

Rancho Mission Viejo Enhanced Resident Referral Program

OFFICIAL RULES

1. Program Sponsor. The Rancho Mission Viejo Enhanced Resident Referral Program (“Program”) is sponsored by RMV PA2 Development, LLC (“Sponsor”).

2. Program Area. The Program relates solely to that master planned community located in southern Orange County, California and commonly known as the “Rancho Mission Viejo” (the “Community”).

3. Authorized Participants. The Program is open solely to “Referring Homeowners” – *i.e.*, individuals who, during the Program Period (*see* Section 5, below), (i) are the owners of homes located within the Community, (ii) refer one or more Prospects (*see* Section 3.a, below) to the Community and (iii) satisfy all other eligibility requirements established in these Official Rules.

a. Definition of “Prospect”: An individual who (i) does not own a home located within the Community, (ii) has been referred to the Community by an eligible Referring Homeowner during the Program Period and (iii) enters into a contract - prior to the expiration of the Program Period - for the purchase of a new home within the Community.

4. Description of Program. If:

- An eligible Referring Homeowner introduces a Prospect to the Community during the Program Period; -AND-
- The Prospect, during the Program Period, enters into a sales contract for the purchase of a new home within the Community (“Sales Contract”); -AND-
- The Prospect successfully closes escrow per the terms of the Sales Contract;

then, subject to all other Program conditions, requirements and restrictions, the Referring Homeowner shall be entitled to receive from Sponsor a Community Benefit Certificate (*see* Section 8.a, below) with a stated value of Five Hundred and No/100 Dollars (\$500.00) that may be redeemed by the Referring Homeowner for one (1) or more Vouchers (*see* Section 8.c, below) that allow for the purchase of select services, products and/or privileges offered within the Community.

5. Program Period. The period for eligible Referring Homeowner participation in the Program begins 12:00:01 a.m. Pacific Standard Time (“PST”) on April 13, 2019 and ends 11:59:59 p.m. PST on July 12, 2019 (“Program Period”).

6. Eligibility Requirements. For a Referring Homeowner to be eligible to receive a Community Benefit Certificate under the Program:

- The Referring Homeowner must own a home within the Community (i) at all times during the Program Period and (ii) at the time the Community Benefit Certificate is awarded.
- The Referring Homeowner must refer a Prospect to the Community.
- Prior to the expiration of the Program Period, the Prospect must enter into a Sales Contract for the purchase of a new home within the Community.

- The Prospect must complete and submit a Referral Acknowledgment Form (“RAF”) concurrent with his/her execution of the Sales Contract – AND – the Referring Homeowner must be clearly identified as the “Referring Homeowner” on the RAF.
- The Prospect must successfully close escrow on the purchase of the new home in accordance with the terms of the Sales Contract.
- The Referring Homeowner must provide Sponsor with a completed W-9 form (which will be requested by Sponsor - or its affiliate - at the time the Referring Homeowner receives notice that he/she is eligible to receive a Community Benefit Certificate under the Program).

7. Ineligible Parties.

a. Brokers and Sales Agents. Real estate brokers and sales agents who are residents of the Community are not entitled to participate in the Program.

b. Referring Homeowners Who Purchase Additional Homes within the Community. The Program is applicable / available only to Referring Homeowners who refer Prospects to the Community. A Referring Homeowner (or a member of his/her immediate household) who purchases one (1) or more additional homes within the Community does not qualify as a Prospect for purposes of the Program (*i.e.*, a Referring Homeowner cannot be a Prospect).

8. Award of Community Benefit Certificates; Selection of Benefits; Redemption.

a. Notification of Award. Following Sponsor’s confirmation that all Program conditions and requirements have been satisfied in relation to consummation of a particular Sales Contract, Sponsor and/or its affiliate(s) shall provide notice to the Referring Homeowner concerning his/her entitlement to receive an award under this Program (“Notification of Award”). The Notification of Award shall be delivered via e-mail, U.S. Mail or other delivery method selected by Sponsor and/or its affiliate(s); the Notification of Award shall be dispatched to the contract address identified for the Referring Homeowner on the RAF. The Notification of Award shall advise the Referring Homeowner that he/she has won a certificate (“Community Benefit Certificate”) in the stated amount of Five Hundred and No/100 Dollars (\$500.00) that may be used toward the purchase of select services, products and privileges offered within the Community. The Notification of Award shall further advise the Referring Homeowner regarding where he/she may collect the Community Benefit Certificate (the “Distribution Center”).

