K Hovnanian® Companies

TERMS AND CONDITIONS — PURCHASE AGREEMENT

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THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE (3) BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS. YOU HAVE ADDITIONAL RESCISSION RIGHTS AS SET FORTH IN THIS AGREEMENT AND IN THE PUBLIC OFFERING STATEMENT.

1. DEPOSITS — All deposits shall be held in escrow (i.e., in trust) in "Society Hill at University Heights III Escrow Account" at Midlantic National Bank, 499 Thornall Street, Edison, NJ 08818, as escrow agent for K. Hovnanian at Newark Urban Renewal Corporation III, Inc. until closing of title or termination of this Contract, or until a bond or other guarantee acceptable to the Division of Housing and Development of the New Jersey Department of Community Affairs is provided. In no event shall the escrow be released prior to the expiration of the seven-day cancellation period. Interest accrued from such deposits shall belong to Seller and shall not be credited towards the purchase price.

2. CLOSING CHARGES—If this is a cash sale, and Buyer desires title search, title examination, title insurance policy, survey, or survey certification, Buyer will pay the costs for same. If this is a mortgage sale, Buyer will pay the expenses in the preceding sentence and also mortgage application fee, credit report, appraisal, mortgage title insurance and any fees or costs required by mortgagee. These fees expressly exclude escrows and prepaid charges incidental to a mortgage closing.

3. ADJUSTMENT—Taxes for the current year, municipal assessments, maintenance fees, utilities, water and sewer charges, and interest, if any, are to be apportioned as of the date of closing. (Taxes will probably not be billed by the City until after the closing.)

4. CLOSING OF TITLE—Closing of title is to take place immediately after completion of the unit at the time, date and place specified by Seller in notice to Buyer but in no event prior to the estimated completion date as stated on the SUMMARY OF BASIC PROVISIONS without Buyer's consent. Completion shall be evidenced by a Certificate of Occupancy issued by the Municipality, which may be a temporary Certificate of Occupancy. Neither Seller nor mortgagee supplies or pays for Buyer's attorney. Buyer may have his own attorney at Buyer's own expense. The Buyer will close title even if all site improvements and other improvements have not been completed. By way of compliance with the Interstate Land Sales Act, the Seller states that this Agreement is for the sale of a condominium unit on improved land which the Seller, if there are no unanticipated circumstances totally outside of the control of the Seller, is obligated to erect within a period of two years. If Buyer is unable or refuses to close on the date and the time specified by Seller as set forth above, at Seller's option, Seller may exercise its rights set forth in paragraph 12 below or have Buyer reimburse Seller at or prior to closing for the total reasonable carrying and administrative costs for postponing the closing to another time, date and place specified by Seller which sum shall not exceed 10% of the total purchase price plus optional upgrades ordered and installed in the Unit. Proceeds of closing are to be paid to Seller only by certified or bank cashiers check. Uncertified attorney's trust account or other checks are not acceptable.

5. TITLE—Seller agrees to deliver a Bargain and Sale Deed with Covenant Against Grantor's Acts, Affidavit of Title, and Corporate Resolution at closing of title. Title shall be good and marketable such as will be insured at regular rates by a reputable title company licensed to do business in the State of New Jersey. The willingness of Eastern Title Agency, Inc., One Industrial Way West, Building B, Eatontown, New Jersey 07724, as agent for First American Title Insurance Company, to insure title to the premises shall constitute good and marketable title. Buyer is not obligated to obtain title insurance from Eastern Title Agency, Inc., which is an affiliate of the Seller.

6. POSSESSION—Possession will be given by delivery of the Deed upon completion of final closing and receipt of the full purchase price by the Seller as provided for in this Agreement, together with all closing costs.

7. BUYER'S REPRESENTATION—Buyer represents that he has received a copy of the Public Offering Statement, the Master Deed and Bylaws (the "Documents") and that he will comply with the terms of the Documents.

8. CHANGES IN PLANS—Seller shall have the right to make substitution of materials, equipment or make design changes whenever Seller shall find it necessary or expedient in its absolute discretion, provided that such substitutions or changes are of comparable or better quality. Furnishings, of course, are not included.

