

**Fidelity National Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: F0729909-370-CSP

1. **Effective Date:** November 1, 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:

[Monument Academy Foundation, a Colorado nonprofit corporation and Walden Corporation, a Colorado corporation](#)

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

See Attached Legal Description

(for informational purposes only) Highway 83, Colorado Springs, CO

Attached Legal Description

TO BE KNOWN AS MA SUBDIVISION

A tract of land being a portion of that tract of land as described in Deed recorded at Reception No. 218134619 of the records of the El Paso County Clerk and Recorder, located in the East one-half of the Northwest one-quarter (E ½ NW ¼) of Section 15, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado and being more particularly described as follows:

Commencing at the Southeast corner of said E ½ NW ¼, said point also being the Southwest corner of the Northeast one-quarter (NE ¼) of said Section 15, as monumented by a ¾" rebar and a 2 ½" aluminum cap stamped "Rampart PLS 38560" from which the Southwest corner of the Northwest one-quarter (NW ¼) of said Section 165, as monumented by a rebar and 3 ¼" aluminum cap stamped "Berge-Brewer LS 9646" bears N 88°08'01" W, a distance of 2636.22 feet and is the Basis of Bearings used herein;

Thence N 00°25'27" E along the Easterly line of said E ½ NW ¼, said line also being the Easterly line of that tract of land as described in Deed recorded at Reception No. 201058229 of said county records, a distance of 200.06 feet to the Northeast corner thereof and the Point of Beginning of the tract herein described:

Thence N 88°08'01" W along that line common to said Reception No. 218134619 and said Reception No. 201058229, a distance of 1208.66 feet to the Southeast corner of Tract No. 3 described in Deed recorded at Reception No. 220099418 of said county records;

Thence along the Easterly line of said Tract No. 3 the following three (3) courses:

1. Thence North 03°05'24" E, a distance of 327.06 feet;
2. Thence N 07°38'52" E, a distance of 222.47 feet;
3. Thence N 03°16'20" E, a distance of 128.70 feet to the Northeast corner of said Tract No. 3, said point also being the Southeast corner of Tract No. 2, as described in Deed recorded at Reception No. 220099403 of said county records;

Thence N 03°16'20" E along the Easterly line of said Tract No. 2, a distance of 973.82 feet to the Northeast corner thereof, said point also being a point on the Southerly line of that tract of land as described in Deed recorded in Book 2086 at Page 528 of said county records;

Thence along the Southerly, Easterly and Northerly lines of said tract the following three (3) courses:

1. Thence S 86°46'06" E, a distance of 146.40 feet;
2. Thence N 03°04'22" E, a distance of 120.13 feet;
3. Thence N 86°50'03" W, a distance of 146.07 feet to the Southeast corner of Tract No. 1 as described in Deed recorded at Reception No. 220099403;

Thence along the Easterly right of way line of said Tract No. 1 the following two (2) courses:

1. Thence N 04°02'11" E, a distance of 16.74 feet to a point of curvature;
2. Thence along the arc of a 5830.00 foot radius curve to the left, through a central angle of 05°20'18", an arc length of 543.19 feet (the chord of which bears N 00°33'35" E, a long chord distance of 543.00 feet) to the Northeast corner of said Tract No. 1, said point also being a point on the Easterly right of way line of Colorado Highway No. 83 as described in Book 2052 at Page 686-689 of said county records;

Thence along said Easterly right of way line the following two (2) courses:

1. Thence N 46°03'44" E, a distance of 93.16 feet;
2. Thence N 01°47'44" E, a distance of 15.61 feet to a point on the Southerly right of way line of Walker Road as described in Deed recorded in Book 571 at Page 55 of said county records;

Thence S 88°12'03" E along said Southerly right of way line, a distance of 1035.42 feet to the Northeast corner of that tract as described at said Reception No. 218134619, said point also being a point on the Easterly line of said E ½ NW ¼, as monumented by a ¾" rebar with a 2 ½" aluminum cap stamped "Rampart 30' W.C. PLS 38560";

Thence S 00°25'27" W along the Easterly of said tract, said line also being the Easterly line of said E ½ NW ¼, a distance of 2414.41 feet to the Point of Beginning;

EXCEPT any portion thereof conveyed to the Department of Transportation, State of Colorado in Deeds recorded July 10, 2020 at Reception No. 220099403 and 220099418.

