

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934
Date of Report (Date of earliest event reported): May 29, 2025

Landsea Homes Corporation
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-38545 (Commission File Number)	82-2196021 (IRS Employer Identification No.)
1717 McKinney Avenue, Suite 1000 Dallas, TX (Address of principal executive offices)	(949) 345-8080 Registrant's telephone number, including area code	75202 (Zip Code)

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	LSEA	The Nasdaq Capital Market
Warrants exercisable for Common Stock	LSEAW	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement

On May 29, 2025, Landsea Homes Corporation (the “Company”), certain subsidiary guarantors party thereto and U.S. Bank Trust Company, National Association (the “Trustee”), as trustee, entered into a Third Supplemental Indenture, dated as of such date (the “Third Supplemental Indenture”), to that certain Indenture dated April 1, 2024, among the Company, certain subsidiary guarantors party thereto and the Trustee (as supplemented, the “Indenture”), governing the Company’s 8.875% Senior Notes due 2029 (the “Notes”).

The Third Supplemental Indenture was entered into to effectuate certain amendments (the “Proposed Amendments”) to the Indenture as further detailed below, for which consents were solicited in the cash tender offer (the “Tender Offer”) and consent solicitations (“Consent Solicitation”) with respect to the Notes previously announced by Lido Merger Sub, Inc. (“Merger Sub”) as further detailed in the Company’s Offer to Purchase and Consent Solicitation Statement, dated May 13, 2025 (as amended or supplemented from time to time, the “Statement”). As of 5:00 p.m., New York City time, on May 29, 2025 (the “Participation Date”), the Company had received valid consents from holders of \$293,848,000 aggregate principal amount of the Notes, representing approximately 97.95% of the total outstanding principal amount of the Notes, which amount was sufficient to constitute the requisite consents to approve the Proposed Amendments in accordance with the terms of the Indenture. Following the Participation Date, the consents received cannot be revoked, except as required by law.

The Third Supplemental Indenture amends the Indenture to, among other things, eliminate from the Indenture (i) any obligation to make a “change of control offer” in connection with the Merger (as defined below), (ii) substantially all of the other restrictive covenants and (iii) certain events of default and other provisions contained in the Indenture. The Third Supplemental Indenture became effective upon execution but will only become operative when the Notes are accepted for purchase by Merger Sub pursuant to the terms of the Tender Offer and Consent Solicitation, which include the satisfaction of certain conditions as set forth in the Statement, including the satisfaction of the previously announced proposed merger (the “Merger”) of the Company with Merger Sub and a financing condition.

The foregoing description of the Third Supplemental Indenture is a summary and is qualified in its entirety by reference to the Third Supplemental Indenture, a copy of which is attached hereto as Exhibit 4.1 and is incorporated by reference into this Item 1.01.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
4.1	Third Supplemental Indenture, dated May 29, 2025, by and among Landsea Homes Corporation, the guarantors party thereto and U.S. Bank Trust Company, National Association, as trustee.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: June 2, 2025

Landsea Homes Corporation

By: /s/ Chris Porter

Name: Chris Porter

Title: Chief Financial Officer

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE, dated as of May 29, 2025 (this “Supplemental Indenture”), by and among Landsea Homes Corporation, a Delaware corporation (the “Issuer”), the guarantors party hereto (the “Guarantors”) and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”).

WITNESSETH

WHEREAS, that certain Indenture, dated as of April 1, 2024, among the Issuer, the guarantors party thereto and the Trustee, as supplemented by the First Supplemental Indenture, dated as of April 1, 2024, by Antares Acquisition, LLC, and the Second Supplemental Indenture, dated as of May 21, 2025, by Landsea Development Texas LLC (the “Indenture”), provided for the issuance of the Issuer’s 8.875% Senior Notes due 2029 (the “Notes”);

WHEREAS, Section 9.02 of the Indenture provides, *inter alia*, that, in certain circumstances, the Issuer, the Guarantors and the Trustee may amend the Indenture and the Notes with the written consent of the holders of at least a majority in principal amount of the Notes then outstanding voting as a single class (including consents obtained in connection with a tender offer or exchange for the Notes) (the “Requisite Consents”);

