

**Chicago Title Insurance Company
TITLE REPORT**

SCHEDULE A

Title Report No: N0023955-010-TO2-DK2

1. **Effective Date:** September 4, 2019 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:

[Majestic Realty Co., a California corporation](#)

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

See Attached Legal Description

(for informational purposes only) Majestic Commercenter Sub, Aurora, CO

Attached Legal Description

Parcel One:

Various parcels of land situated in Sections 26 and 27, as well as in Sections 34 and 35, Township 3 South, Range 66 West of the Sixth Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Beginning at the Southeast corner of Section 27;

Thence North $89^{\circ}32'55''$ East (North $89^{\circ}33'02''$ East), along the South line of Section 26, a distance of 146.37 feet to a point of curvature;

Thence along a curve to the right, having a central angle of $08^{\circ}34'12''$ ($08^{\circ}34'13''$), a radius of 1300.00 feet, and a chord bearing of North $86^{\circ}09'59''$ West (North $86^{\circ}09'52''$ West), an arc distance of 194.45 feet to a point on the boundary of Aurora Business Center Subdivision Filing No. 8;

Thence along said subdivision boundary the following eleven (11) courses):

Thence North $10^{\circ}00'11''$ East, a distance of 70.47 feet to a point of curvature;

Thence along the arc of a tangent curve to the right having a central angle of $53^{\circ}58'00''$, a radius of 220.40 feet, an arc distance of 207.59 feet;

Thence North $63^{\circ}58'22''$ East, a distance of 200.00 feet to a point of curvature;

Thence along the arc of a tangent curve to the left, having a central angle of $64^{\circ}25'21''$, a radius of 480.13 feet, and an arc distance of 539.85 feet;

Thence North $00^{\circ}26'58''$ West, a distance of 477.95 feet;

Thence North $89^{\circ}33'02''$ East, a distance of 1250.09 feet;

Thence South $00^{\circ}26'58''$ East, a distance of 760.00 feet;

Thence South $89^{\circ}33'02''$ West, a distance of 480.09 feet;

Thence South $06^{\circ}05'31''$ West, a distance of 518.23 feet;

Thence North $89^{\circ}33'02''$ East, a distance of 673.75 feet;

Thence South $00^{\circ}26'58''$ East, a distance of 777.58 feet to a point of the North right-of-way of the Union Pacific Railroad;

Thence South $83^{\circ}18'08''$ East, along said right-of-way, a distance of 970.14 feet to the Southeast corner of Lot 3, Block 1, Aurora Business Center Subdivision Filing No. 11;

Thence along the boundary of said Filing No. 11, the following two (2) courses:

Thence North $00^{\circ}01'57''$ West, a distance of 933.31 feet;

Thence North $89^{\circ}33'02''$ East, a distance of 2421.55 (2421.69) feet to the Southeast corner of Section 26;

Thence North $00^{\circ}01'56''$ East, a distance of 5299.73 feet to the Northeast corner of Section 26 (North $00^{\circ}01'50''$ East, 2649.96 feet to the East one-quarter corner of Section 26; thence North $00^{\circ}02'-2''$ East, 2649.77 feet to the Northeast corner of Section 26);

Thence North $89^{\circ}58'36''$ West (North $89^{\circ}58'11''$ West), along the North line of Section 26, a distance of 2646.16 feet to the North one-quarter corner of Section 26;

Thence continuing along said North line of Section 26, South $89^{\circ}57'54''$ West, a distance of 2651.23 feet to the Northwest corner of said Section 26;

Thence South $89^{\circ}04'46''$ West along the North line of Section 27, a distance of 276.63 feet to a point on the East right-of-way of the East Denver Municipal Irrigation District;

Thence along said right-of-way the following eight (8) courses:

Thence along the arc of a curve to the right, having a central angle of $16^{\circ}49'43''$, a radius of 467.33 feet, and a chord bearing of South $16^{\circ}36'02''$ East, an arc distance of 137.26 feet;

Thence South $08^{\circ}11'11''$ East, a distance of 1182.40 feet to a point of curvature;

Thence along the arc of a tangent curve to the right having a central angle of $44^{\circ}00'00''$, a radius of 295.75 feet, an arc distance of 227.12 feet;

