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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 9)*

Landsea Homes Corporation
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

51509P103
(CUSIP Number)

Qin Zhou
Executive Vice President
Landsea Holdings Corporation
530 Lytton Ave, 2nd Floor, Palo Alto, CA 94301
(213) 689-5132

With a copy to:

James Hsu, Esq.
Squire Patton Boggs (US) LLP
555 Flower St 31st floor
Los Angeles, CA 90071
(213) 689-5170

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 3, 2024
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. ☐

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Persons Landsea Holdings Corporation	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO (see Item 3)	
5	Check Box if Disclosure of Legal Proceeding Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power - 0 -
	8	Shared Voting Power 16,940,729 (1) (see Items 4 and 5)
	9	Sole Dispositive Power - 0 -
	10	Shared Dispositive Power 12,710,729 (1)(A) (see Items 4 and 5)
11	Aggregate Amount Beneficially Owned by Each Person 16,940,729 shares of Common Stock (1) (see Items 4 and 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 46.79% (2)	
14	Type of Reporting Person CO; HC	

- (1) Consists of (A) 12,710,729 shares of common stock (“Common Stock”) of Landsea Homes Corporation (the “Issuer”) held of record by Landsea Holdings Corporation (“Landsea Holdings”) immediately following the completion of the transfer of (i) 4,100,000 shares of Common Stock by Landsea Holdings pursuant to the terms of the Payment Agreement Regarding Credit Agreement and Loan Documents (the “Payment Agreement”) dated May 10, 2024, entered into by Landsea Holdings as borrower, and 1103849 B.C. LTD., as lender (the “Lender”) to Ever Fast Holdings Limited, a subsidiary and designee of the Lender (“Ever Fast”) on May 14, 2024, (ii) 80,000 shares of Common Stock by Landsea Holdings to Qin Zhou pursuant to that certain Stock Bonus Award Agreement between Landsea Holdings and Qin Zhou (the “Zhou Agreement”) on June 3, 2024, and (iii) 50,000 shares of Common Stock by Landsea Holdings to Yitu Wang pursuant to that certain Stock Bonus Award Agreement between Landsea Holdings and Yitu Wang (the “Wang Agreement,” together with the Zhou Agreement the “Stock Bonus Award Agreements”) on June 3, 2024; and (B) (i) 4,100,000 shares of Common Stock Landsea Holdings transferred to Ever Fast pursuant to the Payment Agreement, with respect to which Landsea Holdings may be deemed to share voting power with the Lender and Ever Fast pursuant to the Voting and Stockholder Agreement dated May 10, 2024 (the “Voting and Stockholder Agreement”) between Landsea Holdings, the Lender and Ever Fast, (ii) 80,000 shares of Common Stock Landsea Holdings transferred to Qin Zhou pursuant to the Zhou Agreement, with respect to which Landsea Holdings may be deemed to share voting power with Qin Zhou, and (iii) 50,000 shares of Common Stock Landsea Holdings transferred to Yitu Wang pursuant to the Wang Agreement, with respect to which Landsea Holdings may be deemed to share voting power with Yitu Wang.
- (2) The percentage ownership is based upon 36,203,534 shares of Common Stock issued and outstanding as of June 3, 2024, following the completion of the transfer of 130,000 shares of Common Stock by Landsea Holdings pursuant to the Stock Bonus Award Agreements.

1	Name of Reporting Persons Landsea Green Management Limited (F/K/A Landsea Green Properties Co. Ltd.)	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO (see Item 3)	
5	Check Box if Disclosure of Legal Proceeding Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Bermuda	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power - 0 -
	8	Shared Voting Power 16,940,729 (1) (see Items 4 and 5)
	9	Sole Dispositive Power - 0 -
	10	Shared Dispositive Power 12,710,729 (1)(A) (see Items 4 and 5)
11	Aggregate Amount Beneficially Owned by Each Person 16,940,729 shares of Common Stock (1) (see Items 4 and 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 46.79% (2)	
14	Type of Reporting Person CO; HC	

