

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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*Attorneys For Debtors/ Debtors-in-
Possession John E. Curtin III and Jacqueline
H. Curtin*

In Re:

**JOHN E. CUTRIN, III and
JACQUELINE H. CURTIN,**

Debtors.

Case No.: 16-32503

Chapter 11

Judge: Michael B. Kaplan

**MOTION FOR AN ORDER AUTHORIZING THE SALE OF REAL PROPERTY
KNOWN AS 222 CHICAGO BLVD, SEA GIRT, MONMOUTH COUNTY, NEW
JERSEY FREE AND CLEAR OF LIENS WITH VALID LIENS TO ATTACH TO
PROCEEDS OF SALE**

TO: ALL PARTIES ON THE ANNEXED SERVICE LIST

PLEASE TAKE NOTICE that, the undersigned attorneys for the debtors will move on Tuesday, May 2, 2017 at 10 a.m. in the forenoon, before The Honorable Michael B. Kaplan, U. S. Bankruptcy Judge, at the United States Bankruptcy Court, 402 East State Street, Trenton, New Jersey 08608 for an Order Permitting and Authorizing the Debtor to sell real property located at 222 Chicago Blvd., Sea Girt, Monmouth County, New Jersey free and clear of certain liens, claims and encumbrances, with valid liens to attach to proceeds of sale.

PLEASE TAKE FURTHER NOTICE that the undersigned shall rely upon the accompanying Application in support of said Motion.

PLEASE TAKE FURTHER NOTICE that the Debtors submit herewith no brief or memorandum of law in connection with this motion, there being no disputed questions of law involved. If a disputed question of law should arise on the return date of the cross-motion, the movant further reserves the right to file a brief or memorandum of law in accordance with any time table set by the Court.

PLEASE TAKE FURTHER NOTICE that in accordance with Local Rule 9013-1(f) of the Rules of Procedure governing the practice before the United States Bankruptcy Court for the District of New Jersey, the Debtor waives oral argument of this motion and will not appear unless required by the Court to appear. This motion may be deemed uncontested if no one files written responses and serves same on counsel for the moving party or more.

A proposed form of Order also accompanies this Motion.

Broege, Neumann, Fischer & Shaver, LLC
Attorneys for Debtors

BY: /s/ Timothy P. Neumann
TIMOTHY P. NEUMANN

Dated: April 9, 2017

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DISTRICT OF NEW JERSEY

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In Re:

**JOHN E. CUTRIN, III and
JACQUELINE H. CURTIN,**

Debtors.

Case No.: 16-32503

Chapter 11

Judge: Hon. Michael B. Kaplan

**VERIFIED APPLICATION IN SUPPORT OF MOTION FOR AN ORDER
AUTHORIZING THE SALE OF REAL PROPERTY COMMONLY KNOWN AS 222
CHICAGO BLVD., SEA GIRT, MONMOUTH COUNTY, NEW JERSEY FREE AND
CLEAR OF LIENS WITH VALID LIENS TO ATTACH TO PROCEEDS OF SALE**

The Debtors, John E. Curtin, III and Jacqueline H. Curtin,, by and through their attorneys, hereby makes application for an order authorizing sale of the real property commonly known as 222 Chicago Blvd., Sea Girt, Monmouth County, New Jersey and in support thereof, states:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334.
2. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(N).
3. Venue is proper in this Court pursuant to 28 U.S.C. §§1408 and 1409.
4. On November 27, 2016, John E. Curtin, III and Jacqueline H. Curtin,, filed a Chapter 11 petition with this Court.
5. At the time of the filing of the Chapter 11 petition, the debtors were the owners of real property located at 222 Chicago Blvd., Sea Girt, Monmouth County, New Jersey and

known as Tax Lot 10 in Tax Block 40 of the Tax Map of the Borough of Sea Girt, Monmouth County, New Jersey.(the “Property”).

6. On December 16, 2016, the Court entered an “Order Granting Application to Employ Sitar Realty Company as Realtor.”
7. Sitar Realty Company advertised the Property in multiple listing and Berkshire Hathaway Home Services Signature Properties has found a buyer and the Debtors have entered into a Contract of Sale of the Property for a sale price of \$1,675,000.00, a copy of which is annexed as Exhibit A.
8. The Property is encumbered by the following mortgages and/or other liens recorded in the Monmouth County Clerk’s Office:
 - A. Mortgage John E. Curtin, III and Jacqueline H. Curtin, to Mortgage Electronic Registration Systems, Inc. as nominee for Credit Suisse Financial Corporation, its successors and/or assigned, in the amount of \$999,000.00 dated February 21, 2007 and recorded in the Office of the Monmouth County Clerk on April 5, 2007 in Book 8641, Page 9010 *et seq.*;
 - B. Mortgage John E. Curtin, III to James Hahn dated December 3rd, 2014 and recorded in Monmouth County Clerk’s Office on December 19, 2014 in Book OR-9093, Page 6038 in the amount of \$220,000.00.
 - C. The Tax Collector, Borough of Sea Girt, Monmouth County, New Jersey may have a lien on the Subject Property for unpaid municipal taxes, water and sewer charges.
 - D. The Borough of Sea Girt Municipal Utilities Authority has or may have a lien(s) for unpaid water and/or sewer charges.

9. The following judgments were entered in the Superior Court of New Jersey against the Debtors, and are liens against the Property:

- A. SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-194689-2014
CASE NUMBER: TX 018627-14
DATE ENTERED: 10/16/2014 DATE SIGNED:
TYPE OF ACTION: CERTIF OF DEBT
VENUE: MERCER
DEBT: \$ 16,353.16
CREDITOR(S): **DIVISION OF TAXATION, TAX ID NO +++++842000**
ATTORNEY: PRO SE
DEBTOR(S): JOHN E. CURTIN

- B. SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-194690-2014
CASE NUMBER: TX018628-14
DATE ENTERED: 10/16/2014 DATE SIGNED:
TYPE OF ACTION: CERTIF OF DEBT
VENUE: MERCER
DEBT: \$ 16,353.16
CREDITOR(S): **DIVISION OF TAXATION, TAX ID NO +++++842000**
ATTORNEY: PRO SE
DEBTOR(S): JACQUELINE CURTIN

- C. SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-220566-2015
CASE NUMBER: TX 020111 15
DATE ENTERED: 12/3/2015 DATE SIGNED:
TYPE OF ACTION: CERTIF OF DEBT
VENUE: MERCER
DEBT: \$ 18,345.65
CREDITOR(S): **DIVISION OF TAXATION, TAX ID NO +++++842000**
ATTORNEY: PRO SE
DEBTOR(S): JOHN E. CURTIN

