

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

**FORM 10-K**

(Mark One)

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the fiscal year ended December 31, 2025**

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 1-35796



**Tri Pointe Homes, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**61-1763235**

(I.R.S. Employer Identification No.)

**940 Southwood Blvd, Suite 200**

**Incline Village, Nevada 89451**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (775) 413-1030

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 \$0.01 per share	TPH	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of the registrant's common stock held by non-affiliates of the registrant on June 30, 2025, based on the closing price of \$31.95 as reported by the New York Stock Exchange, was \$2,719,988,775.

84,479,735 shares of common stock were issued and outstanding as of February 10, 2026.

**DOCUMENTS INCORPORATED BY REFERENCE:**

Portions from the registrant's proxy statement relating to its 2026 annual meeting of stockholders are incorporated by reference into Part III, Items 10, 11, 12, 13 and 14.

**TRI POINTE HOMES, INC.**  
**ANNUAL REPORT ON FORM 10-K**  
**FOR THE YEAR ENDED DECEMBER 31, 2025**

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## CAUTIONARY NOTE CONCERNING FORWARD-LOOKING STATEMENTS

This annual report on Form 10-K contains certain statements that are “forward-looking” statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These forward-looking statements are based on our current intentions, beliefs, expectations and predictions for the future, and you should not place undue reliance on these statements. These statements use forward-looking terminology, are based on various assumptions made by us, and may not be accurate because of risks and uncertainties surrounding the assumptions that are made.

This annual report on Form 10-K also contains forward-looking statements regarding the Agreement and Plan of Merger, dated as of February 13, 2026 (the “Merger Agreement”), by and among Tri Pointe Homes, Inc. (“Tri Pointe”), Sumitomo Forestry Co., Ltd., a Japanese corporation (*kabushiki kaisha*) (“Sumitomo Forestry”), and Teton NewCo, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Sumitomo Forestry (“Merger Sub”), including statements regarding the anticipated timing, consummation, and effects of the transactions contemplated by the Merger Agreement (the “Transactions”). Pursuant to the Merger Agreement, and subject to the terms and conditions set forth therein, Merger Sub will merge with and into Tri Pointe (the “Merger”), with Tri Pointe surviving the Merger as a wholly owned subsidiary of Sumitomo Forestry.

Factors listed in this section—as well as other factors—may cause actual results to differ significantly from the forward-looking statements included in this annual report on Form 10-K. There is no guarantee that any of the events anticipated by the forward-looking statements in this annual report on Form 10-K—including the proposed Transaction with Sumitomo Forestry—will occur, or if any of the events occurs, there is no guarantee what effect, if any, it will have on our operations, financial condition, or share price.

We undertake no, and hereby disclaim any, obligation to update or revise any forward-looking statements, unless required by law. However, we reserve the right to make such updates or revisions from time to time by press release, periodic report, proxy statement, or other method of public disclosure without the need for specific reference to this annual report on Form 10-K. No update or revision shall be deemed to indicate that other statements not addressed by that update or revision remain correct or create an obligation to provide any other updates or revisions.

### Forward-Looking Statements

Forward-looking statements that are included in this annual report on Form 10-K are generally accompanied by words such as “anticipate,” “assume,” “believe,” “contemplate,” “could,” “estimate,” “expect,” “forecast,” “future,” “goal,” “intend,” “likely,” “may,” “might,” “plan,” “potential,” “predict,” “project,” “projection,” “should,” “strategy,” “target,” “will,” “would,” or other words that convey the uncertainty of future events or outcomes. These forward-looking statements may include, but are not limited to, statements regarding our strategy, projections and estimates concerning the timing and success of specific projects and our future production, land and lot sales, outcome of legal proceedings, future economic conditions, operational and financial results, including our estimates for growth, financial condition, sales prices, prospects and capital spending. Additional factors which could cause outcomes and results to differ materially from expectations include the following: (i) the risk that the Transactions may not be completed in a timely manner or at all, which may adversely affect our business and the price of our common stock; (ii) the failure to satisfy the conditions to the consummation of the Transactions, including the adoption of the Merger Agreement by our stockholders and the receipt of regulatory approvals from various governmental entities (including any conditions, limitations or restrictions placed on these approvals) and the risk that one or more governmental entities may deny approval; (iii) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement; (iv) the risk that the Merger Agreement may be terminated in circumstances that require us to pay a termination fee; (v) unanticipated difficulties or expenditures relating to the Transactions, including the response of business partners and competitors to the announcement of the Transactions or difficulties in employee retention as a result of the announcement and pendency of the Transactions; (vi) risks that the Transactions disrupt current plans and operations; (vii) risks related to diverting management’s attention from ongoing business operations; (viii) the risk of any litigation relating to the Transactions; (ix) the effects of U.S. trade policies, including the imposition of tariffs and duties on homebuilding products and retaliatory measures taken by other countries; (x) the prices and availability of supply chain inputs, including raw materials, labor and home components; (xi) the ability to obtain the necessary financing arrangements set forth in the commitment letters received in connection with the Transactions; (xii) the impact of adverse macroeconomic or labor market conditions, including the impacts of inflation and effects of geopolitical instability, on demand for the Company’s products; (xiii) risks relating to certain restrictions during the pendency of the Transactions that may impact our ability or the ability of Sumitomo Forestry to pursue certain business opportunities or strategic transactions; (xiv) risks that the benefits of the Transactions are not realized when and as expected; and (xv) other factors described under Item 1A, “Risk Factors” below, our subsequent Quarterly Reports on Form 10-Q, and in our other reports and filings with the SEC.

The material risks that may affect our business and may cause actual results to differ from these forward-looking statements include, but are not limited to, those set forth under the following “Summary of Risk Factors”.

## **Summary of Risk Factors**

### ***Risks Related to the Merger***

- Consummation of the Merger is subject to certain conditions, including approval from our stockholders, the receipt of required regulatory approvals, and the satisfaction of other closing conditions, including conditions that may not be satisfied or completed within the expected timeframe, if at all.
- Failure to consummate the Merger in a timely manner, or at all, could negatively impact our Financial Performance and the market price of our common stock.
- The Merger Agreement subjects us to certain restrictions that may impede our ability to operate our business pending the consummation of the Merger.
- Whether or not the Merger is completed, the pendency of the Merger may disrupt our business and adversely affect our Financial Performance.
- The Merger Agreement contains provisions that could discourage a third party from making a competing acquisition proposal.
- We have incurred, and will continue to incur, significant costs as a result of the Merger.
- Litigation challenging the Merger may delay or prevent its completion or result in significant costs.

### ***Risks Related to Our Business***

- Our long-term growth depends upon our ability to identify and successfully acquire desirable land parcels at reasonable prices.
- Our quarterly results of operations may fluctuate because of the seasonal nature of our business and other factors.
- Our business is cyclical and subject to risks associated with the real estate industry, and adverse changes in general economic or business conditions could reduce the demand for homes and related financial services and materially and adversely affect us.
- Because most of our homebuyers finance the purchase of their homes, the terms and availability of mortgage financing can affect the demand for and the ability to complete the purchase of a home, which could materially and adversely affect us.
- Interest rate increases or changes in federal lending programs or other regulations could lower demand for our homes, which could materially and adversely affect us.
- Raw material shortages and price fluctuations could cause delays and increase our costs.
- Tax law changes that increase the after-tax costs of owning a home could prevent potential customers from buying our homes and adversely affect our financial performance.
- We face numerous risks associated with controlling, purchasing, holding and developing land.
- Adverse weather and natural disasters may increase costs, cause project delays and reduce consumer demand for housing.
- The availability of water in California, Arizona, and other areas in which we operate, including due to drought conditions, may negatively impact the economy, increase the risk of wildfires, cause us to incur additional costs, and delay or prevent new home deliveries.
- We may be unable to find and retain suitable contractors and subcontractors at reasonable rates.
- The supply of skilled labor may be adversely affected by changes in immigration laws and policies.
- We could be responsible for employment-related liabilities with respect to our contractors’ employees.
- We may incur costs, liabilities and reputational damage if our subcontractors engage in improper construction practices or install defective materials.

- Utility shortages or price increases could have an adverse impact on operations.
- Some of our markets have been and in the future may be adversely affected by declining oil prices.
- Government regulations and legal challenges may delay the start or completion of our communities, increase our expenses or limit our building or other activities.
- Laws and regulations governing the residential mortgage, title insurance, and property and casualty insurance industries could materially and adversely affect our financial performance.
- We may be unable to obtain suitable bonding for the development of our housing projects.
- We are subject to environmental laws and regulations that may impose significant costs, delays, restrictions or liabilities.
- Changes in global or regional climate conditions and governmental response to such changes may limit, prevent or increase the costs of our planned or future growth activities.
- We may be unable to develop our communities successfully or within expected timeframes.
- Negative publicity or poor relations with our homebuyers could negatively impact our sales and reputation.
- The homebuilding industry is highly competitive, and if our competitors are more successful or offer better value to potential homebuyers, our business could decline.
- Increases in our cancellation rate could have a negative impact on our home sales revenue and homebuilding margins.
- Homebuilding is subject to products liability, home warranty and construction defect claims and other litigation in the ordinary course of business that can be significant and may not be covered by insurance.
- Our ability to promptly sell one or more properties for reasonable prices in response to changing economic, financial and investment conditions may be limited and we may be forced to hold non-income producing properties for extended periods.
- Fluctuations in real estate values may require us to write-down the book value of our real estate assets.
- The geographic concentration of our operations in certain regions subjects us to an increased risk of loss of revenue or decreases in the market value of our land and homes in those regions from factors which may affect any of those regions.
- Inflation could materially and adversely affect us by increasing the costs of land, raw materials and labor, negatively impacting housing demand, raising our costs of capital, and decreasing our purchasing power.
- Acts of war, terrorism, civil unrest or public health emergencies, including outbreaks of contagious disease, may seriously harm our business.
- We are subject to litigation and claims that could materially and adversely affect us.
- Information technology failures and data security breaches could harm our business.
- Our Tri Pointe Connect mortgage financing operations depend materially on vendors that we do not control.
- A major health and safety incident relating to our business could be costly in terms of potential liabilities and reputational damage.
- Increases in tariffs and retaliatory responses may cause increases in the prices of some of the construction materials that we use and may negatively affect the national and local economies.
- Increases in taxes or government fees could increase our costs, which could materially and adversely affect us.

***Risks Related to Our Indebtedness***

- Our use of leverage in executing our business strategy exposes us to significant risks.
- We may require significant additional capital in the future and may not be able to secure adequate funds on acceptable terms.
- Our access to capital and our ability to obtain additional financing could be affected by any downgrade of our credit ratings.

- Our current financing arrangements contain, and our future financing arrangements likely will contain, restrictive covenants relating to our operations.
- Higher interest rates on our debt may materially and adversely affect our financial performance.
- Failure to hedge effectively against interest rate changes may materially and adversely affect our financial performance.

***Risks Related to Our Organization and Structure***

- We are and will continue to be dependent on key personnel and certain members of our management team.
- Termination of the employment agreements with the members of our management team could be costly and prevent a change in control of our company.
- Certain anti-takeover defenses and applicable law may limit the ability of a third-party to acquire control of us.
- We may change our operational policies, investment guidelines and our business and growth strategies without stockholder consent, which may subject us to different and more significant risks in the future.
- If we fail to maintain an effective system of internal controls, we may not be able to accurately determine our financial results or prevent fraud. As a result, our stockholders could lose confidence in our financial results, which could materially and adversely affect us and the market price of our common stock.
- Changes in accounting rules, assumptions and/or judgments could delay the dissemination of our financial statements and cause us to restate prior period financial statements.
- Our joint venture investments could be materially and adversely affected by lack of sole decision making authority, reliance on co-venturers' financial condition and disputes between us and our co-venturers.

***Risks Related to Ownership of Our Common Stock***

- We do not intend to pay dividends on our common stock for the foreseeable future.
- Future sales of our common stock or other securities convertible into our common stock could cause the market value of our common stock to decline and could result in dilution of stockholders' shares.
- Future offerings of debt securities, which would rank senior to our common stock in the event of our bankruptcy or liquidation, and future offerings of equity securities that may be senior to our common stock for the purposes of dividend and liquidating distributions, may adversely affect the market price of our common stock.
- Non-U.S. holders may be subject to United States federal income tax on gain realized on the sale or disposition of shares of our common stock.
- There is no assurance that the existence of a stock repurchase program will result in repurchases of our common stock or enhance long-term stockholder value, and repurchases, if any, could affect our stock price and increase its volatility and will diminish our cash reserves.

**EXPLANATORY NOTES**

As used in this annual report on Form 10-K, references to "Tri Pointe", "the Company", "we", "us", or "our" in this annual report on Form 10-K (including in the consolidated financial statements and related notes thereto in this annual report on Form 10-K) refer to Tri Pointe Homes, Inc., a Delaware corporation, and its consolidated subsidiaries.

## PART I.

### **Item 1. Business**

#### **Our Company**

Tri Pointe was founded in April 2009, near the end of an unprecedented downturn in the national homebuilding industry. Since then, we have grown from a Southern California fee homebuilder into a regionally-focused national homebuilder engaged in the design, construction and sale of innovative single-family attached and detached homes in 17 markets across twelve states and the District of Columbia. In early 2024, we announced our expansions into the Orlando and Coastal Carolinas regions. As of December 31, 2025, we had not yet commenced home sales in either Orlando or the Coastal Carolinas.

For purposes of this annual report on Form 10-K, the results of our homebuilding operations are organized into the three reportable segments of which our operations consisted during the year ended December 31, 2025:

**West Region:** Arizona, California, Nevada and Washington

**Central Region:** Colorado, Texas and Utah

**East Region:** District of Columbia, Florida, Maryland, North Carolina, South Carolina and Virginia

Our growth strategy is to capitalize on high demand in selected “core” markets with favorable population and employment growth as a result of proximity to job centers or primary transportation corridors. As of December 31, 2025, our operations consisted of 156 active selling communities and 32,219 lots owned or controlled. See “Lots Owned or Controlled” below. Our construction expertise across an extensive product offering allows us flexibility to pursue a wide array of land acquisition opportunities and appeal to a broad range of potential homebuyers, including buyers of entry-level, move-up, luxury and active adult homes. As a result, we build across a variety of base sales price points, ranging from approximately \$190,000 to \$3.2 million, and home sizes, ranging from approximately 1,240 to 5,300 square feet. For the years ended December 31, 2025 and 2024, we delivered 4,947 and 6,460 homes, respectively, and the average sales price of our new homes delivered was approximately \$680,000 and \$679,000, respectively.

#### **Announcement of Acquisition by Sumitomo Forestry Co., Ltd.**

On February 13, 2026, we entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Sumitomo Forestry Co., Ltd., a Japanese corporation (*kabushiki kaisha*) (“Sumitomo Forestry”), and Teton NewCo, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Sumitomo Forestry (“Merger Sub”). Pursuant to the Merger Agreement, and subject to the terms and conditions set forth therein, Merger Sub will merge with and into Tri Pointe (the “Merger”), with Tri Pointe surviving the Merger as a wholly owned subsidiary of Sumitomo Forestry.

Under the terms of the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each issued and outstanding share of our common stock will be converted into the right to receive \$47.00 in cash, without interest (the “Merger Consideration”), except for shares that are (A)(1) held by us as treasury stock; (2) held directly by Sumitomo Forestry or Merger Sub; or (3) held by any direct or indirect wholly owned subsidiary of Sumitomo Forestry or Merger Sub, in each case, immediately prior to the Effective Time (“Owned Company Shares”), or (B) held by a holder who has not voted in favor of the adoption of the Merger Agreement, and has properly and validly demanded appraisal for such shares in accordance, and who complies in all respects, with Section 262 of the DGCL (“Dissenting Shares”). Further, at the Effective Time, each Owned Company Share will automatically be cancelled and cease to exist, and no consideration or payment will be delivered in exchange therefor or in respect thereof, and each share held by any direct or indirect wholly owned subsidiary of the Company will, if any, be converted into such number of shares of common stock of the surviving corporation with an aggregate value immediately after the consummation of the Merger equal to the Merger Consideration.

Additionally, at the Effective Time, (i) each restricted stock unit (“RSU”) granted under the Tri Pointe Homes, Inc. 2022 Long-Term Incentive Plan (“2022 Plan”) granted prior to 2026 and each RSU held by one of our non-employee directors, in each case whether vested or unvested, that is outstanding as of immediately prior to the Effective Time will be fully vested, cancelled and automatically converted into the right to receive an amount in cash (without interest and subject to deduction for any required tax withholdings) equal to the product of (A) the aggregate number of shares of common stock subject to such RSU, multiplied by (B) the Merger Consideration; (ii) each RSU that is not subject to the preceding clause (i) above that is outstanding as of immediately prior to the Effective Time will be cancelled and automatically converted into and substituted with a cash award representing the right to receive, upon each applicable vesting date for such RSU (or if earlier, upon a severance-eligible termination of employment), and subject to the same time-vesting terms and conditions that applied to such

RSU (other than vesting terms providing for accelerated vesting in connection with the Merger), as in effect immediately prior to such conversion, an amount in cash (without interest and subject to deduction for any required tax withholdings) equal to the product of (A) the aggregate number of shares of common stock subject to such RSU that would have vested on such vesting date had such RSU remained outstanding through such vesting date, multiplied by (B) the Merger Consideration; and (iii) each performance stock unit (“PSU”) granted under the 2022 Plan, whether vested or unvested, that is outstanding as of immediately prior to the Effective Time will be fully vested, cancelled, and automatically converted into the right to receive an amount in cash (without interest, and subject to deduction for any required tax withholdings) equal to the product of (A) the aggregate number of shares of common stock subject to such PSU (at maximum performance) multiplied by (B) the Merger Consideration.

At the Effective Time, all Dissenting Shares will be cancelled and cease to exist, and the holders of Dissenting Shares will only be entitled to the rights granted to them under Section 262 of the DGCL with respect to such Dissenting Shares. If the Merger is consummated, our common stock will be de-listed from The New York Stock Exchange and de-registered under the Exchange Act.

The completion of the Merger is subject to customary closing conditions, including, but not limited to, the (i) approval of the holders of a majority of the outstanding shares of common stock entitled to vote on such matters to adopt the Merger Agreement; (ii) expiration or termination of any waiting period (and extensions thereof) applicable to the Transactions under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (“HSR”), and the rules and regulations promulgated thereunder; (iii) absence of any law, order or injunction enacted or issued after the date of the Merger Agreement restraining, enjoining or otherwise prohibiting the Merger; and (iv) absence of certain events comprising a material adverse effect on the Company’s business following the date of the Merger Agreement. The obligations of Sumitomo Forestry and Merger Sub to consummate the Merger are not subject to any financing condition.

From the execution of the Merger Agreement until the earlier to occur of the termination of the Merger Agreement and the Effective Time, we will be subject to customary “no-shop” restrictions on our ability to solicit alternative acquisition proposals from third parties and to provide information to, and participate in discussions and negotiations with, third parties regarding any alternative acquisition proposals, subject to a customary “fiduciary out” provision that allows us, under certain specified circumstances, to provide information to, and participate or engage in discussions or negotiations with, third parties with respect to an acquisition proposal if our board of directors determines in good faith (after consultation with our independent financial advisor and outside legal counsel) that such alternative acquisition proposal constitutes a superior proposal or would reasonably be expected to result in a superior proposal, and the failure to take such actions would be inconsistent with our directors’ fiduciary duties pursuant to applicable law.

The Merger Agreement contains certain termination rights for us, on the one hand, and Sumitomo Forestry and Merger Sub, on the other hand. Upon termination of the Merger Agreement under specified circumstances, including (i) the Company terminating the Merger Agreement to enter into an alternative acquisition agreement providing for a superior proposal; or (ii) Sumitomo Forestry terminating the Merger Agreement due to our board of directors’ change of its recommendation that stockholders adopt the Merger Agreement and approve the Transactions contemplated thereby, including the Merger, in each case pursuant to and in accordance with the “fiduciary out” provisions of the Merger Agreement, we will be required to pay Sumitomo Forestry a termination fee of \$82,336,000. The termination fee will also be payable by us if the Merger Agreement is terminated under certain circumstances and prior to such termination (or at least two business days prior to any stockholder meeting we hold for the purpose of obtaining stockholder approval of the Transactions contemplated by the Merger Agreement, including the Merger, in the case of termination for the failure to receive the requisite stockholder approval), an acquisition proposal has been publicly announced and not publicly withdrawn or not otherwise publicly abandoned, and an acquisition proposal is consummated or we enter into a definitive agreement with respect to an acquisition proposal within one year of the termination. In addition to the foregoing termination rights, and subject to certain limitations, we or Sumitomo Forestry may terminate the Merger Agreement if the Merger is not consummated by August 13, 2026, subject to extension, absent written notice to the contrary by either Sumitomo Forestry or us, for an additional three months if necessary to obtain HSR approval or to resolve an injunction relating to other specified governmental consents.

The Company also made customary representations and warranties in the Merger Agreement and agreed to customary covenants regarding the operation of our business prior to the consummation of the Merger. The Merger Agreement also provides that we, on the one hand, or Sumitomo Forestry and Merger Sub, on the other hand, may specifically enforce the obligations under the Merger Agreement, including the obligation to consummate the Merger if the conditions set forth in the Merger Agreement are satisfied. The parties to the Merger Agreement have also agreed to use their respective reasonable best efforts and take certain actions to obtain the requisite regulatory approvals for the Transactions.

The foregoing description of the Merger Agreement and the Transactions does not purport to be complete, and is subject, and qualified in its entirety by reference, to the full text of the Merger Agreement, which has been filed herewith as Exhibit 2.1 and is incorporated by reference herein.

## **Our Competitive Strengths**

We believe the following strengths provide us with a significant competitive advantage in implementing our business strategy:

### ***Experienced and Proven Leadership***

Douglas Bauer, our Chief Executive Officer, and Thomas Mitchell, our President and Chief Operating Officer, have worked together for over 30 years and have a successful track record of managing and growing a public homebuilding company. Their combined real estate industry experience includes land acquisition, financing, entitlement, development, construction, marketing and sales of single-family detached and attached homes in communities in a variety of markets. In addition, the management teams at each of our homebuilding divisions have substantial industry knowledge and local market expertise. We believe that our management teams' prior experience, extensive relationships and strong local reputations provide us with a competitive advantage in securing projects, obtaining entitlements, building quality homes and completing projects within budget and on schedule.

### ***Focus on High Growth Core Markets***

Our business is well-positioned to continue to capitalize on the broader national housing market. We are focused on the design, construction and sale of innovative single-family detached and attached homes in major metropolitan areas in Arizona, California, Colorado, the District of Columbia, Maryland, Nevada, North Carolina, South Carolina, Texas, Virginia and Washington. Additionally, in September 2023, we announced our expansion into the greater Salt Lake City region with the launch of a new division in Utah, followed by our expansion into the Orlando and Coastal Carolinas regions in early 2024. These markets are generally characterized by high job growth and increasing populations, which typically create strong demand for new housing. We believe they represent attractive homebuilding markets with opportunities for long-term growth and that we have strong land positions strategically located within these markets. Moreover, our management teams have deep, local market knowledge of the homebuilding and development industries. We believe this experience and strong relationships with local market participants enable us to source, acquire and entitle land efficiently.

### ***Strong Operational Discipline and Controls***

Our management teams pursue a hands-on approach. Our strict operating discipline and attention to controls, including financial accountability at the project management level, is a key part of our strategy to maximize returns while minimizing risk.

### ***Acquire Attractive Land Positions While Reducing Risk***

We believe that our reputation and extensive relationships with land sellers, master plan developers, financial institutions, brokers and other builders enable us to continue to acquire well-positioned land parcels in our target markets and provide us access to a greater number of acquisition opportunities. We believe our expertise in land development and planning enables us to create desirable communities that meet or exceed our homebuyers' expectations, while operating at competitive costs.

### ***Increase Market Position in Growth Markets***

We believe that there are opportunities to expand profitably in our existing and target markets, and we continually review our selection of markets based on both aggregate demographic information and our own operating results. We use the results of these reviews to re-allocate our investments to those markets where we believe we can maximize our profitability and return on capital. While our primary growth strategy has focused on increasing our market position in our existing markets, we intend to continue, on an opportunistic basis, to explore expansion into other markets through organic growth and/or acquisition.

***Provide Superior Design and Homeowner Experience and Service***

We consider ourselves a “progressive” homebuilder driven by an exemplary homeowner experience, cutting-edge product development and exceptional execution. Our core operating philosophy is to provide a positive, memorable experience to our homeowners through active engagement in the building process, tailoring our product to homeowners’ lifestyle needs and enhancing communication, knowledge and satisfaction. We believe that each generation of home buying families has different ideas about the kind of home buying experience it wants. As a result, our selling process focuses on the home’s features, benefits, quality and design, in addition to the traditional metrics of price and square footage. In addition, we devote significant resources to the research and design of our homes to better meet the needs of our homebuyers. Through our LivingSmart® platform, we provide homes that we believe are earth-friendly, enhance homeowners’ comfort, promote a healthier lifestyle and deliver tangible operating cost savings versus less efficient resale homes. Collectively, we believe these steps enhance the selling process, lead to a more satisfied homeowner and increase the number of homebuyers referred to our communities.

***Offer a Diverse Range of Products***

We are a builder with a wide variety of product offerings that enable us to meet the specific needs of each of our core markets, which we believe provides us with a balanced portfolio and an opportunity to increase market share. We have demonstrated expertise in effectively building homes across product offerings from entry-level through luxury and active adult. We spend extensive time studying and designing our products through the use of architects, consultants and homebuyer focus groups for all levels and price points in our target markets. We believe our diversified product strategy enables us to best serve a wide range of homebuyers, adapt quickly to changing market conditions and optimize performance and returns while strategically reducing portfolio risk. Within each of our core markets we determine the profile of homebuyers we hope to address and design neighborhoods and homes with the specific needs of those homebuyers in mind.

***Focus on Efficient Cost Structure and Target Attractive Returns***

Our experienced management teams are vigilant in maintaining their focus on controlling costs. We competitively bid new projects and phases while maintaining strong relationships with our trade partners by managing production schedules closely and paying our vendors on time.

We combine decentralized management in those aspects of our business in which we believe detailed knowledge of local market conditions is critical (such as governmental processing, construction, land acquisition and land development), with centralized management in those functions in which we believe central control is required (such as approval of land acquisitions, financial, treasury, human resources and legal matters). We have also made significant investments in systems and infrastructure to operate our business efficiently and to support the planned future growth of our company as a result of executing our expansion strategy.

***Utilize Prudent Leverage***

Our ongoing financial strategy includes redeployment of cash flows from continuing operations and debt to provide us with the financial flexibility to access capital on the best terms available. In that regard, we expect to employ prudent levels of leverage to finance the acquisition and development of our lots and construction of our homes. See “Our Financing Strategy” below.

## Lots Owned or Controlled

As of December 31, 2025, we owned or controlled, pursuant to land option contracts or purchase contracts, an aggregate of 32,219 lots, comprised of 50% lots owned and 50% lots controlled. We refer to lots that are under land option contracts as “controlled.” See “Acquisition Process” below. Lots owned or controlled include our share of lots controlled from our unconsolidated land development joint ventures. Investments in joint ventures are described in Note 6, *Investments in Unconsolidated Entities*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K. The following table presents certain information with respect to our lots owned or controlled as of December 31, 2025.

	Lots Owned	Lots Controlled (1)	Lots Owned or Controlled
West	8,629	3,864	12,493
Central	5,188	8,017	13,205
East	2,137	4,384	6,521
Total	15,954	16,265	32,219

(1) Lots controlled for Central include 5,356 lots which represent our expected share of lots owned by our investments in unconsolidated land development joint ventures.

## Acquisition Process

We believe that our current inventory of lots owned or controlled will be adequate to supply our homebuilding operations for the foreseeable future. Our acquisition process generally includes the following steps to reduce development and market cycle risk:

- review of the status of entitlements and other governmental processing, including title reviews;
- limitation on the size of an acquisition to minimize investment levels in any one project;
- completion of due diligence on the land parcel prior to committing to the acquisition;
- preparation of detailed budgets for all cost categories;
- completion of environmental reviews and third-party market studies;
- utilization of options, joint ventures, land banking and other land acquisition arrangements, if necessary; and
- employment of centralized control of approval over all acquisitions through a land committee process.

Before purchasing a land parcel, we also engage outside architects and consultants to help review our proposed acquisition and design our homes and communities.

We acquire land parcels pursuant to purchase agreements that are often structured as option contracts. We utilize option contracts with land sellers and land banking arrangements as a method of acquiring land in staged takedowns, to help us manage the financial and market risk associated with land holdings, and to reduce the use of funds from our corporate financing sources. These option contracts and land banking arrangements generally require us to pay non-refundable deposits, which can vary by transaction, and entitle (but do not obligate) us to acquire the land, typically at pre-determined prices. The term within which we can exercise our option varies by transaction and our acquisition is often contingent upon the completion of entitlement or other work with regard to the land (such as “backbone” improvements, which include the installation of main roads or sewer mains). Depending upon the transaction, we may be required to purchase all of the land involved at one time or we may have a right to acquire identified groups of lots over a specified timetable. In some transactions, a portion of the consideration that we pay for the land may be in the form of a share of the profits of a project after we receive an agreed upon level of profits from the project. In limited instances, such as when we acquire land from a master developer that is part of a larger project, the seller may have repurchase rights entitling it to repurchase the land from us under circumstances when we do not develop the land by an outside deadline (unless the delay is caused by certain circumstances outside our control), or when we seek to sell the land directly to a third party or indirectly through a change in control of our company. Repurchase rights typically allow the seller to repurchase the land at the price that we paid the seller to acquire the land plus the cost of improvements that we have made to the land and less some specified discount. We generally have the right at our discretion, to terminate our obligations under both purchase contracts and option contracts by forfeiting our cash deposit with no further financial responsibility to the land seller. In some cases, however, we may be contractually obligated to complete development work even if we terminate the option to procure land or lots.

## **Our Community Development, Construction and Sales and Marketing Process**

### ***Community Development***

In certain of our markets, we typically develop community phases based upon projected sales, and we construct homes in each phase whether or not they have been pre-sold. We have the ability to control the timing of construction of subsequent phases in the same community based on sales activity in the prior phase, market conditions and other factors. We also will attempt to delay much of the customization of a home until a qualified homebuyer has been approved, so as to enable the homebuyer to tailor the home to that homebuyer's specifications; however, we will complete the build out of any unsold homes in a particular phase when deemed appropriate for marketing purposes of such home. In our other regions, we typically develop communities on a lot-by-lot basis driven by sales demand.

The design of our homes is limited by factors such as zoning requirements, building codes and energy efficiency laws. As a result, we contract with a number of architects and other consultants in connection with the design process.

### ***Construction***

Substantially all of our construction work is done by subcontractors with us acting as the general contractor. We also enter into contracts as needed with design professionals and other service providers who are familiar with local market conditions and requirements. We do not have long-term contractual commitments with our subcontractors, suppliers or laborers. We maintain strong and long-standing relationships with many of our subcontractors. We believe that our relationships have been enhanced through both maintaining our schedules and making timely payment to our subcontractors. By dealing fairly with our key subcontractors, we are able to keep them attentive to our projects.

### ***Sales and Marketing***

In connection with the sale and marketing of our homes, we make extensive use of online and offline advertising and other promotional activities, including digital paid search and display advertising, our website, print media advertisements, brochures, direct mail and the placement of signboards in the immediate areas of our developments. We sell our homes through our own sales representatives and through independent real estate brokers. Our in-house sales force typically works from sales offices located in model homes or sales hubs close to or in each community. Sales representatives assist potential homebuyers by providing them with basic floor plans, price information, development and construction timetables, tours of model homes, and the selection of structural options. Sales personnel are licensed, if applicable, by the real estate bodies in their respective markets, are trained by us and generally have had prior experience selling new homes in the local market. Our personnel, along with our consultants and professional service providers, carefully design exteriors and interiors of each home to coincide with the lifestyles of potential homebuyers.

As of December 31, 2025, we owned 449 model homes that were either completed or under construction, including 10 homes in backlog. We frequently build model homes at our projects and have them professionally decorated to display design features. In addition, we have invested in online sales solutions, such as virtual tours, online design studios and interactive floorplans, to allow homebuyers to tour our homes virtually rather than physically. We believe that our model homes and digital assets play a significant role in helping homebuyers understand the efficiencies and value provided by each floor plan type. Interior decorations vary among our models and are selected based upon the lifestyles of our homebuyers. Structural changes in design from the model homes are not generally permitted, but homebuyers may select various other optional construction and design amenities. In addition to model homes and our digital assets, homebuyers can gain an understanding of the various design features and options available to them using design studios. At each design studio, homebuyers can meet with a design consultant and are shown the included and upgraded selections available to them.

We typically sell homes using sales contracts that include cash deposits by the purchasers. However, purchasers can generally cancel sales contracts and receive refunds of cash deposits if they are unable to sell their existing home or if they fail to qualify for financing. Although cancellations can delay the sale of our homes, they have historically not had a material impact on our operating results. The cancellation rate of homebuyers who contracted to buy a home but did not close escrow (as a percentage of overall orders) was 12% and 10% for the years ended December 31, 2025 and 2024, respectively. Cancellation rates are subject to a variety of factors beyond our control, such as adverse economic conditions and increases in mortgage interest rates. Our inventory of completed and unsold production homes was 681 and 464 homes as of December 31, 2025 and 2024, respectively.

## **Homebuyer Financing, Title, Escrow and Homeowners Insurance Services**

We seek to assist our homebuyers in obtaining financing by arranging with mortgage lenders to offer qualified homebuyers a variety of financing options. Substantially all homebuyers utilize long-term mortgage financing to purchase a home and mortgage lenders will usually make loans only to qualified borrowers. Our financial services operation (“Tri Pointe Solutions”) is comprised of mortgage financing operations (“Tri Pointe Connect”), our title and escrow services operations (“Tri Pointe Assurance”), and our property and casualty insurance agency operations (“Tri Pointe Advantage”). While our homebuyers may obtain financing from any mortgage provider of their choice, Tri Pointe Connect has acted as a preferred mortgage company to our homebuyers in all of the markets in which we operate, providing mortgage financing options that help facilitate the sale and closing process as well as generating additional fee income for us. Tri Pointe Assurance provides title examinations for our homebuyers in the Carolinas and both title examinations and escrow services for our homebuyers in Arizona, Colorado, the District of Columbia, Maryland, Nevada, Texas, Washington and Virginia. Additionally, Tri Pointe Assurance provides escrow services for certain of our homebuyers in California through a consolidated financial services joint venture that operates in the state. Tri Pointe Assurance is a wholly owned subsidiary of Tri Pointe and acts as a title agency for First American Title Insurance Company. Tri Pointe Advantage is a wholly owned subsidiary of Tri Pointe and provides property and casualty agency services that help facilitate the closing process in all of the markets in which we operate. While Tri Pointe Connect was formed as a joint venture with an established mortgage lender and operated as such during the year ended December 31, 2023, effective February 1, 2024, we acquired the minority interest in the joint venture, upon which Tri Pointe Connect became a wholly owned subsidiary of the Company.

## **Quality Control and Customer Service**

We pay particular attention to the product design process and carefully consider quality and choice of materials in order to attempt to eliminate building deficiencies. We monitor the quality and workmanship of the subcontractors that we employ and we make regular inspections and evaluations of our subcontractors to seek to ensure that our standards are met.

We maintain quality control and customer service staff whose role includes providing a positive experience for each homebuyer throughout the pre-sale, sale, building, delivery and post-delivery periods. These employees are also responsible for providing after sales customer service. Our quality and service initiatives include taking homebuyers on a comprehensive tour of their home prior to delivery and using homebuyer survey results to improve our standards of quality and homebuyer satisfaction.

## **Warranty Program**

In the normal course of business, we incur warranty-related costs associated with homes that have been delivered to homebuyers. Estimated future direct warranty costs are accrued and charged to cost of sales in the period when the related home sales revenues are recognized while indirect warranty overhead salaries and related costs are charged to cost of sales in the period incurred. Estimation of accruals include consideration of our claims history, including current claims and estimates of claims incurred but not yet reported. In addition, management estimates warranty reserves and allowances necessary to cover any current or future construction-related claims based on actuarial analysis. Under this analysis, reserve amounts are estimated using our historical expense and claim data, as well as industry data. Factors that affect the warranty accruals include the number of homes delivered, historical and anticipated rates of warranty claims and cost per claim. Although we consider the warranty accruals reflected in our consolidated balance sheet to be adequate, actual future costs could differ significantly from our currently estimated amounts. Our warranty accrual is included in accrued expenses and other liabilities in our consolidated balance sheets included elsewhere in this annual report on Form 10-K. We maintain commercial general liability insurance designed to protect us against a portion of our risk of loss from construction-related claims, subject to self-insured retentions. We self-insure a portion of our overall risk through the use of a wholly-owned captive insurance subsidiary. We also generally require our subcontractors and design professionals to indemnify us for liabilities arising from their work, subject to various limitations. However, such indemnity is significantly limited with respect to subcontractors that are added to our commercial general liability insurance policy. We record expected recoveries from insurance carriers when proceeds are probable and estimable. Warranty insurance receivables are recorded in receivables on our consolidated balance sheet.

There can be no assurance that the terms and limitations of the limited warranty will be effective against claims made by homebuyers, that we will be able to renew our insurance coverage or renew it at reasonable rates and comparable self-insured retentions, that we will not be liable for damages, cost of repairs, and/or the expense of litigation surrounding possible construction defects, soil subsidence or building related claims, that claims will not exceed our insurance coverage limits, or that claims will not arise out of uninsurable events or circumstances not covered by insurance and not subject to effective indemnification agreements with certain subcontractors or design professionals.

## Seasonality

We have experienced seasonal variations in our quarterly operating results and capital requirements. We typically take orders for more homes in the first half of the fiscal year than in the second half, which creates additional working capital requirements in the second and third quarters to build our inventories to satisfy the deliveries in the second half of the year. We expect this seasonal pattern to continue over the long-term, although it may be affected by volatility in the homebuilding industry. In addition to the overall volume of orders and deliveries, our operating results in a given quarter are significantly affected by the number and characteristics of our active selling communities; timing of new community openings; the timing of land and lot sales; and the mix of product types, geographic locations and average selling prices of the homes delivered during the quarter. Therefore, our operating results in any given quarter will fluctuate compared to prior periods based on these factors.

## Backlog

Backlog units reflects the number of homes, net of actual cancellations experienced during the period, for which we have entered into a sales contract with a homebuyer but for which we have not yet delivered the home. Homes in backlog are generally delivered within seven to ten months from the time the sales contract is entered into, although we may experience cancellations of sales contracts prior to delivery. The dollar value of backlog was approximately \$670.1 million and \$1.2 billion as of December 31, 2025 and 2024, respectively. We expect all of our backlog at December 31, 2025 to be converted to deliveries and revenues during 2026, net of cancellations. For information concerning backlog units, the dollar value and average sales price by segment, see Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in this annual report on Form 10-K.

## Raw Materials

Typically, all of the raw materials and most of the components used in our business are readily available in the United States. Most are standard items carried by major suppliers. However, a rapid increase in the number of homes started, governmental trade and other policies, other market conditions, or natural disasters, such as the January 2025 wildfires in Southern California, could cause delays in the delivery of, shortages in, or higher prices for necessary materials, such as concrete or lumber and other forest products. Further, due to shortages of components, such as electronic chips that are commonly used in appliances and other building materials, as well as shipping delays, factory downtime, and other factors, we have experienced and may continue to experience delays in our supply chain. Delivery delays or the inability to obtain necessary materials could result in delays in the delivery of homes under construction. We have established national purchase programs for certain materials and we continue to monitor the supply markets to achieve the best prices available.

## Our Financing Strategy

We intend to employ debt and/or equity as part of our ongoing financing strategy, coupled with redeployment of cash flows from continuing operations, to provide us with the financial flexibility to access capital on the best terms available. In that regard, we expect to employ prudent levels of leverage to finance the acquisition and development of our lots and construction of our homes. As of December 31, 2025, we had no outstanding debt related to our unsecured revolving credit facility (the “Revolving Facility”) and \$450 million in outstanding debt related to a term loan facility (the “Term Facility”) and together with the Revolving Facility, the “Credit Facility”). As of December 31, 2025, we had \$798.1 million available under the Credit Facility after considering the borrowing base provisions and outstanding letters of credit, as well as \$982.8 million in cash and cash equivalents. As of December 31, 2025, we had \$647.6 million of outstanding senior notes. Our board of directors considers a number of factors when evaluating our level of indebtedness and when making decisions regarding the incurrence of new indebtedness, including the purchase price of assets to be acquired with debt financing, the estimated market value of our assets and the ability of particular assets, and our company as a whole, to generate cash flow to cover the expected debt service.

We intend to finance future acquisitions and developments with the most advantageous source of capital available to us at the time of the transaction, which may include a combination of common and preferred equity, secured and unsecured corporate-level debt, property-level debt and mortgage financing and other public, private or bank debt.

## Segments

The Company’s operations are organized in two principal businesses: homebuilding and financial services.

In accordance with ASC Topic 280, Segment Reporting, in determining the most appropriate reportable segments, we considered similar economic and other characteristics, including product types, average selling prices, gross profits, production

processes, suppliers, subcontractors, regulatory environments, land acquisition results, and underlying demand and supply. Based upon these factors and in consideration of the geographical layout of our homebuilding markets, we have identified three homebuilding operating and reporting segments:

**West region:** Arizona, California, Nevada and Washington

**Central region:** Colorado, Texas and Utah

**East region:** District of Columbia, Florida, Maryland, North Carolina, South Carolina and Virginia

In April 2024, we announced our expansion into the Coastal Carolinas region, which includes parts of South Carolina and Georgia. While we have an established presence in South Carolina, we have not yet commenced operations in Georgia as of December 31, 2025.

Our financial services operation (Tri Pointe Solutions) is a reportable segment and is comprised of our Tri Pointe Connect mortgage financing operations, Tri Pointe Assurance title and escrow services operations, and Tri Pointe Advantage property and casualty insurance agency operations.

For financial information about our segments, see Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and Note 2, *Segment Information*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K.

### **Government Regulation and Environmental Matters**

We are subject to numerous local, state, federal and other statutes, ordinances, rules and regulations concerning zoning, development, building design, construction and similar matters which impose restrictive zoning and density requirements, the result of which is to limit the number of homes that can be built within the boundaries of a particular area. Projects that are not entitled may be subjected to periodic delays, changes in use, less intensive development or elimination of development in certain specific areas due to government regulations. We may also be subject to periodic delays or may be precluded entirely from developing in certain communities due to building moratoriums or “slow-growth” or “no-growth” initiatives that could be implemented in the future. Local governments also have broad discretion regarding the imposition of development fees and exactions for projects in their jurisdiction. Projects for which we have received land use and development entitlements or approvals may still require a variety of other governmental approvals and permits during the development process and can also be impacted adversely by unforeseen health, safety and welfare issues, which can further delay these projects or prevent their development. Also, some states have enacted legislation that makes homebuilders responsible for violations of wage and other labor laws by their subcontractors. For example, a California law makes direct contractors liable for wages, fringe or other benefit payments or contributions, penalties or liquidated damages, and interest owed by a subcontractor that does not make these payments or contributions to its employees.

We are also subject to a variety of local, state, federal and other statutes, ordinances, rules and regulations concerning the environment. These environmental laws include such areas as storm water and surface water management, soil, groundwater and wetlands protection, subsurface conditions and air quality protection and enhancement. The particular environmental laws that apply to any given homebuilding site vary according to multiple factors, including the site’s location, its environmental conditions and the present and former uses of the site, as well as adjoining properties. Environmental laws and conditions may result in delays, may cause us to incur substantial compliance and other costs, and can prohibit or severely restrict homebuilding activity in environmentally sensitive regions or areas. In addition, in those cases where an endangered or threatened species is involved, environmental rules and regulations can result in the restriction or elimination of development in identified environmentally sensitive areas. From time to time, the United States Environmental Protection Agency and similar federal or state agencies review homebuilders’ compliance with environmental laws and may levy fines and penalties for failure to strictly comply with applicable environmental laws or impose additional requirements for future compliance as a result of past failures. Any such actions taken with respect to us may increase our costs. Further, we expect that as concerns about climate change and other environmental issues continue to grow, homebuilders may be required to comply with new and increasingly stringent laws and regulations, including the climate-related disclosure law enacted by the State of California and any disclosure requirements that may be adopted by the Securities and Exchange Commission (“SEC”) and/or other states, which we anticipate will likewise result in additional compliance costs to us and our suppliers. Environmental laws and regulations can also have an adverse impact on the availability and price of certain raw materials such as lumber. California is especially susceptible to restrictive government regulations and environmental laws. In addition, home deliveries in California may be delayed or prevented due to governmental responses to drought conditions, even when we have obtained water rights for those projects.

