

HOMEOWNERS ASSOCIATION FEES PROMOTION

TERMS AND CONDITIONS

VP DAYBREAK OPERATIONS LLC (“**Developer**”) has worked with its homebuilder partners (“**Builder Partner(s)**”) to create a home purchase incentive program and promotion (“**Promotion**”) for the Daybreak master-planned community (“**Daybreak**”) in South Jordan, Utah, under which homebuyers who purchase an eligible move-in ready home in Daybreak, and who meet the specified criteria and conditions of the Promotion and qualify for the Promotion (“**Eligible Buyer(s)**”), will receive payment of an estimated amount of (i) two (2) years of Daybreak Master Homeowners Association Fees (“**Daybreak Master HOA Fees**”) for single-family detached homes, or (ii) one (1) year of Daybreak Master HOA Fees plus one (1) year of applicable sub-association or Benefited Service Area (“**BSA**”) dues for attached homes. The terms and conditions of the Promotion are as follows:

1. Eligible Buyers who enter into a purchase contract for a qualifying move-in ready home in Daybreak between October 16, 2026, and December 31, 2026, and close on the purchase by December 31, 2026, subject to the extension provided in Paragraph 9 below, will have the applicable HOA fees described above paid for the specified period.
2. The Promotion only covers payment of the Daybreak Master Community Association fees and, for attached homes, applicable sub-association or BSA dues, for each Eligible Buyer as set forth herein.
3. The amount of the fees covered by the Promotion (“**Promotion Fees**”) will be estimated based on (i) for single-family detached homes, two (2) years of Daybreak Master HOA Fees, and (ii) for attached homes, one (1) year of Daybreak Master HOA Fees plus one (1) year of applicable sub-association or BSA dues, taking into account anticipated increases in the applicable fees and dues during the periods covered by the Promotion.
4. If the applicable Daybreak Master HOA Fees, sub-association dues, or BSA dues for the periods covered by the Promotion exceed the estimated Promotion Fees paid by Developer, the Eligible Buyer will be responsible for the difference, not Developer or the Builder Partners. Eligible Buyer is responsible for any fines, assessments other than those expressly included in the Promotion, or additional charges imposed by the Daybreak Master Community Association or any applicable sub-association.
5. Each Eligible Buyer is responsible for the payment of any taxes or fees owed in connection with the Promotion.
6. Only qualifying move-in ready homes built and sold by participating Builder Partners that are capable of closing by December 31, 2026 are eligible for the Promotion. Developer will not maintain a separate list of eligible homes.
7. The Promotion is limited to the first fifty (50) Eligible Buyers who enter into qualifying purchase contracts during the Promotion period and whose purchase contracts are

reported to Developer in accordance with these terms and conditions. Participation will be determined in the order qualifying purchase contracts are reported to Developer. Certificates will be issued in the order qualifying purchase contracts are reported to Developer, up to a maximum of fifty (50) certificates. Each Eligible Buyer can participate in the Promotion only one time. A certificate will become void if the purchase does not close by December 31, 2026, subject to the extension provided in Paragraph 9 below.

8. The Promotion is not intended to and shall not be used to help an Eligible Buyer qualify for any home loan. The Eligible Buyer would need to qualify for the loan with any and all applicable Daybreak Master HOA Fees and sub-association or BSA dues included. This Promotion is not intended to help any potential buyers with loan qualification requirements.
9. The Promotion is not transferable to another purchase contract. If an Eligible Buyer cancels a home purchase after the eligible contract is written, writes a new contract with the same or a different Builder Partner, and/or switches lots, the Eligible Buyer forfeits the Promotion. Buyers who entered into purchase contracts before October 16, 2026, are not eligible for the Promotion and may not cancel, terminate, amend, or otherwise modify an existing contract or enter into a replacement contract to become eligible. If an Eligible Buyer has complied with all obligations necessary to close by December 31, 2026, but closing is delayed solely due to circumstances attributable to Builder or Developer, the Eligible Buyer may retain the Promotion provided the purchase closes no later than January 31, 2027.
10. Builder Partners must notify Developer, through Kelly Connelly at Kelly.connelly@lhm.com, of each buyer who enters into a purchase contract involving the Promotion on the same day the contract is fully executed. Builder Partners may offer the Promotion without obtaining advance approval from Developer, subject to the eligibility requirements and the fifty (50) buyer limit. Developer will maintain a record of reported purchase contracts and notify Builder Partners when the Promotion is approaching its limit, at which point Developer may require advance approval before Builder Partners offer the Promotion to additional buyers. Developer shall retain discretion to determine eligibility in accordance with the terms and conditions of the Promotion. While Developer retains discretion to determine the eligibility of homebuyers based on the terms and conditions of the Promotion, Developer will not discriminate in any way against any homebuyer based on their race, color, religion, gender, age, sexual orientation, marital status, disability, or national or ethnic origin.
11. Once an Eligible Buyer qualifies for the Promotion, Developer will provide a certificate specifying the estimated dollar amount of the Promotion Fees, which will constitute the total amount payable under the Promotion, to the (i) applicable Builder Partner, and (ii) Eligible Buyer and/or Eligible Buyer's sales agent, which must be included in the home closing materials to ensure payment of the Promotion.
12. Developer will be responsible for payment of all Promotion Fees for each Eligible Buyer.

13. For each Eligible Buyer, the Promotion Fees will be paid in a lump sum at closing, or within thirty (30) days after closing, to the applicable association or associations.
14. The Builder Partners participating in the Promotion are Holmes Homes, David Weekley Homes, Rainey Homes, Sego Homes, Destination Homes, Oakwood Homes, and Ivory Homes, subject to change.