b. Collection of Community Benefit Certificate; Selection of Benefits. Following the Referring Homeowner’s receipt of a Notification of Award, the Referring Owner shall be entitled to visit the Distribution Center and collect the Community Benefit Certificate. In collecting the Community Benefit Certificate, the Referring Homeowner shall be presented with a menu of options (the “Options Menu”) that identify (i) the services, products and/or privileges that are available for selection by the Referring Homeowner and (ii) the stated values for each of the available services / products / privileges. The Referring Homeowner shall be entitled to (A) select one (1) or more of the services / products / privileges that are listed in the Options Menu and (B) apply the value of the Community Benefit Certificate against the cost of the services / products / privileges thus selected. The services / products / privileges thus selected by the Referring Homeowner are hereafter referred to as the “Benefits”.

c. Issuance of Vouchers. Following the Referring Homeowner’s selection of Benefits, Sponsor and/or its affiliate(s) shall cause the vendors associated with said Benefits to issue gift cards, tokens or other certificates that memorialize the Benefits thus selected (collectively, the “Vouchers”). Sponsor and/or its affiliate(s) shall further coordinate for delivery of the Vouchers to the

Distribution Center. Whereupon, notice shall be delivered to the Referring Homeowner (at the address identified on the RAF or as otherwise provided by the Referring Homeowner) advising that he/she may visit the Distribution Center and collect the Vouchers. [*Note:* Depending upon the vendor and/or the Benefits selected by the Referring Homeowner, the preparation, delivery and availability of the Vouchers may be delayed. Neither Sponsor, its affiliate(s), the Distribution Center nor the vendors offer any guaranty or warranty regarding the delivery date for the Vouchers.]

d. Redemption of Vouchers. Following the Referring Homeowner's receipt of the Vouchers, he/she shall be entitled to redeem the Vouchers in accordance with the terms and conditions specified for each Voucher. The Referring Homeowner acknowledges that certain of the Benefits (and redemption of the associated Vouchers) may be subject to conditions precedent, time constraints and other pre-requisites and limitations. The Referring Homeowner shall be responsible for complying with all requirements and requisites attendant to each Voucher. Moreover, the Referring Homeowners shall be responsible for redeeming each Voucher prior to its stated expiration date. In the event that the Referring Homeowner fails to timely redeem a Voucher, the Voucher shall be deemed automatically null and void and neither Sponsor, its affiliate(s), the Distribution Center nor the relevant vendor shall be obligated to extend or replace the expired Voucher. In addition, neither Sponsor, its affiliate(s), the Distribution Center nor the relevant vendor shall have any obligation or liability to replace a lost or stolen Voucher.

e. Changes in Options Menu / Benefits. Sponsor has the right to change the Options Menu at any time (with or without notice) and to substitute any Benefit selected by the Referring Homeowner with a product, service or privilege of equal or greater value.

f. Referring Homeowner's Responsibility for Additional Fees and Charges. In the event that the value of any selected Benefit(s) is more than Five Hundred and No/100 Dollars (\$500.00), the Referring Homeowner shall be responsible for any additional amounts, charges or expenses associated with the selected Benefit(s). In no event shall Sponsor be obligated or responsible to satisfy or pay any amounts, charges or expenses associated with the Benefits that exceed, in the aggregate, a value of Five Hundred and No/100 Dollars (\$500.00).

g. No Transfers of Award; No Exchanges or Substitutions. All items awarded pursuant to the Program (*i.e.*, the Community Benefit Certificate and the associated Vouchers) shall be deemed personal to the Referring Homeowner and may not be transferred, sold or conveyed to any other individual or entity. Moreover, the Referring Homeowner may not (i) redeem or otherwise exchange the Vouchers for cash or other form of payment or (ii) trade, swap or substitute the Vouchers for any other product, service, privilege or consideration. Any attempted transfer, sale, conveyance, exchange, trade, swap or substitution of any item or right awarded under the Program shall be deemed automatically null and void and shall cause the immediate forfeiture of all items / rights awarded to the Referring Homeowner under the Program.

