza Street Fund 106, a Kansas limited liability company for the benefit of Public Trustee of Douglas County, Colorado, trustee, securing UMB Bank, N.A., in the amount of \$7,725,000.00, dated 7/28/2021 and recorded 11/15/2021 at Reception Number [2021127705](#).
- 1a. Said mortgage was assigned by Assignment of Leases and Rents made by and between Plaza Street Fund 106, a Kansas limited liability company for the benefit of Public Trustee of Douglas County, Colorado, trustee, securing UMB Bank, N.A. dated 7/28/2021 and recorded 11/15/2021 at Reception Number [2021127706](#).
8. Satisfaction, release, or subordination of the following:
- A. FINANCING STATEMENTS - NONE FOUND
- B. JUDGMENTS - NONE FOUND
- C. FEDERAL LIENS - NONE FOUND
- D. MECHANICS LIENS - NONE FOUND
- E. BANKRUPTCIES - NONE FOUND
9. A plat or survey must be submitted which has been made in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS effective as of February 23, 2016, and which meets the accuracy requirements of the appropriate classification of cadastral survey. Matters disclosed by the survey that in the Company's judgment constitute defects in title to the property will be shown as exceptions to coverage under the proposed policy, replacing the general survey exception currently shown on this Commitment in Schedule B, Part II.
10. Subject to a continuation search prior to closing of title.
11. The following is required with regard to Plaza Street Fund 106, a Kansas limited liability company:
- a) Proof is required that Kansas is a validly formed Limited Liability Company by providing a copy of the Certificate of Formation duly filed with the Colorado Secretary of State.
- b) A copy of the Operating Agreement and any amendments thereto must be furnished, together with a certification that the copies furnished are a complete copy of the Agreement, that the Agreement has not been further amended and the names of the manager(s) authorized to the bind the L.L.C.
- c) A certification of any other names used by the L.L.C.
- d) Conveyance must be executed by the managers(s) in compliance with the terms of the Operation Agreement.
- e) If a foreign L.L.C., proof of due formation in the State of formation is required, together with proof that the L.L.C. is duly authorized to do business in the State of Colorado.

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SCHEDULE B

(Continued)

12. Certificate of Good Standing from the State of Colorado and the State of Kansas for Plaza Street Fund 106, a Kansas limited liability company.
13. All current owners of the property must execute and deliver to the Company affidavits which in the Company's judgment are sufficient to identify rights of claims of parties in possession not shown on the public records, easements, or claims of easements not shown on the public records, or the occurrence of any event which could give rise to any lien, or right to a lien, for services, labor or material furnished, imposed by law and not shown on the public records. Matters disclosed by the affidavits which in the Company's judgment constitute defects in title to the property will be shown as exceptions to coverage under the proposed policy

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SCHEDULE B

(Continued)

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, now shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters, which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments, which are not shown as existing liens by the public records.
7. Taxes for 2022 and subsequent years, and any additional taxes, which may result in rebilling or reassessment of the subject property.
8. Rights of tenants in possession under unrecorded leases and terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
9. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof.
10. Any water rights or claims of title to water, in or under the Land.
11. United States of America Patent Number 39 recorded March 19, 2014 at Reception No. [D4022050](#), to the Union Pacific Railway Company for a railroad and telegraph line and to ensure to the Government the use of same for "postal, military and other purposes" dated February 25, 1897 reserving all mineral lands from same to the United States.

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SCHEDULE B

(Continued)

