

# **Lennar Corporation 401(k) Plan**

## **Summary Plan Description**

**Updated January 1, 2021**

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## INTRODUCTION TO YOUR PLAN

### What kind of Plan is this?

Lennar Corporation (“Lennar”) sponsors The Lennar Corporation 401(k) Plan (the “Plan”), a qualified retirement plan that Lennar has adopted to provide you with the opportunity to save for retirement. The Plan is a defined contribution 401(k) plan. As a Participant under the Plan, you may enjoy tax savings by electing to contribute a portion of your compensation to the Plan. In addition, Lennar may make additional contributions to the Plan on your behalf.

**Types of Contributions.** The following types of contributions may be made under the Plan:

- Employee salary deferrals (including Pre-Tax 401(k) deferrals, Roth deferrals and After-Tax deferrals)
- Employee rollover contributions (including Pre-Tax rollover contributions and Roth rollover contributions)
- Employer matching contributions
- Employer profit sharing contributions

### What information does this Summary provide?

This Summary Plan Description (“SPD”) contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations in the Plan.

In this summary, Lennar has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Plan Administrator or other plan representative. The Plan Administrator of the Plan is Lennar. Lennar has delegated its day-to-day administrative duties and control of the investment of Plan assets to the Lennar Corporation 401(k) Committee (the “Plan Committee”). When used in this SPD, the term Plan Administrator refers to the Plan Committee unless the context otherwise requires. The Plan Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Plan Administrator can be found at the end of this SPD in the Article entitled “General Information About the Plan.”

This SPD describes the Plan’s benefits and obligations as contained in the legal Plan document, as amended and restated effective January 1, 2020, and as amended thereafter. The legal Plan document, as amended from time to time, governs the operation of the Plan. If you terminated employment prior to January 1, 2021, some of the provisions of this SPD do not apply to you. The Plan document is written in a much more technical and precise language and is designed to comply with applicable legal requirements. If the language in this SPD and the language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (“ERISA”) and the Internal Revenue Code (“Code”), as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (“IRS”) or Department of Labor (“DOL”). Lennar may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, Lennar will notify you.

## **ARTICLE I PARTICIPATION IN THE PLAN**

### **How do I participate in the Plan?**

If you are an employee of Lennar or one of its participating affiliates and you are not an Excluded Employee, you may begin participating under the Plan as soon as administratively practicable on or after you attain age 18 and reach your Entry Date. The following describes the applicable eligibility requirements and Entry Date. For special provisions that apply to Employees who were formerly employed by a company that has been acquired by Lennar, please see Appendix A. You should contact the Plan Administrator if you have questions about the timing of your Plan participation or if you would like a list of participating affiliates (referred to as “Participating Employers” in this SPD). When the context so requires, references to “Lennar” in this SPD will also mean any Participating Employer.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee, meaning you are not permitted to participate in the Plan for purposes of making salary deferrals or sharing in any employer contributions. The Excluded Employees are:

- Union employees whose employment is governed by a collective bargaining agreement (“CBA”) under which retirement benefits were the subject of good faith bargaining and the CBA does not specifically provide for coverage
- Certain nonresident aliens who have no earned income from sources within the United States
- Leased employees

**Entry Date.** Your Entry Date will be the date on which you first perform one (1) Hour of Service.

### **How is service determined for purposes of the Plan?**

**Year(s) of Service.** You will be credited with a Year of Service for the Plan Year only if you performed at least 1,000 Hours of Service during such Plan Year.