WHEREAS, the Issuer has entered into the Agreement and Plan of Merger, dated as of May 12, 2025 (the “Merger Agreement”), by and among the Issuer, Lido Holdco, Inc. and Lido Merger Sub, Inc. (“Merger Sub”);

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, Merger Sub has distributed an Offer to Purchase and Consent Solicitation Statement, dated May 13, 2025 (the “Statement”), to the holders of the Notes in connection with the offer to purchase for cash any and all of the outstanding Notes, and the concurrent solicitation of such holders’ consents, voting as a single class (the “Consents”) to certain proposed amendments to the Indenture as further described in the Statement (the “Proposed Amendments”);

WHEREAS, the holders of approximately 97.95% in principal amount of the Notes outstanding (excluding any Notes owned by the Issuer or its affiliates) have validly tendered Consents and not validly withdrawn their Consents to the adoption of all of the Proposed Amendments effected by this Supplemental Indenture in accordance with the provisions of the Indenture, and evidence of such consents has been provided by the Issuer to the Trustee;

WHEREAS, the board of directors of the Issuer and the authorizing body of each Guarantor has approved the Proposed Amendments and execution of this Supplemental Indenture;

WHEREAS, the Issuer and the Guarantors, having received the Requisite Consents from the holders of the outstanding Notes, pursuant to Section 9.02 of the Indenture, desire to amend the Indenture and the Notes to effect the Proposed Amendments;

WHEREAS, in accordance with Sections 7.02, 9.05, 11.04 and 11.05 of the Indenture, the Issuer has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel with respect to this Supplemental Indenture on the date hereof; and

WHEREAS, pursuant to Sections 9.02 and 9.05 of the Indenture, together with receipt of the Requisite Consents, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to effect the Proposed Amendments, the parties mutually covenant and agree as follows:

ARTICLE I
Defined Terms

Section 1.1 Capitalized Terms. Capitalized terms used herein without being defined herein shall have the meanings assigned to them in the Indenture.

Section 1.2 Certain Definitions. Any definitions used exclusively in the provisions of the Indenture or Notes that are deleted pursuant to the amendments set forth under this Supplemental Indenture, and any definitions used exclusively within such definitions, are hereby deleted in their entirety from the Indenture and the Notes, and all textual references in the Indenture and the Notes exclusively relating to paragraphs, Sections, Articles or other terms or provisions of the Indenture that have been otherwise deleted pursuant to this Supplemental Indenture are hereby deleted in their entirety.

ARTICLE II
Amendments to the Indenture and the Notes

Pursuant to Section 9.02 of the Indenture, the Issuer, the Guarantors and the Trustee (in the case of the Trustee, acting in reliance upon the instructions and directions of the Holders of the Requisite Consents obtained pursuant to the Statement) hereby agree to amend or supplement certain provisions of the Indenture, as follows:

Section 2.1 Amendments to Article IV—Covenants

- (a) Section 4.02 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.02. [Reserved].”

- (b) Section 4.03 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.03. [Reserved].”

- (c) Section 4.04 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.04. [Reserved].”

- (d) Section 4.05 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.05. [Reserved].”

- (e) Section 4.06 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.06. [Reserved].”

- (f) Section 4.07 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.07. [Reserved].”

- (g) Section 4.08 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.08. [Reserved].”

- (h) Section 4.10 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.10. [Reserved].”

- (i) Section 4.11 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.11. [Reserved].”

- (j) Section 4.12 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.12. [Reserved].”

- (k) Section 4.13 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.13. [Reserved].”

- (l) Section 4.14 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.14. [Reserved].”

- (m) Section 4.15 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“SECTION 4.15. [Reserved].”

