

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: F0709953-625-YK0

1. **Effective Date:** April 22, 2021 at 8:00 A.M.

2. The estate or interest in the land described or referred to in this Title Report is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:

Adams-Arapahoe Joint School District No. 28, a Body Corporate of the Counties of Adams and Arapahoe

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) Daybreak at Tower Phase 2, Aurora, CO

Attached Legal Description

Lots 14 through 25, Block 1 and Lots 1 through 3, Block 3, Daybreak at Tower Subdivision Filing No. 1, a subdivision plat recorded at Reception Number C0761536, Adams County, Colorado Clerk and Recorder's Office, situated in the Northwest 1/4 of Section 34, Township 3 South, Range 66 West, of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

Beginning at the Southeast Corner of Lot 25, Block 1, Daybreak at Tower Subdivision Filing No. 1;
Thence S89°38'34"W along the North Right-of-Way (R.O.W.) Line of East 22nd Place, a distance of 84.64 feet to a point of curve; Thence the following eleven (11) courses along the Easterly, Northerly and Westerly R.O.W. Line of East 22nd Circle: 1) Thence along a curve to the right having a central angle of 90°00'00", a radius of 15.00 feet, an arc length of 23.56 feet, a chord bearing of N45°21'26"W and a chord distance of 21.21 feet; 2) Thence N00°21'26"W a distance of 61.83 feet to a point of curve;
3) Thence along a curve to the right having a central angle of 33°33'26", a radius of 15.00 feet, an arc length of 8.79 feet, a chord bearing of N16°25'17"E and a chord distance of 8.66 feet to a point of reverse curve; 4) Thence along a curve to the left having a central angle of 157°06'53", a radius of 45.00 feet, an arc length of 123.40 feet, a chord bearing of N45°21'26"W and a chord distance of 88.21 feet to a point of reverse curve; 5) Thence along a curve to the right having a central angle of 33°33'26", a radius of 15.00 feet, an arc length of 8.79 feet, a chord bearing of S72°51'51"W and a chord distance of 8.66 feet; 6) Thence S89°38'34"W a distance of 174.91 feet to a point of curve; 7) Thence along a curve to the right having a central angle of 33°33'26", a radius of 15.00 feet, an arc length of 8.79 feet, a chord bearing of N73°34'43"W and a chord distance of 8.66 feet to a point of reverse curve;
8) Thence along a curve to the left having a central angle of 157°06'53", a radius of 45.00 feet, an arc length of 123.40 feet, a chord bearing of S44°38'34"W and a chord distance of 88.21 feet to a point of reverse curve; 9) Thence along a curve to the right having a central angle of 33°33'26", a radius of 15.00 feet, an arc length of 8.79 feet, a chord bearing of S17°08'09"E and a chord distance of 8.66 feet;
10) Thence S00°21'26"E a distance of 61.83 feet to a point of curve; 11) Thence along a curve to the right having a central angle of 90°00'00", a radius of 15.00 feet, an arc length of 23.56 feet, a chord bearing of S44°38'34"W and a chord distance of 21.21 feet to a point on the North R.O.W. Line of East 22nd Place; Thence S89°38'34"W along said North R.O.W. Line, a distance of 85.00 feet to the Southeast Corner of Lot 13, Block 1, Daybreak at Tower Subdivision Filing No. 1;
Thence N00°21'26"W along the East Line of Lots 13, 12 and 11, Block 1, Daybreak at Tower Subdivision Filing No. 1 a distance of 245.00 feet to a point on the South Line of Lot 1, Block 1, Sparrow Lane Subdivision Filing No. 1 (Reception Number 2020000131501); Thence N89°38'34"E along the South Line of said Lot 1, Block 1 and along the South R.O.W. Line of Frank Drive, a distance of 288.71 feet to a point on the West Line of that parcel of land described in Warranty Deed recorded at Reception Number 2018000009391; Thence S00°43'28"E along said West Line, a distance of 3.50 feet to the Southwest Corner of said parcel; Thence N89°38'34"E along the South Line of said parcel, a distance of 223.46 feet to a point on the East Line of Block 1, Daybreak at Tower Subdivision Filing No. 1 and the East Line of the Northwest 1/4 of Section 34, Township 3 South, Range 66 West of the 6th Principal Meridian; Thence S00°02'46"E along the East Line of said Block 1 and along the East Line of said Northwest 1/4 of Section 34, a distance of 241.50 feet to the **Point of Beginning**.

