

THE PLATINUM CLUB REWARDS PROGRAM
(ESTRELLA)

TERMS AND CONDITIONS

PLEASE READ CAREFULLY AND INDICATE YOUR ACCEPTANCE AT THE END.

By enrolling in The Platinum Club Rewards Program (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 and revocation of any and all Points or Rewards earned pursuant to participation in the Program.

1. **ELIGIBILITY:** The Program is sponsored by NNP III – Estrella Mountain Ranch, LLC (“Sponsor”), located at 10300 South Estrella Parkway, Goodyear, Arizona 85338 and is open only to persons licensed as sales persons or brokers in the state of Arizona 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 (“Real Estate Professionals”). Employees, contractors, or agents other than brokers and salespersons of Sponsor, or Newland Communities, LLC or its affiliated companies (collectively “Newland”), as well as the immediate family (spouse, parents, siblings, and children) and household members of such employee, contractor and/or agent, are not eligible to participate.
2. **PROGRAM PERIOD:** The Program commences December 1, 2008, at 12:01 a.m. Mountain Standard Time (“MST”) and will conclude on November 30, 2009, at 11:59 p.m. MST (the “Program Period”), unless the Program is earlier terminated pursuant to Paragraph 9 below. Following successful enrollment, Members may earn Points during the Program Period solely as provided for at the Sponsor’s Website, as defined below, which Points must be redeemed for Rewards no later than December 15, 2009, at 11:59 p.m. MST (the “Program Redemption Period”). Accumulation and redemption of Points must be in accordance with the Terms and Conditions set forth at the Sponsor’s Website, as defined below.
3. **PROGRAM ENROLLMENT:** Real Estate Professionals may enroll in the Program, by logging on to the Sponsor’s website, www.Estrella.com and completing in full the official enrollment form located at such website. Real Estate Professionals may also enroll in the Program by obtaining the official enrollment form from the Estrella Information Center, 10300 South Estrella Parkway, Goodyear, Arizona 85338, completing it in full, signing it, and returning it, together with a Consent To Participate (defined below) and an IRS W-9 Form to the Estrella Information Center. A requirement of enrollment is to check the box indicating such Real Estate Professional’s agreement to

these Terms and Conditions. Enrollment will not be allowed unless Participant agrees to these Terms and Conditions. In addition, all required information must be supplied. Real Estate Professionals may enroll at any time during the Program Period. Successful enrollment requires the agency/broker with whom the enrolling Real Estate Professional is affiliated or associated or which employs the Participant (“Participant’s Broker/Agency”) to acknowledge and agree in writing to such enrollment and to Participant’s receipt of awards pursuant to this Program by executing the Consent To Participate Form (“Consent To Participate”). The Participant shall obtain his or her broker’s executed Consent To Participate and an IRS W-9 Form and provide it to Sponsor as soon as possible, but in no event later than the time when Points are redeemed for a Reward, as defined herein. Each Real Estate Professional who successfully enrolls in the Program (a “Participant”) may enroll one time only. 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, earning or award of Points (as described below), or a Participant’s compliance with these Terms and Conditions, will be resolved by Sponsor in its sole discretion. All mass entries or entries generated by a script, macro or use of automated devices will be disqualified. Sponsor is not responsible for: (a) any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, or availability, (b) garbled or jumbled transmissions, (c) service provider/internet/web site/use net accessibility or availability, or traffic congestion, (d) unauthorized human intervention, and/or (e) the incorrect or inaccurate capture of entry information or the failure to capture any such information.

4. **PRIOR ENROLLMENT:** Participants who were enrolled and participated in the Program prior to December 1, 2008 (“Revised Effective Date”), will be automatically re-enrolled in this Program provided that, no later than November 30, 2009 (“Mandatory Re-Enrollment Date”), all information previously provided to Sponsor as required for enrollment in the Program is accurate and current, or has been updated by Participant, and a current and complete Consent to Participate and W-9 have been received by Sponsor. Should a Participant enrolled in the Program prior to the Revised Effective Date fail to comply with this paragraph 4 by the Mandatory Re-Enrollment Date, such Participant will not be deemed to be enrolled in the Program and will forfeit any Points previously credited to his/her account during the Program Period.
5. **WARRANTIES AND REPRESENTATIONS:** By enrolling in the Program, Participant hereby warrants and represents that: (a) Participant will fully and timely disclose his or her participation in the Program to any client Participant represents, or to any party to a real estate transaction in which the Participant is involved, now or in the future (for as long as Participant participates in the Program), and will provide such client and/or party a copy of these Terms and Conditions; (b) Participant’s participation in the Program does not and will not violate any policies or conditions, or the provisions of any agreement, applicable to the relationship (agency or otherwise) between Participant and any client Participant represents or will represent during participation in the Program; (c)

Participant has obtained the written Consent of Participant's Broker/Agency and such written Consent, together with an IRS Form W-9, have been provided to Sponsor or will be provided to Sponsor no later than the time when any Points are redeemed for Rewards; and (d) Participant's acceptance of any Reward hereunder is subject to and does not violate any agreement Participant may have with Participant's Broker/Agency or any laws or regulations applicable to receipt of third-party or other incentives in connection with the sale of real estate.