Subject to the terms and/or Adoption Agreement of the Participating Employer, you will generally be credited for Years of Service based on employment with Lennar, a Participating Employer, or its predecessor employer, with the following exceptions: (1) employees of WCI Communities, Inc. (“WCI”) will receive credit for Years of Service accrued during employment with WCI for eligibility and vesting purposes only; (2) employees of Rialto Capital Advisors, LLC, Rialto Capital Advisors of NY, LLC, and Rialto Mortgage, LLC (collectively, “Rialto”) will receive credit for Years of Service with Lennar and Rialto for vesting purposes only; (3) employees of Quantum Servicing Corporation (“Quantum”) will receive credit for Years of Service with Lennar and Quantum for vesting purposes only; (4) employees of Watermark Realty, Inc. (“Watermark”) will receive credit for Years of Service with Lennar and Watermark for eligibility and vesting purposes only (5) employees of CalAtlantic Title, Inc. (MD), CalAtlantic Title of Maryland, Inc. (MD), CalAtlantic Title, Inc. (CA), CalAtlantic Title, LLC (UT), CalAtlantic Title Agency, LLC (NC), CalAtlantic National Title Solutions, LLC (DE), CalAtlantic National Title Solutions, LLC (MD), CalAtlantic Title Group, LC (FL), and North American Advantage Insurance Services (“Lennar Subsidiaries”) will receive credit for Years of Service accrued during employment with the Lennar Subsidiaries for eligibility and vesting purposes only; and (6) employees of Rialto Associate Services, LLC (“Rialto Services”) will receive credit for Years of Service with Lennar and Rialto for eligibility and vesting purposes only. If your employer ceases to be a Participating Employer, then your employment on or after that date will not be included in determining your Years of Service for vesting purposes.

**Hour(s) of Service.** You will be credited with your actual Hours of Service according to the following:

- For an employee for whom actual records are maintained detailing hours for which such employee is directly or indirectly compensated, each hour for which such employee is directly or indirectly compensated by Lennar for the performance of duties;
- For an employee for whom no actual records are maintained detailing hours for which such employee is directly or indirectly compensated, one-hundred-ninety (190) hours for each month in which such employee works at least one (1) hour;
- Each hour, up to a maximum of five-hundred-one (501) hours in a Plan Year, for which an employee is directly or indirectly compensated by Lennar for reasons other than the performance of duties (such as vacation, holidays, sickness, incapacity (including disability), lay-off, military duty, jury duty or leave of absence);
- Each hour, up to a maximum of five-hundred-one (501) hours in a Plan Year, for any single continuous period of absence for the purpose of pregnancy, child birth, adoption of a child or caring for a child immediately following birth or adoption; and
- Each hour for back pay awarded or agreed to by Lennar.

**One-year Break in Service rule.** If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

You will have a one-year "Break in Service" if you complete less than five-hundred-one (501) Hours of Service during the Plan Year. However, if you are absent from work for certain leaves of absence such as maternity or paternity leave, you may be credited with enough Hours of Service to prevent a one-year Break in Service if you meet certain requirements. Please contact the Plan Administrator for more information about the rules regarding leaves of absence.

**Five-year Break in Service rule.** The five-year Break in Service rule applies to the non-vested portion of your employer contributions account(s) when your employment terminates. If you were not fully vested in any employer contribution account(s) when you terminated employment and you have five consecutive one-year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. (See the Article in this SPD entitled "Vesting" for more information). In addition, the non-vested portion of your account will be forfeited on the date that is the close of the 5-year period or, if earlier, the date you receive a distribution of your account as a result of termination of employment (subject to reinstatement, without interest, if you are reemployed before the close of the 5-year period and you timely repay the amount distributed).

**Military service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with Lennar. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may also benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

### **What happens if I'm a Participant, terminate employment and then I'm rehired?**

If you are no longer a Participant because you terminated employment, and you are rehired, then you will

be able to participate in the Plan under the same rules as described in the section “How Do I Participate in the Plan?” of this SPD. In addition, in certain circumstances, forfeited amounts may be restored to your account depending on how long you were terminated. Please note, however, that you may lose credit for prior service under the Break in Service rules discussed above. Please contact the Plan Administrator for more information about forfeited amounts and prior service credit.

## **ARTICLE II EMPLOYEE CONTRIBUTIONS**

### **How do I make salary deferrals in the Plan?**

**Salary Deferrals.** As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as a salary deferral. There are three types of salary deferrals: Pre-Tax 401(k) deferrals, Roth deferrals and After-Tax deferrals. For purposes of this SPD, “salary deferrals” generally means Pre-Tax 401(k) deferrals, Roth deferrals and After-Tax deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

**Pre-Tax 401(k) Deferrals.** If you elect to make Pre-Tax 401(k) deferrals, then your taxable income is reduced by the amount of such deferrals so you pay less in federal income taxes. Later, when the Plan distributes such deferrals and earnings thereon you will pay taxes on those deferrals and the earnings. Therefore, with Pre-Tax 401(k) deferrals and earnings thereon, federal income taxes are only postponed. Eventually, you will have to pay taxes on these amounts.