12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Right-of-Way Easement recorded September 29, 1978 in [Book 342, Page 897](#), aforesaid records.
13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Slope Easement recorded November 7, 1997 at Reception No. [9763454](#), aforesaid records.
14. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded March 1, 1999 at Reception No. [99018172](#), aforesaid records.
15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded April 11, 2000 at Reception No. [0024304](#), aforesaid records.
16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Assignment of Easements and Licenses recorded October 12, 2005 at Reception No. [2005097771](#), and Non-Fee Property Assignment and Conveyance Agreement in connection therewith recorded December 2, 2013 at Reception No. [2013093589](#), aforesaid records.
17. Terms and provisions as set forth in Ordinance No. 2.198, Series of 2008, for annexing property, recorded September 9, 2008 at Reception No. [2008062364](#), aforesaid records.
18. Matters shown on the Lincoln Professional Park LP Annexation Map to the Town of Parker recorded September 9, 2008 at Reception No. [2008062365](#), aforesaid records.
19. Terms, conditions, provisions, obligations and agreements as set forth in the Lincoln Professional Park Property Annexation Agreement recorded September 9, 2008 at Reception No. [2008062366](#), aforesaid records.
20. Terms and provisions as set forth in Ordinance No. 3.265, Series of 2008, for Zoning, recorded September 9, 2008 at Reception No. [2008062367](#), aforesaid records.
21. Matters shown on Lincoln Professional Park LP Zoning Map recorded September 9, 2008 at Reception No. [2008062368](#), aforesaid records.

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COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE C SCHEDULE C

The Land is described as follows:

All that certain real property located in Douglas County, State of Colorado and described as follows:

A tract of land in the North half Northwest 1/4 Section 15, Township 6 South, Range 66 West, of the 6th P.M. more particularly described as follows:

Beginning at intersection of North line said Section and Westerly Right of Way of State Highway No. 83, which point is 1809 feet, more or less, Easterly of Northwest corner of Section and, considering North line said Section to bear South 89 degrees 50 minutes 30 seconds East with all bearings contained hereon relative thereto;

Thence along Easterly ROW line said State Highway along arc of curve right whose central angle is 1 degree 8 minutes 29 seconds and radius is 5199.50 feet and whose chord bears South 14 degrees 56 minutes 34 seconds East and arc distance of 103.58 feet to Point Beginning;

Thence continuing along said East ROW line along arc of curve right whose central angle is 4 degrees 30 minutes 42 seconds and radius is 5199.50 feet and chord bears South 12 degrees 06 minutes 59 seconds East an arc distance of 409.42 feet;

Thence South 84 degrees 48 minutes 39seconds West 699.33 feet;

Thence North 1 degree 38 minutes 40 seconds West 465.37 feet;

Thence South 89 degrees 50 minutes 30 seconds East 623.91 feet to Point Beginning, County of Douglas, State of Colorado.

Excepting therefrom any portion conveyed to the State Department of highways by Deed recorded August 17, 1987 in Book 741 at Page 242.

Further Excepting that parcel conveyed in Warranty Deed recorded December 20, 1999 in Book 1790 at Page 108.

And Further Excepting that parcel conveyed in Warranty Deed recorded May 1, 2003 at Reception No. 2003063385.

Also Excepting any portion lying within any Public Road.

Together with Non-Exclusive easement for vehicular and pedestrian ingress and egress as set forth and more particularly described in that certain Easement Agreement recorded April 11, 2000 in [Book 1830 at Page 2074](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE C

(Continued)

Being the same premises conveyed to Plaza Street Fund 106, a Kansas limited liability company by virtue of a Deed from Lincoln Professional Park, LP, a Colorado limited partnership, dated June 23, 2021 and recorded June 24, 2021 at Reception No. 2021078003, in the Recorder's Office of Douglas County, Colorado.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Displaying data for the year 2022

18900 E LINCOLN AVE PARKER, CO 80134

Ownership Information

PLAZA STREET FUND 106 LLC
2400 W 75TH ST STE 220
PRAIRIE VILLAGE, KS 66208



Account #: R0439283
State Parcel #: 2233-152-00-075
Account Type: Commercial
Tax District: 3364
Neighborhood-Ext: 180-00

Owner Info

PLAZA STREET FUND 106 LLC
2400 W 75TH ST STE 220
PRAIRIE VILLAGE, KS 66208

Public Land Survey System (PLSS) Location

Quarter: NW; Section: 15; Township: 6; Range: 66

Building Count: 1
Building Permit Authority:
Town of Parker
Phone: 303-841-1970

Subdivision

Name: METES AND BOUNDS
Reception No: 0000051

Location Description

TRACT IN N1/2NW1/4 15-6-66 LYING W OF PARKER RD & S OF
LINCOLN 3.57 AM/L LSP 3749

Disclaimer

The location description may not be a complete legal description of the property.

