

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF GILLESPIE §

THAT, LANTANA LAND HOLDINGS LLC, a Delaware limited liability company ("Grantor"), the owner of the Residential Unit I, in that certain condominium created under and pursuant to that certain Master Condominium Declaration for The Lantana Master Condominium (the "Master Declaration"), recorded as Document No. _____ of the Official Public Records of Gillespie County, Texas (as may be amended, the "Master Condominium"), and which Grantor is the "Residential Declarant" under and pursuant to that certain Residential Condominium Declaration for The Villas at The Lantana Condominium, recorded as Document No. _____, of the Official Public Records of Gillespie County, Texas (as may be amended, the "Residential Declaration"), for and in consideration of good and valuable consideration paid by _____ (whether one or more, "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, **[and the further consideration of the execution and delivery by Grantee of one certain promissory note ("Note") of even date herewith in the principal sum of _____ and ____/100 Dollars (\$_____) payable to the order of _____ ("Lender"), as therein provided and bearing interest at the rates therein specified, the payment of which Note is secured by Seller's lien herein retained by Grantor ("Vendor's Lien") and is additionally secured by a deed of trust of even date herewith to _____, as Trustee, for the benefit of Lender.]** subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has **GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee** the Subject Property situated in Gillespie County, Texas, and being described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Subject Property").

This conveyance is made subject and subordinate to the encumbrances and exceptions (the "Permitted Exceptions") described in Exhibit "A-1", attached hereto and incorporated herein by reference for all purposes, but only to the extent they affect or relate to the Subject Property and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Subject Property, subject to the Permitted Exceptions as aforesaid, unto Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, personal representatives, successors and assigns to **WARRANT and FOREVER**

DEFEND, all and singular, the Subject Property, subject to the Permitted Exceptions, unto Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Grantee hereby agrees and acknowledges that the only improvements that are permitted to be constructed on the Subject Property is a single family residence in accordance with the Villa Plans (as defined in the Purchase and Sale Agreement executed by and between Grantor and Grantee). Grantee hereby grants to Grantor the exclusive right and option to repurchase the Subject Property if Grantee fails to complete the construction of a single family residence on the Subject Property in accordance with the Villa Plans within 24 months from the date that this Special Warranty Deed is recorded in the Official Public Records of Gillespie County, Texas (and such failure is caused directly or indirectly by the actions or omissions of Grantee or Grantee's agents, consultants, contractors, subcontractors, or designees). If the foregoing occurs, Grantor, at its sole election, shall have the option to repurchase the Subject Property (the "Repurchase Option") upon payment to Grantee of the "Purchase Price" of the Subject Property initially paid by Grantee to Grantor for the Subject Property (less closing costs previously paid by Grantor on the initial sale to Grantee) (the "Repurchase Price"). Furthermore, Grantor shall receive a credit against the Repurchase Price in the amount of any loans secured by the Subject Property. Closing of the purchase and sale of the Subject Property repurchased (the "Closing") shall occur at such time and place as designated by Grantor in its written notice of exercise of the Repurchase Option (the "Option Notice") and shall occur no sooner than ten days after delivery of the Option Notice to Grantee. Grantor shall not be required to consummate the Closing until Grantor is satisfied that the Subject Property is free and clear of any and all mechanic's liens. At the Closing, Grantee shall convey the Subject Property to Grantor by a special warranty deed. Grantor and Grantee shall equally pay for all recording fees, escrow fees, title insurance premiums, and other closing costs incident to the repurchase transaction. Taxes assessed against the Subject Property shall be prorated to the date of the Closing. The Repurchase Option shall (i) be assignable by Grantor to any subsidiaries or related or affiliated companies, and (ii) be exercisable by any successor-in-interest to Grantor pursuant to a foreclosure or a conveyance-in-lieu of foreclosure.

