

**Richmond American Homes
Holiday Bonus Program
Terms and Conditions**

When Agent's (as set forth below) client enters into a purchase agreement with Seller (as set forth below) for a Richmond American home, the "Additional Compensation" (as defined below) shall be payable based on the total number of purchase agreements ("Prior Contracts") executed by Agent's clients and Seller and its affiliates between January 1, 2009, and the date of the new contract.

For each new purchase agreement ("New Contract") accepted and ratified by Seller between November 1, 2009 and November 30, 2009, the compensation payable under the New Contract will be the standard commission (the "Commission") set forth in the New Contract, plus ("Additional Compensation"):

| Prior Contracts Written as of Date of New Contract* | Additional Compensation |
|--|--------------------------------|
| No Prior Contracts | None |
| One (1) Prior Contract | \$1,000 |
| Two (2) Prior Contracts | \$2,000 |
| Three (3) Prior Contracts | \$4,000 |
| Four (4) or More Prior Contracts | \$5,000 |

* Prior Contracts shall not include (1) purchase agreements which were cancelled prior to the date of the New Contract and (2) contracts where Agent sold a home pursuant to a listing contract with Seller or its affiliates.

Time of Payment

Additional Compensation will be paid to Agent's employing broker between December 10, 2009 and December 20, 2009, provided that on December 10, 2009, the following are true for each New Contract under which Additional Compensation would be payable:

1. Agent's client must not have cancelled the New Contract and must have performed all obligations required to be performed under the New Contract by December 10, 2009; and
2. Agent's client must have an active loan approval from a lender for the purchase of the home covered by the New Contract and evidence of such loan approval has been provided to Seller.

Additional Compensation is only payable in the event the above conditions are true on December 10, 2009. Additional Compensation shall be fully-earned upon payment, and is not refundable to Seller, as consideration for your services in connection with the items set forth above.

The Commission will be paid to Agent's employing broker at, and subject to, the closing of the sale of the home.

Method of Payment

Seller reserves the right to verify any information Agent provides with respect to the number of Prior Contracts Agent's clients have executed with Seller and Seller can adjust the Additional Compensation payable in the event the information provided was inaccurate or if Seller has reason to believe Agent has not participated in the program in good faith (for example having buyers contract who have no intent on closing). All compensation (including Commissions and any Additional Compensation) will be paid to Agent's employing broker. All Commissions shall be determined and calculated as set forth in the New Contract. Agent is responsible for all taxes and any required notification to Agent's employing broker or client.

Miscellaneous

In the event multiple agents represent a buyer, only one agent's/broker's Prior Contracts (as determined by Seller in its sole discretion) shall be taken into account to determine the applicable Additional Compensation, if any. Seller shall

determine all disputes regarding the amount of Additional Compensation payable under this program in it's sole and absolute discretion and such determinations shall be final and binding.

This offer is void where prohibited by law. Offer not valid on lot or community transfers, plan changes or in conjunction with any other real estate agent/broker offer. Seller requires that Agent comply with Seller's Co-Op Broker Policy to be eligible for a Commission and Additional Compensation; provided, however, that where allowed Agent may initially register clients by phone in accordance with the applicable Seller phone registration guidelines. Please see a Sales Associate for details. Seller reserves the right to change or withdraw these offers at any time without notice. Dates and times subject to change without notice.

This program expires on November 30, 2009.

AGREED on this date:

Agent: _____ Date

Sales Counselor: _____ Date

Seller--Richmond American Homes of _____ Date

Broker: _____ Date