9. FIRE AND OTHER CASUALTY—The risk of loss or damage to the property by fire or otherwise until closing of title is on the Seller.

10. MEMBERSHIP IN SOCIETY HILL AT UNIVERSITY HEIGHTS CONDOMINIUM ASSOCIATION III, INC.—Upon closing of title, Buyer will automatically become a member of Society Hill at University Heights Condominium Association III, Inc. (the "Association"). The Association will provide supervision, fiscal and general maintenance and management for any recreation areas, common areas, and Association owned lands, including the assessing and collection of common expenses, and has the authority to promulgate rules and regulations as to the use of any recreational areas and common areas of the development. At closing of title, Seller shall collect on behalf of the Association a non-refundable maintenance deposit in an amount equal to three (3) months estimated maintenance fees. This deposit will be administered in accordance with the Master Deed and the Bylaws of the Association.

11. LICENSE—The Buyer does hereby authorize and grant to the Seller the irrevocable right to enter into, upon, over or under the premises for a period of two (2) years after the date of closing on prior notice to Buyer and at reasonable hours (except in cases of emergency) for the completion of construction, repair, emergency matters or pursuant to governmental order or requirement. This provision shall survive closing.

12. DEFAULT OF BUYER—Should Buyer fail to make payments, violate any of the conditions or covenants or fail, for any reason, to close title (i.e., complete the purchase) according to the terms and conditions of this Agreement, the Buyer will be in default (i.e., will have broken Buyer's promises in this agreement). If the Buyer is in default, the Seller may retain payments made by Buyer, but not more than ten (10%) percent of the purchase price, plus the amount of any options or upgrades installed by Seller. Seller will retain the money either on account of the purchase price or as liquidated damages. Liquidated damages are a fixed amount to be paid to Seller which the parties agree will be a reasonable estimate of the damages in the event of Buyer's default, since Seller's actual damages would be difficult to establish. If Seller elects to retain money as liquidated damages, this contract shall become null and void in which event the Seller agrees to return to Buyer all remaining money, if any.

13. SELLER'S INABILITY TO DELIVER DEED—If Seller's title proves unmarketable, or if Seller does not construct, complete, or convey the dwelling unit referred to in this Agreement within six (6) months of the date specified on the Summary of Basic Provisions as the Estimated Completion Date due to any reason beyond the control of the Seller, Buyer may elect to cancel this Agreement. This must be done by serving written notice of cancellation upon the Seller within fifteen (15) calendar days after the date which is six (6) months following the specified Estimated Completion Date. In the event that Buyer elects to cancel this Agreement as described in the preceding sentence, Seller's sole obligation shall be to return all deposit monies paid under this Agreement, without interest, and reimburse Buyer for the actual cost of title search and survey, if any, within 10 business days of Seller's receipt of Buyer's notice of cancellation pursuant to this paragraph 13 and this contract shall become null and void. If this Agreement is not cancelled as described in this paragraph, then this Agreement shall remain in full force and effect and Seller will not be responsible for any expenses which the Buyer might incur as a result of the delay in closing. The phrase "for any reason beyond the control of the Seller" is hereby defined as including but not limited to any governmental agency's imposition of a moratorium on construction or any such agency's failure to issue or its revocation or suspension of any permits and/or approvals necessary for the Seller to perform its obligation in accordance with the terms of this Agreement.

14. INCREASE IN TOTAL PURCHASE PRICE—If Seller is or will be unable to construct, complete or convey the dwelling unit referred to in this Agreement within six (6) months of the date specified on the Summary of Basic Provisions as the Estimated Completion Date due to any reason beyond the control of the Seller, Seller may increase the Total Purchase Price of the unit in accordance with the terms of this paragraph. The phrase "due to any reason beyond the control of the Seller" is hereby defined as including but not limited to any governmental body or agency's imposition of a moratorium on construction or any such body or agency's failure to issue or its revocation or suspension of any permits and/or approvals necessary for the Seller to perform its obligation in accordance with the terms of this Agreement.