- (1) Consists of (A) 12,710,729 shares of the Issuer's Common Stock held of record by Landsea Holdings after (a) acquiring (i) 32,557,303 shares of Common Stock issued by the Issuer as merger consideration pursuant to that certain Agreement and Plan of Merger dated August 31, 2020 by and among the Issuer, Landsea Holdings, LFCA Merger Sub, Inc. and Landsea Homes Incorporation (as amended, the "Merger Agreement") and (ii) 5,000,000 shares of Common Stock pursuant to the Sponsor Surrender Agreement defined in the Merger Agreement, (b) disposing of 179,038 shares of Common Stock pursuant to the Merger Agreement, (c) disposing of 4,838,710 shares of Common Stock pursuant to the Stock Purchase Agreement dated as of May 31, 2022, (d) disposing of 4,398,826 shares of Common Stock pursuant to the Share Repurchase Agreement dated as of June 1, 2022, (e) the automatic surrender and forfeiture on January 7, 2023 of 500,000 shares of Common Stock pursuant to the Sponsor Surrender Agreement, (f) the sale of 2,956,522 shares of Common Stock by Landsea Holdings pursuant to that certain underwriting agreement dated June 12, 2023 by the Issuer, Landsea Holdings as the selling stockholder and B. Riley Securities, Inc., as representative of the several underwriters named therein (the "2023 Underwriting Agreement") on June 15, 2023, (g) the sale of 443,478 shares of Common Stock by Landsea Holdings pursuant to the exercise in full of the underwriters' option to purchase additional shares under the 2023 Underwriting Agreement, (h) the sale of 2,800 shares of Common Stock by Landsea Holdings pursuant to that certain underwriting agreement dated March 5, 2024 by the Issuer, Landsea Holdings as the selling stockholder and B. Riley Securities, Inc. and BofA Securities, Inc. as representatives of the several underwriters named therein (the "2024 Underwriting Agreement") on March 8, 2024, (i) the transfer of 4,100,000 shares of Common Stock by Landsea Holdings on May 14, 2024 pursuant to the Payment Agreement by Landsea Holdings as borrower and 1103849 B.C. LTD., as lender, (j) the transfer of 80,000 shares of Common Stock by Landsea Holdings to Qin Zhou pursuant to the Zhou Agreement on June 3, 2024, and (k) the transfer of 50,000 shares of Common Stock by Landsea Holdings to Yitu Wang pursuant to the Wang Agreement on June 3, 2024; and (B) (i) 4,100,000 shares of Common Stock Landsea Holdings transferred to Ever Fast pursuant to the Payment Agreement on May 14, 2024, with respect to which Landsea Holdings may be deemed to share voting power with the Lender and Ever Fast pursuant to the Voting and Stockholder Agreement, (ii) 80,000 shares of Common Stock Landsea Holdings transferred to Qin Zhou pursuant to the Zhou Agreement, with respect to which Landsea Holdings may be deemed to share voting power with Qin Zhou, and (iii) 50,000 shares of Common Stock Landsea Holdings transferred to Yitu Wang pursuant to the Wang Agreement, with respect to which Landsea Holdings may be deemed to share voting power with Yitu Wang.

Landsea Green Management Limited (F/K/A Landsea Green Properties Co. Ltd) may be deemed to have beneficial ownership of such shares since Landsea Holdings is 100% indirectly owned by Landsea Green Management Limited. Neither the filing of this Statement on Schedule 13D nor any of its contents shall be deemed to constitute an admission by Landsea Green Management Limited or any of its subsidiaries having a beneficial ownership interest in Landsea Holdings that it is the beneficial owner of any of the shares of Common Stock referred to herein for purposes of Section 13(d) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), or for any other purpose, and such beneficial ownership is expressly disclaimed.

- (2) The percentage ownership is based upon 36,203,534 shares of Common Stock issued and outstanding as of June 3, 2024, following the completion of the transfer of 130,000 shares of Common Stock by Landsea Holdings pursuant to the Stock Bonus Award Agreements.

1	Name of Reporting Persons Ming Tian	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds OO (see Item 3)	
5	Check Box if Disclosure of Legal Proceeding Is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 16,970,729 (1) (see Items 4 and 5)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 12,740,729 (1)(A) and (1)(C) (see Items 4 and 5)
11	Aggregate Amount Beneficially Owned by Each Person 16,970,729 shares of Common Stock (1) (see Items 4 and 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 46.88% (2)	
14	Type of Reporting Person IN; HC	

