
**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): June 1, 2022

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.)

660 Newport Center Drive, Suite 300
Newport Beach, California
(Address of principal executive offices)

92660
(Zip Code)

Registrant's telephone number, including area code: (949) 345-8080

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:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on Which Registered</u>
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 June 1, 2022, Landsea Homes Corporation, a Delaware corporation (the “Company”), and Landsea Holdings Corporation, a Delaware corporation and controlling stockholder of the Company (“LHC”), entered into a share repurchase agreement pursuant to which the Company has agreed to repurchase from LHC 4,398,826 shares of Company common stock for an aggregate purchase price of approximately \$30.0 million. LHC also agreed not to sell any of its shares of the Company’s common stock for the 90-day period from the date of the repurchase agreement, subject to limited exceptions. The repurchase of the shares will be funded with cash on hand, and the transaction is expected to close on or about June 2, 2022. The Company intends to retire the shares repurchased following closing of the transaction.

The repurchase agreement and the terms of the transaction were unanimously approved by a Special Committee of the Company’s Board of Directors consisting entirely of independent directors who are not affiliated with LHC or any of its affiliates and the Audit Committee of the Company’s Board of Directors under the Company’s related party transaction policy. The Special Committee retained independent legal and financial advisors to assist it in evaluating and approving the transaction and the terms of the repurchase agreement.

LHC is 100% owned indirectly by Landsea Green Properties Co., Ltd. (“Landsea Green”). Mr. Ming (Martin) Tian, the Chairman of the Company’s Board of Directors, indirectly beneficially owns more than 55.0% of Landsea Green through his direct and indirect interests in other entities. LHC currently has the right to appoint seven members of the Company’s Board of Directors pursuant to a stockholders agreement. See Item 13, Certain Relationships and Related Transactions, and Director Independence in the Company’s Annual Report on Form 10-K for the year ended December 31, 2021 for a description of the stockholders agreement and certain other transactions between the Company and LHC and its affiliates.

The above description of the repurchase agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the repurchase agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

Exhibit No.	Description
10.1	<u>Share Repurchase Agreement, by and between Landsea Homes Corporation and Landsea Holdings Corporation, dated June 1, 2022</u>
99.1	<u>Press Release issued by Landsea Homes Corporation on June 1, 2022</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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.

LANDSEA HOMES CORPORATION

Date: June 1, 2022

By: /s/ Franco Tenerelli
Name: Franco Tenerelli
Title: EVP, Chief Legal Officer and Secretary

SHARE REPURCHASE AGREEMENT

This Share Repurchase Agreement (this “*Agreement*”) is made and entered into as of June 1, 2022, by and among Landsea Homes Corporation, a Delaware corporation (the “*Company*”), and Landsea Holdings Corporation, a Delaware corporation (“*Selling Stockholder*”).

RECITALS

WHEREAS, the Selling Stockholder currently owns shares of the Company’s Common Stock, par value \$0.0001 per share (the “*Common Stock*”);

WHEREAS, the Company and the Selling Stockholder propose to enter into a transaction (the “*Repurchase Transaction*”) whereby the Selling Stockholder shall sell to the Company and the Company shall purchase from the Selling Stockholder an aggregate of 4,398,826 shares (the “*Repurchase Shares*”) of Common Stock at a price per share of Common Stock of \$6.82 (the “*Per Share Repurchase Price*”); and

WHEREAS, this Agreement and the transactions contemplated hereby were approved by the Company’s Audit Committee of the Board of Directors (the “*Board*”) and a Special Committee of the Board comprised of independent directors who are not affiliated with the Selling Stockholder or its affiliates.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
REPURCHASE

Section 1.01 Repurchase of Shares. On the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), the Selling Stockholder shall sell, transfer and deliver to the Company, free and clear of all liens, charges or encumbrances of any nature whatsoever, and the Company shall purchase from the Selling Stockholder, all of the Selling Stockholder’s right, title and interest in and to the Repurchase Shares.