The Seller must give the Buyer written notice of the increase in the Total Purchase Price at least sixty (60) days prior to closing of title. In no event shall any such increase take effect during the six (6) month period following the Estimated Completion Date. If the Buyer does not wish to pay the increase, the Buyer may elect to cancel this Agreement. In order to cancel this Agreement, the Buyer must provide the Seller with written notice. To be effective, the written notice of cancellation must be received by the Seller no more than ten (10) days after the Buyer received notice of the price increase. If a notice of cancellation is not received by the Seller during that ten (10) day period, the Buyer will have agreed to pay the increased Total Purchase Price specified in the notice of increase. The increased Total Purchase Price will be substituted for that specified in the Summary of Basic Provisions. The amount of the increase will be added to the balance due which the Buyer must pay in cash at closing of title.

If the Buyer provides a proper notice of cancellation, the Seller will promptly refund all deposit monies paid, without interest, within 10 business days of Seller's receipt of Buyer's notice of cancellation pursuant to this paragraph 14. When the Buyer has received this refund, neither the Seller nor the Buyer will have any further obligation to one another under this Agreement.

15. ASSIGNMENT—Buyer expressly agrees not to assign, sell or in any manner transfer this Agreement or any right, title and interest in this Agreement.

16. NO CLOUD ON TITLE-LIENS—If the property is subject to a mortgage or other lien (i.e., legal claim) at time of closing of title, the mortgage or other lien shall not constitute a title defect, but may be satisfied from the proceeds of sale.

17. DECORATOR SELECTIONS—Buyer agrees to make decorator, appliance and extra item selections when requested to do so by Seller. If Buyer fails to make such selections within the time period requested by Seller, Buyer hereby agrees that Seller shall make such selections for Buyer and Buyer agrees to accept such selections.

18. WARRANTIES—Seller shall warrant the construction to the Buyer as provided in the New Home Warranty and Builders' Registration Act, N.J.S.A. 46:3B-1 et. seq. (the "Warranty Act"). Seller also warrants the construction of the common facilities for a period of two (2) years from the date of completion of each facility and that they are fit for their intended use. Further, the Seller warrants the following to be free from defects due to material and workmanship for a period of one (1) year from the date of closing: outbuildings, driveways, walkways, patios, retaining walls and fences, if any. Seller also warrants that all drainage is proper and adequate and that offsite improvements, if any, are free from defects for a period of one year from the date of construction. Except as stated in this Agreement, there are no other warranties, express or implied. In particular, there is no implied warranty of fitness for a particular purpose, nor is there any implied warranty of merchantability. While Seller maintains control of the Board of Trustees of the Association, he shall take no action which adversely affects a homeowner's rights under the Warranty Act. Claims relative to defects in common elements shall be processed in accordance with N.J.A.C. 5:25-5.5.

19. ENTIRE AGREEMENT REPRESENTATIONS—This Agreement, any Riders attached to this writing and the Application for Registration filed with the New Jersey Division of Housing and Development contain the entire agreement between the parties. Any modification of this Agreement shall not be binding unless such modification shall be in writing and signed by both the Buyer and an officer of Seller. This Agreement shall be binding upon and inure to the benefit of the parties respective heirs, successors, administrators and executors. Neither this Agreement nor any document referencing this Agreement shall be recorded in any public office; violation of this provision will be deemed a material default of this Agreement.

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20. SITE VISITS—No Buyer nor contractor designated by the Buyer shall be allowed to do any work whatever in any home prior to closing of title. Insurance regulations preclude Buyer entry into homes under construction without being accompanied by Seller's Representative. Visits to a unit under construction are limited to one (1) visit except for the preoccupancy inspection (see paragraph 21, below) prior to closing of title and are not allowed after the commencement of the final finish stage of construction and shall not occur after 11 AM on any weekend day. (All visits shall be by appointment only.) It is expressly agreed that a breach of this paragraph shall constitute a default under this Agreement.