And

Commencing at the Southeast Corner of Lot 25, Block 1, Daybreak at Tower Subdivision Filing No. 1;
Thence S89°38'34"W along the North Right-of-Way (R.O.W.) Line of East 22nd Place, a distance of 164.64 feet to the **Point of Beginning**; Thence S89°38'34"W along the South Line of said Block 3 and along said North R.O.W. Line, a distance of 181.24 feet to a point of curve; Thence the following seven (7) courses along the Easterly, Southerly and Westerly R.O.W. Line of East 22nd Circle and along the Westerly, Northerly and Easterly Line of said Block 3: 1) Thence along a curve to the right having a central angle of 90°00'00", a radius of 15.00 feet, an arc length of 23.56 feet, a chord bearing of N45°21'26"W and a chord distance of 21.21 feet; 2) Thence N00°21'26"W a distance of 65.00 feet to a point of curve; 3) Thence along a curve to the right having a central angle of 90°00'00", a radius of 15.00 feet, an arc length of 23.56 feet, a chord bearing of N44°38'34"E and a chord distance of 21.21 feet; 4) Thence N89°38'34"E a distance of 181.24 feet to a point of curve; 5) Thence along a curve to the right having a central angle of 90°00'00", a radius of 15.00 feet, an arc length of 23.56 feet, a chord bearing of S45°21'26"E and a chord distance of 21.21 feet; 6) Thence S00°21'26"E a distance of 65.00 feet to a point of curve; 7) Thence along a curve to the right having a central angle of 90°00'00", a radius of 15.00 feet, an

arc length of 23.56 feet, a chord bearing of S44°38'34"W and a chord distance of 21.21 feet to the **Point of Beginning**.

All lineal distances are represented in U.S. Survey Feet.

Bearings used in the above descriptions are based on the East Line of the NW 1/4 of Section 34, T.3S., R.66W. of the 6th P.M. having a grid bearing of S00°02'46"E bound by a 3-1/4" Aluminum Cap stamped "LS 27609 1997" on a 2-1/2" Pipe, flush with the ground found at the North 1/4 Corner of said Section 34 and a 3-1/4" Aluminum Cap stamped "PLS 25965 2017" flush with the ground found at the Center 1/4 Corner of said Section 34.

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. 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 the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

- NA** 8. Reservations by the Union Pacific Railway Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals.
- ANP** 9. Terms, conditions, provisions, agreements and obligations contained in the Public Improvement Deferral Agreement recorded August 13, 1998 in [Book 5429 at Page 376](#).
- ANP** 10. Any lien or assessments that maybe created by reason of subject property being included within the Sable-Altura Fire Protection District by reason of instrument recorded October 3, 1972 at [Reception No. 975694](#)
- AP** 11. Terms, conditions, provisions, agreements, easements and obligations contained in the DayBreak at Tower Subdivision Filing No. 1 plat recorded February 15, 2001 in Plat [Book F18 at page 379](#), Reception No. C0761536

Note: Quitclaim Deed from the City of Aurora of the utility, Aboricultural and Gas easements recorded September 22, 2003 at [Reception No. C1212282](#).
- ANP** 12. Terms, conditions, provisions, agreements, easements, building envelopes and obligations contained in the Daybreak at Tower Site Plan recorded September 09, 2004 at [Reception No. C1271444](#).
- AP** 13. A Covenant relating to the overflight of aircraft as contained in instrument recorded January 30, 2004 at [Reception No. C1271441](#).

 Note added

- AP** 14. An easement for utilities and incidental purposes granted to The City of Aurora by the instrument recorded September 22, 2003 at [Reception No. C1212283](#).
- AP** 15. An easement for Sidewalk and incidental purposes granted to The City of Aurora by the instrument recorded September 22, 2003 at [Reception No. C1212284](#).
- ANP** 16. Covenants, conditions, restrictions, reservations and lien rights, which do not include a forfeiture or reverter clause, set forth in the Declaration, recorded May 16, 2005 at [Reception No. 20050516000514110](#). First Amendment recorded August 16, 2007 at [Reception No. 2007000078794](#). Termination Agreement recorded September 6, 2016 at [Reception No. 201600074117](#)
- DNA** 17. An easement for utility and incidental purposes granted to Public Service Company of Colorado, by the instrument recorded June 29, 2004 at [Reception No. 552940](#).
- AP** 18. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement as set forth below:

Recording Date: July 23, 2004
Recording No.: [654760](#)
- AP** 19. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: February 15, 2001
Recording No.: [761536-2001](#)
- ANP** 20. The effect of that Quitclaim Deed recorded September 22, 2003 at [Reception No. C1212282](#).
- AP** 21. Public Service Company of Colorado Easement recorded April 13, 2021 at [Reception No. 2021000044223](#).
- NA** 22. Any loss or damage arising from the fact that any fence lines on or near the perimeter of the Land may not coincide with property lines.

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

Exhibit C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

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IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE