

SCHEDULE A

Title Report No.: 450-HS0814446-412

1. **Effective Date:** March 1, 2023 at 12:00 AM
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:
 VR Sliceroo, LLC, a Colorado limited liability company
4. The land referred to in this Title Report is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
 (for informational purposes only) Chambers and Hess Lots 8, 9 and 10A, Parker, CO 80134

EXHIBIT "A"
Legal Description

LOTS 8, 9 AND 10A,
DOUGLAS 234 FILING 6, AMENDMENT 1,
TOWN OF PARKER,
COUNTY OF DOUGLAS,
STATE OF COLORADO.

SCHEDULE B Exceptions

1. Reservations made by Union Pacific Railway Company in deed recorded April 3, 1896 in [Book 10 at Page 460](#) , providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal for same; an any and all assignments thereof or interest therein.

Relinquishment and Quit Claim in connection with the above coal reservation recorded February 6, 2003 at Reception No. [2003015543](#) .
2. Reservations made by United States of America in Deed recorded November 13, 1946 in [Book 98 at Page 339](#) , providing substantially as follows:
Reserving all fissionable materials, together with the right at any and all times to enter upon the lands and prospect for, mine and remove such materials with all necessary and convenient ,means of working and transporting the materials and supplies.
3. An undivided one-half interest in all oil, gas and other minerals as reserved by James H. Cooke and Elsie L. Cooke, recorded August 18, 1972 in [Book 234 at Page 641](#) , and any and all assignments there of or interest therein.
4. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3-69 An Ordinance Amending the Zoning District map of the Town of Parker recorded June 3, 1988 in [Book 795 at Page 539](#) .
5. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2.61 annexing said premises to the Town of Parker recorded June 3, 1988 in [Book 795 at Page 535](#) .
6. Terms, conditions, provisions, agreements and obligations contained in the Finding Judgment and Decree, District Court Water Division No. 1, State of Colorado, Case No. 83CW348(B) August 4, 1997 in [Book 1452 at Page 926](#) .
7. Terms, conditions, provisions, agreements and obligations contained in the Rezoning Ordinance 3.197, Series 2002 recorded August 9, 2002 at Reception No. [2002079051](#) .
8. Douglas 234 Development Plan recorded August 9, 2002 at Reception No. [2002079052](#) and Douglas 234 Filing 1 ? Sketch Plan recorded August 9, 2002 at Reception No. [2002079053](#) .
9. Easements, notes and restriction as shown on the plat of Douglas 234 Filing No. 1 recorded December 11, 2003 at Reception No. [2003174764](#) .
10. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement recorded December 11, 2003 at Reception No. [2003174765](#) .
11. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Douglas 234 Filing 6 recorded April 15, 2021 at Reception No. [2021049799](#) , and Plat Correction recorded July 13, 2021 at Reception No. [2021084768](#) an Douglas 234 Filing 6 Amendment 1 recorded January 21, 2022 at Reception No. [2022004920](#) .
12. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded April 15, 2021 at Reception No.

SCHEDULE B
Exceptions
(continued)

[2021049814](#) .

13. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Public Improvement Fee Covenant for Chambers & Hess Center recorded April 15, 2021 at Reception No. [2021049813](#) , Subordination and Collateral Assignment of Public Improvement Fee Revenues recorded April 15, 2021 at Reception No. [2021049860](#) .
14. Terms, conditions, provisions, agreements and obligations contained in the Temporary Construction Agreement recorded April 16, 2021 at Reception No. [2021050177](#) .
15. 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 and Restrictions (Lots 8, 9, 10 and 11) recorded April 15, 2021 at Reception No. [2021049815](#) .
16. 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 for Chambers & Hess Center Commercial Development recorded April 15, 2021 at Reception No. [2021049816](#) .
17. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement Douglas 234 Filing No. 6 recorded April 15, 2021 at Reception No. [2021049800](#) .
18. Terms, conditions, provisions, agreements, easements and obligations contained in the Water and/or Sewer Main Improvement Agreement for Douglas 234, Filing No. 6 recorded April 15, 2021 at Reception No. [2021049640](#) .
19. Terms, conditions, provisions, agreements and obligations contained in the 50-Foot Non-Exclusive Easement Agreement recorded April 15, 2021 at Reception No. [2021049641](#) .
20. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$3,459,501.00
Trustor/Grantor VR Sliceroo LLC, a Colorado limited liability company
Trustee: Public Trustee of Douglas County
Beneficiary: Alpine Bank, A Colorado Banking Corporation
Recording Date: April 15, 2021
Recording No: [2021049638](#)

Disburser?s Notice in connection with said deed of trust recorded April 15, 2021 at Reception No. [2021049639](#) .

Amendment to Construction Deed of Trust recorded February 28, 2022 at Reception No. [2022014583](#) .

SCHEDULE B
Exceptions
(continued)

21. Financing statement described below

Debtor: VR Sliceroo LLC
Secured Party: Alpine Bank, A Colorado Banking Corporation
Recording Date: April 15, 2021
Recording No: [2021049767](#)

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

Amount: \$175,192.88
Trustor/Grantor VR Sliceroo LLC, a Colorado limited liability company
Trustee: Public Trustee of Douglas County
Beneficiary: Alpine Bank, A Colorado Banking Corporation
Recording Date: April 15, 2021
Recording No: [2021049861](#)

Amendment to Deed of Trust recorded February 28, 2022 at Reception No. [2022014585](#) .

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

Amount: \$150,866.76
Trustor/Grantor VR Sliceroo LLC, a Colorado limited liability company
Trustee: Public Trustee of Douglas County
Beneficiary: Alpine Bank, A Colorado Banking Corporation
Recording Date: April 15, 2021
Recording No: [2021049862](#)

Amendment to Deed of Trust recorded February 28, 2022 at Reception No. [2022014584](#) .

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

Amount: \$194,946.00
Trustor/Grantor VR Sliceroo LLC, a Colorado limited liability company
Trustee: Public Trustee of Douglas County
Beneficiary: Alpine Bank, A Colorado Banking Corporation
Recording Date: April 15, 2021
Recording No: [2021049863](#)

Amendment to Deed of Trust recorded February 28, 2022 at Reception No. [2022014586](#) .

25. Terms, conditions, provisions, agreements and obligations contained in the Restrictive Covenant recorded June 3, 2022 at Reception No. [2022039775](#) .

END OF EXCEPTIONS

SCHEDULE B
Exceptions
(continued)

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

The information set forth herein is based on information supplied to Heritage Title Company - Denver Metro Title by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company - Denver Metro Title assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company - Denver Metro Title 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 Heritage Title Company - Denver Metro Title 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 "B"

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 ABSTRACTOR 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

EXHIBIT "B"

(continued)

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.

LIMITATIONS OF LIABILITY

(continued)

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 DAMAGES.