9. Tax Obligations. For any Community Benefit Certificate awarded by Sponsor pursuant to the Program, the receiving Referring Homeowner shall be responsible for the calculation and payment of any taxes that are associated with Sponsor's award of the Community Benefit Certificate (including the issuance of any Vouchers associated with said award). If required by applicable law, Sponsor and/or its affiliate(s) shall prepare and transmit to the Referring Homeowner a statement of miscellaneous income or similar tax reporting document (*e.g.*, I.R.S. 1099 Form).

10. Other Program Conditions and Restrictions.

a. Program Applicable to New Home Sales Only. The Program is applicable only to the first-time sale of new homes within the Community. Resales of homes within the Community are not eligible under the Program.

b. Only One Community Benefit Certificate per Sales Contract. Only one (1) Community Benefit Certificate will be awarded in connection with the successful close of escrow of an eligible Sales Contract.

c. Multiple Referrals/Closings – Multiple Community Benefit Certificates. If an eligible Referring Homeowner introduces the Community to multiple Prospects during the Program Period, and said introductions result in the successful close of escrow on multiple Sales Contracts, then (subject to all other terms, requirements and limitations of these Official Rules) the Referring Homeowner shall be entitled to receive one (1) Community Benefit Certificate for each of said Sales Contracts that successfully closes escrow.

d. No Credit for Prospects Introduced prior to the Program Period. The opportunity to receive a Community Benefit Certificate applies only to Prospects introduced to the Community - and Sales Contracts entered into - during the Program Period. If a Referring Homeowner introduced a Prospect to the Community prior to the Program Period, said Prospect shall not be deemed an eligible Prospect for purposes of implementing the Program.

e. Residence Owned by More than One (1) Referring Homeowner. For purposes of awarding Community Benefit Certificates under the Program, the term “Referring Homeowner” means the collective owners of a single residence within the Community. If a residence is owned by more than one (1) individual/entity, then only one (1) Community Benefit Certificate shall be awarded to the collective owners of the residence.

f. Only One (1) RAF per Sales Contract. A Prospect may prepare and submit only one (1) RAF. Multiple RAFs (which identify more than one (1) Referring Homeowner) will not be accepted by Sponsor. If Sponsor receives more than one (1) RAF in connection with a specific Sales Contract, Sponsor shall have the right, in its discretion, to (i) select which RAF is applicable to the Sales Contract or (ii) disqualify the Prospect as a qualifying Prospect under the Program. In the event of any such disqualification, the Referring Homeowner shall not be eligible to receive a Community Benefit Certificate in relation to the relevant Sales Contract.

g. Forfeiture of Community Benefit Certificate / Vouchers. If a Referring Homeowner (i) receives a Community Benefit Certificate and (ii) thereafter sells, transfers or otherwise conveys his/her Community residence prior to redemption of the Community Benefit Certificate or any associated Vouchers, the unredeemed Community Benefit Certificate or Vouchers (as appropriate) shall be deemed forfeit. In no event shall the unredeemed Community Benefit Certificate or associated Vouchers (as appropriate) be transferrable to the new owner of the Referring Homeowner’s residence or to any other individual/entity; nor shall the Referring Homeowner be entitled to receive a payment or other consideration in lieu of (or exchange for) the unredeemed Community Benefit Certificate or associated Vouchers (as appropriate). Moreover, the Referring Homeowner shall continue to be responsible for all taxes associated with the full value of the Community Benefit Certificate, even though the unredeemed Community Benefit Certificate or associated Vouchers (as appropriate) are deemed forfeit.

h. Rescission of Award. Sponsor may rescind a Community Benefit Certificate or any associated Vouchers at any time if (i) any information provided by the Prospect or the Referring Homeowner (whether in the RAF or otherwise) proves to be false or misleading or (ii) the Referring Homeowner violates any of these Official Rules.

i. Failure of Neighborhood Sales Office to Provide Completed RAF. Sponsor is not responsible or liable to any Referring Homeowner for failure to supply a Community Benefit Certificate by reason of the failure of the neighborhood sales office to timely provide a completed RAF to Sponsor.

j. Other Referral Programs Sponsored by Neighborhood Builders; No Community Benefit Certificate. A Referring Homeowner shall not be entitled to receive a Community Benefit Certificate if (i) the neighborhood builder that is associated with the Sales Contract has implemented its own referral program (“Builder Referral Program”) and (ii) the Referring Homeowner has received, or is entitled to receive, from said neighborhood builder (including any affiliates, agents or assignees thereof) a payment or other benefit as the result of referring or introducing the Prospect to the Community. In the event that the Referring Homeowner receives, or is entitled to receive, a payment or other benefit pursuant to a Builder Referral Program, then any Community Benefit Certificate associated with the Sales Contract shall be deemed forfeit and Sponsor shall have no obligation to provide the Community Benefit Certificate.

