

RIVERLIGHTS BUYER CAMPAIGN

TERMS AND CONDITIONS

PLEASE READ CAREFULLY.

THIS CAMPAIGN IS INTENDED FOR PARTICIPANTS WHO PURCHASE A HOME IN RIVERLIGHTS DURING THE CAMPAIGN PERIOD. DETAILS AND QUALIFICATIONS FOR PARTICIPATION IN THIS CAMPAIGN APPLY.

OPEN ONLY TO LEGAL RESIDENTS OF THE STATE OF NORTH CAROLINA AND/OR VISITORS OF THE RIVERLIGHTS COMMUNITY, WHO ARE 18 OR OLDER. VOID WHERE PROHIBITED BY LAW. THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

By participating in the *RiverLights Fall Event HOA Fee Promotion* (the “Campaign), 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.

No, I decline.

Yes, I accept and hereby acknowledge and agree that:

1. ELIGIBILITY: NNP IV-Cape Fear River, LLC, a Delaware limited liability company (“Sponsor”) is the developer of the RiverLights Community (“Community” or “RiverLights”) located in New Hanover County, NC. Sponsor is implementing the Campaign in order to generate interest in the Community and its homebuilders (“Builders”) and is open only to persons who are eighteen (18) years of age or older as of the date of the Campaign Period (as defined below). All Participants must sign a contract for the purchase of a home in RiverLights from a participating Builder during the Campaign Period and close the purchase of such new home on or before June 7, 2019 (“Closing Period”). Employees, contractors, or agents of Sponsor, Newland Real Estate Group, LLC fka Newland Communities, LLC (“Newland”), or of any “Builder” (defined below) 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 this Campaign may apply. These details and qualifications are set forth in these Terms and Conditions. The participating Builders are ...

2. SPONSOR: NNP IV-Cape Fear River, LLC, whose business address is 13777 Ballantyne Corporate Place, Suite 250, Charlotte, NC 28277. Sponsor has retained Newland solely as the property manager of RiverLights. Newland is simply administering the Campaign on behalf of Sponsor and is not responsible in any way for its implementation or the manner in which the Campaign is conducted.

3. AGREEMENT TO OFFICIAL RULES: Participation in the Campaign constitutes Participant's full and unconditional agreement to and acceptance of these Terms and Conditions and the decisions of Sponsor, which are final and binding.

4. CAMPAIGN PERIOD: The Campaign begins at **8:00 a.m. Eastern Standard time (EST)** on **October 26, 2018** and ends at **8:00 p.m. (EST)** on **December 14, 2018**. ("Campaign Period").

5. CAMPAIGN ENROLLMENT: To enroll in the Campaign, a Participant must enter into a fully completed, signed and executed contract to purchase a home in RiverLights during the Campaign Period. The contract must be offered and accepted by the Builder by the end of the Campaign Period. Any effort by a Participant to misrepresent himself or herself through the use of aliases or otherwise, will result in termination of Participant from eligibility in the Campaign. Sponsor is not responsible for any incorrect or inaccurate information supplied by any Participant during participation in or otherwise in connection with the Campaign. All questions or disputes regarding eligibility for the Campaign, earning or payment of Premiums (as defined below), or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion.