ARTICLE II
CLOSING

Section 2.01 Closing. The closing of the Repurchase Transaction (the “*Closing*”) shall take place via the electronic exchange of documents and signature pages at such time, date or place as the Selling Stockholder and the Company may agree in writing (with the date upon which such Closing occurs being referred to herein as the “*Closing Date*”).

Section 2.02 Closing Deliverables. At the Closing, the Selling Stockholder shall deliver an executed instruction letter to the Company’s transfer agent, Continental Stock Transfer & Trust Company (the “*Transfer Agent*”), along with any stock power or other documents required by the Transfer Agent, instructing the Transfer Agent to deliver the Repurchased Shares to the Company or as may otherwise be instructed by the Company, and the Company agrees to deliver to the Selling Stockholder a dollar amount equal to the product of the Per Share Repurchase Price and the number of Repurchase Shares, or \$29,999,993.32, by wire transfer of immediately available funds.

**ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANT OF THE SELLING STOCKHOLDER**

The Selling Stockholder represents and warrants to the Company as follows:

Section 3.01 Title to Repurchase Shares. The Selling Stockholder has good, valid and marketable title to the Repurchase Shares, free and clear of all liens, encumbrances, equities or adverse claims. The Selling Stockholder will have, immediately prior to the Closing, good, valid and marketable title to the Repurchase Shares, free and clear of all liens, encumbrances, equities or adverse claims.

Section 3.02 Required Consents; Authority. Except as would not impair in any material respect the ability of the Selling Stockholder to consummate its obligations hereunder, all consents, approvals, authorizations, orders and qualifications necessary for the execution, delivery and performance by the Selling Stockholder of this Agreement, and for the sale and delivery of the Repurchase Shares to be sold by the Selling Stockholder hereunder, have been obtained; and the Selling Stockholder has full right, power and authority to enter into, execute and deliver this Agreement and to sell, assign, transfer and deliver the Repurchase Shares; this Agreement has been duly authorized, executed and delivered by or on behalf of the Selling Stockholder. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Selling Stockholder, threatened against it that could impair the ability of the Selling Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 3.03 Receipt of Information.

(a) The Selling Stockholder hereby represents and acknowledges that it is a sophisticated investor and that it has such knowledge and experience in financial and business matters and in making investment decisions regarding the sale of Repurchase Shares and of making an informed investment decision. The Selling Stockholder represents and acknowledges that the Company may have material non-public information concerning the Company and its condition (financial and otherwise), results of operations, businesses, properties, plans and prospects and that such information could be material to the Selling Stockholder's decision to sell the Repurchase Shares or otherwise materially adverse to the Selling Stockholder's interests. The Selling Stockholder acknowledges and agrees that the Company shall have no obligation to disclose to it any such information and hereby waives and releases, to the fullest extent permitted by law, any and all claims and causes of action it has or may have against the Company and its respective affiliates, officers, directors, employees, agents and representatives based upon, relating to or otherwise arising out of nondisclosure of such information or the sale of the Repurchase Shares hereunder.

(b) The Selling Stockholder has received all the information it considers necessary or appropriate for deciding whether to consummate the Repurchase Transaction on the terms provided by this Agreement. The Selling Stockholder has had an opportunity to ask questions of and to receive answers from, the Company concerning the Company, the Repurchase Shares and the transactions described in this Agreement. The Selling Stockholder has had the opportunity to discuss with its legal, tax and other advisors the consequences of the transactions described in this Agreement and is not relying on the Company (or any agent or representative thereof) for any such matters. The Selling Stockholder has not received, nor is it relying on, any representations or warranties from the Company or any of its directors, officers, subsidiaries or affiliates other than as provided herein, and the Company hereby disclaims any other express or implied representations or warranties with respect to itself.