- (1) Consists of (A) 12,710,729 shares of the Issuer's Common Stock held of record by Landsea Holdings after (a) acquiring (i) 32,557,303 shares of Common Stock issued by Landsea Homes Corporation (the "Issuer") as merger consideration pursuant to the Merger Agreement and (ii) 5,000,000 shares of Common Stock pursuant to the Sponsor Surrender Agreement, (b) disposing of 179,038 shares of Common Stock pursuant to the Merger Agreement, as of January 7, 2021, (c) disposing of 4,838,710 shares pursuant to the Stock Purchase Agreement dated as of May 31, 2022, (d) disposing of 4,398,826 shares of Common Stock pursuant to the Share Repurchase Agreement dated as of June 1, 2022, (e) the automatic surrender and forfeiture on January 7, 2023 of 500,000 shares of Common Stock pursuant to the Sponsor Surrender Agreement, (f) the sale of 2,956,522 shares of Common Stock by Landsea Holdings pursuant to the 2023 Underwriting Agreement on June 15, 2023, (g) the sale of 443,478 shares of Common Stock by Landsea Holdings pursuant to the exercise in full of the underwriters' option to purchase additional shares under the 2023 Underwriting Agreement on June 21, 2023, (h) the sale of 2,800,000 shares of Common Stock by Landsea Holdings pursuant to the 2024 Underwriting Agreement closed on March 8, 2024, (i) the transfer of 4,100,000 shares by Landsea Holdings to Ever Fast pursuant to the Payment Agreement on May 14, 2024, (j) the transfer of 80,000 shares of Common Stock by Landsea Holdings to Qin Zhou pursuant to the Zhou Award Agreement on June 3, 2024, and (k) the transfer of 50,000 shares of Common Stock by Landsea Holdings to Yitu Wang pursuant to the Wang Agreement on June 3, 2024, and (B) (i) 4,100,000 shares of Common Stock Landsea Holdings transferred to Ever Fast pursuant to the Payment Agreement on May 14, 2024, with respect to which Landsea Holdings may be deemed to share voting power with the Lender and Ever Fast pursuant to the Voting and Stockholder Agreement, (ii) 80,000 shares of Common Stock Landsea Holdings transferred to Qin Zhou pursuant to the Zhou Agreement, with respect to which Landsea Holdings may be deemed to share voting power with Qin Zhou, and (iii) 50,000 shares of Common Stock Landsea Holdings transferred to Yitu Wang pursuant to the Wang Agreement, with respect to which Landsea Holdings may be deemed to share voting power with Yitu Wang; and (C) 30,000 shares of Common Stock held of record by the spouse of Mr. Tian through participation as an investor in the secondary offering under the 2024 Underwriting Agreement, closed on March 8, 2024, with respect to which Mr. Tian may be deemed to share with his spouse the power to vote or dispose, or to direct the voting or disposition of, such 30,000 shares of Common Stock.

Mr. Tian may be deemed to have beneficial ownership of the 16,940,729 shares of the Issuer's Common Stock held of record by Landsea Holdings since Landsea Holdings is 100% indirectly owned by Landsea Green Management Limited (F/K/A Landsea Green Properties Co. Ltd) and Mr. Tian indirectly beneficially owns approximately 58.53% of Landsea Green Management Limited through his interest in Easycorps Group Limited ("Easycorps"), Greensheid Corporation ("Greensheid"), and Landsea International Holdings Limited ("Landsea International"). Easycorps is wholly-owned by Mr. Tian. Greensheid is wholly-owned by Landsea International, which in turn is wholly-owned by Landsea Group Co., Ltd. ("Landsea Group"). Mr. Tian is the controlling shareholder of Landsea Group. Neither the filing of this Statement on Schedule 13D nor any of its contents shall be deemed to constitute an admission by Mr. Tian, Easycorps, Greensheid, Landsea Group, Landsea Green Management Limited or any of Landsea Green Management Limited's subsidiaries having a beneficial ownership interest in Landsea Holdings that he or it is the beneficial owner of any of the shares of Common Stock referred to herein for purposes of Section 13(d) of Exchange Act, or for any other purpose, and such beneficial ownership is expressly disclaimed.

- (2) The percentage ownership is based upon 36,203,534 shares of Common Stock issued and outstanding as of June 3, 2024 following the completion of the transfer of 130,000 shares of Common Stock by Landsea Holdings pursuant to the Stock Bonus Award Agreements.

Statement on Schedule 13D

Explanatory Note

This Amendment No. 9 amends and supplements the Schedule 13D filed on January 19, 2021 (the “Original Schedule 13D”), as amended and supplemented by Amendment No. 1 filed on May 13, 2022, Amendment No. 2 filed on June 2, 2022, Amendment No. 3 filed on June 16, 2022, Amendment No. 4 filed on June 16, 2023, Amendment No. 5 filed on June 22, 2023, Amendment No. 6 filed on July 21, 2023, Amendment No. 7 filed on March 11, 2024, and Amendment No. 8 filed on May 14, 2024. This Amendment No. 9 reports that on June 3, 2024, Landsea Holdings transferred a total of 130,000 shares of the Issuer’s Common Stock as bonus to two employees of Landsea Holdings, and the number of shares reported as held by the Reporting Persons in this Amendment gives effect to such transaction.

Item 4. – Purpose of Transaction

Item 4 is hereby amended to add the following supplemental information:

The information set forth in Item 6 is hereby incorporated by reference into Item 4 of this Amendment No. 7.

Item 5. – Interest in Securities of the Issuer

Item 5 is hereby amended to add the following supplemental information:

(a) - (b) As of June 3, 2024, after the transfer of 130,000 shares of Common Stock pursuant to the Stock Bonus Award Agreements (defined in Item 6 below), Landsea Holdings beneficially owns 12,710,729 shares of Common Stock. Each other Reporting Person may be deemed, for purposes of Rule 13d-3 under the Exchange Act, to share with Landsea Holdings the power to vote or dispose, or to direct the voting or disposition of, such shares of Common Stock, and thus, for the purpose of Rule 13d-3, the other Reporting Persons may be deemed to be the beneficial owners of the shares. Information about the relationships of the Reporting Persons on the cover pages are incorporated herein by reference.