SCHEDULE B

Exceptions

1. All taxes and assessments, now or heretofore assessed, due or payable.
2. Any Interest which may have been acquired by the public by reason of the Resolution of the Board of County Commissioners set forth below, which provides that all section lines, township lines, and range lines on the public domain in El Paso County are declared public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, and range lines, provided however that the Board may, from time to time as the occasion arises, by resolution declare it necessary to develop and improve said highways when in their judgment it shall be necessary and expedient.

Dated: June 20, 1917
Recording Date: June 20, 1917
Recording No.: [Book 571, page 55](#)

3. Reservations contained in the Patent

From: The United States of America
To: Michael McMahan
Recording Date: November 7, 1872
Recording No: Patent No. [178](#)

Which among other things recites as follows:

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 local customs, laws and decisions of courts.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

4. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement as set forth below:

Recording Date: June 5, 1966
Recording No.: [Book 2138 at Page 449](#)

5. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Douglas County Soil Conservation District, as evidenced by instrument(s) recorded October 10, 1960 at [169543](#).

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mountain View Electric Association, Inc.
Purpose: electric transmission or distribution line or system
Recording Date: March 7, 1983
Recording No: [Book 3684 at Page 514](#)

7. Terms, conditions, provisions, agreements, easements and obligations contained in the Attachment Agreement as set forth below:

Recording Date: May 9, 1994
Recording No.: [Book 6443 at Page 722](#)

8. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Tri-Lakes Fire Protection District, as evidenced by instrument(s) recorded March 25, 2004 at [204047392](#).

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: American Telephone and Telegraph Company
Purpose: communication systems
Recording Date: July 30, 1964
Recording No: [Book 2026 at Page 626](#)

10. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. U-19-002 as set forth below:

Recording Date: May 23, 2019
Recording No.: Reception No. [219055765](#)

11. Terms, conditions, provisions, agreements and obligations and easements contained in the Drainage Easement Grant as set forth below:

Recording Date: July 11, 2019
Recording No.: [219078420](#)

12. Terms, conditions, provisions, agreements, easements and obligations contained in the Drainage Easement Grant as set forth below:

Recording Date: July 11, 2019
Recording No.: [219078421](#)

13. Terms, conditions, provisions, agreements and obligations contained in the Lease Agreement as set forth below:

Recording Date: July 11, 2019
Recording No.: [219078426](#)

14. Terms, conditions, provisions, agreements and obligations and easements contained in the Grant of Right of Way as set forth below:

Recording Date: October 8, 2019
Recording No.: [219124919](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 20-176 by the Board of County Commissioners for Approval of Monument Academy Development Agreement as set forth below:

Recording Date: May 14, 2020
Recording No.: [220066530](#)

16. Terms, conditions, provisions, agreements and obligations and easements contained in the Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement as set forth below:

Recording Date: June 3, 2020
Recording No.: [220076542](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Loan and Security Agreement as set forth below:

Recording Date: July 11, 2019

Recording No.: [219078424](#)

18. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$28,950,000.00
Trustor/Grantor Monument Academy Foundation
Trustee: Public Trustee of El Paso County
Beneficiary: UMB Bank, National Association
Recording Date: July 11, 2019
Recording No: [219078425](#)

19. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$550,000.00
Trustor/Grantor Monument Academy Foundation
Trustee: Public Trustee of El Paso County
Beneficiary: MA Infrastructure LLC
Recording Date: July 11, 2019
Recording No: [219078427](#)

20. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,386,719.05
Trustor/Grantor Walden Holdings I, LLC
Trustee: Public Trustee of El Paso County
Beneficiary: Integrity Bank and Trust
Recording Date: June 15, 2020
Recording No: [220083179](#)

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.

THE 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. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE 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 APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

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