Under various environmental laws, current or former owners of real estate, as well as certain other categories of parties, may be required to investigate and clean up hazardous or toxic substances or petroleum product releases, and may be held liable to a governmental entity or to third parties for related damages, including for bodily injury, and for investigation and clean-up costs incurred by such parties in connection with the contamination. A mitigation system may be installed during the construction of a home if a cleanup does not remove all contaminants of concern or to address a naturally occurring condition such as methane. Some homebuyers may not want to purchase a home with a mitigation system.

Our general contractor, real estate broker, mortgage financing operations, title agency, and insurance agency operations are subject to licensing and regulation in the jurisdictions in which they operate. Consequently, they are subject to net worth, bonding, disclosure, record-keeping and other requirements. Failure to comply with applicable requirements could result in loss of license, financial penalties, or other sanctions.

Refer to Part I, Item 1A. "Risk Factors" of this annual report on Form 10-K for risks related to government regulation and environmental matters.

## **Competition**

Competition in the homebuilding industry is intense, and there are relatively low barriers to entry into our business. Homebuilders compete for, among other things, homebuyers, desirable land parcels, financing, raw materials and skilled labor. We compete for homebuyers primarily on the basis of a number of interrelated factors including home design and location, price, homebuyer satisfaction, construction quality, reputation and the availability of mortgage financing. Increased competition could hurt our business, as it could prevent us from acquiring attractive land parcels on which to build homes or make such acquisitions more expensive, hinder our market share expansion, and lead to pricing pressures on our homes that may adversely impact our margins and revenues. Our competitors may independently develop land and construct housing units that are superior or substantially similar to our products. Furthermore, several of our primary competitors are significantly larger, have longer operating histories and may have greater resources or lower cost of capital than ours; accordingly, they may be able to compete more effectively in one or more of the markets in which we operate. Many of these competitors also have longstanding relationships with subcontractors and suppliers in the markets in which we operate. We also compete for sales with individual resales of existing homes and with available rental housing.

## **Human Capital**

We are a people-first company that believes in the importance of cultivating a respectful and collaborative environment. We actively recruit passionate, purpose-driven employees who care about positively impacting the lives of our homebuyers and the communities in which we live and work, and strive to be inclusive of different backgrounds, experiences and perspectives in every aspect of our business. We believe that a variety of perspectives brings innovative ideas to the table, and we seek to foster an open and inclusive work environment. In furtherance of our efforts to maintain a healthy workplace culture, we measure employee engagement and satisfaction by conducting team member engagement surveys to ensure that our employees have an opportunity to provide meaningful feedback on their experiences. We also regularly assess and track team member retention and engagement to generate action plans for continued improvement.

All of our employees must comply with our Code of Business Conduct and Ethics, which requires our employees to conduct business in accordance with all applicable laws and regulations and adhere to the highest standards of business ethics. We are also committed to creating and maintaining a community in which our team members are free from all forms of harassment and discrimination. We require employee training and have adopted protocols that are designed to prevent, and provide for the reporting and addressing of, behavior that is inconsistent with our business standards and our core values, including, but not limited to, discriminatory or harassing behavior and sexual misconduct. The foregoing description is not a representation that all of our employees are, or will be, in compliance with the applicable policies, protocols, rules and regulations.

We are committed to our employees' overall wellbeing and professional growth and development, and believe in supporting the work-life balance of our employees. We seek to ensure that our compensation, recognition and rewards programs are fair and competitive, align with key business objectives, motivate and reward great performance and increase team member engagement and retention. We design our total rewards (compensation and benefit programs) to offer our employees a comprehensive and compelling value proposition that includes customized training, learning and development programs, tuition reimbursement, paid parental and military leave benefits, paid time off to perform community service, fertility and family forming benefits, and other programs designed to facilitate health and wellness. We also offer eligible employees comprehensive medical plans, dental and vision plan options, employer-paid life insurance with various buy-up and flexible savings/spending accounts. Additionally, we design our short- and long-term incentive programs to align individual incentives

and rewards with our mission and strategies, to motivate our employees to achieve top performance in the industry and to attract and retain high-performing talent. To ensure our compensation and benefit programs are designed appropriately to attract and retain talent, we also engage nationally recognized outside compensation and benefits consulting firms and vendors to benchmark our programs against peers and other comparable organizations.

To recognize and promote outstanding employees, we conduct a comprehensive talent and succession planning review process on an annual basis, focused on identifying and developing top-performing, high-potential team members for consideration to advance into key positions in the future. This review process is overseen by the compensation committee of our board of directors.

We are committed to the health and safety of our employees and trade partners. In addition to offering the above-described comprehensive benefits and wellness programs to our employees, we seek to be diligent in utilizing best practices regarding health and safety protocols on our jobsites, as well as incident reporting and investigation. Notwithstanding our efforts to protect against incidents, workplace accidents have occurred and may occur in the future.

As of December 31, 2025, we had 1,579 employees, 696 of whom were executive, management and administrative personnel, 413 of whom were sales and marketing personnel and 470 of whom were involved in field construction. Although none of our employees are covered by collective bargaining agreements, certain of the subcontractors engaged by us are represented by labor unions or are subject to collective bargaining arrangements. We believe that our relations with our employees and trade partners are good.

### **Access to Information**

Our internet website is [www.tripointehomes.com](http://www.tripointehomes.com). We make available free of charge through our website our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after being filed with, or furnished to, the SEC.

We provide information about our business and financial performance, including webcasts of our earnings calls, in the “investors” portion of our internet website. In addition, corporate governance information, including our codes of ethics, corporate governance guidelines, and board committee charters, is also available there.

The information contained in, or that can be accessed through, our website is not incorporated by reference and is not a part of this annual report on Form 10-K. In addition, the SEC website at [www.sec.gov](http://www.sec.gov) contains reports, proxy and information statements, and other information we file with, or furnish to, the SEC.

### **Item 1A. Risk Factors**

*Investors should carefully consider the following risk factors, which address the material risks concerning our business, together with the other information contained in this annual report on Form 10-K. If any of the risks discussed in this annual report on Form 10-K occur, our business, liquidity, financial condition and results of operations (individually and collectively referred to in these risk factors as “Financial Performance”) could be materially and adversely affected, in which case the trading price of our common stock could decline significantly and stockholders could lose all or a part of their investment. Some statements in this annual report on Form 10-K, including statements in the following risk factors, constitute forward-looking statements. Please refer to the initial section of this annual report on Form 10-K entitled “Cautionary Note Concerning Forward-Looking Statements.”*

### **Risks Related to the Merger**

***Consummation of the Merger is subject to certain conditions, including approval from our stockholders, the receipt of required regulatory approvals, and the satisfaction of other closing conditions, including conditions that may not be satisfied or completed within the expected timeframe, if at all.***

The consummation of the Merger is subject to certain conditions that render uncertain the closing and timing of the Merger. These conditions include, but are not limited to, the (i) approval of the holders of a majority of the outstanding shares of common stock entitled to vote on such matters to adopt the Merger Agreement; (ii) expiration or termination of any waiting period (and extensions thereof) applicable to the Transactions under HSR and the rules and regulations promulgated thereunder; (iii) absence of any law, order or injunction enacted or issued after the date of the Merger Agreement restraining, enjoining or

otherwise prohibiting the Merger; and (iv) absence of certain events comprising a material adverse effect on the Company's business following the date of the Merger Agreement. There can be no assurance that all required consents and approvals will be obtained or that all closing conditions will otherwise be satisfied (or waived, if applicable), and, if all required consents and approvals are obtained and all closing conditions are satisfied (or waived, if applicable), there can be no assurance as to the terms, conditions and timing of such consents and approvals or the timing of the closing of the Merger. Certain of the conditions to consummation of the Merger are not within either our or Sumitomo Forestry's control, and neither we nor Sumitomo Forestry can predict when or if these conditions will be satisfied (or waived, if applicable). Further, there can be no assurance that the Transactions will receive HSR approval or that such approval will not impose conditions, divestitures, or other requirements.

Each party's obligation to consummate the Merger is also subject to the accuracy of the representations and warranties of the other party (subject to customary materiality qualifications) and compliance in all material respects with the covenants and agreements contained in the Merger Agreement as of the closing of the Merger, including, with respect to us, covenants to operate our business in the ordinary course and not to engage in certain kinds of material transactions prior to closing of the Merger.

***Failure to consummate the Merger in a timely manner, or at all, could negatively impact our Financial Performance and the market price of our common stock.***

The Merger may not be completed within the timeframe we expect, or at all, as a result of various factors, some of which are beyond our control. If the Merger is not consummated for any reason, including as a result of our stockholders failing to approve the Merger Agreement, our stockholders will not receive any payment for their shares of common stock in connection with the Merger. Instead, we will remain an independent public company, and our shares of common stock will continue to be traded on the New York Stock Exchange and registered under the Exchange Act, and we will be required to continue to file with or submit reports to the SEC.

The market price of our common stock may decline significantly, particularly if the Merger is not completed. The current market price of our common stock may reflect a market assumption that the Merger will be consummated. If the Merger is not consummated, the price of our common stock could decline to the extent that the current market price reflects such assumption, and such decline could be both substantial and/or below the trading price of our common stock prior to the announcement of the Transactions.

Moreover, our ongoing business may be materially and adversely affected, and we would be subject to certain risks, including but not limited to the following:

- we may experience negative reactions from the financial markets, including negative impacts on our stock price, and it is uncertain when, if ever, the price of the shares would return to the prices at which the shares currently trade;
- we may experience negative publicity, which could adversely impact our operations including, but not limited to, attracting and retaining employees, customers, partners, contractors, suppliers, trade partners, and others with whom we do business;
- whether or not the Merger is consummated, we will be required to pay certain significant costs relating to the Merger, such as legal, accounting, financial advisory, printing and other professional services fees, which may relate to activities that we would not have undertaken but for the Merger;
- we may be required to pay a substantial cash termination fee to Sumitomo Forestry under certain circumstances contemplated in the Merger Agreement;
- matters relating to the Merger require substantial commitments of time and resources by our management team, which could result in the distraction of management from ongoing business operations; and
- litigation related to the Merger or enforcement proceedings commenced against us to compel performance under the Merger Agreement could result in significant costs, diversion of management time and resources, and potential liability.

If the Merger is not consummated, the risks described above may materialize and may have a material adverse effect on our Financial Performance and stock price.

***The Merger Agreement subjects us to certain restrictions that may impede our ability to operate our business pending the consummation of the Merger.***

The Merger Agreement generally requires us to operate our business in the ordinary course pending consummation of the Merger and restricts us, without Sumitomo Forestry's prior consent, from taking certain specified actions until the Merger is

completed, subject to certain exceptions. These restrictions include limitations on incurring debt, acquiring or disposing of assets, entering into certain material contracts, paying dividends, and repurchasing stock. These restrictions may affect our ability to enter into certain transactions without Sumitomo Forestry's consent, which could impede us from pursuing strategic business opportunities or responding effectively to competitive pressures, industry developments (including housing market volatility), and other circumstances. These restrictions could remain in place for an extended period of time if the consummation of the Merger is delayed, which may prevent us from undertaking business opportunities that, absent the Merger Agreement, we might have pursued.

***Whether or not the Merger is completed, the pendency of the Merger may disrupt our business and adversely affect our Financial Performance.***

We will be subject to various uncertainties while the Merger is pending that may cause disruption and may make it more difficult to maintain relationships with employees, customers, trade partners, suppliers and others with whom we do business. Our current and prospective employees may experience uncertainty about their future roles following the Merger, which may materially adversely affect our ability to attract, retain, and motivate key personnel while the Merger is pending. Competitors may seek to take advantage of the uncertainty surrounding the Merger to recruit our employees or pursue our customers or trade partners. Parties with which we have business relationships may delay or defer certain business decisions, seek alternative relationships with third parties or seek to alter their existing business relationships with us. The diversion of management's attention away from day-to-day business concerns and toward matters relating to the Merger could adversely affect our Financial Performance.

***The Merger Agreement contains provisions that could discourage a third party from making a competing acquisition proposal.***

The Merger Agreement contains certain customary "no-shop" restrictions on our ability to solicit, initiate, or knowingly encourage alternative acquisition proposals from third parties prior to obtaining stockholder approval of the Merger Agreement, subject to certain customary "fiduciary out" exceptions. In addition, subject to limited exceptions, our board of directors is required to recommend that our stockholders vote in favor of adoption of the Merger Agreement. Under the terms of the Merger Agreement, we may be required to pay a termination fee to Sumitomo Forestry and/or reimburse Sumitomo Forestry for its Merger-related expenses, including in connection with a change in recommendation by our Board of Directors or our entry into a definitive agreement with respect to a superior proposal. The requirement to pay a termination fee could discourage a third party from making a competing acquisition proposal or could result in a third party proposing a lower price than it might otherwise have offered and could negatively affect our liquidity.

***We have incurred, and will continue to incur, significant costs as a result of the Merger.***

We have incurred, and will continue to incur, significant costs and expenses—including regulatory costs, fees for professional services, and other transaction costs—in connection with the Merger. There are a number of factors beyond our control that could affect the total amount or the timing of these costs and expenses. Many of these costs are payable by us regardless of whether the Merger is completed and may relate to activities that we would not have undertaken but for the Merger. If the Merger is not completed, we may not realize any benefits from these expenditures.

***Litigation challenging the Merger may delay or prevent its completion or result in significant costs.***

Litigation is common in connection with the sale of public companies, regardless of whether the claims have any merit. Lawsuits may be filed against us, our board of directors or other parties to the Merger Agreement seeking to challenge the Merger or making other claims in connection therewith. Such lawsuits may seek, among other things, injunctive relief to delay or prevent consummation of the Merger, monetary damages, attorneys' fees and costs. Even if such lawsuits are without merit, defending against them could result in substantial costs and divert management's attention and resources. If a court were to grant an injunction prohibiting the consummation of the Merger on the negotiated terms, such injunction could prevent the Merger from becoming effective or delay its completion.

## **Risks Related to Our Business**

***Our long-term growth depends upon our ability to identify and successfully acquire desirable land parcels at reasonable prices.***

Our future growth depends upon our ability to identify and successfully acquire attractive land parcels for development of our projects at reasonable prices and with terms that meet our underwriting criteria. Our ability to acquire land parcels for new projects may be adversely affected by changes in the general availability of land parcels, the willingness of land sellers to

sell land parcels at reasonable prices, competition for available land parcels, availability of financing to acquire land parcels, zoning and other market conditions. If the supply of land parcels appropriate for development of projects is limited because of these factors, or for any other reason, our ability to grow could be significantly limited, and the number of homes that we build and sell could decline. Additionally, our ability to begin new projects could be impacted if we elect not to purchase land parcels under option contracts. To the extent that we are unable to purchase land parcels in a timely manner or enter into new contracts for the purchase of land parcels at reasonable prices, our home sales revenue and Financial Performance could be materially and adversely affected.

***Our quarterly results of operations may fluctuate because of the seasonal nature of our business and other factors.***

We have experienced seasonal fluctuations in quarterly results of operations and capital requirements that can have a material and adverse impact on our Financial Performance. In addition, we have experienced fluctuations in quarterly results of operations due to the number and characteristics of our active selling communities; the timing of new community openings; the timing of land and lot sales; and the mix of product types, geographic locations and average selling prices of the homes delivered during the quarter. We typically experience the highest new home order activity during the first and second quarters of our fiscal year. Since it typically takes five to nine months to construct a new home, the number of homes delivered and associated home sales revenue typically increases in the third and fourth quarters of our fiscal year as new home orders sold earlier in the year convert to home deliveries. We believe that this type of seasonality reflects the historical tendency of homebuyers to purchase new homes in the spring and summer with deliveries scheduled in the fall or winter, as well as the scheduling of construction to accommodate seasonal weather conditions in certain markets. Fluctuations in our homebuilding business also affect our financial services operations, including Tri Pointe Connect, which originates mortgage loans that allow our homebuyers to purchase the homes that we build. Although we expect this seasonal pattern to continue over the long-term, it may be affected by market cyclicality and other market factors, including seasonal natural disasters such as hurricanes, tornadoes, floods and fires, as well as volatility in the homebuilding industry, and there can be no assurance that historical seasonal patterns will continue to exist in future reporting periods. In addition, as a result of seasonal variability, our historical performance may not be a meaningful indicator of future results.

Seasonality also requires us to finance construction activities in advance of the receipt of sales proceeds. In many cases, we may not be able to recapture increased costs by raising prices because prices are established upon signing the purchase contract. Accordingly, there is a risk that we will invest significant amounts of capital in the acquisition and development of land and construction of homes that we do not sell at anticipated pricing levels or within anticipated time frames. If, due to market conditions, construction delays or other causes, we do not complete sales of our homes at anticipated pricing levels or within anticipated time frames, our Financial Performance could be materially and adversely affected.

***Our business is cyclical and subject to risks associated with the real estate industry, and adverse changes in general economic or business conditions could reduce the demand for homes and related financial services and materially and adversely affect us.***

The residential homebuilding and land development industry is cyclical and is substantially affected by adverse changes in general economic or business conditions that are outside of our control, including changes in:

- short- and long-term interest rates;
- the availability and cost of financing for real estate industry participants, including financing for acquisitions, construction and permanent mortgages;
- unanticipated increases in expenses, including, without limitation, insurance costs, labor and materials costs, development costs, real estate assessments and other taxes and costs of compliance with laws, regulations and governmental policies;
- enforcement of laws, regulations and governmental policies, including, without limitation, health, safety, environmental, labor, employment, zoning, privacy, consumer protection, lender licensing, and tax laws; governmental fiscal policies; and the Americans with Disabilities Act of 1990;
- consumer confidence generally and the confidence of potential homebuyers and others in the real estate industry in particular;
- financial conditions of buyers and sellers of properties, particularly residential homes and land suitable for development of residential homes;
- the ability of existing homeowners to sell their existing homes at prices that are acceptable to them;
- the U.S. and global financial systems and credit markets, including stock market and credit market volatility;
- private and federal mortgage financing programs and federal and state regulation of lending practices;
- the availability and cost of construction, labor and materials;

- federal and state income tax provisions, including provisions for the deduction of mortgage interest payments; the deduction of state and local tax, including real estate tax; and capital gain tax rates;
- housing demand from population growth, household formation and demographic changes (including immigration levels and trends in urban and suburban migration);
- the supply of available new or existing homes and other housing alternatives, such as condominiums, apartments and other residential rental property;
- competition from other real estate investors with significant capital, including other real estate operating companies and developers and institutional investment funds;
- employment levels and job and personal income growth and household debt-to-income levels;
- the rate of inflation;
- real estate taxes; and
- the supply of, and demand for, developable land in our current and expected markets.

Adverse changes in these or other general economic or business conditions may affect our business nationally or in particular regions or localities. During the economic downturn of 2008 to 2010, several of the markets we serve, and the U.S. housing market as a whole, experienced a prolonged decrease in demand for new homes, as well as an oversupply of new and existing homes available for sale. Demand for new homes is affected by weakness in the resale market because many new homebuyers need to sell their existing homes in order to buy a home from us. In addition, demand may be adversely affected by alternatives to new homes, such as rental properties and existing homes. In the event of another economic downturn or if general economic conditions should worsen, our home sales could decline and we could be required to write down or dispose of assets or restructure our operations or debt, any of which could have a material adverse effect on our Financial Performance.

Adverse changes in economic or business conditions can also cause increased home order cancellation rates, diminished demand and prices for our homes, and diminished value of our real estate investments. These changes can also cause us to take longer to build homes and make it more costly for us to do so or force us to increase our selling incentives in order to sell homes. We may not be able to recover any of the increased costs by raising prices because of weak market conditions and increasing pricing pressure. Additionally, the price of each home we sell is usually set several months before the home is delivered, as many homebuyers sign their home purchase contracts before or early in the construction process. The potential difficulties described above could impact our homebuyers' ability to obtain suitable financing and cause some homebuyers to cancel or refuse to honor their home purchase contracts altogether. In addition, the performance of Tri Pointe Solutions largely depends on our homebuilding business, as it provides mortgage loans and other financial services to purchasers of the homes that we build. Accordingly, a decrease in the demand for our homes could also materially and adversely affect the business of Tri Pointe Solutions. Changes in economic or business conditions may result in an increase in the default rate on the mortgages originated by Tri Pointe Connect, which could materially and adversely affect our ability to sell the mortgages to investors (or the pricing we receive upon the sale thereof) or may increase our recourse obligations for previous originations.

***Because most of our homebuyers finance the purchase of their homes, the terms and availability of mortgage financing can affect the demand for and the ability to complete the purchase of a home, which could materially and adversely affect us.***

Our business depends on the ability of our homebuyers to obtain financing for the purchase of their homes. Many of our homebuyers must sell their existing homes in order to buy a home from us. During the last economic downturn, the U.S. residential mortgage market as a whole experienced significant instability due to, among other things, defaults on subprime and other loans, resulting in the declining market value of those loans. In light of these developments, lenders, investors, regulators and other third parties questioned the adequacy of lending standards and other credit requirements. This led to tightened credit requirements and an increase in indemnity claims for mortgages. Deterioration in credit quality among subprime and other nonconforming loans has caused most lenders to eliminate subprime mortgages and most other loan products that do not conform to Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), Federal Housing Administration (the "FHA") or Veterans Administration (the "VA") standards. Fewer loan products and tighter loan qualifications, in turn, make it more difficult for a borrower to finance the purchase of a new home or the purchase of an existing home from a potential homebuyer who wishes to purchase one of our homes. If our potential homebuyers or the buyers of our homebuyers' existing homes cannot obtain suitable financing, our Financial Performance could be materially and adversely affected.

Our homebuyers may obtain mortgage financing for their home purchases from any lender of their choice. Mortgage lenders, including Tri Pointe Connect, may fail to complete, in a timely fashion or at all, the mortgage loan originations they start for our homebuyers. Such failures may result in mortgage loan funding issues that delay deliveries of our homes or cause cancellations, which could in the aggregate have a material and adverse effect on our Financial Performance. In addition, if a mortgage lender mishandles our homebuyers' personal financial information, including due to a data security breach of their systems, the negative impacts on our homebuyers, or negative publicity arising from any such incidents, could create, among other things, associated exposure to us with respect to claims for damages, regulatory penalties or reputational harm, and such exposure could be material and adverse to our Financial Performance.

***Interest rate increases or changes in federal lending programs or other regulations could lower demand for our homes, which could materially and adversely affect us.***

Most of the purchasers of our homes finance their acquisitions with mortgage financing. Homebuyers' ability to obtain financing largely depends on prevailing mortgage loan interest rates, the credit standards that mortgage lenders use and the availability of mortgage loan programs. In January 2026, the U.S. Federal Open Market Committee ("FOMC") decided to maintain the current target range for federal funds. We are unable to predict if, or when, the FOMC will change the target range for federal funds or the impact of any such changes on home mortgage interest rates. Rising interest rates, decreased availability of mortgage financing or of certain mortgage programs, higher down payment requirements or increased monthly mortgage costs have led, and may in the future lead, to reduced demand for our homes and financial services. Increased interest rates can also hinder our ability to realize our backlog because our home purchase contracts provide homebuyers with a financing contingency. Financing contingencies allow homebuyers to cancel their home purchase contracts in the event that they cannot arrange for adequate financing. As a result, rising interest rates can decrease our home sales and mortgage originations. Any of these factors could have a material adverse effect on our Financial Performance.

In addition, the uncertainties in the mortgage markets and increased government regulation could adversely affect the ability of potential homebuyers to obtain financing for home purchases, thus preventing them from purchasing our homes. Among other things, changes made by Fannie Mae, Freddie Mac and FHA/VA to sponsored mortgage programs, as well as changes made by private mortgage insurance companies, have reduced the ability of many potential homebuyers to qualify for mortgages. Principal among these are higher income requirements, larger required down payments, increased reserves, higher mortgage insurance premiums and higher required credit scores. In addition, there continues to be uncertainty regarding the future of Fannie Mae and Freddie Mac, including proposals that they reduce or terminate their role as the principal sources of liquidity in the secondary market for mortgage loans. It is not clear how, if Fannie Mae and Freddie Mac were to curtail their secondary market mortgage loan purchases, the liquidity they provide would be replaced. Because the availability of Fannie Mae, Freddie Mac, FHA- and VA-backed mortgage financing is an important factor in marketing and selling many of our homes, any limitations, restrictions or changes in the availability of such government-backed financing could reduce our home sales and sales of mortgage loans originated by Tri Pointe Connect, which could have a material adverse effect on our Financial Performance. Further, there is a substantial possibility that substituting an alternate source of liquidity would increase mortgage interest rates, which would increase the buyers' effective costs of the homes we sell, and therefore could reduce demand for our homes and have a material adverse effect on our Financial Performance.

***Raw material shortages and price fluctuations could cause delays and increase our costs.***

We require raw materials to build our homes. The residential construction industry experiences serious raw material shortages from time to time, including shortages in supplies of insulation, drywall, cement, steel, lumber and other building materials. For example, due to shortages of components, such as electronic chips that are commonly used in appliances and other building materials, as well as shipping delays, factory downtime, and other factors, we have experienced and may continue to experience delays in our supply chain, including the ability to timely obtain the raw materials that we require to build our homes, as well as certain other construction materials. Any such shortages can be more severe during periods of strong demand for housing or during periods following natural disasters, such as the January 2025 wildfires in Southern California, that have a significant impact on existing residential and commercial structures. The cost of raw materials may also materially increase as a result of higher tariffs, shortages, or high inflation. Shortages and price increases could cause delays in and increase our costs of home construction. We generally are unable to pass on increases in construction costs to homebuyers who have already entered into home purchase contracts. Sustained increases in construction costs may adversely affect our gross margins, which in turn could materially and adversely affect our Financial Performance.

***Tax law changes that increase the after-tax costs of owning a home could prevent potential customers from buying our homes and adversely affect our Financial Performance.***

Significant expenses associated with owning a home, including mortgage interest expenses and real estate taxes, were generally deductible expenses for an individual's federal and, in some cases, state income taxes, subject to limitations. Changes in federal or state income tax laws that eliminate or substantially limit these income tax deductions, could increase the after-tax costs of owning a new home for many of our potential homebuyers. The "Tax Cuts and Jobs Act", which was enacted in December 2017, imposes significant limitations with respect to these income tax deductions. For example, through the end of 2025, the annual deduction for real estate property taxes and state and local income or sales taxes was limited to a combined amount of \$10,000 (\$5,000 in the case of a separate return filed by a married individual). In addition, through the end of 2025, the deduction for mortgage interest was generally only available with respect to acquisition indebtedness that did not exceed \$750,000 (\$375,000 in the case of a separate return filed by a married individual). While the One Big Beautiful Bill Act increased the maximum amount of state and local taxes that may be deducted for federal income tax purposes for certain taxpayers for tax years 2025 through 2029, these increases remain subject to income-based phase-out limitations, after which the deduction limitation is scheduled to revert to prior levels. These changes, together with other current or future federal, state, or local tax law changes, may not fully offset the increased after-tax cost of homeownership for all potential buyers and could be modified, reduced or eliminated by future legislation. These changes could adversely impact demand for and sales prices of homes, including ours, which could adversely affect our Financial Performance.

***We face numerous risks associated with controlling, purchasing, holding and developing land.***

We acquire land for expansion into new markets and for replacement of land inventory and expansion within our current markets. Risks inherent in controlling, purchasing, holding and developing land parcels for new home construction are substantial and increase when demand for new homes decreases. Moreover, the market value of our land and home inventories depends on market conditions and may decline after purchase, and the measures we employ to manage inventory risk may not be adequate to insulate our operations from a severe drop in inventory values. In addition, inventory carrying costs can be significant and can result in reduced margins or losses in a poorly performing community or market. As such, we may have bought and developed, or acquired options on, land at a cost that we will not be able to recover fully or on which we cannot build and sell homes profitably. When market conditions are such that land values are not appreciating, existing option agreements may become less desirable, at which time we may elect to forfeit deposits and pre-acquisition costs and terminate such agreements.

The valuation of real property is inherently subjective and based on the individual characteristics of each property. Factors such as changes in regulatory requirements and applicable laws (including in relation to land development and building regulations, taxation and planning), political conditions, environmental conditions and requirements, the condition of financial markets, both local and national economic conditions, the financial condition of homebuyers, potentially adverse tax consequences, and interest and inflation rate fluctuations subject valuations of real property to uncertainty. Moreover, all valuations of real property are made on the basis of assumptions that may not prove to accurately reflect economic or demographic conditions. If housing demand decreases below what we anticipated when we acquired our inventory, our profitability may be materially and adversely affected and we may not be able to recover our costs when we build and sell houses, land and lots.

The U.S. housing markets experience dynamic demand and supply patterns from time to time due to volatile economic conditions, including increased amounts of home and land inventory that entered certain housing markets from foreclosure sales or short sales. In certain periods of market weakness, we have sold homes and land for lower margins or at a loss and have recognized significant inventory impairment charges, and such conditions may recur. Write-downs and impairments have had an adverse effect on our Financial Performance. We review the value of our land holdings on a periodic basis. For the years ended December 31, 2025, 2024 and 2023, we recorded real estate inventory impairment charges of \$31.1 million, zero, and \$11.5 million, respectively. Further material write-downs and impairments in the value of inventory may be required, and we may sell land or homes at a loss, which could materially and adversely affect our Financial Performance.

***Adverse weather and natural disasters may increase costs, cause project delays and reduce consumer demand for housing.***

As a homebuilder and land developer, we are subject to the risks associated with numerous weather-related events and natural disasters that are beyond our control, which we have experienced and may in the future experience. These weather-related events and natural disasters include, but are not limited to, droughts, floods, wildfires, landslides, soil subsidence, hurricanes, tornadoes and earthquakes. The occurrence of any of these events could damage our land and projects, cause delays in, or prevent, completion of our projects, reduce consumer demand for housing, and cause shortages and price increases in labor or raw materials, any of which could materially and adversely affect our Financial Performance.

We have substantial operations in Southern and Northern California that have historically experienced significant earthquake activity and seasonal wildfires. The incidence of large wildfires in California, such as the January 2025 wildfires that impacted the Los Angeles metropolitan area, has increased in recent years, attributed to wet and dry period fluctuations,

climate change, and governmental policies. The risk of future wildfires is expected to continue to increase. Our markets in Colorado have also experienced seasonal wildfires, floods and soil subsidence. In addition, our Washington market has historically experienced significant earthquake, volcanic and seismic activity and our Texas market occasionally experiences extreme weather conditions such as tornadoes, hurricanes and floods.

In addition to directly damaging our land or projects, earthquakes, hurricanes, tornadoes, volcanoes, floods, wildfires or other natural events could damage roads and highways providing access to those assets or affect the desirability of our land or projects, thereby materially and adversely affecting our ability to market homes or sell land in those areas and possibly increasing the cost to complete construction of our homes. The housing markets in areas affected by California's recent wildfires and in other high risk wildfire areas have been adversely affected by difficulties in obtaining homeowners' insurance and/or increased insurance costs.

There are some risks of loss for which we may be unable to purchase insurance coverage. For example, losses associated with landslides, earthquakes and other geologic events may not be insurable and other losses, such as those arising from terrorism, may not be economically insurable. A sizable uninsured loss could materially and adversely affect our Financial Performance.

***The unavailability of water in California, Arizona, and other areas in which we operate, including due to drought conditions, may negatively impact the economy, increase the risk of wildfires, cause us to incur additional costs, and delay or prevent new home deliveries.***

Certain of the areas in which we operate experience drought conditions and/or constrained access to water from time to time, including sustained periods of drought in California and Arizona. The unavailability of water could negatively impact the economy and environment as well as increase greatly the risk of wildfires.

In both 2014 and 2021, the Governor of California proclaimed a Drought State of Emergency. Executive orders issued in connection with these drought emergency proclamations included both voluntary and mandatory restrictions on water use across the state. While most of these emergency orders have been rescinded or expired, the California State Water Resources Control Board ("Water Board") and the Legislature have passed new regulations and laws restricting water use in anticipation of more frequent drought conditions in the future, including regulations restricting or banning the use of potable water to irrigate decorative grass in commercial, industrial, and institutional areas. Some local jurisdictions and water suppliers are also adopting increasingly strict water conservation measures, such as moratoria on new connections, building standards for water efficient fixtures, and requirements for drought-tolerant landscaping and the use of recycled water. In drier years, the Water Board has also restricted surface water diversions, and the state, federal and local water projects that supply water to local water providers have significantly reduced their water supplies. In addition, development projects may face litigation challenges based on alleged failures to comply with water supply requirements and associated environmental reviews. Further, in 2023, Arizona state officials took steps that may constrain the development of residential subdivisions in certain parts of Phoenix due to concerns over strained water supplies. These and other measures that are instituted to respond to anticipated or future drought conditions in California, Arizona or other areas in which we operate could cause us to incur additional costs. In addition, new home deliveries in some areas may be delayed or prevented due to the unavailability of water, even when we have obtained water supply entitlements for those projects. Drought conditions could also negatively impact the broader economy and environment as well as increase greatly the risk of wildfires.

***We may be unable to find and retain suitable contractors and subcontractors at reasonable rates.***

Substantially all of our construction work is performed by subcontractors with us acting as the general contractor. Accordingly, the timing and quality of our construction depend on the availability, cost and skill of contractors and subcontractors and their employees.

The residential construction industry experiences serious shortages of skilled labor from time to time. When homebuilding activity declines, skilled tradesmen may choose to leave the real estate industry to take jobs in other industries, which would result in shortages in the event that homebuilding activity later increases. These shortages can be more severe during periods of strong demand for housing or during periods following natural disasters that have a significant impact on existing residential and commercial structures, such as the January 2025 wildfires in Southern California. Since mid-2020, the labor market has remained constrained, which has led to increases in both the competition for and costs of skilled labor.

While we anticipate being able to obtain sufficient reliable contractors and subcontractors during times of material shortages and believe that our relationships with contractors and subcontractors are good, we do not have long-term contractual commitments with any contractors or subcontractors, and there can be no assurance that skilled contractors, subcontractors or tradesmen will continue to be available in the areas in which we conduct our operations. Further, due to elevated inflation rates from 2022 to 2025, we have experienced and may continue to experience increases in prevailing costs for skilled contractors and subcontractors. If skilled contractors and subcontractors are not available on a timely basis for a reasonable cost, or if

contractors and subcontractors are not able to recruit sufficient numbers of skilled employees, our development and construction activities may suffer from delays and quality issues, which could lead to reduced levels of homebuyer satisfaction and materially and adversely affect our Financial Performance.

Moreover, some of the subcontractors engaged by us are represented by labor unions or are subject to collective bargaining arrangements that require the payment of prevailing wages that are typically higher than normally expected on a residential construction site. A strike or other work stoppage involving any of our subcontractors could also make it difficult for us to retain subcontractors for their construction work. In addition, union activity could result in higher costs for us to retain our subcontractors. Access to qualified labor at reasonable rates may also be affected by other circumstances beyond our control, including: (i) shortages of qualified tradespeople, such as carpenters, roofers, electricians and plumbers; (ii) high inflation; (iii) changes in laws relating to employment wages and union organizing activity; (iv) changes in trends in labor force migration; and (v) increases in contractor, subcontractor and professional services costs. The inability to contract with skilled contractors and subcontractors at reasonable rates on a timely basis could materially and adversely affect our Financial Performance.

In addition, the enactment of federal, state or local statutes, ordinances, rules or regulations requiring the payment of prevailing wages on private residential developments would materially increase our costs of development and construction. For example, California, where we conduct a significant portion of our business, generally requires that workers employed on public works projects in California be paid the applicable prevailing wage, as determined by the Department of Industrial Relations. Private residential projects built on private property are exempt unless the project is built pursuant to an agreement with a state agency, redevelopment agency, successor agency to a redevelopment agency when acting in that capacity, or local public housing authority. We expect that the imposition of a prevailing wage requirement to additional types of projects would materially increase our costs of development and construction for that project. Further extensions of prevailing wage requirements to private projects could materially and adversely affect our Financial Performance.

***The supply of skilled labor may be adversely affected by changes in immigration laws and policies.***

The timing and quality of our construction activities depend upon the availability, cost and skill of contractors and subcontractors and their employees. The supply of labor in the markets in which we operate could be adversely affected by changes in immigration laws, policies, and enforcement as well as changes in immigration trends. Accordingly, it cannot be assured that a sufficient supply of skilled labor will be available to us in the future. In addition, changes in federal and state immigration laws and policies, or in the enforcement of current laws and policies, as a result of the current presidential administration may have the effect of increasing our labor costs. The lack of adequate supply of skilled labor or a significant increase in labor costs could materially and adversely affect our Financial Performance.

***We could be responsible for employment-related liabilities with respect to our contractors' employees.***

Several other homebuilders have received inquiries from regulatory agencies concerning whether homebuilders using contractors are deemed to be employers of the employees of such contractors under certain circumstances. Although contractors are independent of the homebuilders that contract with them under normal management practices and the terms of trade contracts and subcontracts within the homebuilding industry, if regulatory agencies or courts reclassify the employees of contractors as employees of homebuilders, homebuilders using contractors could be responsible for wage and hour labor laws, workers' compensation and other employment-related liabilities of their contractors. Governmental rulings that make us responsible for labor practices by our subcontractors could create substantial exposure for us in situations that are not within our control. Even if we are not deemed to be joint employers with our contractors, we may be subject to legislation, such as California Labor Code Section 2810.3 that requires us to share liability with our contractors for the payment of wages and the failure to secure valid workers' compensation coverage. In addition, a California law makes direct contractors liable for wages, fringe or other benefit payments or contributions, and interest owed by a subcontractor that does not make these payments or contributions to its employees. This liability could also extend to penalties and liquidated damages owed by a subcontractor.

***We may incur costs, liabilities and reputational damage if our subcontractors engage in improper construction practices or install defective materials.***

Despite our quality control efforts, we may discover that our subcontractors were engaging in improper construction practices or installing defective materials in our homes. When we discover these issues, we, generally through our subcontractors, repair the homes in accordance with our new home warranty and as required by law. We reserve a percentage of the sales price of each home that we sell to meet our warranty and other legal obligations to our homebuyers. These reserves are established based on market practices, our historical experiences, and our judgment of the qualitative risks associated with the types of homes built. However, the cost of satisfying our warranty and other legal obligations in these instances may be significantly higher than our warranty reserves, and we may be unable to recover the cost of repair from such subcontractors. Regardless of the steps we take, we can in some instances be subject to fines or other penalties, and our reputation may be materially and adversely affected.

***Utility shortages or price increases could have an adverse impact on operations.***

Certain of the markets in which we operate, including California, have experienced power shortages, including mandatory periods without electrical power, as well as significant increases in utility costs. For example, certain areas of California have experienced temporary disruptions of electrical power in response to wildfire conditions. Reduced water supplies as a result of drought conditions may negatively affect electric power generation. Additionally, municipalities may restrict or place moratoriums on the availability of utilities, such as water and sewer taps. We may incur additional costs and may not be able to complete construction on a timely basis if such utility shortages, restrictions, moratoriums and rate increases continue. In addition, these utility issues may adversely affect the local economies in which we operate, which may reduce demand for housing in those markets. Our Financial Performance may be materially and adversely impacted if further utility shortages, restrictions, moratoriums or rate increases occur in our markets.

***Some of our markets have been and in the future may be adversely affected by declining oil prices.***

Energy is an important employment sector in our Colorado and Houston markets. A significant decline in oil prices, such as those that have previously occurred, could adversely affect economic conditions in these markets. As a result, demand for our homes may be reduced in these markets and our Financial Performance could be materially and adversely affected.

***Government regulations and legal challenges may delay the start or completion of our communities, increase our expenses or limit our building or other activities.***

The approval of numerous governmental authorities must be obtained in connection with our development activities, and these governmental authorities often have broad discretion in exercising their approval authority. We incur substantial costs related to compliance with legal and regulatory requirements, and any increase in legal and regulatory requirements may cause us to incur substantial additional costs, or in some cases cause us to determine that certain communities are not feasible for development. Government agencies also routinely initiate audits, reviews or investigations of our business practices to ensure compliance with applicable laws and regulations, which can cause us to incur costs or create other disruptions in our businesses that can be significant.

Various federal, state and local statutes, ordinances, rules and regulations concerning building, health and safety, environment, affordable housing, land use, zoning, density requirements, labor and wages, sales and similar matters apply to or affect the housing industry. Projects that are not entitled may be subjected to periodic delays, changes in use, less intensive development or elimination of development in certain specific areas due to government regulations. We may also be subject to periodic delays or may be precluded entirely from developing in certain communities due to building moratoriums or “slow-growth” or “no-growth” initiatives that could be implemented in the future. Local governments also have broad discretion regarding the imposition of development fees and exactions for projects in their jurisdiction. Projects for which we have received land use and development entitlements or approvals may still require a variety of other governmental approvals and permits during the development process and can also be impacted adversely by unforeseen environmental, health, safety and welfare issues, which can further delay these projects or prevent their development. We may also be required to modify our existing approvals because of changes in local circumstances or applicable law. Further, we may experience delays and increased expenses as a result of legal challenges to our proposed communities, or to permits or approvals required for such communities, whether brought by governmental authorities or private parties. As a result, home sales could decline and costs could increase, which could materially and adversely affect our Financial Performance.

***Laws and regulations governing the residential mortgage, title insurance, and property and casualty insurance industries could materially and adversely affect our Financial Performance.***

We have established Tri Pointe Solutions, which provides mortgage loans to homebuyers through Tri Pointe Connect, title and escrow services through Tri Pointe Assurance, and property and casualty insurance through Tri Pointe Advantage. The residential mortgage lending, title insurance and property and casualty insurance industries are heavily regulated. Changes to existing laws or regulations or adoption of new laws or regulations could require us to incur significant compliance costs. A material failure to comply with any of these laws or regulations could result in the loss or suspension of required licenses or other approvals, the imposition of monetary penalties, and restitution awards or other relief. In addition, we could be subject to individual or class action litigation alleging violations of these laws and regulations. Any of these could result in substantial costs and we could incur judgments or enter into settlements of claims that could have a material adverse effect on our business. Any of these outcomes could materially and adversely affect our Financial Performance.

***We may be unable to obtain suitable bonding for the development of our housing projects.***

We are often required to provide bonds to governmental authorities and others to ensure the completion of our projects. If we are unable to obtain required bonds in the future for our projects, or if we are required to provide credit enhancements with respect to our current or future bonds, our Financial Performance could be materially and adversely affected.

***We are subject to environmental laws and regulations that may impose significant costs, delays, restrictions or liabilities.***

We are subject to a variety of local, state and federal statutes, rules and regulations concerning land use and the protection of health and the environment, including those governing discharge of pollutants to water and air, impact on wetlands, protection of flora and fauna, handling of or exposure to hazardous materials, including asbestos, and cleanup of contaminated sites. We may be liable for the costs of removal, investigation, mitigation or remediation of hazardous or toxic substances located at any property currently or formerly owned, leased or occupied by us, or at third-party sites to which we have sent or send wastes for disposal, whether or not we caused or knew of such conditions. These conditions can also give rise to claims by governmental authorities or other third parties, including for personal injury, property damage and natural resources damages. Insurance coverage for such claims is nonexistent or impractical. The presence of any of these conditions, or the failure to address any of these conditions properly, or any significant environmental incident, may materially and adversely affect our ability to develop our properties or sell our homes, lots or land in affected communities or to borrow using the affected land as security, or impact our reputation. Environmental impacts have been identified at certain of our active communities, some of which will need to be addressed prior to or during development. We could incur substantial costs in excess of amounts budgeted by us to address such impacts or other environmental or hazardous material conditions that may be discovered in the future at our properties. Any failure to adequately address such impacts or conditions could delay, impede or prevent our development projects.

The particular impact and requirements of environmental laws and regulations that apply to any given community vary greatly according to the community location, the site's environmental conditions and the development and use of the site. Any failure to comply with applicable requirements could subject us to fines, penalties, third-party claims or other sanctions. We expect that these environmental requirements will become increasingly stringent in the future, particularly in California. For example, in November 2022, pursuant to the Global Warming Solutions Act of 2006 (AB 32), the California Air Resources Board released a final scoping plan that, among other things, identifies strategies and targets to reduce greenhouse gas emissions, including pathways that contemplate a transition away from natural gas-powered appliances toward electric appliances in new residential construction, subject to further regulatory, legislative or local action. Further, in August 2021, the California Energy Commission ("CEC") adopted updates to California's energy code that, among other things, establish electric-ready requirements for electric heating, cooking and vehicle charging effective January 1, 2023 for new permit applications. Compliance with, or liability under, these and other environmental laws and regulations may result in delays, cause us to incur substantial compliance and other costs and prohibit or severely restrict development, particularly in environmentally sensitive areas. Further, local and state jurisdictions have adopted regulations that mandate the construction of new homes to increasingly stringent energy efficiency standards or the inclusion in new homes of energy efficient features, such as solar panels. For example, effective January 1, 2020, the CEC mandated the installation of solar panels on all new homes constructed in California. In December 2022, however, the California Public Utilities Commission adopted new rules reducing the compensation provided to homeowners for excess power their solar systems send back to the grid. In addition, several solar providers have entered bankruptcy or ceased conducting business, resulting in disruptions in the supply and installation of solar panel systems. Consequently, there is significant uncertainty in the solar power industry, which could impact the ability of our homeowners to bear the cost of solar panels, including pursuant to a lease agreement, or our ability to timely deliver homes and/or recover any additional construction costs we may incur to comply with applicable law.

