

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 26, 2024

LANDSEA HOMES CORPORATION

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-38545  
(Commission  
File Number)

82-2196021  
(IRS Employer  
Identification No.)

1717 E. McKinney Street, Suite 1000  
Dallas, Texas  
(Address of principal executive offices)

75202  
(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:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.0001 per share	LSEA	The Nasdaq Capital Market
Warrants exercisable for Common Stock	LSEAW	The Nasdaq Capital Market

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

Emerging Growth Company

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

Item 1.01 Entry into a Material Definitive Agreement

On June 26, 2024, Landsea Homes Corporation, a Delaware corporation (the "Company"), entered into that certain Joinder, Commitment Increase, and Reallocation Agreement (the "Joinder Agreement") with Truist Bank ("New Lender"), and Bank of America, N.A. as administrative agent for the lenders (the "Administrative Agent"). Reference is made to the Amended and Restated Credit Agreement, dated as of April 19, 2024, by and among the Company, each of the other lenders defined thereto, Administrative Agent and the other parties thereto (the "Credit Agreement"). Pursuant to the Joinder Agreement, the parties thereto agreed to, among other things, add New Lender to the Credit Agreement and increase the aggregate commitments available to the Company under the Credit Agreement from \$355,000,000 to \$455,000,000.

The foregoing description of the Joinder Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to the Joinder Agreement, a copy of which is filed herewith as Exhibit 10.1, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	<a href="#">Joinder, Commitment Increase, and Reallocation Agreement, dated June 26, 2024, by and among Truist Bank, Bank of America, N.A., as administrative agent for the lenders and Landsea Homes Corporation.</a>
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: July 1, 2024

By: /s/ C. Kelly Rentzel  
Name: C. Kelly Rentzel  
Title: General Counsel

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**JOINDER, COMMITMENT INCREASE, AND REALLOCATION AGREEMENT**

THIS JOINDER, COMMITMENT INCREASE, AND REALLOCATION AGREEMENT (this “*Agreement*”) is made this 26<sup>th</sup> day of June, 2024, by and among Truist Bank (“*New Lender*”), Bank of America, N.A., as administrative agent for the lenders (in such capacity, “*Administrative Agent*”), and Landsea Homes Corporation, a Delaware corporation (“*Borrower*”). Reference is made to the Amended and Restated Credit Agreement, dated as of April 19, 2024, by and among Borrower, each of the Lenders defined therein (collectively, together with New Lender, “*Lenders*”), Administrative Agent and the other parties thereto (as renewed, extended, modified, and amended from time to time prior to the date hereof, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

W I T N E S S E T H

WHEREAS, pursuant to *Section 2.14* of the Credit Agreement, Borrower has requested an increase in the Aggregate Commitments; and

WHEREAS, New Lender has agreed to join the Credit Agreement as a Lender and provide a Commitment thereunder to accommodate Borrower’s request.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Lender Joinder.** Subject to the terms and conditions set forth herein:

(a) New Lender hereby (i) agrees to become a “*Lender*” under the Credit Agreement; (ii) joins in, becomes a party to, and agrees to comply with and be bound by the terms and conditions of the Credit Agreement, to the same extent as if New Lender were an original signatory thereto; and (iii) agrees to provide a Commitment to Borrower under the Credit Agreement on the date hereof in the amount set forth opposite New Lender’s name on *Schedule 2.01* attached hereto; and

(b) New Lender hereby (i) represents and warrants that it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby; and (ii) agrees that it will (A) independently and without reliance on Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (B) perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. **Commitment Schedule; Reallocations.** Subject to the terms and conditions set forth herein, upon the effectiveness of this Agreement, *Schedule 2.01* of the Credit Agreement is hereby replaced with *Schedule 2.01* attached hereto. Upon the effectiveness of this Agreement, Borrower, Administrative Agent and Lenders shall make such reallocations, sales, assignments and other relevant actions in respect of each Lender’s Loans as are necessary in order that such Lender’s Loans reflect such Lender’s Applicable Percentage of the outstanding Aggregate Commitments on the date hereof, and (unless otherwise waived by a Lender in its sole discretion) Borrower agrees to compensate each Lender for any loss, cost or expense incurred by such Lender in connection with the reallocation described above, in each case on the terms and in the manner set forth in *Section 3.05* of the Credit Agreement.