In addition, pursuant to the Stock Bonus Award Agreements described in Item 6 below, the Bonus Recipients (defined below in Item 6) agreed to vote the 130,000 shares of Common Stock in favor of approval of any voting proposal by Landsea Holdings, or against approval of any proposal made in opposition to, or in competition with, Landsea Holdings’ voting proposal. Landsea Holdings may be deemed to share the voting power of such 130,000 shares of Common Stock with the Bonus Recipients. Pursuant to the Voting and Stockholder Agreement dated May 10, 2024 between Landsea Holdings, 1103849 B.C. LTD., as lender (the “Lender”), and Ever Fast Holdings Limited, a subsidiary and designee of the Lender (“Ever Fast,” together with Lender the “Lender Parties”), Landsea Holdings may be deemed to share voting power with the Lender Parties as to 4,100,000 shares of Common Stock transferred by Landsea Holdings to Ever Fast on May 14, 2024. Thus, Landsea Holdings and each other Reporting Person may be deemed, for purposes of Rule 13d-3 under the Exchange Act, to be the beneficial owner of a total of 16,940,729 shares of Common Stock (except the Reporting Person, Ming Tian, who would be deemed the beneficial owner of 16,970,729 shares of Common Stock), resulting in each Reporting Person holding 46.79% of the issued and outstanding shares of Common Stock of the Issuer after the completion of transfer.

(c) Except for the transfer described above, none of the Reporting Persons, and to the best knowledge of the Reporting Persons, none of the persons named in Schedule A to the Original 13D Filing, has effected any transactions in the shares during the past 60 days.

Item 6. – Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended to add the following supplemental information:

Stock Bonus Award Agreements

Landsea Holdings entered into that certain Stock Bonus Award Agreement with Qin Zhou (the “Zhou Agreement”), pursuant to which Landsea Holdings transferred 80,000 shares of the Issuer’s Common Stock (“Zhou Bonus Stock”) held by it to Qin Zhou on June 3, 2024 in consideration of her services rendered to Landsea Holdings. Landsea Holdings also entered into that certain Stock Bonus Award Agreement (the “Wang Agreement,” together with the Zhou Agreement the “Stock Bonus Award Agreements”) with Yitu Wang (together with Qin Zhou the “Bonus Recipients”), pursuant to which Landsea Holdings

transferred 50,000 shares of the Issuer's Common Stock ("Wang Bonus Stock," together with Zhou Bonus Stock the "Bonus Stock") held by it to Yitu Wang on June 3, 2024 in consideration of his services rendered to Landsea Holdings. Pursuant to the Stock Bonus Award Agreements, both Bonus Recipients agreed to vote or cause to vote the Bonus Stock at the stockholders meetings or stockholders resolutions by written consent of the Issuer in favor of approval of any voting proposal by Landsea Holdings, or against approval of any proposal made in opposition to, or in competition with, Landsea Holdings' voting proposal, or against any other action that is intended, or would reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect Landsea Holdings' voting proposal. The Bonus Recipients also agreed, for a period of five years from the date of the Stock Bonus Award Agreements, not to directly or indirectly sell, assign, transfer, pledge, hypothecate or otherwise dispose of any or all of the Bonus Stock pursuant to the Stock Bonus Award Agreements, which are incorporated by reference herein as an exhibit hereto and are incorporated into this Item 6 by reference.

Item 7. – Material to be Filed as Exhibits

Item 7 is hereby supplemented to add the following as an exhibit:

Exhibit 14. Stock Bonus Award Agreement dated June 3, 2024 between Landsea Holdings Corporation and Qin Zhou

Exhibit 15. Stock Bonus Award Agreement dated June 3, 2024 between Landsea Holdings Corporation and Yitu Wang

SIGNATURES

After reasonable inquiry and to the best of his or its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: June 5, 2024

Landsea Holdings Corporation

By: /s/ Qin Zhou
Name: Qin Zhou
Title: Executive Vice President

Landsea Green Management Limited

By: / s/ Ming Tian
Name: Ming Tian
Title: Chairman of Board of Directors

Ming Tian

/s/ Ming Tian

STOCK BONUS AWARD AGREEMENT

This Stock Bonus Award Agreement (this “Agreement”) is made and entered into as of June 3, 2024, by and between **Landsea Holdings Corporation**, a Delaware corporation (“LHC”), and **Qin Zhou**, an individual residing in California, USA (the “Executive”, and together with LHC, the “Parties”).

RECITALS

WHEREAS, Landsea Homes Corporation (“LSEA”) is a Delaware corporation whose common stock, with a par value of \$0.0001 per share (the “LSEA Stock”), is listed on the Nasdaq Capital Market under the symbol “LSEA”;

WHEREAS, LHC owns 12,840,729 shares of LSEA Stock as of the date hereof;

WHEREAS, subject to the terms and conditions set forth below, in recognition of services rendered by the Executive to this Corporation as of the date hereof, LHC desires to grant a bonus award (the “Bonus Award”) to the Executive in the form of Eighty Thousand (80,000) shares of LSEA Stock; and

WHEREAS, the Executive desires to accept the Bonus Award on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the following meanings:

“Affiliate” means (a) with respect to any specified Person that is not a natural Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person (For these purposes, “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning ascribed to such term in the Preamble.

