

# Indemnity Release Required with this form

## Sterling on the Lake: Day Pass

### TERMS AND CONDITIONS

#### PLEASE READ CAREFULLY.

By participating in the *Sterling on the Lake Day Pass* (the "Program"), you acknowledge that you have read all of these TERMS AND CONDITIONS, understand them, and agree to be bound by them.

Failure to abide by these TERMS AND CONDITIONS will result in termination of your participation.

1. **ELIGIBILITY:** The Program is sponsored by *NNP Looper Lake LLC* ("Sponsor") and is open only to persons who are twenty-one (21) years of age or older as of the date the Program Period (as defined below) begins and legal residents of the United States ("Participants"). Participants must be in the market for a new home and planning to move in the next six months. The participant's home must be actively listed on the MLS system. Employees, contractors or agents of Sponsor or Newland Real Estate Group, LLC, fka Newland Communities, LLC ("Newland") or of any Builder (defined below) or any of their parent companies, affiliates, or subsidiaries, and household members as well as members of the immediate families (spouse, parents, siblings and children) of such employees, contractors or agents, are not eligible to participate.
2. **PROGRAM PERIOD:** The Program begins at 10 a.m. EST on *January 1, 2011* and ends at 5 p.m. EST on *December 31, 2011* ("Program Period").
3. **PROGRAM ENROLLMENT:** To enroll in the Program, completely fill out the registration form, available from *Information Center or one of the community new home builders: DR Horton Homes, Stonecrest Homes, Peachtree Residential Properties, or Touchstone Homes* and return it to Sponsor before the end of the Program Period at the address specified on the form. All required information must be supplied. Participant must complete information center tour and builder/s model and inventory home tour prior to receiving pass. You may enroll at any time during the Program Period. **No more than one Pass (as defined below) per Eligible Home Closing will be awarded.** Therefore, if two or more persons enroll in the Program and together purchase a home, only one

Pass will be awarded, and it will be awarded to the Participant who enrolled in the Program first. Multiple enrollment forms submitted by a Participant, or any effort by a registrant to misrepresent himself or herself through the use of aliases or otherwise, will result in termination of Participant from the Program. Multiple enrollment forms submitted by a Participant, or any effort by a registrant to misrepresent himself or herself through the use of aliases or otherwise, will result in termination of Participant from the Program. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Participant during participation in or otherwise in connection with the Program. All questions or disputes regarding eligibility for the Program (as defined below), or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion.

4. **PASS:** A Pass consisting of a *Day Pass to a Specific Sterling on the Lake Activity* ("Pass") shall be awarded to each eligible Participant in connection with each Eligible Registration Form and Home Tours (as defined below), provided such Participant has satisfied all Program requirements and complied fully with these Terms and Conditions, as determined by Sponsor in its sole discretion. Participant shall be notified of the award of a Pass by mail, email, or telephone, at Sponsor's discretion. Except where prohibited, the Participant will be required to complete and return to Sponsor an indemnity release form and present a valid ID prior to obtaining the day or the Pass will be forfeited. Pass consists only of items specified in these Terms and Conditions. No substitution may be made, except by Sponsor, who reserves the right to substitute another Pass, as determined by Sponsor in its sole discretion. A Participant's right to receive Pass is not transferable and eligible for only those immediate family members that will be moving with the participant. Limit of 5 people per participant. All expenses or costs associated with the acceptance or use of any Pass that are not expressly specified in these Terms and Conditions as part of the Pass are the responsibility of the Participant.
5. **ELIGIBLE ACTIVITIES:** "Eligible Activities" shall mean an approved activity with respect to the day pass rules. Approved activities include the following: one day pool pass, boat check out, fishing on the lake, walking the trails, using the playgrounds, using the treehouse, or attending a private resident event. Details of each approved activity can be obtained from the Information Center. Registration and New Home tour must be complete prior to obtaining a day pass.
6. **LIMITATIONS OF LIABILITY:** All applicable federal, state and local laws and regulations apply. By participating in the Program and/or accepting a Pass, Participant agrees to release and hold Sponsor, Newland, all Builders and each of