3. **Joint Lead Arranger and Co-Syndication Agent.** Upon the effectiveness of this Agreement, Truist Securities, Inc. shall be a joint lead arranger and New Lender shall be a co-syndication agent under the Credit Agreement, and all references therein to “*Arrangers*” shall, collectively and individually as the context may require, refer to Truist Securities, Inc. in its capacity as a joint lead arranger and New Lender, in its capacity as a co-syndication agent.

4. **Representations and Warranties.** Borrower hereby represents and warrants that:

(a) Borrower has the power to execute and deliver this Agreement and to perform its obligations hereunder; and Borrower has duly authorized such execution, delivery and performance.

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(b) This Agreement constitutes a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as limited by Debtor Relief Laws and the applicable of general principles of equity (regardless of whether such enforceability is considered in proceedings in equity or at law).

(c) The representations and warranties of Borrower in the representations and warranties contained in *Article VI* of the Credit Agreement and the other Loan Documents are true and correct on and as of this Agreement, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date and except that for purposes of this paragraph, the representations and warranties contained in *Section 6.02* of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to *clauses (a)* and *(b)*, respectively, of *Section 7.03* of the Credit Agreement.

(d) No Default has occurred and is continuing or would result from giving effect to this Agreement.

(e) The conditions set forth in *Section 2.14* of the Credit Agreement have been satisfied as of the date hereof.

5. **Conditions Precedent.** The effectiveness of this Agreement is subject to satisfaction of the following conditions precedent:

(a) Administrative Agent shall have received this Agreement, duly executed and delivered by New Lender, Administrative Agent, and Borrower;

(b) a Note for New Lender (to the extent requested by New Lender);

(c) Administrative Agent shall have received a certificate of each Loan Party dated as of the date hereof (in sufficient copies for each Lender) signed by a Responsible Officer of such Loan Party (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to this Agreement, and (ii) in the case of Borrower, certifying that, before and after giving effect to this Agreement, (A) the representations and warranties contained in *Article VI* of the Credit Agreement and the other Loan Documents are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this paragraph, the representations and warranties contained in *Section 6.02* of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to *clauses (a)* and *(b)*, respectively, of *Section 7.03* of the Credit Agreement, and (B) no Default exists or would result from giving effect to this Agreement;

(d) (x) upon the reasonable request of any Lender made at least fifteen (15) days prior to the date hereof, Borrower shall have provided to such Lender, and such Lender shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including the PATRIOT Act, in each case at least ten (10) days prior to the date hereof and (y) at least ten (10) days prior to the date hereof, any Loan Party that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation shall have delivered, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Loan Party;

(e) the representations and warranties set forth herein shall be true and correct;

- (f) no Default shall have occurred and be continuing or would result from giving effect to this Agreement;
- (g) payment by Borrower of all fees and other amounts due and payable on or prior to the date hereof, including, without limitation, any applicable fees set forth in any applicable Fee Letter or any other Loan Document, and reimbursement or payment of all costs and expenses required to be reimbursed or paid by Borrower hereunder, including all fees, charges and disbursements of counsel to Administrative Agent (directly to such counsel if requested by Administrative Agent); and
- (h) receipt by Administrative Agent of such other documents or instruments as Administrative Agent may reasonably require to evidence the ratification of each Loan Party's continuing Obligations.

6. **Miscellaneous.**

(a) The Loan Documents are hereby ratified and affirmed by Borrower and shall remain in full force and effect. Borrower represents and warrants to Administrative Agent that the conditions set forth in *Section 2.14* of the Credit Agreement have been satisfied as of the date hereof.

(b) This Agreement shall constitute one of the Loan Documents.

(c) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement, together with the Credit Agreement and the other Loan Documents, embodies the entire agreement and understanding relating to the subject matter hereof.

(d) This Agreement may be in the form of an Electronic Record (and may be delivered by e-mail or facsimile) and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same letter agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Bank of America, N.A. of a manually signed paper Communication which has been converted into electronic form (such as scanned into pdf format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first stated above.