Section 2.2 Amendments to Article V—Successor Company

below:

- (a) The proviso to clause (1) of Section 5.01(a) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth

“[Reserved];”

- (b) Clause (2) of Section 5.01(a) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(2) [Reserved];”

- (c) Clause (3) of Section 5.01(a) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(3) [Reserved];”

- (d) Clause (2) of Section 5.01(b) of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(2) [Reserved];”

Section 2.3 Amendments to Article VI—Defaults and Remedies

- (a) Clause (3) of Section 6.01 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(3) [Reserved];”

- (b) Clause (4) of Section 6.01 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(4) [Reserved];”

- (c) Clause (5) of Section 6.01 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(5) [Reserved];”

- (d) Clause (6) of Section 6.01 of the Indenture is hereby deleted and amended and restated to read in its entirety as set forth below:

“(6) [Reserved];”

ARTICLE III Effectiveness

Section 3.1 Effectiveness. This Supplemental Indenture shall become a binding agreement between the parties hereto and effective when executed by the parties hereto. Notwithstanding the foregoing sentence, the amendments to the Indenture set forth in Article II herein shall become operative only at the time and date at which the Notes representing the Requisite Consents that are validly tendered (and not validly withdrawn at or prior to the Withdrawal Deadline (as defined in the Statement)) are accepted for purchase by Merger Sub pursuant to, and subject to the terms and conditions set forth in, the Statement. The Issuer shall notify the Trustee in writing (which may be via email) promptly after the occurrence of such acceptance for purchase or promptly after Merger Sub has publicly stated that such acceptance for purchase will not occur.

ARTICLE IV Miscellaneous

Section 4.1 Notes; Corresponding Amendments. Amendments to the Indenture pursuant to this Supplemental Indenture shall also apply to the Notes. Pursuant to Section 13 of each Global Note, with effect on and from the date hereof, each Global Note shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such Global Note consistent with the terms of the Indenture, as amended by this Supplemental Indenture (including, for the avoidance of doubt, Section 3.1 hereof).

Section 4.2 Incorporation. All provisions of this Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture, and the Indenture, as amended and supplemented by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 4.3 Third Parties. Nothing in this Supplemental Indenture, express or implied, shall give to any Person, other than the parties hereto and their successors under the Indenture and the Holders of the Notes, any benefit or any legal or equitable right, remedy or claim under the Indenture.

Section 4.4 Governing Law. **THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE APPLICABLE PRINCIPLES OF CONFLICTS OF LAW.**

Section 4.5 Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or other electronic format (e.g., “.pdf” or “.tif”) transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (e.g., “.pdf” or “.tif”) shall be deemed to be their original signatures for all purposes.

Section 4.6 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.7 Trustee Makes No Representation. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

Section 4.8 Successors. All agreements of the Issuer in this Supplemental Indenture shall bind its successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 4.9 Severability Clause. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.10 Ratification of Indenture; Supplemental Indenture; Part of Indenture. Except as expressly amended hereby, the Indenture, as amended by this Supplemental Indenture, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first written above.

ISSUER

LANDSEA HOMES CORPORATION

By: /s/ Chris Porter
Name: Chris Porter
Title: Chief Financial Officer

[Signature Page to Third Supplemental Indenture]

GUARANTORS

LANDSEA HOMES US CORPORATION, a Delaware corporation
LANDSEA HOMES- WAB 2 LLC, a Delaware limited liability company
GARRETT WALKER HOMES, LLC, an Arizona limited liability company
AV1, LLC, an Arizona limited liability company
GWH NCC, LLC, an Arizona limited liability company
GWH MOUNTAIN VIEWS, LLC, an Arizona limited liability company
BETHANY RANCH, LLC, an Arizona limited liability company
GWH GRAND VILLAGE, LLC, an Arizona limited liability company
GWH NCC-71, LLC, an Arizona limited liability company
GWH PARK FOREST, LLC, an Arizona limited liability company
GWH WEST POINTE ESTATES, LLC, an Arizona limited liability company
GWH WEST POINTE VILLAGE, LLC, an Arizona limited liability company
GWH TRENTON PARK, LLC, an Arizona limited liability company
GWH SUNDANCE, LLC, an Arizona limited liability company
GWH NORTHERN FARMS, LLC, an Arizona limited liability company
GWH NCC 13 & 14, LLC, an Arizona limited liability company
ACOMA COURT, LLC, an Arizona limited liability company
PINNACLE WEST HOMES M72 LLC, an Arizona limited liability company
GWH SUNSET FARMS, LLC, an Arizona limited liability company
GWH NCC 9 & 11, LLC, an Arizona limited liability company
GWH SUNRISE, LLC, an Arizona limited liability company
PINNACLE WEST HOMES CENTERRA LLC, an Arizona limited liability company
PINNACLE WEST HOMES DESTINY LLC, an Arizona limited liability company
LS-VERRADO VICTORY DUPLEX LLC, a Delaware limited liability company
LS-EASTMARK V LLC, a Delaware limited liability company
LS-VEH COUNTRY CLUB LAKES LLC, a Delaware limited liability company
LS-VEH EAGLE CREST LLC, a Florida limited liability company
LS-VEH GEORGIANA RESERVE LLC, a Delaware limited liability company
LS-VEH ST. JOHN'S LLC, a Delaware limited liability company
LS-VEH HALIFAX ESTATE LLC, a Delaware limited liability company
LS-VEH HALIFAX BULOW LLC, a Delaware limited liability company
LS-VEH LAKE HELEN LLC, a Delaware limited liability company
LS-VEH REDTAIL LLC, a Delaware limited liability company
LS-VEH LLC, a Delaware limited liability company
LS-VEH 2 LLC, a Delaware limited liability company
LS-VEH TX LLC, a Delaware limited liability company
LS-VEH TX 2 LLC, a Delaware limited liability company
LS-VEH JUNCTION LLC, a Delaware limited liability company