In cases where an endangered or threatened species is involved and related agency rulemaking and litigation are ongoing, the outcome of such rule-making and litigation can be unpredictable and can result in unplanned or unforeseeable restrictions

on, or the prohibition of, development and building activity in identified environmentally sensitive areas. In addition, project opponents can delay or impede development activities by bringing challenges to the permits and other approvals required for projects and operations under environmental laws and regulations. As a result, we cannot assure that our costs, obligations and liabilities relating to environmental matters will not materially and adversely affect our Financial Performance.

***Changes in global or regional climate conditions and governmental response to such changes may limit, prevent or increase the costs of our planned or future growth activities.***

Projected climate change may exacerbate the scarcity or presence of water and other natural resources in affected regions, which could limit, prevent or increase the costs of residential development in certain areas. In addition, a variety of new laws and regulations have been, or are being considered for adoption, at the federal, state and local level relating to energy and climate change, and as climate change concerns continue to grow, legislation and regulations of this nature are expected to continue. This legislation relates to items such as carbon dioxide emissions control, emission disclosure requirements, and building codes that impose energy efficiency standards. Government mandates, standards or regulations intended to mitigate or reduce greenhouse gas emissions or projected climate change impacts could result in prohibitions or severe restrictions on land development in certain areas, increased energy and transportation costs, and increased compliance expenses and other financial obligations to meet permitting or land development or home construction-related requirements that we may be unable to fully recover (due to market conditions or other factors), any of which could cause a reduction in our homebuilding gross margins and materially and adversely affect our Financial Performance. Energy-related initiatives could similarly affect a wide variety of companies throughout the United States and the world, and because our results of operations are heavily dependent on significant amounts of raw materials, these initiatives could have an indirect adverse impact on our Financial Performance to the extent the manufacturers and suppliers of our materials are burdened with expensive cap and trade or other climate-related regulations.

As a result, climate change impacts, and laws and land development and home construction standards, and/or the manner in which they are interpreted or implemented, to address potential climate change concerns could increase our costs and have a long-term adverse impact on our Financial Performance. This is a particular concern in the western United States, where some of the most extensive and stringent environmental laws and residential building construction standards in the country have been enacted. For example, California has enacted numerous laws, including the Global Warming Solutions Act of 2006, that are intended to achieve the goal of reducing greenhouse gas emissions. California is expected to continue to adopt significant regulations and additional legislation to achieve reductions in greenhouse gas emissions. In 2023, California enacted two new laws requiring certain businesses to disclose their carbon emissions and climate-related financial risks. Other states and the federal government may also mandate reporting and/or auditing of greenhouse gas emissions. Such requirements, if implemented, are expected to impose significant additional compliance costs and/or burdens on us and our suppliers.

***We may be unable to develop our communities successfully or within expected timeframes.***

Before a community generates any revenue, time and material expenditures are required to acquire land, obtain development approvals and construct significant portions of project infrastructure, amenities, model homes and sales facilities. It can take several years from the time we acquire control of a property to the time we make our first home sale on the site. Our costs or the time required to complete development of our communities could increase beyond our estimates after commencing the development process. Delays in the development of communities expose us to the risk of changes in market conditions for homes. A decline in our ability to successfully develop and market our communities and to generate positive cash flow from these operations in a timely manner could materially and adversely affect our Financial Performance and our ability to service our debt and to meet our working capital requirements.

***Negative publicity or poor relations with our homebuyers could negatively impact our sales and reputation.***

Unfavorable media or investor and analyst reports related to our industry, company, brands, marketing, personnel, operations, business performance, or prospects may affect our stock price and the performance of our business. Additionally, our ability to maintain and expand our brands depends on our capacity to adapt to a rapidly changing media environment. Adverse publicity or negative commentary on social media outlets, such as blogs, websites or other digital platforms, could materially and adversely affect our Financial Performance, as potential customers might avoid or protest one or more of our brands that receives bad press or negative reviews.

In addition, our homebuyers in communities developed by us sometimes rely on us to resolve issues or disputes that may arise in connection with the operation or development of such communities. Efforts that we make to resolve these issues or disputes could be deemed unsatisfactory by the affected homebuyers, and subsequent actions by these homebuyers could materially and adversely affect our sales and reputation. In addition, we could be required to make significant expenditures

related to the settlement of such issues or disputes or to modify our community development plans, which could materially and adversely affect our Financial Performance.

***The homebuilding industry is highly competitive, and if our competitors are more successful or offer better value to potential homebuyers, our business could decline.***

We operate in a very competitive environment that is characterized by competition from a number of other homebuilders and land developers in each geographical market in which we operate. There are relatively low barriers to entry into our business. We compete with numerous large national and regional homebuilding companies and with smaller local homebuilders and land developers for, among other things, homebuyers, desirable land parcels, financing, raw materials and skilled management and labor resources. If we are unable to compete effectively in our markets, our business could decline disproportionately to the businesses of our competitors and our Financial Performance could be materially and adversely affected.

Increased competition could hurt our business by preventing us from acquiring attractive land parcels on which to build homes or making acquisitions more expensive, hindering our market share expansion and causing us to increase our selling incentives and reduce our prices. Additionally, an oversupply of homes available for sale or a discounting of home prices could materially and adversely affect pricing for homes in the markets in which we operate.

We also compete with the resale, or “previously owned,” home market, the size of which may change significantly as a result of changes in the rate of home foreclosures, which is affected by changes in economic conditions both nationally and locally.

We may be at a competitive disadvantage with respect to larger competitors whose operations are more geographically diversified than ours, as these competitors may be better able to withstand any future regional downturn in the housing market. Due to historical and other factors, some competitors may have a competitive advantage in marketing their products, securing materials and labor at lower prices and allowing their homes to be delivered to homebuyers more quickly and at more favorable prices. This competitive advantage could materially and adversely reduce our market share and limit our ability to continue to expand our business as planned.

***Increases in our cancellation rate could have a negative impact on our home sales revenue and homebuilding margins.***

Our backlog reflects homes that may close in future periods. We have received a deposit from a homebuyer for each home reflected in our backlog, and generally we have the right, subject to certain exceptions, to retain the deposit if the homebuyer fails to comply with his or her obligations under the purchase contract, including as a result of state and local law, the homebuyer’s inability to sell his or her current home or the homebuyer’s inability to make additional deposits required under the purchase contract. Home order cancellations can result from a number of factors, including declines or slow appreciation in the market value of homes, increases in the supply of homes available to be purchased, increased competition and use of sales incentives by competitors, higher mortgage interest rates, homebuyers’ inability to sell their existing homes, homebuyers’ inability to obtain suitable mortgage financing, including providing sufficient down payments, and adverse changes in local, regional or national economic conditions. In these circumstances, homebuyers may terminate their existing purchase contracts in order to negotiate for a lower price or because they cannot, or will not, complete the purchase. Our cancellation rate was 12% and 10% the years ended December 31, 2025 and 2024, respectively. Cancellation rates may rise significantly in the future. If economic conditions become more uncertain, mortgage financing becomes less available or more expensive, or current homeowners find it difficult to sell their current homes, more homebuyers may cancel their purchase contracts. An increase in the level of home order cancellations could have a material and adverse impact on our Financial Performance.

***Homebuilding is subject to products liability, home warranty and construction defect claims and other litigation in the ordinary course of business that can be significant and may not be covered by insurance.***

As a homebuilder, we are currently subject to products liability, home warranty, and construction defect claims arising in the ordinary course of business, in addition to other potentially significant lawsuits, arbitration proceedings and other claims, including breach of contract claims, contractual disputes, claims pursuant to consumer privacy or protection laws, personal injury claims and disputes relating to defective title or property misdescription. In connection with our merger with Weyerhaeuser Real Estate Company (“WRECO”) in 2014, we also assumed responsibility for a substantial amount of WRECO’s pending and potential lawsuits, arbitration proceedings and other claims, as well as any future claims relating to WRECO. Furthermore, since WRECO self-insured a significant portion of its general liability exposure relating to its operations outside of California and Nevada prior to the merger, it is likely that most of these claims will not be covered by insurance.

There can be no assurance that any current or future developments undertaken by us will be free from defects once completed. Construction defects may occur on projects and developments and may arise during a significant period of time after completion. Defects arising on a development attributable to us may lead to significant contractual or other liabilities. For these and other reasons, we establish warranty, claim and litigation reserves that we believe are adequate based on historical experience in the markets in which we operate and judgment of the risks associated with the types of homes, lots and land we sell. We also obtain indemnities from contractors and subcontractors generally covering claims related to damages resulting from faulty workmanship and materials and enroll a majority of these contractors and subcontractors in our Owner Controlled Insurance Program (“OCIP”), which provides general liability coverage for these types of claims, subject to self-insured retentions, which may be substantial.

With respect to certain general liability exposures, including construction defects and related claims and product liability claims, interpretation of underlying current and future trends, assessment of claims and the related liability and reserve estimation process require us to exercise significant judgment due to the complex nature of these exposures, with each exposure often exhibiting unique circumstances. Furthermore, once claims are asserted against us for construction defects, it is difficult to determine the extent to which the assertion of these claims will expand geographically. Plaintiffs may seek to consolidate multiple parties in one lawsuit or seek class action status in some of these legal proceedings with potential class sizes that vary from case to case. Consolidated and class action lawsuits can be costly to defend and, if we were to lose any consolidated or certified class action suit, it could result in substantial liability.

In addition to difficulties with respect to claim assessment and liability and reserve estimation, some types of claims may not be covered by insurance or may exceed applicable coverage limits. Furthermore, contractual indemnities with contractors and subcontractors can be difficult, or impossible, to enforce, and we may also be responsible for applicable self-insured retentions with respect to our insurance policies. This is particularly true in our markets where we include our subcontractors on our OCIP and our ability to seek indemnity for insured claims is significantly limited, and it may be difficult for us to collect self-insured retention contributions from these subcontractors. Furthermore, any product liability or warranty claims made against us, whether or not they are viable, may lead to negative publicity, which could impact our reputation and future home sales.

We also currently conduct a material portion of our business in California, one of the most highly regulated and litigious jurisdictions in the United States, which imposes a ten year, strict liability tail on many construction liability claims. As a result, our potential losses and expenses due to litigation, new laws and regulations may be greater than those of our competitors who have smaller California operations.

For these reasons, although we actively manage our claims and litigation and actively monitor our reserves and insurance coverage, because of the uncertainties inherent in these matters, we cannot provide assurance that our insurance coverage, indemnity arrangements and reserves will be adequate to cover liability for any damages, the cost of repairs and litigation, or any other related expenses surrounding the current claims to which we are subject or any future claims that may arise. Such damages and expenses, to the extent that they are not covered by insurance or redress against contractors and subcontractors, could materially and adversely affect our Financial Performance.

***Our ability to promptly sell one or more properties for reasonable prices in response to changing economic, financial and investment conditions may be limited and we may be forced to hold non-income producing properties for extended periods of time.***

Real estate investments are relatively difficult to sell quickly. As a result, our ability to promptly sell one or more properties in response to changing economic, financial and investment conditions is limited and we may be forced to hold non-income producing assets for an extended period of time. We cannot predict whether we will be able to sell any property for the price or on the terms that we set or whether any price or other terms offered by a prospective purchaser would be acceptable to us. We also cannot predict the length of time needed to find a willing purchaser and to close the sale of a property.

***Fluctuations in real estate values may require us to write-down the book value of our real estate assets.***

The homebuilding industry is subject to significant variability and fluctuations in real estate values. As a result, we may be required to write-down the book value of our real estate assets in accordance with U.S. generally accepted accounting principles (“GAAP”), and some of those write-downs could be material. Any material write-downs of assets could have a material adverse effect on our Financial Performance.

***The geographic concentration of our operations in certain regions subjects us to an increased risk of loss of revenue or decreases in the market value of our land and homes in those regions from factors which may affect any of those regions.***

During the year ended December 31, 2025, we had active selling communities in the states of Arizona, California, Colorado, Maryland, Nevada, North Carolina, South Carolina, Texas, Utah, Virginia and Washington, as well as the District of

Columbia. Additionally, in April 2024, we announced our expansion into Orlando, Florida, and the Coastal Carolinas area, which includes parts of Georgia and South Carolina. Because our operations currently are limited to these areas, a prolonged economic downturn in one or more of these areas could have a material adverse effect on our Financial Performance and could have a disproportionately greater impact on us than other homebuilders with more diversified operations. Moreover, some or all of these regions could be affected by:

- severe weather;
- natural disasters (such as earthquakes, hurricanes, floods or fires);
- shortages in the availability of, or increased costs in obtaining, land, equipment, labor or building supplies;
- changes to the population growth rates and, therefore, the demand for homes in these regions;
- changes in foreign buyer demand; and
- changes in the regulatory and fiscal environment.

In addition, a number of insurance companies conducting business in these regions have canceled existing homeowners' insurance policies on single-family homes, declined to issue new such policies, exited the region's insurance market entirely, or substantially increased the prices for such policies due to, among other things, increased exposure to losses arising from natural disasters such as hurricanes and wildfires. A substantial portion of our homebuyers obtain mortgage financing for their home purchases from lenders who generally require that a homebuyer obtains sufficient homeowners' insurance. In the event our potential homebuyers are unable to obtain homeowners' insurance on commercially acceptable terms or at all or if the cost of the insurance is too high, they may be unable to obtain or qualify for mortgage financing, which could reduce our home sales. Further, restrictions on or the unavailability of homeowners' insurance in the markets in which we operate, more generally, could negatively impact our ability to sell homes, which could have a material adverse effect on our Financial Performance.

***Inflation could materially and adversely affect us by increasing the costs of land, raw materials and labor, negatively impacting housing demand, raising our costs of capital, and decreasing our purchasing power.***

The inflation rate in the United States increased significantly in both 2022 and 2023. Inflation affects us directly by increasing costs of land, raw materials and labor. We may respond to inflation by increasing the sales prices of land or homes in order to offset any such increases in costs, maintain satisfactory margins or realize a satisfactory return on our investment. However, if the market has an oversupply of homes relative to demand, prevailing market prices may prevent us from doing so. In addition, inflation is often accompanied by higher interest rates, which historically have had a negative impact on housing demand and the real estate industry generally and which could materially and adversely impact potential homebuyers' ability to obtain mortgage financing on favorable terms. In such an environment, we may not be able to raise prices sufficiently to keep up with the rate of inflation and our margins and returns could decrease. Additionally, if we are required to lower home prices to meet demand, the value of our land inventory may decrease. Inflation may also raise our costs of capital and decrease our purchasing power, making it more difficult to maintain sufficient funds to operate our business. Significant inflation, including as a result of efforts by the government to stimulate the economy, could materially and adversely impact our Financial Performance.

***Acts of war, terrorism, civil unrest or public health emergencies, including outbreaks of contagious disease, may seriously harm our business.***

Acts of war, any outbreak or escalation of hostilities or geopolitical conflict, acts of terrorism (including cyber-terrorism), civil unrest or public health emergencies, including outbreaks of contagious diseases, such as COVID-19 or other major epidemics or pandemics, have caused and may in the future cause disruption to the U.S. economy, or the local economies of the markets in which we operate, result in sanctions or export controls that could adversely impact our supply chain, cause shortages of building materials, disrupt utilities, increase costs associated with obtaining building materials, increase the price of gasoline and other fuels, result in building code changes that could increase costs of construction, affect job growth and consumer confidence, affect public health and public perception of health risk, or cause economic changes and/or social instability or distress that we cannot anticipate, all of which could reduce demand for our homes and materially and adversely impact our Financial Performance.

***We are subject to litigation and claims that could materially and adversely affect us.***

Lawsuits, claims and proceedings have been, or in the future may be, instituted or asserted against us in the normal course of business. Some of these claims may result in significant defense costs and potentially significant judgments against us, some of which are not, or cannot be, insured against. We generally intend to defend ourselves vigorously. However, litigation is inherently uncertain and we cannot be certain of the ultimate outcomes of any claims that may arise. To resolve these matters, we may have to pay significant fines, judgments, or settlements, which, if uninsured, or if the fines, judgments and settlements exceed insured levels, could adversely impact our earnings and cash flows, thereby materially and adversely affect our Financial Performance. Certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could materially and adversely impact us, expose us to increased risks that would be uninsured, and materially and adversely impact our ability to attract directors and officers. Uncertainty with respect to claims or litigation may adversely affect the availability and costs of future financings and may materially and adversely affect the trading prices of our outstanding securities.

***Information technology failures and data security breaches could harm our business.***

We use information technology and other computer resources to carry out important operational and marketing activities as well as maintain our business records. Many of these resources are provided to us or are maintained on our behalf by third-party service providers pursuant to agreements that specify certain security and service level standards. Our ability to conduct our business may be materially and adversely impaired if our or our service providers' computer resources are compromised, degraded, damaged or fail, whether due to a virus or other harmful circumstance, intentional penetration or disruption of our information technology resources by a third-party, natural disaster, hardware or software corruption or failure or error (including a failure of security controls incorporated into or applied to such hardware or software), telecommunications system failure, service provider error or failure, intentional or unintentional personnel actions (including the failure to follow our security protocols), loss of portable devices, or lost connectivity to our networked resources.

Cyber threats are ongoing, rapidly evolving and becoming increasingly sophisticated. As the breadth and complexity of the technologies we use continue to grow, the risk of security breaches and cyber attacks also increases. Criminals, nation state actors and activist hackers (collectively, "malicious persons") may target our information technology and computer resources and those of our service providers. If malicious persons should succeed in circumventing our, or a service provider's, cyber security measures, they may deploy viruses, worms, ransomware and other malicious software programs; misappropriate, alter or destroy our confidential information or that of third parties; create system disruptions; or cause shutdowns. We may incur significant remediation costs in the event of a successful attack.

We maintain a cybersecurity program and policies that are designed to protect our information and that of our customers against cybersecurity threats. Additional information regarding this program and our policies can be found in Part I, Item 1C, "Cybersecurity" included in this annual report on Form 10-K. However, our cybersecurity program and policies may be insufficient to prevent or detect timely an attack, assess its impact, or appropriately and timely respond. We may also face substantial penalties and other potential liabilities under existing or future data privacy regulations, including but not limited to the California Consumer Privacy Act, as amended, in the event of a data breach that results in the disclosure of protected consumer information. Further, our existing insurance coverage may be insufficient to protect us against such risks and we may be unable to recover in whole or in part from our service providers or other responsible parties or their insurers in the event of a breach or attack. A successful attack could have a material and adverse effect on our Financial Performance.

A significant and extended disruption in the functioning of our technology resources for any reason could damage our reputation; cause us to lose homebuyers, sales and revenue; result in the unintended public disclosure or the misappropriation of proprietary, personal and confidential information (including information about our homebuyers and business partners); disrupt our ability to record, process, summarize and report information required to be disclosed in SEC filings such that our disclosure controls and procedures may be ineffective; and require us to incur significant expense to address and resolve these kinds of issues. Our collection or release of proprietary, personal or confidential information may also lead to litigation or other proceedings against us by affected individuals, business partners and/or regulators. The outcome of any such proceeding, which could include penalties or fines, could materially and adversely affect our Financial Performance. In addition, the costs of maintaining adequate protection against such threats to our technology resources, depending on their evolution, pervasiveness and frequency and/or government-mandated standards or obligations regarding protective efforts, could be material to our Financial Performance.

***Tri Pointe Connect depends materially on vendors that we do not control.***

Tri Pointe Connect materially depends upon third-party vendors, including but not limited to consultants, services, platforms, and technologies, that we do not control. In particular, we rely on a third-party vendor to materially assist Tri Pointe Connect with the infrastructure and expertise required to operate a mortgage lending business. If any of these third-party vendors cease or are unable to provide their services, we would have to obtain similar services from other sources, either within or without our organization, which may not be available on commercially reasonable terms, if at all. Any interruption in the ability of Tri Pointe Connect to offer mortgage financing to our homebuyers may adversely affect our ability to sell or close homes, which could materially and adversely affect our Financial Performance.

***A major health and safety incident relating to our business could be costly in terms of potential liabilities and reputational damage.***

Building sites are inherently dangerous, and operating in the homebuilding and land development industry poses certain inherent health and safety risks. Due to health and safety regulatory requirements and the number of our projects, health and safety performance is critical to the success of all areas of our business.

Any failure in health and safety performance may result in penalties for non-compliance with relevant regulatory requirements or litigation, and a failure that results in a major or significant health and safety incident is likely to be costly in terms of potential liabilities incurred as a result. Such a failure could generate significant negative publicity and have a corresponding impact on our reputation, our relationships with relevant regulatory agencies, governmental authorities and local communities, and our ability to win new business, which in turn could materially and adversely affect our Financial Performance.

***Increases in tariffs and retaliatory responses may cause increases in the prices of some of the construction materials that we use and may negatively affect the national and local economies.***

The prices that we pay for home construction materials and their availability are affected by changes in United States government trade policies and the responses of other countries to those changes. Previously, the federal government has taken tariff actions with respect to appliances, flooring, countertops, solar panels/modules, steel and aluminum and finished manufactured building materials, raising our costs for some of these items. Other countries and the European Union have responded to these actions with retaliatory measures. Further, the current presidential administration has increased tariffs on steel and aluminum imports, and has indicated an intention to impose additional tariffs on foreign trade partners, including Canada and Mexico. Although we attempt to pass on cost increases to homebuyers through increased prices, we are generally unable to do so after we have entered into a contract to sell a home or when weak housing market conditions exist. Continued or escalating trading conflicts could further increase our home construction costs, disrupt or cause shortages in our supply chains, or negatively affect the U.S. or state economies. As a result, our Financial Performance could be materially and adversely affected.

***Increases in taxes or government fees could increase our costs, which could materially and adversely affect us.***

Increases in real estate taxes and other state and local government fees, such as development or impact fees, fees imposed on developers to fund schools, open space, road improvements, and other public improvements, and fees imposed on developers to provide low- and moderate-income housing, could increase our costs and have an adverse effect on our operations, which could have a material adverse effect on our Financial Performance. In addition, increases in local real estate taxes could adversely affect the purchasing decisions of potential homebuyers, who may consider those costs in determining whether to make a new home purchase and decide, as a result, not to purchase one of our homes, which could have a material adverse effect on our Financial Performance.

## **Risks Related to Our Indebtedness**

***Our use of leverage in executing our business strategy exposes us to significant risks.***

We employ what we believe to be prudent levels of leverage to finance the acquisition and development of our lots and construction of our homes. Our existing indebtedness is recourse to us and we anticipate that future indebtedness will likewise be recourse.

Our board of directors considers a number of factors when evaluating our level of indebtedness and when making decisions regarding the incurrence of new indebtedness, including the purchase price of assets to be acquired with debt financing, the estimated market value of such assets and the ability of the particular assets, and our company as a whole, to generate cash flow to cover the expected debt service.

Incurring substantial debt subjects us to many risks that, if realized, would materially and adversely affect our Financial Performance, including the risks that:

- it may be more difficult for us to satisfy our obligations with respect to our debt or to our other creditors;
- our cash flow from operations may be insufficient to make required payments of principal of and interest on our debt, which is likely to result in acceleration of our debt;
- our debt may increase our vulnerability to adverse economic and industry conditions, including fluctuations in market interest rates, with no assurance that investment yields will increase with higher financing cost, particularly in the case of debt with a floating interest rate;
- our debt may limit our ability to obtain additional financing to fund capital expenditures and acquisitions, particularly when the availability of financing in the capital markets is limited;
- we may be required to dedicate a portion of our cash flow from operations to payments on our debt, thereby reducing funds available for operations and capital expenditures, future investment opportunities or other purposes;
- in the case of secured indebtedness, we could lose our ownership interests in our land parcels or other assets because defaults thereunder may result in foreclosure actions initiated by lenders;
- our debt may limit our ability to buy back our common stock or pay cash dividends;
- our debt may limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate, thereby limiting our ability to compete with companies that are not as highly leveraged; and
- the terms of any refinancing may not be as favorable as the terms of the debt being refinanced.

We cannot make any assurances that our business will generate sufficient cash flow from operations or that future borrowings will be available to us through capital markets financings or otherwise in an amount sufficient to enable us to service or refinance our indebtedness, or to fund our other liquidity needs. We may also need to refinance all or a portion of our existing or future indebtedness on or before its maturity, and we cannot make any assurances that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all. If, at the time of any refinancing, prevailing interest rates or other factors result in higher interest rates on the refinanced debt, increases in interest expense could materially and adversely affect our Financial Performance. If we are unable to refinance our debt on acceptable terms, we may be forced to dispose of our assets on disadvantageous terms, potentially resulting in significant losses.

We may incur additional indebtedness in order to finance our operations or to repay existing indebtedness. If we cannot service our indebtedness, we will risk losing to foreclosure some or all of our assets that may be pledged to secure our obligations and we may have to take actions such as selling assets, seeking additional debt or equity financing or reducing or delaying capital expenditures, strategic acquisitions, investments and alliances. We cannot make any assurances that any such actions, if necessary, could be effected on commercially reasonable terms or at all, or on terms that would be advantageous to our stockholders or on terms that would not require us to breach the terms and conditions of our existing or future debt agreements. Additionally, unsecured debt agreements may contain specific cross-default provisions with respect to specified other indebtedness, giving the unsecured lenders the right to declare a default if we are in default under other loans in some circumstances. Defaults under our debt agreements could materially and adversely affect our Financial Performance.

***We may require significant additional capital in the future and may not be able to secure adequate funds on acceptable terms.***

The expansion and development of our business may require significant additional capital, which we may be unable to obtain, to fund our operating expenses, including working capital needs.

We may fail to generate sufficient cash flow from the sales of our homes and land to meet our cash requirements. To a large extent, our cash flow generation ability is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. Further, our capital requirements may vary materially from those currently planned if, for example, our revenues do not reach expected levels or we have to incur unforeseen capital expenditures and make investments to maintain our competitive position. If this is the case, we may need to refinance all or a portion of our debt on or before its maturity, or obtain additional equity or debt financing sooner than anticipated, which could materially and adversely affect our liquidity and financial condition if financing cannot be secured on reasonable terms. As a result, we may have to delay or abandon some or all of our development and expansion plans or otherwise forgo market opportunities.

Our access to additional third-party sources of financing will depend, in part, on:

- general market conditions;
- the market's perception of our growth potential, including relative to other opportunities;

- with respect to acquisition and/or development financing, the market’s perception of the value of the land parcels to be acquired and/or developed;
- our corporate credit rating and ratings of our senior notes;
- our current debt levels;
- our current and expected future earnings;
- our cash flow;
- pending litigation and claims; and
- the market price per share of our common stock.

During the economic downturn from 2008 to 2010, as well as the immediate aftermath of the onset of the COVID-19 pandemic, domestic financial markets experienced unusual volatility, uncertainty and a restricting of liquidity in both the debt and equity capital markets. Credit spreads for major sources of capital widened significantly during the U.S. credit crisis as investors demanded a higher risk premium. In the event of another economic downturn or if general economic conditions should worsen, potential lenders may be unwilling or unable to provide us with suitable financing or may charge us prohibitively high fees in order to obtain financing. As a result, depending on market conditions at the relevant time, we may have to rely more heavily on less efficient forms of debt financing that require a larger portion of our cash flow from operations to service, thereby reducing funds available for our operations, future business opportunities and other purposes. Investment returns on our assets and our ability to make acquisitions could be materially and adversely affected by our inability to secure additional financing on reasonable terms, if at all. Additionally, if we cannot obtain additional financing to fund the purchase of land under our option contracts or purchase contracts, we may incur contractual penalties and fees. Any difficulty in obtaining sufficient capital for planned development expenditures could also cause project delays and any such delay could result in cost increases. Any of the foregoing factors could materially and adversely affect our Financial Performance.

Tri Pointe Connect finances its mortgage lending activities through cash on hand as well as the sale of mortgage loans to investors. If Tri Pointe Connect is unable to sell mortgage loans to investors on favorable terms, its ability to originate and sell mortgage loans at competitive prices or at all could be reduced, which would negatively affect our business. In addition, Tri Pointe Connect may depend upon one or more warehouse loan facilities to finance our lending activities. We cannot make any assurances that any available sources will be sufficient to fund Tri Pointe Connect’s mortgage lending activities and/or that Tri Pointe Connect will be able to obtain new or renew its existing warehouse lines on commercially reasonable terms or at all.

***Our access to capital and our ability to obtain additional financing could be affected by any downgrade of our credit ratings.***

Our corporate credit rating and ratings of our senior notes affect, among other things, our ability to access new capital, especially debt, and the costs of that new capital. A substantial portion of our access to capital is through the issuance of senior notes, of which we have \$647.6 million outstanding, net of debt issuance costs, as of December 31, 2025. Among other things, we may rely on proceeds of debt issuances to pay the principal of existing senior notes when they mature. Negative changes in the ratings of our senior notes could make it difficult for us to sell senior notes in the future and could result in more stringent covenants and higher interest rates with regard to new senior notes we issue.

***Our current financing arrangements contain, and our future financing arrangements likely will contain, restrictive covenants relating to our operations.***

Our current financing arrangements contain, and the financing arrangements we may enter into in the future will likely contain, covenants affecting our ability to, among other things:

- incur or guarantee additional indebtedness;
- make certain investments;
- reduce liquidity below certain levels;
- pay dividends or make distributions on our capital stock;
- sell assets, including capital stock of restricted subsidiaries;
- agree to payment restrictions affecting our restricted subsidiaries;
- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;
- enter into transactions with our affiliates;
- incur liens;
- engage in sale-leaseback transactions; and
- designate any of our subsidiaries as unrestricted subsidiaries.

If we fail to meet or satisfy any of these covenants in our debt agreements, we would be in default under these agreements, which could result in a cross-default under other debt agreements, and our lenders could elect to declare outstanding amounts due and payable, terminate their commitments, require the posting of additional collateral and enforce their respective interests against existing collateral. A default also could significantly limit our financing alternatives, which could cause us to curtail our investment activities and/or dispose of assets when we otherwise would not choose to do so. If we default on several of our debt agreements or any single significant debt agreement, it could materially and adversely affect our Financial Performance. These and certain other restrictions could also limit our ability to plan for or react to market conditions, meet capital needs or make acquisitions or otherwise restrict our activities or business plans.

***Higher interest rates on our debt may materially and adversely affect our Financial Performance.***

We employ what we believe to be prudent levels of leverage to finance the acquisition and development of our lots and construction of our homes. Some of our current debt has, and any additional debt we subsequently incur may have, a floating rate of interest. U.S. interest rates have increased during the last several years and could increase in the future, particularly if inflation increases or remains high. Higher interest rates could increase debt service requirements on our current floating rate debt and on any floating rate debt we may subsequently incur, and could reduce funds available for operations, future business opportunities or other purposes. If we need to repay existing debt during periods of rising interest rates, we could be required to refinance our then-existing debt on unfavorable terms, or liquidate one or more of our assets to repay such debt at times which may not permit realization of the maximum return on such assets and could result in a loss. The occurrence of either or both of these events could materially and adversely affect our Financial Performance.

***Failure to hedge effectively against interest rate changes may materially and adversely affect our Financial Performance.***

We may obtain one or more forms of interest rate protection—in the form of swap agreements, interest rate cap contracts or similar agreements—to hedge against the possible negative effects of interest rate fluctuations. However, we cannot assure stockholders that any hedging will adequately relieve the adverse effects of interest rate increases or that counterparties under these agreements will honor their obligations thereunder. In addition, we may be subject to risks of default by hedging counterparties. Adverse economic conditions could also cause the terms on which we borrow to be unfavorable. We could be required to liquidate one or more of our assets at times which may not permit us to receive an attractive return on our assets in order to meet our debt service obligations. Failure of our hedging mechanisms could materially and adversely affect our Financial Performance.

**Risks Related to Our Organization and Structure**

***We are and will continue to be dependent on key personnel and certain members of our management team.***

Our business involves complex operations and requires a management team and employee workforce that is knowledgeable and expert in many areas necessary for its operations. Our success and ability to obtain, generate and manage opportunities depends to a significant degree upon the contributions of key personnel, including, but not limited to, Douglas Bauer, our Chief Executive Officer, and Thomas Mitchell, our President and Chief Operating Officer. Our investors must rely to a significant extent upon the ability, expertise, judgment and discretion of this management team and other key personnel, and their loss or departure could be detrimental to our future success. We have entered into employment agreements with Messrs. Bauer and Mitchell. The current term of these agreements will expire on August 29, 2027 and automatically renews for additional one-year periods unless either party gives written notice of non-renewal at least 60 days in advance. There is no assurance that these executives will remain employed with us. Additionally, key employees working in the real estate, homebuilding and construction industries are highly sought after and failure to attract and retain such personnel may materially and adversely affect the standards of our future service and may have a material and adverse impact on our Financial Performance.

Our ability to retain our management team and key personnel or to attract suitable replacements should any members of our management team leave is dependent on the competitive nature of the employment market. The loss of services from any member of our management team or key personnel could materially and adversely impact our Financial Performance. Further, the process of attracting and retaining suitable replacements for key personnel whose services we may lose would result in transition costs and would divert the attention of other members of our management from existing operations. Moreover, such a loss could be negatively perceived in the capital markets, which could, in turn, materially and adversely affect the market price of our common stock.

We have not obtained key man life insurance that would provide us with proceeds in the event of death or disability of any of our key personnel.

***Termination of the employment agreements with the members of our management team could be costly and prevent a change in control of our company.***

Our employment agreements with Messrs. Bauer and Mitchell each provide that if their employment with us terminates under certain circumstances, we may be required to pay them significant amounts of severance compensation, thereby making it costly to terminate their employment. Furthermore, these provisions could delay or prevent a transaction or a change in control of our company that might involve a premium paid for shares of our common stock or otherwise be in the best interests of our stockholders, which could materially and adversely affect the market price of our common stock.

***Certain anti-takeover defenses and applicable law may limit the ability of a third-party to acquire control of us.***

Our charter, bylaws and Delaware law contain provisions that may delay or prevent a transaction or a change in control of our company that might involve a premium paid for shares of our common stock or otherwise be in the best interests of our stockholders, which could materially and adversely affect the market price of our common stock. Certain of these provisions are described below.

**Selected provisions of our charter and bylaws.**

Our charter and/or bylaws contain anti-takeover provisions that:

- authorize our board of directors, without further action by the stockholders, to issue up to 50,000,000 shares of preferred stock in one or more series, and with respect to each series, to fix the number of shares constituting that series and establish the rights and other terms of that series;
- require that actions to be taken by our stockholders may be taken only at an annual or special meeting of our stockholders and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairman of our board of directors or our chief executive officer (or if there is no chief executive officer, the president);
- establish advance notice procedures for stockholders to submit nominations of candidates for election to our board of directors and other proposals to be brought before a stockholders meeting;
- provide that our bylaws may be amended by our board of directors without stockholder approval;
- allow our directors to establish the size of our board of directors by action of our board, subject to a minimum of three members;
- provide that vacancies on our board of directors or newly created directorships resulting from an increase in the number of our directors may be filled only by a majority of directors then in office, even though less than a quorum;
- do not give the holders of our common stock cumulative voting rights with respect to the election of directors; and
- prohibit us from engaging in certain business combinations with any “interested stockholder” unless specified conditions are satisfied as described below.

**Selected provisions of Delaware law.**

We have opted out of Section 203 of the Delaware General Corporation Law, which regulates corporate takeovers. However, our charter contains provisions that are similar to Section 203. Specifically, our charter provides that we may not engage in certain “business combinations” with any “interested stockholder” for a three-year period following the time that the person became an interested stockholder, unless:

- prior to the time that person became an interested stockholder, our board of directors approved either the business combination or the transaction which resulted in the person becoming an interested stockholder;
- upon consummation of the transaction which resulted in the person becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to the time the person became an interested stockholder, the business combination is approved by our board of directors and by the affirmative vote of at least 66 <sup>2</sup>/<sub>3</sub>% of the outstanding voting stock which is not owned by the interested stockholder.

Generally, a business combination includes a merger, consolidation, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an interested stockholder is a person who, together with that person’s affiliates and associates, owns, or within the previous three years owned, 15% or more of our voting stock.

This provision could prohibit or delay mergers or other takeover or change in control attempts with respect to us and, accordingly, may discourage attempts to acquire us.

***We may change our operational policies, investment guidelines and our business and growth strategies without stockholder consent, which may subject us to different and more significant risks in the future.***

Our board of directors will determine our operational policies, investment guidelines and our business and growth strategies. Our board of directors may make changes to, or approve transactions that deviate from, those policies, guidelines and strategies without a vote of, or notice to, our stockholders. This could result in us conducting operational matters, making investments or pursuing different business or growth strategies than those contemplated currently. Under any of these circumstances, we may expose ourselves to different and more significant risks in the future, which could have a material adverse effect on our Financial Performance.

***If we fail to maintain an effective system of internal controls, we may not be able to accurately determine our financial results or prevent fraud. As a result, our stockholders could lose confidence in our financial results, which could materially and adversely affect us and the market price of our common stock.***

A system of internal control over financial reporting, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. The design of control systems reflects resource constraints and the benefits of controls must be considered in relationship to their costs. Accordingly, there can be no assurance that all control issues or fraud will be detected. We cannot be certain that we will be successful in maintaining adequate internal control over our financial reporting and financial processes. Furthermore, as we continue to grow our business, our internal controls will become more complex, and we will require significantly more resources to ensure that our internal controls remain effective. Additionally, the existence of any material weakness or significant deficiency may require management to devote significant time and incur significant expense to remediate any such material weaknesses, or significant deficiencies and management may not be able to remediate any such material weaknesses or significant deficiencies in a timely manner. There is no assurance that our independent auditor will be able to provide an unqualified attestation report on internal control over financial reporting in future years. If our independent auditor is unable to provide an unqualified attestation report, investors could lose confidence in the reliability of our financial statements, and our stock price could be materially and adversely affected. The existence of any material weakness in our internal control over financial reporting could result in errors in our financial statements that could require us to restate our financial statements, cause us to fail to meet our reporting obligations, and cause stockholders to lose confidence in our reported financial information, all of which could materially and adversely affect us and the market price for our common stock.

***Changes in accounting rules, assumptions and/or judgments could delay the dissemination of our financial statements and cause us to restate prior period financial statements.***

Accounting rules and interpretations for certain aspects of our operations are highly complex and involve significant assumptions and judgment. These complexities could lead to a delay in the preparation and dissemination of our financial statements. Furthermore, changes in accounting rules and interpretations or in our accounting assumptions and/or judgments, such as asset impairments, could significantly impact our financial statements. In some cases, we could be required to apply a new or revised standard retroactively, resulting in restating prior period financial statements. Any of these circumstances could have a material adverse effect on our Financial Performance.

***Our joint venture investments could be materially and adversely affected by lack of sole decision making authority, reliance on co-venturers' financial condition and disputes between us and our co-venturers.***

We have co-invested, and we may co-invest in the future, with third parties through partnerships, joint ventures or other entities, acquiring noncontrolling interests in or sharing responsibility for managing the affairs of land acquisition and/or developments. We will not be in a position to exercise sole decision-making authority regarding the land acquisitions and/or developments undertaken by our current joint ventures and any future joint ventures in which we may co-invest, and our investment may be illiquid due to our lack of control. Investments in partnerships, joint ventures or other entities may, under certain circumstances, involve risks not present when a third-party is not involved, including the possibility that partners or co-venturers might become bankrupt, fail to fund their share of required capital contributions or otherwise meet their contractual obligations, make poor business decisions or block or delay necessary decisions. Partners or co-venturers may have economic or other business interests or goals which are inconsistent with our business interests or goals, and may be in a position to take actions contrary to our policies or objectives. Such investments may also have the potential risk of impasses on decisions, such as a sale, because neither we nor the partner or co-venturer would have full control over the partnership or joint venture. Disputes between us and partners or co-venturers may result in litigation or arbitration that would increase our

expenses and prevent our officers and/or directors from focusing their time and effort on our business. In addition, we may in certain circumstances be liable for the actions of its third-party partners or co-venturers.

### **Risks Related to Ownership of Our Common Stock**

***We do not intend to pay dividends on our common stock for the foreseeable future.***

We currently intend to retain our future earnings, if any, to finance the development and expansion of our business and, therefore, do not intend to pay cash dividends on our common stock for the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, legal requirements, restrictions contained in any financing instruments and such other factors as our board of directors deems relevant. Accordingly, stockholders may need to sell their shares of our common stock to realize a return on their investment, and stockholders may not be able to sell their shares at or above the price they paid for them.

***Future sales of our common stock or other securities convertible into our common stock could cause the market value of our common stock to decline and could result in dilution of stockholders' shares.***

Our board of directors is authorized, without stockholder approval, to cause us to issue additional shares of our common stock or to raise capital through the issuance of preferred stock (including equity or debt securities convertible into common stock), options, warrants and other rights, on terms and for consideration as our board of directors in its sole discretion may determine. Sales of substantial amounts of our common stock could cause the market price of our common stock to decrease significantly. We cannot predict the effect, if any, of future sales of our common stock, or the availability of our common stock for future sales, on the value of our common stock.

***Future offerings of debt securities, which would rank senior to our common stock in the event of our bankruptcy or liquidation, and future offerings of equity securities that may be senior to our common stock for the purposes of dividend and liquidating distributions, may adversely affect the market price of our common stock.***

In the future, we may make additional offerings of debt securities or additional offerings of equity securities. Upon bankruptcy or liquidation, holders of our debt securities and shares of preferred stock and lenders with respect to other borrowings will receive a distribution of our available assets prior to the holders of our common stock. Additional equity offerings may dilute the holdings of our existing stockholders or reduce the market price of our common stock, or both. Our preferred stock, if issued, could have a preference on liquidating distributions or a preference on dividend payments or both that could limit our ability to make a dividend distribution to the holders of our common stock. Our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control. As a result, we cannot predict or estimate the amount, timing or nature of our future offerings, and purchasers of our common stock bear the risk of our future offerings reducing the market price of our common stock and diluting their ownership interest in our company.

***Non-U.S. holders may be subject to United States federal income tax on gain realized on the sale or disposition of shares of our common stock.***

We believe that we are, and will remain, a "United States real property holding corporation" for United States federal income tax purposes. As a result, a non-U.S. holder generally will be subject to United States federal income tax on any gain realized on a sale or disposition of shares of our common stock unless our common stock is regularly traded on an established securities market (such as the NYSE) and such non-U.S. holder did not actually or constructively hold more than 5% of our common stock at any time during the shorter of (a) the five-year period preceding the date of the sale or disposition and (b) the non-U.S. holder's holding period in such stock. A non-U.S. holder also will be required to file a United States federal income tax return for any taxable year in which it realizes a gain from the disposition of our common stock that is subject to United States federal income tax. A purchaser of the stock in a United States real property holding corporation from a non-U.S. holder generally will be required to withhold and remit to the Internal Revenue Service (the "IRS") 15% of the purchase price. However, a purchaser of our stock from a non-U.S. holder will generally not be required to withhold tax on the sale if our common stock is regularly traded on an established securities market (such as the NYSE), even if the non-U.S. transferor holds or has held more than 10% of our common stock and thus is taxed on any gain under the rules described above.

No assurance can be given that our common stock will remain regularly traded on an established securities market in the future. Non-U.S. holders should consult their tax advisors concerning the consequences of disposing of shares of our common stock.

*There is no assurance that the existence of a stock repurchase program will result in repurchases of our common stock or enhance long term stockholder value, and repurchases, if any, could affect our stock price and increase its volatility and will diminish our cash reserves.*

On December 18, 2024, our board of directors approved a share repurchase program (the “2025 Repurchase Program”), authorizing the repurchase of shares of common stock with an aggregate value of up to \$250 million through December 31, 2025. Purchases of common stock pursuant to the 2025 Repurchase Program may be made in open market transactions effected through a broker-dealer at prevailing market prices, in block trades, or by other means in accordance with federal securities laws, including pursuant to any trading plan that may be adopted in accordance with Rule 10b5-1 under the Exchange Act. We are not obligated under the 2025 Repurchase Program to repurchase any specific number or dollar amount of shares of common stock, and we may modify, suspend or discontinue the 2025 Repurchase Program at any time. Our management will determine the timing and amount of repurchase in its discretion based on a variety of factors, such as the market price of our common stock, corporate requirements, general market economic conditions, legal requirements and applicable tax effects.