**NEW LENDER:**

**TRUIST BANK**

By: /s/ Ryan Almond  
Name: Ryan Almond  
Title: Director

Signature Page to  
Joinder, Commitment Increase, and Reallocation Agreement

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Accepted and agreed as of the date first stated above:

**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A.**

By: /s/ Lisa Berishaj  
Name: Lisa Berishaj  
Title: Vice President

Signature Page to  
Joinder, Commitment Increase, and Reallocation Agreement

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Accepted and agreed as of the date first stated above:

**BORROWER:**

**LANDSEA HOMES CORPORATION**

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

To induce Administrative Agent and New Lender to enter into this Agreement, the undersigned hereby (a) consent and agree to its execution and delivery and the terms and conditions thereof, (b) agree that this document in no way releases, diminishes, impairs, reduces, or otherwise adversely affects any guaranties, assurances, or other obligations or undertakings of any of the undersigned under any Loan Documents, (c) confirms and ratifies its continuing unconditional obligations as a Guarantor under the Guaranty, as it may be amended or otherwise modified hereby, with respect to all of the Guaranteed Obligations (as defined therein), and (d) waive notice of acceptance of this Agreement, which Agreement binds each of the undersigned and their respective successors and permitted assigns and inures to the benefit of Administrative Agent, the L/C Issuers and Lenders and their respective successors and permitted assigns.

**GUARANTORS:**

**LANDSEA HOMES US CORPORATION**, a Delaware corporation

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

Address for Notices:

1717 McKinney Ave., Suite 1000  
Dallas, Texas 75202  
Attn: Kelly Rentzel

**GUARANTORS CONTINUED:**

**LANDSEA HOMES- WAB 2 LLC**, a Delaware limited liability company  
**GARRETT WALKER HOMES, LLC**, an Arizona limited liability company  
**AV1, LLC**, an Arizona limited liability company  
**GWH NCC, LLC**, an Arizona limited liability company  
**GWH MOUNTAIN VIEWS, LLC**, an Arizona limited liability company  
**BETHANY RANCH, LLC**, an Arizona limited liability company  
**GWH GRAND VILLAGE, LLC**, an Arizona limited liability company  
**GWH NCC-71, LLC**, an Arizona limited liability company  
**GWH PARK FOREST, LLC**, an Arizona limited liability company  
**GWH WEST POINTE ESTATES, LLC**, an Arizona limited liability company  
**GWH WEST POINTE VILLAGE, LLC**, an Arizona limited liability company  
**GWH TRENTON PARK, LLC**, an Arizona limited liability company  
**GWH SUNDANCE, LLC**, an Arizona limited liability company  
**GWH NORTHERN FARMS, LLC**, an Arizona limited liability company  
**GWH NCC 13 & 14, LLC**, an Arizona limited liability company  
**ACOMA COURT, LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES M72 LLC**, an Arizona limited liability company  
**GWH SUNSET FARMS, LLC**, an Arizona limited liability company  
**GWH NCC 9 & 11, LLC**, an Arizona limited liability company  
**GWH SUNRISE, LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES CENTERRA LLC**, an Arizona limited liability company  
**THOMPSON ROAD, LLC**, a Florida limited liability company  
**HFB MARION RIDGE, LLC**, a Florida limited liability company  
**HFB TRINITY PLACE, LLC**, a Florida limited liability company  
**HANOVER SUNRISE RIDGE, LLC**, a Florida limited liability company

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

Address for Notices:

