

WAIVER OF CLUB CONTRIBUTION

THIS WAIVER OF CLUB CONTRIBUTION (the “**Waiver Agreement**”) is dated this %ContractCreatedDateLong% and entered into by and between Astor Creek Club LLC (“Club Owner”) and %Purchaser% (collectively, “**Purchaser**”). The Waiver Agreement is executed in conjunction with the Purchase and Sale Agreement (the “**Agreement**”) dated %ContractCreatedDateLong% between Purchaser and Astor Creek Development LLC (“Seller”) respecting lot %LotNameNoPh% at %LotStreetAddress%, %LotCity%, %LotState% %LotZip% (the “Property”) in the community known as Astor Creek (the “**Community**”).

RECITALS

WHEREAS, Purchaser and Seller entered into the Agreement.

WHEREAS, Purchaser will automatically become a member of the Astor Creek Country Club (the “Club”) upon acquisition of title to the Property.

WHEREAS, the Club is presently owned by Club Owner.

WHEREAS, as set forth in the Master Disclosure Addendum for Astor Creek, the Club is subject to the Astor Creek Country Club Club Plan (the “Club Plan”), which is recorded, or to be recorded, in the Public Records of St. Lucie County.

WHEREAS, Section 7.1 of the Club Plan states:

There shall be collected from each Owner purchasing a Home or Lot from Developer or a Builder at the time of closing a working contribution (“**Club Contribution**”). The Club Contribution may change from time to time in Club Owner’s sole and absolute discretion. As of the recordation of this Club Plan, the amount of the Club Contribution is Fifty Thousand Dollars (\$50,000).

WHEREAS, Club Owner is offering a limited time promotion, whereby it is temporarily willing to waive the Club Contribution for an initial set of new purchasers of homes in the Community, which promotion Club Owner may discontinue at any time for any reason in its sole discretion.

NOW THEREFORE, in consideration of the promises set forth below, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Club Owner and Purchaser agree as follows:

WAIVER AGREEMENT

1. **Recitals.** The recitals above are true and correct and are incorporated herein.
2. **Waiver.** Pursuant to Section 7.1 of the Club Plan, Club Owner hereby waives the Club Contribution for Purchaser. Should Purchaser, for any reason, fail to close on the Property in accordance with the Agreement, this Waiver Agreement shall become null and void. If the Agreement terminates for any reason whatsoever, this Waiver Agreement shall become null and void.
3. **Assignment.** This Waiver Agreement shall not be assignable by Purchaser without Club Owner’s written approval, which approval may be withheld for any reason or no reason; any attempt to assign this Waiver Agreement without such written approval shall be null and void.
4. **Club Owner’s Discretion.** Purchaser and Club Owner agree and acknowledge that Club Owner shall have the option to excuse, waive, and/or postpone the Club Contribution as to any purchaser or potential purchaser of a home in the Community, in whole or in part, in its sole and absolute discretion. No purchaser or potential purchaser of a home in the

Community shall have the right to object to and/or withhold payment of the Club Contribution on the basis of same. Purchaser and Club Owner also agree and acknowledge that Club Owner shall have no obligation to waive the Club Contribution in the future as to other purchasers or potential purchasers. Club Owner may end this limited time promotion of waiving the Club Contribution at any time, in its sole and absolute discretion.

5. **Confidentiality**. Purchaser agrees that for the good and valuable consideration herein, Purchaser shall forever treat this Waiver Agreement as confidential and shall not disclose or release it or any of its terms to any persons, directly or indirectly, orally or in writing, except (i) properly interested parties that need to know such information, including Purchaser's lenders, banks, title companies, lawyers, accountants, insurance representatives, auditors, and/or tax preparers that need to know such information, or (ii) as may be required by law or order of a court.

6. **Membership Obligations**. Notwithstanding Club Owner's waiver of the Club Contribution for Purchaser, Purchaser shall remain liable and responsible for all other obligations, restrictions, covenants, and conditions set forth in the Club Plan.

7. **Entire Agreement, Conflicts, and Counterparts**. Except as explicitly set forth in this Waiver Agreement, the Club Plan shall remain in full force and effect. Additionally, the Agreement (together with any addenda and riders to the Agreement), shall remain in full force and effect. In the event of any conflict between this Waiver Agreement and the Club Plan, this Waiver Agreement shall control. This Waiver Agreement sets forth the entire understanding of Club Owner and Purchaser as to the issues contained herein, and no verbal or written warranties or representations have been made or have been relied upon which do not appear in writing within this Waiver Agreement. Unless otherwise stated in this Waiver Agreement, this Waiver Agreement may not be altered, amended or modified except by a writing executed by Club Owner and Purchaser. This Waiver Agreement may be executed in counterparts, and as so executed, shall constitute one agreement binding on Club Owner and Purchaser. An email copy of a signature shall be deemed an original for all purposes.

PURCHASER(S):

x _____
Print Name: %BuyerFullName%

Date: _____

x _____
Print Name: %SecondBuyerFullName%

Date: _____

**CLUB OWNER:
ASTOR CREEK CLUB LLC**

By: _____
Print Name: %KolterProjectManager%

Its: Authorized Person

Date: _____