By: /s/ Chris Porter
Name: Christopher Porter
Title: Chief Financial Officer

[Signature Page to Third Supplemental Indenture]

LS-FL COURTYARDS AT WATERSTONE LLC, a Delaware limited liability company
LANDSEA HOMES- WAB LLC, a Delaware limited liability company
LS MANAGER VALE LLC, a Delaware limited liability company
LS-SUNNYVALE LLC, a California limited liability company
THE VALE PA-1 OWNER, LLC, a Delaware limited liability company
THE VALE PA-2 OWNER, LLC, a Delaware limited liability company
THE VALE PA-3 OWNER, LLC, a Delaware limited liability company
LS-MILPITAS LLC, a Delaware limited liability company
LS-LIDO LLC, a Delaware limited liability company
LS-NEWARK LLC, a Delaware limited liability company
LS-CHANDLER LLC, a Delaware limited liability company
LS-CHATSWORTH LLC, a Delaware limited liability company
LS-ONTARIO II LLC, a Delaware limited liability company
LS-ONTARIO LLC, a Delaware limited liability company
PINNACLE WEST HOMES E92 LLC, an Arizona limited liability company
LS-EASTMARK LLC, a Delaware limited liability company
LS-TRACY LLC, a Delaware limited liability company
LS-GOODYEAR LLC, a Delaware limited liability company
LS-ANAHEIM LLC, a Delaware limited liability company
LS-925 WOLFE LLC, a Delaware limited liability company
LS-BENTRIDGE LLC, a Delaware limited liability company
LS-51 PEORIA LLC, a Delaware limited liability company
MERCEDES PREMIER HOMES, LLC, a Florida limited liability company
MERCEDES PREMIER HOMES JACKSONVILLE LLC, a Florida limited liability company
MERCEDES PREMIER HOMES MELBOURNE LLC, a Florida limited liability company
VINTAGE ESTATE HOMES LLC, a Florida limited liability company
VINTAGE ESTATE HOMES OF TEXAS LLC, a Florida limited liability company
MERCEDES PREMIER REALTY, LLC, a Florida limited liability company
COUNTRY CLUB LAKES DEVELOPERS, LLC, a Florida limited liability company
HERITAGE POINT COMMUNITY DEVELOPERS LLC, a Florida limited liability company
THOUSAND OAKS DEVELOPMENT, LLC, a Florida limited liability company
GEORGIANA COMMUNITY DEVELOPERS LLC, a Florida limited liability company
THE JUNCTION COMMUNITY DEVELOPERS LLC, a Florida limited liability company
LANDSEA URBAN LLC, a Delaware limited liability company
LANDSEA CONSTRUCTION INC., a Delaware corporation
LANDSEA CONSTRUCTION LLC, a California limited liability company
LANDSEA CONSTRUCTION ARIZONA INC., a Delaware corporation

