

**REAL-TOUR REWARDS PROGRAM**  
**(FISHHAWK RANCH & MIRABAY)**

**TERMS AND CONDITIONS**

**PLEASE READ CAREFULLY.**

By participating in the Real-Tour 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.

1. **ELIGIBILITY:** The Program is sponsored by FishHawk Communities Limited Partnership and Terrabrook Apollo Beach, LP (“Sponsors”) and is open only to persons licensed as sales persons or brokers in the state of Florida who are eighteen (18) 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 of Newland Real Estate Group, LLC (fka 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 employees, contractors and/or agents, are not eligible to participate.
2. **PROGRAM PERIOD:** The Program begins at 12:00 a.m. Eastern Daylight Time (“EDT”) on October 1, 2009, and ends at 6:00 p.m. EDT on September 30, 2010 (“Program Period”).
3. **PROGRAM ENROLLMENT:** Subject to further requirements set forth in this paragraph, Real Estate Professionals may enroll in the Program by: (1) logging on to [www.realtourrewards.com](http://www.realtourrewards.com), completing in full the official enrollment form located at such website and checking the box indicating such Real Estate Professional’s agreement to these Terms and Conditions; (2) completing in full the official enrollment form and checking the box indicating such Real Estate Professional’s agreement to these Terms and Conditions, using an electronic enrolling system located at kiosks at the FishHawk Ranch Welcome Center located at 16144 Churchview Drive, Suite 113, Lithia, FL 33547 and the MiraBay Welcome Center located at 205 Manns Harbor Drive, Apollo Beach, FL 33572; or (3) downloading the official enrollment form from the [www.realtourrewards.com](http://www.realtourrewards.com) website, completing it in full, signing it, and returning it, to Sponsors at one of the Welcome Centers described above. In all cases, enrollment will not be allowed unless such Real Estate Professional agrees to these Terms and Conditions by either checking the appropriate box on the enrollment form or signing the enrollment form. In addition, all required information must be supplied. Real Estate Professionals may enroll at any time during the Program Period. Successful enrollment also requires

that the Real Estate Professional (i) deliver to Sponsors a fully executed W-9 and (ii) that the agency/broker with whom the enrolling Real Estate Professional is affiliated or associated or which employs the Real Estate Professional (“Participant’s Broker/Agency”) acknowledges and agrees in writing to such Real Estate Professional’s participation in the Program (“Consent To Participate). The Consent To Participate and the W-9 must be delivered to Sponsors at either of the Welcome Centers described above as soon as possible, but in no event later than the time when Profit Points (defined below) are redeemed for a Premium (defined below). Each Real Estate Professional who successfully enrolls in the Program (a “Participant”) may enroll one time only, whether as an individual or as part of a “Validated Team” (as defined below). 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. Sponsors are 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 Profit Points (as described below), or a Participant’s compliance with these Terms and Conditions, will be resolved by Sponsors in their sole discretion. All mass entries or entries generated by a script, macro or use of automated devices will be disqualified. Sponsors are 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. **ACCEPTENCE OF TERMS AND CONDITIONS:** Unless there are any material changes in these Terms And Conditions or any conditions posted at [www.realtourrewards.com](http://www.realtourrewards.com), notice of which will be posted upon this website, Participant acknowledges and agrees that his/her acceptance of these Terms And Conditions shall continue for so long as this Program or any such subsequent program shall be in effect. Unless an opt-out notice is received by Sponsors from Participant at this website within thirty (30) days after such posting of a notice of a material change to this Program or any such subsequent program, then Participant shall be deemed to have accepted such material change and to have elected to continue as a Participant in this Program or any such subsequent program.
5. **PRIOR ENROLLMENT:** Participants who were enrolled and participated in the Program between October 1, 2008 and September 30, 2009 (“Previous Year”), will be automatically re-enrolled in this Program provided that, no later than 11:59 p.m. Eastern Standard Time (“EST”) on November 6, 2009 (“Mandatory Re-Enrollment Date”), Participant logs on to [www.realtourrewards.com](http://www.realtourrewards.com) and confirms 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 during the Previous Year fail to comply with this paragraph 5 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.