Additionally, if Grantee fails to complete the construction of a single family residence on the Subject Property in accordance with the Villa Plans within 24 months from the date that this Special Warranty Deed is recorded in the Official Public Records of Gillespie County, Texas, then Grantor has the unconditional and immediate right to collect liquidated damages in the amount of \$2,500.00 per day until Grantee achieves completion of construction of a single family residence on the Subject Property. Completion of construction will mean the issuance of a certificate of occupancy for a single family residence on the Subject Property built in accordance with the Villa Plans and confirmation that the Subject Property is furnished in accordance with the FF&E Specifications (as defined in the Purchase and Sale Agreement executed by and between Grantor and Grantee). Grantee shall pay the liquidated damages within ten days following demand from Grantor. If Grantee fails to pay liquidated damages within such ten day period, (i) interest shall accrue thereon at the lesser of (a) 10% per annum and (b) the maximum rate of interest permitted by law, and (ii) Grantor will be authorized to record a notice of lien against the Subject Property to secure such payment. Because of the difficulty and inconvenience of ascertaining the actual damages to Grantor if Grantee fails to complete the construction of a single family residence on the Subject Property in accordance with this paragraph, Grantor and Grantee agree to the amount of the liquidated damages stated herein and that said amount is a fair estimate of Grantor's damages. The assessment of liquidated damages shall (1) be assignable by Grantor to any subsidiaries or related or affiliated companies, (2) be exercisable by any successor-in-interest to Grantor pursuant to a foreclosure or a conveyance-in-lieu of foreclosure, and (3) automatically terminate upon the completion of construction (as defined above).

Grantee acknowledges and agrees that in the event of any breach of the foregoing construction covenants, Grantor would be irreparably and immediately harmed and could not be made whole by monetary damages alone. Accordingly, Grantee shall not oppose the application by Grantor for injunctive relief or the granting of injunctive relief to prevent breaches or threatened breaches of such construction covenants and to compel specific performance.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Subject Property for the calendar year of 202_ and all subsequent years; but Grantor assumes and agrees to pay any and all ad valorem taxes and special assessments pertaining to the Subject Property for the calendar year 202_, there having been a proper proration of ad valorem taxes for the current calendar year of 202_ between Grantor and Grantee, except as otherwise set forth in that certain Reverse Tax Proration Agreement dated of even date herewith entered into by and between Grantor and Grantee.

[Vendor's Lien, together with the superior title to the Subject Property, is retained in this Special Warranty Deed for the benefit of Lender at the request of Grantee and the same are hereby conveyed, transferred and assigned to Lender, its successors and assigns. Vendor's Lien and superior title to the Subject Property are retained until the Note is fully paid according to its terms, at which time this Special Warranty Deed will become absolute.]

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SPECIAL WARRANTY DEED, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SUBJECT PROPERTY. BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE SUBJECT PROPERTY "AS IS" AND "WHERE IS," AND THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, GRANTOR HAS DISCLAIMED ANY AND ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR USE OR PURPOSE AND BY ACCEPTING THIS SPECIAL WARRANTY DEED RELEASES GRANTOR AND GRANTOR'S AFFILIATES FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES IN RELATION TO THE SUBJECT PROPERTY.

BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT THE SUBJECT PROPERTY EXPRESSLY EXCLUDES THE MINERAL AND WATER ESTATE (AS DEFINED IN THE RESIDENTIAL DECLARATION).

[Signature Page Follows]

EXECUTED as of the _____ day of _____, 20__.

GRANTOR:

LANTANA LAND HOLDINGS LLC,
a Delaware limited liability company

By: LANTANA DEVELOPER, LLC,
a Texas limited liability company,
its Manager

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____, 20__, by _____, the _____ of LANTANA DEVELOPER, LLC, a Texas limited liability company, as the Manager of LANTANA LAND HOLDINGS LLC, a Delaware limited liability company, on behalf of said companies.

[S E A L]

My Commission Expires:

Notary Public in and for the State of _____

Notary's Printed Name

GRANTEE'S ADDRESS FOR TAX NOTICES:

EXHIBIT "A" TO SPECIAL WARRANTY DEED

Property Description

The Subject Property consists of Unit _____ of The Villas at The Lantana Condominium in Gillespie County, Texas, created pursuant to that certain Residential Condominium Declaration for The Villas at The Lantana Condominium recorded as Document No. _____, of the Official Public Records of Gillespie County, Texas, as amended from time to time (collectively, the "Declaration"), together with an undivided interest in the Common Elements (as defined in the Declaration) appurtenant thereto.

EXHIBIT "A-1" TO SPECIAL WARRANTY DEED

Permitted Exceptions

[To be inserted at Closing]