By: /s/ Chris Porter
Name: Christopher Porter
Title: Chief Financial Officer

[Signature Page to Third Supplemental Indenture]

LANDSEA REAL ESTATE INC., a California corporation
LANDSEA REAL ESTATE, NEW JERSEY, L.L.C., a Delaware limited liability company
LANDSEA REAL ESTATE CALIFORNIA, INC., a California corporation
LANDSEA REAL ESTATE ARIZONA INC., a Delaware corporation
LANDSEA HOMES OF CALIFORNIA LLC, a Delaware limited liability company
LS-SANTA CLARA LLC, a Delaware limited liability company
LS-DANVILLE LLC, a Delaware limited liability company
LS-WALNUT CREEK LLC, a California limited liability company
LS-SF JORDAN RANCH LLC, a California limited liability company
LS-NOVATO LLC, a Delaware limited liability company
LS-WILDER LLC, a Delaware limited liability company
LS-ALAMEDA MARINA LLC, a Delaware limited liability company
LS-SAN JUAN LLC, a Delaware limited liability company
LS-PLACENTIA LLC, a Delaware limited liability company
LS-FONTANA LLC, a Delaware limited liability company
LS-LA SIMI MEZZ LLC, a Delaware limited liability company
LS-LA SIMI LLC, a California limited liability company
LS-OC PORTOLA LLC, a California limited liability company
PORTOLA PA-1 MEZZ OWNER LLC, a Delaware limited liability company
PORTOLA PA-1 OWNER, LLC, a Delaware limited liability company
PORTOLA PA-3 MEZZ OWNER LLC, a Delaware limited liability company
PORTOLA PA-3 OWNER, LLC, a Delaware limited liability company
PORTOLA PA-4 MEZZ OWNER LLC, a Delaware limited liability company
PORTOLA PA-4 OWNER, LLC, a Delaware limited liability company
PORTOLA PA-5 MEZZ OWNER LLC, a Delaware limited liability company
PORTOLA PA-5 OWNER, LLC, a Delaware limited liability company
PORTOLA PA-5B MEZZ OWNER LLC, a Delaware limited liability company
PORTOLA PA-5B OWNER, LLC, a Delaware limited liability company
LANDSEA HOMES OF TEXAS LLC, a Delaware limited liability company
LANDSEA HOMES OF FLORIDA LLC, a Delaware limited liability company
LANDSEA HOMES OF ARIZONA LLC, a Delaware limited liability company
LS-NORTH PHOENIX LLC, a Delaware limited liability company
LS-QUEEN CREEK LLC, a Delaware limited liability company
LS-QUEEN CREEK II LLC, a Delaware limited liability company
LS-VERRADO MARKETSIDE LLC, a Delaware limited liability company
LS-CITRUS PARK LLC, a Delaware limited liability company

By: /s/ Chris Porter
Name: Christopher Porter
Title: Chief Financial Officer

[Signature Page to Third Supplemental Indenture]

GWH HOLDINGS, LLC, an Arizona limited liability company
LANDSEA DEVELOPMENT ARIZONA LLC, an Arizona limited liability company
JJAZ CONSTRUCTION, LLC, an Arizona limited liability company
GW SALES, LLC, an Arizona limited liability company
54 WINDSOR, LLC, an Arizona limited liability company
ALICE PARK, LLC, an Arizona limited liability company
SUMMERS PLACE AT BASELINE, LLC, an Arizona limited liability company
THE GROVE AT BASELINE, LLC, an Arizona limited liability company
THE RIDGE, LLC, an Arizona limited liability company
TOWNLEY PARK, LLC, an Arizona limited liability company
SFGW, LLC, an Arizona limited liability company
OLIVE PARK, LLC, an Arizona limited liability company
PARADISE 21, LLC, an Arizona limited liability company
SGCR, LLC, an Arizona limited liability company
SMGWH, LLC, an Arizona limited liability company
CDR11, LLC, an Arizona limited liability company
GRAND MANOR, LLC, an Arizona limited liability company
GWH CANTADA, LLC, an Arizona limited liability company
HEARN MANOR, LLC, an Arizona limited liability company
HNM, LLC, an Arizona limited liability company
PINNACLE WEST HOMES HOLDING LLC, a Delaware limited liability company
A & J COMPANIES, LLC, an Arizona limited liability company
PINNACLE WEST HOMES AND DEVELOPMENT, LLC, an Arizona limited liability company
PINNACLE WEST HOMES ALAMAR LLC, an Arizona limited liability company
PINNACLE WEST HOMES ENCANTA LLC, an Arizona limited liability company
PINNACLE WEST HOMES HIGHLANDS LLC, an Arizona limited liability company
PINNACLE WEST HOMES E-69 LLC, an Arizona limited liability company
PINNACLE WEST HOMES E70 LLC, an Arizona limited liability company
PINNACLE WEST HOMES M71 LLC, an Arizona limited liability company
PINNACLE WEST HOMES E44, LLC, an Arizona limited liability company
PINNACLE WEST HOMES V117, LLC, an Arizona limited liability company
PINNACLE WEST HOMES E48 LLC, an Arizona limited liability company