“Bonus Award” has the meaning ascribed to such term in the Recitals.

“Bonus Shares” has the meaning ascribed to such term in Section 2(a).

“Closing” has the meaning ascribed to such term in Section 2(b).

“Executive” has the meaning ascribed to such term in the Preamble.

“Grant” has the meaning ascribed to such term in Section 2(a).

“LHC” has the meaning ascribed to such term in the Preamble.

“LSEA” has the meaning ascribed to such term in the Recitals.

“LSEA Stock” has the meaning ascribed to such term in the Recitals.

“Parties” has the meaning ascribed to such term in the Preamble.

“Person” means any individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever.

“Securities Act” has the meaning ascribed to such term in Section 5(c).

“Subsidiary” means, with respect to any Person, (i) any corporation, limited liability company, partnership or other entity of which shares of capital stock or other ownership interests having ordinary voting power to elect a majority of the board of directors or other similar managing body of such corporation, limited liability company, partnership or other entity are at the time directly or indirectly owned or controlled by such Person, or (ii) the management of which is otherwise controlled, directly or indirectly, by such Person.

“Tax-Related Items” has the meaning ascribed to such term in Section 7.

Section 2. Issuance: Closing: Vesting.

(a) LHC hereby grants to the Executive Eighty Thousand (80,000) shares of LSEA Stock (the “Bonus Shares”), subject to the terms and conditions set forth in this Agreement (the “Grant”). The Grant of the Bonus Shares is made in consideration of the services rendered by the Executive to LHC and/or its Subsidiary.

(b) The closing of the Grant of the Bonus Shares subject to this Agreement (“Closing”) shall occur on such other date, as the Parties shall agree. At Closing, subject to the terms and conditions of this Agreement, to the extent the Bonus Shares are certificated, the LHC shall deliver to the Executive certificates representing the Bonus Shares, registered in the name of LHC, duly endorsed by LHC for transfer to the Executive.

(c) Subject to the terms of this Agreement, the Bonus Shares shall be fully vested as of Closing.

Section 3. Agreement to Vote. Subject to applicable law, the Executive agrees, to vote or execute a written consent or consents if stockholders of LSEA are requested to vote their shares through the execution of an action by written consent in lieu of any such annual or special meeting of stockholders of LSEA, as applicable, with respect to all shares of the Bonus Shares that the Executive owns or controls the voting of, or causes to be voted or a consent to be executed with respect to such shares of the Bonus Shares, at the annual or special meeting of stockholders of LSEA as follows:

- (a) in favor of approval of any LHC voting proposal;
- (b) against approval of any proposal made in opposition to, or in competition with, the LHC voting proposal; and
- (c) against any other action that is intended, or would reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the LHC voting proposal.

Section 4. Restrictions on Transfer. The Executive agrees from the date hereof through the fifth anniversary of this Agreement, not to directly or indirectly Transfer any or all shares of the Bonus Shares. “Transfer” means the sale, grant, assignment, transfer, pledge, encumbrance, hypothecation or other disposition of any share or shares of the Bonus Shares or the beneficial ownership thereof (including by operation of law), or the entry into any contract to effect any of the foregoing, including, for purposes of this Agreement, the transfer or sharing of any voting power of such Bonus Shares, or the granting of any proxy with respect to such Bonus Shares. For the avoidance of doubt, any Transfer or attempted Transfer of the Bonus Shares in violation of any provision of this Agreement shall be null and void.

Section 5. Representations and Warranties of the Executive. In connection with the Bonus Award, the Executive hereby represents and warrants as of the date hereof that:

(a) The Executive has all requisite power and authority to execute, deliver and perform under this Agreement and the other agreements, certificates and instruments to be executed by the Executive in connection with or pursuant to this Agreement. This Agreement has been duly executed and delivered by the Executive and constitutes a legal, valid and binding agreement of the Executive, enforceable against Executive in accordance with its terms.

(b) The Executive has sufficient experience in evaluating the risks involved in ownership of securities of private companies that are engaged in the type of business in which LSEA is engaged.

(c) The Executive is accepting the Bonus Award of the Bonus Shares for investment for the Executive’s own account only and will only distribute the Bonus Shares in a manner which is not in violation of the Securities Act of 1933, as amended (the “Securities Act”), and the rules and regulations promulgated thereunder, or any applicable state securities or “blue sky” laws, rules and regulations.