Repurchases pursuant to any stock repurchase program we adopt in the future could affect our stock price and increase its volatility and will reduce the market liquidity for our stock. The existence of a stock repurchase program could also cause our stock price to be higher than it would be in the absence of such a program. Additionally, these repurchases will diminish our cash reserves and may subject us to additional taxes, which could impact our ability to pursue possible future strategic opportunities and acquisitions and would result in lower overall returns on our cash balances. There can be no assurance that any stock repurchases will, in fact, occur, or, if they occur, that they will enhance stockholder value. Although stock repurchase programs is intended to enhance long term stockholder value, short-term stock price fluctuations could reduce the effectiveness of these repurchases.

**Item 1B. Unresolved Staff Comments**

Not applicable.

**Item 1C. Cybersecurity**

We maintain a cybersecurity program that is designed to protect our information, and that of our customers, against cybersecurity threats that may result in material adverse effects on the confidentiality, integrity, and availability of our information systems. We have implemented a comprehensive risk-based approach to identifying, preventing, and mitigating cybersecurity threats and incidents, while also implementing controls and procedures that provide for the prompt escalation of certain cybersecurity incidents so that decisions regarding the public disclosure and reporting of such incidents can be made by management in a timely manner.

Our Risk Assessment Committee, which is comprised of individuals from our executive leadership team as well as our information technology, risk management, and internal audit departments, meets periodically to discuss our exposure to cyber risks as well as our efforts to mitigate the potential impact of such risks to our business or otherwise transfer such risk, including through the use of insurance products. Additionally, as part of our risk-based approach to cybersecurity:

- our information technology systems and internal controls undergo annual audit;
- we conduct annual penetration testing in consultation with a third-party consultant to assess any vulnerabilities in our systems and utilize the results to evaluate and remediate any identified issues;
- we conduct tabletop exercises in consultation with third-party consultants to enhance our readiness and response strategies in safeguarding against potential threats to our data, information technology systems, and critical business functions;
- we perform daily vulnerability scans of all computers within our system;
- we use single sign-on and multi-factor authentication;
- we conduct diligence on, and seek engagements of, sophisticated, cloud-based third-party service providers for critical functions;
- we have implemented a zero-trust security model with group-based access to resources on our network;
- we monitor applicable privacy and data protection laws and regulations and implement changes, as necessary, to remain in compliance;
- we maintain cyber liability and crime insurance policies;

- we maintain an alternate recovery site and immutable backups of the files on our systems to aid in the recovery of our data and for operational continuity, in the event of an incident or incursion;
- our employees participate in mandatory cybersecurity training, including a recurring cyber-phishing awareness campaign designed to assess our employees' awareness of and responses to phishing requests; and
- we distribute a quarterly cybersecurity newsletter to all employees.

We also maintain a written Cyber Security Policy that establishes a framework for how we respond to data breaches, cyber attacks, and other security incidents, and discusses our employees' obligations with respect thereto. We maintain additional policies, including regarding the establishment of physical and environmental security requirements for protection of our information assets and security measures taken to protect privileged accounts with access to critical resources, sensitive data, and system configurations. Further, we have adopted a Cyber Security Incident Response Plan that applies in the event of a cybersecurity threat or incident (the "IRP") to provide a standardized framework for responding to security incidents. The IRP sets out a coordinated approach to responding to, containing, investigating, documenting, and mitigating incidents.

Due to evolving cybersecurity threats, it has been and will continue to be difficult to prevent, detect, mitigate, and remediate cybersecurity incidents. We also rely on information technology and third-party vendors to support our operations, including our secure processing of personal, confidential, sensitive, proprietary, and other types of information. Despite ongoing efforts to continued improvement of our and our vendors' ability to protect against cyber incidents, we may not be able to protect all information systems, and such incidents may lead to reputational harm, revenue and client loss, legal actions, statutory penalties, among other consequences. Risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, have not materially affected us, including our business strategy, results of operations, or financial condition. While we have not experienced any material cybersecurity incidents, there can be no guarantee that we will not be the subject of future successful attacks, threats, or incidents or that we will be successful in mitigating the consequences of any such incidents. A cybersecurity incident could materially and adversely affect our business strategy, results of operations, or financial condition due to a loss, or loss of access to, our funds, reputational damage, a loss of customers and related revenues, and/or the institution of governmental enforcement actions or civil litigation against us. Additional information on cybersecurity risks we face can be found in Part I, Item 1A "Risk Factors" of this report under the heading "Risks Related to Our Business," which should be read in conjunction with the foregoing information.

Our Board has delegated the primary responsibility to oversee cybersecurity matters to our Audit Committee. Our Board and Audit Committee regularly review the measures implemented to identify and mitigate data protection and cybersecurity risks. As part of such reviews, our Board and Audit Committee receive reports and presentations from team members responsible for overseeing our cybersecurity risk management, including our Chief Information Officer (CIO), which address a wide range of topics, including recent developments, evolving standards, vulnerability assessments, third-party and independent reviews, the threat environment, technological trends, and information security considerations arising with respect to our peers and third parties. We have implemented protocols by which certain cybersecurity incidents are escalated internally and, where appropriate, reported timely to our Board and Audit Committee.

At the management level, our CIO, certain directors on our information technology team, and our director of risk management, in consultation with our senior management team, have broad oversight of our cyber risk management processes. Our information technology team regularly discusses the risk management measures implemented by us to identify and mitigate data protection and cybersecurity risks. Our CIO joined the Company in 2024 and has extensive cybersecurity knowledge and skills gained from over three decades of experience in technology management, product management, strategic planning, and team leadership. She leads the team responsible for implementing, monitoring, and maintaining cybersecurity and data protection practices across our business and reports directly to our Executive Vice President and Chief Marketing Officer. Our CIO and her team continue to implement, monitor, and maintain our cybersecurity program and provides reports on cybersecurity threats to management on an ongoing basis. In conjunction with management, this team regularly reviews our risk management measures to identify and mitigate data protection and cybersecurity risks and also works closely with our legal team to oversee compliance with legal, regulatory, and contractual security requirements.

## **Item 2. Properties**

We lease our principal executive office located in Incline Village, Nevada and our corporate offices located in Irvine, California. Our homebuilding division offices and financial services operations are located in leased space in the markets where we conduct business.

We believe that such properties, including the equipment located therein, are suitable and adequate to meet the needs of our businesses.

**Item 3. Legal Proceedings**

Lawsuits, claims and proceedings have been and may be instituted or asserted against us in the normal course of business, including actions brought on behalf of various classes of claimants. We are also subject to local, state and federal laws and regulations related to land development activities, house construction standards, sales practices, employment practices, environmental protection and financial services. As a result, we are subject to periodic examinations or inquiry by agencies administering these laws and regulations.

We record a reserve for potential legal claims and regulatory matters when they are probable of occurring and a potential loss is reasonably estimable. We accrue for these matters based on facts and circumstances specific to each matter and revise these estimates when necessary. In view of the inherent difficulty of predicting outcomes of legal claims and related contingencies, we generally cannot predict their ultimate resolution, related timing or eventual loss. Accordingly, it is possible that the ultimate outcome of any matter, if in excess of a related accrual or if no accrual was made, could be material to our financial statements. See Note 13, *Commitments and Contingencies*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K.

**Item 4. Mine Safety Disclosures**

Not applicable.

## PART II.

### **Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

Our common stock is listed on the NYSE under the ticker symbol “TPH”.

#### **Issuer Purchases of Equity Securities**

On December 18, 2024, we announced the approval of a share repurchase program (the “Repurchase Program”), which replaced the stock repurchase program that the Board of Directors authorized in December 2023. The Repurchase Program authorized the repurchase of up to \$250 million of common stock through December 31, 2025. On July 23, 2025, our board of directors authorized the repurchase of up to an additional \$50 million of common stock pursuant to the Repurchase Program, increasing the aggregate value of shares of common stock authorized to be repurchased under the Repurchase Program from \$250 million to \$300 million.

During the three months ended December 31, 2025, under the Repurchase Program, we repurchased 1,575,362 shares of common stock at an average price of \$32.53 for an aggregate dollar amount of \$51.2 million. For the year ended December 31, 2025, under the Repurchase Program, we repurchased 8,550,822 shares of common stock at an average price of \$32.42 for an aggregate dollar amount of \$277.2 million. All shares repurchased in 2025 were under the Repurchase Program, leaving \$22.8 million of shares remaining to be purchased under the Repurchase Program as of December 31, 2025.

Purchases of common stock pursuant to the Repurchase Program may be made in open market transactions effected through a broker-dealer at prevailing market prices, in block trades, or by other means in accordance with federal securities laws, including pursuant to any trading plan that may be adopted in accordance with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. The Company is not obligated under the Repurchase Program to repurchase any specific number or dollar amount of shares of common stock, and it may modify, suspend, or discontinue the Repurchase Program at any time. Company management will determine the timing and amount of any repurchases in its discretion based on a variety of factors, such as the market price of the Company’s common stock, corporate requirements, general market economic conditions, legal requirements, and applicable tax effects.

During the three months ended December 31, 2025, we repurchased the following shares pursuant to our Repurchase Program:

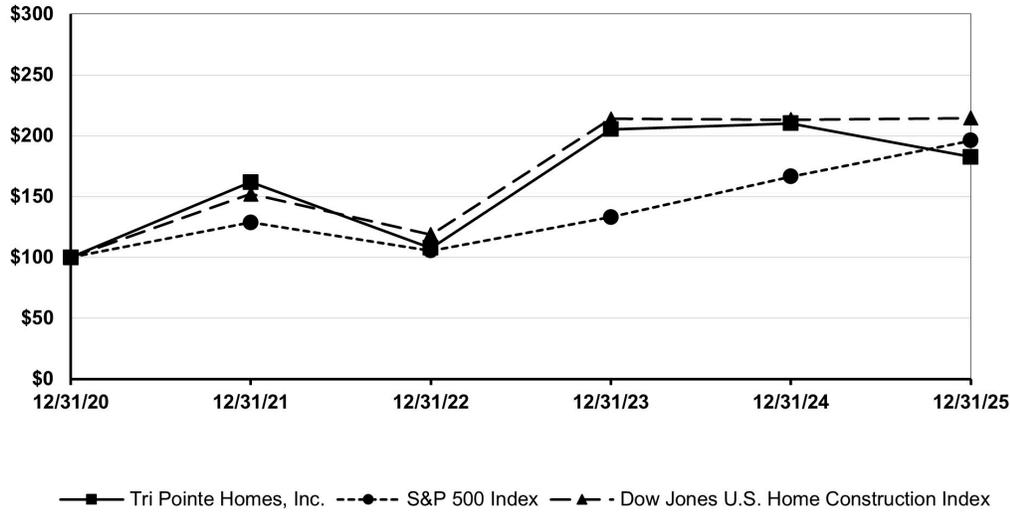
	<b>Total number of shares purchased</b>	<b>Average price paid per share</b>	<b>Total number of shares purchased as part of publicly announced program</b>	<b>Approximate dollar value of shares that may yet be purchased under the program</b>
October 1, 2025 to October 31, 2025	173,969	\$ 32.52	173,969	\$ 68,409,351
November 1, 2025 to November 30, 2025	873,453	\$ 31.80	873,453	\$ 40,636,619
December 1, 2025 to December 31, 2025	527,940	\$ 33.75	527,940	\$ 22,821,201
Total	<u>1,575,362</u>	\$ 32.53	<u>1,575,362</u>	

#### **Stockholder Return Performance Graph**

The following performance graph shows a comparison of the cumulative total returns to stockholders of the Company, as compared with the Standard & Poor’s 500 Composite Stock Index and the Dow Jones U.S. Home Construction Index.

### Comparison of Cumulative Total Return

Among Tri Pointe Homes, Inc., the S&P 500 Index, and the Dow Jones U.S. Home Construction Index



The above graph is based upon common stock and index prices calculated as of the dates indicated. The Company's common stock closing price on December 31, 2025 was \$31.47 per share. The stock price performance of the Company's common stock depicted in the graph above represents past performance only and is not necessarily indicative of future performance.

As of February 10, 2026, we had 54 holders of record of our common stock. We have not paid any dividends on our common stock and currently intend to retain any future earnings to finance the development and expansion of our business and, therefore, do not intend to pay cash dividends on our common stock for the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, legal requirements, restrictions contained in any financing instruments and such other factors as our board of directors deems relevant. Accordingly, stockholders may need to sell their shares of our common stock to realize a return on their investment, and stockholders may not be able to sell their shares at or above the price they paid for them. See Part I, Item 1A, "Risk Factors—Risks Related to Ownership of Our Common Stock—We do not intend to pay dividends on our common stock for the foreseeable future" of this annual report on Form 10-K.

**Item 6.** [Reserved]

## **Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations**

*The following should be read in conjunction with the sections of this annual report on Form 10-K entitled “Risk Factors,” “Cautionary Note Concerning Forward-Looking Statements,” “Selected Financial Data,” “Business” and our consolidated financial statements and related notes thereto included elsewhere in this annual report on Form 10-K. This discussion contains forward-looking statements reflecting current expectations that involve risks and uncertainties. Actual results and the timing of events may differ materially from those contained in these forward-looking statements due to a number of factors, including those discussed in the sections entitled “Risk Factors” and “Legal Proceedings” elsewhere in this annual report on Form 10-K.*

### **Overview and Outlook**

We remain optimistic about the long-term outlook for the housing industry, supported by strong underlying fundamentals, a persistent structural supply–demand imbalance, and favorable demographic trends as Millennials and Gen Z enter their prime home buying years. Over time, housing production has not kept pace with population growth and household formation, reinforcing the need for new supply. In the near term, demand softness is being driven primarily by consumer sentiment rather than underlying employment or household formation fundamentals. While inventory levels have modestly increased and sales activity remains subdued, we believe the market remains fundamentally stable and positioned for improvement as sentiment normalizes.

We are actively navigating the current environment by moderating spec inventory, aligning starts more closely with demand, and managing risk at the market level. We continue to use targeted incentives selectively to support sales activity, with an emphasis on preserving long-term pricing discipline. Our market-by-market approach to price-versus-pace decisions remains critical as conditions shift. Importantly, we continue to execute on our growth strategy by scaling three startup divisions while generating strong and consistent cash flow from our established markets, creating a balanced portfolio that supports financial flexibility and long-term value creation across cycles.

Heading into 2026, our priorities remain operational efficiency, sustainable growth, and strategic expansion. Easing supply chain disruptions have helped reduce production costs and improve cycle times. With a strong balance sheet and disciplined capital allocation, we are confident in our ability to deliver long-term value to our stockholders. Our approach focuses on balanced inventory management and prioritizing return-generating uses of cash, which enables us to optimize short-term performance while laying the foundation for sustained growth and stability in the long term.

On February 13, 2026, we entered into the Merger Agreement with Sumitomo and Merger Sub providing for the merger of Merger Sub with and into the Company, with the Company continuing as the surviving corporation. We have incurred and expect to incur further certain significant costs in connection with the Merger, including but not limited to legal, accounting, financial advisory, printing and other professional services fees, as well as other customary payments. We currently expect consummation of the Merger, which remains subject to stockholder and regulatory approvals, as well as other customary closing conditions, in the second quarter of 2026. See Part I, Item 1 “Business” and Item 1A, “Risk Factors” above.

In the 2025 fiscal year, we achieved home sales revenue of \$3.4 billion, and our homebuilding gross margin percentage was 21.0%, while total sales and general and administrative expense as a percentage of home sales revenue increased to 12.6%. These results led to net income available to common stockholders of \$241.1 million, or diluted earnings per share of \$2.72. During the year we continued to execute on our stock repurchase program, repurchasing 8,550,822 shares of common stock at an average price of \$32.42 for an aggregate dollar amount of \$277.2 million, resulting in an 8.6% year-over-year reduction in our shares outstanding. New order volumes and absorption rates were challenged throughout the year as consumer sentiment fluctuated amid elevated policy uncertainty and market volatility. As we continue to navigate the current housing cycle, we remain focused on optimizing capital returns while selectively utilizing strategic incentives to support demand and sustain long-term performance.

Our balance sheet remains strong, as we ended 2025 with \$1.8 billion in total liquidity, including cash of \$982.8 million and \$798.1 million of availability under our unsecured revolving credit facility. During 2025, we generated \$161.5 million in net cash provided by operating activities, further strengthening our liquidity position. This balance sheet strength provides us with the financial flexibility to meet our obligations, manage through periods of market volatility, and maintain a disciplined approach to capital deployment as conditions evolve.

*Consolidated Financial Data (in thousands, except share and per share amounts):*

	Year Ended December 31,		
	2025	2024	2023
<b>Homebuilding:</b>			
Home sales revenue	\$ 3,363,814	\$ 4,386,447	\$ 3,654,035
Land and lot sales revenue	31,844	33,064	12,197
Other operations revenue	3,244	3,162	2,971
Total revenues	3,398,902	4,422,673	3,669,203
Cost of home sales	2,657,351	3,363,881	2,838,513
Cost of land and lot sales	29,890	30,591	12,083
Other operations expense	3,174	3,061	2,894
Sales and marketing	193,784	216,518	184,388
General and administrative	230,070	256,038	217,994
Homebuilding income from operations	284,633	552,584	413,331
Equity in income (loss) of unconsolidated entities	2,526	361	(97)
Other income, net	29,439	39,640	39,446
Homebuilding income before income taxes	316,598	592,585	452,680
<b>Financial Services:</b>			
Revenues	71,802	70,197	46,001
Expenses	54,622	45,914	31,322
Equity in income of unconsolidated entities	—	—	—
Financial services income before income taxes	17,180	24,283	14,679
<b>Income before income taxes</b>	<b>333,778</b>	<b>616,868</b>	<b>467,359</b>
Provision for income taxes	(92,785)	(158,898)	(118,164)
Net income	240,993	457,970	349,195
Net loss (income) attributable to noncontrolling interests	95	59	(5,493)
Net income available to common stockholders	\$ 241,088	\$ 458,029	\$ 343,702
<b>Earnings per share</b>			
Basic	\$ 2.73	\$ 4.87	\$ 3.48
Diluted	\$ 2.72	\$ 4.83	\$ 3.45
<b>Weighted average shares outstanding</b>			
Basic	88,172,175	93,985,551	98,679,477
Diluted	88,695,831	94,912,589	99,695,662

**Year Ended December 31, 2025 Compared to Year Ended December 31, 2024**

*Net New Home Orders, Average Selling Communities and Monthly Absorption Rates by Segment*

	Year Ended December 31, 2025			Year Ended December 31, 2024			Percentage Change		
	Net New Home Orders	Average Selling Communities	Monthly Absorption Rates	Net New Home Orders	Average Selling Communities	Monthly Absorption Rates	Net New Home Orders	Average Selling Communities	Monthly Absorption Rates
West	2,123	69.0	2.6	3,140	71.6	3.7	(32)%	(4)%	(30)%
Central	1,461	60.4	2.0	1,707	61.6	2.3	(14)%	(2)%	(13)%
East	708	21.1	2.8	810	17.2	3.9	(13)%	23 %	(28)%
Total	4,292	150.5	2.4	5,657	150.4	3.1	(24)%	— %	(23)%

Net new home orders for the year ended December 31, 2025 decreased 24% to 4,292, compared to 5,657 for the prior year. The decrease in net new home orders was due to a 23% decrease in monthly absorption rate, while average selling communities were flat. During 2025, we opened 59 communities, compared to 55 in 2024. Although mortgage rates moderated at various points during 2025, consumer sentiment remained volatile, and elevated home prices continued to constrain affordability. As a result, a full normalization of buyer engagement has not yet occurred. While housing supply increased compared to 2024, a structural imbalance between supply and demand persists, which partially offset affordability pressures associated with elevated mortgage rates and significant home price appreciation over the past several years.

Our West segment reported an 32% decrease in net new home orders due to a 30% decrease in monthly absorption rates and a 4% decrease in average selling communities. The decline in monthly absorption rates was experienced across all markets within the West segment, reflecting softer demand conditions and elongated sales cycles. The decrease in average selling communities was primarily attributable to moderated growth expectations in the West, which comprises many of our more mature markets that are now operating closer to optimal scale. Our Central segment reported a 14% decrease in net new home orders due to a 13% decrease in monthly absorption rates and a 2% decrease in average selling communities. While Texas continues to represent a key portion of our Central operations, elevated inventory levels in both the resale and new home markets have contributed to softer buyer demand, as the region continues to experience a period of market stabilization. Despite a modest year-over-year decline in average selling communities, the Central segment remains a key growth focus for the Company. During 2025, we opened 17 communities in the Central segment, compared to 13 in the prior year. We continue to see long-term growth opportunities in the region as we expand into Utah and build additional scale across our Texas markets. Our East segment reported a 13% decrease in net new home orders due to a 28% decrease in monthly absorption rates and a 23% increase in average selling communities. Market conditions in the East were generally consistent with broader company trends, reflecting a housing environment characterized by cautious consumer sentiment and variable demand. During the period, we opened 14 communities compared to 10 in the prior year, demonstrating continued investment in the region. While near-term demand remains pressured, we continue to view the East as a key long-term growth market for the company.

**Backlog Units, Backlog Dollar Value and Average Sales Price by Segment (dollars in thousands)**

	As of December 31, 2025			As of December 31, 2024			Percentage Change		
	Backlog Units	Backlog Dollar Value	Average Sales Price	Backlog Units	Backlog Dollar Value	Average Sales Price	Backlog Units	Backlog Dollar Value	Average Sales Price
West	424	\$ 360,647	\$ 851	807	\$ 653,064	\$ 809	(47)%	(45)%	5 %
Central	260	161,398	621	472	281,377	596	(45)%	(43)%	4 %
East	178	148,093	832	238	230,161	967	(25)%	(36)%	(14)%
Total	862	\$ 670,138	\$ 777	1,517	\$ 1,164,602	\$ 768	(43)%	(42)%	1 %

Backlog units reflect the number of homes, net of actual cancellations experienced during the period, for which we have entered into a sales contract with a homebuyer but for which we have not yet delivered the home. Homes in backlog are generally delivered within seven to ten months from the time the sales contract is entered into, although we may experience cancellations of sales contracts prior to delivery. Our cancellation rate of homebuyers who contracted to buy a home but did not close escrow (as a percentage of overall orders) was 12% and 10% for the years ended December 31, 2025 and 2024, respectively. The dollar value of backlog was approximately \$670.1 million as of December 31, 2025, a decrease of \$494.5 million, or 42%, compared to \$1.2 billion as of December 31, 2024. This decrease was due to a decrease in backlog units of 655, or 43%, to 862 as of December 31, 2025, compared to 1,517 as of December 31, 2024, offset to an extent by the 1% increase in average sales price in backlog to \$777,000. While we aim to build backlog at year-end to support future deliveries, we have entered the period with a comfortable level of homes available for sale, which could offset a portion of the backlog decline. The availability of these homes allows us to address buyer demand on shorter timelines and helps mitigate the impact of lower backlog levels on future deliveries.

Backlog dollar value in our West segment decreased 45% compared to the prior year as a result of a 47% decrease in backlog units, offset by a 5% increase in average sales price. The decrease in backlog units was largely due to the 32% decrease in net new home orders during the year, as well as a lower backlog entering 2025, with backlog units down 31% year-over-year at the start of the period. Backlog dollar value in our Central segment decreased 43% compared to the prior year due to a 45% decrease in backlog units, offset by a 4% increase in average sales price. The decrease in backlog units was due primarily to the 14% decrease in net new home orders we experienced in 2025, as well as a lower backlog entering 2025, with backlog units down 37% year-over-year at the start of the period. Backlog dollar value in our East segment decreased by 36% due to a 25% decrease in backlog units and a 14% decrease in average sales price. The decrease in backlog units was largely due to the 13% decrease in net new home orders we experienced in 2025, as well as lower backlog entering 2025, with backlog units down by 39%.

***New Homes Delivered, Homes Sales Revenue and Average Sales Price by Segment (dollars in thousands)***

	Year Ended December 31, 2025			Year Ended December 31, 2024			Percentage Change		
	New Homes Delivered	Home Sales Revenue	Average Sales Price	New Homes Delivered	Home Sales Revenue	Average Sales Price	New Homes Delivered	Home Sales Revenue	Average Sales Price
West	2,506	\$ 1,886,728	\$ 753	3,511	\$ 2,641,125	\$ 752	(29)%	(29)%	— %
Central	1,673	924,290	552	1,989	1,127,972	567	(16)%	(18)%	(3)%
East	768	552,796	720	960	617,350	643	(20)%	(10)%	12 %
Total	4,947	\$ 3,363,814	\$ 680	6,460	\$ 4,386,447	\$ 679	(23)%	(23)%	— %

Home sales revenue decreased \$1.0 billion, or 23%, to \$3.4 billion for the year ended December 31, 2025. The decrease was fully comprised of 23% decrease in new homes delivered to 4,947, while average sales price of new homes delivered remained flat at \$680,000. The decrease in deliveries was primarily due to a 35% decrease in backlog units entering 2025 compared to the prior year, as well as weaker order activity during the current year, both of which reflected softer consumer demand and resulted in fewer homes available for delivery.

Home sales revenue in our West segment decreased 29% due to a 29% decrease in new homes delivered on a flat average sales price. The decrease in deliveries was primarily attributable to a 31% reduction in backlog units at the beginning of the year compared to the prior-year period, as well as lower net new home order activity during the year. Home sales revenue in our Central segment decreased 18% due to a 16% decrease in new homes delivered in addition to a 3% decrease in average sales price. This decrease was driven by a 37% decrease in backlog units at the start of the year compared to the prior-year period, as well as lower net new home order activity during the year. Home sales revenue in our East segment decreased by 10% due to a 20% decrease in new homes delivered, offset some by a 12% increase in average sales price. Backlog units at the start of the year were 39% lower than the prior-year period, which was the primary driver of lower new homes delivered.

***Homebuilding Gross Margins (dollars in thousands)***

	Year Ended December 31,			
	2025	%	2024	%
Home sales revenue	\$ 3,363,814	100.0 %	\$ 4,386,447	100.0 %
Cost of home sales	2,657,351	79.0 %	3,363,881	76.7 %
Homebuilding gross margin	706,463	21.0 %	1,022,566	23.3 %
Add: interest in cost of home sales	105,376	3.1 %	148,547	3.4 %
Add: impairments and lot option abandonments	36,399	1.1 %	4,157	0.1 %
Adjusted homebuilding gross margin <sup>(1)</sup>	\$ 848,238	25.2 %	\$ 1,175,270	26.8 %
Homebuilding gross margin percentage	21.0 %		23.3 %	
Adjusted homebuilding gross margin percentage <sup>(1)</sup>	25.2 %		26.8 %	

<sup>(1)</sup> Non-GAAP financial measure (as discussed below).

Our homebuilding gross margin percentage decreased to 21.0% for the year ended December 31, 2025, as compared to 23.3% for the year ended December 31, 2024. The year-over-year decline was primarily driven by \$31.1 million of inventory impairment charges, which impacted gross margin by approximately 90 basis points. In addition, the current year margin reflects higher incentives, as we continue to adjust price and pace at the local market level to align with evolving demand dynamics. As affordability pressures persist, we continue to calibrate our pricing strategies, sales pace, and the use of incentives to support absorption while protecting returns. Excluding interest and impairments and lot option abandonments in cost of home sales, adjusted homebuilding gross margin percentage was 25.2% for the year ended December 31, 2025 compared to 26.8% for the prior year.

Adjusted homebuilding gross margin is a non-GAAP financial measure. We believe this information is meaningful as it isolates the impact that leverage and non-cash charges have on homebuilding gross margin and permits investors to make better comparisons with our competitors, who adjust gross margins in a similar fashion. See the table above reconciling this non-GAAP financial measure to homebuilding gross margin, the nearest GAAP equivalent.

***Sales and Marketing, General and Administrative Expense (dollars in thousands)***

	Year Ended December 31,		As a Percentage of Home Sales Revenue	
	2025	2024	2025	2024
Sales and marketing	\$ 193,784	\$ 216,518	5.8 %	4.9 %
General and administrative (G&A)	230,070	256,038	6.8 %	5.8 %
Total sales and marketing and G&A	\$ 423,854	\$ 472,556	12.6 %	10.8 %

Sales and marketing expense as a percentage of home sales revenue increased to 5.8% for the year ended December 31, 2025 from 4.9% for the year ended December 31, 2024. This increase was largely due to the 23% decrease in home sales revenue, which negatively impacted our fixed cost leverage. Sales and marketing expense decreased to \$193.8 million for the year ended December 31, 2025 compared to \$216.5 million in the prior year. The decrease was largely attributable to fewer broker and internal commissions, as these variable costs are directly tied to home sales activity and declined in line with lower revenue.

General and administrative expense as a percentage of home sales revenue increased to 6.8% for the year ended December 31, 2025 from 5.8% for the year ended December 31, 2024. This increase was due primarily to reduced leverage on our fixed components of G&A expenses, which is directly associated with the lower home sales revenue in the current-year period, which was down 23%. General and administrative expense decreased by \$26.0 million to \$230.1 million for the year ended December 31, 2025 from \$256.0 million for the year ended December 31, 2024. The decrease in general and administrative expenses is primarily related to lower employee costs.

Total sales and marketing and G&A (“SG&A”) expense decreased \$48.7 million, or 10.3%, to \$423.9 million for the year ended December 31, 2025 from \$472.6 million in the prior year. SG&A as a percentage of home sales revenue increased to 12.6% of home sales revenue for the year ended December 31, 2025 from 10.8% for the year ended December 31, 2024.

***Interest***

Interest, which was incurred principally to finance land acquisitions, land development and home construction, totaled \$81.5 million and \$114.9 million for the years ended December 31, 2025 and 2024, respectively. The decrease in 2025 was driven primarily by a lower interest burden following the redemption of our \$450 million 2024 Senior Notes in May 2024. This decrease was partially offset by a \$200 million increase in borrowings under our term loan facility in September 2025.

***Other Income, Net***

Other income, net for the years ended December 31, 2025 and 2024 was income of \$29.4 million and \$39.6 million, respectively, with both amounts primarily driven by interest income from our existing cash balances.

***Income Tax***

For the year ended December 31, 2025, we have recorded a tax provision of \$92.8 million based on an effective tax rate of 27.8%. For the year ended December 31, 2024, we recorded a tax provision of \$158.9 million based on an effective tax rate of 25.8%. The difference between our effective tax rate for the years ended December 31, 2025 and 2024 and the federal statutory rate was primarily due to state income tax expense, federal energy tax credits, and non-deductible executive and share-based compensation.

***Financial Services Segment***

Income before income taxes from our financial services operations decreased to \$17.2 million for the year ended December 31, 2025, compared to \$24.3 million for the prior-year period. This decrease in income from financial services is due primarily to lower new home deliveries and reduced home sales revenue, which resulted in fewer financial services available for capture.

The following table presents selected financial information for Tri Pointe Connect, our mortgage financing operations, excluding brokered loan originations (dollars in thousands):

	Year Ended December 31, 2025	Year Ended December 31, 2024
<b>Total Originations:</b>		
Loans	2,795	1,262
Principal	\$ 1,493,710	\$ 633,538
<b>Mortgage Loan Origination Product Mix:</b>		
Government (FHA, VA, USDA)	18 %	8 %
Other agency	82 %	92 %
Total agency	100 %	100 %
<b>Loan Type:</b>		
Fixed rate	95 %	100 %
ARM	5 %	— %
<b>Credit Quality:</b>		
Average FICO score	755	761
<b>Other Data:</b>		
Average combined LTV ratio	79 %	77 %
Full documentation loans	100 %	100 %

<b>Loans Sold to Third Parties:</b>		
Loans	2,835	1,239
Principal	\$ 1,507,215	\$ 620,606

#### *Lots Owned or Controlled by Segment*

Lots owned or controlled include our share of lots controlled from our unconsolidated land development joint ventures. Investments in joint ventures are described in Note 6, *Investments in Unconsolidated Entities*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K. The table below summarizes our lots owned or controlled by segment as of the dates presented:

	December 31,		Increase (Decrease)	
	2025	2024	Amount	%
<b>Lots Owned</b>				
West	8,629	9,475	(846)	(9)%
Central	5,188	5,437	(249)	(5)%
East	2,137	1,697	440	26 %
Total	15,954	16,609	(655)	(4)%
<b>Lots Controlled<sup>(1)</sup></b>				
West	3,864	4,949	(1,085)	(22)%
Central	8,017	9,841	(1,824)	(19)%
East	4,384	5,091	(707)	(14)%
Total	16,265	19,881	(3,616)	(18)%
<b>Total Lots Owned or Controlled<sup>(1)</sup></b>	<b>32,219</b>	<b>36,490</b>	<b>(4,271)</b>	<b>(12)%</b>

<sup>(1)</sup> As of December 31, 2025 and 2024, lots controlled included lots that were under land option contracts or purchase contracts. As of December 31, 2025 and 2024, lots controlled for Central include 5,356 and 5,816 lots, respectively, and

lots controlled for East include 0 and 14 lots, respectively, which represent our expected share of lots owned by our investments in unconsolidated land development joint ventures.

Total lots owned or controlled as of December 31, 2025 decreased 12% from the prior year, driven by an 18% decrease in lots controlled while lots owned decreased by 4%.

### **Year Ended December 31, 2024 Compared to Year Ended December 31, 2023**

Discussion and analysis of our 2024 fiscal year and the year-over-year comparison of our 2024 financial performance to our 2023 financial performance may be found in Part II, Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations in our annual report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 21, 2025, which is available in the “investors” portion of our internet website at [www.tripointehomes.com](http://www.tripointehomes.com) and the SEC’s website at [www.sec.gov](http://www.sec.gov). This omitted information is not incorporated by reference and is not a part of this annual report on Form 10-K.

### **Liquidity and Capital Resources**

#### ***Overview***

Our principal uses of capital for the year ended December 31, 2025 were operating expenses, share repurchases, land purchases, land development and home construction. We used funds generated by our operations to meet our short-term working capital requirements. We remain focused on generating positive margins in our homebuilding operations and acquiring desirable land positions in order to maintain a strong balance sheet and keep us poised for growth. As of December 31, 2025, we had \$982.8 million of cash and cash equivalents. We believe that we have sufficient cash and sources of financing for at least the next twelve months.

Our board of directors will consider a number of factors when evaluating our level of indebtedness and when making decisions regarding the incurrence of new indebtedness, including the purchase price of assets to be acquired with debt financing, the estimated market value of our assets and the ability of particular assets, and our company as a whole, to generate cash flow to cover the expected debt service.

#### ***Senior Notes***

In June 2020, Tri Pointe issued \$350.0 million aggregate principal amount of 5.700% Senior Notes due 2028 (the “2028 Notes”) at 100.00% of their aggregate principal amount. Net proceeds of this issuance were \$345.2 million, after debt issuance costs and discounts. The 2028 Notes mature on June 15, 2028 and interest is paid semiannually in arrears on June 15 and December 15 of each year until maturity.

In June 2017, Tri Pointe issued \$300.0 million aggregate principal amount of 5.250% Senior Notes due 2027 (the “2027 Notes”) at 100.00% of their aggregate principal amount. Net proceeds of this issuance were \$296.3 million, after debt issuance costs and discounts. The 2027 Notes mature on June 1, 2027 and interest is paid semiannually in arrears on June 1 and December 1 of each year until maturity.

Our outstanding Senior Notes contain covenants that restrict our ability to, among other things, create liens or other encumbrances, enter into sale and leaseback transactions, or merge or sell all or substantially all of our assets. These limitations are subject to a number of qualifications and exceptions. As of December 31, 2025, we were in compliance with the covenants required by our Senior Notes.

#### ***Loans Payable***

On April 30, 2025, we entered into a Fifth Modification Agreement (the “Fifth Modification”) to our Second Amended and Restated Credit Agreement dated as of March 29, 2019 (the “Credit Agreement”). The Fifth Modification, among other things, amends the Credit Agreement to (i) increase the maximum amount of the revolving credit facility (the “Revolving Facility”) under the Credit Agreement from \$750.0 million to \$850.0 million, with the ability to increase the aggregate amount of the Revolving Facility up to \$1.2 billion under certain circumstances, (ii) extend the maturity date of the Revolving Facility to April 30, 2030, (iii) permit three one-year extension requests for the maturity date of the Revolving Facility under certain circumstances, and (iv) modify certain financial covenants. Following the Fifth Modification, The Credit Facility (as defined below), consisted of an \$850 million revolving credit facility (the “Revolving Facility”) and a \$250 million term loan facility (the “Term Facility” and together with the Revolving Facility, the “Credit Facility”). The Term Facility was scheduled to mature on June 29, 2027 while the Revolving Facility matures on April 30, 2030. We may borrow under the Revolving Facility

in the ordinary course of business to repay senior notes and fund our operations, including our land acquisition, land development and homebuilding activities. Borrowings under the Revolving Facility will be governed by, among other things, a borrowing base. Interest rates under the Revolving Facility will be based on the Secured Overnight Financing Rate (“SOFR”), plus a spread ranging from 1.25% to 1.90%, depending on the Company’s leverage ratio. Interest rates under the Term Facility will be based on SOFR, plus a spread ranging from 1.10% to 1.85%, depending on the Company’s leverage ratio.

On September 18, 2025, we entered into a Sixth Modification Agreement (the “Sixth Modification”) to the Credit Agreement. The Sixth Modification increased the Term Facility from \$250.0 million to \$450.0 million and divided it into two tranches: (i) Term Facility Tranche A, which matures on September 29, 2027 and includes extension options for up to two additional one-year periods under certain conditions, and (ii) Term Facility Tranche B, which comprised \$10.0 million as of December 31, 2025 and continues to mature on June 29, 2027.

We had no outstanding debt under the Revolving Facility as of December 31, 2025 and 2024. As of December 31, 2025, we had \$450 million outstanding debt under the Term Facility with a variable interest rate of 4.9%. As of December 31, 2025 and 2024, there was \$7.2 million and \$3.6 million, of capitalized debt financing costs. These costs related to the Credit Facility will amortize over the remaining term of the Credit Facility and are included in other assets on our consolidated balance sheets. Accrued interest, including loan commitment fees, related to the Credit Facility was \$2.4 million and \$1.5 million as of December 31, 2025 and 2024, respectively.

At December 31, 2025 and 2024, we had outstanding letters of credit of \$51.9 million and \$55.6 million, respectively. These letters of credit were issued to secure various financial obligations. We believe it is not probable that any outstanding letters of credit will be drawn upon.

As of December 31, 2025, we had \$798.1 million of availability under the Credit Facility after considering the borrowing base provisions and outstanding letters of credit.

As of December 31, 2025, the Company had \$6.5 million outstanding under two seller-financed loans, compared with \$21.0 million outstanding under two such loans as of December 31, 2024. All seller-financed loans were used to acquire lots for the construction of homes. Principal on the existing loans are expected to be fully paid by the end of fiscal year 2026, provided certain achievements are met. One of the seller-financed loans, representing \$5.9 million of the total balance, accrues interest at an imputed interest rate of rate of 4.5% per annum. The second seller-financed loan represented \$600,000 of the total balance as of December 31, 2025.

As the Merger would otherwise trigger a change in control event of default under the Credit Facility, we intend seek the required consent of our lenders to the transaction prior to closing or, if we do not obtain such consent, terminate the Credit Facility and repay all outstanding amounts thereunder in connection with the closing of the Merger.

#### ***Mortgage Repurchase Facilities***

As of December 31, 2025, Tri Pointe Connect had two active Master Repurchase Agreements totaling \$200 million (“Repurchase Agreements”). The Repurchase Agreements contain various affirmative and negative covenants applicable to Tri Pointe Connect, including thresholds related to net worth, net income, liquidity, and profitability. As of December 31, 2025, Tri Pointe Connect had \$90.6 million of outstanding debt related to the Repurchase Agreements at a weighted-average interest rate of 5.7%, and \$109.4 million of remaining capacity under the Repurchase Agreements. Tri Pointe Connect was in compliance with all covenants and requirements as of December 31, 2025.

As the Merger would otherwise trigger a change in control event of default under each of the Repurchase Agreements, we intend to seek the required consent of our lenders to the transaction prior to closing or, if we do not obtain such consent, terminate the applicable Repurchase Agreement(s) and repay all outstanding amounts thereunder in connection with the closing of the Merger.

### *Covenant Compliance*

Under the Credit Facility, we are required to comply with certain financial covenants, including, but not limited to, those set forth in the table below (dollars in thousands):

<b>Financial Covenants</b>	<b>Actual at December 31, 2025</b>	<b>Covenant Requirement at December 31, 2025</b>
Consolidated Tangible Net Worth, as defined (Not less than \$1.58 billion plus 50% of net income and 50% of the net proceeds from equity offerings after March 31, 2022)	\$ 3,148,664	\$ 2,343,366
Leverage Test (Not to exceed 60%)	5.7 %	≤60%
Interest Coverage Test (Not less than 1.5:1.0)	6.4	≥1.5

The Credit Facility further requires that at least 95.0% of consolidated tangible net worth must be attributable to the Company and its guarantor subsidiaries, subject to certain grace periods.

As of December 31, 2025, we were in compliance with all of the above financial covenants.

### **Stock Repurchase Program**

On December 18, 2024, we announced the approval of a share repurchase program (the “Repurchase Program”), which replaced the stock repurchase program that the Board of Directors authorized in December 2023. The Repurchase Program authorized the repurchase of up to \$250 million of common stock through December 31, 2025. On July 23, 2025, our board of directors authorized the repurchase of up to an additional \$50 million of common stock pursuant to the Repurchase Program, increasing the aggregate value of shares of common stock authorized to be repurchased under the Repurchase Program from \$250 million to \$300 million.

During the three months ended December 31, 2025, under the Repurchase Program, we repurchased 1,575,362 shares of common stock at an average price of \$32.53 for an aggregate dollar amount of \$51.2 million. For the year ended December 31, 2025, under the Repurchase Program, we repurchased 8,550,822 shares of common stock at an average price of \$32.42 for an aggregate dollar amount of \$277.2 million. All shares repurchased in 2025 were under the Repurchase Program, leaving \$22.8 million of shares remaining to be purchased under the Repurchase Program as of December 31, 2025.

Purchases of common stock pursuant to the Repurchase Program may be made in open market transactions effected through a broker-dealer at prevailing market prices, in block trades, or by other means in accordance with federal securities laws, including pursuant to any trading plan that may be adopted in accordance with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. The Company is not obligated under the Repurchase Program to repurchase any specific number or dollar amount of shares of common stock, and it may modify, suspend, or discontinue the Repurchase Program at any time. Company management will determine the timing and amount of any repurchases in its discretion based on a variety of factors, such as the market price of the Company’s common stock, corporate requirements, general market economic conditions, legal requirements, and applicable tax effects.

### **Leverage Ratios**

We believe that our leverage ratios provide useful information to the users of our financial statements regarding our financial position and cash and debt management. The ratio of debt-to-capital and the ratio of net debt-to-net capital are calculated as follows (dollars in thousands):

	December 31, 2025	December 31, 2024
Loans payable	\$ 456,468	\$ 270,970
Senior notes	647,586	646,534
Mortgage repurchase facilities	90,570	104,098
Total debt	1,194,624	1,021,602
Less: mortgage repurchase facilities	(90,570)	(104,098)
Total homebuilding debt	1,104,054	917,504
Stockholders’ equity	3,315,834	3,335,710
Total capital	\$ 4,419,888	\$ 4,253,214
Ratio of homebuilding debt-to-capital(1)	25.0 %	21.6 %
Total homebuilding debt	\$ 1,104,054	\$ 917,504
Less: Cash and cash equivalents	(982,814)	(970,045)
Net homebuilding debt	121,240	(52,541)
Stockholders’ equity	3,315,834	3,335,710
Net capital	\$ 3,437,074	\$ 3,283,169
Ratio of net homebuilding debt-to-net capital(2)	3.5 %	(1.6)%

- (1) The ratio of homebuilding debt-to-capital is computed as the quotient obtained by dividing total homebuilding debt by the sum of total homebuilding debt plus stockholders’ equity.
- (2) The ratio of net homebuilding debt-to-net capital is a non-GAAP financial measure and is computed as the quotient obtained by dividing net homebuilding debt (which is total homebuilding debt less cash and cash equivalents) by the sum of net homebuilding debt plus stockholders’ equity. The most directly comparable GAAP financial measure is the ratio of homebuilding debt-to-capital. We believe the ratio of net homebuilding debt-to-net capital is a relevant financial measure for investors to understand the leverage employed in our operations and as an indicator of our ability to obtain financing. See the table above reconciling this non-GAAP financial measure to the ratio of debt-to-capital.