6. **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 consent of Participant's Broker/Agency and such Consent To Participate has been provided to Sponsors or will be provided to Sponsors no later than the time when any Profit Points are redeemed for Premiums; and (d) Participant's acceptance of any Premium 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.
7. **PREMIUMS:** "Profit Points" consist of points that are accumulated throughout the year as described in the Profit Points Schedule ("Profit Points Schedule"), which can be found at [www.realtourrewards.com](http://www.realtourrewards.com). The Profit Points Schedule may be revised or amended at any time by Sponsors, at their sole discretion, prior to the conclusion of the Program Period. Profit Points may be redeemed for rewards, such as merchandise and gift cards ("Premiums") at the Grand Event, scheduled for November 2010. Specific information concerning the date, time and location of the Grand Event will be posted on the Real Tour Rewards website at [www.realtourrewards.com](http://www.realtourrewards.com) on or about October 1, 2010. This information will also be available at the FishHawk Ranch and MiraBay Welcome Centers on or about October 1, 2010. The number of Profit Points allocated for each Premium is at the sole discretion of the Sponsors. Profit Points are not transferable or refundable and must be accepted as awarded. Participants must attend the Grand Event in order to redeem any Profit Points for Premiums. Any unused Profit Points will not carry over into future promotions and cannot be redeemed at a later time. The Profit Points have no cash value, and no cash or other substitution may be made, except by Sponsors, who reserve the right to substitute Premiums or rewards with another premium of equal or greater value if the Premium is not available for any reason as determined by Sponsors in their sole discretion. Provided Participant has satisfied all Program requirements and complied fully with these Terms and Conditions, as determined by Sponsors in their sole discretion, Profit Points shall be awarded to such Participant in connection with: (a) each Qualified Visit (as defined below) to the FishHawk Ranch or MiraBay communities, (b) upon an Eligible Home Sale (as defined below) or Eligible Re-Sale at the Mirabay community (as defined below) attributable to the relevant Participant (i.e., the Participant that is employed by or affiliated or associated with such Participant's Broker/Agency), and/or (c) upon attendance at various community broker/salesperson events (as defined below), The Participant will be required to complete and return an Official Enrollment Form, a Consent to Participate, and a W-9 form no later than the time when Profit Points are redeemed for a Premium (defined below), or the Premium 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 Premium. An IRS form 1099 will be issued if required by law. All expenses or costs associated with the acceptance or use of any Profit Point rewards that are not expressly specified in these Terms and Conditions are the responsibility of the Participant.