(d) The Executive has carefully considered and has discussed with her own professional legal, tax, accounting and financial advisors, to the extent the Executive has deemed necessary, the suitability of this investment and the transactions contemplated by this Agreement for the Executive's particular federal, state, local and foreign tax and financial situation and has determined that this investment and the transactions contemplated by this Agreement are a suitable investment for the Executive. The Executive has relied solely on such advisors and not on any statements or representations of LHC, LSEA or any of their respective agents.

(e) The Executive understands that the Executive shall be responsible for the Executive's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

Section 6. Representations and Warranties of LHC. In connection with the Grant, LHC hereby represents and warrants as of the date hereof that:

(a) LHC is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated, with full power to carry on its business as it is now and has since its organization been conducted, and to own, lease or operate its assets.

(b) LHC has all necessary power and authority to execute, deliver and perform its obligations under this Agreement, and all instruments and documents contemplated hereby and to transfer the Bonus Shares to the Executive pursuant to this Agreement, and this Agreement constitutes a valid and binding obligation on LHC.

(c) LHC is the sole beneficial owner of the Bonus Shares and that the Bonus Shares are free and clear of any liens, pledges, security interests, claims, equitable interests or encumbrances (other than restrictions on transfer under applicable state and federal laws).

Section 7. Tax Liability and Withholding. The Executive acknowledges and agrees that the fair market value of the Bonus Shares, as determined on the date of Closing, will be treated as ordinary income by the Executive and will be subject to withholding by LHC. The Executive shall be required to timely pay to LHC the amount of any required withholding taxes in respect of the Bonus Shares and to take all such other action as LHC deems necessary to satisfy all obligations for the payment of such withholding tax. Notwithstanding any action LHC takes with respect to any and all income tax, social security tax, medicare tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related items is and remains the Executive's responsibility. LHC makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the Grant, vesting or settlement of the Bonus Shares or the subsequent Transfer of the Shares; and does not commit to structure the Bonus Award to reduce or eliminate the Executive's liability for Tax-Related Items.

Section 8. Compliance with Laws and Regulations. The grant of the Bonus Shares will be subject to and conditioned upon compliance by the Company and the Executive with all applicable state and federal laws and regulations and with all applicable requirements of the stock exchange on which the Bonus Shares may be listed or quoted at the time of such transfer. The Executive agrees and acknowledges that she will only hold, own, distribute, or otherwise dispose of the Bonus Shares in a manner which is not in violation of the Securities Act, and the rules and regulations promulgated thereunder, any applicable state securities laws, rules and regulations, any applicable requirements of the stock exchange on which the Bonus Shares may be listed, or any applicable requirements or policies of LSEA then in effect.

Section 9. Governing Law and Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. To the extent permitted by law, each of the Parties hereto hereby irrevocably submits to the exclusive jurisdiction of any state court or U.S. federal court, in either case sitting in the State of California, over any claim brought by any party arising out of or relating to this Agreement, and each of the Parties hereto hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such court.

Section 10. Further Actions. LHC and the Executive each agree to execute such further instruments and to take such further action as requested by any Company to carry out the intent of this Agreement.

Section 11. Executive's Employment. Neither the Grant of the Bonus Award nor any term or condition contained in this Agreement nor the existence of or potential for profit in the Bonus Award shall obligate LHC or any of its Affiliate or Subsidiary to employ or engage the Executive in any capacity whatsoever or prohibit or restrict LHC (or any such Affiliate or Subsidiary) from terminating the employment of the Executive at any time and for any reason whatsoever, with or without cause, and the loss of existing or potential profit in the Bonus Award shall not constitute an element of damages in the event the Executive is no longer employed or engaged by LHC or an Affiliate or a Subsidiary thereof, even if such termination is in violation of an obligation of LHC or an Affiliate or a Subsidiary of LHC to the Executive by contract or otherwise, except to the extent any such contract may expressly provide otherwise.

Section 12. Notices. All notices, requests, demands and other communications provided in connection with this Agreement shall be in writing and shall be deemed to have been duly given at the time when hand delivered, delivered by express courier, or sent by facsimile or email transmission (with receipt confirmed by the sender's transmitting device) in accordance with the contact information provided below or such other contact information as the Parties may have duly provided by notice.

If to LHC, to:

If to the Executive, to:

Section 13. Entire Agreement; Amendment. Except as expressly provided herein, this Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them concerning such subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Parties to this Agreement.

Section 14. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

Section 15. Assignment; No Third-Party Beneficiaries. This Agreement may not be assigned by operation of law or otherwise, and any attempted assignment shall be null and void. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto, any benefit, right or remedies.

Section 16. Counterparts and Facsimile. For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this Agreement may be delivered by facsimile or other electronic means and such electronic signature pages will be deemed as sufficient as if physical signature pages had been delivered.