### **Cash Flows—Year Ended December 31, 2025 Compared to Year Ended December 31, 2024**

The comparison of cash flows for the years ended December 31, 2025 and 2024 is as follows:

- Net cash provided by operating activities decreased by \$534.6 million to \$161.5 million in 2025 from \$696.1 million in 2024. The change was primarily comprised of (i) a decrease in net income to \$241.0 million in 2025 compared to \$458.0 million in 2024, (ii) an increase in cash used related to real estate inventories of \$257.5 million in 2025, and (iii) a decrease in cash provided by receivables of \$148.7 million, offset by (iv) other normal fluctuations, including changes in other assets, accounts payable, accrued expenses and other liabilities and deferred income taxes.
- Net cash used in investing activities was \$45.8 million in 2025 compared to \$63.5 million in 2024. The decrease in net cash used in investing activities of \$17.6 million was due primarily to a \$26.9 million decrease in investments in unconsolidated entities, in addition to a \$1.0 million increase in distributions received from unconsolidated entities.
- Net cash used in financing activities decreased to \$102.9 million in 2025 from \$531.5 million in 2024. This decrease was primarily attributable to the \$450 million redemption of 5.875% Senior Notes due 2024 in May 2024, which did not recur in 2025, partially offset by an additional \$200 million of borrowing under our term loan in September 2025. Share repurchases increased by \$130.7 million to \$277.4 million in 2025 compared to \$146.7 million in 2024.

As of December 31, 2025, our cash and cash equivalents balance was \$982.8 million.

### **Off-Balance Sheet Arrangements and Contractual Obligations**

In the ordinary course of business, we enter into land option contracts in order to procure lots for the construction of our homes. We are subject to customary obligations associated with entering into contracts for the purchase of land and improved lots. These purchase contracts typically require a cash deposit and the purchase of properties under these contracts is generally contingent upon satisfaction of certain requirements by the sellers, including obtaining applicable property and development entitlements. We also utilize option contracts with land sellers and land banking arrangements as a method of acquiring land in staged takedowns, to help us manage the financial and market risk associated with land holdings, and to reduce the use of funds from our corporate financing sources. These option contracts and land banking arrangements generally require a non-refundable deposit for the right to acquire lots over a specified period of time at pre-determined prices. We generally have the right at our discretion to terminate our obligations under both purchase contracts and option contracts by forfeiting our cash deposit with no further financial responsibility to the land seller. When market conditions are such that land values are not appreciating, existing option agreements may become less desirable, at which time we may elect to forfeit deposits and pre-acquisition costs and terminate the agreements. In some cases, however, we may be contractually obligated to complete development work even if we terminate the option to procure land or lots. As of December 31, 2025, we had \$209.6 million of non-refundable cash deposits pertaining to land option contracts and purchase contracts with an aggregate remaining purchase price of approximately \$2.1 billion (net of deposits).

Our utilization of land option contracts and land banking arrangements is dependent on, among other things, the availability of land sellers or land banking firms willing to enter into option takedown arrangements, the availability of capital to finance the development of optioned lots, general housing market conditions, and local market dynamics. Options may be more difficult to procure from land sellers in strong housing markets and are more prevalent in certain geographic regions.

As of December 31, 2025, we held equity investments in fifteen active homebuilding partnerships or limited liability companies and one financial services limited liability company. Our participation in these entities may be as a developer, a builder, or an investment partner. See Note 6, *Investments in Unconsolidated Entities*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K.

## **Contractual Obligations**

We have numerous contractual obligations and commitments to pay third parties, impacting our need for short-term and long-term liquidity and capital resources. Our contractual obligations primarily consist of debt principal payments, debt interest payments, operating leases, ground leases and purchase obligations stemming from land purchase and option contracts. For a more detailed description of our long-term debt, please see Note 11, *Senior Notes and Loans Payable*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K. For a more detailed description of our operating and ground leases, see Note 13, *Commitments and Contingencies*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K. For a more detailed description of our land purchase and option contracts, please see Note 7, *Variable Interest Entities*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K, in addition to the discussion set forth above in the section entitled “Off-Balance Sheet Arrangements and Contractual Obligations.”

## **Supplemental Guarantor Financial Information**

### **2027 Notes and 2028 Notes**

On June 5, 2017, Tri Pointe issued the 2027 Notes and on June 10, 2020, Tri Pointe issued the 2028 Notes. All of Tri Pointe’s 100% owned subsidiaries that are guarantors (each a “Guarantor” and, collectively, the “Guarantors”) of the Credit Facility, including Tri Pointe Homes Holdings, are party to supplemental indentures pursuant to which they jointly and severally guarantee Tri Pointe’s obligations with respect to these Notes. Each Guarantor of the 2027 Notes and the 2028 Notes is 100% owned by Tri Pointe, and all guarantees are full and unconditional, subject to customary exceptions pursuant to the indentures governing the 2027 Notes and the 2028 Notes, as described in the following paragraph. All of our non-Guarantor subsidiaries have nominal assets and operations and are considered minor, as defined in Rule 3-10(h) of Regulation S-X. In addition, Tri Pointe has no independent assets or operations, as defined in Rule 3-10(h) of Regulation S-X. There are no significant restrictions upon the ability of Tri Pointe or any Guarantor to obtain funds from any of their respective wholly owned subsidiaries by dividend or loan. None of the assets of our subsidiaries represent restricted net assets pursuant to Rule 4-08(e)(3) of Regulation S-X.

A Guarantor of the 2027 Notes and the 2028 Notes shall be released from all of its obligations under its guarantee if (i) all of the assets of the Guarantor have been sold; (ii) all of the equity interests of the Guarantor held by Tri Pointe or a subsidiary thereof have been sold; (iii) the Guarantor merges with and into Tri Pointe or another Guarantor, with Tri Pointe or such other Guarantor surviving the merger; (iv) the Guarantor is designated “unrestricted” for covenant purposes; (v) the Guarantor ceases to guarantee any indebtedness of Tri Pointe or any other Guarantor which gave rise to such Guarantor guaranteeing the 2027 Notes or the 2028 Notes; (vi) Tri Pointe exercises its legal defeasance or covenant defeasance options; or (vii) all obligations under the applicable supplemental indenture are discharged.

## **Inflation**

The escalating inflation in the U.S. economy that gained traction in 2022 adversely impacted the homebuilding industry, causing increased costs in land, building materials, construction services, warranty repairs, and employee compensation and benefits. In addition, inflation contributed to higher mortgage rates, which significantly affects the affordability of mortgage financing to homebuyers, while also raising the costs of financing new land acquisition, as well as existing land development and construction. Higher interest rates and materials/labor costs may lower gross margins, especially during a period of declining home prices. While above-trend inflation persisted through 2025, it is noteworthy that inflation has exhibited a sustained period of easing, which has provided a degree of relief. While we attempt to pass on cost increases to homebuyers through increased prices, when weak housing market conditions exist, we are often unable to offset cost increases with higher selling prices.

## **Seasonality**

Historically, the homebuilding industry experiences seasonal fluctuations in quarterly operating results and capital requirements. We typically experience the highest new home order activity during the first and second quarters of our fiscal year, although this activity is also highly dependent on the number of active selling communities, timing of new community openings and other market factors. Since it typically takes four to six months to construct a new home, the number of homes delivered and associated home sales revenue typically increases in the third and fourth quarters of our fiscal year as new home orders sold earlier in the year convert to home deliveries. Due to this seasonality, home starts, construction costs and related cash outflows have historically been highest in the second and third quarters of our fiscal year, and the majority of cash receipts

from home deliveries occur during the second half of the year. We expect this seasonal pattern to continue over the long-term, although it may be affected by volatility in the homebuilding industry.

### **Critical Accounting Policies and Estimates**

Our financial statements have been prepared in accordance with GAAP. The preparation of these financial statements requires our management to make estimates and judgments that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of costs and expenses during the reporting period. On an ongoing basis, our management evaluates its estimates and judgments, including those which impact our most critical accounting policies. Our management bases its estimates and judgments on historical experience and on various other factors that we believe to be reasonable under the circumstances. Actual results may differ from our estimates under different assumptions or conditions. Our management believes that the following accounting policies are among the most important to the portrayal of our financial condition and results of operations and require among the most difficult, subjective or complex judgments:

### **Revenue Recognition**

We recognize revenue in accordance with Accounting Standards Topic 606 (“ASC 606”), *Revenue from Contracts with Customers*. Under ASC 606, we apply the following steps to determine the timing and amount of revenue to recognize: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the Company satisfies a performance obligation.

Following the adoption of ASC 606 on January 1, 2018, the timing of revenue recognition for all of our contracts remained materially consistent with our historical revenue recognition policy due to the nature of our revenue generating activities, with the most common difference under ASC 606 relating to the deferral of revenue due to these uncompleted performance obligations at the time we deliver new homes to our homebuyers.

#### ***Home sales revenue***

We generate the majority of our total revenues from home sales, which consists of our core business operation of building and delivering completed homes to homebuyers. Home sales revenue and related profit is generally recognized when title to and possession of the home is transferred to the homebuyer at the home closing date. Our performance obligation to deliver the agreed-upon home is generally satisfied in less than one year from the original contract date. Included in home sales revenue are forfeited deposits, which occur when homebuyers cancel home purchase contracts that include a nonrefundable deposit. Both revenue from forfeited deposits and deferred revenue resulting from uncompleted performance obligations existing at the time we deliver new homes to our homebuyers are immaterial.

#### ***Financial services revenues***

Tri Pointe Solutions is a reportable segment and is comprised of our Tri Pointe Connect mortgage financing operations, Tri Pointe Assurance title and escrow services operations, and Tri Pointe Advantage property and casualty insurance agency operations.

#### ***Mortgage financing operations***

For the year ended December 31, 2023, our Tri Pointe Connect mortgage operations were conducted through a joint venture with an established mortgage lender. Tri Pointe Connect acted as a preferred mortgage loan broker to our homebuyers in all of the markets in which we operate, generating income from fees paid by third party lenders for the successful funding and closing of loans for homebuyers that originated through Tri Pointe Connect. For the year ended December 31, 2023, Tri Pointe Connect was fully consolidated in accordance with Accounting Standards Topic 810 (“ASC 810”), Consolidation, under the Financial Services section of our consolidated statements of operations, with the noncontrolling interest recorded on the consolidated statements of operations as net income attributable to noncontrolling interests.

Effective February 1, 2024, we acquired the minority equity interest in the joint venture, upon which Tri Pointe Connect became a wholly owned subsidiary of the Company. In connection with this transaction, Tri Pointe Connect expanded operations to include mortgage lending services to our homebuyers in all of the markets in which we operate and provide mortgage financing by utilizing funds made available pursuant to repurchase agreements with third party lenders and by utilizing our own funds. Tri Pointe Connect will retain the ability to act as a mortgage loan broker for our homebuyers that originate loans with third party lenders.

Revenues from mortgage financing operations primarily represent mortgage loan broker fees paid by third party lenders, fees earned on mortgage loan originations and the realized and unrealized gains and losses associated with the sales and changes in the fair value of mortgage loans held for sale. When we act as a mortgage loan broker and originate loans with third party lenders, mortgage loan broker fees and mortgage loan origination fees are recognized at the time the mortgage loans are funded. When we provide mortgage financing, we recognize fees on mortgage loan originations upon loan origination.

#### *Mortgage loans held for sale*

We intend to sell all of the loans we originate in the secondary market within a short period of time after origination. As of December 31, 2025, mortgage loans held for sale had an aggregate estimated fair value of \$98.5 million and an aggregate outstanding principal balance of \$97.7 million, compared to an aggregate estimated fair value of \$115.0 million and an aggregate outstanding principal balance of \$113.8 million as of December 31, 2024. For the year ended December 31, 2025, we recorded an unrealized loss of \$356,000 related to mortgage loans held for sale, compared to an unrealized gain of \$1.2 million for the year ended December 31, 2024.

#### *Property and casualty insurance agency operations*

Tri Pointe Advantage is a wholly owned subsidiary of Tri Pointe and provides property and casualty insurance agency services that help facilitate the closing process in all of the markets in which we operate. The total consideration for these services, including renewal options, is estimated upon the issuance of the initial insurance policy, subject to constraint. Tri Pointe Advantage revenue is included in the Financial Services section of our consolidated statements of operations.

#### **Real Estate Inventories and Cost of Sales**

Real estate inventories consist of land, land under development, homes under construction, completed homes and model homes and are stated at cost, net of impairment losses. We capitalize direct carrying costs, including interest, property taxes and related development costs to inventories. Field construction supervision and related direct overhead are also included in the capitalized cost of inventories. Direct construction costs are specifically identified and allocated to homes while other common costs, such as land, land improvements and carrying costs, are allocated to homes within a community based upon their anticipated relative sales or fair value. In accordance with ASC Topic 835, *Interest* (“ASC 835”), homebuilding interest capitalized as a cost of inventories owned is included in costs of sales as related units or lots are sold. To the extent our debt exceeds our qualified assets as defined in ASC 835, we expense a portion of the interest incurred. Qualified assets represent projects that are actively under development. Homebuilding cost of sales is recognized at the same time revenue is recognized and is recorded based upon total estimated costs to be allocated to each home within a community. Any changes to the estimated costs are allocated to the remaining undelivered lots and homes within their respective community. The estimation and allocation of these costs require a substantial degree of judgment by management.

In determining the allocation of costs to a particular land parcel or individual home, we rely on project budgets that are based on a variety of assumptions, including assumptions about construction schedules and future costs to be incurred. Actual results could differ from budgeted amounts for various reasons, including construction delays, increases in costs that have not been committed or unforeseen issues encountered during construction that fall outside the scope of existing contracts, or costs that come in less than originally anticipated. While the actual results for a particular construction project are accurately reported over time, a variance between the budget and actual costs could result in the understatement or overstatement of costs and have a related impact on gross margins between reporting periods. To reduce the potential for such variances, we have procedures that have been applied on a consistent basis, including assessing and revising project budgets on a periodic basis, obtaining commitments from subcontractors and vendors for future costs to be incurred and utilizing the most recent information available to estimate costs.

If there are indications of impairment, we perform a detailed budget and cash flow review of our real estate assets to determine whether the estimated remaining undiscounted future cash flows of the community are more or less than the asset’s carrying value. If the undiscounted cash flows are more than the asset’s carrying value, no impairment adjustment is required. However, if the undiscounted cash flows are less than the asset’s carrying value, the asset is deemed impaired and is written down to fair value. These impairment evaluations require us to make estimates and assumptions regarding future conditions, including timing and amounts of development costs and sales prices of real estate assets, to determine if expected future undiscounted cash flows will be sufficient to recover the asset’s carrying value.

When estimating undiscounted cash flows of a community, we make various assumptions, including: (i) expected sales prices and sales incentives to be offered, including the number of homes available, pricing and incentives being offered by us or other builders in other communities, and future sales price adjustments based on market and economic trends; (ii) expected

sales pace and cancellation rates based on local housing market conditions, competition and historical trends; (iii) costs expended to date and expected to be incurred including, but not limited to, land and land development costs, home construction costs, interest costs, indirect construction and overhead costs, and selling costs; (iv) alternative product offerings that may be offered that could have an impact on sales pace, sales price and/or building costs; and (v) alternative uses for the property.

Many assumptions are interdependent and a change in one may require a corresponding change to other assumptions. For example, increasing or decreasing monthly sales absorption rates has a direct impact on the estimated per unit sales price of a home and the level of time sensitive costs (such as indirect construction, overhead and carrying costs). Depending on the underlying objective of the community, assumptions could have a significant impact on the projected cash flow analysis. For example, if our objective is to preserve operating margins, our cash flow analysis will be different than if the objective is to increase sales. These objectives may vary significantly from community to community and over time.

We perform a quarterly review for indicators of impairment. If assets are considered impaired, impairment is determined by the amount the asset's carrying value exceeds its fair value. Fair value is determined based on estimated future cash flows discounted for inherent risks associated with real estate assets. These discounted cash flows are impacted by expected risk based on estimated land development, construction and delivery timelines; market risk of price erosion; uncertainty of development or construction cost increases; and other risks specific to the asset or market conditions where the asset is located when assessment is made. These factors are specific to each community and may vary among communities. It is reasonably possible that changes in market conditions could change management's estimates of future cash inflows and outflows, leading to future impairment charges. For the years ended December 31, 2025, 2024 and 2023, we recorded real estate inventory impairment charges of \$31.1 million, zero, and \$11.5 million, respectively.

### **Warranty Reserves**

In the normal course of business, we incur warranty-related costs associated with homes that have been delivered to homebuyers. Estimated future direct warranty costs are accrued and charged to cost of sales in the period when the related home sales revenues are recognized while indirect warranty overhead salaries and related costs are charged to cost of sales in the period incurred. Factors that affect the warranty accruals include the number of homes delivered, historical and anticipated rates of warranty claims and cost per claim. Our primary assumption in estimating the amounts we accrue for warranty costs is that historical claims experience is a strong indicator of future claims experience. In addition, we maintain commercial general liability insurance designed to protect us against a portion of our risk of loss from warranty and construction-related claims, subject to self-insured retentions. We self-insure a portion of our overall risk through the use of a wholly-owned captive insurance subsidiary. We also generally require our subcontractors and design professionals to indemnify us for liabilities arising from their work, subject to various limitations. However, such indemnity is significantly limited with respect to subcontractors that are added to our commercial general liability insurance policy.

Our warranty reserve is based on actuarial analysis that uses our historical claim and expense data, as well as industry data to estimate these overall costs. Key assumptions used in developing these estimates include weighting of industry data claim frequencies, severities and resolution patterns, which can occur over an extended period of time. Our warranty reserve may also include an estimate of future fit and finish warranty claims to the extent not contemplated in the actuarial analysis. These estimates are subject to variability due to the length of time between the delivery of a home to a homebuyer and when a warranty or construction defect claim is made, and the ultimate resolution of such claim; uncertainties regarding such claims relative to our markets and the types of product we build; and legal or regulatory actions and/or interpretations, among other factors. Due to the degree of judgment involved and the potential for variability in these underlying assumptions, our actual future costs could differ from those estimated. There can be no assurance that the terms and limitations of the limited warranty will be effective against claims made by homebuyers, that we will be able to renew our insurance coverage or renew it at reasonable rates and comparable self-insured retentions, that we will not be liable for damages, cost of repairs, and/or the expense of litigation surrounding possible construction defects, soil subsidence or building related claims, that claims will not exceed our insurance coverage limits, or that claims will not arise out of uninsurable events or circumstances not covered by insurance and not subject to effective indemnification agreements with certain subcontractors.

We also record expected recoveries from insurance carriers based on actual insurance claims made and actuarially determined amounts that depend on various factors, including, the above-described reserve estimates, our insurance policy coverage limits for the applicable policy years and historical recovery rates. Because of the inherent uncertainty and variability in these assumptions, our actual insurance recoveries could differ significantly from amounts currently estimated.

### **Income Taxes**

We account for income taxes in accordance with ASC Topic 740, *Income Taxes* (“ASC 740”). Deferred tax assets and liabilities are recorded based on future tax consequences of both temporary differences between the amounts reported for financial reporting purposes and the amounts deductible for income tax purposes, and are measured using enacted tax rates expected to apply in the years in which the temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period when the changes are enacted.

We recognize deferred tax assets to the extent that we believe that these assets are more likely than not to be realized. We are required to establish a valuation allowance for any portion of the asset we conclude is more likely than not to be unrealizable. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, carryback potential if permitted under the tax law, and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We record uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

We recognize interest and penalties related to unrecognized tax benefits in the provision for income taxes in the accompanying consolidated statement of operations. Accrued interest and penalties are included in accrued expenses and other liabilities in the accompanying consolidated balance sheets.

### **Recently Issued Accounting Standards**

See Note 1, *Organization and Summary of Significant Accounting Policies*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K.

## **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to market risks related to fluctuations in interest rates on our outstanding debt. We did not utilize swaps, forward or option contracts on interest rates or commodities, or other types of derivative financial instruments as of or during the year ended December 31, 2025. From time to time, we enter into forward mortgage commitment arrangements in connection with home sales, which are used to support buyer financing and are not entered into for trading or speculative purposes. We have not entered into and currently do not hold derivatives for trading or speculative purposes. Many of the statements contained in this section are forward looking and should be read in conjunction with our disclosures under the heading “Cautionary Note Concerning Forward-Looking Statements.”

The table below details the principal amount and the average interest rates for the outstanding debt for each category based upon the expected maturity or disposition dates. The fair value of our debt, which consists of the Credit Facility, two seller-financed loans and Senior Notes, is based on quoted market prices for the same or similar instruments as of December 31, 2025.

December 31,	Expected Maturity Date						Total	Estimated Fair Value
	2026	2027	2028	2029	2030	Thereafter		
(dollars in thousands)								
<b>Liabilities:</b>								
Variable rate debt	\$ —	\$ 450,000	\$ —	\$ —	\$ —	\$ —	\$ 450,000	\$ 450,000
Weighted average interest rate	—%	4.9%	—%	—%	—%	—%	4.9%	
Fixed rate debt	\$ 6,468	\$ 300,000	\$ 350,000	\$ —	\$ —	\$ —	\$ 656,468	\$ 664,356
Weighted average interest rate	4.5%	5.3%	5.7%	—%	—%	—%	5.5%	

Based on the current interest rate management policies we have in place with respect to our outstanding debt, we do not believe that the future market rate risks related to the above securities will have a material adverse impact on our financial position, results of operations or liquidity. For a more detailed description of our long-term debt, please see Note 11, *Senior Notes and Loans Payable*, of the notes to our consolidated financial statements included elsewhere in this annual report on Form 10-K.

## **Item 8. Financial Statements and Supplementary Data**

The financial statements under Item 15 included in this annual report on Form 10-K are incorporated herein by reference.

## **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

## **Item 9A. Controls and Procedures**

### **Disclosure Controls and Procedures**

We have established disclosure controls and procedures to ensure that information we are required to disclose in the reports we file or submit under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and accumulated and communicated to management, including the Chief Executive Officer (the “Principal Executive Officer”) and Chief Financial Officer (the “Principal Financial Officer”), as appropriate, to allow timely decisions regarding required disclosure. Under the supervision and with the participation of senior management, including our Principal Executive Officer and Principal Financial Officer, we evaluated our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) promulgated under the Exchange Act. Based on this evaluation, our Principal Executive Officer and Principal Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2025.

### **Management's Annual Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external purposes in accordance with GAAP. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the criteria in Internal Control-Integrated Framework (2013 framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the framework in Internal Control-Integrated Framework, our management concluded that our internal control over financial reporting was effective as of December 31, 2025.

The effectiveness of our internal control over financial reporting as of December 31, 2025 has been audited by Ernst & Young LLP, our independent registered public accounting firm, as stated in its attestation report which is included herein.

### **Changes in Internal Control Over Financial Reporting**

Our management, including our Chief Executive Officer and Chief Financial Officer, has evaluated our internal control over financial reporting to determine whether any change occurred during the fourth quarter of the year ended December 31, 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. Based on that evaluation, there has been no such change during the fourth quarter of the period covered by this report.

## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Tri Pointe Homes, Inc.

### Opinion on Internal Control over Financial Reporting

We have audited Tri Pointe Homes, Inc.'s internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Tri Pointe Homes, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2025 and 2024, the related consolidated statements of operations, equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and our report dated February 26, 2026 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Irvine, California  
February 26, 2026

**Item 9B. Other Information**

During the three months ended December 31, 2025, none of our directors or officers (as defined in Rule 16a-1(f) promulgated under the Exchange Act) adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each such term is defined in Item 408 of Regulation S-K.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

**PART III.**

**Item 10. Directors, Executive Officers and Corporate Governance**

The information required in response to this item is incorporated by reference from the information contained in our proxy statement relating to our 2026 annual meeting of stockholders (the “2026 Proxy Statement”) under the captions “Board of Directors,” “Management,” and “Corporate Governance.”

**Item 11. Executive Compensation**

The information required in response to this item is incorporated by reference to our 2026 Proxy Statement under the captions “Executive Compensation,” “Compensation Committee Report,” and “Corporate Governance—Compensation Committee Interlocks and Insider Participation.”

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required in response to this item is incorporated by reference to our 2026 Proxy Statement under the captions “Ownership of Our Common Stock” and “Equity Compensation Plan Information.”

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required in response to this item is incorporated by reference to our 2026 Proxy Statement under the captions “Corporate Governance” and “Certain Relationships and Related Party Transactions.”

**Item 14. Principal Accountant Fees and Services**

The information required in response to this item is incorporated by reference to our 2026 Proxy Statement under the caption “Audit Committee Matters.”

**PART IV.**

**Item 15. Exhibits and Financial Statement Schedules**

(a) The following documents are filed as part of this annual report on Form 10-K:

(i) Financial Statements:

	<u>Page:</u>
<a href="#">Report of Independent Registered Public Accounting Firm (PCAOB ID: 42)</a>	72
<a href="#">Consolidated Balance Sheets as of December 31, 2025 and 2024</a>	74
<a href="#">Consolidated Statements of Operations for the years ended December 31, 2025, 2024 and 2023</a>	75
<a href="#">Consolidated Statements of Equity for the years ended December 31, 2025, 2024 and 2023</a>	76
<a href="#">Consolidated Statements of Cash Flows for the years ended December 31, 2025, 2024 and 2023</a>	77
<a href="#">Notes to Consolidated Financial Statements</a>	78

(2) **Financial Statement Schedules**

All other schedules have been omitted since the required information is presented in the financial statements and the related notes or is not applicable.

(3) **Exhibits**

(b) Exhibits

The following exhibits are included as part of this annual report on Form 10-K or incorporated herein by reference:

<i>Exhibit Number</i>	<i>Exhibit Description</i>
2.1	<a href="#">Agreement and Plan of Merger, dated as of February 13, 2026, by and among Tri Pointe Homes, Inc., Sumitomo Forestry Co., Ltd. and Teton NewCo, Inc.* (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K (filed February 13, 2026)).</a>
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Tri Pointe Homes, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (filed July 7, 2015)).</a>
3.2	<a href="#">Certificate of Amendment to Amended and Restated Certificate of Incorporation of Tri Pointe Homes, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (filed January 21, 2021)).</a>
3.3	<a href="#">Amended and Restated Bylaws of Tri Pointe Homes, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (filed October 19, 2023)).</a>
3.4	<a href="#">Amendment to the Amended and Restated Bylaws of Tri Pointe Homes, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (filed February 13, 2026)).</a>
4.1	<a href="#">Specimen Common Stock Certificate of Tri Pointe Homes, Inc. (incorporated by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K (filed February 19, 2021)).</a>
4.2	<a href="#">Registration Rights Agreement, dated as of January 30, 2013, among Tri Pointe Homes Holdings, Inc., VIII/TPC Holdings, L.L.C., and certain Tri Pointe Homes Holdings, Inc. stockholders (incorporated by reference to Exhibit 4.4 to the Company's Registration Statement on Form S-4 (filed January 9, 2014)).</a>
4.3	<a href="#">First Amendment to Registration Rights Agreement, dated as of July 7, 2015, among Tri Pointe Homes, Inc., Tri Pointe Homes Holdings, Inc., VIII/TPC Holdings, L.L.C. and certain Tri Pointe Homes Holdings, Inc. stockholders (incorporated by reference to Exhibit 10.9 to the Company's Current Report on Form 8-K (filed July 7, 2015)).</a>
4.4	<a href="#">Indenture, dated as of June 13, 2014, by and among Weyerhaeuser Real Estate Company and U.S. Bank National Association, as trustee (including form of 5.875% Senior Note due 2024) (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K (filed June 19, 2014)).</a>

- 4.5 [First Supplemental Indenture, dated as of July 7, 2014, among Tri Pointe Homes Holdings, Inc., Weyerhaeuser Real Estate Company and U.S. Bank National Association, as trustee, relating to the 5.875% Senior Notes due 2024 \(incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K \(filed July 7, 2014\)\)](#)
- 4.6 [Second Supplemental Indenture, dated as of July 7, 2014, among the guarantors party thereto and U.S. Bank National Association, as trustee, relating to the 5.875% Senior Notes due 2024 \(incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K \(filed July 7, 2014\)\)](#)
- 4.7 [Third Supplemental Indenture, dated as of July 7, 2015, among Tri Pointe Homes, Inc., Tri Pointe Homes Holdings, Inc. and U.S. Bank National Association, as trustee, relating to the 5.875% Senior Notes due 2024 \(incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K \(filed July 7, 2015\)\)](#)
- 4.8 [Fourth Supplemental Indenture, dated as of February 22, 2019, among Tri Pointe Homes, Inc., Tri Pointe Homes Holdings, Inc. and U.S. Bank National Association, as trustee, relating to the 5.875% Senior Notes due 2024 \(incorporated by reference to Exhibit 4.8 to the Company's Registration Statement on Form S-3ASR \(filed June 3, 2020\)\)](#)
- 4.9 [Indenture, dated as of May 23, 2016, by and between Tri Pointe Homes, Inc. and U.S. Bank National Association, as trustee \(incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-3ASR \(filed May 23, 2016\)\)](#)
- 4.10 [Second Supplemental Indenture, dated as of June 8, 2017, among the guarantors party thereto and U.S. Bank National Association, as trustee, relating to the 5.250% Senior Notes due 2027 \(incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K \(filed June 8, 2017\)\)](#)
- 4.11 [Fourth Supplemental Indenture, dated as of February 22, 2019, among Tri Pointe Homes, Inc., the guarantors party thereto and U.S. Bank National Association, as trustee, relating to the 5.250% Senior Notes due 2027 \(incorporated by reference to Exhibit 4.13 to the Company's Registration Statement on Form S-3ASR \(filed June 3, 2020\)\)](#)
- 4.12 [Fifth Supplemental Indenture, dated as of June 10, 2020, among Tri Pointe Homes, Inc., the guarantors party thereto and U.S. Bank National Association, as trustee \(incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K \(filed June 10, 2020\)\)](#)
- 4.13 [Form of 5.25% Senior Note due 2027 \(incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K \(filed June 8, 2017\)\)](#)
- 4.14 [Form of 5.700% Senior Note due 2028 \(incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K \(filed June 10, 2020\)\)](#)
- 4.15 [Description of the Company's Securities](#)
- 10.1 [Tax Sharing Agreement, dated as of July 7, 2014, among Weyerhaeuser Company, Weyerhaeuser Real Estate Company, and Tri Pointe Homes Holdings, Inc. \(incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K \(filed July 7, 2014\)\)](#)
- 10.2 [First Amendment to Tax Sharing Agreement, dated as of July 7, 2015, among Tri Pointe Homes, Inc., Tri Pointe Homes Holdings, Inc., Tri Pointe Holdings, Inc. \(f/k/a Weyerhaeuser Real Estate Company\) and Weyerhaeuser Company \(incorporated by reference to Exhibit 10.10 to the Company's Current Report on Form 8-K \(filed July 7, 2015\)\)](#)
- 10.3 [Second Amendment to Tax Sharing Agreement, dated as of March 29, 2019, among Tri Pointe Homes, Inc., Tri Pointe Homes Holdings, Inc., Tri Pointe Holdings, Inc. \(f/k/a Weyerhaeuser Real Estate Company\) and Weyerhaeuser Company \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K \(filed April 4, 2019\)\)](#)

- 10.4 [Second Amended and Restated Credit Agreement, dated as of March 29, 2019, among Tri Pointe Group, Inc., U.S. Bank National Association and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed April 4, 2019\)\)](#)
- 10.5 [Modification Agreement, dated as of October 30, 2020, among Tri Pointe Homes, Inc., U.S. Bank National Association and the lenders party to the Second Amended and Restated Credit Agreement, dated as of March 29, 2019 \(incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K \(filed February 19, 2021\)\)](#)
- 10.6 [Second Modification Agreement, dated as of June 10, 2021, among Tri Pointe Homes, Inc., U.S. Bank National Association, d/b/a Housing Capital Company, and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed June 11, 2021\)\)](#)
- 10.7 [Third Modification Agreement, dated as of June 29, 2022, among Tri Pointe Homes, Inc., U.S. Bank National Association, and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed June 30, 2022\)\)](#)
- 10.8 [Fourth Modification Agreement, dated as of December 15, 2023, among Tri Pointe Homes, Inc., U.S. Bank National Association, and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed December 19, 2023\)\)](#)
- 10.9 [Fifth Modification Agreement, dated as of April 30, 2025, among Tri Pointe Homes, Inc., U.S. Bank National Association, and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed May 1, 2025\)\)](#)
- 10.10 [Sixth Modification Agreement, dated as of September 18, 2025, among Tri Pointe Homes, Inc., U.S. Bank National Association, and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed September 19, 2025\)\)](#)
- 10.11† [Weyerhaeuser Real Estate Company 2004 Long-Term Incentive Plan \(filed as Exhibit 99.1 to the Company's Registration Statement on Form S-8 \(filed July 16, 2014\)\)](#)
- 10.12† [Weyerhaeuser Real Estate Company 2013 Long-Term Incentive Plan \(filed as Exhibit 99.2 to the Company's Registration Statement on Form S-8 \(filed July 16, 2014\)\)](#)
- 10.13† [2013 Long-Term Incentive Plan \(incorporated by reference to Exhibit 10.3 to the Company's Registration Statement on Form S-1 \(Amendment No. 1, filed Jan. 9, 2013\)\)](#)
- 10.14† [Amendment No. 1 to 2013 Long-Term Incentive Plan \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed June 23, 2014\)\)](#)
- 10.15† [Amendment No. 2 to 2013 Long-Term Incentive Plan \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K \(filed June 23, 2014\)\)](#)
- 10.16† [Omnibus Amendment to the Tri Pointe Homes Holdings, Inc. 2013 Long-Term Incentive Plan, Tri Pointe Homes Short-Term Incentive Plan, Weyerhaeuser Real Estate Company 2004 Long-Term Incentive Plan and the Weyerhaeuser Real Estate Company 2013 Long-Term Incentive Plan and their related stock option, restricted stock unit, cash incentive award agreements and performance share unit agreements, dated as of July 7, 2015 \(incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K \(filed July 7, 2015\)\)](#)
- 10.17† [Amendment No. 4 to Tri Pointe Homes Holdings, Inc. 2013 Long-Term Incentive Plan \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed August 13, 2015\)\)](#)
- 10.18† [2013 Long-Term Incentive Plan form of Option Award Notice and Stock Option Agreement \(incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K \(filed March 28, 2013\)\)](#)

- 10.19† [2013 Long-Term Incentive Plan form of Non-Employee Director Agreement \(incorporated by reference to Exhibit 10.11 to the Company's Annual Report on Form 10-K \(filed March 28, 2013\)\)](#)
- 10.20† [Amended and Restated 2013 Long-Term Incentive Plan \(incorporated by reference to Exhibit 10.34 to the Company's Annual Report on Form 10-K \(filed February 19, 2020\)\)](#)
- 10.21† [Tri Pointe Homes, Inc. 2022 Long-Term Incentive Plan \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed April 21, 2022\)\)](#)
- 10.22† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Stock Price\) \(incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K \(filed March 11, 2015\)\)](#)
- 10.23† [Form of Non-Employee Director Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K \(filed February 26, 2019\)\)](#)
- 10.24† [Form of Time-Vested Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K \(filed February 26, 2019\)\)](#)
- 10.25† [Form of Time-Vested Restricted Stock Unit Award Agreement \(Executive Form\) \(incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q \(filed April 25, 2019\)\)](#)
- 10.26† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Earnings Per Share\) \(Executive Form\) \(incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q \(filed April 25, 2019\)\)](#)
- 10.27† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Total Stockholder Return\) \(Executive Form\) \(incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q \(filed April 25, 2019\)\)](#)
- 10.28† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Executive Form\) \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q \(filed April 23, 2020\)\)](#)
- 10.29† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Executive Form\) \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q \(filed April 23, 2020\)\)](#)
- 10.30† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Company/Division President Form\) \(incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q \(filed April 23, 2020\)\)](#)
- 10.31† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Company/Division President Form\) \(incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q \(filed April 23, 2020\)\)](#)
- 10.32† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Executive Form\) \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q \(filed April 22, 2021\)\)](#)
- 10.33† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Executive Form\) \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q \(filed April 22, 2021\)\)](#)
- 10.34† [Form of Performance-Based Cash Award Agreement \(incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q \(filed April 22, 2021\)\)](#)

- 10.35† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Company/Division President Form\) \(incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q \(filed April 22, 2021\)\)](#)
- 10.36† [Form of Time-Vested Restricted Stock Unit Award Agreement \(Executive Form\) \(incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q \(filed April 22, 2021\)\)](#)
- 10.37† [Form of Non-Employee Director Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q \(filed April 22, 2021\)\)](#)
- 10.38† [Form of Time-Vested Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q \(filed April 22, 2021\)\)](#)
- 10.39† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Executive Form\) \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q \(filed April 21, 2022\)\)](#)
- 10.40† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Executive Form\) \(incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q \(filed April 21, 2022\)\)](#)
- 10.41† [Form of Performance-Based Cash Award Agreement \(incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q \(filed April 21, 2022\)\)](#)
- 10.42† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Company/Division President Form\) \(incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q \(filed April 21, 2022\)\)](#)
- 10.43† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Company/Division President Form\) \(incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q \(filed April 21, 2022\)\)](#)
- 10.44† [Form of Time-Vested Restricted Stock Unit Award Agreement \(Executive Form\) \(incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q \(filed April 21, 2022\)\)](#)
- 10.45† [Form of Time-Vested Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q \(filed April 21, 2022\)\)](#)
- 10.46† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Executive Form\) \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q \(filed July 21, 2022\)\)](#)
- 10.47† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Executive Form\) \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q \(filed July 21, 2022\)\)](#)
- 10.48† [Form of Performance-Based Cash Award Agreement \(incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q \(filed July 21, 2022\)\)](#)
- 10.49† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Company/Division President Form\) \(incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q \(filed July 21, 2022\)\)](#)
- 10.50† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Company/Division President Form\) \(incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q \(filed July 21, 2022\)\)](#)

- 10.51† [Form of Time-Vested Restricted Stock Unit Award Agreement \(Executive Form\) \(incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q \(filed July 21, 2022\)\)](#)
- 10.52† [Form of Time-Vested Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q \(filed July 21, 2022\)\)](#)
- 10.53† [Form of Non-Employee Director Restricted Stock Unit Award Agreement \(incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q \(filed July 21, 2022\)\)](#)
- 10.54† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Executive Form\) \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q \(filed April 27, 2023\)\)](#)
- 10.55† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Executive Form\) \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q \(filed April 27, 2023\)\)](#)
- 10.56† [Form of Performance-Based Cash Award Agreement \(incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q \(filed April 27, 2023\)\)](#)
- 10.57† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Pre-Tax Earnings\) \(Executive Form\) \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q \(filed April 24, 2025\)\)](#)
- 10.58† [Form of Performance-Based Restricted Stock Unit Award Agreement \(Revenue\) \(Executive Form\) \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q \(filed April 24, 2025\)\)](#)
- 10.59† [Form of Time-Vested Restricted Stock Unit Award Agreement \(Executive Form\) \(incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q \(filed April 24, 2025\)\)](#)
- 10.60† [Amended and Restated Executive Employment Agreement dated as of August 29, 2024 between Tri Pointe Homes, Inc. and Douglas F. Bauer \(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q \(filed October 24, 2024\)\)](#)
- 10.61† [Amended and Restated Executive Employment Agreement dated as of August 29, 2024 between Tri Pointe Homes, Inc. and Thomas J. Mitchell \(incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q \(filed October 24, 2024\)\)](#)
- 10.62† [Form of Indemnification Agreement between Tri Pointe Homes Holdings, Inc. and each of its directors and officers \(incorporated by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-1 \(filed Dec. 21, 2012\)\)](#)
- 10.63† [Form of Amendment to Indemnification Agreement between Tri Pointe Homes, Inc. and each of its directors and officers \(incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K \(filed July 7, 2015\)\)](#)
- 10.64† [Form of Severance and Change in Control Protection Agreement \(incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q \(filed July 25, 2019\)\)](#)
- 10.65† [Executive Letter Agreement dated as of February 13, 2026 between Tri Pointe Homes, Inc. and Douglas F. Bauer](#)
- 10.66† [Executive Letter Agreement dated as of February 13, 2026 between Tri Pointe Homes, Inc. and Thomas J. Mitchell](#)
- 10.67† [Executive Letter Agreement dated as of February 13, 2026 between Tri Pointe Homes, Inc. and Glenn J. Keeler](#)

- 10.68† [Executive Letter Agreement dated as of February 13, 2026 between Tri Pointe Homes, Inc. and David C. Lee](#)
- 19.1 [Tri Pointe Homes, Inc. Policy on Insider Trading \(incorporated by reference to Exhibit 19.1 to the Company's Annual Report on Form 10-K \(filed February 21, 2025\)\)](#)
- 21.1 [List of subsidiaries of Tri Pointe Homes, Inc.](#)
- 22.1 [List of guarantor subsidiaries of Tri Pointe Homes, Inc.](#)
- 23.1 [Consent of Independent Registered Public Accounting Firm](#)
- 31.1 [Chief Executive Officer Section 302 Certification of the Sarbanes-Oxley Act of 2002](#)
- 31.2 [Chief Financial Officer Section 302 Certification of the Sarbanes-Oxley Act of 2002](#)
- 32.1 [Chief Executive Officer Section 906 Certification of the Sarbanes-Oxley Act of 2002](#)
- 32.2 [Chief Financial Officer Section 906 Certification of the Sarbanes-Oxley Act of 2002](#)
- 97† [Tri Pointe Homes, Inc. Clawback Policy \(incorporated by reference to Exhibit 97 to the Company's Annual Report on Form 10-K \(filed February 22, 2024\)\)](#)
- 101 The following materials from Tri Pointe Homes, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2025, formatted in inline eXtensible Business Reporting Language (XBRL): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statement of Cash Flows, and (v) Notes to Consolidated Financial Statement.
- 104 Cover page from Tri Pointe Homes, Inc.'s Annual Report on Form 10-K for the fiscal year ended December 31, 2025, formatted in Inline XBRL (and contained in Exhibit 101)
- \* Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of such schedules and exhibits, or any section thereof, to the SEC upon request.
- † Management Contract or Compensatory Plan or Arrangement

## Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Tri Pointe Homes, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Tri Pointe Homes, Inc. (the Company) as of December 31, 2025 and 2024, the related consolidated statements of operations, equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 26, 2026 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

*Description of the Matter*

**Warranty Reserves**

At December 31, 2025, the Company's warranty reserves balance was \$124.1 million. As discussed in Notes 1 and 13 to the consolidated financial statements, the Company's warranty reserves represent estimated future costs that are based on an actuarial analysis that uses the Company's historical claim and expense data, as well as industry data.

Auditing management's warranty reserves is complex and judgmental due to the use of an actuarial valuation model that applies complex methods and requires key inputs such as weighting of industry data, claim frequencies, severities and resolution patterns. Management's warranty reserve is sensitive to changes in these key inputs.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's warranty reserves review process. For example, we tested controls over the Company's review of the key inputs included in the actuarial analysis.

Our procedures to test the warranty reserves balance included, among others, involving our actuarial specialists in assessing the reasonableness of the selected valuation methodology and performing an independent calculation. We developed a range of reasonable estimates and compared them to the Company's warranty reserves. Further, we reviewed the responses provided by internal and external legal counsel for contrary evidence that may affect the estimated reserves.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2010.

Irvine, California  
February 26, 2026

**TRI POINTE HOMES, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, except share amounts)

	December 31, 2025	December 31, 2024
<b>Assets</b>		
Cash and cash equivalents	\$ 982,814	\$ 970,045
Receivables, net	147,250	111,613
Real estate inventories	3,178,248	3,153,459
Investments in unconsolidated entities	183,075	173,924
Mortgage loans held for sale	98,514	115,001
Goodwill and other intangible assets, net	156,603	156,603
Deferred tax assets, net	43,132	45,975
Other assets	187,899	164,495
Total assets	<u>\$ 4,977,535</u>	<u>\$ 4,891,115</u>
<b>Liabilities</b>		
Accounts payable	\$ 41,693	\$ 68,228
Accrued expenses and other liabilities	425,289	465,563
Loans payable	456,468	270,970
Senior notes, net	647,586	646,534
Mortgage repurchase facilities	90,570	104,098
Total liabilities	<u>1,661,606</u>	<u>1,555,393</u>
Commitments and contingencies (Note 13)		
<b>Equity</b>		
Stockholders' Equity:		
Preferred stock, \$0.01 par value, 50,000,000 shares authorized; no shares issued and outstanding as of December 31, 2025 and 2024, respectively	—	—
Common stock, \$0.01 par value, 500,000,000 shares authorized; 84,478,836 and 92,451,729 shares issued and outstanding at December 31, 2025 and 2024, respectively	844	925
Additional paid-in capital	—	—
Retained earnings	3,314,990	3,334,785
Total stockholders' equity	<u>3,315,834</u>	<u>3,335,710</u>
Noncontrolling interests	95	12
Total equity	<u>3,315,929</u>	<u>3,335,722</u>
Total liabilities and equity	<u>\$ 4,977,535</u>	<u>\$ 4,891,115</u>

See accompanying notes.