- D. SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-220567-2015
CASE NUMBER: TX 020112 15
DATE ENTERED: 12/3/2015 DATE SIGNED:
TYPE OF ACTION: CERTIF OF DEBT
VENUE: MERCER
DEBT: \$ 18,345.65
CREDITOR(S): **DIVISION OF TAXATION, TAX ID NO +++++842000**

ATTORNEY: PRO SE
DEBTOR(S): JACQUELINE CURTIN

E. SUPERIOR COURT OF NEW JERSEY
JUDGMENT NUMBER: DJ-194691-2014
DATE ENTERED: 10/16/2014 DATE SIGNED:
TYPE OF ACTION: CERTIF OF DEBT
VENUE: MERCER
DEBT: \$ 11,653.42
CREDITOR(S): DIVISION OF TAXATION, TAX ID NO +++++842000
ATTORNEY: PRO SE
DEBTOR(S): JOHN E. CURTIN

10. The Debtors seek to sell the Property free and clear of the judgment liens. None of the judgment creditors have levied upon the Property prepetition and all of the judgment liens are subject to avoidance under section 544(a) of the Bankruptcy Code. Consequently, the Debtor disputes the validity of the judgment liens and will seek to avoid them pursuant to 11 U.S.C. 54(a).
11. Section 363(b) of the Bankruptcy Code (11 U.S.C. §363(b)) provides that the Trustee, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the Estate.” 11 U.S.C. § 363(b).
12. In the Third Circuit, the standards for evaluation and approval of a sale pursuant to Section 363 set forth in the case of In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143 (3rd Cir. 1986). In Abbotts Dairies, the Court is required to find that the purchaser has acted in good faith and that the proposed sale has been arrived at arm’s length and free of fraud, collusion or improper conduct. Abbotts Dairies, 788 F.2d at 147 (citations omitted). While “good faith” is not defined in the Bankruptcy Code, the Third Circuit in Abbotts Dairies has held that the phrase means one who purchase in “good faith” and for “value”. Id.

13. The Third Circuit in Abbotts Dairies then analogized the bona fides of a Section 363(b) purchaser to a buyer at a judicial sale:

The requirement that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

Abbotts Dairies, 788 F.2d at 147 (*quoting Rock Industries*, 572 F.2d at 1198).

14. Finally, the Court noted that "[t]raditionally, courts have held that 'fair and valuable consideration is given in a bankruptcy sale when the purchaser pays 75% of the appraised value of the assets.'" Abbotts Dairies, 788 F.2d at 149 (*quoting Rock Industries*, 572 F.2d at 1198); In re Karpe, 84 B.R. 926, 933 (Bankr. M.D. Pa. 1988).
15. The sale of the Property pursuant to the annexed contract satisfies the "good faith" prong of the Abbotts Dairies test. The Debtors have listed the Property with a licensed real estate broker and exposed it to sale for months prior to the execution of the present contract. The Debtors have fully disclosed and requested the Court's approval of the proposed contract. The Debtors have disclosed all aspects of the sale and there are no agreements or terms which are not included in the written contract that has been annexed hereto. *See In re Colony Hill Assoc.*, 111 F.3d 269 (2d Cir. 1997) (determination of "good faith" is based on traditional equitable principles, including whether there has been full disclosure to the Bankruptcy Court).
16. In addition to the Abbotts Dairies requirements, courts typically require a sound business purpose to sell a debtor's assets. In re Lionel Corp., 722 F.2d 1063 (2d Cir. 1983); In re Delaware & Hudson Railway Co., 124 B.R. 169, 175-76 (D. Del. 1991); In re Titusville Country Club, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991); In re Sovereign Estates, Ltd.,

104 B.R. 702, 704 (Bankr. E.D. Pa. 1989); In re Conroe Forge & Manufacturing Corp., 82 B.R. 781, 783-86 (Bankr. W.D. Pa. 1988); In re Industrial Valley Refrigeration & Air Conditioning Supplies, Inc., 77 B.R. 15, 21 (Bankr. E.D. Pa. 1987).

17. Courts consider the following non-exhaustive list of factors in determining whether a sound business purpose exists: (a) sound business reason for the sale; (b) accurate and reasonable notice; (c) proportionate value of the asset to the estate as a whole (fair and reasonable); (d) the amount of elapsed time since the filing; (e) the likelihood that a plan of reorganization will be proposed and confirmed in the near future; (f) the effect of the proposed disposition on the future plan; (g) the amount of proceeds to be obtained from the sale versus the appraised value of the property sold; and (h) whether the asset is decreasing or increasing in value. Lionel Corp., 722 F.2d at 1071; Delaware & Hudson Railway, 124 B.R. at 176; In re Weatherly Frozen Food Group, Inc., 149 B.R. 480, 483 (Bankr. N.D. Ohio 1992). A debtor's showing of sound business justification need not be unduly exhaustive. Rather, a debtor is "simply required to justify the proposed disposition with sound business reason." In re Baldwin United Corp., 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984).
18. In the instant case, the sale of the Property is grounded upon a sound business purpose. The Property is in foreclosure and the Debtors cannot afford to make the required mortgage payments. Even if the mortgage was modified, which would require the consent of the mortgagee(s) because the Property is the principal residence of the Debtors, the payments would be more than the Debtors could afford.

The Proposed Sale Satisfies the Abbots Dairy Factors

19. The consideration being tendered is fair and reasonable compared to the fair market value

of the property when evaluated under the totality of the circumstances.

20. The Confirmation Order requires the Debtors to sell the Property by June 30 or suffer its loss through foreclosure.
21. The Purchasers are not affiliates of the Debtors and are not related to the Debtors in any manner. The Debtors will not derive any benefit, financial or otherwise, from the sale except to the extent reflected in the Purchase Agreement. Consequently, the Purchasers are “good faith” purchaser under the criteria set forth in In re Abbotts Dairies of Pennsylvania, Inc. 788 F.2d 143 (3rd Cir. 1986).
22. The proceeds of sale will be applied at closing to satisfy the mortgage(s) encumbering the Property pursuant to the terms of the confirmed chapter 11 plan, municipal real estate taxes, and real estate commissions, if any. Other liens, in particular the judgment liens, will attach to the proceeds of sale, and the Property will be sold free and clear of those liens.
23. In order to facilitate the proposed sale, it is essential and a requirement of the proposed sale that the transfer of the Transferred Assets be free and clear of all existing liens, claims and encumbrances other than those liens which shall be satisfied at closing.
24. 11 U.S.C. §363(f) authorizes the sale of property under 11 U.S.C. §363(b)(2) free and clear of liens with such liens to attach to the sale proceeds. That section provides:
 - (a) The Debtor may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate only if-
 - (1) Applicable non-bankruptcy law permits sale of such property free and clear of such interest;
 - (2) Such entity consents;
 - (3) Such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

- (4) Such interest is in bona fide dispute; or
- (5) Such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

25. A sale free and clear of the interest may occur if any one of the specified conditions under §363(f) have been met. *See, Collier on Bankruptcy*, ¶363.06 at 363-43 (15th Rev. Ed. 1999).

