

STERLING ON THE LAKE™
JULY 2020 BUILDER PROMOTION
TERMS AND CONDITIONS

NNP-Looper Lake, LLC (“Sterling on the Lake™”), the fee owner of Sterling on the Lake™, and D.R. Horton, Inc., the builder of certain homes at Sterling on the Lake™ described herein, (“Builder”), desire to promote the sale of houses at Sterling on the Lake™. Accordingly, the following Terms and Conditions set forth govern Sterling on the Lake™’s July 2020 Builder Promotion (the “Promotion”).

1. Sponsor of Promotion

Sterling on the Lake™ is the sole sponsor of this Promotion. Sterling on the Lake™’s primary business address is 4790 Eastgate Mall, Suite 150, San Diego, CA, 92121-1970, USA.

2. Management of Promotion

This Promotion is being managed by Sterling on the Lake™ .

3. Eligible Houses

This Promotion is limited to the following parcels at The Hillcrest at Sterling on the Lake™ in Flowery Branch, Georgia, 30542 (“Eligible Houses”):

Lot	Address
63Q	6469 Crosscreek Lane
61Q	6477 Crosscreek Lane
65Q	6461 Crosscreek Lane
18P	6402 Crosscreek Lane
75Q	6468 Crosscreek Lane
72Q	6456 Crosscreek Lane
80Q	6486 Crosscreek Lane
4P	6379 Crosscreek Lane
79Q	6482 Crosscreek Lane
74Q	6464 Crosscreek Lane
71Q	6452 Crosscreek Lane
5P	6375 Crosscreek Lane
77Q	6474 Crosscreek Lane
73Q	6460 Crosscreek Lane
56Q	6497 Crosscreek Lane
78Q	6478 Crosscreek Lane
76Q	6470 Crosscreek Lane

60Q	6481 Crosscreek Lane
1P	6393 Crosscreek Lane
3P	6383 Crosscreek Lane
19P	6406 Crosscreek Lane

4. Time Period

This Promotion is limited to Eligible Houses, as described above, which are: (1) sold between July 15, 2020, and August 15, 2020, ***and***; (2) complete closing before September 30, 2020.

5. Promotion Incentives

Purchasers of Eligible Houses during the Promotion time period, as described above, (“Purchasers” or “Participants”), will be entitled to the following financial incentives (“Promotion Incentive”), at their discretion:

- (a) One-thousand dollars (\$1,000.00) in closing credits;

6. Builder’s Obligations

- a. **Providing Information to Purchaser:** Builder will be solely responsible for providing Purchasers with information regarding their two Promotion Incentives options, as described above, at closing.
- b. **Memorializing Purchaser Selection:** Builder will memorialize each Purchaser’s selection in writing, and incorporate that selection as part of the closing documents for each Eligible House.
- c. **Delivery of Selected Promotion Incentive:** Builder will be solely responsible for the delivery of selected Promotion Incentives to each Purchaser. Such delivery shall be completed at the time of closing.

7. Sterling on the Lake™’s Obligations

Sterling on the Lake™ shall in no way be responsible for Promotion Incentives owed to Purchasers pursuant to this Promotion. Builder and Purchaser expressly waive any claims of liability against Sterling on the Lake™ arising from obligations to Purchasers under this Promotion.

8. Applicable Law

These Terms and Conditions shall be construed and interpreted under the laws of the State of Georgia.

9. Purchaser Eligibility

The Promotion is open only to legal residents of the State of Georgia and United States who are 18 or older as of the commencement of the Promotion. Current residents or occupants of a home in Sterling on the Lake™ are not eligible to participate. Employees, contractors, or agents of Sterling on the Lake™, or of any Builder or any of their parent companies, affiliates, agents, or subsidiaries, as well as the immediate family (spouse, parents, siblings, and children) and household members of such employees, contractors or agents, are not eligible to participate. Void where prohibited. Details and qualifications for participation in the Promotion apply and are set forth in these Terms and Conditions.

10. Agreement to Terms and Conditions

Participation in the Promotion constitutes full and unconditional agreement to and acceptance of these Terms and Conditions, as may be amended from time to time in the sole and absolute discretion of Sterling on the Lake™. Any of Sterling on the Lake™'s decisions with respect to the Promotion, without reservation, shall be final and binding in all respects.

11. Release and Limitations of Liability

All applicable federal, state and local laws and regulations apply. By participating in the Promotion and/or accepting a Promotion Incentive, each Participant agrees: (i) to release and hold Sterling on the Lake™, North America Sekisui House, LLC ("NASH") and their affiliates, all Builders, and each of their affiliates, subsidiaries, parent companies and agents, officers, directors, shareholders, partners, members, employees, contractors and agents (collectively the "Released Parties"), harmless from and against any and all claims and liability arising out of participation in the Promotion, and to hold the Released Parties harmless against any and all claims and liability arising from the use, redemption, or delivery of any Promotion Incentive, (ii) to be bound by the Terms and Conditions, and the decisions of Sterling on the Lake™ in all regards, which are final in all respects, (iii) that the Released Parties are not responsible and do not assume liability for any injury or damage caused, or claimed to be caused, by participation in this Promotion or use or redemption of Promotion Incentives, and (iv) that the Released Parties do not operate or control in any respect any products, or services provided by any third party vendor.