**TRI POINTE HOMES, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in thousands, except share and per share amounts)

	Year Ended December 31,		
	2025	2024	2023
<b>Homebuilding:</b>			
Home sales revenue	\$ 3,363,814	\$ 4,386,447	\$ 3,654,035
Land and lot sales revenue	31,844	33,064	12,197
Other operations revenue	3,244	3,162	2,971
Total revenues	3,398,902	4,422,673	3,669,203
Cost of home sales	2,657,351	3,363,881	2,838,513
Cost of land and lot sales	29,890	30,591	12,083
Other operations expense	3,174	3,061	2,894
Sales and marketing	193,784	216,518	184,388
General and administrative	230,070	256,038	217,994
Homebuilding income from operations	284,633	552,584	413,331
Equity in income (loss) of unconsolidated entities	2,526	361	(97)
Other income, net	29,439	39,640	39,446
Homebuilding income before income taxes	316,598	592,585	452,680
<b>Financial Services:</b>			
Revenues	71,802	70,197	46,001
Expenses	54,622	45,914	31,322
Equity in income of unconsolidated entities	—	—	—
Financial services income before income taxes	17,180	24,283	14,679
<b>Income before income taxes</b>	333,778	616,868	467,359
Provision for income taxes	(92,785)	(158,898)	(118,164)
Net income	240,993	457,970	349,195
Net loss (income) attributable to noncontrolling interests	95	59	(5,493)
Net income available to common stockholders	\$ 241,088	\$ 458,029	\$ 343,702
<b>Earnings per share</b>			
Basic	\$ 2.73	\$ 4.87	\$ 3.48
Diluted	\$ 2.72	\$ 4.83	\$ 3.45
<b>Weighted average shares outstanding</b>			
Basic	88,172,175	93,985,551	98,679,477
Diluted	88,695,831	94,912,589	99,695,662

See accompanying notes.

**TRI POINTE HOMES, INC.**  
**CONSOLIDATED STATEMENTS OF EQUITY**  
(in thousands, except share amounts)

	Number of Common Shares (Note 1)	Common Stock	Additional Paid-in Capital	Retained Earnings	Total Stockholders' Equity	Noncontrolling Interests	Total Equity
Balance at December 31, 2022	101,017,708	\$ 1,010	\$ 3,685	\$ 2,827,694	\$ 2,832,389	\$ 4,142	\$ 2,836,531
Net income	—	—	—	343,702	343,702	5,493	349,195
Shares issued under share-based awards, net	814,079	8	862	—	870	—	870
Tax withholding paid on behalf of employees for share-based awards	—	—	(9,806)	—	(9,806)	—	(9,806)
Stock-based compensation expense	—	—	19,919	—	19,919	—	19,919
Share repurchases	(6,301,275)	(63)	(176,053)	—	(176,116)	—	(176,116)
Distributions to noncontrolling interests, net	—	—	—	—	—	(6,955)	(6,955)
Reclass the negative APIC to retained earnings	—	—	161,393	(161,393)	—	—	—
Balance at December 31, 2023	95,530,512	955	—	3,010,003	3,010,958	2,680	3,013,638
Net income	—	—	—	458,029	458,029	(59)	457,970
Shares issued under share-based awards	885,754	8	1,032	—	1,040	—	1,040
Tax withholding paid on behalf of employees for share-based awards	—	—	(18,751)	—	(18,751)	—	(18,751)
Stock-based compensation expense	—	—	33,509	—	33,509	—	33,509
Share repurchases	(3,964,537)	(38)	(147,769)	—	(147,807)	—	(147,807)
Distributions to noncontrolling interests, net	—	—	—	—	—	(2,609)	(2,609)
Acquisition of joint venture minority interest	—	—	(1,268)	—	(1,268)	—	(1,268)
Reclass the negative APIC to retained earnings	—	—	133,247	(133,247)	—	—	—
Balance at December 31, 2024	92,451,729	925	—	3,334,785	3,335,710	12	3,335,722
Net income	—	—	—	241,088	241,088	(95)	240,993
Shares issued under share-based awards	577,929	6	(6)	—	—	—	—
Tax withholding paid on behalf of employees for share-based awards	—	—	(11,815)	—	(11,815)	—	(11,815)
Stock-based compensation expense	—	—	30,829	—	30,829	—	30,829
Share repurchases	(8,550,822)	(87)	(279,844)	—	(279,931)	—	(279,931)
Acquisition of joint venture minority interest	—	—	—	(47)	(47)	178	131
Reclass the negative APIC to retained earnings	—	—	260,836	(260,836)	—	—	—
Balance at December 31, 2025	84,478,836	\$ 844	\$ —	\$ 3,314,990	\$ 3,315,834	\$ 95	\$ 3,315,929

See accompanying notes.

**TRI POINTE HOMES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

	Year Ended December 31,		
	2025	2024	2023
<b>Cash flows from operating activities:</b>			
Net income	\$ 240,993	\$ 457,970	\$ 349,195
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	30,269	31,018	26,852
Equity in loss (income) of unconsolidated entities, net	(2,526)	(361)	97
Deferred income taxes, net	2,843	(7,978)	(3,145)
Amortization of stock-based compensation	30,829	33,509	19,919
Charges for impairments and lot option abandonments	36,399	4,157	14,157
Fair value adjustment on mortgage loans held for sale	356	(1,169)	—
Gain on increase in carrying amount of investment	—	(3,495)	—
Returns on investments in unconsolidated entities, net	3,044	—	—
Changes in assets and liabilities:			
Real estate inventories	(74,771)	182,723	(172,726)
Mortgage loans held for sale	16,131	(113,832)	—
Receivables	(35,637)	113,023	(55,187)
Other assets	(7,646)	(13,947)	5,434
Accounts payable	(26,404)	3,395	2,509
Accrued expenses and other liabilities	(52,420)	11,049	8,156
Net cash provided by operating activities	<u>161,460</u>	<u>696,062</u>	<u>195,261</u>
<b>Cash flows from investing activities:</b>			
Purchases of property and equipment	(32,916)	(23,298)	(25,376)
Proceeds from sale of property and equipment	—	717	—
Investments in unconsolidated entities	(46,260)	(73,189)	(16,969)
Distributions from unconsolidated entities	33,357	32,317	15,927
Net cash used in investing activities	<u>(45,819)</u>	<u>(63,453)</u>	<u>(26,418)</u>
<b>Cash flows from financing activities:</b>			
Borrowings from debt	201,600	420	910
Repayment of debt	(16,102)	(467,787)	—
Debt issuance costs	(5,251)	(1)	(14)
Borrowings on mortgage repurchase facilities	1,497,185	633,128	—
Repayments on mortgage repurchase facilities	(1,510,713)	(529,030)	—
Proceeds from land bank financing arrangement	19,576	—	—
Distributions to noncontrolling interests	—	(3,877)	(6,955)
Proceeds from issuance of common stock under share-based awards	—	1,040	870
Tax withholding paid on behalf of employees for share-based awards	(11,815)	(18,751)	(9,806)
Share repurchases	(277,352)	(146,659)	(174,559)
Net cash used in financing activities	<u>(102,872)</u>	<u>(531,517)</u>	<u>(189,554)</u>
Net increase (decrease) in cash and cash equivalents	12,769	101,092	(20,711)
Cash and cash equivalents - beginning of year	970,045	868,953	889,664
Cash and cash equivalents - end of year	<u>\$ 982,814</u>	<u>\$ 970,045</u>	<u>\$ 868,953</u>

*See accompanying notes.*

**TRI POINTE HOMES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Organization and Summary of Significant Accounting Policies**

**Organization**

Tri Pointe is engaged in the design, construction and sale of innovative single-family attached and detached homes across twelve states, including Arizona, California, Colorado, Maryland, Nevada, North Carolina, South Carolina, Texas, Utah, Virginia, and Washington, and the District of Columbia. In April 2024, we announced our expansion into Orlando, Florida, and the Coastal Carolinas area, which includes parts of Georgia and South Carolina. As of December 31, 2025, we had not yet commenced significant homebuilding operations in these new markets.

**Basis of Presentation**

The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) as contained within the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”).

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries as well as other entities in which the Company has a controlling interest and variable interest entities (“VIEs”) in which the Company is the primary beneficiary. The noncontrolling interests as of December 31, 2025 and 2024 represent the outside owners’ interests in the Company’s consolidated entities and the net equity of the VIE owners. All significant intercompany accounts have been eliminated upon consolidation.

Unless the context otherwise requires, the terms “Tri Pointe”, “the Company”, “we”, “us” or “our” used herein refer to Tri Pointe Homes, Inc., a Delaware corporation, and its consolidated subsidiaries.

**Reclassifications**

Certain amounts for prior years have been reclassified to conform to the current period presentation.

**Use of Estimates**

Our financial statements have been prepared in accordance with GAAP. The preparation of these financial statements requires our management to make estimates and judgments that affect the reported amounts of assets and liabilities and the disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from our estimates.

**Subsequent Events**

We evaluated subsequent events up until our consolidated financial statements were filed with the Securities and Exchange Commission.

**Cash and Cash Equivalents and Concentration of Credit Risk**

We define cash and cash equivalents as cash on hand, demand deposits with financial institutions, and short-term liquid investments with a maturity date of less than three months from the date of acquisition, including U.S. Treasury bills and government money-mark funds with maturities of 90 days or less when purchased. The Company’s cash balances exceed federally insurable limits. The Company monitors the cash balances in its operating accounts and adjusts the cash balances as appropriate; however, these cash balances could be impacted if the underlying financial institutions fail or are subject to other adverse conditions in the financial markets. To date, the Company has experienced no loss or lack of access to cash in its operating accounts.

**Revenue Recognition**

*Disaggregation of Revenues*

We generate revenues from a mix of homebuilding operations and financial services operations. Due to the nature of our revenue generating activities, the disaggregated revenue reported on our consolidated statement of operations, in conjunction with the revenues reported in our segment disclosure, is deemed sufficient to report revenue from contracts with customers in accordance with the disaggregation disclosure requirements of Accounting Standards Update 2014-09, *Revenue from Contracts with Customers (Codified as “ASC 606”)*. We report total revenues in Note 2, *Segment Information*, which is fully comprised of our revenues from contracts with customers. While the total homebuilding revenues by segment include a mix of home sales revenue, land and lot sales revenue and other operations revenue, all material revenue amounts outside of home sales revenue are attributed to their respective homebuilding segments in the discussion below. Our consideration of disaggregated revenue consisted of a variety of facts and circumstances pertaining to our contracts with customers. These considerations included the nature, amounts, timing and other characteristics and economic factors present within each revenue line item appearing on our consolidated statement of operations. See below for further commentary regarding each of our revenue streams from contracts with customers.

#### *Home sales revenue*

We generate the majority of our total revenues from home sales, which consists of our core business operation of building and delivering completed homes to homebuyers. Home sales revenue and related profit is generally recognized when title to and possession of the home is transferred to the homebuyer at the home closing date. Our performance obligation to deliver the agreed-upon home is generally satisfied in less than one year from the original contract date. Included in home sales revenue are forfeited deposits, which occur when homebuyers cancel home purchase contracts that include a nonrefundable deposit. Both revenue from forfeited deposits and deferred revenue resulting from uncompleted performance obligations existing at the time we deliver new homes to our homebuyers are immaterial.

#### *Financial services revenues*

Tri Pointe Solutions is a reportable segment and is comprised of our Tri Pointe Connect mortgage financing operations, Tri Pointe Assurance title and escrow services operations, and Tri Pointe Advantage property and casualty insurance agency operations.

#### *Mortgage financing operations*

For the year ended December 31, 2023, our Tri Pointe Connect mortgage operations were conducted through a joint venture with an established mortgage lender. Tri Pointe Connect acted as a preferred mortgage loan broker to our homebuyers in all of the markets in which we operate, generating income from fees paid by third party lenders for the successful funding and closing of loans for homebuyers that originated through Tri Pointe Connect. For the year ended December 31, 2023, Tri Pointe Connect was fully consolidated in accordance with Accounting Standards Topic 810 (“ASC 810”), Consolidation, under the Financial Services section of our consolidated statements of operations, with the noncontrolling interest recorded on the consolidated statements of operations as net income attributable to noncontrolling interests.

Effective February 1, 2024, we acquired the minority equity interest in the joint venture, upon which Tri Pointe Connect became a wholly owned subsidiary of the Company. In connection with this transaction, Tri Pointe Connect expanded operations to include mortgage lending services to our homebuyers in all of the markets in which we operate and provide mortgage financing by utilizing funds made available pursuant to repurchase agreements with third party lenders and by utilizing our own funds. Tri Pointe Connect will retain the ability to act as a mortgage loan broker for our homebuyers that originate loans with third party lenders.

Revenues from mortgage financing operations primarily represent mortgage loan broker fees paid by third party lenders, fees earned on mortgage loan originations and the realized and unrealized gains and losses associated with the sales and changes in the fair value of mortgage loans held for sale. When we act as a mortgage loan broker and originate loans with third party lenders, mortgage loan broker fees and mortgage loan origination fees are recognized at the time the mortgage loans are funded. When we provide mortgage financing, we recognize fees on mortgage loan originations upon loan origination.

#### *Mortgage loans held for sale*

We intend to sell all of the loans we originate in the secondary market within a short period of time after origination. As of December 31, 2025, mortgage loans held for sale had an aggregate estimated fair value of \$98.5 million and an aggregate outstanding principal balance of \$97.7 million, compared to an aggregate estimated fair value of \$115.0 million and an aggregate outstanding principal balance of \$113.8 million as of December 31, 2024. For the year ended December 31, 2025, we recorded an unrealized loss of \$356,000 related to mortgage loans held for sale, compared to an unrealized gain of \$1.2 million for the year ended December 31, 2024.

#### *Title and escrow services operations*

Tri Pointe Assurance provides title examinations for our homebuyers in the Carolinas and both title examinations and escrow services for our homebuyers in Arizona, Colorado, the District of Columbia, Maryland, Nevada, Texas, Washington and Virginia. Additionally, Tri Pointe Assurance provides escrow services for certain of our homebuyers in California through a consolidated financial services joint venture that operates in the state. Tri Pointe Assurance is a wholly owned subsidiary of Tri Pointe and acts as a title agency for First American Title Insurance Company. Revenue from our title and escrow services operations is fully recognized at the time of the consummation of the home sales transaction, at which time no further performance obligations are left to be satisfied. Tri Pointe Assurance revenue is included in the Financial Services section of our consolidated statements of operations.

#### *Property and casualty insurance agency operations*

Tri Pointe Advantage is a wholly owned subsidiary of Tri Pointe and provides property and casualty insurance agency services that help facilitate the closing process in all of the markets in which we operate. The total consideration for these services, including renewal options, is estimated upon the issuance of the initial insurance policy, subject to constraint. Tri Pointe Advantage revenue is included in the Financial Services section of our consolidated statements of operations.

#### **Real Estate Inventories and Cost of Sales**

Real estate inventories consist of land, land under development, homes under construction, completed homes and model homes and are stated at cost, net of impairment losses. We capitalize direct carrying costs, including interest, property taxes and related development costs to inventories. Field construction supervision and related direct overhead are also included in the capitalized cost of inventories. Direct construction costs are specifically identified and allocated to homes while other common costs, such as land, land improvements and carrying costs, are allocated to homes within a community based upon their anticipated relative sales or fair value. In accordance with ASC Topic 835, *Interest* (“ASC 835”), homebuilding interest capitalized as a cost of inventories owned is included in costs of sales as related units or lots are sold. To the extent our debt exceeds our qualified assets as defined in ASC 835, we expense a portion of the interest incurred. Qualified assets represent projects that are actively under development. Homebuilding cost of sales is recognized at the same time revenue is recognized and is recorded based upon total estimated costs to be allocated to each home within a community. Any changes to the estimated costs are allocated to the remaining undelivered lots and homes within their respective community.

In determining the allocation of costs to a particular land parcel or individual home, we rely on project budgets that are based on a variety of assumptions, including assumptions about construction schedules and future costs to be incurred. Actual results could differ from budgeted amounts for various reasons, including construction delays, increases in costs that have not been committed or unforeseen issues encountered during construction that fall outside the scope of existing contracts, or costs that come in less than originally anticipated. While the actual results for a particular construction project are accurately reported over time, a variance between the budget and actual costs could result in the understatement or overstatement of costs and have a related impact on gross margins between reporting periods. To reduce the potential for such variances, we have procedures that have been applied on a consistent basis, including assessing and revising project budgets on a periodic basis, obtaining commitments from subcontractors and vendors for future costs to be incurred and utilizing the most recent information available to estimate costs.

If there are indicators of impairment, we perform a detailed budget and cash flow review of our real estate assets to determine whether the estimated remaining undiscounted future cash flows of the community are more or less than the asset’s carrying value. If the undiscounted cash flows are more than the asset’s carrying value, no impairment adjustment is required. However, if the undiscounted cash flows are less than the asset’s carrying value, the asset is deemed impaired and is written down to fair value. These impairment evaluations require us to make estimates and assumptions regarding future conditions, including timing and amounts of development costs and sales prices of real estate assets, to determine if expected future undiscounted cash flows will be sufficient to recover the asset’s carrying value.

When estimating undiscounted cash flows of a community, we make various assumptions, including: (i) expected sales prices, including the number of homes available, pricing and incentives being offered by us or other builders in other communities, and future sales price adjustments based on market and economic trends; (ii) expected sales pace and cancellation rates based on local housing market conditions, competition and historical trends; (iii) costs expended to date and expected to be incurred including, but not limited to, land and land development costs, home construction costs, interest costs, indirect construction and overhead costs, and selling costs; (iv) alternative product offerings that may be offered that could have an impact on sales pace, sales price and/or building costs; and (v) alternative uses for the property.

Many assumptions are interdependent and a change in one may require a corresponding change to other assumptions. For example, increasing or decreasing monthly sales absorption rates has a direct impact on the estimated per unit sales price of a home and the level of time sensitive costs (such as indirect construction, overhead and carrying costs). Depending on the underlying objective of the community, assumptions could have a significant impact on the projected cash flow analysis. For example, if our objective is to preserve operating margins, our cash flow analysis will be different than if the objective is to increase sales. These objectives may vary significantly from community to community and over time.

We perform a quarterly review for indicators of impairment. If assets are considered impaired, the impairment charge is determined by the amount the asset's carrying value exceeds its fair value. Fair value is determined based on estimated future cash flows discounted for inherent risks associated with real estate assets. These discounted cash flows are impacted by expected risk based on estimated land development, construction and delivery timelines; market risk of price erosion; uncertainty of development or construction cost increases; and other risks specific to the asset or market conditions where the asset is located when assessment is made. These factors are specific to each community and may vary among communities. It is reasonably possible that changes in market conditions could change management's estimates of future cash inflows and outflows, leading to future impairment charges. For the years ended December 31, 2025, 2024 and 2023, we recorded real estate inventory impairment charges of \$31.1 million, zero, and \$11.5 million, respectively.

### **Warranty Reserves**

In the normal course of business, we incur warranty-related costs associated with homes that have been delivered to homebuyers. Estimated future direct warranty costs are accrued and charged to cost of sales in the period when the related home sales revenues are recognized while indirect warranty overhead salaries and related costs are charged to cost of sales in the period incurred. Factors that affect the warranty accruals include the number of homes delivered, historical and anticipated rates of warranty claims and cost per claim. Our primary assumption in estimating the amounts we accrue for warranty costs is that historical claims experience is a strong indicator of future claims experience. In addition, we maintain commercial general liability insurance designed to protect us against a portion of our risk of loss from warranty and construction-related claims, subject to self-insured retentions. We self-insure a portion of our overall risk through the use of a wholly-owned captive insurance subsidiary. We also generally require our subcontractors and design professionals to indemnify us for liabilities arising from their work, subject to various limitations. However, such indemnity is significantly limited with respect to subcontractors that are added to our commercial general liability insurance policy.

Our warranty reserve is based on actuarial analysis that uses our historical claim and expense data, as well as industry data to estimate these overall costs. Key assumptions used in developing these estimates include weighting of industry data, claim frequencies, severities and resolution patterns, which can occur over an extended period of time. Our warranty reserve may also include an estimate of future fit and finish warranty claims to the extent not contemplated in the actuarial analysis. These estimates are subject to variability due to the length of time between the delivery of a home to a homebuyer and when a warranty or construction defect claim is made, and the ultimate resolution of such claim; uncertainties regarding such claims relative to our markets and the types of product we build; and legal or regulatory actions and/or interpretations, among other factors. Due to the degree of judgment involved and the potential for variability in these underlying assumptions, our actual future costs could differ from those estimated.

We also record expected recoveries from insurance carriers based on actual insurance claims made and actuarially determined amounts that depend on various factors, including, the above-described reserve estimates, our insurance policy coverage limits for the applicable policy years and historical recovery rates. Because of the inherent uncertainty and variability in these assumptions, our actual insurance recoveries could differ significantly from amounts currently estimated.

### **Investments in Unconsolidated Entities**

We have investments in unconsolidated entities over which we have significant influence that we account for using the equity method with taxes provided on undistributed earnings. We record earnings and accrue taxes in the period that the earnings are recorded by our affiliates. Under the equity method, our share of the unconsolidated entities' earnings or loss is included in equity in income (loss) of unconsolidated entities in the accompanying consolidated statements of operations. We evaluate our investments in unconsolidated entities for impairment when events and circumstances indicate that the carrying value of the investment has been impaired beyond a temporary period of time.

### **Variable Interest Entities**

The Company accounts for variable interest entities in accordance with ASC Topic 810, *Consolidation* ("ASC 810"). Under ASC 810, a VIE is created when: (a) the equity investment at risk in the entity is not sufficient to permit

the entity to finance its activities without additional subordinated financial support provided by other parties, including the equity holders; (b) the entity's equity holders as a group (i) lack the direct or indirect ability to make decisions about the entity, (ii) are not obligated to absorb expected losses of the entity or (iii) do not have the right to receive expected residual returns of the entity; or (c) the entity's equity holders have voting rights that are not proportionate to their economic interests, and the activities of the entity involve, or are conducted on behalf of, the equity holder with disproportionately few voting rights. If an entity is deemed to be a VIE pursuant to ASC 810, the enterprise that has both (a) the power to direct the activities of a VIE that most significantly impact the entity's economic performance and (b) the obligation to absorb the expected losses of the entity or right to receive benefits from the entity that could be potentially significant to the VIE is considered the primary beneficiary and must consolidate the VIE.

Under ASC 810, a deposit paid to an entity is deemed to be a variable interest that will absorb some or all of the entity's expected losses if they occur. Our land purchase and lot option deposits generally represent our maximum exposure to the land seller if we elect not to purchase the optioned property. Therefore, whenever we enter into a land option or purchase contract with an entity and make a deposit, a VIE may have been created. In accordance with ASC 810, we perform ongoing reassessments of whether we are the primary beneficiary of a VIE.

In some instances, we may also expend funds for due diligence, development and construction activities with respect to optioned land prior to takedown. Such costs are classified as inventories owned, which we would have to write off should we not exercise the option

### **Stock-Based Compensation**

We account for share-based awards in accordance with ASC Topic 718, *Compensation-Stock Compensation* ("ASC 718"). ASC 718 requires that the cost resulting from all share-based payment transactions be recognized in the financial statements. ASC 718 requires all entities to apply a fair-value-based measurement method in accounting for share-based payment transactions with employees. Share-based awards are expensed on a straight-line basis over the expected vesting period.

### **Income Taxes**

We account for income taxes in accordance with ASC Topic 740, *Income Taxes* ("ASC 740"). Deferred tax assets and liabilities are recorded based on future tax consequences of temporary differences between the amounts reported for financial reporting purposes and the amounts deductible for income tax purposes, and are measured using enacted tax rates expected to apply in the years in which the temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period when the changes are enacted.

We recognize deferred tax assets to the extent that we believe that these assets are more likely than not to be realized. We are required to establish a valuation allowance for any portion of the asset we conclude is more likely than not to be unrealizable. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, carryback potential if permitted under the tax law, and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We record uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

We recognize interest and penalties related to unrecognized tax benefits in the provision for income taxes in the accompanying consolidated statement of operations. Accrued interest and penalties are included in accrued expenses and other liabilities in the accompanying consolidated balance sheets.

### **New Accounting Standards**

In December 2023, FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* ("ASU 2023-09"), which requires expanded disclosure of our income rate reconciliation and income taxes paid. ASU 2023-09 is effective for us for annual periods beginning after January 1, 2025, and was adopted by the Company in this Annual Report on Form 10-K. The adoption impacted our income tax disclosures but did not have a material impact on our consolidated financial position, results of operations, or cash flows.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40)*: Disaggregation of Income Statement Expenses ("ASU 2024-03"), which requires disclosure in the notes to the financial statements of specified information about certain costs and expenses. ASU 2024-03 is effective for our annual report covering the fiscal year beginning January 1, 2027, and for interim periods beginning January 1, 2028. We are currently evaluating the impact this new standard will have on our financial statement disclosures.

## 2. Segment Information

We operate two principal businesses: homebuilding and financial services.

Tri Pointe Homes is engaged in the business of acquiring and developing land and constructing and selling single-family detached and attached homes. In accordance with ASC Topic 280, *Segment Reporting*, we have aggregated our geographical homebuilding segments under the aggregation criteria outlined. In determining the most appropriate reportable segments, we considered similar economic and other characteristics, including product types, average selling prices, gross profits, production processes, suppliers, subcontractors, regulatory environments, land acquisition results, and underlying demand and supply. In addition, our determination of reporting segments considered how our chief operating decision maker evaluates operating performance and capital allocation. Based upon these factors and in consideration of the geographical layout of our homebuilding markets, we have identified three homebuilding reporting segments which are reported under the following hierarchy:

**West Region:** Arizona, California, Nevada and Washington

**Central Region:** Colorado, Texas and Utah

**East Region:** District of Columbia, Florida, Maryland, North Carolina, South Carolina and Virginia

In April 2024, we announced our expansion into the Coastal Carolinas region, which includes parts of South Carolina and Georgia. While we have an established presence in South Carolina, we have not yet commenced operations in Georgia as of December 31, 2025.

Our Tri Pointe Solutions financial services operation is a reportable segment and is comprised of our Tri Pointe Connect mortgage financing operations, our Tri Pointe Assurance title and escrow services operations, and our Tri Pointe Advantage property and casualty insurance agency operations. These financial services businesses have been aggregated in accordance with the criteria outlined in ASC 280, considering their similar economic and operational characteristics. For further details, see Note 1, *Organization and Summary of Significant Accounting Policies*.

Corporate is a non-operating segment that develops and implements company-wide strategic initiatives and provides support to our homebuilding reporting segments by centralizing certain administrative functions, such as marketing, legal, accounting, treasury, insurance, internal audit and risk management, information technology and human resources, to benefit from economies of scale. Our Corporate non-operating segment also includes general and administrative expenses related to operating our corporate headquarters.

The reportable segments follow the same accounting policies used for our consolidated financial statements, as described in Note 1, *Organization and Summary of Significant Accounting Policies*. Operational results of each reportable segment are not necessarily indicative of the results that would have been achieved had the reportable segment been an independent, stand-alone entity during the periods presented.

Our Chief Executive Officer (CEO) is our Chief Operating Decision Maker (CODM) and reviews segment performance to make resource allocation decisions. The CODM evaluates each segment based on revenue, income (loss) before income taxes, and other key nonfinancial homebuilding metrics to guide strategic decisions.

Total revenues, significant expenses and income before income taxes for each of our reportable segments were as follows (in thousands):

**Year Ended December 31, 2025**

	<b>West</b>	<b>Central</b>	<b>East</b>	<b>Homebuilding Operations</b>	<b>Financial Services</b>	<b>Corporate</b>	<b>Consolidated</b>
Home sales revenue	\$ 1,886,728	\$ 924,290	\$ 552,796	\$ 3,363,814	\$ —	\$ —	\$ 3,363,814
Land and lot sales revenue	25,263	6,581	—	31,844	—	—	31,844
Other operations revenue	3,221	18	5	3,244	—	—	3,244
Financial services revenue	—	—	—	—	71,802	—	71,802
Total revenues	1,915,212	930,889	552,801	3,398,902	71,802	—	3,470,704
Cost of home sales	(1,477,045)	(727,519)	(440,833)	(2,645,397)	—	(11,954)	(2,657,351)
Cost of land and lot sales	(22,350)	(7,567)	—	(29,917)	—	27	(29,890)
Other operations expense	(3,174)	—	—	(3,174)	—	—	(3,174)
Sales and marketing	(99,856)	(61,442)	(30,145)	(191,443)	—	(2,341)	(193,784)
General and administrative	(72,237)	(35,938)	(31,314)	(139,489)	—	(90,581)	(230,070)
Financial services expense	—	—	—	—	(54,622)	—	(54,622)
Income (loss) from operations	240,550	98,423	50,509	389,482	17,180	(104,849)	301,813
Equity in income (loss) of unconsolidated entities	52	2,478	(4)	2,526	—	—	2,526
Other income, net	350	1,695	44	2,089	—	27,350	29,439
Income (loss) before income taxes	\$ 240,952	\$ 102,596	\$ 50,549	\$ 394,097	\$ 17,180	\$ (77,499)	\$ 333,778

**Year Ended December 31, 2024**

	<b>West</b>	<b>Central</b>	<b>East</b>	<b>Homebuilding Operations</b>	<b>Financial Services</b>	<b>Corporate</b>	<b>Consolidated</b>
Home sales revenue	\$ 2,641,125	\$ 1,127,972	\$ 617,350	\$ 4,386,447	\$ —	\$ —	\$ 4,386,447
Land and lot sales revenue	17,786	14,894	384	33,064	—	—	33,064
Other operations revenue	3,122	32	8	3,162	—	—	3,162
Financial services revenue	—	—	—	—	70,197	—	70,197
Total revenues	2,662,033	1,142,898	617,742	4,422,673	70,197	—	4,492,870
Cost of home sales	(2,032,289)	(846,401)	(471,099)	(3,349,789)	—	(14,092)	(3,363,881)
Cost of land and lot sales	(17,015)	(13,302)	(274)	(30,591)	—	—	(30,591)
Other operations expense	(3,061)	—	—	(3,061)	—	—	(3,061)
Sales and marketing	(116,841)	(67,349)	(30,795)	(214,985)	—	(1,533)	(216,518)
General and administrative	(84,046)	(34,990)	(30,764)	(149,800)	—	(106,238)	(256,038)
Financial services expense	—	—	—	—	(45,914)	—	(45,914)
Income (loss) from operations	408,781	180,856	84,810	674,447	24,283	(121,863)	576,867
Equity in (loss) income of unconsolidated entities	(38)	395	4	361	—	—	361
Other income, net	735	758	28	1,521	—	38,119	39,640
Income (loss) before income taxes	\$ 409,478	\$ 182,009	\$ 84,842	\$ 676,329	\$ 24,283	\$ (83,744)	\$ 616,868

**Year Ended December 31, 2023**

	<b>West</b>	<b>Central</b>	<b>East</b>	<b>Homebuilding Operations</b>	<b>Financial Services</b>	<b>Corporate</b>	<b>Consolidated</b>
Home sales revenue	\$ 2,408,704	\$ 746,752	\$ 498,579	\$ 3,654,035	\$ —	\$ —	\$ 3,654,035
Land and lot sales revenue	1,676	10,521	—	12,197	—	—	12,197
Other operations revenue	2,938	30	3	2,971	—	—	2,971
Financial services revenue	—	—	—	—	46,001	—	46,001
Total revenues	2,413,318	757,303	498,582	3,669,203	46,001	—	3,715,204
Cost of home sales	(1,872,561)	(576,904)	(384,992)	(2,834,457)	—	(4,056)	(2,838,513)
Cost of land and lot sales	(2,240)	(9,840)	(3)	(12,083)	—	—	(12,083)
Other operations expense	(2,894)	—	—	(2,894)	—	—	(2,894)
Sales and marketing	(110,202)	(48,532)	(24,308)	(183,042)	—	(1,346)	(184,388)
General and administrative	(78,655)	(30,633)	(24,052)	(133,340)	—	(84,654)	(217,994)
Financial services expense	—	—	—	—	(31,322)	—	(31,322)
Income (loss) from operations	346,766	91,394	65,227	503,387	14,679	(90,056)	428,010
Equity in income (loss) of unconsolidated entities	9	(35)	(71)	(97)	—	—	(97)
Other income, net	351	270	(810)	(189)	—	39,635	39,446
Income (loss) before income taxes	\$ 347,126	\$ 91,629	\$ 64,346	\$ 503,101	\$ 14,679	\$ (50,421)	\$ 467,359

Total real estate inventories and total assets for each of our reportable segments, as of the date indicated, were as follows (in thousands):

	December 31, 2025	December 31, 2024
<b>Real estate inventories</b>		
West	\$ 1,902,818	\$ 1,928,257
Central	794,189	791,171
East	481,241	434,031
<b>Total</b>	<b>\$ 3,178,248</b>	<b>\$ 3,153,459</b>
<b>Total assets<sup>(1)</sup></b>		
West	\$ 2,187,263	\$ 2,186,696
Central	1,038,430	1,014,811
East	530,401	473,874
Corporate	1,064,313	1,041,646
Total homebuilding assets	4,820,407	4,717,027
Financial services	157,128	174,088
<b>Total</b>	<b>\$ 4,977,535</b>	<b>\$ 4,891,115</b>

<sup>(1)</sup>Total assets as of December 31, 2025 and 2024 includes \$139.3 million of goodwill, with \$125.4 million included in the West segment, \$8.3 million included in the Central segment and \$5.6 million included in the East segment. Total Corporate assets as of December 31, 2025 and 2024 includes our Tri Pointe Homes trade name. For further details on goodwill and our intangible assets, see Note 8, *Goodwill and Other Intangible Assets*.

### 3. Earnings Per Share

The following table sets forth the components used in the computation of basic and diluted earnings per share (in thousands, except share and per share amounts):

	Year Ended December 31,		
	2025	2024	2023
<b>Numerator:</b>			
Income available to common stockholders	\$ 241,088	\$ 458,029	\$ 343,702
<b>Denominator:</b>			
Basic weighted-average shares outstanding	88,172,175	93,985,551	98,679,477
Effect of dilutive shares:			
Stock options and unvested restricted stock units	523,656	927,038	1,016,185
Diluted weighted-average shares outstanding	88,695,831	94,912,589	99,695,662
<b>Earnings per share</b>			
Basic	\$ 2.73	\$ 4.87	\$ 3.48
Diluted	\$ 2.72	\$ 4.83	\$ 3.45
Antidilutive stock options not included in diluted earnings per share	1,936,719	1,279,064	2,939,126

### 4. Receivables, Net

Receivables, net consisted of the following (in thousands):

	December 31, 2025	December 31, 2024
Other accounts receivable and escrow proceeds	\$ 78,229	\$ 43,074
Warranty insurance receivable (Note 13)	69,021	68,539
<b>Total receivables</b>	<b>\$ 147,250</b>	<b>\$ 111,613</b>

Receivables are evaluated for collectability and allowances for potential losses are established or maintained on applicable receivables based on an expected credit loss approach. Receivables were net of allowances for doubtful accounts of \$436,000 as of both December 31, 2025 and 2024, respectively.

## 5. Real Estate Inventories

Real estate inventories consisted of the following (in thousands):

	December 31, 2025	December 31, 2024
Real estate inventories owned:		
Homes completed or under construction	\$ 1,038,990	\$ 1,294,928
Land under development	1,445,671	1,174,564
Land held for future development	159,627	157,348
Model homes	304,742	285,550
Total real estate inventories owned	2,949,030	2,912,390
Real estate inventories not owned:		
Land purchase and land option deposits	209,642	241,069
Consolidated inventory not owned	19,576	—
Total real estate inventories not owned	229,218	241,069
Total real estate inventories	\$ 3,178,248	\$ 3,153,459

Homes completed or under construction is comprised of costs associated with homes in various stages of construction and includes direct construction and related land acquisition and land development costs. Land under development primarily consists of land acquisition and land development costs, which include capitalized interest and real estate taxes, associated with land undergoing improvement activity. Land held for future development principally reflects land acquisition and land development costs related to land where development activity has not yet begun or has been suspended, but is expected to occur in the future.

Real estate inventories not owned represents deposits related to land purchase and land and lot option agreements. For further details, see Note 7, *Variable Interest Entities*. In addition, real estate inventories not owned includes land sold under a land bank financing arrangement for which we retained a repurchase option.

Interest incurred, capitalized and expensed were as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Interest incurred	\$ 81,496	\$ 114,949	\$ 147,169
Interest capitalized	(81,496)	(114,949)	(147,169)
Interest expensed	\$ —	\$ —	\$ —
Capitalized interest in beginning inventory	\$ 186,370	\$ 221,647	\$ 191,411
Interest capitalized as a cost of inventory	81,496	114,949	147,169
Interest previously capitalized as a cost of inventory, included in cost of sales	(106,566)	(150,226)	(116,933)
Capitalized interest in ending inventory	\$ 161,300	\$ 186,370	\$ 221,647

Interest is capitalized to real estate inventory during development and other qualifying activities. Interest that is capitalized to real estate inventory is included in cost of home sales as related units are delivered.

### *Real Estate Inventory Impairments and Land Option Abandonments*

Real estate inventory impairments and land option abandonments consisted of the following (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Real estate inventory impairments	\$ 31,097	\$ —	\$ 11,500
Land and lot option abandonments and pre-acquisition costs	5,302	4,157	2,657
Total	\$ 36,399	\$ 4,157	\$ 14,157

We recorded real estate inventory impairment charges of \$31.1 million during the year ended December 31, 2025, comprised of \$11.0 million in the West reporting segment, \$4.8 million in the Central reporting segment, and \$15.3 million in the East reporting segment. These impairment charges related to active communities where the carrying value of the communities exceeded their fair value based on a discounted cash flows analysis with the discount rates used to calculate fair value ranging from 10% to 15%. We considered both market risk and community-specific risk to arrive at a discount rate appropriate for the level of total risk associated with these communities. During the year ended December 31, 2023, we recorded real estate inventory impairment charges of \$11.5 million related to one community in the West segment where the carrying value of the real estate inventory exceeded its estimated fair value based on a discounted cash flow analysis where the discount rate used to calculate fair value was 10%. We did not incur any impairment charges during the year ended December 31, 2024.

In addition to owning land and residential lots, we also have option agreements to purchase land and lots at a future date. We have option deposits and capitalized pre-acquisition costs associated with the optioned land and lots. When the economics of a project no longer support acquisition of the land or lots under option, we may elect not to move forward with the acquisition. Option deposits and capitalized pre-acquisition costs associated with the assets under option may be forfeited at that time.

Real estate inventory impairments and land option abandonments are recorded in cost of home sales in the consolidated statements of operations.

## 6. Investments in Unconsolidated Entities

As of December 31, 2025, we held equity investments in fifteen active homebuilding partnerships or limited liability companies. Our participation in these entities may be as a developer, a builder, or an investment partner. Our ownership percentage varies from 8% to 50%, depending on the investment, with no controlling interest held in any of these homebuilding investments. In addition, we have one consolidated financial services joint venture in which we own an 80% interest. This joint venture is included in our consolidated financial statements, and the noncontrolling interest is presented separately.

### *Unconsolidated Financial Information*

Aggregated assets, liabilities and operating results of the entities we account for as equity-method investments are provided below. Because our ownership interest in these entities varies, a direct relationship does not exist between the information presented below and the amounts that are reflected on our consolidated balance sheets as our investment in unconsolidated entities or on our consolidated statements of operations as equity in income (loss) of unconsolidated entities.

Assets and liabilities of unconsolidated entities (in thousands):

	December 31,	
	2025	2024
<b>Assets</b>		
Cash	\$ 34,867	\$ 35,130
Receivables	446	1,777
Real estate inventories	695,084	628,729
Other assets	615	7,198
Total assets	\$ 731,012	\$ 672,834
<b>Liabilities and equity</b>		
Debt obligations and other liabilities	\$ 217,956	\$ 198,543
Company's equity	183,075	173,924
Outside interests' equity	329,981	300,367
Total liabilities and equity	\$ 731,012	\$ 672,834

## Guarantees

The unconsolidated entities in which we hold an equity investment generally finance their activities with a combination of equity and secured project debt financing. We have, and in some cases our joint venture partner has, guaranteed portions of the loan obligations for some of the homebuilding partnerships or limited liability companies, which may include any or all of the following: (i) project completion; (ii) remargin obligations; and (iii) environmental indemnities.

In circumstances in which we have entered into joint and several guarantees with our joint venture partner, we generally seek to implement a reimbursement agreement with our partner that provides that neither party is responsible for more than its proportionate share or agreed-upon share of the guaranteed obligations. In the event our joint venture partner does not have adequate financial resources to meet its obligations under such a reimbursement agreement, or otherwise fails to satisfy its obligations thereunder, we may be responsible for more than our proportionate share of any obligations under such guarantees.

As of December 31, 2025 and 2024, we have not recorded any liabilities for these obligations and guarantees, as the fair value of the related joint venture real estate assets exceeded the threshold where a remargin payment would be required and no other obligations under the guarantees existed as of such time. At December 31, 2025 and 2024, aggregate outstanding debt for unconsolidated entities, included in the “Debt obligations and other liabilities” line of the aggregated assets, liabilities and equity shown in the table above, was \$177.6 million and \$185.8 million, respectively.

Results of operations from unconsolidated entities (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Net sales	\$ 158,359	\$ 130,127	\$ 99,494
Other operating expense	(150,284)	(131,659)	(100,135)
Other expense	1,963	2,051	438
Net (loss) income	\$ 10,038	\$ 519	\$ (203)
Company’s equity in (loss) income of unconsolidated entities	\$ 2,526	\$ 361	\$ (97)

The aggregate results of operations from unconsolidated entities include related party transactions with the Company. When we purchase land from a joint venture in which we are a partner, such transactions are reflected as net sales in the joint ventures’ operating results, with any profit eliminated in the consolidated financial statements. Additionally, when we act as the general partner or managing member, we earn an immaterial, market-based administrative fee for services provided, which is reflected as other operating expense in the joint ventures’ operating results, and as other income (expense) on our consolidated statements of operations.

## 7. Variable Interest Entities

In the ordinary course of business, we enter into land option agreements in order to procure land and residential lots for future development and the construction of homes. The use of such land option agreements generally allows us to reduce the risks associated with direct land ownership and development, and reduces our capital and financial commitments. Pursuant to these land option agreements, we generally provide a deposit to the seller as consideration for the right to purchase land at different times in the future, usually at predetermined prices. Such deposits are recorded as land purchase and land option deposits under real estate inventories in the accompanying consolidated balance sheets.

We analyze each of our land option agreements and other similar contracts under the provisions of ASC 810 to determine whether the land seller is a VIE and, if so, whether we are the primary beneficiary. Although we do not have legal title to the underlying land, if we are determined to be the primary beneficiary of the VIE, we will consolidate the VIE in our financial statements and reflect its assets as real estate inventory not owned included in our real estate inventories, its liabilities as debt (nonrecourse) held by VIEs in accrued expenses and other liabilities and the net equity of the VIE owners as noncontrolling interests on our consolidated balance sheets. In determining whether we are the primary beneficiary, we consider, among other things, whether we have the power to direct the activities of the VIE that most significantly impact the VIE’s economic performance. Such activities would include, among other things, determining or limiting the scope or purpose of the VIE, selling or transferring property owned or controlled by the VIE, or arranging financing for the VIE.

Creditors of the entities with which we have land option agreements have no recourse against us. The maximum exposure to loss under our land option agreements is limited to non-refundable option deposits and any capitalized pre-acquisition costs. In some cases, we have also contracted to complete development work at a fixed cost on behalf of the land

owner and budget shortfalls and savings will be borne by us. Additionally, we have entered into land banking arrangements which require us to complete development work even if we terminate the option to procure land or lots.

