

**Fidelity National Title Insurance Company**  
**TITLE REPORT**  
**SCHEDULE A**

**Title Report No:** 00503949-201-T21-DK2

1. **Effective Date:** August 28, 2024 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](#):

**JEN HOLDCO 23 LLC, a Delaware limited liability company**

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

**See Attached Legal Description**

(for informational purposes only) SEC North Picadilly Road and East 6th Avenue, Aurora, CO

## Attached Legal Description

A parcel of land situated in the North half of Section 12, Township 4 South, Range 66 West of the Sixth Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the North Quarter corner of said Section 12 and considering the North line of the Northwest Quarter of said Section 12 to bear North 89°17'33" East, with all bearings contained herein relative thereto;

Thence South 00°25'28" East along the East line of the Northwest Quarter of said Section 12 a distance of 37.00 feet to a line 37.00 feet South of and parallel with the North line of the Northeast Quarter of said Section 12 and the Point of Beginning;

Thence North 89°17'01" East along said parallel line a distance of 534.19 feet to a point of curvature;

Thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet and a chord that bears South 45°42'59" East a distance of 28.28 feet;

Thence South 00°42'59" East a distance of 661.84 feet to a point of curvature;

Thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet and a chord that bears South 44°17'01" West a distance of 28.28 feet;

Thence South 89°17'01" West a distance of 1,058.60 feet to a point of curvature;

Thence along a curve to the left having a central angle of 24°04'21", a radius of 490.00 feet, an arc length of 205.87 feet and a chord that bears South 77°14'50" West a distance of 204.36 feet;

Thence South 65°12'40" West a distance of 132.81 feet to a point of curvature;

Thence along a curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet and a chord that bears North 69°47'20" West a distance of 28.28 feet;

Thence North 24°47'20" West a distance of 158.77 feet to a point of curvature;

Thence along a curve to the left having a central angle of 10°51'22", a radius of 534.00 feet, an arc length of 101.18 feet and a chord that bears North 30°13'02" West a distance of 101.03 feet;

Thence North 35°38'43" West a distance of 58.32 feet to a point of curvature;

Thence along a curve to the right having a central angle of 34°56'16", a radius of 391.00 feet, an arc length of 238.42 feet and a chord that bears North 18°10'35" West a distance of 234.75 feet;

Thence North 00°42'27" West a distance of 269.05 feet to a point of curvature;

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 and a chord that bears North 44°17'33" East a distance of 21.21 feet to a line 37.00 feet South of and parallel with said North line of the Northwest Quarter of Section 12;

Thence North 89°17'33" East along said parallel line a distance of 1,075.26 feet to the Point of Beginning.

Legal Description Prepared By:

\_\_\_\_\_, Surveyor  
\_\_\_\_\_, For and on behalf of  
\_\_\_\_\_, Address  
\_\_\_\_\_, Phone #  
\_\_\_\_\_, Dated

For Informational Purposes:

Tax ID Nos.: 1975-12-2-00-020 / 035558860  
1975-12-2-00-021 / 035558886  
1975-12-1-00-035 / 035558908

## 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. Reservations contained in the Patent:

From: The United States of America  
To: Michael W. Davis  
Recording Date: April 18, 1895  
Recording No.: [COCOAA No. 073028](#), BLM Records

Which among other things recites as follows:

A right of way thereon for ditches or reservoirs constructed by the authority of the United States of America.

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.

9. Reservations contained in the Patent:

From: The United States of America  
To: Michael W. Davis  
Recording Date: December 12, 1890  
Recording No.: [COCOAA No. 072962](#), BLM Records

Which among other things recites as follows:

A right of way thereon for ditches or reservoirs constructed by the authority of the United States of America.

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.

10. 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: Telephone and Telegraph Lines and Fixtures

Recording Date: March 19, 1929  
Recording No.: [Book 278 Page 324](#)

11. Any taxes or assessments by reason of the inclusion of the Land in the Sable-Altura Fire Protection District:

Recording Date: October 5, 1972  
Recording No.: [Book 2064 Page 548](#)

Order of Court Excluding Certain Territory from the Sable Altura Fire Protection District:

Recording Date: October 18, 1996  
Recording No.: [Reception No. A6134319](#)

12. Terms, conditions, provisions, agreements and obligations contained in the School Site Agreement as set forth below:

Recording Date: March 6, 1991  
Recording No.: [Book 6108 Page 106](#)

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

Recording Date: March 25, 1991  
Recording No.: [Book 6118 Page 207](#)

14. Terms, conditions, provisions, agreements, reservations and obligations contained in the Special Warranty Deed as set forth below:

Recording Date: May 7, 1991  
Recording No.: [Book 6150 Page 787](#)

15. Any taxes or assessments by reason of the inclusion of the Land in the E-470 Public Highway Authority:

Recording Date: December 19, 1995  
Recording No.: [Reception No. A5133863](#)

Amendment to Certificate of Organization for the E-470 Public Highway Authority:

Recording Date: December 19, 1995  
Recording No.: [Reception No. A5133865](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Rule and Order as set forth below:

Recording Date: October 30, 1998  
Recording No.: [Reception No. A8173498](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2000-114 as set forth below:

Recording Date: December 6, 2000  
Recording No.: [Reception No. B0157887](#)

18. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: May 25, 2017  
Recording No.: [Reception No. D7058596](#)

And

Recording Date: May 30, 2017  
Recording No.: [Reception No. D7059400](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Aurora One Master Plan as set forth below:

Recording Date: July 26, 2021  
Recording No.: [Reception No. E1116907](#)

20. All interest in all oil, gas and other mineral rights as reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Recording Date: November 3, 2021  
Recording No.: [Reception No. E1168871](#)

Relinquishment of Surface Rights recorded November 3, 2021 at [Reception No. E1168873](#).

21. Any taxes or assessments by reason of the inclusion of the Land in the Buckley Metropolitan District No. 3, as evidenced by instrument as set forth below:

Recording Date: November 5, 2021  
Recording No.: [Reception No. E1170433](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Resolution Concerning the Imposition of Capital Facilities Fee as set forth below:

Recording Date: November 30, 2021  
Recording No.: [Reception No. E1181894](#)

23. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option Agreement as set forth below:

Recording Date: September 6, 2023  
Recording No.: [Reception No. E3061433](#)

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

### **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