

## EXHIBIT B

### Community Project Management Agreement for Limberstone Inc.

Limberstone Inc. (the “Community”) has consensed on the following decisions, agreements and processes that affect the community’s relationship with Wonderland Hill Development Company and James Hamilton as Project Managers for Stone Curves Developments, LLC.

#### **Committees/Teams**

The Community has or will establish teams to address specific aspects of the cohousing project. The Neighborhood Council (currently the Finance/Legal Team) will keep track of the team point people and update the Project Managers as changes occur. These teams include or will include in their agendas the following subjects:

- Mediation
- Coordination
- Design
- Process
- Facilitation
- Finance
- Investment
- Landscaping/ Green Team
- Legal
- Marketing
- Membership
- Storage
- Colors
- Common House Interior Coordination (CHIC)
- Construction Interface Team (CIT)

#### **Point People**

Each team will establish one point person to be the communication link between the team and the Community for Community actions and decisions. The point person will also be the official link between the team, Neighborhood Council, and the Project Managers. These teams will serve as the general communication link between the Community and Project Managers in each specific area. The point person may change at the team's discretion, but only upon notification of the Project Managers.

A point person for the Neighborhood Council (currently the Finance/Legal Team) will be appointed to be the official communication link with the Project Managers. The point person may change at the discretion of the Community or the Neighborhood Council, but only upon notification of the Project Managers.

Issues which individual Community members have with the Project Managers will be brought to the Project Managers through the point person of the respective team involved, or if more than one team is involved, through the point person for the Neighborhood Council. Although informal communication between Community members and the Project Managers may occur, any decision(s) or action(s) that affect more Community members than the individual raising the issue, or that affect the Project Managers and their ability to efficiently manage the project, shall be made through the Neighborhood Council and its point person.

### **Community Representatives**

The Community will identify two Community Representatives who will have signature authority on behalf of Limberstone Inc. One shall be the point person for the Neighborhood Council and the other shall be someone who also sits on the Council as well. As far as possible, the identity of the managers should remain stable for the duration of the project. Together with the Project Managers, the two Community Managers will work to resolve issues not handled by the CIT or any other team.

### **Dispute Resolution**

Should a conflict or dispute arise between an individual Community member or group of members and the Project Managers, an attempt should first be made to resolve the conflict through direct communication between the parties in dispute. If that fails, the Community member or group may call upon the resources of the Mediation Team. If the issue is not resolved with the assistance of the Mediation Team, the issue must then be considered by a joint meeting of the Neighborhood Council and the Project Managers. If a decision or resolution of the matter cannot be reached by a consensus of the Project Managers and members of the council, the matter will be referred to a meeting with the whole Community and the Project Managers, or some other mutually agreeable process. If the whole Community and Project Managers cannot reach a satisfactory resolution, the Community and Project Managers shall enter into a mediation process facilitated by an independent, third-party mediator in an effort to resolve the matter.

In general, any dispute or issues which are brought to the Community level should be resolved in a spirit of finding what is best for the whole community, while at the same time, honoring commitments and agreements made to professionals, lenders, investors and others involved in the project. Specific provisions regarding mediation and arbitration processes are outlined in greater detail in Article 9.5 of the Stone Curves Developments, LLC Management Agreement.

### **Neighborhood Council**

The Community will maintain an active Neighborhood Council ( currently the Finance/Legal Team) to work with the Project Managers to oversee and coordinate the Project's development and the work of the other different teams. The Council shall be comprised in part of members of other significant teams. The Council shall keep the

Project Managers informed of any issues within the Community that could affect the timeline, budget or successful completion of the Project, as well as any issues which might affect the Community's ability to make decisions in a timely manner.

### **Finance/Legal Team**

The Finance/Legal Team, aside from acting as the Neighborhood Council, will work with the Project Managers to understand and evaluate the development budget, sweat equity credits, project cash flow needs, SCDLLC investment and other financial matters as needed. The Finance/Legal Team is responsible for reporting the Project Managers financial updates to the Community and keeping up to date on the status of financial matters for the Project.

### **Marketing/ Membership Team**

The Community will maintain an active Marketing & Membership Team which will be responsible for creating events, spending time with prospective members, and orienting new members. This Team will be responsible for assembling and distributing to all new members, the policy manual, the decision log, and any other up to date information on the project. The Team will ensure that all members have complete information on the policies of the Community and the Project Managers with respect to individual's purchases of homes in the project.