The following provides a summary of our interests in land option agreements (in thousands):

	December 31, 2025		December 31, 2024	
	Deposits	Remaining Purchase Price	Deposits	Remaining Purchase Price
Unconsolidated VIEs	\$ 201,640	\$ 1,960,508	\$ 224,319	\$ 1,976,828
Other land option agreements	8,002	108,850	16,750	231,059
<b>Total</b>	<b>\$ 209,642</b>	<b>\$ 2,069,358</b>	<b>\$ 241,069</b>	<b>\$ 2,207,887</b>

Unconsolidated VIEs represent VIEs for which the Company's land option agreement represents a variable interest in the VIE and the Company was not the primary beneficiary. Other land option agreements were not considered VIEs.

In addition to the deposits presented in the table above, our exposure to loss related to our land option contracts consisted of capitalized pre-acquisition costs of \$13.1 million and \$9.3 million as of December 31, 2025 and 2024, respectively. These pre-acquisition costs were included in real estate inventories as land under development on our consolidated balance sheets.

## 8. Goodwill and Other Intangible Assets

As of December 31, 2025 and December 31, 2024, \$139.3 million of goodwill is included in goodwill and other intangible assets, net on each of the consolidated balance sheets, which was recorded in connection with our merger with Weyerhaeuser Real Estate Company ("WRECO") in 2014. In addition, as of December 31, 2025 and December 31, 2024, we have one intangible asset with a carrying amount of \$17.3 million comprised of a Tri Pointe Homes trade name, which has an indefinite useful life and is non-amortizing, resulting from the acquisition of WRECO in 2014.

In accordance with ASC Topic 350, *Intangibles-Goodwill and Other*, we evaluate goodwill and indefinite-lived intangible assets for impairment on an annual basis, or more frequently if events or changes in circumstances between annual tests indicate that it is more likely than not that the asset is impaired. We have performed our annual goodwill impairment evaluation as of October 1, 2025.

For our West, Central and East reporting units, we performed a qualitative assessment to determine whether it is more likely than not that their fair value is less than their carrying amount. For our West reporting unit, we elected to perform a quantitative assessment to determine whether its fair value exceeded its carrying amount. Upon completion of the October 1, 2025 annual impairment assessment, we determined that no goodwill impairment was indicated. As of December 31, 2025, we are not aware of any significant indicators of impairment that exist for our goodwill that would require additional analysis.

An impairment of our indefinite-lived intangible asset is based on a comparison of its fair value to book value, without consideration of any recoverability due to the indefinite nature of the asset. As of December 31, 2025, we believe that our indefinite-lived intangible asset continues to have an indefinite life and that its fair value exceeds its carrying value.

Management's judgment is required in the forecasts of future operating results that are used in our impairment evaluations. Our estimates are consistent with the plans and estimates that we use to manage our business. It is possible, however, that the plans may change and estimates used may prove to be inaccurate. If our actual results, or the plans and estimates used in future impairment analyses, are lower than the original estimates used to assess the recoverability of these assets, we could incur future impairment charges.

## 9. Other Assets

Other assets consisted of the following (in thousands):

	December 31, 2025	December 31, 2024
Prepaid expenses	\$ 12,377	\$ 11,600
Refundable fees and other deposits	18,913	19,772
Development rights, held for future use or sale	845	845
Deferred loan costs	7,181	3,637
Operating properties and equipment, net	61,212	58,219
Lease right-of-use assets	75,840	66,273
Income tax receivable	6,377	—
Other	5,154	4,149
<b>Total</b>	<b>\$ 187,899</b>	<b>\$ 164,495</b>

## 10. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consisted of the following (in thousands):

	December 31, 2025	December 31, 2024
Accrued payroll and related costs	\$ 50,938	\$ 77,609
Warranty reserves (Note 13)	124,103	116,150
Estimated cost for completion of real estate inventories	92,623	117,927
Customer deposits	23,757	41,439
Liabilities related to inventory not owned	19,576	—
Accrued income taxes payable	2,764	8,791
Accrued interest	4,714	4,891
Other tax liabilities	3,910	2,521
Lease liabilities	88,386	78,067
Other	14,518	18,168
<b>Total</b>	<b>\$ 425,289</b>	<b>\$ 465,563</b>

## 11. Senior Notes and Loans Payable

### Senior Notes

Senior notes consisted of the following (in thousands):

	December 31, 2025	December 31, 2024
5.250% Senior Notes due June 1, 2027	\$ 300,000	\$ 300,000
5.700% Senior Notes due June 15, 2028	350,000	350,000
Discount and deferred loan costs	(2,414)	(3,466)
<b>Total</b>	<b>\$ 647,586</b>	<b>\$ 646,534</b>

In June 2020, Tri Pointe issued \$350.0 million aggregate principal amount of 5.700% Senior Notes due 2028 (the “2028 Notes”) at 100.00% of their aggregate principal amount. Net proceeds of this issuance were \$345.2 million, after debt issuance costs and discounts. The 2028 Notes mature on June 15, 2028 and interest is paid semiannually in arrears on June 15 and December 15 of each year until maturity.

In June 2017, Tri Pointe issued \$300.0 million aggregate principal amount of 5.250% Senior Notes due 2027 (the “2027 Notes”) at 100.00% of their aggregate principal amount. Net proceeds of this issuance were \$296.3 million, after debt issuance costs and discounts. The 2027 Notes mature on June 1, 2027 and interest is paid semiannually in arrears on June 1 and December 1 of each year until maturity.

As of December 31, 2025 and December 31, 2024 there was \$2.4 million and \$3.5 million, respectively, of capitalized debt financing costs, included in senior notes, net on our consolidated balance sheet, that will amortize over the lives of the Senior Notes. Accrued interest related to the Senior Notes was \$2.1 million at both December 31, 2025 and 2024.

### **Loans Payable**

The Company's outstanding loans payable consisted of the following (in thousands):

	December 31, 2025	December 31, 2024
Term loan facility	\$ 450,000	\$ 250,000
Seller-financed loans	6,468	20,970
<b>Total</b>	<b>\$ 456,468</b>	<b>\$ 270,970</b>

On April 30, 2025, we entered into a Fifth Modification Agreement (the "Fifth Modification") to our Second Amended and Restated Credit Agreement dated as of March 29, 2019 (the "Credit Agreement"). The Fifth Modification, among other things, amends the Credit Agreement to (i) increase the maximum amount of the revolving credit facility (the "Revolving Facility") under the Credit Agreement from \$750.0 million to \$850.0 million, with the ability to increase the aggregate amount of the Revolving Facility up to \$1.2 billion under certain circumstances, (ii) extend the maturity date of the Revolving Facility to April 30, 2030, (iii) permit three one-year extension requests for the maturity date of the Revolving Facility under certain circumstances, and (iv) modify certain financial covenants. Following the Fifth Modification, The Credit Facility (as defined below), consisted of an \$850 million revolving credit facility (the "Revolving Facility") and a \$250 million term loan facility (the "Term Facility" and together with the Revolving Facility, the "Credit Facility"). The Term Facility was scheduled to mature on June 29, 2027 while the Revolving Facility matures on April 30, 2030. We may borrow under the Revolving Facility in the ordinary course of business to repay senior notes and fund our operations, including our land acquisition, land development and homebuilding activities. Borrowings under the Revolving Facility will be governed by, among other things, a borrowing base. Interest rates under the Revolving Facility will be based on the Secured Overnight Financing Rate ("SOFR"), plus a spread ranging from 1.25% to 1.90%, depending on the Company's leverage ratio. Interest rates under the Term Facility will be based on SOFR, plus a spread ranging from 1.10% to 1.85%, depending on the Company's leverage ratio.

On September 18, 2025, we entered into a Sixth Modification Agreement (the "Sixth Modification") to the Credit Agreement. The Sixth Modification increased the Term Facility from \$250.0 million to \$450.0 million and divided it into two tranches: (i) Term Facility Tranche A, which matures on September 29, 2027 and includes extension options for up to two additional one-year periods under certain conditions, and (ii) Term Facility Tranche B, which comprised \$10.0 million as of December 31, 2025 and continues to mature on June 29, 2027.

We had no outstanding debt under the Revolving Facility as of December 31, 2025 and 2024. As of December 31, 2025, we had \$450 million outstanding debt under the Term Facility with a variable interest rate of 4.9%. As of December 31, 2025 and 2024, there was \$7.2 million and \$3.6 million, of capitalized debt financing costs. These costs related to the Credit Facility will amortize over the remaining term of the Credit Facility and are included in other assets on our consolidated balance sheets. Accrued interest, including loan commitment fees, related to the Credit Facility was \$2.4 million and \$1.5 million as of December 31, 2025 and 2024, respectively.

At December 31, 2025 and 2024, we had outstanding letters of credit of \$51.9 million and \$55.6 million, respectively. These letters of credit were issued to secure various financial obligations. We believe it is not probable that any outstanding letters of credit will be drawn upon.

As of December 31, 2025, we had \$798.1 million of availability under the Credit Facility after considering the borrowing base provisions and outstanding letters of credit.

As of December 31, 2025, the Company had \$6.5 million outstanding under two seller-financed loans, compared with \$21.0 million outstanding under two such loans as of December 31, 2024. All seller-financed loans were used to acquire lots for the construction of homes. Principal on the existing loans are expected to be fully paid by the end of fiscal year 2026, provided certain achievements are met. One of the seller-financed loans, representing \$5.9 million of the total balance, accrues interest at an imputed interest rate of 4.5% per annum. The second seller-financed loan represented \$600,000 of the total balance as of December 31, 2025.

### ***Interest Incurred***

During the years ended December 31, 2025 and 2024, the Company incurred interest of \$81.5 million and \$114.9 million, respectively, related to all notes payable and Senior Notes outstanding during the period. All interest incurred was capitalized to inventory for the years ended December 31, 2025 and 2024, respectively. Included in interest incurred was amortization of deferred financing and Senior Notes discount costs of \$2.8 million and \$3.7 million for the years ended December 31, 2025 and 2024, respectively. Accrued interest related to all outstanding debt at December 31, 2025 and 2024 was \$4.7 million and \$4.9 million, respectively.

### ***Covenant Requirements***

The Senior Notes contain covenants that restrict our ability to, among other things, create liens or other encumbrances, enter into sale and leaseback transactions, or merge or sell all or substantially all of our assets. These limitations are subject to a number of qualifications and exceptions.

Under the Credit Facility, the Company is required to comply with certain financial covenants, including those relating to consolidated tangible net worth, leverage, liquidity or interest coverage, and a spec unit inventory test. The Credit Facility also requires that at least 95.0% of consolidated tangible net worth must be attributable to the Company and its guarantor subsidiaries, subject to certain grace periods.

The Company was in compliance with all applicable financial covenants as of December 31, 2025 and December 31, 2024.

### ***Mortgage Repurchase Facilities***

As of December 31, 2025, Tri Pointe Connect has two active Master Repurchase Agreements totaling \$200 million (“Repurchase Agreements”). The Repurchase Agreements contain various affirmative and negative covenants applicable to Tri Pointe Connect, including thresholds related to net worth, net income, liquidity, and profitability. As of December 31, 2025, Tri Pointe Connect had \$90.6 million of outstanding debt related to the Repurchase Agreements at a weighted-average interest rate of 5.7%, and \$109.4 million of remaining capacity under the Repurchase Agreements. Tri Pointe Connect was in compliance with all covenants and requirements as of December 31, 2025.

The following table provides a summary of Tri Pointe Connect’s Repurchase Agreements as of December 31, 2025 (dollars in thousands):

Facility	Outstanding Balance	Facility Amount	Interest Rate	Expiration Date	Collateral (1)
Warehouse A	\$ 72,604	\$ 100,000	Term SOFR + 1.75%	4/22/2026	Mortgage Loans
Warehouse B (2)	17,966	50,000	Term SOFR + 1.75%	7/28/2026	Mortgage Loans
Warehouse B (2)	—	50,000	Term SOFR + 1.75%	On Demand	Mortgage Loans
<b>Total</b>	<b>\$ 90,570</b>	<b>\$ 200,000</b>			

(1) Mortgage loans held for sale consist of single-family residential loans collateralized by the underlying property. Generally, all of the loans originated by us are sold in the secondary mortgage market within 30 days after origination. As of December 31, 2025, mortgage loans held for sale had an aggregate fair value of \$98.5 million.

(2) Warehouse B is a \$100 million facility, of which \$50 million is committed and \$50 million is uncommitted.

## **12. Fair Value Disclosures**

### ***Fair Value Measurements***

ASC Topic 820, *Fair Value Measurements and Disclosures*, defines “fair value” as the price that would be received for selling an asset or paid to transfer a liability in an orderly transaction between market participants at measurement date and requires assets and liabilities carried at fair value to be classified and disclosed in the following three categories:

- Level 1—Quoted prices for identical instruments in active markets
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are inactive; and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets at measurement date

- Level 3—Valuations derived from techniques where one or more significant inputs or significant value drivers are unobservable in active markets at measurement date

### **Fair Value of Financial Instruments**

A summary of assets and liabilities at December 31, 2025 and 2024, related to our financial instruments, measured at fair value for disclosure purposes on a recurring basis, is set forth below (in thousands):

	Hierarchy	December 31, 2025		December 31, 2024	
		Book Value	Fair Value	Book Value	Fair Value
Senior Notes <sup>(1)</sup>	Level 2	\$ 650,000	\$ 657,888	\$ 650,000	\$ 642,690
Term loan <sup>(2)</sup>	Level 2	\$ 450,000	\$ 450,000	\$ 250,000	\$ 250,000
Seller-financed loans <sup>(3)</sup>	Level 2	\$ 6,468	\$ 6,468	\$ 20,970	\$ 20,970
Mortgage loans held for sale	Level 2	\$ 98,514	\$ 98,514	\$ 115,001	\$ 115,001
Mortgage repurchase facilities	Level 2	\$ 90,570	\$ 90,570	\$ 104,098	\$ 104,098

- (1) The book value of the Senior Notes is net of discounts, excluding deferred loan costs of \$2.4 million and \$3.5 million as of December 31, 2025 and 2024, respectively. The estimated fair value of our Senior Notes at December 31, 2025 and 2024 is based on quoted market prices.
- (2) The estimated fair value of the Term Loan Facility as of December 31, 2025 and 2024 approximated book value due to the variable interest rate terms of these loans.
- (3) The estimated fair value of our seller-financed loans as of December 31, 2025 and 2024 approximated book value due to the short term nature of these loans.
- (4) The estimated fair value for mortgage loans held for sale are determined based on quoted market prices, and are measured at fair value on a recurring basis, with changes in fair value recognized in our consolidated statements of operations.
- (5) The estimated fair value of our mortgage repurchase facilities approximated book value due to the short term nature of these maturities.

At December 31, 2025 and 2024, the carrying value of cash and cash equivalents, receivables, other assets, accounts payable and accrued expenses and other liabilities approximated fair value due to their short-term nature and variable interest rate terms.

### **Fair Value of Nonfinancial Assets**

Nonfinancial assets include items such as real estate inventories and long-lived assets that are measured at fair value on a nonrecurring basis with events and circumstances indicating the carrying value is not recoverable. For further details, see Note 5, *Real Estate Inventories*. The following table presents real estate inventories impairment charges and the remaining net fair value for nonfinancial assets that were measured during the periods presented (in thousands):

	Hierarchy	Year Ended December 31, 2025		Year Ended December 31, 2024	
		Impairment Charge	Fair Value Net of Impairment	Impairment Charge	Fair Value Net of Impairment
Real estate inventories <sup>(1)</sup>	Level 3	\$ 31,097	\$ 106,315	\$ —	\$ —

- (1) Fair value of real estate inventories, net of impairment charges represents only those assets whose carrying values were adjusted to fair value in the respective periods presented. Fair Value Net of Impairment represents the fair value of the real estate inventories, net of the impairment charge, as of the date that the fair value measurements were made. The carrying value for these real estate inventories subsequently changed from the fair value reflected due to activity that occurred since the measurement date.

## **13. Commitments and Contingencies**

### **Legal Matters**

Lawsuits, claims and proceedings have been and may be instituted or asserted against us in the normal course of business, including actions brought on behalf of various classes of claimants. We are also subject to local, state and federal laws and regulations related to land development activities, house construction standards, sales practices, employment practices,

environmental protection and financial services. As a result, we are subject to periodic examinations or inquiry by agencies administering these laws and regulations.

We record a reserve for potential legal claims and regulatory matters when they are probable of occurring and a potential loss is reasonably estimable. We accrue for these matters based on facts and circumstances specific to each matter and revise these estimates when necessary. In view of the inherent difficulty of predicting outcomes of legal claims and related contingencies, we generally cannot predict their ultimate resolution, related timing or eventual loss. Accordingly, it is possible that the ultimate outcome of any matter, if in excess of a related accrual or if no accrual was made, could be material to our financial statements. As of December 31, 2025 and December 31, 2024, the Company had no legal reserves, as no matters were identified for which a loss was considered both probable and reasonably estimable.

### **Warranty**

Warranty reserves are accrued as home deliveries occur. Our warranty reserves on homes delivered will vary based on product type and geographic area and also depending on state and local laws. The warranty reserve is included in accrued expenses and other liabilities on our consolidated balance sheets and represents expected future costs based on our historical experience over previous years. Estimated warranty costs are charged to cost of home sales in the period in which the related home sales revenue is recognized.

We maintain commercial general liability insurance designed to protect us against a portion of our risk of loss from warranty and construction defect-related claims, subject to self-insured retentions. We self-insure a portion of our overall risk through the use of a wholly-owned captive insurance subsidiary. We also generally require our subcontractors and design professionals to indemnify us for liabilities arising from their work, subject to various limitations. However, such indemnity is significantly limited with respect to subcontractors that are added to our commercial general liability insurance policy.

Our warranty reserve and related estimated insurance recoveries are based on actuarial analysis that uses our historical claim and expense data, as well as industry data to estimate these overall costs and related recoveries. Key assumptions used in developing these estimates include weighting of industry data, claim frequencies, severities and resolution patterns, which can occur over an extended period of time. These estimates are subject to variability due to the length of time between the delivery of a home to a homebuyer and when a warranty or construction defect claim is made, and the ultimate resolution of such claim; uncertainties regarding such claims relative to our markets and the types of product we build; and legal or regulatory actions and/or interpretations, among other factors. Due to the degree of judgment involved and the potential for variability in these underlying assumptions, our actual future costs could differ from those estimated. There can be no assurance that the terms and limitations of the limited warranty will be effective against claims made by homebuyers, that we will be able to renew our insurance coverage or renew it at reasonable rates and comparable self-insurance retentions, that we will not be liable for damages, cost of repairs, and/or the expense of litigation surrounding possible construction defects, soil subsidence or building related claims, that claims will not exceed our insurance coverage limits, or that claims will not arise out of uninsurable events or circumstances not covered by insurance and not subject to effective indemnification agreements with certain subcontractors.

We also record expected recoveries from insurance carriers based on actual insurance claims made and actuarially determined amounts that depend on various factors, including, the above-described reserve estimates, our insurance policy coverage limits for the applicable policy years and historical recovery rates. Because of the inherent uncertainty and variability in these assumptions, our actual insurance recoveries could differ significantly from amounts currently estimated. Outstanding warranty insurance receivables were \$69.0 million and \$68.5 million as of December 31, 2025 and 2024, respectively. Warranty insurance receivables are recorded in receivables on the accompanying consolidated balance sheets.

Warranty reserves consisted of the following (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Warranty reserves, beginning of period	\$ 116,150	\$ 106,993	\$ 104,375
Warranty reserves accrued	46,489	45,233	42,593
Warranty expenditures	(38,536)	(36,076)	(39,975)
Warranty reserves, end of period	\$ 124,103	\$ 116,150	\$ 106,993

### **Performance Bonds**

We obtain surety bonds in the normal course of business with various municipalities and other government agencies to secure completion of certain infrastructure improvements of our projects. As of December 31, 2025 and December 31, 2024, the Company had outstanding surety bonds totaling \$634.9 million and \$654.1 million, respectively. As of December 31, 2025 and December 31, 2024, our estimated cost to complete obligations related to these surety bonds was \$492.4 million and \$443.9 million, respectively. If any such performance bonds or letters of credit are called, we would be obligated to reimburse the issuer of the performance bond or letter of credit. We do not believe that a material amount of any currently outstanding performance bonds or letters of credit will be called. Performance bonds do not have stated expiration dates. Rather, we are released from the performance bonds as the underlying performance is completed.

### Lease Obligations

Under ASC 842, we recognize a right-of-use lease asset and a lease liability for contracts deemed to contain a lease at the inception of the contract. Our lease population is fully comprised of operating leases, which are recorded at the net present value of future lease obligations on our consolidated balance sheet. At the inception of a lease, or if a lease is subsequently modified, we determine whether the lease is an operating or financing lease. Key estimates involved with ASC 842 include the discount rate used to measure our future lease obligations and the lease term, where considerations include renewal options and intent to renew. Lease right-of-use assets are included in other assets and lease liabilities are included in accrued expenses and other liabilities on our consolidated balance sheet.

### Operating Leases

We lease certain property and equipment under non-cancelable operating leases. Office leases are for terms of up to ten years and generally provide renewal options. In most cases, we expect that, in the normal course of business, leases that expire will be renewed or replaced by other leases. Equipment leases are typically for terms of three to four years. For the years ended December 31, 2025, 2024 and 2023, lease expense was \$13.8 million, \$12.2 million and \$10.3 million, respectively. Rental expense is included in general and administrative expenses on the consolidated statements of operations.

In 1987, we obtained two 55-year ground leases of commercial property that provided for three renewal options of ten years each and one 45-year renewal option. We exercised the three ten-year extensions on one of these ground leases to extend the lease through 2071. The commercial buildings on these properties have been sold and the ground leases have been sublet to the buyers.

For one of these leases, we are responsible for making lease payments to the land owner, and we collect sublease payments from the buyers of the buildings. This ground lease has been subleased through 2041 to the buyers of the commercial buildings. For the second lease, the buyers of the buildings are responsible for making lease payments directly to the land owner, however, we have guaranteed the performance of the buyers/lessees. See below for additional information on leases (dollars in thousands):

	Year Ended December 31, 2025	Year Ended December 31, 2024	Year ended December 31, 2023
<b>Lease Cost</b>			
Operating lease cost (included in SG&A expense)	\$ 13,833	\$ 12,205	\$ 10,314
Ground lease cost (included in other operations expense)	3,174	3,061	2,893
Sublease income, ground leases (included in other operations revenue)	(3,221)	(3,106)	(2,935)
Net lease cost	<u>\$ 13,786</u>	<u>\$ 12,160</u>	<u>\$ 10,272</u>

### Other information

Cash paid for amounts included in the measurement of lease liabilities:

Operating lease cash flows (included in operating cash flows)	\$ 13,444	\$ 12,335	\$ 9,754
Ground lease cash flows (included in operating cash flows)	\$ 2,654	\$ 2,654	\$ 2,654
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 20,957	\$ 9,052	\$ 9,016

	December 31, 2025	December 31, 2024
Weighted-average discount rate:		
Operating leases	5.4 %	5.0 %
Ground leases	10.2 %	10.2 %
Weighted-average remaining lease term (in years):		
Operating leases	5.7	5.6
Ground leases	42.5	43.4

The future minimum lease payments under our operating leases are as follows (in thousands):

	Property, Equipment and Other Leases	Ground Leases <sup>(1)</sup>
2026	\$ 13,696	\$ 3,237
2027	13,605	3,237
2028	13,239	3,237
2029	11,749	3,237
2030	8,182	3,237
Thereafter	11,593	68,928
Total operating lease payments	\$ 72,064	\$ 85,113
Less: Interest	10,920	57,871
Present value of operating lease liabilities	\$ 61,144	\$ 27,242

<sup>(1)</sup> Ground leases are fully subleased through 2041, representing \$51.3 million of the \$85.1 million future ground lease obligations.

### ***Purchase Obligations***

In the ordinary course of business, we enter into land option contracts in order to procure lots for the construction of our homes. We are subject to customary obligations associated with entering into contracts for the purchase of land and improved lots. These purchase contracts typically require a cash deposit and the purchase of properties under these contracts is generally contingent upon satisfaction of certain requirements by the sellers, including obtaining applicable property and development entitlements. We also utilize option contracts with land sellers and land banking arrangements as a method of acquiring land in staged takedowns, to help us manage the financial and market risk associated with land holdings, and to reduce the use of funds from our corporate financing sources. These option contracts and land banking arrangements generally require a non-refundable deposit for the right to acquire land and lots over a specified period of time at pre-determined prices. We generally have the right at our discretion, to terminate our obligations under both purchase contracts and option contracts by forfeiting our cash deposit with no further financial responsibility to the land seller. In some cases, however, we may be contractually obligated to complete development work at the land seller's expense even if we terminate the option to procure land or lots. As of December 31, 2025, we had \$209.6 million of non-refundable cash deposits pertaining to land option contracts and purchase contracts with an aggregate remaining purchase price of approximately \$2.1 billion (net of deposits).

## **14. Stock-Based Compensation**

### ***2022 Long-Term Incentive Plan***

On April 20, 2022, our stockholders approved the Tri Pointe Homes, Inc. 2022 Long-Term Incentive Plan (the "2022 Plan"), which had been previously approved by our board of directors. The 2022 Plan replaced the Company's prior stock compensation plan, the TRI Pointe Group, Inc. Amended and Restated 2013 Long-Term Incentive Plan (the "2013 Plan"). The 2022 Plan provides for the grant of equity-based awards, including options to purchase shares of common stock, stock appreciation rights, restricted stock, restricted stock units, bonus stock and performance awards. The 2022 Plan will automatically expire on the tenth anniversary of its effective date. Our board of directors may terminate or amend the 2022 Plan at any time, subject to any requirement of stockholder approval required by applicable law, rule or regulation.

The number of shares of our common stock that may be issued under the 2022 Plan is 7,500,000 shares. No new awards have been or will be granted under the 2013 Plan from and after February 23, 2022. Any awards outstanding under the 2013

Plan will remain subject to and be paid under the 2013 Plan, and any shares subject to outstanding awards under the 2013 Plan that subsequently expire, terminate, or are surrendered or forfeited for any reason without issuance of shares will automatically become available for issuance under the 2022 Plan.

To the extent that shares of our common stock subject to an outstanding option, stock appreciation right, stock award or performance award granted under the 2022 Plan are not issued or delivered by reason of the expiration, termination, cancellation or forfeiture of such award or the settlement of such award in cash, then such shares of our common stock generally will again be available under the 2022 Plan. However, the 2022 Plan prohibits us from re-using shares that are tendered or surrendered to pay the exercise cost or tax obligation for stock options and SARs.

As of December 31, 2025, there were 4,920,824 shares available for future grant under the 2022 Plan.

The following table presents compensation expense recognized related to all stock-based awards (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Total stock-based compensation	\$ 30,829	\$ 33,509	\$ 19,919

Stock-based compensation is charged to general and administrative expense on the accompanying consolidated statements of operations. As of December 31, 2025, total unrecognized stock-based compensation related to all stock-based awards was \$30.1 million and the weighted average term over which the expense was expected to be recognized was 1.2 years.

### Summary of Restricted Stock Unit Activity

The following table presents a summary of restricted stock units (“RSUs”) for the year ended December 31, 2025:

	Restricted Stock Units	Weighted Average Grant Date Fair Value Per Share
Nonvested RSUs at December 31, 2024	3,431,275	\$ 27.45
Granted	1,309,288	\$ 30.90
Vested	(938,660)	\$ 26.25
Forfeited	(679,554)	\$ 23.38
Nonvested RSUs at December 31, 2025	3,122,349	\$ 30.42

The total intrinsic value of RSUs that vested during the years ended December 31, 2025, 2024 and 2023 was \$31.2 million, \$28.6 million, and \$26.8 million respectively. The total grant date fair value of restricted stock awards granted during the years ended December 31, 2025, 2024 and 2023 was \$40.4 million, \$40.1 million, and \$29.0 million, respectively.

On February 19, 2025, the Company granted an aggregate of 509,446 time-based RSUs to certain employees and officers. The RSUs granted vest in equal installments annually on the anniversary of the grant date over a three-year period. The fair value of each RSU granted on February 19, 2025 was measured using a price of \$30.89 per share, which was the closing stock price on the date of grant. Each award will be expensed on a straight-line basis over the vesting period.

On February 19, 2025, the Company granted an aggregate of 760,119 performance-based RSUs to the Company’s Chief Executive Officer, Chief Operating Officer and President, Chief Financial Officer, General Counsel, Executive Vice President and Chief Marketing Officer, Chief Human Resources Officer, and division presidents. These performance-based RSUs are allocated to two separate performance metrics, as follows: (i) 50% to homebuilding revenue of the applicable Company division, and (ii) 50% to pre-tax earnings of the applicable Company division. The vesting, if at all, of these performance-based RSUs may range from 0% to 100% and will be based on the applicable Company division’s percentage attainment of specified threshold, target and maximum performance goals. The performance period for these performance-based RSUs is January 1, 2025 to December 31, 2027. The fair value of these performance-based RSUs was measured using a price of \$30.89 per share, which was the closing stock price on the date of grant. Each award will be expensed over the requisite service period.

On May 5, 2025, the Company granted an aggregate of 27,820 time-based RSUs to the non-employee members of its board of directors. The RSUs granted to the non-employee directors vest in their entirety on the day immediately prior to the Company's 2026 annual meeting of stockholders. The fair value of each RSU granted on May 5, 2025 was measured using a price of \$31.45 per share, which was the closing stock price on the date of grant. Each award will be expensed on a straight-line basis over the vesting period.

For the twelve months ended December 31, 2025, the Company granted an aggregate of 11,903 time-based RSUs to certain employees not described above. The RSUs granted vest in equal installments annually beginning on anniversary of the grant date over a three-year period. The fair value of the RSUs granted were measured using the closing stock prices on the applicable date of each grant. Each award will be expensed on a straight-line basis over the vesting period.

On February 21, 2024, the Company granted an aggregate of 430,887 time-based RSUs to certain employees and officers. The RSUs granted vest in equal installments annually on the anniversary of the grant date over a three-year period. The fair value of each RSU granted on February 21, 2024 was measured using a price of \$35.51 per share, which was the closing stock price on the date of grant. Each award will be expensed on a straight-line basis over the vesting period.

On February 21, 2024, the Company granted an aggregate of 656,844 performance-based RSUs to the Company's Chief Executive Officer, Chief Operating Officer and President, Chief Financial Officer, General Counsel, Chief Marketing Officer, Chief Human Resources Officer and division presidents. These performance-based RSUs are allocated to two separate performance metrics, as follows: (i) 50% to homebuilding revenue of the applicable Company division, and (ii) 50% to pre-tax earnings of the applicable Company division. The vesting, if at all, of these performance-based RSUs may range from 0% to 100% and will be based on the applicable Company division's percentage attainment of specified threshold, target and maximum performance goals. The performance period for these performance-based RSUs is January 1, 2024 to December 31, 2026. The fair value of these performance-based RSUs was measured using a price of \$35.51 per share, which was the closing stock price on the date of grant. Each award will be expensed over the requisite service period.

On April 29, 2024, the Company granted an aggregate of 21,835 time-based RSUs to the non-employee members of its board of directors. The RSUs granted to the non-employee directors vest in their entirety on the day immediately prior to the Company's 2025 annual meeting of stockholders. The fair value of each RSU granted on April 24, 2024 was measured using a price of \$37.78 per share, which was the closing stock price on the date of grant. Each award will be expensed on a straight-line basis over the vesting period.

For the year ended December 31, 2024, the Company granted an aggregate of 17,082 time-based RSUs to certain employees not described above. The RSUs granted vest in equal installments annually beginning on anniversary of the grant date over a three-year period. The fair value of the RSUs granted were measured using the closing stock prices on the applicable date of each grant. Each award will be expensed on a straight-line basis over the vesting period.

As RSUs vest for employees, a portion of the shares awarded is generally withheld to cover employee tax withholdings. As a result, the number of RSUs vested and the number of shares of Tri Pointe common stock issued will differ.

## 15. Income Taxes

The provision for income tax attributable to income before income taxes consisted of (in thousands):

	Year Ended December 31,		
	2025	2024	2023
<b>Current:</b>			
Federal	\$ 69,897	\$ 131,538	\$ 97,436
State	20,045	35,339	23,873
Total current taxes	89,942	166,877	121,309
<b>Deferred:</b>			
Federal	912	(6,637)	(5,926)
State	1,931	(1,342)	2,781
Total deferred taxes	2,843	(7,979)	(3,145)
Total income tax expense	\$ 92,785	\$ 158,898	\$ 118,164

The Company's provision for income taxes was different from the amount computed by applying the statutory federal income tax rate of 21% to the underlying income before income taxes as a result of the following (in thousands):

	Year Ended December 31,					
	2025		2024		2023	
Taxes at the U.S. federal statutory rate	\$ 70,093	21.0 %	\$ 129,543	21.0 %	\$ 98,122	21.0 %
State income taxes, net of federal tax impact	17,372	5.2 %	26,895	4.4 %	21,032	4.5 %
Federal energy credits	(425)	(0.1)%	(2,634)	(0.4)%	(4,759)	(1.0)%
Change in valuation allowance	374	0.1 %	(14)	0.0 %	(41)	0.0 %
Nontaxable or nondeductible items						
Executive compensation	5,657	1.7 %	8,162	1.3 %	4,290	0.9 %
Share-based compensation	(1,265)	(0.4)%	(4,193)	(0.7)%	(847)	(0.2)%
Other nontaxable or nondeductible items, net	524	0.2 %	990	0.2 %	(480)	(0.1)%
Other adjustments, net	455	0.1 %	149	0.0 %	847	0.2 %
Total income tax (benefit) expense	\$ 92,785	27.8 %	\$ 158,898	25.8 %	\$ 118,164	25.3 %

Net cash paid for income taxes consisted of the following (in thousands):

	Year Ended December 31,		
	2025	2024	2023
U.S. federal	\$ 76,500	\$ 149,000	\$ 89,000
California	12,600	21,500	15,488
Other states	13,504	10,565	10,627
Net cash paid for income taxes	\$ 102,604	\$ 181,065	\$ 115,115

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of assets and liabilities and their respective tax basis, and for operating loss and tax credit carryforwards. Deferred taxes consisted of the following at December 31, 2025 and 2024 (in thousands):

	Year Ended December 31,	
	2025	2024
Deferred tax assets:		
Impairment and other valuation reserves	\$ 16,903	\$ 11,060
Incentive compensation	7,328	12,633
Indirect costs capitalized	25,722	23,877
Operating lease liability	20,932	19,192
Warranty reserves	12,194	15,472
State taxes	4,416	7,466
Other costs and expenses	10,254	10,639
Gross deferred tax assets	97,749	100,339
Valuation allowance	(3,660)	(3,358)
Deferred tax assets, net of valuation allowance	94,089	96,981
Deferred tax liabilities:		
Interest capitalized	—	(3,345)
Basis difference in inventory	(4,953)	(5,104)
Fixed assets	(10,909)	(8,861)
Intangibles	(4,077)	(4,212)
Operating lease asset	(17,198)	(15,769)
Warranty insurance receivable	(13,313)	(13,169)
Deferred financing costs	(166)	(184)
Other	(341)	(362)
Deferred tax liabilities	(50,957)	(51,006)
Net deferred tax assets	\$ 43,132	\$ 45,975

The Company accounts for income taxes in accordance with ASC 740, which requires an asset and liability approach for measuring deferred taxes based on temporary differences between the financial statements and tax bases of assets and liabilities using enacted tax rates for the years in which taxes are expected to be paid or recovered. Each quarter we assess our deferred tax asset to determine whether all or any portion of the asset is more likely than not unrealizable under ASC 740. We are required to establish a valuation allowance for any portion of the asset we conclude is more likely than not to be unrealizable. Our assessment considers, among other things, the nature, frequency and severity of our current and cumulative losses, forecasts of our future taxable income, the duration of statutory carryforward periods and tax planning alternatives.

As of December 31, 2025, the Company did not have any federal or state net operating loss carryforwards. As of December 31, 2025 and 2024, we had a valuation allowance on our deferred tax assets of \$3.7 million and \$3.4 million, respectively. The valuation allowance as of December 31, 2025 and 2024 primarily related to an impairment of our investment in an unconsolidated joint venture that, if dissolved, would result in a capital loss, the realization of which is uncertain.

The Company will continue to evaluate both positive and negative evidence in determining the need for a valuation allowance against its deferred tax assets. Changes in positive and negative evidence, including differences between the Company's future operating results and the estimates utilized in the determination of the valuation allowance, could result in changes in the Company's estimate of the valuation allowance against its deferred tax assets. The accounting for deferred taxes is based upon estimates of future results. Differences between the anticipated and actual outcomes of these future results could have a material impact on the Company's consolidated results of operations or financial position. Also, changes in existing federal and state tax laws and tax rates could affect future tax results and the valuation allowance against the Company's deferred tax assets.

The Company files income tax returns in the U.S., including federal and multiple state and local jurisdictions. The Company's tax years 2021 to 2024 will remain open to examination by the federal and state authorities for three and four years, respectively, from the date of utilization of any net operating loss or credit carryforwards.

Unrecognized tax benefits represent potential future obligations to taxing authorities if uncertain tax positions we have taken on previously filed tax returns are not sustained. These amounts represent the gross amount of exposure in individual jurisdictions and do not reflect any additional benefits expected to be realized if such positions were not sustained, such as federal deduction that could be realized if an unrecognized state deduction was not sustained. We did not have any unrecognized tax benefits as of December 31, 2025 and 2024. The Company classifies interest and penalties related to unrecognized tax benefits as part of income tax expense. The Company did not record any income tax expense for interest and penalties on uncertain tax positions during the years ended December 31, 2025, 2024 or 2023.

## 16. Supplemental Disclosure to Consolidated Statements of Cash Flows

The following are supplemental disclosures to the consolidated statements of cash flows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Supplemental disclosure of cash flow information:			
Cash paid during the period for:			
Interest paid (capitalized), net	\$ (2,582)	\$ (144)	\$ (4,184)
Supplemental disclosures of noncash activities:			
Increase in share repurchase excise tax accrual	\$ 2,579	\$ 1,147	\$ 1,557
Amortization of senior note discount capitalized to real estate inventory	\$ —	\$ 511	\$ 1,064
Amortization of deferred loan costs capitalized to real estate inventory	\$ 2,759	\$ 3,212	\$ 4,001
Increase in noncontrolling interests	\$ 131	\$ —	\$ —

## 17. Subsequent Events

On February 13, 2026, we entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Sumitomo Forestry Co., Ltd., a Japanese corporation (*kabushiki kaisha*) (“Sumitomo Forestry”), and Teton NewCo, Inc., a Delaware corporation and an indirect wholly owned subsidiary of Sumitomo Forestry (“Merger Sub”). Pursuant to the Merger Agreement, and subject to the terms and conditions set forth therein, Merger Sub will merge with and into Tri Pointe (the “Merger”), with Tri Pointe surviving the Merger as a wholly owned subsidiary of Sumitomo Forestry.

Under the terms of the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each issued and outstanding share of our common stock will be converted into the right to receive \$47.00 in cash, without interest (the “Merger Consideration”), except for shares that are (A)(1) held by us as treasury stock; (2) held directly by Sumitomo Forestry or Merger Sub; or (3) held by any direct or indirect wholly owned subsidiary of Sumitomo Forestry or Merger Sub, in each case, immediately prior to the Effective Time (“Owned Company Shares”), or (B) held by a holder who has not voted in favor of the adoption of the Merger Agreement, and has properly and validly demanded appraisal for such shares in accordance, and who complies in all respects, with Section 262 of the DGCL (“Dissenting Shares”). Further, at the Effective Time, each Owned Company Share will automatically be cancelled and cease to exist, and no consideration or payment will be delivered in exchange therefor or in respect thereof, and each share held by any direct or indirect wholly owned subsidiary of the Company will, if any, be converted into such number of shares of common stock of the surviving corporation with an aggregate value immediately after the consummation of the Merger equal to the Merger Consideration.

Additionally, at the Effective Time, (i) each restricted stock unit (“RSU”) granted under the Tri Pointe Homes, Inc. 2022 Long-Term Incentive Plan (“2022 Plan”) granted prior to 2026 and each RSU held by one of our non-employee directors, in each case whether vested or unvested, that is outstanding as of immediately prior to the Effective Time will be fully vested, cancelled and automatically converted into the right to receive an amount in cash (without interest and subject to deduction for any required tax withholdings) equal to the product of (A) the aggregate number of shares of common stock subject to such RSU, multiplied by (B) the Merger Consideration; (ii) each RSU that is not subject to the preceding clause (i) above that is outstanding as of immediately prior to the Effective Time will be cancelled and automatically converted into and substituted with a cash award representing the right to receive, upon each applicable vesting date for such RSU (or if earlier, upon a severance-eligible termination of employment), and subject to the same time-vesting terms and conditions that applied to such RSU (other than vesting terms providing for accelerated vesting in connection with the Merger), as in effect immediately prior to such conversion, an amount in cash (without interest and subject to deduction for any required tax withholdings) equal to the product of (A) the aggregate number of shares of common stock subject to such RSU that would have vested on such vesting date had such RSU remained outstanding through such vesting date, multiplied by (B) the Merger Consideration; and (iii) each

performance stock unit (“PSU”) granted under the 2022 Plan, whether vested or unvested, that is outstanding as of immediately prior to the Effective Time will be fully vested, cancelled, and automatically converted into the right to receive an amount in cash (without interest, and subject to deduction for any required tax withholdings) equal to the product of (A) the aggregate number of shares of common stock subject to such PSU (at maximum performance) multiplied by (B) the Merger Consideration.

At the Effective Time, all Dissenting Shares will be cancelled and cease to exist, and the holders of Dissenting Shares will only be entitled to the rights granted to them under Section 262 of the DGCL with respect to such Dissenting Shares. If the Merger is consummated, our common stock will be de-listed from The New York Stock Exchange and de-registered under the Exchange Act.

The completion of the Merger is subject to customary closing conditions, including, but not limited to, the (i) approval of the holders of a majority of the outstanding shares of common stock entitled to vote on such matters to adopt the Merger Agreement; (ii) expiration or termination of any waiting period (and extensions thereof) applicable to the Transactions under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (“HSR”), and the rules and regulations promulgated thereunder; (iii) absence of any law, order or injunction enacted or issued after the date of the Merger Agreement restraining, enjoining or otherwise prohibiting the Merger; and (iv) absence of certain events comprising a material adverse effect on the Company’s business following the date of the Merger Agreement. The obligations of Sumitomo Forestry and Merger Sub to consummate the Merger are not subject to any financing condition.

From the execution of the Merger Agreement until the earlier to occur of the termination of the Merger Agreement and the Effective Time, we will be subject to customary “no-shop” restrictions on our ability to solicit alternative acquisition proposals from third parties and to provide information to, and participate in discussions and negotiations with, third parties regarding any alternative acquisition proposals, subject to a customary “fiduciary out” provision that allows us, under certain specified circumstances, to provide information to, and participate or engage in discussions or negotiations with, third parties with respect to an acquisition proposal if our board of directors determines in good faith (after consultation with our independent financial advisor and outside legal counsel) that such alternative acquisition proposal constitutes a superior proposal or would reasonably be expected to result in a superior proposal, and the failure to take such actions would be inconsistent with our directors’ fiduciary duties pursuant to applicable law.

The Merger Agreement contains certain termination rights for us, on the one hand, and Sumitomo Forestry and Merger Sub, on the other hand. Upon termination of the Merger Agreement under specified circumstances, including (i) the Company terminating the Merger Agreement to enter into an alternative acquisition agreement providing for a superior proposal; or (ii) Sumitomo Forestry terminating the Merger Agreement due to our board of directors’ change of its recommendation that stockholders adopt the Merger Agreement and approve the Transactions contemplated thereby, including the Merger, in each case pursuant to and in accordance with the “fiduciary out” provisions of the Merger Agreement, we will be required to pay Sumitomo Forestry a termination fee of \$82,336,000. The termination fee will also be payable by us if the Merger Agreement is terminated under certain circumstances and prior to such termination (or at least two business days prior to any stockholder meeting we hold for the purpose of obtaining stockholder approval of the Transactions contemplated by the Merger Agreement, including the Merger, in the case of termination for the failure to receive the requisite stockholder approval), an acquisition proposal has been publicly announced and not publicly withdrawn or not otherwise publicly abandoned, and an acquisition proposal is consummated or we enter into a definitive agreement with respect to an acquisition proposal within one year of the termination. In addition to the foregoing termination rights, and subject to certain limitations, we or Sumitomo Forestry may terminate the Merger Agreement if the Merger is not consummated by August 13, 2026, subject to extension, absent written notice to the contrary by either Sumitomo Forestry or us, for an additional three months if necessary to obtain HSR approval or to resolve an injunction relating to other specified governmental consents.