**Roth Deferrals.** If you elect to make Roth deferrals, then your post-tax income is reduced by the amount of such deferrals. Later, when the Plan distributes such deferrals and earnings thereon, you will not pay taxes on those deferrals or the earnings, provided certain conditions are met.

**After-Tax Deferrals.** If you elect to make After-Tax deferrals, such deferrals are subject to federal income taxes in the year of deferral but will not be subject to federal income taxes at the time of distribution. However, the earnings on such deferrals will be subject to federal income taxes at the time of distribution.

**Deferral procedures.** The amount you elect to defer will be deducted from your pay in accordance with procedures established by the Plan Administrator. The procedures allow you to enter into a salary deferral agreement after you satisfy the Plan’s eligibility requirements. You may elect to defer a portion of your salary as of your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it.

**Deferral modifications.** You are permitted to revoke or otherwise modify your salary deferral election any time. Any modification will become effective as soon as administratively feasible after it is received by the Plan Administrator.

**Deferral Limit.** You may elect to defer up to 100% of your compensation into the Plan each year instead of receiving that amount in cash. However, your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2021 is \$19,500. After 2021, the IRS may increase the dollar limit for cost-of-living adjustments. (See the paragraph below entitled “Is there a limit to how much I can defer into the Plan?” for more information).

**Catch-up contributions.** If you are age 50 or over (or will attain age 50 before the end of the calendar year), then you may elect to defer additional amounts (called “catch-up contributions”) to the Plan as of January 1st of that year. Catch-up contributions may be made as Pre-Tax 401(k) deferrals and/or Roth deferrals. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum “catch-up contribution” that you can make in 2021 is \$6,500. After 2021, the IRS may increase the dollar limit for cost-of-living adjustments.

### **Will salary deferrals be automatically withheld from my pay?**

**Automatic Deferral and Automatic Escalation.** The Plan includes automatic deferral and automatic escalation features that apply only to Pre-Tax 401(k) deferrals. However, on or before November 30, 2018, neither the automatic deferral nor automatic escalation feature applies to eligible employees of Quantum and Rialto.

**Automatic deferral provisions.** Lennar will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as Pre-Tax 401(k) deferrals. The following provisions apply to these automatic deferrals:

- The amount to be automatically withheld from your pay each payroll period will be equal to 3% of your compensation, which will begin as soon as administratively feasible on or after the 90<sup>th</sup> day following your date of hire or when you first become eligible to participate in the Plan, unless you timely make an affirmative election not to have automatic deferral contributions made on your behalf or to defer a different amount.
- 3% of your pay will be deducted on a pre-tax basis and automatically invested in an age-appropriate, moderate portfolio selected by the Plan Administrator, unless you choose a different option. To learn more about this investment portfolio or to change your investment allocation, please visit Prudential’s website online at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement).
- You will receive matching contributions on the amount deferred in accordance with the Employer Contributions section of this SPD.

Note: Lennar utilizes the automatic deferral feature to encourage you to save for your retirement. Remember, you do not have to wait to be automatically enrolled (*i.e.*, 90 days) to begin making Pre-Tax 401(k) deferrals, Roth deferrals or After-Tax deferrals. You can enroll as soon as your demographic information is transmitted to Prudential. Simply log on to Prudential’s website, choose your investment percentage and your investment allocations, and your salary deferrals will begin as soon as administratively feasible (generally within two pay periods of the date you confirm your enrollment). If you do not see salary deferrals withheld from your paycheck within two pay periods after enrolling, please contact Lennar’s Benefits Department immediately.