Section 3.04 Enforceability. The Selling Stockholder has duly executed and delivered this Agreement, and, assuming due execution and delivery by the Company, this Agreement constitutes the legal, valid and binding obligation of the Selling Stockholder, enforceable against the Selling Stockholder in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

Section 3.05 No Conflicts. Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby conflicts with or will result in any violation of any provision of the Selling Stockholder's organizational documents or conflicts with, or will result in any violation of or constitute a default under any term of any material agreement, mortgage, indenture, license, permit, lease, or other instrument, judgment, decree, order, law or regulation by which such Selling Stockholder is bound.

Section 3.06 Transfer Restriction. The Selling Stockholder agrees that, during the 90-day period from the date of this Agreement, the Selling Stockholder shall not, without the prior written consent of the Company, directly or indirectly, (i) offer, sell, pledge, contract to sell, sell any option contract, encumber or otherwise dispose of or transfer, nor permit to be offered, sold, pledged, contracted to sell, sold any option contract, encumbered or otherwise disposed of or transferred in any manner, or (ii) enter into any swap or any other agreement or transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in each case either voluntarily or by operation of law, any of the shares of Common Stock beneficially owned by the Selling Stockholder as of the date of this Agreement (the "*Restricted Shares*") or any of the economic or other rights associated therewith or otherwise enter into any transaction or agreement with respect to the Restricted Shares that would be reportable with the Securities and Exchange Commission under Section 13(d) or Section 16(a) of the Securities Exchange Act of 1934, as amended, or the rules and regulations of the Securities and Exchange Commission promulgated thereunder; provided that the provisions of this Section 3.06 shall not apply to (i) the sale of the Repurchase Shares to the Company pursuant to this Agreement or any other transaction between the Selling Stockholder and the Company or any other affiliate of the Selling Stockholder, (ii) the disposition of 4,838,710 Restricted Shares previously pledged pursuant to that certain Pledge and Security Agreement, dated as of May 12, 2022, or the disposition of any other Restricted Shares pledged in compliance with the Company's insider trading policy, (iii) the disposition of 4,838,710 Restricted Shares pursuant to that certain Stock Purchase Agreement dated May 31, 2022 or (iv) the disposition or transfer of Restricted Shares in response to a tender or exchange offer for the Common Stock (other than a tender or exchange offer by the Selling Stockholder or one or more of its affiliates) or as part of a merger, consolidation or other transaction in which, in each case, all or substantially all of the outstanding shares of Common Stock of the Company are converted into or exchanged for other consideration as approved by the Company's Board of Directors.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to the Selling Stockholder as follows:

Section 4.01 Authority Relative to this Agreement. The Company has full corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized, executed and delivered by the Company.

Section 4.02 Approvals. Except as would not impair in any material respect the ability of the Company to consummate its obligations hereunder, all consents, approvals, authorizations, orders and qualifications necessary for the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated by this Agreement have been obtained. There is no suit, action, investigation or proceeding pending or, to the knowledge of the Company, threatened against it that could impair the ability of the Company to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 4.03 Enforceability. The Company has duly executed and delivered this Agreement, and, assuming due execution and delivery by the Selling Stockholder, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

Section 4.04 No Conflicts. Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby conflicts with or will result in any violation of any provision of the Company's organizational documents or conflicts with, or will result in any violation of or constitute a default under any term of any material agreement, mortgage, indenture, license, permit, lease, or other instrument, judgment, decree, order, law or regulation by which the Company is bound.

**ARTICLE V
MISCELLANEOUS**

Section 5.01 Termination. This Agreement may be terminated at any time by the mutual written consent of each of the parties hereto.

Section 5.02 Savings Clause. No provision of this Agreement shall be construed to require any party or its affiliates to take any action that would violate any applicable law (whether statutory or common), rule or regulation.

Section 5.03 Amendment and Waiver. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Any party may waive in whole or in part any benefit or right provided to it under this Agreement, such waiver being effective only if set forth in a writing executed by such party. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

Section 5.04 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

Section 5.05 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement, together with the agreements and other documents and instruments referred to herein or therein or annexed hereto and executed contemporaneously herewith, embody the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

Section 5.06 Successors and Assigns. Neither this Agreement nor any of the rights or obligations of any party under this Agreement shall be assigned, in whole or in part by any party without the prior written consent of the other parties.