8. **QUALIFIED VISIT:** “Qualified Visit” shall mean a visit during the Program Period (but in any event after Participant’s successful enrollment in the Program) to either the FishHawk Ranch or MiraBay Welcome Center by a Participant accompanied by a New Home Client, as defined below, where the Participant registers the New Home Client’s visit to the community using the electronic registering system located at kiosks within the Welcome Center or by completing a paper registration form. For purposes of this promotion, a qualified prospective homebuyer (“New Home Client”) shall mean a prospective homebuyer who has not previously been registered at that Welcome Center, is visiting for the first time, and has engaged Participant as his or her agent for the prospective purchase of a new home from a Builder (as defined below) at the communities of FishHawk Ranch or MiraBay. Sponsors reserve the right to verify that Participants accompanied New Home Clients to the FishHawk Ranch and/or MiraBay community’s Welcome Center.
9. **ELIGIBLE HOME SALE:** “Eligible Home Sale” shall mean a verified sale with respect to the purchase of a home in the inventory of a Builder or a home that is newly constructed by a Builder (as defined below) at the FishHawk Ranch or MiraBay community (a) for which Participant’s broker is eligible to receive a commission, (b) that is contracted for by Participant’s New Home Client during the Program Period (but in any event after Participant’s successful enrollment in the Program) and closes by no later than September 30, 2010, and (c) that is verified by receipt by Sponsors from Participant or Builder of a fully executed purchase and sale agreement between Builder and New Home Client, and a fully executed closing statement between a Builder and Participant’s New Home Client. Participants must similarly notify Sponsors in writing to the Welcome Center of the community in which the home is located (the FishHawk Ranch Welcome Center is located at 16144 Churchview Drive, Ste. 113, Lithia, FL 33547; the MiraBay Welcome Center is located at 205 Manns Harbor Drive, Apollo Beach, FL 33572) of each Eligible Home Sale within seven (7) days of such sale. Failure to timely notify Sponsors within seven (7) days of an Eligible Home Sale and to provide Sponsors with documents described in 9(c) above, if such documents are not provided by the Builder, will result in Eligible Home Sale not qualifying for inclusion in this Program. A “Builder” is a person or entity engaged in the business of home construction that has purchased one or more lots in the FishHawk Ranch or MiraBay communities from the Sponsors and has constructed homes on one or more such lots.
10. **ELIGIBLE RE-SALE:** “Eligible Re-Sale” shall mean a verified re-sale of an existing pre-owned home located in the MiraBay community (a) for which Participant’s broker is eligible to receive a commission as the re-sale home purchaser’s broker, (b) that is contracted for by Participant’s re-sale home purchaser client after February 17, 2010 (but in any event after Participant’s successful enrollment in the Program) and closes by no later than June 30, 2010, and (c) that is verified by receipt by Terrabrook Apollo Beach,

LP from Participant of the fully executed closing statement between an existing MiraBay homeowner as seller and Participant's re-sale home purchasing client. Participants must provide such required document to Terrabrook Apollo Beach, LP at the MiraBay Welcome Center located at 205 Manns Harbor Drive, Apollo Beach, FL 33572 within thirty (30) days of the closing of such Eligible Re-Sale. Failure to timely provide Terrabrook Apollo Beach, LP within thirty (30) days the document described in this Paragraph 10(c) above will result in such Eligible Re-Sale not qualifying for inclusion in this Program.

11. **ATTENDANCE AT EVENTS:** "Attendance at various community broker/salesperson events" shall refer to events which are posted at [www.realtourrewards.com](http://www.realtourrewards.com) and/or promoted via e-mail and/or mailed invitations to Participants. Information about such events will be posted from time to time on the Real Tour Rewards website located at [www.realtourrewards.com](http://www.realtourrewards.com), or will be available at the Welcome Center for each community. To ensure points are credited to Participants for attendance at such events, Participants are required to provide a business card at the event and must be successfully enrolled in the Program.
12. **VALIDATED TEAMS:** Only Real Estate Professionals are eligible to participate. Corporations, associations, or other groups or entities may not participate in the Program. No individual or company shall direct, encourage, or allow individuals to use a single enrollment in the Program for the purpose of accumulating Eligible Home Sales and/or Eligible Re-Sales for combined qualification for Premiums. Notwithstanding the foregoing, Validated Teams may participate as single Participants. A "Validated Team" shall mean two or more Real Estate Professionals ("Team Members") who provide proof satisfactory to Sponsors that not less than 90% of all real estate closings completed by the Team Members for the twelve month period immediately prior to such Validated Team's enrollment in the Program were completed by the Team Members working together and sharing (other than nominally) in the commissions paid with regard to such closings. Items such as closing documents, income tax returns, business cards, yard signs, etc., provided by the Team Members will be considered for validation of the team. The decision regarding validation of a team shall be within Sponsors' sole discretion. A Validated Team will be considered one Participant for purposes of Profit Point qualifications and awards, and such Team will have no greater opportunity to earn Profit Points than would a solo Participant. The Members of the Validated Team agree to share Profit Points in accordance with any agreement in place between individuals in such team. Distribution of a Profit Point to one individual in a Validated Team shall be considered distribution to all individuals in a Validated Team. Sponsors shall not be liable to any individual in a Validated Team for full or partial Profit Point award once Sponsors have delivered a Profit Point reward to any Validated Team.
13. **LIMITATIONS OF LIABILITY:** All federal, state and local laws and regulations apply. By participating in the Program and/or accepting a Profit Point, Participant agrees to release and hold Sponsors, Newland, all Builders in the FishHawk Ranch and MiraBay communities 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 Profit 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 Premium. **By participating in this Program, Participants agree to be bound by these Terms and Conditions and the decisions of Sponsors which are final and binding in all respects.** Sponsors 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 Sponsors' 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 PREMIUMS 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.