26. The judgment liens are subject to avoidance pursuant to section 544(a) of the Bankruptcy Code which confers on the trustee or debtor-in-possession the rights of a levying creditor. Section 544(a)(2) of the Code provides that the trustee, standing in the position of a hypothetical executing judicial lienholder as of the time of the debtor's bankruptcy filing, can avoid certain liens over which she has priority. Priority in this context is determined by state law. *In re Silverman*, 6 B.R. 991, 995 (D.N.J.1980); *In re Visiting Nurse Ass'n of Western Pa.*, 143 B.R. 633, 643 (W.D.Pa.1992), *aff'd*, 986 F.2d 1410 3d Cir.1993); *Farm Credit Bank of St. Louis v. Lucas*, 152 B.R. 244, 246 (C.D.Ill.1993), *rev'd on other grounds*, 18 F.3d 413 (7th Cir.1994). Under New Jersey law, "[p]riority among judgment creditors is determined by the order of their liens of execution." *In re Silverman*, 2 B.R. 326, 330 (Bankr.D.N.J.) (citing *Burg v. Edmondson*, 111 N.J.Super. 82, 85, 267 A.2d 545 (Ch.Div.1970), *aff'd in part and rev'd in part on other grounds*, 6 B.R. 991 (1980)).

27. In light of the foregoing, the Debtors respectfully request that the Court authorize the sale of the Subject Property to Shore Home Builders, Inc., or such other person or entity making a higher or better offer, free and clear of all liens (except municipal liens), with valid liens, if any, to attach to the proceeds of sale.

28. Debtors also seek relief from the 14-day stay of Bankr. Rule 6004(h) in order to expedite the sale.

Wherefore, the Debtors respectfully request that the Court approve their application for entry of an order authorizing them to sell the Property to the proposed buyer(s) pursuant to the annexed contract (or to such other person(s) who might make a higher and better offer) free and clear of liens, claims and encumbrances, with such liens, claims and encumbrances, to the extent valid, to attach to the proceeds of sale with the same validity and priority as they had attached to the Property.

Respectfully submitted,

Broege, Neumann, Fischer & Shaver, LLC
Attorneys for Debtors-in-Possession
John E. Curtin, III and Jacqueline H. Curtin

By: /s/ Timothy P. Neumann
TIMOTHY P. NEUMANN

VERIFICATION OF FACTUAL STATEMENTS

Jacqueline Curtin, of full age, hereby certifies as follows:

1. I am one of the Debtors in the above-captioned Chapter 11 proceeding.
2. I have read the above application.
3. I hereby certify that the statements of fact contained in the above application are true. I am aware that if the above statements are willfully false, I am subject to punishment.

/s/ Jacqueline Curtin
JACQUELINE CURTIN

Date: April 7, 2017

Exhibit A Page 1 of 14
Consumer Information Statement
Real Estate Relationships in New Jersey

In New Jersey, real estate licensees are required to disclose how they intend to work with buyers and sellers in a real estate transaction. (In rental transactions the terms "buyers" and "sellers" should be read as "tenants" and "landlords," respectively.)

1. **AS A SELLER'S AGENT OR SUBAGENT, I, AS A LICENSEE REPRESENT THE SELLER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE BUYER WILL BE TOLD TO THE SELLER.**
2. **AS A BUYER'S AGENT I AS A LICENSEE, REPRESENT THE BUYER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE SELLER WILL BE TOLD TO THE BUYER.**
3. **AS A DISCLOSED DUAL AGENT I AS A LICENSEE REPRESENT BOTH PARTIES. HOWEVER, I MAY NOT WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.**
4. **AS A TRANSACTION BROKER, I, AS A LICENSEE DO NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION I ACQUIRE FROM ONE PARTY MAY BE TOLD TO THE OTHER PARTY.**

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee. There are four business relationships: (1) seller's agent; (2) buyer's agent; (3) disclosed dual agent; and (4) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller or buyer represented. These four relationships are defined in greater detail below. Please read carefully before making your choice.

SELLER'S AGENT

A seller's agent WORKS ONLY FOR THE SELLER and has legal obligations, called fiduciary duties to the seller. These include reasonable care, undivided loyalty, confidentiality and full disclosure. Seller's agents often work with buyers, but do not represent the buyers. However, in working with buyers a seller's agent must act honestly. In dealing with both parties, a seller's agent may not make any misrepresentation to either party on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose. Seller's agents include all persons licensed with a brokerage firm which has been authorized through a listing agreement to work as the seller's agent. In addition, other brokerage firms may accept an offer to work with the listing broker's firm as the seller's agents. In such cases, those firms and all persons licensed with such firms, are called "subagents". Sellers who do not desire to have their property marketed through subagents should so inform the seller's agent.

BUYER'S AGENT

A buyer's agent WORKS ONLY FOR THE BUYER. A buyer's agent has fiduciary duties to the buyer which include reasonable care, undivided loyalty, confidentiality and full disclosure. However, in dealing with sellers, a buyer's agent must act honestly. In dealing with both parties, a buyer's agent may not make any misrepresentations on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition to the property which a reasonable inspection by the licensee would disclose. A buyer wishing to be represented by a buyer's agent is advised to enter into a separate written buyer agency contract with the brokerage firm which is to work as their agent.

DISCLOSED DUAL AGENT

A disclosed dual agent WORKS FOR BOTH THE BUYER AND THE SELLER. To work as a dual agent, a firm must first obtain the informed written consent of the buyer and the seller. Therefore, before acting as a disclosed dual agent, brokerage firms must make written disclosure to both parties. Disclosed dual agency is most likely to occur when a licensee with a real estate firm working as a buyer's agent shows the buyer properties owned by sellers for whom that firm is also working as a seller's agent or subagent. A real estate licensee working as a disclosed dual agent must carefully explain to each party that, in addition to working as their agent, their firm will also work as the agent for the other party. They must also explain what affects their working as a disclosed dual agent will have on the fiduciary duties their firm owes to the buyer and to the seller. When working as a disclosed dual agent, a brokerage firm must have the express permission of a party prior to disclosing confidential information to the other party. Such information includes the highest price a buyer can afford to pay and the lowest price a seller will accept and the parties' motivation to buy or sell. Remember, a brokerage firm acting as a disclosed dual agent will not be able to put one party's interests ahead of those of the other party and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party. If you decide to enter into an agency relationship with a firm which is to work as a disclosed dual agent, you are advised to sign a written agreement with that firm.