Thence South $35^{\circ}48'48''$ West, a distance of 451.60 feet to a point of curvature;

Thence along the arc of a tangent curve to the right having a central angle of $18^{\circ}25'01''$, a radius of 505.82 feet, an arc distance of 162.59 feet;

Thence South 54°13'49" West, a distance of 457.50 feet to a point of curvature;
Thence along the arc of a tangent curve to the left, having a central angle of 16°43'01", a radius of 614.84 feet, an arc distance of 179.39 feet;
Thence South 37°30'49" West, a distance of 364.14 feet to a point on the East-West centerline of Section 27;

Thence South 89°26'25" West along said line a distance of 1419.26 feet to the center of Section 27;
Thence North 73°18'54" West along the North line of Aurora Business Center Subdivision Filing No. 6 and along the North line of Aurora Business Center Subdivision Filing No. 5 extended, a distance of 772.20 feet;
Thence South 89°25'33" West, a distance of 1860.00 feet to the Easterly right-of-way of Tower Road;
Thence along said Easterly right-of-way line the following three (3) courses:

Thence South 00°08'00" East, a distance of 370.40 feet;
Thence South 11°26'30" East, a distance of 102.00 feet;
Thence South 00°08'00" East, a distance of 150.00 feet to the right-of-way line of Interstate 70'

Thence along the right-of-way of Interstate 70 the following seven (7) courses:

Thence North 89°52'00" East, a distance of 190.00 feet;
Thence South 28°12'30" East, a distance of 170.00 feet;
Thence South 00°08'00" East, a distance of 100.00 feet;
Thence South 26°25'30" East, a distance of 178.50 feet;
Thence South 58°26'00" East, a distance of 706.34 feet;
Thence South 66°08'34" East, a distance of 1775.68 feet;
Thence South 66°09'03" East, a distance of 2620.64 feet;

Thence North 55°23'06" East, a distance of 129.01 feet;
Thence South 64°51'24" East, a distance of 131.20 (131.60) feet to the East line of Section 34;
Thence North 00°01'10" East (North 00°01'17" East) along said line, a distance of 311.91 (311.7) feet to the point of beginning.

(Values in parentheses () are based on actual field measurements.)

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL, THE FOLLOWING PROPERTIES RECORDED IN THE ADAMS COUNTY RECORDER'S OFFICE:

[All of Aurora Business Center Subdivision Filing No. 1;](#)
[All of Aurora Business Center Subdivision Filing No. 2;](#)
[All of Aurora Business Center Subdivision Filing No. 3;](#)
[All of Aurora Business Center Subdivision Filing No. 4;](#)
[All of Aurora Business Center Subdivision Filing No. 5;](#)
[All of Aurora Business Center Subdivision Filing No. 6;](#)
[All of Aurora Business Center Subdivision Filing No. 7;](#)
[All of Aurora Business Center Subdivision Filing No. 8;](#)
[All of Aurora Business Center Subdivision Filing No. 9;](#)
[All of Aurora Business Center Subdivision Filing No. 9 Amendment No. 1;](#)
[All of Aurora Business Center Subdivision Filing No. 10;](#)
[All of Aurora Business Center Subdivision Filing No. 11;](#)
[All of Aurora Business Center Subdivision Filing No. 12;](#)
[All of Aurora Business Center Subdivision Filing No. 12, Amendment No. 1;](#)
[All of Aurora Business Center Subdivision Filing No. 13;](#)
[All of Aurora Business Center Subdivision Filing No. 14;](#)
[All of Aurora Business Center Subdivision Filing No. 15;](#)
[All of Aurora Business Center Subdivision Filing No. 16;](#)
[All of Aurora Business Center Subdivision Filing No. 17;](#)
[All of Aurora Business Center Subdivision Filing No. 18;](#)
[All of Aurora Business Center Subdivision Filing No. 19;](#)
[All of Aurora Business Center Subdivision Filing No. 20;](#)
[All of Aurora Business Center Subdivision Filing No. 21;](#)