their affiliates, subsidiaries, parent companies and agents, and each of their directors, officers, employees, successors, and assigns ("Released Parties"), harmless from and against any and all claims and liability arising out of participation in the Program or use of Pass. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Program or use or redemption of any Pass. By participating in this Program, Participants agree to be bound by these Terms and Conditions and the decisions of Sponsor which are final and binding in all respects. Sponsor shall not be held liable or responsible for failure or delay in fulfilling or performing any obligations in these Terms and Conditions to the extent and for so long as such failure or delay is caused by or results from causes beyond Sponsor's reasonable control.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE HEREUNDER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR PASS OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION, OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, AND UNLESS SPONSOR AGREES OTHERWISE IN WRITING, ALL THIRD PARTY MERCHANDISE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER FROM SPONSOR, AND SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MERCHANDISE OFFERED THROUGH THE PROGRAM INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Participant further acknowledges that the Pass Program may be administered by such independent third party vendor's website and that Sponsor shall not be responsible for any liability, losses, damages, claims, or lawsuits arising, in any way, out of any malfunction or other technical problem of any kind relating to such independent third party vendor's website. ]

By participating the Program, Participant agrees that the Released Parties are not responsible for incomplete, lost, late, damaged, illegible, delayed, corrupted or misdirected e-mail, entries, or other transmissions, or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware or software, lost or unavailable network connections, failed, incomplete, garbled or delayed computer transmission or any combination thereof, any typographical or any other human or technical errors of any kind. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor is not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this Program. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process.

Acceptance of a Pass by a Participant constitutes permission for the Sponsor, Newland and each of their parent companies, affiliates, subsidiaries, agents and licensees to use Participant's name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law. All entries become the sole property of Sponsor and will not be returned.

Participant acknowledges and agrees that "System" (the State of California Public Employees' Retirement System and any party related to Sponsor who may be a member of an affiliate of Newland, and either of their officers, officials, directors, trustees, partners, managers, members, employees and agents) is not a party to this Program. Accordingly, System shall have no liability hereunder and no personal or direct liability shall at any time be asserted or enforceable against System on account of or arising out of any obligations arising out of or related to this Program. Further, Participant waives any claims against System, irrespective of the nature of such claims, and agrees to look solely to the assets of Sponsor for the enforcement of any claims arising hereunder or related hereto.

7. **MODIFICATIONS AND TERMINATION OF THE PROGRAM:** Sponsor reserves the right to cancel, suspend, or modify the Program or any of its Terms and Conditions set forth herein (including, but not limited to, the Program Period, Pass and their terms, and any other option made available to Participants) at any time, with or without notice, even though these changes may affect a Participant's ability to qualify for or receive a Pass. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms and Conditions, changes to which will be available at Sponsor's Website at *Sterlingonthelake.com*.

8. **PERSONAL INFORMATION:** To learn how the personal information collected in connection with the Program may be used, individuals should read Sponsor's Privacy Policy which is available at *Sterlingonthelake.com*. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.
9. **FRAUDULENT ACTIVITY:** Sponsor reserves the right to discontinue the Program participation of any Participant who engages in any fraudulent activity or conducts activities in a manner inconsistent with these Terms and Conditions or with any federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss the Pass and their associated benefits. In addition, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
10. **TERMS AND CONDITIONS:** To request a copy of the Terms and Conditions, send a self-addressed stamped envelope to *7004 Lake Sterling Blvd, Flowery Branch, GA 30542*. Requests must be received within twelve (12) days of the end of the Program Period.
11. **DISPUTES:** Each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Program shall be resolved individually, without resort to any form of class action, in the federal or state courts located in the County of Hall, State of Georgia, which shall have exclusive jurisdiction over any such disputes, claims or causes of action. Each Participant hereby waives any claim that he or she is not subject personally to the jurisdiction of said courts or that any such suit or other proceeding is brought in an inconvenient forum or improper venue. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of Real Estate Professional and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of Georgia, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.
12. **INTEGRATION AND SEVERABILITY:** These Terms and Conditions constitute the entire agreement between Sponsor and Participants pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. Failure to enforce any of the provisions of these Terms and Conditions shall not be deemed to be a waiver

of those provisions. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

### 13. DISCLAIMERS:

Sponsor and Newland are not co-developing, co-building or otherwise responsible for any of the obligations or representations of any of the Builders, and shall have no obligations to any home buyer regarding a home purchase from a Builder. Purchasers of homes from any of the Builders waive any claims against Sponsor and/or Newland arising out of their purchase transaction.

This is not intended to be an offer to sell or a solicitation of offers to buy real estate in Sterling on the Lake community to residents of: Hawaii, Idaho, Illinois, New York, New Jersey, and Oregon, or in any other jurisdiction where prohibited by law.