TRANSACTION BROKER

The New Jersey Real Estate Licensing Law does not require licensees to work in the capacity of an "agent" when providing brokerage services. A transaction broker works with a buyer or a seller or both in the sales transaction without representing anyone. A TRANSACTION BROKER DOES NOT PROMOTE THE INTERESTS OF ONE PARTY OVER THOSE OF THE OTHER PARTY TO THE TRANSACTION. Licensees with such a firm would be required to treat all parties honestly and to act in a competent manner, but they would not be required to keep confidential information. A transaction broker can locate qualified buyers for a seller or suitable properties for a buyer. They can then work with both parties in an effort to arrive at an agreement on the sale or rental of real estate and perform tasks to facilitate the closing of a transaction. A transaction broker primarily serves as a manager of the transaction, communicating information between the parties to assist them in arriving at a mutually acceptable agreement and in closing the transaction, but cannot advise or counsel either party on how to gain an advantage at the expense of the other party. Owners considering working with transaction brokers are advised to sign a written agreement with that firm which clearly states what services that firm will perform and how it will be paid. In addition, any transaction brokerage agreement with a seller or landlord should specifically state whether a notice on the property to be rented or sold will or will not be circulated in any or all Multiple Listing System(s) of which that firm is a member. **YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE BUSINESS RELATIONSHIPS FROM YOUR OWN LAWYER. THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

ACKNOWLEDGEMENT

For the Sellers and Landlords: By signing this Consumer Information Statement, I acknowledged that I received this Statement from _____ prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives.

SELLER / LANDLORD: _____

DATE: 3-7-17

John E. Curtin

For the Buyers and Tenants: By signing this Consumer Information Statement, I acknowledged that I received this Statement from _____ prior to discussing my motivation or financial ability to buy or lease with one of its representatives.

BUYER / TENANT: Anthony Garofalo
20170304102606567 Shore Home Builders Inc

DATE: 03/04/2017

DECLARATION OF BUSINESS RELATIONSHIP: I, Anthony Garofalo, as an authorized representative of RE/MAX Signature Properties, intend as of this time to work with you as a **(CHECK ONE)** Seller's Agent Only; Buyer's Agent Only; Seller's Agent and Disclosed Dual Agent if the opportunity arises; Buyer's Agent and Disclosed Dual Agent if the opportunity arises; Transaction Broker Only; Seller's Agent on properties on which this firm is acting as the seller's agent and transaction broker on other properties

NOTICE
TO BUYER AND SELLER
READ THIS NOTICE BEFORE SIGNING THE CONTRACT

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

1) As a real estate broker, I represent: the seller, not the buyer; the buyer, not the seller;
 both the seller and the buyer; neither the seller nor the buyer.

The title company does not represent either the seller or the buyer.

2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.

3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.

4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.

6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.

7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

SELLER	John E. Curtin	DATE	3.7.17	Anthony Garofalo	03/04/2017
SELLER	Jacqueline Curtin	DATE	<i>Jacqueline Curtin 3/17</i>	20170304102606767	Shore Home Builders Inc
SELLER		DATE		BUYER	DATE
SELLER		DATE		BUYER	DATE
SELLER		DATE		BUYER	DATE
Listing Broker	Helena Loelius			Anthony Garofalo	
Selling Broker					

Prepared by: Anthony Garofalo

Name of Real Estate Licensee



STATEWIDE NEW JERSEY REALTORS® STANDARD FORM
OF REAL ESTATE SALES CONTRACT

©2016 New Jersey REALTORS®, Inc.

THIS FORM MAY BE USED ONLY IN THE SALE OF A ONE TO FOUR-FAMILY RESIDENTIAL PROPERTY
OR VACANT ONE-FAMILY LOTS. THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS
PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE 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.

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1. PARTIES AND PROPERTY DESCRIPTION:

Shore Home Builders Inc ("Buyer"), _____, ("Buyer"),
_____, ("Buyer"), _____, ("Buyer"),

whose address is/are _____ 300 West concourse

Neptune NJ 07753

AGREES TO PURCHASE FROM

John E.Curtin ("Seller"), Jacqueline Curtin, ("Seller"),
_____, ("Seller"), _____, ("Seller"),

whose address is/are _____ 222 Chicago Blvd

Sea Girt NJ 08750

THROUGH THE BROKER(S) NAMED IN THIS CONTRACT AT THE PRICE AND TERMS STATED BELOW, THE
FOLLOWING PROPERTY:

Property Address: _____ 222 Chicago Blvd

shown on the municipal tax map of _____ Sea Girt County _____ Monmouth

as Block _____ Lot _____ (the "Property").

THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.

2. PURCHASE PRICE:

TOTAL PURCHASE PRICE	\$ 1,675,000.00
INITIAL DEPOSIT	\$ 0.00
ADDITIONAL DEPOSIT	\$ 20,000.00
MORTGAGE	\$ N/A
BALANCE OF PURCHASE PRICE	\$ 1,655,000.00

51 **3. MANNER OF PAYMENT:**

52 (A) **INITIAL DEPOSIT** to be paid by Buyer to Listing Broker Participating Broker Buyer's Attorney Title Company
53 Other None, on or before _____ (date) (if left blank, then within five (5)
54 business days after the fully signed Contract has been delivered to both Buyer and the Seller).

55 (B) **ADDITIONAL DEPOSIT** to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below
56 on or before Upon Acceptance (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been
57 delivered to both the Buyer and the Seller).

58 (C) **ESCROW:** All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST
59 BEARING TRUST ACCOUNT of Buyers Attorney, ("Escrowee"), until the Closing, at which time all
60 monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed
61 in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may
62 place the deposit monies in Court requesting the Court to resolve the dispute.

63 **(D) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE:**

64 If payment of the purchase price requires a mortgage loan other than by Seller or other than assumption of Seller's mortgage,
65 Buyer shall apply for the loan through any lending institution of Buyer's choice in writing on lender's standard form within ten (10)
66 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
67 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract,
68 and use best efforts to obtain it. Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize
69 the lender to communicate with the real estate brokers(s) and involved attorney(s). Buyer shall obtain a written commitment from the
70 lending institution to make a loan on the property under the following terms:

71 Principal Amount \$ N/A Type of Mortgage: VA FHA Conventional Other N/A
72 Term of Mortgage: N/A years, with monthly payments based on a N/A year payment schedule.

