

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: F0658101-370-CSP

1. **Effective Date:** January 13, 2020 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:
[Dakota K. Cottrell and Tucker D. Cottrell](#)
4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) 6145 Templeton Gap Rd, Colorado Springs, CO 80923-5110

Attached Legal Description

THE FOLLOWING REAL PROPERTY SITUATED IN THE COUNTY OF EL PASO AND STATE OF COLORADO, TO WIT, THAT PORTION OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT DESCRIBED BY DEED RECORDED IN BOOK 1960 AT PAGE 365 OF THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 189; THENCE NORTHEASTERLY ON SAID SOUTHEASTERLY RIGHT OF WAY LINE 2307.42 FEET; THENCE ANGLE RIGHT 129 DEGREES 31 MINUTES 30 SECONDS SOUTHERLY 1173.36 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY; THENCE CONTINUE SOUTHERLY ON THE LAST MENTIONED COURSE 295.12 FEET TO INTERSECT THE NORTHERLY LINE OF THAT TRACT DESCRIBED BY DEED RECORDED IN BOOK 1960 AT PAGE 365 OF THE RECORDS OF EL PASO COUNTY, COLORADO, THENCE ANGLE LEFT 90°00' EASTERLY ON SAID NORTHERLY LINE 738.02 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID TRACT, SAID CORNER BEING ON THE EAST LINE OF THE ABOVE REFERENCED SECTION 13, THENCE ANGLE LEFT 90°00' NORTHERLY ON SAID EAST LINE 295.12 FEET, THENCE ANGLE LEFT 90°00' WESTERLY 738.02 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM, AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER AND ACROSS THE WESTERLY 15 FEET OF THE ABOVE DESCRIBED REAL PROPERTY AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE WESTERLY LINE THEREOF.

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.
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.

8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATIONS OF COAL AND RIGHTS TO MINE SAID COAL AS DISCLOSED IN SPECIAL WARRANTY DEED RECORDED MARCH 31, 1917 IN BOOK 569 AT PAGE 34 at Reception No. 5690034.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GRANT OF RIGHT OF WAY RECORDED APRIL 19, 1988 IN BOOK 5497 AT PAGE 252 at Reception No. 1692734.
11. LEASE BETWEEN M. BRUCE COTTRELL AND SKYE M. STEVENS, LESSOR, AND US S WEST NEW VECTOR GROUP, INC., LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED OCTOBER 31, 1995, IN BOOK 6754 AT PAGE 1255 at Reception No. 117163.

NOTICE OF EXERCISE OF OPTION IN CONNECTION WITH MEMORANDUM OF LEASE RECORDED MAY 24, 1996 IN BOOK 6892 AT PAGE 668 at Reception No. 63442.

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF OPTION AGREEMENT RECORDED DECEMBER 11, 1996 UNDER RECEPTION NO. 96153047.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 97-76 RECORDED APRIL 04, 1997 UNDER RECEPTION NO. 97038655.
14. LEASE BETWEEN SKYE M. STEVENS AND M. BRUCE COTTRELL, LESSOR, AND WESTERN PCS III LICENSE CORPORATION, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED APRIL 08, 1997, UNDER RECEPTION NO. 97039270.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO 97-77 RECORDED MAY 06, 1997 UNDER RECEPTION NO. 97051246.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COVENANT AND AGREEMENT RECORDED OCTOBER 01, 1997 UNDER RECEPTION NO. 97115586.
17. SURVEY MAP RECORDED OCTOBER 1, 1997 UNDER RECEPTION NO. 97115587.
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 97-322, LAND USE-134 RECORDED OCTOBER 06, 1997 UNDER RECEPTION NO. 97117825.
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 97-323, LAND USE-135 RECORDED DECEMBER 10, 1997 UNDER RECEPTION NO. 97145130.
20. LEASE BETWEEN VODAFONE AIRTOUCH LICENSES LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSOR, AND AMERICAN TOWER DELAWARE CORPORATION, A DELAWARE CORPORATION, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED MAY 22, 2000, UNDER RECEPTION NO. 200057174.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED OCTOBER 21, 2004 UNDER RECEPTION NO. 204175683.
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 02-106 RECORDED FEBRUARY 24, 2006 UNDER RECEPTION NO. 206028177.
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 08-80 RECORDED JULY 02, 2008 UNDER RECEPTION NO. 208075841.
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 10-327 RECORDED SEPTEMBER 30, 2010 UNDER RECEPTION NO. 210086465.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SHORT FORM AMENDMENT TO OPTION AND SITE LEASE AGREEMENT AND RIGHT OF FIRST REFUSAL RECORDED JULY 11, 2012 UNDER RECEPTION NO. 212078572.
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 16-291 RECORDED AUGUST 09, 2016 UNDER RECEPTION NO. 216089208.
27. LEASE BETWEEN M. BRUCE COTTRELL AND SKYE M. STEVENS, LESSOR, AND VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED AUGUST 15, 2016, UNDER RECEPTION NO. 216091668.
28. Terms, conditions, provisions and obligations of that Resolution recorded March 7, 1996 at Reception No. 96027901.
29. All matters pertaining to the Easement contained in the Trustee's Deed recorded December 7, 2018 at Reception No. 218140827 described as follows: AND TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER AND ACROSS THAT REAL PROPERTY LYING 15 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT DESCRIBED BY DEED RECORDED IN BOOK 1960 AT PAGE 365 OF THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE 2307.42 FEET FOR THE POINT OF BEGINNING OF THE CENTER LINE TO BE DESCRIBED HEREBY; THENCE ANGLE RIGHT 120°30'30" SOUTHERLY 1468.48 FEET, MORE OR LESS, TO INTERSECT THE NORTH LINE

OF THAT TRACT DESCRIBED IN BOOK 1960 AT PAGE 365 OF THE RECORDS OF EL PASO COUNTY, COLORADO AND THE POINT OF TERMINATION OF SAID CENTER LINE.

- 30. 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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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.

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