The Company also made customary representations and warranties in the Merger Agreement and agreed to customary covenants regarding the operation of our business prior to the consummation of the Merger. The Merger Agreement also provides that we, on the one hand, or Sumitomo Forestry and Merger Sub, on the other hand, may specifically enforce the obligations under the Merger Agreement, including the obligation to consummate the Merger if the conditions set forth in the Merger Agreement are satisfied. The parties to the Merger Agreement have also agreed to use their respective reasonable best efforts and take certain actions to obtain the requisite regulatory approvals for the Transactions.

The foregoing description of the Merger Agreement and the Transactions does not purport to be complete, and is subject, and qualified in its entirety by reference, to the full text of the Merger Agreement, which has been filed herewith as Exhibit 2.1 and is incorporated by reference herein.

**Item 16. Form 10-K Summary**

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Tri Pointe Homes, Inc.

By: /s/ Douglas F. Bauer  
Douglas F. Bauer  
Chief Executive Officer

Date: February 26, 2026

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steven J. Gilbert</u> Steven J. Gilbert	Chairman of the Board, Director	<u>February 26, 2026</u>
<u>/s/ Douglas F. Bauer</u> Douglas F. Bauer	Chief Executive Officer and Director (Principal Executive Officer)	<u>February 26, 2026</u>
<u>/s/ Glenn J. Keeler</u> Glenn J. Keeler	Chief Financial Officer and Chief Accounting Officer (Principal Financial Officer and Principal Accounting Officer)	<u>February 26, 2026</u>
<u>/s/ Lawrence B. Burrows</u> Lawrence B. Burrows	Director	<u>February 26, 2026</u>
<u>/s/ Constance B. Moore</u> Constance B. Moore	Director	<u>February 26, 2026</u>
<u>/s/ Vicki D. McWilliams</u> Vicki D. McWilliams	Director	<u>February 26, 2026</u>
<u>/s/ R. Kent Grahl</u> R. Kent Grahl	Director	<u>February 26, 2026</u>

**DESCRIPTION OF THE COMPANY'S SECURITIES  
REGISTERED PURSUANT TO SECTION 12 OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Tri Pointe Homes, Inc., a Delaware corporation, has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): our common stock, \$0.01 par value per share.

The following is a description of the rights of our common stock and related provisions of Delaware law and our certificate of incorporation and bylaws. Both our certificate of incorporation and bylaws are filed as exhibits to the annual report on Form 10-K of which this exhibit forms a part. The following description of our common stock does not purport to be complete and is subject to, and qualified in its entirety by reference to, the complete text of our certificate of incorporation and bylaws and applicable provisions of Delaware law.

References to "Tri Pointe", "the Company", "we", "us", or "our" in this exhibit refer to Tri Pointe Homes, Inc., a Delaware corporation, excluding our consolidated subsidiaries, unless explicitly stated or the context otherwise requires.

**Common Stock**

Our certificate of incorporation authorizes the issuance of up to 500,000,000 shares of common stock, par value \$0.01 per share. As of December 31, 2025, there were 84,478,836 shares of common stock issued and outstanding.

Shares of our common stock have the following rights, preferences and privileges:

- *Voting Rights.* Each outstanding share of common stock entitles its holder to one vote on all matters submitted to a vote of stockholders, including the election of directors. There are no cumulative voting rights. Generally, all matters to be voted on by stockholders must be approved by the vote of the holders of stock having a majority of the votes that could be cast by the holders of all stock entitled to vote on such matters that are present in person or by proxy at the meeting, except that (i) in an "uncontested election", our directors are elected by a majority of the votes cast in the election of directors and (ii) in all director elections other than "uncontested elections", our directors are elected by a plurality of the votes cast in the election of directors. "Uncontested elections" are defined as any meeting of stockholders at which directors are to be elected where the number of nominees does not exceed the number of directors to be elected. We do not have a classified board of directors.
- *Dividends.* Subject to the rights of the holders of any preferred stock which may be outstanding from time to time, the holders of common stock are entitled to receive dividends as, when and if dividends are declared by our board of directors out of assets legally available for the payment of dividends. We currently intend to retain our future earnings, if any, to finance the development and expansion of our business and, therefore, do not intend to pay cash dividends on our common stock for the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, restrictions contained in any financing instruments and such other factors as our board of directors deems relevant.
- *Liquidation.* In the event of a liquidation, dissolution or winding up of our affairs, whether voluntary or involuntary, after payment of liabilities and obligations to creditors and any holders of preferred stock, our remaining assets will be distributed ratably among our stockholders on a per share basis.
- *Rights and Preferences.* Our common stock has no preemptive, redemption, conversion or subscription rights. The rights, powers, preferences and privileges of our stockholders are subject to, and may be

materially and adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

- *Merger.* In the event that we merge or consolidate with or into another entity, holders of each share of our common stock will be entitled to receive the same per share consideration.

Our common stock trades on the NYSE under the trading symbol “TPH.”

The transfer agent and registrar for our common stock is Equiniti Trust Company, LLC.

### **Certain Anti-Takeover Effects of Provisions of Our Charter and Bylaws**

Our charter and bylaws and Delaware law contain provisions that may delay or prevent a transaction or a change in control of the Company that might involve a premium paid for shares of our common stock or otherwise be in the best interests of our stockholders, which could materially and adversely affect the market price of our common stock. Certain of these provisions are described below.

#### ***Selected Provisions of Our Charter and Bylaws***

Our charter and bylaws contain anti-takeover provisions that:

- authorize our board of directors, without further action by our stockholders, to issue up to 50,000,000 shares of preferred stock in one or more series, and with respect to each series, to fix the number of shares constituting that series and establish the rights and other terms of that series;
- require that actions to be taken by our stockholders may be taken only at an annual or special meeting of our stockholders and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairman of our board of directors or our chief executive officer;
- establish advance notice procedures for stockholders to submit nominations of candidates for election to our board of directors and other proposals to be brought before a meeting of our stockholders;
- provide that our bylaws may be amended by our board of directors without stockholder approval;
- allow the directors to establish the size of our board of directors by action of the board, subject to a minimum of three members;
- provide that vacancies on our board of directors or newly created directorships resulting from an increase in the number of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- do not give our stockholders cumulative voting rights with respect to the election of directors; and
- prohibit us from engaging in certain business combinations with any “interested stockholder” unless specified conditions are satisfied, as described in “—Selected Provisions of Delaware Law.”

#### ***Selected Provisions of Delaware Law***

The Company has opted out of Section 203 of the Delaware General Corporation Law (the “DGCL”), which regulates corporate takeovers. However, our charter contains provisions that are similar to Section 203 of the DGCL. Specifically, our charter provides that the Company may not engage in certain “business combinations” with any

“interested stockholder” for a three-year period following the time that the person became an interested stockholder, unless:

- prior to the time that person became an interested stockholder, our board of directors approved either the business combination or the transaction which resulted in the person becoming an interested stockholder;
- upon the consummation of the transaction which resulted in the person becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the Company outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to the time the person became an interested stockholder, the business combination is approved by our board of directors and by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

Generally, a business combination includes a merger, consolidation, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an interested stockholder is a person who, together with that person’s affiliates and associates, owns, or within the previous three years owned, 15% or more of the voting stock of the Company. This provision could prohibit or delay mergers or other takeover or change in control attempts with respect to the Company and, accordingly, may discourage attempts to acquire the Company.

Douglas F. Bauer  
BY EMAIL

February 13, 2026

Dear Doug:

This letter agreement (this “Letter Agreement”), which is effective as of the date set forth above, sets forth the agreement made on February 13, 2026, by and among Tri Pointe Homes, Inc., a Delaware corporation (the “Company”) and the undersigned executive (collectively, the “Parties”), regarding the key terms of certain equity compensation and transaction payment arrangements for the undersigned executive (the “Executive”) in connection with the transactions contemplated by the Merger Agreement (the “Merger Agreement”), dated as of the date hereof, by and among Sumitomo Forestry Co., Ltd., a Japanese corporation (*kabushiki kaisha*) (“Parent”), Teton NewCo, Inc., a Delaware corporation and an indirect wholly owned Subsidiary of Parent, and the Company. Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement.

By signing this Letter Agreement, and in consideration for the Retention Bonus Award (as defined below), Executive agrees to waive any right or entitlement to severance, termination pay or similar entitlements under the Amended and Restated Executive Employment Agreement between Executive and Teton, dated as of August 29, 2024 (the “Current Arrangement”), with such waiver to be effective at, and subject to the occurrence of, the Closing. To the extent that Executive becomes entitled to any severance, termination pay or similar entitlements pursuant to arrangements entered into with or at the direction of Parent or its affiliates effective as of or following the Closing (the “Post-Closing Arrangements”), the terms of such entitlements shall be governed by such Post-Closing Arrangements. In the event of any conflict or overlap between the Current Arrangement and this Letter Agreement, this Letter Agreement shall control. For avoidance of doubt, except as explicitly modified by this Letter Agreement, all terms of the Current Arrangement will remain in effect.

This Letter Agreement will automatically become null and void if the Merger Agreement is terminated in accordance with its terms prior to the consummation of the Closing and in such event there will be no liability of any kind under this Letter Agreement.

1. The Retention Bonus Award. Executive shall be entitled to receive a special cash award in the aggregate amount of \$11,500,000 (the “Retention Bonus Award”). The Retention Bonus Award will be paid at Closing, less applicable withholdings, and subject to Executive’s continued employment with the Company, Parent, or any of their affiliates (collectively, the “Company Group”) through the Closing.
2. Tax Matters. In connection with the Merger, Executive is expected to receive or retain certain payments and benefits from the Company Group (a “Payment”). As Executive is aware, Section 4999 of the Code imposes a 20% excise tax (the “Excise Tax”) on certain payments—referred to as “excess parachute payments”—that are made in connection with a “change in control” of a corporation (such as the Merger). Whether a Payment constitutes an “excess parachute payment,” and whether the Excise Tax is imposed on such Payment, is determined under Section 280G of the Code. If imposed, the Excise Tax is in addition to any other taxes that Executive may owe with respect to any Payment, including income and payroll taxes. To the extent that any Payment is subject to the Excise Tax, the Company hereby agrees to pay Executive an amount equal to the sum of (a) the Excise Tax due on the Payment and (b) an amount necessary such that, after the payment of all taxes (including any federal, state, and local taxes of any kind, including any additional Excise Tax) imposed on the amount in clause (a) and any such additional amount in clause (b), Executive is left with the after-tax portion of the Payment that Executive would have retained had the Payment not been subject to the Excise Tax.
3. Miscellaneous.
  - (a) “At Will” Employment; No Change in Status. This Letter Agreement does not constitute an express or implied promise of continued employment or service for any period and does not alter, if Executive is an employee, Executive’s “at-will” employment status. Except as otherwise

required by applicable law or as may be expressly set forth in a separate agreement between Executive and a member of the Company Group, if Executive is an employee, Executive's employment with the Company Group is and will continue to be "at-will" and may be terminated at any time for any reason or no reason, with or without advance notice by Executive or the Company Group.

- (b) No Restraint on Company. No provision of this Letter Agreement will be interpreted to impose an obligation on the Company to accept, agree to or otherwise consummate the Merger. The decision to consummate the Merger, and all terms and conditions of the Merger, including the amount, timing and form of consideration to be provided in connection therewith, will be within the sole and absolute discretion of the Company.
- (c) Special Incentive Payment. The payments under this Letter Agreement are special incentive payments to Executive and will not be taken into account in computing the amount of any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive, pension, retirement, insurance or other employee benefit plan or arrangement of the Company Group, unless such plan or arrangement expressly provides otherwise.
- (d) General Unsecured Creditor. Executive's rights with respect to the payments under this Letter Agreement will be those of a general unsecured creditor of the Company Group, and under no circumstances will this Letter Agreement or Executive's rights hereunder give Executive an interest in any assets of the Company Group or entitle Executive to any rights as an equityholder of the Company Group.
- (e) Assignment. Neither this Letter Agreement nor Executive's rights under this Letter Agreement may be assigned by Executive, alienated, transferred, garnished or levied upon in any manner to or by any other party (whether by operation of law or otherwise). The rights and obligations of the Company Group under this Letter Agreement will inure to the benefit of and will be binding upon the successors and assigns of the Company Group.
- (f) Governing Law and Venue. THIS LETTER AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS LETTER AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES TO THIS LETTER AGREEMENT FURTHER AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS LETTER AGREEMENT SHALL LIE IN ANY FEDERAL OR STATE COURT SITTING IN ORANGE COUNTY, CALIFORNIA.
- (g) Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE STATE IN WHICH EXECUTIVE RESIDES, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY. EACH OF EXECUTIVE AND THE COMPANY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF SUCH PERSON HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3(G).

- (h) Entire Agreement; Amendments. This Letter Agreement constitutes the entire agreement between Executive and the Company Group with respect to the subject matter hereof and supersedes any and all prior agreements or understandings with respect to the subject matter hereof, whether written or oral. This Letter Agreement may be amended or modified only by a written instrument executed by Executive and the Company Group.
- (i) Tax Withholding. The Company Group may deduct from all payments hereunder, or may require Executive to remit to the Company Group promptly upon notification of the amount due, any amount required to satisfy any federal, state, local or other taxes required by law to be withheld with respect to any payment under this Letter Agreement.
- (j) Section 409A. It is intended that any amounts payable under this Letter Agreement will either be exempt from or will comply with Section 409A of the Internal Revenue Code of 1986, as amended, and all regulations, guidance and other interpretive authority issued thereunder (“Section 409A”) so as not to subject Executive to payment of any additional tax penalty or interest imposed under Section 409A, and this Letter Agreement will be interpreted on a basis consistent with such intent. All payments hereunder will be treated as separate payments for purposes of Section 409A. Notwithstanding the foregoing, the Company Group does not make any representations or warranties that any amounts payable hereunder will comply with (or will be exempt from) the requirements of Section 409A, and in no event will the Company Group (or any of their respective equity holders, representatives, directors, officers, employees or advisors) be responsible for or have any obligation to reimburse Executive for any taxes, penalties or interest that may be imposed on Executive under Section 409A.
- (k) Severability. The invalidity or unenforceability of any provision of this Letter Agreement will not affect the validity or enforceability of any other provision of this Letter Agreement, which will remain in full force and effect.
- (l) Counterparts. This Letter Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
- (m) Third-Party Beneficiary. Parent is an express third-party beneficiary of, and shall have the ability to directly enforce, this Letter Agreement. This Letter Agreement (or any provision herein) may not be amended, waived, supplemented or otherwise modified without the prior written consent of Parent.

*(remainder of page intentionally left blank)*

To indicate your acceptance of the terms of this Letter Agreement, please sign and date both copies of this Letter Agreement and return one signed copy to the Company. The duplicate has been provided for your records.

Sincerely,

**TRI POINTE HOMES, INC.**

/s/ Glenn J. Keeler

By: Glenn J. Keeler

Its: Chief Financial Officer

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*[Signature Page to Executive Letter Agreement]*

**AGREED AND ACCEPTED:**

/s/ Douglas F. Bauer

Douglas F. Bauer

Date: February 13, 2026

*[Signature Page to Executive Letter Agreement]*

Thomas Mitchell  
BY EMAIL

February 13, 2026

Dear Tom:

This letter agreement (this "Letter Agreement"), which is effective as of the date set forth above, sets forth the agreement made on February 13, 2026, by and among Tri Pointe Homes, Inc., a Delaware corporation (the "Company") and the undersigned executive (collectively, the "Parties"), regarding the key terms of certain equity compensation and transaction payment arrangements for the undersigned executive (the "Executive") in connection with the transactions contemplated by the Merger Agreement (the "Merger Agreement"), dated as of the date hereof, by and among Sumitomo Forestry Co., Ltd., a Japanese corporation (*kabushiki kaisha*) ("Parent"), Teton NewCo, Inc., a Delaware corporation and an indirect wholly owned Subsidiary of Parent, and the Company. Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement.

By signing this Letter Agreement, and in consideration for the Retention Bonus Award (as defined below), Executive agrees to waive any right or entitlement to severance, termination pay or similar entitlements under the Amended and Restated Executive Employment Agreement between Executive and Teton, dated as of August 29, 2024 (the "Current Arrangement"), with such waiver to be effective at, and subject to the occurrence of, the Closing. To the extent that Executive becomes entitled to any severance, termination pay or similar entitlements pursuant to arrangements entered into with or at the direction of Parent or its affiliates effective as of or following the Closing (the "Post-Closing Arrangements"), the terms of such entitlements shall be governed by such Post-Closing Arrangements. In the event of any conflict or overlap between the Current Arrangement and this Letter Agreement, this Letter Agreement shall control. For avoidance of doubt, except as explicitly modified by this Letter Agreement, all terms of the Current Arrangement will remain in effect.

This Letter Agreement will automatically become null and void if the Merger Agreement is terminated in accordance with its terms prior to the consummation of the Closing and in such event there will be no liability of any kind under this Letter Agreement.

1. The Retention Bonus Award. Executive shall be entitled to receive a special cash award in the aggregate amount of \$11,025,000 (the "Retention Bonus Award"). The Retention Bonus Award will be paid at Closing, less applicable withholdings, and subject to Executive's continued employment with the Company, Parent, or any of their affiliates (collectively, the "Company Group") through the Closing.
  2. Tax Matters. In connection with the Merger, Executive is expected to receive or retain certain payments and benefits from the Company Group (a "Payment"). As Executive is aware, Section 4999 of the Code imposes a 20% excise tax (the "Excise Tax") on certain payments—referred to as "excess parachute payments"—that are made in connection with a "change in control" of a corporation (such as the Merger). Whether a Payment constitutes an "excess parachute payment," and whether the Excise Tax is imposed on such Payment, is determined under Section 280G of the Code. If imposed, the Excise Tax is in addition to any other taxes that Executive may owe with respect to any Payment, including income and payroll taxes. To the extent that any Payment is subject to the Excise Tax, the Company hereby agrees to pay Executive an amount equal to the sum of (a) the Excise Tax due on the Payment and (b) an amount necessary such that, after the payment of all taxes (including any federal, state, and local taxes of any kind, including any additional Excise Tax) imposed on the amount in clause (a) and any such additional amount in clause (b), Executive is left with the after-tax portion of the Payment that Executive would have retained had the Payment not been subject to the Excise Tax.
  3. Miscellaneous.
    - (a) "At Will" Employment; No Change in Status. This Letter Agreement does not constitute an express or implied promise of continued employment or service for any period and does not alter, if Executive is an employee, Executive's "at-will" employment status. Except as otherwise
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required by applicable law or as may be expressly set forth in a separate agreement between Executive and a member of the Company Group, if Executive is an employee, Executive's employment with the Company Group is and will continue to be "at-will" and may be terminated at any time for any reason or no reason, with or without advance notice by Executive or the Company Group.

- (b) No Restraint on Company. No provision of this Letter Agreement will be interpreted to impose an obligation on the Company to accept, agree to or otherwise consummate the Merger. The decision to consummate the Merger, and all terms and conditions of the Merger, including the amount, timing and form of consideration to be provided in connection therewith, will be within the sole and absolute discretion of the Company.
- (c) Special Incentive Payment. The payments under this Letter Agreement are special incentive payments to Executive and will not be taken into account in computing the amount of any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive, pension, retirement, insurance or other employee benefit plan or arrangement of the Company Group, unless such plan or arrangement expressly provides otherwise.
- (d) General Unsecured Creditor. Executive's rights with respect to the payments under this Letter Agreement will be those of a general unsecured creditor of the Company Group, and under no circumstances will this Letter Agreement or Executive's rights hereunder give Executive an interest in any assets of the Company Group or entitle Executive to any rights as an equityholder of the Company Group.
- (e) Assignment. Neither this Letter Agreement nor Executive's rights under this Letter Agreement may be assigned by Executive, alienated, transferred, garnished or levied upon in any manner to or by any other party (whether by operation of law or otherwise). The rights and obligations of the Company Group under this Letter Agreement will inure to the benefit of and will be binding upon the successors and assigns of the Company Group.
- (f) Governing Law and Venue. THIS LETTER AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS LETTER AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES TO THIS LETTER AGREEMENT FURTHER AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS LETTER AGREEMENT SHALL LIE IN ANY FEDERAL OR STATE COURT SITTING IN ORANGE COUNTY, CALIFORNIA.
- (g) Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE STATE IN WHICH EXECUTIVE RESIDES, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY. EACH OF EXECUTIVE AND THE COMPANY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF SUCH PERSON HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3(G).

- (h) Entire Agreement; Amendments. This Letter Agreement constitutes the entire agreement between Executive and the Company Group with respect to the subject matter hereof and supersedes any and all prior agreements or understandings with respect to the subject matter hereof, whether written or oral. This Letter Agreement may be amended or modified only by a written instrument executed by Executive and the Company Group.
- (i) Tax Withholding. The Company Group may deduct from all payments hereunder, or may require Executive to remit to the Company Group promptly upon notification of the amount due, any amount required to satisfy any federal, state, local or other taxes required by law to be withheld with respect to any payment under this Letter Agreement.
- (j) Section 409A. It is intended that any amounts payable under this Letter Agreement will either be exempt from or will comply with Section 409A of the Internal Revenue Code of 1986, as amended, and all regulations, guidance and other interpretive authority issued thereunder (“Section 409A”) so as not to subject Executive to payment of any additional tax penalty or interest imposed under Section 409A, and this Letter Agreement will be interpreted on a basis consistent with such intent. All payments hereunder will be treated as separate payments for purposes of Section 409A. Notwithstanding the foregoing, the Company Group does not make any representations or warranties that any amounts payable hereunder will comply with (or will be exempt from) the requirements of Section 409A, and in no event will the Company Group (or any of their respective equity holders, representatives, directors, officers, employees or advisors) be responsible for or have any obligation to reimburse Executive for any taxes, penalties or interest that may be imposed on Executive under Section 409A.
- (k) Severability. The invalidity or unenforceability of any provision of this Letter Agreement will not affect the validity or enforceability of any other provision of this Letter Agreement, which will remain in full force and effect.
- (l) Counterparts. This Letter Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
- (m) Third-Party Beneficiary. Parent is an express third-party beneficiary of, and shall have the ability to directly enforce, this Letter Agreement. This Letter Agreement (or any provision herein) may not be amended, waived, supplemented or otherwise modified without the prior written consent of Parent.

*(remainder of page intentionally left blank)*

To indicate your acceptance of the terms of this Letter Agreement, please sign and date both copies of this Letter Agreement and return one signed copy to the Company. The duplicate has been provided for your records.

Sincerely,

**TRI POINTE HOMES, INC.**

/s/ Douglas F. Bauer

By: Douglas F. Bauer

Its: Chief Executive Officer

*[Signature Page to Executive Letter Agreement]*

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**AGREED AND ACCEPTED:**

/s/ Thomas J. Mitchell

Thomas J. Mitchell

Date: February 13, 2026

*[Signature Page to Executive Letter Agreement]*

Glenn J. Keeler  
BY EMAIL

February 13, 2026

Dear Glenn:

This letter agreement (this "Letter Agreement"), which is effective as of the date set forth above, sets forth the agreement made on February 13, 2026, by and among Tri Pointe Homes, Inc., a Delaware corporation (the "Company") and the undersigned executive (collectively, the "Parties"), regarding the key terms of certain equity compensation and transaction payment arrangements for the undersigned executive (the "Executive") in connection with the transactions contemplated by the Merger Agreement (the "Merger Agreement"), dated as of the date hereof, by and among Sumitomo Forestry Co., Ltd., a Japanese corporation (*kabushiki kaisha*) ("Parent"), Teton NewCo, Inc., a Delaware corporation and an indirect wholly owned Subsidiary of Parent, and the Company. Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement.

By signing this Letter Agreement, and in consideration for the Retention Bonus Award (as defined below), Executive agrees to waive any right or entitlement to severance, termination pay or similar entitlements under the Severance and Change in Control Protection Agreement between Executive and Teton, dated as of March 20, 2019, as amended on February 20, 2020 (the "Current Arrangement"), with such waiver to be effective at, and subject to the occurrence of, the Closing. To the extent that Executive becomes entitled to any severance, termination pay or similar entitlements pursuant to arrangements entered into with or at the direction of Parent or its affiliates effective as of or following the Closing (the "Post-Closing Arrangements"), the terms of such entitlements shall be governed by such Post-Closing Arrangements. In the event of any conflict or overlap between the Current Arrangement and this Letter Agreement, this Letter Agreement shall control.

This Letter Agreement will automatically become null and void if the Merger Agreement is terminated in accordance with its terms prior to the consummation of the Closing and in such event there will be no liability of any kind under this Letter Agreement.

1. The Retention Bonus Award. Executive shall be entitled to receive a special cash award in the aggregate amount of \$5,065,982 (the "Retention Bonus Award"). The Retention Bonus Award will be paid at Closing, less applicable withholdings, and subject to Executive's continued employment with the Company, Parent, or any of their affiliates (collectively, the "Company Group") through the Closing.
2. Tax Matters. In connection with the Merger, Executive is expected to receive or retain certain payments and benefits from the Company Group (a "Payment"). As Executive is aware, Section 4999 of the Code imposes a 20% excise tax (the "Excise Tax") on certain payments—referred to as "excess parachute payments"—that are made in connection with a "change in control" of a corporation (such as the Merger). Whether a Payment constitutes an "excess parachute payment," and whether the Excise Tax is imposed on such Payment, is determined under Section 280G of the Code. If imposed, the Excise Tax is in addition to any other taxes that Executive may owe with respect to any Payment, including income and payroll taxes. To the extent that any Payment is subject to the Excise Tax, the Company hereby agrees to pay Executive an amount equal to the sum of (a) the Excise Tax due on the Payment and (b) an amount necessary such that, after the payment of all taxes (including any federal, state, and local taxes of any kind, including any additional Excise Tax) imposed on the amount in clause (a) and any such additional amount in clause (b), Executive is left with the after-tax portion of the Payment that Executive would have retained had the Payment not been subject to the Excise Tax.
3. Miscellaneous.
  - (a) "At Will" Employment; No Change in Status. This Letter Agreement does not constitute an express or implied promise of continued employment or service for any period and does not alter, if Executive is an employee, Executive's "at-will" employment status. Except as otherwise required by applicable law or as may be expressly set forth in a separate agreement between

Executive and a member of the Company Group, if Executive is an employee, Executive's employment with the Company Group is and will continue to be "at-will" and may be terminated at any time for any reason or no reason, with or without advance notice by Executive or the Company Group.

- (b) No Restraint on Company. No provision of this Letter Agreement will be interpreted to impose an obligation on the Company to accept, agree to or otherwise consummate the Merger. The decision to consummate the Merger, and all terms and conditions of the Merger, including the amount, timing and form of consideration to be provided in connection therewith, will be within the sole and absolute discretion of the Company.
- (c) Special Incentive Payment. The payments under this Letter Agreement are special incentive payments to Executive and will not be taken into account in computing the amount of any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive, pension, retirement, insurance or other employee benefit plan or arrangement of the Company Group, unless such plan or arrangement expressly provides otherwise.
- (d) General Unsecured Creditor. Executive's rights with respect to the payments under this Letter Agreement will be those of a general unsecured creditor of the Company Group, and under no circumstances will this Letter Agreement or Executive's rights hereunder give Executive an interest in any assets of the Company Group or entitle Executive to any rights as an equityholder of the Company Group.
- (e) Assignment. Neither this Letter Agreement nor Executive's rights under this Letter Agreement may be assigned by Executive, alienated, transferred, garnished or levied upon in any manner to or by any other party (whether by operation of law or otherwise). The rights and obligations of the Company Group under this Letter Agreement will inure to the benefit of and will be binding upon the successors and assigns of the Company Group.
- (f) Governing Law and Venue. THIS LETTER AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS LETTER AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES TO THIS LETTER AGREEMENT FURTHER AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS LETTER AGREEMENT SHALL LIE IN ANY FEDERAL OR STATE COURT SITTING IN ORANGE COUNTY, CALIFORNIA.
- (g) Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE STATE IN WHICH EXECUTIVE RESIDES, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY. EACH OF EXECUTIVE AND THE COMPANY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF SUCH PERSON HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3(G).
- (h) Entire Agreement; Amendments. This Letter Agreement constitutes the entire agreement between Executive and the Company Group with respect to the subject matter hereof and supersedes any

and all prior agreements or understandings with respect to the subject matter hereof, whether written or oral. This Letter Agreement may be amended or modified only by a written instrument executed by Executive and the Company Group.

- (i) Tax Withholding. The Company Group may deduct from all payments hereunder, or may require Executive to remit to the Company Group promptly upon notification of the amount due, any amount required to satisfy any federal, state, local or other taxes required by law to be withheld with respect to any payment under this Letter Agreement.
- (j) Section 409A. It is intended that any amounts payable under this Letter Agreement will either be exempt from or will comply with Section 409A of the Internal Revenue Code of 1986, as amended, and all regulations, guidance and other interpretive authority issued thereunder (“Section 409A”) so as not to subject Executive to payment of any additional tax penalty or interest imposed under Section 409A, and this Letter Agreement will be interpreted on a basis consistent with such intent. All payments hereunder will be treated as separate payments for purposes of Section 409A. Notwithstanding the foregoing, the Company Group does not make any representations or warranties that any amounts payable hereunder will comply with (or will be exempt from) the requirements of Section 409A, and in no event will the Company Group (or any of their respective equity holders, representatives, directors, officers, employees or advisors) be responsible for or have any obligation to reimburse Executive for any taxes, penalties or interest that may be imposed on Executive under Section 409A.
- (k) Severability. The invalidity or unenforceability of any provision of this Letter Agreement will not affect the validity or enforceability of any other provision of this Letter Agreement, which will remain in full force and effect.
- (l) Counterparts. This Letter Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
- (m) Third-Party Beneficiary. Parent is an express third-party beneficiary of, and shall have the ability to directly enforce, this Letter Agreement. This Letter Agreement (or any provision herein) may not be amended, waived, supplemented or otherwise modified without the prior written consent of Parent.

*(remainder of page intentionally left blank)*

To indicate your acceptance of the terms of this Letter Agreement, please sign and date both copies of this Letter Agreement and return one signed copy to the Company. The duplicate has been provided for your records.

Sincerely,

**TRI POINTE HOMES, INC.**

/s/ Douglas F. Bauer

By: Douglas F. Bauer

Its: Chief Executive Officer

*[Signature Page to Executive Letter Agreement]*

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**AGREED AND ACCEPTED:**

/s/ Glenn J. Keeler

Glenn J. Keeler

Date: February 13, 2026

*[Signature Page to Executive Letter Agreement]*

David C. Lee  
BY EMAIL

February 13, 2026

Dear David:

This letter agreement (this “Letter Agreement”), which is effective as of the date set forth above, sets forth the agreement made on February 13, 2026, by and among Tri Pointe Homes, Inc., a Delaware corporation (the “Company”) and the undersigned executive (collectively, the “Parties”), regarding the key terms of certain equity compensation and transaction payment arrangements for the undersigned executive (the “Executive”) in connection with the transactions contemplated by the Merger Agreement (the “Merger Agreement”), dated as of the date hereof, by and among Sumitomo Forestry Co., Ltd., a Japanese corporation (*kabushiki kaisha*) (“Parent”), Teton NewCo, Inc., a Delaware corporation and an indirect wholly owned Subsidiary of Parent, and the Company. Capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement.

By signing this Letter Agreement, and in consideration for the Retention Bonus Award (as defined below), Executive agrees to waive any right or entitlement to severance, termination pay or similar entitlements under the Severance and Change in Control Protection Agreement between Executive and Teton, dated as of March 20, 2019, as amended on February 20, 2020 (the “Current Arrangement”), with such waiver to be effective at, and subject to the occurrence of, the Closing. To the extent that Executive becomes entitled to any severance, termination pay or similar entitlements pursuant to arrangements entered into with or at the direction of Parent or its affiliates effective as of or following the Closing (the “Post-Closing Arrangements”), the terms of such entitlements shall be governed by such Post-Closing Arrangements. In the event of any conflict or overlap between the Current Arrangement and this Letter Agreement, this Letter Agreement shall control.

This Letter Agreement will automatically become null and void if the Merger Agreement is terminated in accordance with its terms prior to the consummation of the Closing and in such event there will be no liability of any kind under this Letter Agreement.

1. The Retention Bonus Award. Executive shall be entitled to receive a special cash award in the aggregate amount of \$3,143,010 (the “Retention Bonus Award”). The Retention Bonus Award will be paid at Closing, less applicable withholdings, and subject to Executive’s continued employment with the Company, Parent, or any of their affiliates (collectively, the “Company Group”) through the Closing.
2. Tax Matters. In connection with the Merger, Executive is expected to receive or retain certain payments and benefits from the Company Group (a “Payment”). As Executive is aware, Section 4999 of the Code imposes a 20% excise tax (the “Excise Tax”) on certain payments—referred to as “excess parachute payments”—that are made in connection with a “change in control” of a corporation (such as the Merger). Whether a Payment constitutes an “excess parachute payment,” and whether the Excise Tax is imposed on such Payment, is determined under Section 280G of the Code. If imposed, the Excise Tax is in addition to any other taxes that Executive may owe with respect to any Payment, including income and payroll taxes. To the extent that any Payment is subject to the Excise Tax, the Company hereby agrees to pay Executive an amount equal to the sum of (a) the Excise Tax due on the Payment and (b) an amount necessary such that, after the payment of all taxes (including any federal, state, and local taxes of any kind, including any additional Excise Tax) imposed on the amount in clause (a) and any such additional amount in clause (b), Executive is left with the after-tax portion of the Payment that Executive would have retained had the Payment not been subject to the Excise Tax.
3. Miscellaneous.
  - (a) “At Will” Employment; No Change in Status. This Letter Agreement does not constitute an express or implied promise of continued employment or service for any period and does not alter, if Executive is an employee, Executive’s “at-will” employment status. Except as otherwise required by applicable law or as may be expressly set forth in a separate agreement between

Executive and a member of the Company Group, if Executive is an employee, Executive's employment with the Company Group is and will continue to be "at-will" and may be terminated at any time for any reason or no reason, with or without advance notice by Executive or the Company Group.

- (b) No Restraint on Company. No provision of this Letter Agreement will be interpreted to impose an obligation on the Company to accept, agree to or otherwise consummate the Merger. The decision to consummate the Merger, and all terms and conditions of the Merger, including the amount, timing and form of consideration to be provided in connection therewith, will be within the sole and absolute discretion of the Company.
- (c) Special Incentive Payment. The payments under this Letter Agreement are special incentive payments to Executive and will not be taken into account in computing the amount of any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive, pension, retirement, insurance or other employee benefit plan or arrangement of the Company Group, unless such plan or arrangement expressly provides otherwise.
- (d) General Unsecured Creditor. Executive's rights with respect to the payments under this Letter Agreement will be those of a general unsecured creditor of the Company Group, and under no circumstances will this Letter Agreement or Executive's rights hereunder give Executive an interest in any assets of the Company Group or entitle Executive to any rights as an equityholder of the Company Group.
- (e) Assignment. Neither this Letter Agreement nor Executive's rights under this Letter Agreement may be assigned by Executive, alienated, transferred, garnished or levied upon in any manner to or by any other party (whether by operation of law or otherwise). The rights and obligations of the Company Group under this Letter Agreement will inure to the benefit of and will be binding upon the successors and assigns of the Company Group.
- (f) Governing Law and Venue. THIS LETTER AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS LETTER AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. THE PARTIES TO THIS LETTER AGREEMENT FURTHER AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS LETTER AGREEMENT SHALL LIE IN ANY FEDERAL OR STATE COURT SITTING IN ORANGE COUNTY, CALIFORNIA.
- (g) Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE STATE IN WHICH EXECUTIVE RESIDES, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS LETTER AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY. EACH OF EXECUTIVE AND THE COMPANY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF SUCH PERSON HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3(G).
- (h) Entire Agreement; Amendments. This Letter Agreement constitutes the entire agreement between Executive and the Company Group with respect to the subject matter hereof and supersedes any

and all prior agreements or understandings with respect to the subject matter hereof, whether written or oral. This Letter Agreement may be amended or modified only by a written instrument executed by Executive and the Company Group.

- (i) Tax Withholding. The Company Group may deduct from all payments hereunder, or may require Executive to remit to the Company Group promptly upon notification of the amount due, any amount required to satisfy any federal, state, local or other taxes required by law to be withheld with respect to any payment under this Letter Agreement.
- (j) Section 409A. It is intended that any amounts payable under this Letter Agreement will either be exempt from or will comply with Section 409A of the Internal Revenue Code of 1986, as amended, and all regulations, guidance and other interpretive authority issued thereunder (“Section 409A”) so as not to subject Executive to payment of any additional tax penalty or interest imposed under Section 409A, and this Letter Agreement will be interpreted on a basis consistent with such intent. All payments hereunder will be treated as separate payments for purposes of Section 409A. Notwithstanding the foregoing, the Company Group does not make any representations or warranties that any amounts payable hereunder will comply with (or will be exempt from) the requirements of Section 409A, and in no event will the Company Group (or any of their respective equity holders, representatives, directors, officers, employees or advisors) be responsible for or have any obligation to reimburse Executive for any taxes, penalties or interest that may be imposed on Executive under Section 409A.
- (k) Severability. The invalidity or unenforceability of any provision of this Letter Agreement will not affect the validity or enforceability of any other provision of this Letter Agreement, which will remain in full force and effect.
- (l) Counterparts. This Letter Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.
- (m) Third-Party Beneficiary. Parent is an express third-party beneficiary of, and shall have the ability to directly enforce, this Letter Agreement. This Letter Agreement (or any provision herein) may not be amended, waived, supplemented or otherwise modified without the prior written consent of Parent.

*(remainder of page intentionally left blank)*

To indicate your acceptance of the terms of this Letter Agreement, please sign and date both copies of this Letter Agreement and return one signed copy to the Company. The duplicate has been provided for your records.

Sincerely,

**TRI POINTE HOMES, INC.**

/s/ Douglas F. Bauer

By: Douglas F. Bauer

Its: Chief Executive Officer

*[Signature Page to Executive Letter Agreement]*

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**AGREED AND ACCEPTED:**

/s/ David C. Lee

David C. Lee

Date: February 13, 2026

*[Signature Page to Executive Letter Agreement]*

List of Subsidiaries of Tri Pointe Homes, Inc.

<u>Entity Name</u>	<u>Jurisdiction of Organization</u>	<u>DBAs</u>
Cabin Branch Commons, LLC	Maryland	
Sonoma Insurance Company, Inc.	Hawaii	
Tri Pointe Advantage Insurance Services, Inc.	Delaware	
Tri Pointe Assurance, Inc.	Texas	
Tri Pointe Assurance California, LLC	Delaware	
Tri Pointe Communities, Inc.	Delaware	
Tri Pointe Connect, L.L.C.	Delaware	
Tri Pointe Contractors, LP	Delaware	
Tri Pointe Holdings, Inc.	Washington	
Tri Pointe Homes 1464, LLC	Delaware	
Tri Pointe Homes 359, LLC	Delaware	
Tri Pointe Homes 529, LLC	Delaware	
Tri Pointe Homes Arizona 91, LLC	Arizona	
Tri Pointe Homes Arizona Construction, LLC	Arizona	Maracay Construction Tri Pointe Homes Construction
Tri Pointe Homes Arizona Realty, LLC	Arizona	Maracay Realty Tri Pointe Homes Realty
Tri Pointe Homes Arizona Rio Rancho, LLC	Arizona	
Tri Pointe Homes Arizona VR, LLC	Arizona	
Tri Pointe Homes Arizona WH, LLC	Arizona	
Tri Pointe Homes Arizona, LLC	Arizona	Maracay Homes Tri Pointe Tri Pointe Homes
Tri Pointe Homes Cypress, LLC	Delaware	
Tri Pointe Homes DC Metro Amalyn, LLC	Delaware	
Tri Pointe Homes DC Metro, Inc.	Delaware	Tri Pointe Tri Pointe Homes Winchester Homes
Tri Pointe Homes DFW, LLC	Texas	Trendmaker Homes DFW Tri Pointe Tri Pointe Homes Tri Pointe Homes Dallas-Fort Worth
Tri Pointe Homes Hatcher, LLC	Delaware	
Tri Pointe Homes HBL, LLC	Delaware	
Tri Pointe Homes Holdings, Inc.	Delaware	Tri Pointe Tri Pointe Homes Tri Pointe Homes Bay Area Tri Pointe Homes Carolinas Tri Pointe Homes Charlotte Tri Pointe Homes Colorado Tri Pointe Homes Orange County-Los Angeles Tri Pointe Homes Raleigh Tri Pointe Homes Sacramento
Tri Pointe Homes House Hahl, LLC	Delaware	
Tri Pointe Homes IE-SD, Inc.	California	Pardee Homes Tri Pointe Tri Pointe Homes Tri Pointe Homes Inland Empire Tri Pointe Homes San Diego
Tri Pointe Homes Nevada, Inc.	Nevada	Pardee Homes Tri Pointe Tri Pointe Homes Tri Pointe Homes Las Vegas
Tri Pointe Homes Rogers, LLC	Delaware	

Tri Pointe Homes Texas Clear Lake, LLC	Texas	
Tri Pointe Homes Texas Holdings, LLC	Texas	
Tri Pointe Homes Texas LAC GP, LLC	Texas	
Tri Pointe Homes Texas LAC LP, LLC	Texas	
Tri Pointe Homes Texas, Inc.	Texas	Trendmaker Homes Tri Pointe Tri Pointe Homes Tri Pointe Homes Austin Tri Pointe Homes Houston
Tri Pointe Homes Washington Real Estate, LLC	Washington	Quadrant Real Estate Tri Pointe Homes Real Estate
Tri Pointe Homes Washington, Inc.	Washington	Quadrant Homes Tri Pointe Tri Pointe Homes
Tri Pointe Solutions, Inc.	Delaware	

**List of Guarantor Subsidiaries of Tri Pointe Homes, Inc.**

The following subsidiaries of Tri Pointe Homes, Inc., a Delaware corporation (the “Company”), were guarantors of the Company’s 5.250% Senior Notes due 2027 and 5.700% Senior Notes due 2028 as of December 31, 2025:

<b><u>Entity Name</u></b>	<b><u>Jurisdiction of Organization</u></b>
Tri Pointe Holdings, Inc.	Washington
Tri Pointe Homes Arizona 91, LLC	Arizona
Tri Pointe Homes Arizona, LLC	Arizona
Tri Pointe Homes DC Metro, Inc.	Delaware
Tri Pointe Homes DFW, LLC	Texas
Tri Pointe Homes Holdings, Inc.	Delaware
Tri Pointe Homes IE-SD, Inc.	California
Tri Pointe Homes Nevada, Inc.	Nevada
Tri Pointe Homes Texas Holdings, LLC	Texas
Tri Pointe Homes Texas, Inc.	Texas
Tri Pointe Homes Washington, Inc.	Washington

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the following Registration Statements:

1. Registration Statement (Form S-8 No. 333-186403, as amended, and Form S-8 No. 333-200185, as amended) pertaining to the 2013 Long-Term Incentive Plan of Tri Pointe Homes, Inc.,
2. Registration Statement (Form S-8 No. 333-197461, as amended) pertaining to the Weyerhaeuser Real Estate Company 2004 Long-Term Incentive Plan and the Weyerhaeuser Real Estate Company 2013 Long-Term Incentive Plan; and
3. Registration Statement (Form S-8 No. 333-264429) pertaining to the 2022 Long-Term Incentive Plan of Tri Pointe Homes, Inc.,

of our reports dated February 26, 2026, with respect to the consolidated financial statements of Tri Pointe Homes, Inc. and the effectiveness of internal control over financial reporting of Tri Pointe Homes, Inc. included in this Annual Report (Form 10-K) of Tri Pointe Homes, Inc. for the year ended December 31, 2025.

/s/ Ernst & Young LLP

Irvine, California  
February 26, 2026

## SECTION 302 CERTIFICATION

I, Douglas F. Bauer, certify that:

- (1) I have reviewed this annual report on Form 10-K of Tri Pointe Homes, Inc.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2026

/s/ Douglas F. Bauer

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Douglas F. Bauer  
Chief Executive Officer (Principal Executive  
Officer)

## SECTION 302 CERTIFICATION

I, Glenn J. Keeler, certify that:

- (1) I have reviewed this annual report on Form 10-K of Tri Pointe Homes, Inc.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2026

/s/ Glenn J. Keeler

Glenn J. Keeler  
Chief Financial Officer (Principal Financial Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Tri Pointe Homes, Inc. (the "Company") on Form 10-K for the period ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Douglas F. Bauer, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2026

/s/ Douglas F. Bauer

Douglas F. Bauer  
Chief Executive Officer (Principal Executive  
Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Tri Pointe Homes, Inc. (the "Company") on Form 10-K for the period ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Glenn J. Keeler, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2026

/s/ Glenn J. Keeler

Glenn J. Keeler  
Chief Financial Officer (Principal Financial Officer)