73 The written mortgage commitment must be delivered to Seller's agent, who is the Listing Broker identified in Section 30, and Seller's
74 attorney, if applicable, no later than N/A (date) (if left blank, then within thirty (30) calendar days after
75 the attorney-review period is completed, or if this Contract is timely disapproved by an attorney as provided in the Attorney-Review
76 Clause Section of this Contract, then within thirty (30) calendar days after the parties agree to the terms of this Contract). Thereafter,
77 if Buyer has not obtained the commitment, then either Buyer or Seller may void this Contract by written notice to the other party and
78 Broker(s) within ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later. If this
79 Contract is voided, the deposit monies paid by Buyer shall be returned to Buyer notwithstanding any other provision in this Contract,
80 provided, however, if Seller alleges in writing to Escrowee within said ten (10) calendar days of the commitment date or any extension of
81 the commitment date, whichever is later, that the failure to obtain the mortgage commitment is the result of Buyer's bad faith, negligence,
82 intentional conduct or failure to diligently pursue the mortgage application, then Escrowee shall not return the deposit monies to Buyer
83 without the written authorization of Seller.

84 (E) **BALANCE OF PURCHASE PRICE:** The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's
85 check or trust account check.

86 Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on 5/1/2017
87 (date) at the office of Buyer's closing agent or such other place as Seller
88 and Buyer may agree ("the Closing").

89 **4. SUFFICIENT ASSETS:**

90 Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets, together with the mortgage loan proceeds, to
91 complete the Closing. Should Buyer not have sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall
92 be entitled to any remedies as provided by law.

93 **5. ACCURATE DISCLOSURE OF SELLING PRICE:**

94 Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and
95 Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other governmental agencies as
96 required by law.

97 **6. ITEMS INCLUDED IN SALE:**

98 The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings and fencing, gas and electric
99 fixtures, cooking ranges and ovens, hot water heaters, flooring, screens, storm sashes, shades, blinds, awnings, radiator covers, heating
100 apparatus and sump pumps, if any, except where owned by tenants, are included in this sale. All of the appliances shall be in working
101 condition.

111 order as of the Closing. Seller does not guarantee the condition of the appliances after the Deed and affidavit of title have been delivered
112 to Buyer at the Closing. The following items are also specifically included (If reference is made to the MLS Sheet and/or any other
113 document, then the document(s) referenced should be attached.):
114
115
116
117

118 **7. ITEMS EXCLUDED FROM SALE:** (If reference is made to the MLS Sheet and/or any other document, then the document(s)
119 referenced should be attached.):
120
121
122
123

124 **8. DATES AND TIMES FOR PERFORMANCE:**

125 Seller and Buyer agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy
126 the terms of this Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this
127 Contract or required by applicable law, including but not limited to if the Closing has to be delayed either because a lender does not timely
128 provide documents through no fault of Buyer or Seller or for three (3) business days because of the change of terms as required by the
129 Consumer Financial Protection Bureau.
130

131 **9. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE:**

132 Seller makes no representations concerning existing zoning ordinances, except that Seller's use of the Property is not presently in violation
133 of any zoning ordinances.
134

135 Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property,
136 Seller shall obtain it at Seller's expense and provide to Buyer prior to Closing and shall be responsible to make and pay for any repairs
137 required in order to obtain the Certificate or Letter. However, if this expense exceeds \$ N/A (if left blank, then 1.5% of the purchase
138 price) to Seller, then Seller may terminate this Contract and refund to Buyer all deposit monies plus Buyer's reasonable expenses,
139 if any, in connection with this transaction unless Buyer elects to make repairs in excess of said amount at Buyer's expense, in which event
140 Seller shall not have the right to terminate this Contract. In addition, Seller shall comply with all New Jersey laws, and local ordinances,
141 including but not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, the cost of which shall
142 be paid by Seller and not be considered as a repair cost.
143

144 **10. MUNICIPAL ASSESSMENTS:** (Seller represents that Seller has has not been notified of any such municipal assessments as
145 explained in this Section.)
146

147 Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as
148 assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all
149 unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the
150 Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An
151 unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against
152 the Property.
153

154 **11. QUALITY AND INSURABILITY OF TITLE:**

155 At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory
156 to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12, of this
157 Contract. The Deed shall contain the full legal description of the Property.
158

159 This sale will be subject to utility and other easements and restrictions of record, if any, and such state of facts as an accurate survey
160 might disclose, provided such easement or restriction does not unreasonably limit the use of the Property. Generally, an easement is a
161 right of a person other than the owner of property to use a portion of the property for a special purpose. A restriction is a recorded
162 limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however,
163 if any easement, restriction or facts disclosed by an accurate survey would substantially interfere with the use of the Property for
164 residential purposes. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title
165 company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that
166 the ordinances do not render title unmarketable.
167

168 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business
169 in New Jersey, subject only to the claims and rights described in this section and Section 12. Buyer agrees to order a title insurance
170 commitment (title search) and survey, if required by Buyer's lender, title company or the municipality where the Property is located,
171

171 and to furnish copies to Seller. If Seller's title contains any exceptions other than as set forth in this section, Buyer shall notify Seller
172 and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the best of Seller's
173 knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the Property
174 as a Single Family family residential dwelling. Seller represents that all buildings and other improvements on the Property are
175 within its boundary lines and that no improvements on adjoining properties extend across boundary lines of the Property.
176

177 If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase
178 price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall
179 be returned to Buyer, together with the actual costs of the title search and the survey and the mortgage application fees in preparing for
180 the Closing without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.
181

182 **12. POSSESSION, OCCUPANCY AND TENANCIES:**

183 **(A) Possession and Occupancy.**

184 Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or
185 profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right
186 affecting the Property from the proceeds of this sale at or before the Closing.
187

188 **(B) Tenancies.** Applicable Not Applicable

189 Occupancy will be subject to the tenancies listed below as of Closing. Seller represents that the tenancies are not in violation of any
190 existing Municipal, County, State or Federal rules, regulations or laws. Seller agrees to transfer all security deposits to Buyer at the Closing
191 and to provide to Brokers and Buyer a copy of all leases concerning the tenancies, if any, along with this Contract when it is signed by
192 Seller. Seller represents that such leases can be assigned and that Seller will assign said leases, and Buyer agrees to accept title subject to
193 these leases.
194

TENANT'S NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM

201 **(A) Document Acknowledgement.**

202 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of a
203 document entitled "Disclosure of Information and Acknowledgement Lead-Based Paint and Lead-Based Paint Hazards" has been fully
204 completed and signed by Buyer, Seller and Broker(s) and is appended to" and made a part of this Contract.
205

206 **(B) Lead Warning Statement.**

207 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
208 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
209 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
210 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest
211 in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or
212 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for
213 possible lead-based paint hazards is recommended prior to purchase.
214

215 **(C) Inspection.**

216 The law requires that, unless Buyer and Seller agree to a longer or shorter period, Seller must allow Buyer a ten (10) day period
217 within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the
218 right to waive this requirement in its entirety.
219

220 This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk
221 assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and obtained by Buyer at
222 Buyer's expense within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an
223 attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) days after the parties agree to
224 the terms in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint hazard is present
225 at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or lead-based paint
226 hazard is present at the Property, this contingency clause will terminate at the time set forth above unless, within five (5) business days from
227 the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller
228 and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment")
229 and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment")
230

231 to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller
232 agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies
233 have been corrected, before the Closing. Seller shall have N/A (if left blank, then 3) business days after receipt of the Amendment to
234 sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or fails to
235 offer a counter-proposal, this Contract shall be null and void. If Seller offers a counter-proposal, Buyer shall have N/A (if left
236 blank, then 3) business days after receipt of the counter-proposal to accept it. If Buyer fails to accept the counter-proposal within the time
237 limit provided, this Contract shall be null and void.

