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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 12)*

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)

September 24, 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 9,035,151 (1) (see Items 4 and 5)
	9	Sole Dispositive Power - 0 -
	10	Shared Dispositive Power 9,035,151 (1)(A) (see Items 4 and 5)
11	Aggregate Amount Beneficially Owned by Each Person 9,035,151 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) 24.90% (2)	
14	Type of Reporting Person CO; HC	

- (1) Consists of 9,035,151 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, (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, (iv) 150,000 shares of Common Stock by Landsea Holdings to Chao Liu on June 20, 2024 pursuant to that certain Stock Purchase Agreement dated June 17, 2024 between Landsea Holdings and Chao Liu (the “Liu SPA”), (v) 150,000 shares of Common Stock by Landsea Holdings to Xiao Ning Liu on June 20, 2024 pursuant to that certain Stock Purchase Agreement dated June 17, 2024 between Landsea Holdings and Xiao Ning Liu (the “Xiao Ning SPA”), (vi) 150,000 shares of Common Stock by Landsea Holdings to Wan Kian Chong on June 20, 2024 pursuant to that certain Stock Purchase Agreement dated June 17, 2024 between Landsea Holdings and Wan Kian Chong (the “Chong SPA,” collectively with the Liu SPA and the Xiao Ning SPA, the “SPAs”), and (vii) 3,225,578 shares of Common Stock owned by Landsea Holdings to East West Bank pursuant to the Commercial Pledge Agreement dated June 29, 2023 between East West Bank and Landsea Holdings, and the Agreement Regarding Consensual Resolution of Credit Facility dated September 22, 2024 between East West Bank and Landsea Holdings.
- (2) The percentage ownership is based upon 36,282,883 shares of Common Stock issued and outstanding as of September 20, 2024.

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 9,035,151 (1) (see Items 4 and 5)
	9	Sole Dispositive Power - 0 -
	10	Shared Dispositive Power 9,035,151 (1)(A) (see Items 4 and 5)
11	Aggregate Amount Beneficially Owned by Each Person 9,035,151 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) 24.90% (2)	
14	Type of Reporting Person CO; HC	

- (1) Consists of 9,035,151 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 2,8,000 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, (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, (l) the transfer of 450,000 shares of Common Stock on June 20, 2024 pursuant to the SPAs, and (m) the transfer of 3,225,578 shares of Common Stock held by Landsea Holdings to East West Bank pursuant to the Commercial Pledge Agreement dated June 29, 2023 between East West Bank and Landsea Holdings, and the Agreement Regarding Consensual Resolution of Credit Facility dated September 22, 2024 between East West Bank and Landsea Holdings.

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 36,282,883 shares of Common Stock issued and outstanding as of September 20, 2024.

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 9,065,151 (1) (see Items 4 and 5)
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 9,065,151 (1)(A) and (1)(C) (see Items 4 and 5)
11	Aggregate Amount Beneficially Owned by Each Person 9,065,151 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) 24.98% (2)
14	Type of Reporting Person IN; HC

- (1) Consists of (A) 9,035,151 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, (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, (l) the transfer of 450,000 shares of Common Stock by Landsea Holdings on June 20, 2024 pursuant to the SPAs, and (m) the transfer of 3,225,578 shares of Common Stock held by Landsea Holdings to East West Bank pursuant to the Commercial Pledge Agreement dated June 29, 2023 between East West Bank and Landsea Holdings, and the Agreement Regarding Consensual Resolution of Credit Facility dated September 22, 2024 between East West Bank and Landsea Holdings; and (B) 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 9,035,151 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 36,282,883 shares of Common Stock issued and outstanding as of September 20, 2024.

Statement on Schedule 13D

Explanatory Note

This Amendment No. 11 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, Amendment No. 8 filed on May 14, 2024, Amendment No. 9 filed on June 5, 2024, Amendment No. 10 filed on June 24, 2024, and Amendment No. 11 filed on September 24, 2024. This Amendment No. 12 reports that on September 24, 2024, Landsea Holdings ceased to share the voting power with the record owners of an aggregate of 4,230,000 shares of Common Stock, 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. 12.

Item 5. – Interest in Securities of the Issuer

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

(a) – (b) As of September 24, 2024, after the termination of the voting arrangements with the record owners of an aggregate of 4,230,000 shares of Common Stock (discussed below in Item 6 below), Landsea Holdings beneficially owned 9,035,151 shares of Common Stock of the Issuer, all of which were held of record by Landsea Holdings. 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.