The Marketing/Membership Team will ensure that the Community adheres in its agreement to new member recruitment efforts that will have the project 100% sold out by completion of construction, and 70% reserved for each phase or village prior to commencement of construction.

The term "reserved" is defined, in this case, by full community members who hereby express their intent to buy a housing unit in the project, and who have invested in the project 5% or more of the estimated purchase price of the unit and lot premium, and who hereby agree that if they do not purchase a unit, that \$3000 for A,B,C units and \$5,000 for D,E,F,G units of their 5% investment, shall be added to the Sales Contingency Allowance described below and will not be repaid at the conclusion of the project, but will be considered as payment to the Community for the cost of recruiting a replacement community member.

For example, if a household has reserved a unit priced at \$200,000 and has an equity investment in the project \$10,000 (5% of the estimated price), and decides for any reason not to purchase a unit in the project; then \$5,000 of their \$10,000 will be added to the Sales Contingency Allowance. The remaining \$5,000 will continue to be an equity investment and may be returned to the investor at the conclusion of the project per the terms in the Project Management Agreement.

A budget (Allowance) for Marketing and Membership recruitment and a Sales Contingency Allowance has been included in the Marketing portion of the overall project

budget. Marketing and Membership expenditures from the budget will be managed by the M & M Team.

Expenditures from the Sales Contingency Allowance will be at the discretion of the Project Manager with input from the M & M Team. The costs of carrying unsold units from the time of completion of construction to the sale of all units will be charged against this allowance. Carrying Costs are defined as 80% of the adjusted base price of the unit (Base Price plus lot premium plus options and upgrades) multiplied by the monthly rate of interest charged by the construction lender plus any HOA dues and property taxes associated with that unit. Any sales commissions or referral fees as well as any discounts or price concessions given or paid to enable the sale of unreserved units will be deducted from the Sales Contingency Allowance, provided that such amounts deducted will only be to the extent that the net sales price is lower than the projected price in the Final Budget established at the start of construction. In addition, various discounts and sweat equity bonuses have been built into the overall project budget to aid the marketing and membership recruitment effort. These specifically budgeted discounts and bonuses may be modified by consensus agreement between the project managers and the community.

At the completion of the project any excess funds remaining in the marketing budget (Allowance), including any balance remaining in the above-described Sales Contingency Allowance, will be credited 100% to the Community in the form of dollars for additional homeowner's association capital improvements. If there is a negative balance in the marketing budget (Allowance) including the Sales Contingency Allowance, it shall be made up from Community profit share to the extent that such profit share exists.

### **Process/Facilitation Team**

The Community will maintain an active Process/Facilitation Team throughout the planning, design and development of the project. The Process/Facilitation Team shall be in charge of ensuring each community member understands the Policy Manual. The Team will also ensure that the Community has efficient decision making processes in place which are included in the Policy Manual, that all teams operate with reasonably efficient processes, and that Community and other important meetings are well-facilitated. This Team will also keep an up to date Decision Log that is easily available to members and the Project Managers. This Team will also form a mediation team to be available to the Community for a situation that could arise in which the art of mediation would be welcome.

### **Design & Construction Interface Team (CIT)**

The Community will establish a Design & Construction Interface Team to work with the professional team on design issues and to work with the Project Managers to define and establish Options and Upgrades Choices for the Project. The Design & CIT Team will keep the Community informed to design changes and will solicit Community input as needed to advise the work of the professionals.

The Community will maintain a Construction Interface Team through completion of construction, which will have the primary responsibility for the communication between the Community and the professionals charged with managing, designing and building the project. As far as possible, the membership of the Team should remain stable for the duration of the project. The CIT has a mandate agreed on by the Community and the Project Managers.

### **Communication**

Limberstone Inc. is solely responsible for the distribution of information to its membership, including but not limited to the disclosure of risks, updates of budgets and timelines, changes in the design, and updates from the Project Managers.

This agreement may be amended from time to time by consensus agreement of the Community and the Project Managers. These amendments may be made at regular Community meetings when the Project Managers or Community members feel that doing so would be in the best interest of the Community and the project. Any such amendments must be documented in writing in the Community's Decision Log and must be agreed upon by the Project Managers.

This Exhibit B is agreed to by the "Investor" as signed below:

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