Valuation Info

Year	Actual Value	Assessed Value	Tax Rate	Est. Tax Amount
2022	\$1,348,984	\$93,760	8.7485%	\$8,203
2021	\$1,348,984	\$96,460	8.7485%	\$8,439
2020	\$1,038,251	\$74,230	8.8524%	\$6,571
2019	\$1,038,251	\$74,230	8.9081%	\$6,612

2018	\$945,197	\$68,050	9.1390%	\$6,219
2017	\$945,197	\$68,050	8.4798%	\$5,771
2016	\$853,377	\$67,930	8.6394%	\$5,869
2015	\$853,377	\$67,930	8.7968%	\$5,976
2014	\$854,634	\$68,030	9.8665%	\$6,712
2013	\$854,634	\$68,030	9.8677%	\$6,713
2012	\$846,574	\$67,380	10.0275%	\$6,757
2011	\$846,574	\$67,380	10.0817%	\$6,793
2010	\$332,525	\$26,470	10.3371%	\$2,736
2009	\$332,525	\$26,470	9.1614%	\$2,425
2008	\$327,426	\$26,060	9.0584%	\$2,361
2007	\$327,426	\$26,060	8.9865%	\$2,342
2006	\$320,317	\$25,490	8.9804%	\$2,289

Sales History

Reception No.	Sale Date	Sale Price	Deed Type	Grantor	Grantee
2021078003	06/24/2021	\$1,459,500	Special Warranty Deed	LINCOLN PROFESSIONAL PARK LP	PLAZA STREET FUND 106 LLC
2007093071	11/16/2007	\$1,350,000	Warranty Deed	RAY PEASLEE	LINCOLN PROFESSIONAL PARK LP

Disclaimer

The transaction history may not be a complete history of transfer and ownership records.

Building Details

Building 1

Property Type:	Residential	Building Use:	Single Family Residential
Year Built:	1977	Building Use %:	100%
Quality:	Average	Actual Value:	\$229,318
% Complete:	100%	Class Code:	1212
Style:	Ranch 1 Story	Class Code Description:	SINGLE FAMILY RES - IMPS
Stories:	1	Square Footage:	968 sqft
Bedrooms (above ground):	2	Assessor's Building ID:	1
Bathrooms (above ground):	2	Walkout:	N
Basement Area:	0 sqft	Fireplaces:	0
Finished Bsmt. Area:	0 sqft (0%) (0%)	Porch/Deck Area:	96 sqft
Total Finished Area:	968 sqft	Garage Type	Garage Area
Interior:	Drywall	Attached:	564 sqft
Exterior:	Frame Siding	Detached:	736 sqft
Roofing:	Composition Shingle	Assessor's Building ID:	1
Heating:	Electric Baseboard	Type	Description
			Area

Additional Features:	Porch	Slab Roof Ceil	96 sqft
	Fixtures: Bath 3, K Sink W Htr Laundry		

Land Details

Land Type:	Residential
Class Code:	1112
Class Code Descr.:	IMPROVED RESIDENTIAL LAND
Acreage:	3.570 acres
LEA Code:	15301

Land Valuation

Actual Value:
\$1,119,666

Land Attributes: C-Traffic Influence, C-Outsized Lot

Tax Authorities

ID	Authority Name	Mills	Tax Rate	Est. Tax Amount
2001	Douglas County Re-1 School District	35.743	3.5743%	\$3,351
0001	Douglas County Government	18.524	1.8524%	\$1,737
4014	South Metro Fire Rescue Fire Protection District	9.319	0.9319%	\$874
2004	Douglas County Schools - Debt Service	8.054	0.8054%	\$755
4022	Parker Water & Sanitation District	7.743	0.7743%	\$726
4390	Douglas Public Library District	4.021	0.4021%	\$377
3004	Town of Parker	2.602	0.2602%	\$244
4002	Urban Drainage & Flood Control District	0.900	0.0900%	\$84
4340	Cherry Creek Basin Water Quality Authority	0.479	0.0479%	\$45
4392	Urban Drainage & Flood South Platte	0.100	0.0100%	\$9
2002	Douglas County Schools - Cap Reserve	0.000	0.0000%	\$0
2003	Douglas County Schools - Insurance Reserve	0.000	0.0000%	\$0
4010	Regional Transportation District	0.000	0.0000%	\$0
4066	E-470 Public Highway Authority	0.000	0.0000%	\$0
4077	Douglas County Soil Conservation District	0.000	0.0000%	\$0
4555	Parker Road Area URP	0.000	0.0000%	\$0
Total: 16 Authorities		87.485	8.7485%	\$8,203