Section 17. Headings. The descriptive headings of the Sections hereof are inserted for convenience only and do not constitute a part of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Landsea Holdings Corporation
a Delaware corporation

By: /s/ Qin Zhou
Name: Qin Zhou
Title: Executive Vice President

Executive

Signature: /s/ Qin Zhou
Name: Qin Zhou

STOCK BONUS AWARD AGREEMENT

This Stock Bonus Award Agreement (this “Agreement”) is made and entered into as of June 3, 2024, by and between **Landsea Holdings Corporation**, a Delaware corporation (“LHC”), and **Yitu Wang**, an individual residing in California, USA (the “Executive”, and together with LHC, the “Parties”).

RECITALS

WHEREAS, Landsea Homes Corporation (“LSEA”) is a Delaware corporation whose common stock, with a par value of \$0.0001 per share (the “LSEA Stock”), is listed on the Nasdaq Capital Market under the symbol “LSEA”;

WHEREAS, LHC owns 12,840,729 shares of LSEA Stock as of the date hereof;

WHEREAS, subject to the terms and conditions set forth below, in recognition of services rendered by the Executive to this Corporation as of the date hereof, LHC desires to grant a bonus award (the “Bonus Award”) to the Executive in the form of Fifty Thousand (50,000) shares of LSEA Stock; and

WHEREAS, the Executive desires to accept the Bonus Award on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the following meanings:

“Affiliate” means (a) with respect to any specified Person that is not a natural Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person (For these purposes, “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning ascribed to such term in the Preamble.

“Bonus Award” has the meaning ascribed to such term in the Recitals.

“Bonus Shares” has the meaning ascribed to such term in Section 2(a).

“Closing” has the meaning ascribed to such term in Section 2(b).

“Executive” has the meaning ascribed to such term in the Preamble.

“Grant” has the meaning ascribed to such term in Section 2(a).

“LHC” has the meaning ascribed to such term in the Preamble.

“LSEA” has the meaning ascribed to such term in the Recitals.

“LSEA Stock” has the meaning ascribed to such term in the Recitals.

“Parties” has the meaning ascribed to such term in the Preamble.

“Person” means any individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever.

“Securities Act” has the meaning ascribed to such term in Section 5(c).

“Subsidiary” means, with respect to any Person, (i) any corporation, limited liability company, partnership or other entity of which shares of capital stock or other ownership interests having ordinary voting power to elect a majority of the board of directors or other similar managing body of such corporation, limited liability company, partnership or other entity are at the time directly or indirectly owned or controlled by such Person, or (ii) the management of which is otherwise controlled, directly or indirectly, by such Person.

“Tax-Related Items” has the meaning ascribed to such term in Section 7.

Section 2. Issuance: Closing: Vesting.

(a) LHC hereby grants to the Executive Fifty Thousand (50,000) shares of LSEA Stock (the Bonus Shares”), subject to the terms and conditions set forth in this Agreement (the Grant”). The Grant of the Bonus Shares is made in consideration of the services rendered by the Executive to LHC and/or its Subsidiary.

(b) The closing of the Grant of the Bonus Shares subject to this Agreement (Closing) shall occur on such other date, as the Parties shall agree. At Closing, subject to the terms and conditions of this Agreement, to the extent the Bonus Shares are certificated, the LHC shall deliver to the Executive certificates representing the Bonus Shares, registered in the name of LHC, duly endorsed by LHC for transfer to the Executive.

(c) Subject to the terms of this Agreement, the Bonus Shares shall be fully vested as of Closing.

Section 3. Agreement to Vote. Subject to applicable law, the Executive agrees, to vote or execute a written consent or consents if stockholders of LSEA are requested to vote their shares through the execution of an action by written consent in lieu of any such annual or special meeting of stockholders of LSEA, as applicable, with respect to all shares of the Bonus Shares that the Executive owns or controls the voting of, or causes to be voted or a consent to be executed with respect to such shares of the Bonus Shares, at the annual or special meeting of stockholders of LSEA as follows:

- (a) in favor of approval of any LHC voting proposal;
- (b) against approval of any proposal made in opposition to, or in competition with, the LHC voting proposal; and
- (c) against any other action that is intended, or would reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the LHC voting proposal.

Section 4. Restrictions on Transfer. The Executive agrees from the date hereof through the fifth anniversary of this Agreement, not to directly or indirectly Transfer any or all shares of the Bonus Shares. “Transfer” means the sale, grant, assignment, transfer, pledge, encumbrance, hypothecation or other disposition of any share or shares of the Bonus Shares or the beneficial ownership thereof (including by operation of law), or the entry into any contract to effect any of the foregoing, including, for purposes of this Agreement, the transfer or sharing of any voting power of such Bonus Shares, or the granting of any proxy with respect to such Bonus Shares. For the avoidance of doubt, any Transfer or attempted Transfer of the Bonus Shares in violation of any provision of this Agreement shall be null and void.

Section 5. Representations and Warranties of the Executive. In connection with the Bonus Award, the Executive hereby represents and warrants as of the date hereof that:

(a) The Executive has all requisite power and authority to execute, deliver and perform under this Agreement and the other agreements, certificates and instruments to be executed by the Executive in connection with or pursuant to this Agreement. This Agreement has been duly executed and delivered by the Executive and constitutes a legal, valid and binding agreement of the Executive, enforceable against Executive in accordance with its terms.