11. Publicity. Acceptance of any Community Benefit Certificate constitutes permission for Sponsor and its affiliates to use the Referring Homeowner’s name, city/village of residence, photograph, video tape, film or any other likeness, including his/her voice, recorded or live, for purposes of Sponsor’s and/or its affiliates’ advertising and promotion in any and all forms of media without further compensation, except where prohibited by law. The Referring Homeowner receiving the Community Benefit Certificate further agrees to hold Sponsor and its affiliates blameless and without liability for such publication, broadcast or use.

12. Conduct of Referring Homeowners. The failure by any Referring Homeowner to comply with these Official Rules or other instructions of Sponsor may result in the Referring Homeowner’s disqualification from the Program in Sponsor’s sole discretion. Referring Homeowners further agree to comply with and be bound by the decisions of Sponsor, which will be final and binding in all respects. Sponsor reserves the right at its sole discretion to disqualify any Referring Homeowner it finds to be tampering or attempting to tamper with the Program, acting in violation of these Official Rules, or violating any term, condition, restriction or limitation appearing in (or associated with) any Voucher.

13. General Provisions. Sponsor’s failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event of a discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), the discrepancy will be resolved in Sponsor’s sole discretion. Sponsor is not responsible or liable to any Referring Homeowner or any person claiming through a Referring Homeowner for failure to supply a Community Benefit Certificate or a Voucher by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulation, order or request proves to be invalid), equipment failure, terrorist acts, threatened terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond Sponsor’s sole control. Sponsor may modify and amend these Official Rules as they appear in print or online from time to time during the conduct of the Program for clarification

purposes without materially affecting the terms and conditions of the Program. Sponsor is not responsible for any typographical or printing errors in the advertising of the Program, these Official Rules, the RAF, website pages or other promotional materials.

14. Termination or Changes. Sponsor reserves the right to terminate the Program at any time without notice to the extent permissible by law. Sponsor may modify the Official Rules (including any updates thereto) from time to time, to the extent permissible by law, with or without notice, and continued participation in the Program after such modification shall be deemed to be acceptance of any such modification. It is each Referring Homeowner's responsibility to check the Official Rules that can be found at the Program web-site or available by mail (*see* Section 17, below) regularly to determine whether the Official Rules have been modified. If a Referring Homeowner does not agree to any modification of the Official Rules, said individual must immediately cease participation in the Program.

15. Choice of Law; Venue. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Referring Homeowners and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of California, without regard for its conflicts of law doctrine, and all proceedings shall take place in Orange County, California.

16. No Responsibility for Personal Information. Sponsor is not responsible for the security of any personal information that is provided by any Referring Homeowners or Prospects (pursuant to the RAF or otherwise).

17. Copy of Official Rules. For a copy of the Official Rules, please send - not later than thirty (30) days following the end of the Program Period - a self-addressed stamped envelope in a separate, first class stamped envelope to:

Rancho Mission Viejo Enhanced Resident Referral Program
Official Rules
c/o RMV Community Development, LLC
Attn: Marketing Department
P.O. Box 9
San Juan Capistrano, CA 92693

18. Questions Regarding Program. Please present all questions regarding the Program (including eligibility requirements, the RAF and the award of Community Benefit Certificates) to the neighborhood sales offices. If the neighborhood sales offices are unable to answer a particular question, said offices may contact the Sponsor for assistance in resolving the question. Sponsor will respond only to questions presented by the neighborhood sales offices; Sponsor will not accept direct inquiries or questions from Referring Homeowners, Prospects or others regarding the Program. The neighborhood sales offices shall be responsible for relaying Sponsor's answer/information to the party who presented the question. Notwithstanding any provision herein to the contrary, Sponsor shall not be responsible or otherwise liable to the Referring Homeowners, Prospects or others for the actions of the neighborhood sales offices in providing incorrect or incomplete information regarding the Program.