21. PREOCCUPANCY INSPECTION—Seller will specify the time and date for a walk-through inspection of the property by Buyer. This inspection will be conducted on the date of closing or no more than three (3) days prior thereto at Seller's election. Those items which may be required to be completed or repaired in order to satisfy building code or Warranty Act standards will be entered on a preoccupancy inspection report. The listed items will be repaired or completed as soon as possible after closing. Defects in painted surfaces, chipped porcelain, plumbing fixtures, kitchen appliances, countertops, carpeting, flooring, chipped tiles, screens, glass surfaces or similar defects not noted on this walk through for correction are excluded from the Seller's responsibility. It is understood that the listed items shall not constitute a bar to closing of title, and that the closing of title will be held in accordance with this Agreement.

22. CHANGES IN PRICE—Buyer understands that Seller may offer similar units at prices higher or lower than this unit's purchase price.

23. MORTGAGE CONTINGENCY—This Paragraph 23 is applicable only if a "Mortgage Amount" is filled in on the SUMMARY OF BASIC PROVISIONS. Buyer represents to Seller that he is in need of a mortgage to complete this transaction. Within ten (10) business days of the date on which this Agreement is fully executed, the Buyer shall make application for a mortgage commitment to an institutional lender (i.e., bank, mortgage company, savings and loan association or other financial institution which issues mortgage loans). This Agreement is contingent upon Buyer obtaining a written mortgage commitment no later than the Mortgage Contingency date, for not more than the mortgage amount stated in the SUMMARY OF BASIC PROVISIONS, at the prevailing rate of interest based upon a payment term of not less than 30 years. Seller reserves the right, in its sole discretion, to extend the Mortgage Contingency date for a period of up to 45 days beyond the original Mortgage Contingency date.

If requested by Seller, Buyer shall complete and execute an application for a mortgage loan and leave it with Seller, together with a $300.00 standby mortgage application fee, which shall be designated a "Standby Mortgage Application". The Standby Mortgage Application and fee shall be delivered to Seller within five (5) business days after the Seller's request for same. If Buyer has not obtained a mortgage commitment from its own lender by the Mortgage Contingency Date, or if Buyer requests that the Seller submit the Standby Mortgage Application, then Seller, in its sole discretion, shall be authorized to submit Buyer's Standby Mortgage Application and fee to any lender of Seller's choice, including K. Hovnanian Mortgage of N.J., Inc., an affiliate of Seller. If Buyer gets its own mortgage commitment from its own lender without Seller having submitted the Standby Mortgage Application and fee to any lender or if Seller chooses not to submit the Standby Mortgage Application to any lender, then the $300.00 Standby Mortgage Application fee shall be returned to the Buyer.

The mortgage commitment to be issued hereunder may be for any type of mortgage in use in the State of New Jersey. The term "prevailing rate of interest" is defined to mean the rate (as of the date of closing of title) charged by any institutional lender doing business in the state of New Jersey. The Buyer shall timely and fully comply with all the requests of the mortgage lender in order to determine if Buyer qualifies for such mortgage loan. Buyer shall not withdraw any loan application, or refuse any reasonable commitment offered to Buyer and shall pay any and all fees and charges in connection with such application and commitment. Seller shall have no obligation to pay any fees, costs, points or other charges in connection with Buyer's mortgage commitment, unless agreed to in writing by Seller. Buyer hereby authorizes Buyer's lending institution to release to Seller, upon Seller's request, all information contained in and regarding Buyer's mortgage loan application. In the event that Buyer receives a mortgage commitment containing conditions or contingencies for which Buyer is responsible, it shall be the Buyer's obligation to satisfy such conditions or contingencies so that closing of title can take place in accordance with paragraph 4 of this Agreement. Failure of Buyer to satisfy such conditions or contingencies shall be deemed a default by Buyer. If Buyer receives a mortgage commitment containing the contingency that Buyer must sell or lease Buyer's present residence or property, and Buyer fails to satisfy such contingency and subsequently fails to complete the purchase of the unit in accordance with this Agreement, then Buyer shall be in default of this Agreement.