(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:

Amendment to Voting and Stockholder Agreement

Landsea Holdings entered into that certain Voting and Stockholder Agreement (the “Stockholder Agreement”) dated May 10, 2024 with 1103849 B.C. LTD., as lender (the “Lender”) and Ever Fast Holdings Limited, a subsidiary and designee of the Lender (“Ever Fast,” together with the Lender the “Lender Parties”), pursuant to which Landsea Holdings was deemed to share voting power with the Lender Parties of 4,100,000 shares of Common Stock held of record by Ever Fast. On September 24, 2024 Landsea Holdings and the Lender Parties entered into that certain Amendment to Voting and Stockholder Agreement, pursuant to which Landsea Holdings ceased to share the voting power of the 4,100,000 shares of Common Stock held of record by Ever Fast effective as of September 24, 2024. Such Amendment to Voting and Stockholder Agreement is attached hereto as Exhibit 17 and incorporated into this Item 6 by reference.

Amendment to Stock Bonus Award Agreements

Landsea Holdings granted 80,000 shares of Common Stock to Qin Zhou as bonus pursuant to that certain Stock Bonus Award Agreement between Landsea Holdings and Qin Zhou (the “Zhou Agreement”) on June 3, 2024 and 50,000 shares of Common Stock to Yitu Wang as bonus pursuant to that certain Stock Bonus Award Agreement between Landsea Holdings and Yitu Wang (the “Wang Agreement,” together with the Zhou Stock Bonus Agreement the “Stock Bonus Award Agreements”) on June 3, 2024. Pursuant to the Stock Bonus Award Agreements, Landsea Holdings was deemed to share the voting

power of the 80,000 shares of Common Stock held by Qin Zhou and 50,000 shares of Common Stock held by Yitu Wang. On September 24, 2024, Landsea Holdings entered into an Amendment to Stock Bonus Award Agreement with each of Qin Zhou and Yitu Wang, pursuant to which Landsea Holdings ceased to share the voting power of the 80,000 shares of Common Stock owned by Qin Zhou and the 50,000 shares of Common Stock owned by Yitu Wang, effective as of September 24, 2024. The Amendment to Stock Bonus Award Agreement between Landsea Holdings and Qin Zhou is attached hereto as Exhibit 18, and the Amendment to Stock Bonus Award Agreement between Landsea Holdings and Yitu Wang attached hereto as Exhibit 19, each 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 17. Amendment to Voting and Stockholder Agreement dated September 24, 2024 between Landsea Holdings Corporation, 1103849 B.C. LTD. and Ever Fast Holdings Limited.

Exhibit 18. Amendment to Stock Bonus Award Agreement dated September 24, 2024 between Landsea Holdings Corporation and Qin Zhou.

Exhibit 19. Amendment to Stock Bonus Award Agreement dated September 24, 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: September 25, 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

AMENDMENT TO VOTING AND STOCKHOLDER AGREEMENT

This AMENDMENT TO VOTING AND STOCKHOLDER AGREEMENT (this "Amendment") is entered into as of September 24, 2024 (the "Effective Date") by and between Landsea Holdings Corporation, a Delaware corporation ("LHC"), 1103849 B.C. LTD., a British Columbia corporation ("Lender"), and Ever Fast Holdings Limited, a BVI company and wholly-owned subsidiary of Lender ("Ever Fast", and together with Lender, "Lender Parties").

RECITALS

WHEREAS, Lender Parties and LHC are parties to that certain Voting and Shareholder Agreement dated May 10, 2024 (the "Stockholder Agreement");

WHEREAS, LHC and Lender Parties wish to amend the Stockholder Agreement as set forth in this Amendment;

NOW, THEREFORE, intending to be bound hereby and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms not defined herein shall have the same meanings as given such terms in the Stockholder Agreement.

2. Amendment to Stockholder Agreement. Article 1 of the Stockholder Agreement on "Voting of Lender LSEA Stock" is hereby deleted in its entirety.

3. Effectiveness. This Amendment shall become effective upon the Effective Date of this Amendment.

4. No Other Changes.

(a) Except as specifically amended above or referenced herein, the Stockholder Agreement shall remain in full force and effect in accordance with its original terms, as amended by this Amendment, and are hereby ratified and confirmed.

(b) Upon the effectiveness of this Amendment, each reference in the Stockholder Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Stockholder Agreement shall mean and be a reference to the Stockholder Agreement as amended by this Amendment.

5. No Novation. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and, except as otherwise expressly stated herein, the Stockholder Agreement shall remain in full force and effect, and the terms and conditions thereof shall apply to this Amendment.

6. Counterparts and Facsimile. For the convenience of the parties hereto, this Amendment 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 Amendment 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.