[All of Aurora Business Center Subdivision Filing No. 22;](#)
[All of Aurora Business Center Subdivision Filing No. 22 Amendment No. 1;](#)
[All of Aurora Business Center Subdivision Filing No. 23;](#)
[All of Aurora Business Center Subdivision Filing No. 24;](#)
[All of Aurora Business Center Subdivision Filing No. 25;](#)
[All of Majestic Commercenter Subdivision Filing No. 1;](#)
[All of Majestic Commercenter Subdivision Filing No. 2;](#)
[All of Majestic Commercenter Subdivision Filing No. 3;](#)
[All of Majestic Commercenter Subdivision Filing No. 4;](#)
[All of Majestic Commercenter Subdivision Filing No. 5;](#)
[All of Majestic Commercenter Subdivision Filing No. 6;](#)
[All of Majestic Commercenter Subdivision Filing No. 7;](#)
[All of Majestic Commercenter Subdivision Filing No. 8;](#)
[All of Majestic Commercenter Subdivision Filing No. 9;](#)
[All of Majestic Commercenter Subdivision Filing No. 10;](#)
[All of Majestic Commercenter Subdivision Filing No. 12;](#)

East 31st Circle
East 32nd Parkway
East 33rd Drive
East 34th Drive
East 35th Drive
East 36th Drive
Himalaya Road
Lisbon Street
Odessa Way
Perth Street
Picadilly Road

That portion of the 100 feet wide strip for the Highline Canal recorded in [Book 249 at Page 278;](#)

Those portions conveyed in the following deeds:

October 5, 1979 in [Book 2393 at page 404;](#)
June 26, 1980 in [Book 2468 at Page 191;](#)
March 21, 1981 in [Book 2555 at Page 934;](#)
December 23, 1981 in [Book 2611 at Page 314;](#)
December 30, 1981 in [Book 2612 at Page 697;](#)
August 30, 1982 in [Book 2674 at Page 69;](#)
February 25, 1983 in [Book 2721 at Page 526;](#)
October 6, 1983 in [Book 2798 at Page 317;](#)
August 14, 1985 in [Book 3036 at Page 210;](#)
August 31, 1988 in [Book 3484 at Page 601;](#)
September 28, 1988 in [Book 3494 at Page 230;](#)
January 3, 2012 at [Reception No. 2012000000184;](#)

Except that portion owned by Anadarko Land Corporation assessed under tax parcel no. 018212600032.

And except a parcel of land located in Section 26, Township 3 South, Range 66 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

Beginning at the Northeast corner of said Section 26;
Thence South 89°59'44" West along the North line of said Section 26 a distance of 80.05 feet;
Thence South 00°00'16" East a distance of 55.00 feet to the true point of beginning, said point being on the future Southerly right-of-way line of 38th Avenue;
Thence South 89°59'44" West parallel with said North line of said Section 26, a distance of 183.98 feet;
Thence South 00°00'16" East a distance of 208.87 feet;
Thence South 89°58'04" East a distance of 208.87 feet to a point on the future Westerly right-of-way line of Piccadilly road, said point being 55 feet West of the East line of said Section 26;
Thence North 00°01'56" East and parallel to said East line of said Section 26, a distance of 183.98 feet to a point of curvature;

Thence along the arc of a curve to the left whose radius is 25.00 feet through a central angle of $90^{\circ}02'12''$ and whose arc length is 39.29 feet to the true point of beginning.

Parcel Two:

A parcel of land located in the Northeast Quarter and Southeast Quarter of Section 27, Township 3 South, Range 66 West of the Sixth Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the East Quarter corner of said Section 27, and considering the South line of said Northeast Quarter of Section 27 to bear South $89^{\circ}26'25''$ West, with all bearings hereon relative thereto;

Thence South $89^{\circ}26'25''$ West along the South line of the Northeast Quarter of said Section 27 a distance of 1,074.84 feet to a point on the Easterly boundary of Lot 1, Block 1, Majestic Commercenter Subdivision Filing No. 3, as recorded at [Reception No. C0557969](#) of the records of the Adams County Clerk and Recorder, said point also being the point of beginning;

Thence along said Easterly line of Lot 1, Block 1, the following two (2) courses:

South $89^{\circ}26'25''$ West a distance of 30.00 feet;

North $00^{\circ}33'35''$ West a distance of 601.50 feet to a point on the Southerly right-of-way line of East 35th Drive as described in the Warranty Deed recorded at Reception No. [20060616000613900](#) of the records of the Adams County Clerk and Recorder;