**Automatic escalation provisions.** The following provisions apply to the automatic escalation feature:

- Whether you enroll on your own or are automatically enrolled, if you contribute between 1% to 9% of your compensation as Pre-Tax 401(k) deferrals, you will be enrolled in the automatic escalation feature, unless you affirmatively elect otherwise. Your Pre-Tax 401(k) deferral percentage will automatically increase by 1% each year, up to a maximum of 10% of your annual compensation.



The first automatic increase will take effect as soon as administratively feasible following the anniversary of your most recent hire. Then each year after, as long as you are subject to the automatic escalation provision, your increase will take effect as soon as administratively feasible following your anniversary of your most recent hire. For example, if you hired on January 15, 2017, your first automatic escalation would happen as soon as administratively feasible following January 15, 2018. Then if you terminated employment on February 15, 2019 and rehired December 15, 2020, your next automatic escalation would happen as soon as administratively feasible following December 15, 2021. If you are already a Participant and want to know when your next automatic escalation date will be, you can find your automatic escalation date by accessing your Plan account on Prudential's website.

- If you prefer, you may elect a specific automatic escalation percentage and effective date. For example, you may elect 2% of your compensation as your automatic escalation percentage rather than the normal 1% and change the automatic escalation date from the anniversary of your most recent hire date to your birthday.
- You may decline enrollment in the automatic escalation feature by opting out at any time prior to the anniversary of your most recent hire date. To decline enrollment, you must log on to Prudential's website and either elect a different automatic escalation percentage or opt out of the program entirely.

**Permissible withdrawal of automatic deferral.** If you are automatically enrolled in the Plan in accordance with the automatic deferral provisions, you may withdraw the full amount of these contributions provided you timely request a withdrawal and such withdrawal is made not later than the 90<sup>th</sup> day after the date of the first automatic deferral made on your behalf. Please contact Prudential if you wish to withdraw any Pre-Tax 401(k) deferrals that were contributed through the automatic deferral feature.

Contact the Plan Administrator if you have any questions concerning the application of the automatic deferral and automatic escalation features.

### **Is there a limit to how much I can defer into the Plan?**

**Annual dollar limit.** Each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you by a certain date in order to avoid adverse tax consequences. Because Lennar cannot monitor any salary deferrals you may have contributed to other qualified plans, it is your responsibility to make sure you do not exceed the annual dollar limits.

If you exceed the annual dollar limit, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this, in writing, to the Plan Administrator by no later than the March 1<sup>st</sup> following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan Lennar maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15<sup>th</sup> following the close of the calendar year in which such excess deferrals were made.

### **How are my salary deferrals accounted for?**

**Allocation of deferrals.** The Plan Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled “Vesting”). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. In other words, your account could increase or decrease in value, depending on investment results.

**Distribution of deferrals.** The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD. However, if you are a highly compensated employee (generally more than 5% owners or individuals receiving wages in excess of certain amounts established by law), a distribution of certain amounts attributable to your salary deferrals may have to be returned to you if certain nondiscrimination requirements are not met. The Plan Administrator will notify you if such a distribution is required.

### **What are rollover contributions?**

**Rollover contributions.** At the discretion of the Plan Administrator, once you become eligible to participate, you may be permitted to deposit distributions (including Roth deferrals) you have received from other plans and certain IRAs into your Plan account. Such a deposit is called a “rollover” and may result in tax savings to you. You may ask the administrator or trustee of the other plan or IRA to directly transfer (a “direct rollover”) all or a portion of any amount that you are entitled to receive as a distribution from such plan to this Plan. Alternatively, if you received a distribution from a prior plan, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is permitted and in your best interest.

**Rollover account.** Your rollover will be accounted for in a “rollover account.” You will always be 100% vested in your “rollover account” (see the Article in this SPD entitled “Vesting”). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses. In addition, any pre-tax contributions, after-tax voluntary contributions and Roth deferrals that are accepted as rollovers into this Plan will be accounted for separately.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your “rollover account” at any time. You may only withdraw amounts from your rollover account once every calendar quarter and the minimum amount for a distribution from your “rollover account” is \$500. You will be subject to an administrative fee for each withdrawal (See the section entitled “Will Plan expenses be deducted from my account balance?” for more information).

