

DEVELOPER BUYOUT AGREEMENT

This is a binding contract, subject to final deed and related documents for the purchase by Metrowest Master Association, Inc. ("MWMA") of certain lands and other rights owned by Westpointe Development Group, LLC ("Developer") in Metrowest. The terms of the purchase are as follows:

1. A \$2 million cash purchase paid by MWMA to Developer for Tract "C" (3+ acres at Westpointe and Hiawassee) plus termination of all developer rights in Metrowest, paid as follows:

- (a) A \$100,000 deposit payable to Developer on or before August 12, 2014.
- (b) A \$1.9 million final cash payment to Developer at closing, which is to take place on or before October 15, 2014.

2. MWMA will have the right to extend the closing until November 15 at its option. If MWMA is not successful in obtaining a bank loan for payment of the buyout, MWMA shall have the unilateral right to terminate this contract by giving written notice to Developer.

3. MWMA will seek approval of the MWMA Members for this buyout at a Member meeting to be held in August 2014. If MWMA fails to obtain membership approval for the buyout, MWMA shall have the unilateral right to terminate this contract by giving written notice to Developer.

4. Developer shall not have any right to cancel this contract for any reason once he receives the deposit provided in 1(a) above.

5. Developer will transfer Tract "C" by quit-claim deed. Developer cannot warrant clear title to Tract "C" without encumbrance. However, Developer must transfer Tract C free and clear of any monetary liens or judgments as a condition to closing.



6. At closing Developer will record a Certificate of Termination in the public records of Orange County, Fl. unconditionally terminating all developer rights in Metrowest.

7. This is a binding contract on the part of the Developer, subject only to reasonable review of the deed and related transfer and termination documents. MWMA shall have the rights of termination as set forth in 3 or 4 above.

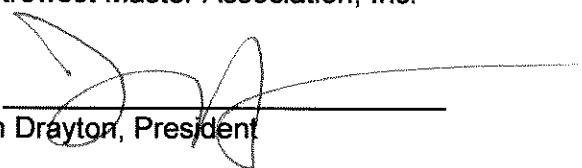
8. If this contract is terminated by MWMA pursuant to paragraphs 3 or 4, Developer shall be required to pay back the deposit set forth in 1(a) above by providing the services he currently provides to the MWMA under his consulting contract (Community Consulting Group, LLC \$10,000 per month) for a period of 10 months from the date of termination without any compensation of any kind. Community Consulting Group shall continue to receive the \$10,000 monthly consulting fee up through the time of closing of this transaction, at which point said contract shall be terminated.

9. This contract is governed under Florida Law and is binding on the parties subject to the rights of termination enjoyed by MWMA herein.

Westpointe Development Group, LLC

By: 
Carl Shakarian, Manager

Metrowest Master Association, Inc.

By: 
Jim Drayton, President

8/12/14 Received \$100,000 deposit