Tax Account

To Make an Online Payment, the Preferred Browsers are Current Versions of Chrome, Edge and Firefox. Safari Must be the Latest Version.

To Pay Taxes Online, Please Find Your Payment Options to the Immediate Left of this Message. Once Payment is Completed, a Receipt will be Available Under "Payments Receipts".

NOTE: The Treasurer's Office bills one year in arrears.

Summary

Account Id R0439283
Parcel Number 223315200075
Owners PLAZA STREET FUND 106 LLC
Address 2400 W 75TH ST STE 220
PRAIRIE VILLAGE, KS 66208-3511
Situs Address 18900 E LINCOLN AVE PARKER 801340000
Legal TRACT IN N1/2NW1/4 15-6-66 LYING W OF PARKER RD & S OF LINCOLN 3.57 AM/L LSP 3749

Inquiry

As Of 

Payment Type ☐ First
☒ Full

Total Due \$0.00

Value

Area Id	Actual	Assessed	Mill Levy
3364 - District 3364			87.4850000
IMPROVED RESIDENTIAL LAND - 1112	1,119,666	80,060	
SINGLE FAMILY RES - IMPS - 1212	229,318	16,400	
Total Value	1,348,984	96,460	
Taxes			\$8,438.80



Tax Account

To Make an Online Payment, the Preferred Browsers are Current Versions of Chrome, Edge and Firefox. Safari Must be the Latest Version.

To Pay Taxes Online, Please Find Your Payment Options to the Immediate Left of this Message. Once Payment is Completed, a Receipt will be Available Under "Payments Receipts".

NOTE: The Treasurer's Office bills one year in arrears.

Summary

Tax Year	Tax Due	Interest Due	Penalty Due	Misc Due	Lien Due	Lien Interest Due	Total Due
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Transaction Details

Tax Year	Type	Effective Date	Amount	Balance
2021	Tax Payment	4/7/22	\$8,438.80	\$0.00
2021	Tax	1/5/22	\$8,438.80	\$0.00
2020	Interest Payment	8/4/21	\$131.42	\$0.00
2020	Tax Payment	6/25/21	\$6,571.14	\$0.00
2020	Interest	6/25/21	\$131.42	\$0.00
2020	Tax	12/31/20	\$6,571.14	\$0.00
2018	Lien Interest Payment	9/9/20	\$734.41	\$0.00
2018	Miscellaneous Payment	9/9/20	\$7.00	\$0.00
2019	Interest Payment	9/9/20	\$330.62	\$0.00
2019	Tax Payment	9/9/20	\$6,612.48	\$0.00
2018	Lien Payment	9/9/20	\$6,676.44	\$0.00
2018	Redemption Fee	9/9/20	\$7.00	\$0.00
2018	Lien Interest	9/9/20	\$734.41	\$0.00
2019	Interest	9/9/20	\$330.62	\$0.00
2019	Tax	1/1/20	\$6,612.48	\$0.00
2018	Interest Payment	11/7/19	\$435.34	\$0.00
2018	Miscellaneous Payment	11/7/19	\$4.00	\$0.00
2018	Miscellaneous Payment	11/7/19	\$8.00	\$0.00
2018	Miscellaneous Payment	11/7/19	\$10.00	\$0.00
2018	Tax Payment	11/7/19	\$6,219.10	\$0.00
2018	Lien	11/7/19	\$6,676.44	\$0.00
2018	Interest	11/7/19	\$435.34	\$0.00
2018	INTERNET AUCTION FEE	11/6/19	\$8.00	\$0.00
2018	TREASURER HANDLING FEE	11/6/19	\$4.00	\$0.00
2018	Advertising Fee	9/19/19	\$10.00	\$0.00
2018	Tax	1/2/19	\$6,219.10	\$0.00
2017	Redemption Fee	12/20/18	\$7.00	\$0.00
2017	Miscellaneous Payment	12/20/18	\$7.00	\$0.00
2017	Lien Payment	12/20/18	\$6,194.44	\$0.00
2017	Lien Interest Payment	12/20/18	\$123.89	\$0.00
2017	Lien Interest	12/20/18	\$123.89	\$0.00
2017	Miscellaneous Payment	11/1/18	\$4.00	\$0.00
2017	Tax Payment	11/1/18	\$5,770.50	\$0.00
2017	Interest Payment	11/1/18	\$403.94	\$0.00
2017	Miscellaneous Payment	11/1/18	\$10.00	\$0.00
2017	Miscellaneous Payment	11/1/18	\$6.00	\$0.00
2017	Lien	11/1/18	\$6,194.44	\$0.00
2017	Interest	11/1/18	\$403.94	\$0.00
2017	Internet Auction Fee	10/31/18	\$6.00	\$0.00
2017	Treasurer Handling Fee	10/31/18	\$4.00	\$0.00
2017	Advertising Fee	9/20/18	\$10.00	\$0.00
2017	Tax	1/1/18	\$5,770.50	\$0.00
2016	Miscellaneous Payment	10/10/17	\$10.00	\$0.00