If this Paragraph 23 is applicable, Buyer represents that his funds available for closing will include a minimum of five (5%) percent of the purchase price from Buyer's personal funds and that Buyer will have the difference between the purchase price and any mortgage amount to be obtained available for closing. For purposes hereof, "Buyer's personal funds" shall mean any funds of Buyer other than those received as (1) a loan or (2) a gift which has been received by Buyer within one (1) year of the date of this Agreement. If Buyer is denied a mortgage commitment based upon Buyer's misrepresentations as to the above, (1) such denial shall not allow the Buyer to elect cancellation of this Purchase Agreement and (2) Buyer shall be deemed to have elected to have waived the mortgage contingency and Buyer must go ahead with the purchase (with or without a mortgage) or be deemed to be in default of this Agreement.

If Buyer notifies Seller in a writing Seller receives before the Mortgage Contingency Date that Buyer has not obtained a mortgage commitment, then Buyer shall provide Seller with proof that Buyer timely made application for a mortgage commitment and proof that such application was either denied or is still awaiting determination. Buyer shall also advise Seller in writing whether Buyer: (a) elects to waive (i.e., give up) the mortgage contingency and go ahead with the purchase without a mortgage; or (b) requests cancellation of the Agreement and return of all deposits paid without penalty; or (c) requests an extension of the Mortgage Contingency Date. Any request to extend the Mortgage Contingency Date must be in writing and received by Seller before the Mortgage Contingency Date. No mortgage contingency shall be extended to a new date unless specifically agreed to in writing by Seller before the then current Mortgage Contingency Date is reached.

If Buyer elects to waive the Mortgage Contingency, then the Agreement shall remain in full force and effect without any mortgage contingency and Buyer must go forward with the purchase. If Buyer requests cancellation of the Agreement, then Seller shall have five (5) business days to: (1) agree to return all deposit monies without interest and cancel this Agreement, or (2) direct Buyer to apply for a mortgage commitment consistent with the term, amount, and interest rate criteria as set forth above at a lending institution selected by Seller, and Buyer agrees to execute all documents, timely and fully comply with all reasonable requests of such lender, and pay all reasonable fees and costs in connection with this application, or (3) agree to take back a purchase money mortgage from the Buyer at the then prevailing rate of interest in which case Buyer must go forward with the purchase. In the event a mortgage commitment is not obtained within 60 days from the date of second application or if Seller elects not to take back a mortgage, Seller shall return all deposit monies to the Buyer without interest and this Agreement shall be of no further effect.

FAILURE OF BUYER TO NOTIFY SELLER IN WRITING ON OR BEFORE THE MORTGAGE CONTINGENCY DATE THAT A MORTGAGE COMMITMENT HAS NOT BEEN OBTAINED SHALL CONSTITUTE AN ELECTION BY BUYER TO WAIVE THE MORTGAGE CONTINGENCY AND THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT WITHOUT ANY MORTGAGE CONTINGENCY. THIS MEANS THAT BUYER MUST GO FORWARD WITH THE PURCHASE, EVEN WITHOUT A MORTGAGE. IF BUYER DOES NOT GO FORWARD WITH THE PURCHASE, HE WILL BE IN DEFAULT.

The issuence of a mortgage commitment to Buyer which conforms to the terms set forth above shall constitute full satisfaction of this paragraph 23 and Buyer will be reqired to go forward with the purchase. If the mortgage commitment is later withdrawn.

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cancelled, terminated or if it lapses for any reason, including but not limited to a change in the Buyer's financial status, and Buyer fails to close title, Buyer shall be in default of this Agreement. However, Buyer shall not be in default if the mortgage commitment is cancelled or terminated due to Seller's failure to timely close title in accordance with the terms of this Agreement.

24. Insulation—In compliance with Federal Trade Commission Regulations Rule 16 C F R Part 460, the following information concerning insulation in your Society Hill at University Heights III home is furnished: (A) The Seller installs fiberglass batt type of insulation which is manufactured to have an R value of R-13 in outside walls (the Combined R value of outside wall assembly at the insulation cavity is R-14 where applicable) and R-13 for block or stud walls separating basements and/or garages from finished unit areas (but not for other basement walls and/or garage walls) and R-30 in ceilings below attic space and R-11 between floors. Insulation is not installed between lower and upper floors of townhouse models. (B) For slab on grade floors, the Seller installs 1" rigid foam perimeter insulation, which is manufactured to have a minimum R value of R-5, downward from the top of the slab for a minimum distance of 24 inches or downward to the bottom of the slab then horizontally beneath the slab for a minimum total distance of 24 inches. The primary entrance door is an insulated steel sheathed door and is fully weather stripped. Windows and sliding doors are dual glazed and thermally broken. Anti-air infiltration measures taken include the installation of a sill seal. (C) The manufactured thickness of the above types of insulation is as follows: R-13 is 3 5/8"; R-11 is 3 1/2"; R-30 is 9"; rigid foam perimeter insulation is 1".