- 6. REWARDS:** Premiums consist of "Points" which are points that are accumulated throughout the year solely as provided at the Sponsor's Website. Points must be redeemed for rewards ("Rewards") no later than the termination time and date of the Program Redemption Period. Participants shall be entitled to earn Rewards described in the How To Earn Rewards Chart ("Rewards Chart"), which can be found at the Sponsor's Website. The Rewards Chart may be revised or updated at any time prior to the conclusion of the Program Redemption Period. The number of Points required for each Reward is at the sole discretion of the Sponsor. Points are not transferable or refundable and must be accepted as awarded. Any unused Points will not carry over into future promotions and cannot be redeemed after the Program Redemption Period unless the Sponsor, in its sole discretion, elects to initiate another such program following the conclusion of the Program Period and allow any unused Points to be rolled-over to a later date. The Points have no cash value, and no cash or other substitution may be made, except by Sponsor, who reserves the right to substitute Points or Rewards with another premium of equal or greater value if the Reward is not available for any reason as determined by Sponsor in its sole discretion. Points are earned through participation in sponsored and other events, as more particularly described on the Sponsor's Website, provided such Participant has satisfied all Program requirements and complied fully with these Terms and Conditions, as well as any conditions posted upon the Sponsor's Website, as determined by Sponsor in their sole discretion. Reward opportunities will be periodically updated throughout the term of the Program at the Sponsor's Website. Except where prohibited, the Participant and Participant's Broker/Agency, as applicable, will be required to complete the attached Consent To Participate and a W-9 form prior to the redemption of the Points for a Reward, or the Reward will be forfeited. Participant and Participant's Broker/Agency, as applicable, are responsible for the payment of all local, state and federal taxes that may result from the receipt and/or use of any Rewards. An IRS form 1099 will be issued if required by law. All expenses or costs associated with the acceptance or use of any Rewards that are not expressly specified in these Terms and Conditions are the responsibility of the Participant.

Participant further acknowledges and agrees that the actual administration, handling, and shipping of the Rewards will be performed solely by an independent third party vendor, Whapps, LLC d/b/a Online-Rewards ("Online-Rewards"), whose contact information is as follows:

Whapps, LLC (D/B/A Online-Rewards)

3102 Maple Avenue
Suite 450
Dallas, TX 75201
Support @Online-Rewards.com
888-826-0783

As provided in Paragraph 6, Online-Rewards shall be solely responsible for such administration, handling, and shipping of Rewards. For the sole purpose of informing Participant of the terms and conditions of Online-Rewards' Rewards Redemption Policy ("Redemption Policy"), Sponsor, without in any way endorsing such Redemption Policy, would re-state it here as follows:

- A) Reward Items will be shipped within 7 to 14 business days following receipt of each order; [Online-Rewards] shall notify the recipient of any delays that may arise which are beyond its reasonable control and in these circumstances, [Online-Rewards] shall provide the reward recipient an opportunity to select an alternate item.
- B) [Online-Rewards] reserves the right to make subsequent modifications to The Catalog arising from the unavailability of products listed in The Catalog beyond its reasonable control.
- C) [Online-Rewards] shall use its reasonable endeavors to ensure that any replacement item/s are of a similar style and price.
- D) Claims by a participant in [Sponsor's] Rewards Program for damage to or failure to receive a redeemed item, must be made directly to [Online-Rewards]. A claim for damaged merchandise must be made no later than 7 days after receipt by a participant of [Sponsor's Program] of the ordered merchandise.
- E) defective merchandise must be returned by a participant of [Sponsor's Program] to [Online-Rewards] for warranty replacement within 30 days of its shipment to the participant. After 30 days, the defective merchandise must be returned by the participant directly to the manufacturer of the merchandise for warranty service.
- F) any order for a catalog item canceled or returned by a participant in the [Sponsor's] Rewards Program after the participant's order has been received by [Online-Rewards] and has been shipped to the participant shall be subject to a 20% restocking fee."