Section 5.07 No Third-Party Beneficiaries. No person other than the parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to, or will, confer on any person other than the parties hereto any rights, benefits or remedies.

Section 5.08 No Broker or Withholding Tax. Except as previously disclosed to each other party in writing, no party has engaged any third party as broker or finder or incurred or become obligated to pay any broker's commission or finder's fee in connection with the Repurchase Transaction. No payment made by the Company to the Selling Stockholder is subject to any tax withholding under the U.S. federal income tax laws.

Section 5.09 Counterparts. This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 5.10 Notices. All notices and other communications to any party hereunder shall be in writing (including facsimile transmission and e-mail transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

If to the Company:

Landsea Homes Corporation
660 Newport Center Drive, Suite 300
Newport Beach, CA 92660
Attn: Franco Tenerelli
Email: ftenerelli@landseahomes.com

with a copy to:

Gibson, Dunn & Crutcher LLP
3161 Michelson Drive
Irvine, CA 92612
Attn: Michael Flynn; Peter Wardle
Email: mflynn@gibsondunn.com; pwardle@gibsondunn.com

If to the Selling Stockholder:

Landsea Holdings Corporation
530 Lytton Ave, Suite 304
Palo Alto, CA 94301
Attn: Joanna Zhou
Email: zhouqin@landsea.cn

with a copy to:

Squire Patton Boggs LLP
555 South Flower Street, 31st Floor
Los Angeles, CA 90071
Attn: James Hsu; Aaron A. Seamon
Email: james.hsu@squirepb.com; aaron.seamon@squirepb.com

Section 5.11 Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed in such state.

Section 5.12 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article and Section references are to this Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." "Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in New York, New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

LANDSEA HOMES CORPORATION

By: /s/ John Ho
Name: John Ho
Title: CEO

LANDSEA HOLDINGS CORPORATION

By: /s/ Qin Zhou
Name: Qin Zhou
Title: CEO

Signature Page to Share Repurchase Agreement



LANDSEA HOMES AGREES TO REPURCHASE \$30 MILLION IN COMMON STOCK FROM ITS CONTROLLING STOCKHOLDER

Newport Beach, CA (June 1, 2022)—Landsea Homes Corporation (Nasdaq: LSEA) (“Landsea Homes” or the “Company”), a publicly traded residential homebuilder, announced today that it has entered into an agreement to repurchase approximately \$30 million in shares of its common stock owned by Landsea Holdings Corporation (“LHC”), the Company’s controlling stockholder, at a repurchase price of \$6.82 per share, an approximate 5% discount to the closing price of the Company’s common stock on May 31, 2022, the day before the repurchase agreement was signed. The repurchase represents a 15.9% discount to the 30-day volume-weighted average price of \$8.11.

The terms of the transaction were unanimously approved by a Special Committee of the Company’s Board of Directors consisting entirely of independent directors who are not affiliated with LHC or any of its affiliates and the Company’s Audit Committee under the Company’s related party transaction policy.

The repurchase will be funded with cash on hand and is expected to close on or about June 2, 2022, after which LHC is expected to own approximately 23.6 million shares of the Company’s common stock, representing approximately 57.8% of the outstanding shares. LHC also agreed to a lock-up of its shares of the Company’s common stock for the 90-day period from the date of the repurchase agreement, subject to limited exceptions.

Advisors

B. Riley Securities is acting as financial advisor to Landsea Homes. Gibson, Dunn & Crutcher LLP is acting as legal counsel for Landsea Homes. Duff & Phelps is acting as financial advisor to the Special Committee of the Board of Directors and provided a fairness opinion on the transaction. Paul Hastings LLP is acting as legal counsel for the Special Committee of the Board of Directors of Landsea Homes. Squire Patton Boggs (US) LLP is acting as legal counsel for Landsea Holdings Corporation and Sidley Austin is acting as legal counsel for Landsea Green Properties Co. Ltd.