1717 McKinney Ave., Suite 1000  
Dallas, Texas 75202  
Attn: Kelly Rentzel

**GUARANTORS CONTINUED:**

**PINNACLE WEST HOMES DESTINY LLC**, an Arizona limited liability company

LS-VERRADO VICTORY DUPLEX LLC, a Delaware limited liability company  
LS-EASTMARK V LLC, a Delaware limited liability company  
LS-VEH COUNTRY CLUB LAKES LLC, a Delaware limited liability company  
LS-VEH EAGLE CREST LLC, a Florida limited liability company  
LS-VEH GEORGIANA RESERVE LLC, a Delaware limited liability company  
LS-VEH ST. JOHN'S LLC, a Delaware limited liability company  
LS-VEH HALIFAX ESTATE LLC, a Delaware limited liability company  
LS-VEH HALIFAX BULOW LLC, a Delaware limited liability company  
LS-VEH LAKE HELEN LLC, a Delaware limited liability company  
LS-VEH REDTAIL LLC, a Delaware limited liability company  
LS-VEH LLC, a Delaware limited liability company  
LS-VEH 2 LLC, a Delaware limited liability company  
LS-VEH TX LLC, a Delaware limited liability company  
LS-VEH TX 2 LLC, a Delaware limited liability company  
LS-VEH JUNCTION LLC, a Delaware limited liability company  
LS-FL COURTYARDS AT WATERSTONE LLC, a Delaware limited liability company  
LANDSEA HOMES- WAB LLC, a Delaware limited liability company  
LS MANAGER VALE LLC, a Delaware limited liability company  
LS-SUNNYVALE LLC, a California limited liability company  
THE VALE PA-1 OWNER, LLC, a Delaware limited liability company  
THE VALE PA-2 OWNER, LLC, a Delaware limited liability company  
THE VALE PA-3 OWNER, LLC, a Delaware limited liability company  
HFB STOREY CREEK, LLC, a Delaware limited liability company  
LS-SAN TAN GATEWAY LLC, a Delaware limited liability company  
LANDSEA INSURANCE AGENCY LLC, a Delaware limited liability company

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

Address for Notices:

1717 McKinney Ave., Suite 1000  
Dallas, Texas 75202  
Attn: Kelly Rentzel

Signature Page to  
Joinder, Commitment Increase, and Reallocation Agreement

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**GUARANTORS CONTINUED:**

LS-MILPITAS LLC, a Delaware limited liability company  
LS-LIDO LLC, a Delaware limited liability company  
LS-NEWARK LLC, a Delaware limited liability company  
LS-CHANDLER LLC, a Delaware limited liability company  
LS-CHATSWORTH LLC, a Delaware limited liability company  
LS-ONTARIO II LLC, a Delaware limited liability company  
LS-ONTARIO LLC, a Delaware limited liability company  
PINNACLE WEST HOMES E92 LLC, an Arizona limited liability company  
LS-EASTMARK LLC, a Delaware limited liability company  
LS-TRACY LLC, a Delaware limited liability company  
LS-GOODYEAR LLC, a Delaware limited liability company  
LS-ANAHEIM LLC, a Delaware limited liability company  
LS-925 WOLFE LLC, a Delaware limited liability company  
LS-BENTRIDGE LLC, a Delaware limited liability company  
LS-51 PEORIA LLC, a Delaware limited liability company  
MERCEDES PREMIER HOMES, LLC, a Florida limited liability company  
MERCEDES PREMIER HOMES JACKSONVILLE LLC, a Florida limited liability company  
MERCEDES PREMIER HOMES MELBOURNE LLC, a Florida limited liability company  
VINTAGE ESTATE HOMES LLC, a Florida limited liability company  
VINTAGE ESTATE HOMES OF TEXAS LLC, a Florida limited liability company  
MERCEDES PREMIER REALTY, LLC, a Florida limited liability company  
COUNTRY CLUB LAKES DEVELOPERS, LLC, a Florida limited liability company  
HERITAGE POINT COMMUNITY DEVELOPERS LLC, a Florida limited liability company  
THOUSAND OAKS DEVELOPMENT, LLC, a Florida limited liability company  
GEORGIANA COMMUNITY DEVELOPERS, LLC, a Florida limited liability company

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

Address for Notices:

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Dallas, Texas 75202  
Attn: Kelly Rentzel