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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the parties hereto as of the date first herein above written.

Landsea Holdings Corporation

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

1103849 B.C. LTD.

By: /s/ Huaijun Chen
Name: Huaijun Chen
Title: Director

EVER FAST HOLDINGS LIMITED

By: /s/ Huaijun Chen
Name: Huaijun Chen
Title: Director

AMENDMENT TO STOCK BONUS AWARD AGREEMENT

This AMENDMENT TO STOCK BONUS AWARD AGREEMENT (this "Amendment") is made effective as of September 24, 2024 (the "Effective Date") by and between Landsea Holdings Corporation, a Delaware corporation ("LHC"), and Qin Zhou, an individual residing in the State of California (the "Executive"), and together with LHC the "Parties" and each a "Party").

RECITALS

WHEREAS, LHC and the Executive are parties to that certain Stock Bonus Award Agreement dated June 3, 2024 (the "Stock Bonus Agreement");

WHEREAS, LHC and the Executive wish to amend the Stock Bonus Agreement as set forth in this Amendment;

NOW, THEREFORE, intending to be bound hereby and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms not defined herein shall have the same meanings as given such terms in the Stock Bonus Agreement.

2. Amendment to Stock Bonus Agreement. Section 3 of the Stock Bonus Agreement is hereby deleted in its entirety.

3. Effectiveness. This Amendment shall become effective upon the Effective Date of this Amendment.

4. No Other Changes.

(a) Except as specifically amended above or referenced herein, the Stock Bonus Agreement shall remain in full force and effect in accordance with its original terms, as amended by this Amendment, and are hereby ratified and confirmed.

(b) Upon the effectiveness of this Amendment, each reference in the Stock Bonus Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Stock Bonus Agreement shall mean and be a reference to the Stock Bonus Agreement as amended by this Amendment.

5. No Novation. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and, except as otherwise expressly stated herein, the Stock Bonus Agreement shall remain in full force and effect, and the terms and conditions thereof shall apply to this Amendment.

6. Counterparts and Facsimile. For the convenience of the Parties hereto, this Amendment 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 Amendment 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.

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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the Parties hereto as of the date first herein above written.

Landsea Holdings Corporation

By: /s/ Xinyao Murong
Name: Xinyao Murong
Title: Chief Executive Officer

Executive:

Signature: /s/ Qin Zhou
Name: Qin Zhou

AMENDMENT TO STOCK BONUS AWARD AGREEMENT

This AMENDMENT TO STOCK BONUS AWARD AGREEMENT (this “Amendment”) is made effective as of September 24, 2024 (the “Effective Date”) by and between Landsea Holdings Corporation, a Delaware corporation (“LHC”), and Yitu Wang, an individual residing in the State of California (the “Executive”, and together with LHC the “Parties” and each a “Party”).

RECITALS

WHEREAS, LHC and the Executive are parties to that certain Stock Bonus Award Agreement dated June 3, 2024 (the “Stock Bonus Agreement”);

WHEREAS, LHC and the Executive wish to amend the Stock Bonus Agreement as set forth in this Amendment;

NOW, THEREFORE, intending to be bound hereby and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms not defined herein shall have the same meanings as given such terms in the Stock Bonus Agreement.
2. **Amendment to Stock Bonus Agreement.** Section 3 of the Stock Bonus Agreement is hereby deleted in its entirety.
3. **Effectiveness.** This Amendment shall become effective upon the Effective Date of this Amendment.
4. **No Other Changes.**

(a) Except as specifically amended above or referenced herein, the Stock Bonus Agreement shall remain in full force and effect in accordance with its original terms, as amended by this Amendment, and are hereby ratified and confirmed.

(b) Upon the effectiveness of this Amendment, each reference in the Stock Bonus Agreement to “this Agreement”, “hereunder”, “herein”, “hereof” or words of like import referring to the Stock Bonus Agreement shall mean and be a reference to the Stock Bonus Agreement as amended by this Amendment.

5. **No Novation.** This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and, except as otherwise expressly stated herein, the Stock Bonus Agreement shall remain in full force and effect, and the terms and conditions thereof shall apply to this Amendment.

6. Counterparts and Facsimile. For the convenience of the Parties hereto, this Amendment 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 Amendment 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.

[The remainder of this page is intentionally blank; signature page follows]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the Parties hereto as of the date first herein above written.

Landsea Holdings Corporation

By: /s/ Xinyao Murong
Name: Xinyao Murong
Title: Chief Executive Officer

Executive:

Signature: /s/ Yitu Wang
Name: Yitu Wang