Tax Year	Type	Effective Date	Amount	Balance
2016	Interest Payment	10/10/17	\$352.12	\$0.00
2016	Tax Payment	10/10/17	\$5,868.74	\$0.00
2016	Interest	10/10/17	\$352.12	\$0.00
2016	Advertising Fee	9/21/17	\$10.00	\$0.00
2016	Tax	1/1/17	\$5,868.74	\$0.00
2015	Miscellaneous Payment	9/23/16	\$10.00	\$0.00
2015	Interest Payment	9/23/16	\$298.78	\$0.00
2015	Tax Payment	9/23/16	\$5,975.68	\$0.00
2015	Interest	9/23/16	\$298.78	\$0.00
2015	Advertising Fee	9/22/16	\$10.00	\$0.00
2015	Tax	1/5/16	\$5,975.68	\$0.00
2014	Interest Payment	8/28/15	\$268.49	\$0.00
2014	Tax Payment	8/28/15	\$6,712.20	\$0.00
2014	Interest	8/28/15	\$268.49	\$0.00
2014	Tax	1/13/15	\$6,712.20	\$0.00
2013	Lien Payment	12/2/14	\$7,200.91	\$0.00
2013	Miscellaneous Payment	12/2/14	\$7.00	\$0.00
2013	Lien Interest Payment	12/2/14	\$120.02	\$0.00
2013	Redemption Fee	12/2/14	\$7.00	\$0.00
2013	Lien Interest	12/2/14	\$120.02	\$0.00
2013	Tax Payment	11/6/14	\$6,713.00	\$0.00
2013	Miscellaneous Payment	11/6/14	\$10.00	\$0.00
2013	Interest Payment	11/6/14	\$469.91	\$0.00
2013	Miscellaneous Payment	11/6/14	\$4.00	\$0.00
2013	Miscellaneous Payment	11/6/14	\$4.00	\$0.00
2013	Lien	11/6/14	\$7,200.91	\$0.00
2013	Interest	11/6/14	\$469.91	\$0.00
2013	INTERNET AUCTION FEE	11/5/14	\$4.00	\$0.00
2013	TAX SALE HANDLING FEE	11/5/14	\$4.00	\$0.00
2013	Miscellaneous	9/18/14	\$10.00	\$0.00
2013	Tax	1/1/14	\$6,713.00	\$0.00
2011	Tax Payment	10/28/13	\$6,793.05	\$0.00
2011	Redemption Handling Fee	10/28/13	\$7.00	\$0.00
2011	Miscellaneous	10/28/13	\$7.00	\$0.00
2011	REDEMPTION	10/28/13	\$8.00	\$0.00
2011	REDEMPTION	10/28/13	\$4.00	\$0.00
2011	REDEMPTION	10/28/13	\$10.00	\$0.00
2011	Lien Interest	10/28/13	\$729.06	\$0.00
2011	Lien Interest Payment	10/28/13	\$729.06	\$0.00
2011	Lien Payment	10/28/13	\$7,290.56	\$0.00
2011	Interest Payment	10/28/13	\$475.51	\$0.00
2012	Miscellaneous	8/27/13	\$5.00	\$0.00
2012	Interest	8/27/13	\$270.26	\$0.00
2012	Tax Payment	8/27/13	\$6,756.53	\$0.00
2012	Tax Lien Endorsement Fee	8/27/13	\$5.00	\$0.00
2012	Interest Payment	8/27/13	\$270.26	\$0.00
2012	Tax	1/1/13	\$6,756.53	\$0.00
2011	Lien	11/5/12	\$7,290.56	\$0.00
2011	Miscellaneous	11/1/12	\$4.00	\$0.00
2011	Interest	11/1/12	\$475.51	\$0.00
2011	IAUCTN	10/18/12	\$8.00	\$0.00
2011	Miscellaneous	9/19/12	\$10.00	\$0.00
2011	Tax	1/1/12	\$6,793.05	\$0.00
2010	Interest	9/27/11	\$136.81	\$0.00
2010	Tax Payment	9/27/11	\$2,736.23	\$0.00
2010	Advertising Cost Real	9/27/11	\$10.00	\$0.00
2010	Interest Payment	9/27/11	\$136.81	\$0.00
2010	Miscellaneous	9/7/11	\$10.00	\$0.00
2010	Tax	1/1/11	\$2,736.23	\$0.00
2009	Interest Payment	9/1/10	\$97.00	\$0.00
2009	Tax Payment	9/1/10	\$2,425.02	\$0.00
2009	Interest	9/1/10	\$97.00	\$0.00
2007	Miscellaneous	2/11/10	\$7.00	\$0.00