Thence along said Southerly right-of-way line the following three (3) courses:

North $89^{\circ}26'25''$ East a distance of 122.71 feet to a point of curvature;

Along a curve to the right having a central angle of $34^{\circ}38'08''$, a radius of 100.00 feet, an arc length of 60.45 feet, and a chord that bears South $73^{\circ}14'31''$ East a distance of 59.53 feet to a point of reverse curvature;

Along a curve to the left having a central angle of $114^{\circ}42'54''$, a radius of 58.00 feet, an arc length of 116.12 feet, and a chord that bears North $66^{\circ}43'27''$ East a distance of 97.67 feet to a point on the Southerly boundary of Lot 3, Block 1, Majestic Commercenter Subdivision Filing No. 5, as recorded at [Reception No. 2006000737700](#) of the records of the Adams County Clerk and Recorder;

Thence North $89^{\circ}26'25''$ East along said Southerly boundary of Lot 3, Block 1, and the Easterly extension thereof, a distance of 604.84 feet;

Thence South $00^{\circ}33'35''$ East a distance of 873.77 feet;

Thence South $89^{\circ}26'25''$ West a distance of 735.00 feet to a point on a curve on the right-of-way line of East 34th Drive as dedicated by the Plat of Majestic Commercenter Subdivision Filing No. 1, as recorded at [Reception No. 1996030174252](#) of the records of the Adams County Clerk and Recorder;

Thence along said right-of-way line of East 34th Drive the following two (2) courses:

Along a non-tangent curve to the left having a central angle of $121^{\circ}11'54''$, a radius of 58.00 feet, an arc length of 122.69 feet, and a chord that bears North $59^{\circ}51'57''$ West a distance of 101.06 feet to a point of reverse curvature;

Along a curve to the right having a central angle of $14^{\circ}04'41''$, a radius of 100.00 feet, an arc length of 24.57 feet, and a chord that bears South $66^{\circ}34'26''$ West a distance of 24.51 feet to a point on said Easterly boundary of Lot 1, Block 1, Majestic Commercenter Subdivision Filing No. 3;

Thence North $00^{\circ}33'35''$ West along said Easterly boundary of Lot 1, Block 1 a distance of 210.21 feet to the point of beginning, County of Adams, State of Colorado.

NOTE: THE ABOVE LEGAL DESCRIPTION IS SUBJECT TO CHANGE UPON REVIEW AND RECORDATION OF MAJESTIC COMMERCENTER SUBDIVISION FILING NO. 11.

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. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
6. All taxes and assessments, now or heretofore assessed, due or payable.
7. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Colorado-Wyoming Gas Company
Purpose: gas and oil pipelines
Recording Date: February 20, 1950
Recording No: [Book 389 at Page 453](#)
Affects the NE1/4 of the NE1/4 of Section 26

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

Granted to: Colorado-Wyoming Gas Company
Purpose: oil and gas pipelines
Recording Date: December 3, 1968
Recording No: [Book 638 at Page 43](#)
Affects the NE1/4 of NE1/4 Section 26

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

Recording Date: October 10, 1973
Recording No.: [Book 1893 at Page 166](#)
Affects Sections 26 and 27

Note: First Amendment recorded October 14, 1980 in [Book 2499 at Page 493](#).

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

Granted to: the City of Aurora
Purpose: water, sewer and storm drainage lines
Recording Date: May 21, 1974
Recording No: [Book 1931 at Page 407](#)
Affects both Sections 26 and 27

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

Granted to: American Steel Building Company
Purpose: ingress and egress
Recording Date: June 22, 1980
Recording No: [Book 2424 at Page 452](#)
Affects Sections 26 and 27

13. Covenants, conditions and restrictions 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 in the Declaration of Covenants, Conditions, Restrictions and Lien for Aurora Business Center, a Planned Business Center

Recording Date: February 11, 1980
Recording No: [Book 2429 at Page 334](#)

Note: As further affected by the following recorded instruments:

Notice of Addition of Territory recorded March 21, 1980 in [Book 2439 at Page 990](#).
Notice of Addition of Territory and Modification recorded July 2, 1980 in [Book 2469 at Page 682](#).
Amendment to Notice of Addition of Territory recorded August 13, 1980 in [Book 2481 at Page 578](#).
Modification of Declaration recorded January 29, 1981 in [Book 2526 at Page 909](#).
Notice of Designation of Address recorded May 29, 1981 in [Book 2557 at Page 918](#).
Modification recorded October 6, 1981 in [Book 2591 at Page 679](#).
Modification recorded December 23, 1981 in [Book 2611 at Page 311](#).
Modification recorded June 19, 1986 in [Book 3160 at Page 503](#).
Amended and Restated Declaration of Covenants, Conditions, Restrictions and Lien and Notice of Addition of Territory for Majestic Commercenter recorded May 26, 1998 in [Book 5342 at Page 833](#).
First Amendment recorded July 3, 2017 at [Reception No. 2017000056742](#).

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

Granted to: Public Service Company of Colorado
Purpose: public utilities
Recording Date: June 16, 1981
Recording No: [Book 2562 at Page 722](#)
Affects Sections 26 and 27

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

Granted to: the City of Aurora
Purpose: water, sewer and storm drainage lines
Recording Date: August 6, 1981
Recording No: [Book 2576 at Page 740](#)
Affects Section 26

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

Granted to: the City of Aurora
Purpose: water, sewer and storm drainage lines
Recording Date: August 6, 1981
Recording No: [Book 2576 at Page 744](#)
Affects Section 26

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

Granted to: the City of Aurora
Purpose: water, sewer and storm drainage lines
Recording Date: August 6, 1981
Recording No: [Book 2576 at Page 746](#)
Affects Section 26

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

Granted to: the City of Aurora
Purpose: water, sewer and storm drainage lines
Recording Date: October 6, 1983
Recording No: [Book 2798 at Page 320](#)
Affects Section 26

19. Terms, conditions, provisions, agreements and obligations contained in the Air Rights Covenant in favor of the City of Aurora, State of Colorado and the United States of America as set forth below:

Recording Date: July 11, 1986
Recording No.: [Book 3170 at Page 559](#)
Affects Section 26

20. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Gateway Park Metropolitan District, as evidenced by instrument(s) recorded December 6, 1995 in [Book 4640 at Page 166](#)
Affects Sections 26 and 27.

21. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the E-470 Public Highway Authority, as evidenced by instrument(s) recorded December 19, 1995 at [Book 4646 at Page 971](#).
Affects Section 26

22. Terms, conditions, provisions, agreements and obligations contained in the General Development Plan for Majestic Commercenter, a Master Planned Industrial Park as set forth below:

Recording Date: June 26, 1997
Recording No.: [Reception No. C0293475](#)
Affects Sections 26 and 27

Note: First Amendment recorded January 22, 1998 at [Reception No. C0356497](#).

Note: Re-recording of the first page of the First Amendment recorded October 6, 1998 at [Reception No. C0452315](#).

Note: Second Amendment recorded July 11, 2000 at [Reception No. C0688515](#).

23. Subject to the easement rights in favor of the Public Service Company of Colorado as set forth in the Rule and Order of the District Court of Adams County as Case No. 96-CV-108, Division C, recorded March 9, 2000 in [Book 6059 at Page 375](#). Affects Sections 26 and 27.

24. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Commercenter Metropolitan District, as evidenced by instrument(s) recorded January 24, 2001 at [Reception No. C0753658](#) and recorded February 28, 2001 at [Reception No. C0766168](#).
Affects Sections 26 and 27.

25. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Himalaya Water and Sanitation District, as evidenced by instrument(s) recorded February 28, 2001 at [Reception No. C0766169](#).
Affects Sections 26 and 27

Note: Corrected Order of Inclusion recorded February 28, 2001 at [Reception No. C0766170](#).

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

Granted to: the City of Aurora
Purpose: utilities
Recording Date: October 7, 2015
Recording No: [Reception No. 2015000084137](#)
Affects the parcel partially located in Sections 26 and 27 along the North line, lying West of Himalaya Road

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

Granted to: Public Service Company of Colorado
Purpose: utilities
Recording Date: October 17, 2016
Recording No: [Reception No. 2016000088300](#)

28. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2019.15 as set forth below:

Recording Date: June 21, 2019
Recording No.: [Reception No. 2019000048241](#)

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, National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title, National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title, National Commercial Services 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, National Commercial Services 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.

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.

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