7. SWEEPSTAKES: During Program Period, Participant may be eligible to enter a sweepstakes based upon Participant's enrollment in the Program. By entering into such

Sweepstakes, Participant's agrees to review and comply with the official rules for such sweepstakes.

8. LIMITATIONS OF LIABILITY: All applicable federal, state and local laws and regulations apply. By participating in the Program and/or accepting a Point or a Reward, Participant agrees to release and hold Sponsor, Newland, all Builders in the Estrella community 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, losses (including but not limited to legal costs and reasonable attorneys' fees incurred at all judicial levels) and liability arising out of participation in the Program or use of Points. 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 Points for a Reward. 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 REWARDS 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. ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROGRAM, BUT IN NO EVENT ATTORNEY'S FEES. 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. Participants agree to rely solely on the manufacturers' warranties, if any, for any merchandise redeemed through the Program, and to the extent any problem or liability arises from a third party product, the Participant agrees to seek recourse solely from the applicable third party vendor and not Sponsor.

As provided in Paragraph 6 above, Participant acknowledges and agrees that the distribution and shipping of any Rewards pursuant to this Program will be handled exclusively by an independent third party vendor, and such independent third party, its successors and assigns shall be solely responsible for such distribution and shipping of Rewards directly to Participants. Participant further acknowledges and agrees that Sponsor shall not be responsible for any liability, losses, damages, claims, or lawsuits arising, in any way, out of the Rewards or the transmission or use thereof. Participant further acknowledges that the Rewards Program will 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 in 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 their sole discretion to disqualify any individual who tampers with the entry process.

Acceptance of a Reward 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 Sweepstakes. 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 Sweepstakes. 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.

9. 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, Points, Rewards 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 Reward. 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. Sponsor reserves the right, in its sole discretion, to determine what Participants are eligible to receive as Rewards with regard to Points received prior to cancellation, suspension or modification of the Program.

10. 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 Sponsor's Website. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.

11. FRAUDULENT ACTIVITY: Sponsor reserves the right to discontinue the Program participation of any Participant who engages in any fraudulent activity or any attempt to deliberately damage any website or undermine the legitimate operation of this Program, or who conducts activities in a manner inconsistent with these Terms and Condition or with any applicable federal, state or local laws, rules, or regulations. Discontinued participation will result in the loss of all Points and their associated benefits, including without limitation, the return of any Rewards previously awarded. **IN ADDITION, SPONSOR SHALL HAVE THE RIGHT TO TAKE APPROPRIATE ADMINISTRATIVE AND/OR LEGAL ACTION AS THEY DEEM NECESSARY IN THEIR SOLE DISCRETION, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

12. TERMS AND CONDITIONS: To request a copy of the Terms and Conditions or the name of the Reward recipients, send a self-addressed stamped envelope to the Estrella Information Center, Attn: The Platinum Club Rewards Program, 10300 South Estrella Parkway, Goodyear, Arizona 85338. Requests must be received within twelve (12) days of the end of the Program Period.

13. 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 Maricopa, State of Arizona, 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. Each Participant further irrevocably agrees that any and all claims, judgments, and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and under no circumstances will 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 actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

14. INTEGRATION AND SEVERABILITY: These Terms and Conditions constitute the entire agreement between Sponsor and Participants pertaining to the subject matter hereof and supersede 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.

15. REAL ESTATE PROFESSIONAL COMPLIANCE: All Participants must be licensed as Real Estate Professionals in the state of Arizona associated with a broker/agency, or working as a broker, in the state of Arizona. All Participants agree to comply with all applicable federal, state, and local laws and regulations, including, without limitation, fair housing laws, federal and state laws regulating the advertising and sale of subdivided land, telemarketing, and unsolicited email, disclosure laws, and other consumer protection laws.

16. DISCLAIMERS:

Any amounts paid pursuant to this Program do not affect or reflect any commissions otherwise due and payable by the Builders of homes in the Estrella community to Real Estate Professionals as a result of the purchase and sale of homes.

Homes in the Estrella community are constructed and sold by Builders not affiliated with Sponsor or Newland. Newland and Sponsor do not guarantee or warrant the obligations of, or construction by, such Builders, or the availability, or pricing of homes.

Nothing herein shall either authorize any person to offer to sell real estate in the Estrella community to, or to solicit offers to buy from, residents of Connecticut, Florida, Hawaii, Idaho, Illinois, New York, New Jersey and Oregon, or in any jurisdiction where prohibited by law. This Rewards Program is void where prohibited by law.