238 **14. POINT-OF-ENTRY TREATMENT ("POET") SYSTEMS:** Applicable Not Applicable

239 A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a
240 structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing
241 well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation
242 Fund Claims Program, N.J.S.A. 58:10-23.11, et seq. The Buyer understands that Buyer will not be eligible to receive any such funds for the
243 continued maintenance of the POET system. Pursuant to N.J.A.C. 7:1J-2.5(c), Seller agrees to notify the Department of Environmental
244 Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.

245 **15. CESSPOOL REQUIREMENTS:** Applicable Not Applicable

246 **(This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C. 7:9A-3.16.)** Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if
247 this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located,
248 the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real
249 property transfer, except in limited circumstances.

250 (A) Seller represents to Buyer that no Cesspool is located at or on the Property, or one or more Cesspools are located at or on the
251 Property. **[If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]**

252 1. Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools
253 located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all
254 the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of
255 Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with
256 respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot
257 be installed at the Property, then Seller shall notify Buyer in writing within three (3) business days of its receipt of the Administrative
258 Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the
259 Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing
260 within seven (7) business days of receipt of the notice from Seller. If Buyer fails to timely void this Contract, Buyer shall have waived its
261 right to cancel this Contract under this paragraph, and Seller shall install the Alternate System and, at or prior to the Closing, deliver
262 to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative
263 Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the Closing; or
264

265 2. Buyer agrees that, at its sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools
266 located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an Alternate
267 System. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including
268 but not limited to reasonable attorneys' and experts' fees) arising from Buyer's violation of this paragraph. This paragraph shall survive
269 the Closing.

270 (B) If prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed by Seller
271 at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later
272 than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such
273 event, the parties in good faith shall agree, no later than seven (7) business days after sending or receiving the written notice of the newly
274 identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above
275 or such other agreement as satisfies the Standards, or either party may terminate this Contract.

276 **16. INSPECTION CONTINGENCY CLAUSE:**

277 **(A) Responsibilities of Home Ownership.**

278 Buyer and Seller acknowledge and agree that, because the purchase of a home is one of the most significant investments a person can
279 make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the
280 Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act
281 they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the multitude
282 of structural, topographical and environmental components of this Property. For example, and not by way of limitation, Brokers and
283 salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating physical defects, including

291 structural defects, roof, basement, mechanical equipment, such as heating, air conditioning, and electrical systems, sewage, plumbing,
292 exterior drainage, termite, and other types of insect infestation or damage caused by such infestation. Moreover, Brokers and salespersons
293 similarly have no special training, knowledge or experience with regard to evaluation of possible environmental conditions which might
294 affect the Property pertaining to the dwelling, such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic
295 chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.

296
297 **(B) Radon Testing, Reports and Mitigation.**

298 **(Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It has been**
299 **found in homes all over the United States and is a carcinogen. For more information on radon, go to www.epa.gov/radon/pubs/citguide.html and www.nj.gov/dep/rpp/radon or call the NJ Radon Hot Line at 800-648-0394 or 609-984-5425.)**

300
301 If the Property has been tested for radon prior to the date of this Contract, Seller agrees to provide to Buyer, at the time of the execution
302 of this Contract, a copy of the result of the radon test(s) and evidence of any subsequent radon mitigation or treatment of the Property.
303 In any event, Buyer shall have the right to conduct a radon inspection/test as provided and subject to the conditions set forth in paragraph
304 (D) below. If any test results furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in
305 the subject dwelling, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of the
306 receipt of any such report. For the purposes of this Section 16, Seller and Buyer agree that, in the event a radon gas concentration level
307 in the subject dwelling is determined to be less than 4 picocuries per liter (4.0 pCi/L) without any remediation, such level of radon gas
308 concentration shall be deemed to be an acceptable level ("Acceptable Level") for the purposes of this Contract. Under those circumstances,
309 Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.
310

311
312 If Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is four picocuries per liter (4.0 pCi/L)
313 or more, Seller shall have a seven (7) business day period after receipt of such report to notify Buyer in writing that Seller agrees to
314 remediate the gas concentration to an Acceptable Level (unless Buyer has voided this Contract as provided in the preceding paragraph).
315 Upon such remediation, the contingency in this Contract which relates to radon shall be deemed fully satisfied. If Seller fails to notify
316 Buyer of Seller's agreement to so remediate, such failure to so notify shall be deemed to be a refusal by Seller to remediate the radon level
317 to an Acceptable Level, and Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) calendar
318 days thereafter. If Buyer fails to void this Contract within the seven (7) day period, Buyer shall have waived Buyer's right to cancel
319 this Contract and this Contract shall remain in full force and effect, and Seller shall be under no obligation to remediate the radon gas
320 concentration. If Seller agrees to remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed
321 by Seller prior to the Closing.

322
323 **(C) Infestation and/or Damage By Wood Boring Insects.**

324 Buyer, shall have the right to have the Property inspected by a licensed exterminating company of Buyer's choice, for the purpose of
325 determining if the Property is free from infestation and damage from termites or other wood destroying insects. If Buyer chooses to make
326 this inspection, Buyer shall pay for the inspection unless Buyer's lender prohibits Buyer from paying, in which case Seller shall pay. The
327 inspection must be completed and written reports must be furnished to Seller and Broker(s) within N/A (if left blank, then 14) calendar
328 days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-
329 Review Clause Section of this Contract, then within N/A (if left blank, then 14) calendar days after the parties agree to the terms of this
330 Contract. This report shall state the nature and extent of any infestation and/or damage and the full cost of treatment for any infestation.
331 Seller agrees to treat any infestation and cure any damage at Seller's expense prior to Closing, provided however, if the cost to cure exceeds
332 1% of the purchase price of the Property, then either party may void this Contract provided they do so within N/A (if left blank, then 7)
333 business days after the report has been delivered to Seller and Brokers. If Buyer and Seller are unable to agree upon who will pay for the
334 cost to cure and neither party timely voids this Contract, then Buyer will be deemed to have waived its right to terminate this Contract
335 and will bear the cost to cure that is over 1% of the purchase price, with Seller bearing the cost that is under 1% of the purchase price.