Participant waives any claims against NASH Sterling on the Lake™, irrespective of the nature of such claims, and agrees to look solely to the assets of Builder for the enforcement of any claims arising hereunder or related hereto. NASH and Sterling on the Lake™ 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 their reasonable control. NASH Sterling on the Lake™ are not responsible for any typographical or other error in the printing of the Promotion.

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 PROMOTION, 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 PROMOTION, 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, ALL THIRD PARTY SERVICES AND/OR MERCHANDISE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER FROM NASH OR STERLING ON THE LAKE™, AND NASH AND STERLING ON THE LAKE™ SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND/OR 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.

12. Social Media

Sterling on the Lake™ may promote, administer and otherwise advertise the Promotion on social media outlets, including, but not limited to, Facebook, Google+, Pinterest, Instagram, YouTube and Twitter (collectively, "Social Media"). While Sterling on the Lake™ endeavors to make its Social Media sites available to all Participants and to the general public, it makes no guarantee as to the content or safety of its Social Media sites. By participating in the Promotion, Participant agrees to abide by the terms and conditions of each Social Media site, respectively, and further agrees that:

- Participant will not send or otherwise post unauthorized commercial communications (such as SPAM) on any Social Media sites.
- Participant will not collect users' content or information, or otherwise make any unauthorized access to a Social Media site using automated means (such as harvesting bots, robots, spiders, or scrapers) without Sterling on the Lake™'s permission.
- Participant will not engage in unlawful multilevel marketing, such as a pyramid scheme, on any Social Media sites.
- Participant will not upload viruses or other malicious code.
- Participant will not solicit login information or make any unauthorized access to another user's Social Media account.
- Participant will not bully, intimidate, or harass any user.
- Participant will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- Participant will not use any Social Media site to do anything unlawful, misleading, malicious, or discriminatory.
- Participant will not do anything that could disable, overburden, or impair the proper working of any Social Media site, such as a denial of service attack.

- Participant will not facilitate or encourage any violations of this section of the Official Rules.
- By taking part in the Promotion, Participant hereby grants to Social Media sites a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the content that is posted on or through such Social Media sites may be supported by advertising revenue and may display advertisements and promotions, and Participants hereby agree that Social Media sites may place such advertising and promotions on, about, or in conjunction with Participant's statement and/or photo(s). The manner, mode and extent of such advertising and promotions are subject to change without specific notice to Participant.

THE PROMOTION IS NOT SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, GOOGLE +, INSTAGRAM, TWITTER, PINTEREST, YOUTUBE OR ANY OTHER SOCIAL MEDIA SITE THAT MAY BE REFERENCED IN THESE OFFICIAL RULES. ALL PARTICIPANTS RELEASE ANY SOCIAL MEDIA SITE, INDIVIDUALLY, WHICH STERLING ON THE LAKE™ MAY UTILIZE IN THE PROMOTION, ADVERTISEMENT OR OTHER OF THIS PROMOTION.

By posting pictures or comments on any Social Media site owned or operated by Sterling on the Lake™ or its agents in connection with the Promotion, Participant unconditionally agrees that during and upon conclusion of the Promotion, all such comments, photos, and any other materials posted by the Participant shall be unconditionally assigned to Sterling on the Lake™ for use in any manner they deems fit and the ownership of such materials, whether consisting of copyright, authorship, intellectual property, or otherwise shall be transferred and conveyed to Sterling on the Lake™ as the owner for all purposes and that the Sterling on the Lake™ and its parent companies, affiliates, subsidiaries, agents, and licensees may use such information and materials collected without compensation to the Participant.

13. Disputes

Each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Promotion shall be resolved individually, without resort to any form of class action, and exclusively by arbitration under the current rules of the American Arbitration Association. Arbitration will take place in the 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. Any and all claims, judgments and rewards shall be limited to one-thousand dollars (\$1,000.00), and shall expressly exclude any award of attorneys' fees; and under no circumstances will any Participant be permitted to seek recovery for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for the actual value of the Program Incentive, and waives any and all rights to have damages multiplied or otherwise increased.

14. Additional Disclaimers

Sterling on the Lake™ and its affiliates, subsidiaries, parent companies and agents, officers, directors, shareholders, partners, members, employees, contractors and agents are not co-developing, co-building or a partner or joint venturer with Builder, and are in no way responsible for any obligations or representations of any of the Builder to third parties and/or homebuyers, and shall incur no liability whatsoever, nor shall they have any obligations or liability to any homebuyer regarding a home purchase from a Builder. Homebuyers waive, to the fullest extent permitted by law, any and all rights, claims, causes of action and other rights whatsoever against Sponsor and its affiliates arising out of their purchase transaction with the Builders.

NASH and Sterling on the Lake™, their affiliates, subsidiaries, parent companies and agents, officers, directors, shareholders, partners, members, employees, contractors and agents shall have no (i) liability whatsoever with respect to the development of Sterling on the Lake™ or the selling of homes by the Builders, and (ii) responsibility for any claims, issues or matters arising at Sterling on the Lake™.

Neither Sterling on the Lake™ nor its affiliates is a guarantor or party to any of the agreements between the Builders and third parties, including homebuyers. Homebuyers shall look solely to the Builders with respect to any claims or issues arising out of their purchase of a home in Sterling on the Lake™.