25. AFFORDABLE UNITS—Society Hill at University Heights III includes up to 76 residential dwellings which are subject to an affordable housing agreement with the City of Newark. These affordable units have second mortgage and other restrictions which will limit their resale price. The affordable units will pay thirty-three and one-third (33 1/3%) percent of the total individual unit assessment which would have been levied upon all condominium units in Society Hill at University Heights III had such assessment been allocated equally to each and every condominium unit both market and affordable. The owners or residents of the affordable units will be entitled to the same rights and subject to the same rules and regulations, except as provided for in the Master Deed and Bylaws for Society Hill at University Heights III, as the owners or residents of the market units.

26. OWNER/INVESTOR REPRESENTATION—The Seller is seeking to limit the number of non-owner occupied unit purchasers to 20%. Buyers who will not occupy the unit as their primary residence shall be required to deposit 20% of the total purchase price at time of contract execution, while Buyers who will occupy the unit as their primary residence shall deposit 10% of the total purchase price at contract execution. For this Purchase Agreement to be operative, the following affidavit regarding residency must be fully completed, executed and notarized.

27. ATTORNEY REVIEW CLAUSE—

A. **Study by Attorney:** The Buyer or the Seller may choose to have an attorney study this contract. If an attorney is consulted, the attorney must complete his or her review of the contract within a three-day period. This contract will be legally binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproved of the contract.

B. **Counting the Time:** You count the three days from the date of delivery of the signed contract to the Buyer and the Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.

C. **Notice of Disapproval:** If an attorney for the Buyer or the Seller reviews and disapproves of this contract, the attorney must notify the Broker(s) and the Seller within the three-day period. Otherwise this contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) and Seller at the complex's Sales Office (**not** to the below address) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Broker's or Seller's offices. The attorney should also inform the Broker(s) and Seller of any suggested revisions in the contract that would make it satisfactory.

State of New Jersey) ss.
County of Essex)

I, the undersigned Buyer(s), being duly sworn upon my oath under law, hereby state that the unit referenced in this transaction (will) (will not) be occupied as their primary residence upon closing of title. Any misrepresentation or change by the undersigned Buyer(s) as to this fact shall be a material breach of this agreement and shall constitute a default. This representation shall survive closing of title. If the default occurs prior to closing, such default shall result in the forfeiture of all deposits up to 10% of the total purchase price in addition to 100% of options and upgrades installed as liquidated damages and the contract shall be null and void. If the Buyer(s) has represented that he will occupy the unit and fails to do so within thirty (30) days of closing of title, the Seller reserves all rights and remedies at law and in equity, including rescission (i.e., cancellation of the transaction), isasmuch as Buyer's representation that he will occupy the unit was a material reason for Seller having entered into the Contract of Sale.

Buyer: x Barbara Best

Buyer: _____

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THE PUBLIC OFFERING STATEMENT.

NOTICE TO PURCHASERS

YOU HAVE THE RIGHT TO CANCEL THIS CONTRACT OR AGREEMENT BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE DEVELOPER BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY ON WHICH IT IS EXECUTED. SUCH CANCELLATION IS WITHOUT PENALTY, AND ALL MONIES PAID SHALL BE PROMPTLY REFUNDED IN THEIR ENTIRETY.

K. HOVNANIAN AT NEWARK URBAN RENEWAL CORPORATION III, INC.
10 HIGHWAY 35, P.O. BOX 500
RED BANK, NEW JERSEY 07701 (908) 747-7800

x Barbara Best 8/28/94
BUYER DATE

BY: _____ 9/1/94
BUYER DATE DATE

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