

PULTE BUILDING SALE CONTRACT

the execution and delivery by Purchaser of this Agreement or the performance by Purchaser of its obligations hereunder or any instrument contemplated thereby. Neither the entering into of this Agreement nor the consummation of such sale will constitute a violation or breach by Purchaser of any contract or other instrument to which Purchaser is a party or to which Purchaser is subject or by which any of Purchaser's assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon Purchaser, nor will the said sale result in a violation of any applicable law, order, rule, or regulation of any governmental authority.

9. **Seller's Default.** In the event that, unless due to Purchaser's Default, Seller shall fail to complete Closing under this Agreement or otherwise fail to perform any of its obligations under this Agreement, in each case within the time frames set forth herein, any of which failure is not cured within ten (10) days following written notice from Purchaser, such failure shall be deemed a "Default" hereunder, and Purchaser shall be entitled to terminate this Agreement and to seek specific performance, which shall be Purchaser's sole remedy.

10. **Seller's Representations and Warranties.** In order to induce Purchaser to enter into this Agreement and to purchase the Property, and with full knowledge that Purchaser is relying thereon, Seller hereby warrants and represents to Purchaser, to Seller's actual knowledge (and without inquiry) as follows:

(a) **Power to Perform.** Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement. No consent, waiver, or approval by any other party is required in connection with the execution and delivery by Seller of this Agreement or the performance by Seller of its obligations hereunder or any instrument contemplated thereby. Neither the entering into of this Agreement nor the consummation of such sale will constitute a violation or breach by Seller of any contract or other instrument to which Seller is a party or to which Seller is subject or by which any of Seller's assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon Seller, nor will the said sale result in a violation of any applicable law, order, rule, or regulation of any governmental authority.

(b) **Foreign Person.** Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code and Seller shall execute an affidavit at Closing confirming the accuracy of such representation.

(c) **Hazardous Substances.** Except as disclosed in the NJDEP Case #98-12-14-1014-378 described on Exhibit "B" attached hereto, (hereafter "Pending DEP Case") Seller has no actual knowledge of a discharge at the Property of any hazardous or toxic substance, nor has Seller received any written notice from any governmental authority asserting a violation of any federal, state or local environmental law, ordinance or regulation, nor asserting the need for any investigation with respect to the environmental condition of the Property. With respect to the Pending DEP Case, Seller shall be responsible for any environmental cleanup required by the New Jersey Department of Environmental Protection and any and all costs associated therewith. Seller shall provide Purchaser with any and all documentation associated with the Pending DEP Case.