**GUARANTORS CONTINUED:**

**THE JUNCTION COMMUNITY DEVELOPERS, LLC**, a Florida limited liability company  
**LANDSEA URBAN LLC**, a Delaware limited liability company  
**LANDSEA CONSTRUCTION INC.**, a Delaware corporation  
**LANDSEA CONSTRUCTION LLC**, a California limited liability company  
**LANDSEA CONSTRUCTION ARIZONA INC.**, a Delaware corporation  
**LANDSEA REAL ESTATE INC.**, a California corporation  
**LANDSEA REAL ESTATE, NEW JERSEY, L.L.C.**, a Delaware limited liability company  
**LANDSEA REAL ESTATE CALIFORNIA, INC.**, a California corporation  
**LANDSEA REAL ESTATE ARIZONA INC.**, a Delaware corporation  
**VE HOMES, LLC**, a Florida limited liability company  
**HFB SKY VENTURES, LLC**, a Florida limited liability company  
**HFB FIRST PLACE, LLC**, a Florida limited liability company  
**HFB SUNRISE, LLC**, a Florida limited liability company  
**HFB GREENFIELD, LLC**, a Florida limited liability company  
**HFB HORSE CREEK, LLC**, a Florida limited liability company  
**HFB TRINITY LAKES, LLC**, a Florida limited liability company  
**HFB WILLIAMS PRESERVE, LLC**, a Florida limited liability company  
**HFB LAKES, LLC**, a Florida limited liability company  
**HFB WIREGRASS PARTNER, LLC**, a Florida limited liability company  
**PSH PARTNERSHIP, LLC**, a Florida limited liability company  
**WILLIAMS PRESERVE PHASE III, LLC**, a Florida limited liability company  
**HFB BERESFORD WOODS, LLC**, a Florida limited liability company  
**HFB KENTUCKY SQUARE, LLC**, a Florida limited liability company  
**HFB HAMMOCK RESERVE, LLC**, a Florida limited liability company  
**LANDSEA HOMES OF COLORADO LLC**, a Delaware limited liability company

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

Address for Notices:

1717 McKinney Ave., Suite 1000  
Dallas, Texas 75202  
Attn: Kelly Rentzel

**GUARANTORS CONTINUED:**

**LANDSEA HOMES OF CALIFORNIA LLC**, a Delaware limited liability company  
**LS-SANTA CLARA LLC**, a Delaware limited liability company  
**LS-DANVILLE LLC**, a Delaware limited liability company  
**LS-WALNUT CREEK LLC**, a California limited liability company  
**LS-SF JORDAN RANCH LLC**, a California limited liability company  
**LS-NOVATO LLC**, a Delaware limited liability company  
**LS-WILDER LLC**, a Delaware limited liability company  
**LS-ALAMEDA MARINA LLC**, a Delaware limited liability company  
**LS-SAN JUAN LLC**, a Delaware limited liability company  
**LS-PLACENTIA LLC**, a Delaware limited liability company  
**LS-FONTANA LLC**, a Delaware limited liability company  
**LS-LA SIMI MEZZ LLC**, a Delaware limited liability company  
**LS-LA SIMI LLC**, a California limited liability company  
**LS-OC PORTOLA LLC**, a California limited liability company  
**PORTOLA PA-1 MEZZ OWNER LLC**, a Delaware limited liability company  
**PORTOLA PA-1 OWNER, LLC**, a Delaware limited liability company  
**PORTOLA PA-3 MEZZ OWNER LLC**, a Delaware limited liability company  
**PORTOLA PA-3 OWNER, LLC**, a Delaware limited liability company  
**PORTOLA PA-4 MEZZ OWNER LLC**, a Delaware limited liability company  
**PORTOLA PA-4 OWNER, LLC**, a Delaware limited liability company  
**PORTOLA PA-5 MEZZ OWNER LLC**, a Delaware limited liability company  
**PORTOLA PA-5 OWNER, LLC**, a Delaware limited liability company  
**PORTOLA PA-5B MEZZ OWNER LLC**, a Delaware limited liability company  
**PORTOLA PA-5B OWNER, LLC**, a Delaware limited liability company  
**LS-14 AVE MEMBER LLC**, a Delaware limited liability company  
**LS-14 AVE JV LLC**, a Delaware limited liability company

**LS-14 AVE MEZZ LLC**, a Delaware limited liability company  
**LS-14 AVE LLC**, a Delaware limited liability company  
**LANDSEA TITLE LLC**, a Delaware limited liability company

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

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Attn: Kelly Rentzel

Signature Page to  
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**GUARANTORS CONTINUED:**