Tax Year	Type	Effective Date	Amount	Balance
2007	Miscellaneous	2/11/10	\$6.00	\$0.00
2007	Recording Fee Redemption	2/11/10	\$6.00	\$0.00
2007	REDEMPTION	2/11/10	\$6.00	\$0.00
2007	REDEMPTION	2/11/10	\$4.00	\$0.00
2007	REDEMPTION	2/11/10	\$20.00	\$0.00
2007	Redemption Handling Fee	2/11/10	\$7.00	\$0.00
2007	Interest Payment	2/11/10	\$116.33	\$0.00
2007	Lien Interest	2/11/10	\$265.20	\$0.00
2007	Lien Interest Payment	2/11/10	\$265.20	\$0.00
2007	Lien Payment	2/11/10	\$1,808.16	\$0.00
2009	Tax	1/1/10	\$2,425.02	\$0.00
2008	Miscellaneous	8/31/09	\$5.00	\$0.00
2008	Interest	8/31/09	\$96.40	\$0.00
2008	Interest Payment	8/31/09	\$96.40	\$0.00
2008	Tax Payment	8/31/09	\$2,410.08	\$0.00
2008	Tax Lien Endorsement Fee	8/31/09	\$5.00	\$0.00
2008	Tax	1/1/09	\$2,410.08	\$0.00
2007	Lien	11/13/08	\$1,808.16	\$0.00
2007	Miscellaneous	11/12/08	\$4.00	\$0.00
2007	Miscellaneous	11/12/08	\$6.00	\$0.00
2007	Interest	11/5/08	\$116.33	\$0.00
2007	Miscellaneous	10/1/08	\$20.00	\$0.00
2007	Tax	1/1/08	\$1,661.83	\$0.00
2006	Tax Payment	3/23/07	\$1,608.45	\$0.00
2006	Tax	1/1/07	\$1,608.45	\$0.00
2005	Tax Payment	2/6/06	\$0.01	\$0.00
2005	Tax Payment	2/6/06	\$2,336.56	\$0.00
2005	Tax	1/1/06	\$2,336.57	\$0.00

