

8.3.2 If an applicable governmental authority denies Purchaser's applications for the Approvals during the Approvals Contingency Period, or grants the Approvals, but the grant of the Approvals is appealed by a third party, Purchaser, at its option, may elect to either terminate this Agreement, or pursue or defend against, at Purchaser's sole cost and expense, an appeal of such decision. If Purchaser elects to pursue or defend against an appeal of such decision, Purchaser shall, subject to the provisions of Section 8.6 hereof, have a period of twenty-four (24) months from the denial by the applicable governmental entity or the filing of the appeal, as the case may be, to pursue or defend against an appeal of such decision (the "Approvals Appeal Period"). If Purchaser is unable to successfully appeal or defend against such decision within the Approvals Appeal Period, either party shall have the right to terminate this Agreement by written notice given to the other party and the Escrow Agent. In the event a party elects to terminate this Agreement pursuant to the provisions of this Section 8.3.2, the balance of the Deposit then held by the Escrow Agent shall be returned to Purchaser, Purchaser shall transfer and assign to Seller all Development Documents, and neither party shall have any further obligations pursuant to this Agreement, except as specifically provided for herein.

8.3.3 Prior to submission of any and all applications for the Approvals to any governmental entity, Purchaser shall submit a copy of the applications to Seller, together with copies of all plans, reports, specifications and other documentation supporting the applications, for Seller's Architectural Guidelines. For purposes of this Section 8.3.3, Michael J. Ferro, Jr., Esq., or his designee, shall be the principal contact person for purpose of reviewing documents and communicating with Purchaser on Seller's behalf. Purchaser shall not, without the prior written consent of Seller, make any material changes or modifications to the application and supporting documentation as approved by Seller.

8.3.4 Purchaser will notify Seller of the place and date of any hearings on any of the Approvals. Seller shall have the right to attend and participate in any and all hearings relating to the Approvals. Purchaser shall furnish to Seller promptly copies of all correspondence to, and from, any governmental authority relating to the Approvals.

8.3.5 The parties acknowledge and agree that Archery Plaza will be incorporated in the applications for the Approvals for density/open space purposes only. All proposed uses of Archery Plaza contained in the applications for the Approvals (i) shall be subject to Seller's written approval, which approval shall not be unreasonably withheld, and (ii) shall be consistent