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. Sponsors assume 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. Sponsors are 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. Sponsors reserve the right at their sole discretion to disqualify any individual who tampers with the entry process.

Participant acknowledges and agrees that "System" (the State of California Public Employees' Retirement System and any party related to Sponsors 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 Sponsors for the enforcement of any claims arising hereunder or related hereto.

Acceptance of a Premium by a Participant constitutes permission for the Sponsors, 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 Sponsors and will not be returned.

14. **MODIFICATIONS AND TERMINATION OF THE PROGRAM:** Sponsors reserve 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, Premiums 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 Premiums. 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 Sponsors' Website at [www.realtourrewards.com](http://www.realtourrewards.com) and at the following websites: [www.fishhawkranch.com](http://www.fishhawkranch.com), [www.mirabay.com](http://www.mirabay.com). Sponsors reserve the right, in their sole discretion, to determine what Participants are eligible to receive as Premiums with regard to Eligible Home Sales and Eligible Re-Sales closed prior to cancellation, suspension or modification of the Program.
15. **PERSONAL INFORMATION:** To learn how the personal information collected in connection with the Program may be used, individuals should read Sponsors' Privacy Policy which is available at [www.realtourrewards.com](http://www.realtourrewards.com) and at the following websites: [www.fishhawkranch.com](http://www.fishhawkranch.com), [www.mirabay.com](http://www.mirabay.com). The terms of Sponsors' Privacy Policy may change at any time and are incorporated herein by reference.
16. **FRAUDULENT ACTIVITY:** Sponsors reserve the right to discontinue the Program participation of any Participant who engages in any fraudulent activity or any attempt to deliberately damage any web site or undermine the legitimate operation of this Program,

or who 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 of all Premiums and their associated benefits, including without limitation, the return of any Premiums previously awarded. IN ADDITION, SPONSORS SHALL HAVE THE RIGHT TO TAKE APPROPRIATE ADMINISTRATIVE AND/OR LEGAL ACTION AS THEY DEEM NECESSARY IN THEIR SOLE DISCRETION, AND SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

17. **TERMS AND CONDITIONS:** To request a copy of the Terms and Conditions or the name of the Premium recipients, send a self-addressed stamped envelope to FishHawk Ranch Welcome Center, 16144 Churchview Drive, Suite 113, Lithia, FL 33547 or MiraBay Welcome Center, 205 Manns Harbor Drive, Apollo Beach, FL 33572. Requests must be received within twelve (12) days of the end of the Program Period.
18. **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 Hillsborough, State of Florida, 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 Professionals and Sponsors in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules of provisions (whether the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.
19. **INTEGRATION AND SEVERABILITY:** These Terms and Conditions constitute the entire agreement between Sponsors 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.
20. **REAL ESTATE PROFESSIONAL COMPLIANCE:** All Participants must be licensed as Real Estate Professionals in the state of Florida associated with a broker/agency, or working as a broker, in the state of Florida. 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.

## 21. 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 FishHawk Ranch and MiraBay communities to Real Estate Professionals as a result of the purchase and sale of homes in such communities, or by MiraBay homeowners as a result of the purchase and sale of re-sale homes in that community.

Homes in the FishHawk Ranch and MiraBay communities are constructed and sold by Builders not affiliated with Sponsors or Newland. Newland and Sponsors 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, or to solicit offers to buy, real estate in the FishHawk Ranch or MiraBay communities to residents of Connecticut, Hawaii, Idaho, New York, New Jersey and Oregon, or in any jurisdiction where prohibited by law. This Rewards Program is void where prohibited by law.