By: /s/ Chris Porter
Name: Christopher Porter
Title: Chief Financial Officer

[Signature Page to Third Supplemental Indenture]

HANOVER FAMILY BUILDERS, LLC, a Florida limited liability company
HFB ARDMORE PHASE III, LLC, a Florida limited liability company
HFB CELERY AVENUE, LLC, a Florida limited liability company
HFB CYPRESS HAMMOCK, LLC, a Florida limited liability company
HFB CYPRESS OAKS, LLC, a Florida limited liability company
HFB ORCHID TERRACE, LLC, a Florida limited liability company
HFB PRESERVATION POINTE LLC, a Florida limited liability company
HFB RIDGEVIEW LLC, a Florida limited liability company
HFB SKY VENTURES, LLC, a Florida limited liability company
HFB FIRST PLACE, LLC, a Florida limited liability company
HFB SUNRISE, LLC, a Florida limited liability company
HFB GREENFIELD, LLC, a Florida limited liability company
HFB HORSE CREEK, LLC, a Florida limited liability company
HFB TRINITY LAKES, LLC, a Florida limited liability company
HFB WILLIAMS PRESERVE, LLC, a Florida limited liability company
HFB LAKES, LLC, a Florida limited liability company
HFB WIREGRASS PARTNER, LLC, a Florida limited liability company
PSH PARTNERSHIP, LLC, a Florida limited liability company
WILLIAMS PRESERVE PHASE III, LLC, a Florida limited liability company
HFB BERESFORD WOODS, LLC, a Florida limited liability company
HFB KENTUCKY SQUARE, LLC, a Florida limited liability company
HFB HAMMOCK RESERVE, LLC, a Florida limited liability company
THOMPSON ROAD, LLC, a Florida limited liability company
HFB MARION RIDGE, LLC, a Florida limited liability company
HFB TRINITY PLACE, LLC, a Florida limited liability company
HANOVER SUNRISE RIDGE, LLC, a Florida limited liability company
LS-14 AVE MEMBER LLC, a Delaware limited liability company
LS-14 AVE JV LLC, a Delaware limited liability company
LS-14 AVE MEZZ LLC, a Delaware limited liability company
LS-14 AVE LLC, a Delaware limited liability company
LS-ANTHEM LLC, a Delaware limited liability company
VE HOMES, LLC, a Florida limited liability company
LS-LCF CA, LLC, a Delaware limited liability company
LANDSEA TITLE LLC, a Delaware limited liability company
HFB STOREY CREEK, LLC, a Delaware limited liability company
LS-SAN TAN GATEWAY LLC, a Delaware limited liability company
LANDSEA HOMES OF COLORADO LLC, a Delaware limited liability company
LANDSEA INSURANCE AGENCY LLC, a Delaware limited liability company
ANTARES ACQUISITION, LLC, a Texas limited liability company
LANDSEA DEVELOPMENT TEXAS LLC, a Delaware limited liability company

By: /s/ Chris Porter
Name: Christopher Porter
Title: Chief Financial Officer

TRUSTEE

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Bradley E. Scarborough

Name: Bradley E. Scarborough

Title: Vice President

[Signature Page to Third Supplemental Indenture]