(b) The Executive has sufficient experience in evaluating the risks involved in ownership of securities of private companies that are engaged in the type of business in which LSEA is engaged.

(c) The Executive is accepting the Bonus Award of the Bonus Shares for investment for the Executive’s own account only and will only distribute the Bonus Shares in a manner which is not in violation of the Securities Act of 1933, as amended (the “Securities Act”), and the rules and regulations promulgated thereunder, or any applicable state securities or “blue sky” laws, rules and regulations.

(d) The Executive has carefully considered and has discussed with her own professional legal, tax, accounting and financial advisors, to the extent the Executive has deemed necessary, the suitability of this investment and the transactions contemplated by this Agreement for the Executive's particular federal, state, local and foreign tax and financial situation and has determined that this investment and the transactions contemplated by this Agreement are a suitable investment for the Executive. The Executive has relied solely on such advisors and not on any statements or representations of LHC, LSEA or any of their respective agents.

(e) The Executive understands that the Executive shall be responsible for the Executive's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

Section 6. Representations and Warranties of LHC. In connection with the Grant, LHC hereby represents and warrants as of the date hereof that:

(a) LHC is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated, with full power to carry on its business as it is now and has since its organization been conducted, and to own, lease or operate its assets.

(b) LHC has all necessary power and authority to execute, deliver and perform its obligations under this Agreement, and all instruments and documents contemplated hereby and to transfer the Bonus Shares to the Executive pursuant to this Agreement, and this Agreement constitutes a valid and binding obligation on LHC.

(c) LHC is the sole beneficial owner of the Bonus Shares and that the Bonus Shares are free and clear of any liens, pledges, security interests, claims, equitable interests or encumbrances (other than restrictions on transfer under applicable state and federal laws).

Section 7. Tax Liability and Withholding. The Executive acknowledges and agrees that the fair market value of the Bonus Shares, as determined on the date of Closing, will be treated as ordinary income by the Executive and will be subject to withholding by LHC. The Executive shall be required to timely pay to LHC the amount of any required withholding taxes in respect of the Bonus Shares and to take all such other action as LHC deems necessary to satisfy all obligations for the payment of such withholding tax. Notwithstanding any action LHC takes with respect to any and all income tax, social security tax, medicare tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related items is and remains the Executive's responsibility. LHC makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the Grant, vesting or settlement of the Bonus Shares or the subsequent Transfer of the Shares; and does not commit to structure the Bonus Award to reduce or eliminate the Executive's liability for Tax-Related Items.

Section 8. Compliance with Laws and Regulations. The grant of the Bonus Shares will be subject to and conditioned upon compliance by the Company and the Executive with all applicable state and federal laws and regulations and with all applicable requirements of the stock exchange on which the Bonus Shares may be listed or quoted at the time of such transfer. The Executive agrees and acknowledges that she will only hold, own, distribute, or otherwise dispose of the Bonus Shares in a manner which is not in violation of the Securities Act, and the rules and regulations promulgated thereunder, any applicable state securities laws, rules and regulations, any applicable requirements of the stock exchange on which the Bonus Shares may be listed, or any applicable requirements or policies of LSEA then in effect.

Section 9. Governing Law and Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. To the extent permitted by law, each of the Parties hereto hereby irrevocably submits to the exclusive jurisdiction of any state court or U.S. federal court, in either case sitting in the State of California, over any claim brought by any party arising out of or relating to this Agreement, and each of the Parties hereto hereby irrevocably agrees that all claims with respect to any such suit, action or other proceeding shall be heard and determined in such court.

Section 10. Further Actions. LHC and the Executive each agree to execute such further instruments and to take such further action as requested by any Company to carry out the intent of this Agreement.

Section 11. Executive's Employment. Neither the Grant of the Bonus Award nor any term or condition contained in this Agreement nor the existence of or potential for profit in the Bonus Award shall obligate LHC or any of its Affiliate or Subsidiary to employ or engage the Executive in any capacity whatsoever or prohibit or restrict LHC (or any such Affiliate or Subsidiary) from terminating the employment of the Executive at any time and for any reason whatsoever, with or without cause, and the loss of existing or potential profit in the Bonus Award shall not constitute an element of damages in the event the Executive is no longer employed or engaged by LHC or an Affiliate or a Subsidiary thereof, even if such termination is in violation of an obligation of LHC or an Affiliate or a Subsidiary of LHC to the Executive by contract or otherwise, except to the extent any such contract may expressly provide otherwise.

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If to LHC, to:

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Landsea Holdings Corporation
a Delaware corporation

By: /s/ Qin Zhou
Name: Qin Zhou
Title: Executive Vice President

Executive

Signature: /s/ Yitu Wang
Name: Yitu Wang