

Exhibit B to Settlement Agreement

CONSUMER PROOF OF CLAIM

**Purchase of Real Estate at a Ginn Development
How to Apply for a Payment**

If you would like to submit a claim, complete this form and mail it to the address below. Note: You may submit one claim form for each piece of Ginn property you purchased. For example, if you purchased two pieces of property, you should submit two separate claim forms (i.e., one for each piece of property).

YOUR CLAIM MUST BE POSTMARKED ON OR BEFORE

Your claim should be mailed to:

SECTION A – CLAIMANT IDENTIFICATION

Please provide the following information related to the individual who purchased the Ginn property. This person is referred to as the “Claimant.”

| | | |
|-------------------------------------|---|----------|
| Claimant’s Name | Claimant’s Current Street Address | |
| City | State/Country | Zip Code |
| Claimant’s Daytime Telephone Number | Claimant’s Email Address (if available) | |

SECTION B – GINN REAL ESTATE PURCHASE INFORMATION

Please provide the following information related to the Ginn property purchased by the Claimant.

Tax identification number for Ginn property purchased (if available):

Street address of Ginn property purchased:

Name of Ginn development where Ginn property is located (e.g., Bella Collina, Cobblestone Park, Ginn Sur Mer, Hammock Beach, Laurelmor, Quail West, Reunion, Tesoro, Tesoro Preserve, Watersong):

Lot/Unit Number of Ginn property (including subdivision if applicable)

City where Ginn property is located:

State where Ginn property is located:

Zip Code where Ginn property is located:

County where Ginn property is located:

Date that purchase contract associated with Ginn property was fully executed (i.e., executed by both you and the seller):

Did you subsequently take title to the Ginn property following the execution of the purchase contract? (Please check one.)

YES

NO

SECTION C – CURRENT STATUS OF GINN REAL ESTATE PURCHASED

Please check one of the four following boxes to describe the current status of the Ginn property that you purchased:

1. I currently own and possess title to the Ginn property I purchased.

2. I sold my Ginn property for less than I paid to purchase it and I no longer possess title to it.

3. My Ginn property was foreclosed upon and I no longer possess title to it.

4. I sold my Ginn Property for the same amount or more than I paid to purchase it and no longer possess title to it.

SECTION D – PRIOR LAWSUITS RELATED TO GINN REAL ESTATE PURCHASED

Have you (or has anyone on your behalf) ever filed a lawsuit with respect to the Ginn property that you purchased? (Please check one.)

YES

NO

If yes, please identify the lawsuit by providing the case name, the name of the court in which the lawsuit was filed, and the case number.

SECTION E – PROOF OF PURCHASE/STATUS

Please include a copy of the following documents, if possible:

- A copy of the fully executed purchase contract for the Ginn property;
- A copy of the deed (or other evidence of title) for the Ginn property;
- If you sold the Ginn property, a copy of the fully executed sales contract; and

- If your Ginn property has been foreclosed upon, a copy of the foreclosure notice and any documents reflecting transfer of title to the Ginn property.

SECTION F – RELEASE

Note: Capitalized terms are defined in the Settlement Agreement dated July 29, 2013, available at realestatedevelopmentsettlement.com.

Upon the Settlement Agreement becoming effective in accordance with paragraph II.B. of the Settlement Agreement, Plaintiff and the Settlement Class Members, on behalf of themselves and their respective agents, assigns, attorneys, accountants, principals, members, employees, officers, directors, independent contractors, investors, successors, predecessors, insurers, representatives, parents, subsidiaries, divisions, sister and affiliated entities (collectively hereafter the “Settlement Class Releasers”), shall be deemed to have released and forever discharged Defendants and each of their respective past or present agents, heirs, executors, administrators, assigns, associates, attorneys, principals, accountants, employees, officers, directors, independent contractors, investors, creditors, successors, predecessors, insurers, representatives, parents, subsidiaries, divisions, related or sister or affiliated entities, partners, joint ventures, members, shareholders and owners, and any others who may have acted or been claimed to have acted in concert with them, or who may be liable or who might be claimed to be liable with them (collectively, the “Released Parties”), from any and all charges, complaints, claims, counterclaims, third-party claims, defenses, liabilities, obligations, promises, agreements, controversies, demands, damages, actions, causes of action or suits of any kind or nature arising out of or related to the Litigation. Further, the Settlement Class Releasers shall be deemed to have released and forever discharged the Released Parties from any and all claims, complaints, charges, liabilities, obligations, damages, actions, causes of action or suits of any kind or nature arising from or related to any potential claim of abusive litigation or misconduct arising out of the Litigation held by the Settlement Class Releasers or otherwise.

The foregoing waiver includes, without limitation, an express waiver to the fullest extent permitted by law by the Settlement Class Releasers of any and all rights under California Civil Code § 1542 or any similar law of any other state or of the United States, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MIGHT HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SECTION G – SWORN STATEMENT REGARDING INFORMATION PROVIDED HEREIN

By signing this Claim Form, I declare under penalty of perjury that:

- (1) all of the information provided in this Claim Form is true and correct to the best of my knowledge; and
- (2) to the best of my knowledge, I have not previously settled or released my claims against one or more of the Ginn Developers relating to my purchase of Ginn property for which I am now submitting a claim.

Please note that signing a Claim Form that contains false information could constitute perjury.

Name (Print)

Signature

Date

Mail all pages of this Claim Form along with proof(s) of payment to the following address:

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