336
337 **(D) Buyer's Right to Inspections.**

338 Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge
339 of Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made by Seller, Brokers
340 or their agents as to character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to have
341 the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in subsection
342 G below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. If
343 Buyer chooses to make inspections referred to in this paragraph, such inspections must be completed, and written reports including a list
344 of repairs Buyer is requesting must be furnished to Seller and Brokers within N/A (if left blank, then 14) calendar days after the attorney-
345 review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section
346 of this Contract, then within N/A (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. If Buyer fails
347 to furnish such written reports to Seller and Brokers within the N/A (if left blank, then 14) calendar days specified in this paragraph,
348 this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for
349 furnishing the inspection reports is referred to as the "Inspection Time Period." Seller shall have all utilities in service for inspections.
350

351 **(E) Responsibility to Cure.**

352 If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to
353 Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer
354 in writing that Seller shall correct or cure any of the defects set forth in such reports. If Seller fails to notify Buyer of Seller's agreement
355 to so cure and correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct such defects. If Seller fails to
356 agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other
357 than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to
358 void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the
359 seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force,
360 and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller agrees to correct or cure
361 such defects, all such repair work shall be completed by Seller prior to the closing of title. Radon at the Property shall be governed by
362 the provisions of Paragraph (B), above.

363 **(F) Flood Hazard Area (if applicable).**

364 The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the
365 Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10)
366 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
367 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract.
368 If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood
369 policy to be in effect immediately, there must be a loan closing. There is a (30) calendar day wait for flood policies to be in effect for
370 cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty
371 (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.

372 Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with Buyer's purchase of this Property. The
373 National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy
374 premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the
375 NFIP, those premiums are increasing and, in some cases, will rise by a substantial amount over the premiums previously charged for
376 flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously
377 as an indication of the premiums that will apply after Buyer completes the purchase. In considering Buyer's purchase of this Property,
378 Buyer is therefore urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage,
379 the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may
380 increase in the future.

381 **(G) Qualifications of Inspectors.**

382 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified
383 by the State of New Jersey for such purpose.

384 **17. MEGAN'S LAW STATEMENT:**

385 Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders
386 in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law
387 and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information
388 as may be disclosable to you.

389 **18. MEGAN'S LAW REGISTRY:**

390 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.njsp.org. Neither
391 Seller or any real estate broker or salesperson make any representation as to the accuracy of the registry.

392 **19. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)**

393 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq., the clerks of municipalities
394 in New Jersey maintains lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site
395 condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order
396 to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the
397 border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

398 **20 AIR SAFETY AND ZONING NOTICE:**

399 Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of
400 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes as well as Seller's agent, shall provide notice to
401 a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and
402 Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards
403 promulgated under the Act and providing for their enforcement within the delineated areas of the municipality. Buyer acknowledges
404

411 receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to
412 contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

Municipality	Airport(s)	Municipality	Airport(s)
Alexandria Tp.	Alexandria & Sky Manor	Manalapan Tp. (Monmouth Cty.)	Old Bridge
Andover Tp.	Aeroflex-Andover & Newton	Mansfield Tp.	Hackettstown
Bedminster Tp.	Somerset	Manville Bor.	Central Jersey Regional
Berkeley Tp.	Ocean County	Medford Tp.	Flying W
Berlin Bor.	Camden County	Middle Tp.	Cape May County
Blairstown Tp.	Blairstown	Millville	Millville Municipal
Branchburg Tp.	Somerset	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Monroe Tp. (Middlesex Cty.)	Old Bridge
Dennis Tp.	Woodbine Municipal	Montgomery Tp.	Princeton
Eagleswood Tp.	Eagles Nest	Ocean City	Ocean City
Ewing Tp.	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
E. Hanover Tp.	Morristown Municipal	Oldsman Tp.	Oldmans
Florham Park Bor.	Morristown Municipal	Pemberton Tp.	Pemberton
Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown	Pequannock Tp.	Lincoln Park
Franklin Tp. (Hunterdon Cty.)	Sky Manor	Readington Tp.	Solberg-Hunterdon
Franklin Tp. (Somerset Cty.)	Central Jersey Regional	Rocky Hill Boro.	Princeton
Green Tp.	Trinca	Southampton Tp.	Red Lion
Hammonton Bor.	Hammonton Municipal	Springfield Tp.	Red Wing
Hanover Tp.	Morristown Municipal	Upper Deerfield Tp.	Bucks
Hillsborough Tp.	Central Jersey Regional	Vineland City	Kroelinger & Vineland Downtown
Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Wall Tp.	Monmouth Executive
Howell Tp.	Monmouth Executive	Wantage Tp.	Sussex
Lacey Tp.	Ocean County	Robbinsville	Trenton-Robbinsville
Lakewood Tp.	Lakewood	West Milford Tp.	Greenwood Lake
Lincoln Park Bor.	Lincoln Park	Winslow Tp.	Camden County
Lower Tp.	Cape May County	Woodbine Bor.	Woodbine Municipal
Lumberton Tp.	Flying W & South Jersey Regional		

443 The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the
444 jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport,
445 Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and
446 McGuire Airforce Base and NAEC Lakehurst.

447 21. BULK SALES:

448 The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law,
449 Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division
450 of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten
451 (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by
452 promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer
453 promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

454
455 The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if Seller is an
456 individual, estate or trust. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit
457 used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time share, or a dwelling unit
458 that is rented for residential purposes for a term of not more than 125 consecutive days, by an owner that has a permanent residence
459 elsewhere.

460
461 If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for
462 possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax
463 Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of
464 available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the
465 Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent
466 or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as
467 otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be
468 asserted under the Law against Buyer.

471 **22. NOTICE TO BUYER CONCERNING INSURANCE:**

472 Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance
473 be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary
474 commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent
475 or broker to assist Buyer in satisfying Buyer's insurance requirements.

476 **23. MAINTENANCE AND CONDITION OF PROPERTY:**

477 Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises
478 shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air
479 conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper
480 working order at the Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the
481 roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.

482 **24. RISK OF LOSS:**

483 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until
484 the Closing.

485 **25. INITIAL AND FINAL WALK-THROUGHS:**

486 In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized
487 representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable
488 time before the Closing. Seller shall have all utilities in service for the inspections.

