

(iv) To Seller's knowledge, the Property is free of any right of possession or claim of right of possession of any party other than Seller, and there are no leases or occupancy agreements currently affecting any portion of the Property. Seller will not further sell, encumber, convey, assign, pledge, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor restrict the use of all or any part of the Property, nor take or cause or allow to be taken any action in conflict with this Agreement at any time between the Effective Date and (x) Closing, or (y) the earlier termination of this Agreement pursuant to its terms except for the REA (which Purchaser acknowledges may be recorded by Seller prior to Closing in the forms approved by Purchaser pursuant to the terms of this Agreement). Seller additionally hereby represents and warrants that no rights of first refusal or similar agreements exist in connection with the Property that have been granted by Seller (and, to Seller's actual knowledge, that have been granted by any predecessors in Seller's interest in the Property) that would in any way interfere with Purchaser's ability to purchase the Property as provided herein, or that are in any way in contravention of the spirit and intent of this Agreement.

(v) Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending or threatened that creates a lien or that would become a cloud on the title to the Property or any portion thereof or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any Federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(vi) Seller has no knowledge of, nor has Seller received any written notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against any portion of Seller's Land or Seller that is related to Seller's Land, nor has any such organization, person, individual or governmental agency communicated to Seller anything that Seller believes to be a threat of any such action, litigation or proceeding, and no order or judgment in any prior action, litigation or proceeding at any level is in effect that would adversely affect the Property, or the Project.

(vii) Seller has received no written notice of and has no knowledge of any violations of law, municipal or county ordinances, or other legal requirements with respect to any portion of Seller's Land or with respect to the use, occupancy or construction thereon, including, without limitation, any Environmental Laws (as defined below).

(viii) To Seller's knowledge during Seller's ownership of the Property, (y) there has been no Release (as defined below) of Hazardous Materials (as defined below) at the Property except in compliance with all applicable Environmental Laws (as defined below), and (z) no asbestos-containing materials have been placed or introduced in any