**LANDSEA HOMES OF TEXAS LLC**, a Delaware limited liability company  
**LANDSEA HOMES OF FLORIDA LLC**, a Delaware limited liability company  
**LANDSEA HOMES OF ARIZONA LLC**, a Delaware limited liability company  
**LS-NORTH PHOENIX LLC**, a Delaware limited liability company  
**LS-QUEEN CREEK LLC**, a Delaware limited liability company  
**LS-QUEEN CREEK II LLC**, a Delaware limited liability company  
**LS-VERRADO MARKETSIDE LLC**, a Delaware limited liability company  
**LS-CITRUS PARK LLC**, a Delaware limited liability company  
**GWH HOLDINGS, LLC**, an Arizona limited liability company  
**JJAZ CONSTRUCTION, LLC**, an Arizona limited liability company  
**GW SALES, LLC**, an Arizona limited liability company  
**54 WINDSOR, LLC**, an Arizona limited liability company  
**ALICE PARK, LLC**, an Arizona limited liability company  
**SUMMERS PLACE AT BASELINE, LLC**, an Arizona limited liability company  
**THE GROVE AT BASELINE, LLC**, an Arizona limited liability company  
**THE RIDGE, LLC**, an Arizona limited liability company  
**TOWNLEY PARK, LLC**, an Arizona limited liability company  
**SFGW, LLC**, an Arizona limited liability company  
**OLIVE PARK, LLC**, an Arizona limited liability company  
**PARADISE 21, LLC**, an Arizona limited liability company  
**SGCR, LLC**, an Arizona limited liability company  
**SMGWH, LLC**, an Arizona limited liability company  
**CDR11, LLC**, an Arizona limited liability company  
**GRAND MANOR, LLC**, an Arizona limited liability company  
**GWH CANTADA, LLC**, an Arizona limited liability company  
**HEARN MANOR, LLC**, an Arizona limited liability company  
**HNM, LLC**, an Arizona limited liability company  
**LS-LCF CA, LLC**, a Delaware limited liability company  
**LANDSEA DEVELOPMENT ARIZONA LLC**, an Arizona limited liability company

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

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**GUARANTORS CONTINUED:**

**PINNACLE WEST HOMES HOLDING LLC**, a Delaware limited liability company  
**A & J COMPANIES, LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES AND DEVELOPMENT, LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES ALAMAR LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES ENCANTA LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES HIGHLANDS LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES E-69 LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES E70 LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES M71 LLC**, an Arizona limited liability company  
**PINNACLE WEST HOMES E44 LLC**, an Arizona limited liability company



PINNACLE WEST HOMES V117 LLC, an Arizona limited liability company  
 PINNACLE WEST HOMES E48 LLC, an Arizona limited liability company  
 HANOVER FAMILY BUILDERS, LLC, a Florida limited liability company  
 HFB ARDMORE PHASE III, LLC, a Florida limited liability company  
 HFB CELERY AVENUE, LLC, a Florida limited liability company  
 HFB CYPRESS HAMMOCK, LLC, a Florida limited liability company  
 HFB CYPRESS OAKS, LLC, a Florida limited liability company  
 HFB ORCHID TERRACE, LLC, a Florida limited liability company  
 HFB PRESERVATION POINTE LLC, a Florida limited liability company  
 HFB RIDGEVIEW LLC, a Florida limited liability company  
 LS-ANTHEM LLC, a Delaware limited liability company  
 ANTARES ACQUISITION, LLC, a Texas limited liability company

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

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SCHEDULE 2.01A

**COMMITMENTS AND APPLICABLE PERCENTAGES**

<b>Lender</b>	<b>Commitment</b>	<b>Applicable Percentage</b>
Bank of America, N.A.	\$ 150,000,000.00	32.967032967%
U.S. Bank National Association	\$ 100,000,000.00	21.978021978%
Truist Bank	\$ 100,000,000.00	21.978021978%
East West Bank	\$ 40,000,000.00	8.791208791%
Zions Bancorporation, N.A. DBA Amegy Bank	\$ 40,000,000.00	8.791208791%
Texas Capital Bank	\$ 25,000,000.00	5.494505495%
<b>Total</b>	<b>\$ 455,000,000.00</b>	<b>100.000000000%</b>