489 **26. ADJUSTMENTS AT CLOSING:**

490 Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges
491 for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other
492 conveyancing expenses are to be paid for by Buyer.

493 Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as real
494 estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium
495 dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller's supplier. Such determina-
500 tion shall be conclusive.

501 If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid
502 in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage
503 lender, such as current interest or a deficit in the mortgage escrow account.

504 If the Property is used or enjoyed by not more than four families and the purchase price exceeds \$1,000,000, then pursuant to N.J.S.A.
505 46:15-7.2, Buyer will be solely responsible for payment of the fee due for the transfer of the Property, which is the so-called "Mansion
506 Tax," in the amount of one (1%) percent of the purchase price.

507 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to
508 make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called
509 "Exit Tax,") as a condition of the recording of the deed.

510 If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real
511 Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be
512 withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.

513 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s)
514 required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute
515 and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in
516 connection with the amount(s) withheld.

517 There shall be no adjustment on any Homestead Rebate due or to become due.

518 **27. FAILURE OF BUYER OR SELLER TO CLOSE:**

519 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action
520 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action
521 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such
522 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the
523 damages.

amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.

28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:

By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the Brokers prior to the first showing of the Property.

29. DECLARATION OF BROKER(S)'S BUSINESS RELATIONSHIP(S):

(A) Berkshire Hathaway HomeServices Signature Properties, (name of firm) and its authorized representative (s) Anthony Garofalo
(name(s) of licensee(s))

ARE OPERATING IN THIS TRANSACTION AS A (indicate one of the following)

SELLER'S AGENT BUYER'S AGENT DISCLOSED DUAL AGENT TRANSACTION BROKER.

(B) (If more than one firm is participating, provide the following.) **INFORMATION SUPPLIED BY**
Sitar Realty Company (name of other firm) **HAS INDICATED THAT IT IS**

OPERATING IN THIS TRANSACTION AS A (indicate one of the following)
 SELLER'S AGENT BUYER'S AGENT TRANSACTION BROKER.

30. BROKERS' INFORMATION AND COMMISSION:

The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by Buyer of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the full commission as set forth below to the below-mentioned Brokerage Firm(s) out of the proceeds of sale prior to the payment of any such funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase price set forth in Section 2 and shall include any amounts allocated to, among other things, furniture and fixtures.

<u>Sitar Realty Company</u>	REC License ID	8600251
Listing Firm		
<u>Helena Loelius</u>	REC License ID	8633017
Listing Agent		
503 Washington Blvd Sea Girt, NJ		
Address		
<u>Office - (732) 449-2000</u>	<u>Fax - (732) 449-2828</u>	<u>Mobile - (908) 285-4322</u>
Office Telephone	Fax	Agent Cell Phone
(Per Listing Agreement)		
<u>loelius@sitarcompany.com</u>	Commission due Listing Firm	1110793
E-mail		
<u>BHHS Signature Properties</u>	REC License ID	
Participating Firm		
<u>Anthony Garofalo</u>	REC License ID	1222475
Participating Agent		
600 Washington Blvd., Sea Girt., NJ, 08750		
Address		
<u>732-449-6200</u>	<u>732-449-8636</u>	<u>908-492-2011</u>
Office Telephone	Fax	Agent Cell Phone
2.5%		
E-mail	Commission due Participating Firm	

31. EQUITABLE LIEN:

Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s) and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the dispute with Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).

591 **32. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE:** Applicable Not Applicable
592 A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract
593 that the person is a licensee. Anthony Garofalo therefore discloses that he/she is licensed in New Jersey as
594 a real estate broker broker-salesperson salesperson referral agent.

595 **33. BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:**
596 Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any
597 amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those
598 documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who
599 disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when
600 either this Contract is finalized or the parties decide not to proceed with the transaction.
601

602 **34. PROFESSIONAL REFERRALS:**
603 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers
604 involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency of
605 the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or salespersons
606 harmless for any claim or actions resulting from the work or duties performed by these professionals.
607

608 **35. ATTORNEY-REVIEW CLAUSE:**
609 **(1) Study by Attorney**
610 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her
611 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
612 attorney for Buyer or Seller reviews and disapproves of the Contract.
613

614 **(2) Counting the Time**
615 You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or
616 legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.
617

618 **(3) Notice of Disapproval**
619 If an attorney for Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party
620 named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send
621 the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will
622 be effective upon sending. The personal delivery will be effective upon delivery to the Broker(s) office. The attorney may also, but need
623 not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.
624

625 **36. NOTICES:**
626 All notices shall be by certified mail, fax, e-mail, recognized overnight courier or electronic document (except for notices under the
627 Attorney-Review Clause Section) or by delivering it personally. The certified letter, e-mail, reputable overnight carrier, fax or electronic
628 document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise
629 specified in writing by the respective party.
630

631 **37. NO ASSIGNMENT:**
632 This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's
633 rights under this Contract to purchase the Property.
634

635 **38. ELECTRONIC SIGNATURES AND DOCUMENTS:**
636 Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction,
637 including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that
638 are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides
639 that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to
640 be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an
641 electronic signature of one of the parties to this Contract, do not have to be witnessed.
642

643 **39. CORPORATE RESOLUTIONS:**
644 If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate
645 resolutions have been duly approved and the person has the authority to sign on behalf of the entity.
646

647 **40. ENTIRE AGREEMENT; PARTIES LIABLE:**
648 This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its
649

651 salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights
652 and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.
653

654 **41. APPLICABLE LAWS:**

655 This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to
656 this Contract or the underlying transaction shall be venued in the State of New Jersey.
657

658 **42. ADDENDA:**

659 The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):
660

<input type="checkbox"/> Buyer's Property Sale Contingency	<input type="checkbox"/> Private Well Testing
<input type="checkbox"/> Condominium/Homeowner's Associations	<input type="checkbox"/> Properties With Three (3) or More Units
<input type="checkbox"/> FHA/VA Loans	<input type="checkbox"/> Seller Concession
<input type="checkbox"/> Lead Based Paint Disclosure (Pre-1978)	<input type="checkbox"/> Short Sale
<input type="checkbox"/> New Construction	<input type="checkbox"/> Underground Fuel Tank(s)
<input type="checkbox"/> Private Sewage Disposal (Other than Cesspool)	

666 **43. ADDITIONAL CONTRACTUAL PROVISIONS:**

667 The Contract is subject to an Environmental Oil Tank sweep for the confirmation there is no existing oil tank and clear title only.
668

669 Buyer specifically waives any and all other contingencies and inspection rights.
670

681 **WITNESS:**

Anthony Garofalo
20170304102606767

03/04/2017

Date

BUYER Shore Home Builders Inc

682 _____

BUYER _____

Date _____

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BUYER _____

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