About Landsea Homes Corporation

Landsea Homes Corporation (Nasdaq: LSEA) is a publicly traded residential homebuilder based in Newport Beach, CA that designs and builds best-in-class homes and sustainable master-planned communities in some of the nation’s most desirable markets. The company has developed homes and communities in New York, Boston, New Jersey, Arizona, Florida, Texas and throughout California in Silicon Valley, Los Angeles, and Orange County. Landsea Homes was named the 2022 winner of the prestigious Builder of the Year award, presented by BUILDER magazine, in recognition of a historical year of transformation.

An award-winning homebuilder that builds suburban, single-family detached and attached homes, mid-and high-rise properties, and master-planned communities, Landsea Homes is known for creating inspired places that reflect modern living and provides homebuyers the opportunity to “Live in Your Element.” Our homes allow people to live where they want to live, how they want to live – in a home created especially for them.

Driven by a pioneering commitment to sustainability, Landsea Homes’ High Performance Homes are responsibly designed to take advantage of the latest innovations with home automation technology supported by Apple®. Homes include features that make life easier and provide energy savings that allow for more comfortable living at a lower cost through sustainability features that contribute to healthier living for both homeowners and the planet.

Led by a veteran team of industry professionals who boast years of worldwide experience and deep local expertise, Landsea Homes is committed to positively enhancing the lives of our homebuyers, employees, and stakeholders by creating an unparalleled lifestyle experience that is unmatched.

For more information on Landsea Homes, visit: www.landseahomes.com.

Forward-Looking Statements

Certain statements in this press release may constitute “forward-looking statements” within the meaning of the federal securities laws, including, but not limited to, our expectations for future financial performance, business strategies or expectations for our business, including as they relate to anticipated effects of the business combination with LF Capital Acquisition Corporation on January 7, 2021 (the “Business Combination”). These statements constitute projections, forecasts, and forward-looking statements, and are not guarantees of performance. Landsea Homes cautions that forward-looking statements are subject to numerous assumptions, risks and uncertainties, which change over time. Words such as “may,” “can,” “should,” “will,” “estimate,” “plan,” “project,” “forecast,” “intend,” “expect,” “anticipate,” “believe,” “seek,” “target,” “look” or similar expressions may identify forward-looking statements. Specifically, forward-looking statements may include statements relating to:

- the benefits of the Business Combination and the acquisitions of VEH and Hanover (the “Acquisitions”);
- the future financial performance of the Company;
- changes in the market for Landsea Homes’ products and services; and
- other expansion plans and opportunities.

These forward-looking statements are based on information available as of the date of this press release and our management’s current expectations, forecasts, and assumptions, and involve a number of judgments, risks and uncertainties that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements.

These risks and uncertainties include, but not are limited to, the risk factors described by Landsea Homes in its filings with the Securities and Exchange Commission ("SEC"). These risk factors and those identified elsewhere in this press release, among others, could cause actual results to differ materially from historical performance and include, but are not limited to:

- the ability to recognize the anticipated benefits of the Acquisitions, which may be affected by, among other things, competition, the ability to integrate the combined businesses and the acquired business, and the ability of the combined business and the acquired business to grow and manage growth profitably;
- costs related continuing as a public company;
- the ability to maintain the listing of Landsea Homes' securities on Nasdaq;
- the outcome of any legal proceedings that may be instituted against the Company;
- changes in applicable laws or regulations;
- the inability to launch new Landsea Homes products or services or to profitably expand into new markets;
- the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors;
- risks and uncertainties relating to the material weaknesses in our internal controls over financial reporting;
- the possibility that additional information may arise that would require us to make further adjustments or revisions to our historical financial statements, report additional material weaknesses or delay the filing of our current financial statements; and
- other risks and uncertainties indicated in Landsea Homes' SEC reports or documents filed or to be filed with the SEC by Landsea Homes.

Accordingly, forward-looking statements should not be relied upon as representing our views as of any subsequent date, and you should not place undue reliance on these forward-looking statements in deciding whether to invest in our securities. We do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

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Investor Relations Contact:

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