OWNER'S AFFIDAVIT AND GAP UNDERTAKING

COMMITMENT NO: 5126855-F-CO-CP-JAF

STATE OF }
COUNTY OF }

BEFORE ME, the undersigned authority, personally appeared _____, (the "Affiant"), _____ of _____, a _____ (the "Owner"), who first being duly sworn, deposes and says:

1. That Affiant is duly authorized to make this affidavit on behalf of the Owner.
2. That the Owner is the titleholder of that certain real property described in the above-referenced Title Commitment, commonly known as " _____ " and located at _____ (the "Property").
3. That the Owner is entitled to possession of the Property, and there is no other person or entity in possession who has any right in the Property other than those tenants in possession located on the Property and listed on the rent roll attached hereto as Exhibit "A".
4. That the Owner has not entered into any written agreement, nor is the Owner aware of anyone else entering into any written agreement with any real estate broker, nor is Owner aware of anyone who has provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, or otherwise conveying or acquiring any interest in the Property.
5. That all real estate taxes, special assessments, water and sewer charges and management fees, if any, are fully paid;
6. That there are no unrecorded labor, mechanics', or materialmen's liens against the Property, and no material has been furnished to or labor performed upon the Property except such that have been paid for in full.
7. That there are no unrecorded options or contracts to purchase, contracts for deed or mortgage commitments, sales agreements, participation agreements, mortgages, or unrecorded deeds, easements or rights-of-way for users or adverse interest with respect to the Property.
8. That there are no unrecorded existing tenancies, leases or other occupancies affecting the Property, except as shown in Exhibit "A" attached hereto, and that such unrecorded tenancies, leases or other occupancies, if any, contain no options to purchase the Property or rights of first refusal.
9. That there is no action or proceeding, including but not limited to bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
10. That the owner has received no written notice (except as may have been disclosed in the public records of the applicable jurisdiction) of an officially proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; and to the undersigned's knowledge, there has been no work done on the Property, nor notice received that work is to be done on the Property by the municipality (county, city, borough or township), or at its direction, including but not limited to the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
11. That the Owner has not made or caused to be made any structural improvements or structural additions to existing improvements on the Property since _____, the date of Survey made by _____, Job No. _____, each of which survey is an accurate and complete representation of Tracts I and II, respectively, of the Property and all improvements and number of parking spaces located thereon as of the date hereof.
12. That Owner has received any and all partnership consents and/or corporate resolutions necessary in order to authorize the conveyance and/or mortgage of the Property. Should First American Title Insurance Company request a copy of the consents and/or resolutions, Owner shall furnish copies within a reasonable time period.
13. That Owner is not a foreign Person, nor is Owner a "Disregarded Transferor," but rather is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code"),

and that Owner's true and correct United States taxpayer identification number (or Social Security number) is set forth below opposite the signature of Owner. Owner is making the statements set forth herein for the purpose of releasing the Purchaser and/or Settlement Agent from any withholding obligation which might otherwise be imposed under Section 1445(a) of the Code.

THIS AFFIDAVIT is made for the purpose of inducing Kensington Vanguard National Land Services, LLC and First American Title Insurance Company to issue a title insurance policy or other title evidence, and if acting as escrow or closing agent, then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to save harmless Kensington Vanguard National Land Services, LLC and First American Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate and further indemnifies Kensington Vanguard National Land Services, LLC and First American Title Insurance Company as to defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing on the public records or attaching subsequent to the effective date of the above-referenced Commitment but prior to the effective date of such title insurance policy or policies or other title evidence.

Nothing in this Affidavit shall affect in any way title insurance coverage heretofore provided to Owner by Kensington Vanguard National Land Services, LLC and First American Title Insurance Company or its affiliates, or their respective predecessors-in-interest, with respect to the Property.

Dated as of this ____ day of _____, 20 ____

US Taxpayer ID No. _____

By: _____

Title: _

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

PRIVACY POLICY

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 to 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 a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

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, forms or in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliate 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. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliate companies, or to other financial institutions with whom we or our affiliate companies have joint marketing agreements.

Former Customers

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

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 or services 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.