6. PREMIUM: A Premium consisting of the payment of homeowners association dues on behalf of the Participant in the amount of One Thousand One Hundred Forty Dollars (***\$1,140***) to ***RiverLights Community Association, Inc (HOA)*** for a period of one year ("Premium") shall be paid on behalf of each eligible Participant in connection with each Eligible Home Closing (as defined below), provided such Buyer has satisfied all Campaign requirements and complied fully with these Terms and Conditions, as determined by Sponsor in its sole discretion. A total of ten (10) Premiums up to \$1,140 each, will be awarded to individual Participants during the Campaign Period. Sponsor's payment of HOA dues to the HOA shall begin on the first day of the month that follows closing on the home Participant purchased from a Builder in RiverLights and shall continue for 11 months thereafter, for a total period of time not to exceed 12 months. Each Participant shall be solely responsible for all monthly assessments due to the HOA for the 12-month period following the closing after application of the Premium, and Participant acknowledges its responsibility to make such payments to the HOA. Each Participant shall be responsible for payment of all monthly general assessments and any special assessments due to the Association following closing on their home. Neither the participating Builder nor Sponsor shall be responsible for any post-closing increase in general assessments or special assessments. Notwithstanding the benefits received by each Participant in the form of the Premium, each Participant and owner of a new home in RiverLights continues to bear ultimate responsibility to ensure that all assessments and charges levied by the HOA are timely paid. Premium shall not relieve Participants from any other HOA charges, special assessments, fines, etc., if any, that may be assessed by the HOA during such twelve (12) month period. THIS OFFER IS ONLY APPLICABLE TO ASSESSMENTS PAID TO THE AND NOT TO ANY NEIGHBORHOOD OR SUB-ASSOCIATION. FURTHERMORE, THERE IS NO CASH SUBSTITUTE PROVIDED TO PARTICIPANTS. Except where prohibited, the Buyer and will be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit") and a W-9 form. Premiums consist only of items specified in these Terms and Conditions. No substitution may be made, except by Sponsor, who reserves the right to substitute another Premium, as determined by Sponsor in its sole discretion. A Participant's right to receive Premium is not transferable. Premium recipients are responsible for the payment of all local, state, and federal taxes that may result from the receipt and/or use of any Premium. Sponsor will issue an IRS Form 1099 if required by law. No more than one Premium per Buyer and per Eligible Home Closing will be awarded. Premiums will not be paid to any persons licensed as sales persons or brokers in the state of ***North Carolina***. Nothing herein shall constitute authorization or inducement of any individual to provide, attempt to provide, or offer

to provide real estate brokerage services. All expenses or costs associated with the acceptance of any Premium that are not expressly specified in these Terms and Conditions as part of the Premium are the responsibility of winner. A Premium will be awarded only if properly claimed.

7. ELIGIBLE HOME CLOSING: “Eligible Home Closing” shall mean a verified closing with respect to the purchase by a Participant of a home in the inventory of a Builder or a home that is newly constructed by a Builder at *RiverLights* (a) that is contracted for during the Campaign Period, receipt by Sponsor from Builder or Participant along with the purchase and sales agreement. **Homes must close by June 7, 2019** and shall be verified by the Sponsor upon receipt of the HUD closing statement. Participants must notify Sponsor in writing of the Eligible Home Closing within ten (10) days of the closing. Failure to timely notify Sponsor within ten (10) days of an Eligible Home Closing and to provide Sponsor with documents described above will result in Eligible Home Closing not qualifying for inclusion in this Campaign or Premium. A “Builder” is a person or entity that has purchased one or more lots in *RiverLights* from the Sponsor and has constructed homes on one or more such lots and has entered into the contract to build the home for the Participant.

8. LIMITATIONS OF LIABILITY: All applicable federal, state and local laws and regulations apply. By participating in the Campaign and/or accepting Premium, Participant agrees to (i) release and hold Sponsor, and its affiliates, Newland, and its affiliates, all Builders, and each of their affiliates, subsidiaries, parent companies and agents, officers, directors, shareholders, partners, members, employees, contractors and agents (collectively “Released Parties”), harmless from and against any and all claims and liability arising out of participation in the Campaign, and to hold the Released Parties harmless against any and all claims and liability arising with the redemption of the Premium, (ii) to be bound by the Terms and Conditions, and the decisions of Sponsor in all regards, which are final in all respects, (iii) that Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the registration or entry process, and (iv) 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 Campaign or use or redemption of any Premium. All entries become the sole property of Sponsor and shall not be returned. Acceptance of a Premium by a Participant constitutes permission for Sponsor, Sponsor’s licensee, or Newland to use Participant’s name and/or likeness for purposes of advertising and trade without further compensation or notice, unless prohibited by law. 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. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Campaign.

9. 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 CAMPAIGN OR PREMIUMS OFFERED THROUGH THE CAMPAIGN, 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 CAMPAIGN, 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 CAMPAIGN 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 Campaign 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.

In the event of any claim, demand, cause of action or other potential liability of one of the Released Parties to any Participant hereunder that is actionable despite the release, other than with respect to the obligation to award the Premium as described above, Participants agree that the liability of such Released Party, if any, shall be limited to \$1,140.00. By entering into the Campaign, Participants hereby agree to waive any and all claims, demands and causes of action in excess of said amount.

Participation in the Campaign does not give Participants any rights to the copyrights, service marks, trademarks or other intellectual property of Sponsor, Newland or Builders.

By participating in the Campaign, 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 Campaign. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process.

10. MODIFICATIONS AND TERMINATION OF THE CAMPAIGN: Sponsor reserves the right to cancel, suspend, or modify the Campaign or any of its Terms and Conditions set forth herein (including, but not limited to, the Campaign 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 Campaign constitutes the Participant's acceptance of any changes to these Terms and Conditions, changes to which will be available at Sponsor's Office, 109 Pier Master Point #100, Wilmington, NC 28412.

11. PERSONAL INFORMATION: To learn how the personal information collected in connection with the Campaign may be used, individuals should read Sponsor's Privacy Policy which is available at www.RiverLightsLiving.com. The terms of Sponsor's Privacy Policy may change at any time and are incorporated herein by reference.

12. FRAUDULENT ACTIVITY: Sponsor reserves the right to discontinue the Campaign 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 of all Premiums and their associated benefits, including without limitation the return of any Premiums previously awarded. 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 and Sponsor reserves the right to seek damages from any such Participant to the fullest extent permitted by law.

13. TERMS AND CONDITIONS: To request a copy of the Terms and Conditions, send a self-addressed stamped envelope to ***RiverLights Fall HOA Fee Promotion*** at 109 Pier Master Point #100, Wilmington, NC 28412. Requests must be received within twelve (12) days of the end of the Campaign Period.

14. DISPUTES: By entering, each Participant irrevocably agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Campaign 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 Wake County, North Carolina, 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 Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Campaign, shall be governed by, and construed in accordance with, the laws of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether North Carolina, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the North Carolina. Any and all claims, judgments and awards shall be limited to the actual value of the Premium, 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 Premium, and waives any and all rights to have damages multiplied or otherwise increased.

15. 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.

16. DISCLAIMERS: Homes in the ***RiverLights*** 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.

Sponsor is the creator and owner of RiverLights. Sponsor's responsibility with respect to RiverLights is limited to the development of certain infrastructure improvements (e.g., roads, sewer, etc.) and

such obligations run solely to persons buying property directly from Sponsor. Builders, unaffiliated with Sponsor or its affiliates (collectively, "Owner Companies"), are building homes in the Community. Owner Companies 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. Buyers of homes from any of the Builders waive, to the fullest extent permitted by law, any and all rights, claims, causes of action and other rights whatsoever against Owner Companies arising out of their purchase transaction with the Builders. North America Sekisui House, LLC ("NASH") has an indirect interest in one of the members of Sponsor. Newland and NASH shall have no (i) liability whatsoever with respect to the development of the Community or the selling of homes by the Builders, and (ii) responsibility for any claims, issues or matters arising at the Community. None of the Owner Companies are a guarantor or party to any of the agreements between the Builders and third parties, including home buyers, and furthermore Newland and NASH are not a guarantor or party to any of the agreements between Owner and any third parties or the Builders. Home buyers shall look solely to the Builders with respect to any claims or issues arising out of their purchase of a home in the Community. Nothing herein shall either authorize any person to offer to sell real estate in RiverLights to, or to solicit offers to buy from, residents of any jurisdiction where prohibited by law.