## ARTICLE III EMPLOYER CONTRIBUTIONS

### What is a matching contribution and how is it allocated?

**Matching Contributions.** Lennar may make a discretionary matching contribution equal to a uniform percentage of your Pre-Tax 401(k) and Roth deferrals. Each year, Lennar will determine the amount of the discretionary percentage of your Pre-Tax 401(k) and Roth deferrals that will be matched. For the 2021 Plan Year, if you satisfy the allocation conditions below, the discretionary matching contribution is equal to 50% of your Pre-Tax 401(k) deferrals and Roth deferrals that do not exceed 6% of your compensation. Matching contributions will be contributed each pay roll period to your matching contributions subaccount. Note that no matching contributions will be made for Pre-Tax 401(k) or Roth deferrals that are designated as catch-up contributions.

**True-Up Contributions.** In certain situations, because matching contributions are contributed each payroll period, your matching contribution percentage may not be maximized during the Plan Year. If you are employed on the last day of the Plan Year, Lennar will determine whether a “true-up contribution” is required to ensure that you receive the maximum amount of matching contributions under the Plan. The true-up contribution will equal the difference between (a) the maximum amount of the matching contribution that you could have received based on your total Pre-Tax 401(k) and Roth deferrals for the applicable Plan Year, and (b) the total amount of matching contributions actually contributed to your Plan account for the applicable Plan Year.

For example, suppose you have not reached age 50, your compensation for 2021 is \$78,000, you are paid 26 times a year (\$3,000 per paycheck), and you elect to contribute 50% of your compensation to the Plan ( $\$3,000 \times 50\% = \$1,500$  deferral per pay period). Also assume that Lennar determines to contribute a matching contribution equal to 50% of your salary deferrals which do not exceed 6% of your compensation for each payroll period. Lennar will contribute \$45 in matching contributions on your behalf to your account for each of your 13 paychecks ( $\$1,500 \times 6\% \times 50\%$ ), for a total of \$585. Your salary deferrals will stop after your 13th paycheck, because you will have contributed the full \$19,500 annual deferral limit permitted under the Plan and Code for 2021 ( $\$1,500$  per paycheck  $\times$  13 paychecks = \$19,500). However, if you had spread out your salary deferrals over the course of the year, rather than front-loading them, Lennar would have contributed \$2,340 in matching contributions to your account ( $\$78,000 \times 6\% \times 50\%$ ). This means that Lennar will make a true-up contribution totaling \$1,755 to the Plan on your behalf so that your matching contributions of \$585, when added to the true-up contributions of \$1,755, total \$2,340 for the 2021 Plan Year. The administrative team automatically performs a true-up each year and then contributes any eligible true-up dollars to the plan. You do not need to notify the administrative committee that you are eligible for true-up. If you receive a true-up contribution, it will be reflected on your quarterly statements from Prudential and you can also log into your 401(k) account with Prudential and view the contribution online.

**Limit on matching contribution.** Regardless of the matching and true-up matching contributions described above, the total discretionary matching contribution in any Plan Year will not exceed 3% of your compensation. If your compensation exceeds the annual compensation limit (\$290,000 in 2021), then your maximum matching contribution will not exceed 6% of the annual compensation limit. (See the section entitled “Is there a limit on the amount of compensation which can be considered?” for more information). In addition, Pre-Tax 401(k) and Roth deferrals designated as catch-up contributions shall not be taken into account in determining the match and true-up contributions.

**Allocation conditions.** For any year for which Lennar decides to make a discretionary matching contribution, if you are actively employed by Lennar and make Pre-Tax 401(k) deferrals, a matching contribution will be allocated to your account every payroll period (subject to the limit described above), regardless of the Hours of Service you perform during the Plan Year. However, you must be employed by Lennar on the last day of the Plan Year in order to receive a “true-up” matching contribution at the end of such Plan Year. Lastly, while a matching contribution will be allocated to your account every payroll period, any matching contribution allocated to your account become vested (nonforfeitable) only after completing a certain number of Years of Service. (See the Article entitled “Vesting” for further explanation).

### **What is a profit sharing contribution and how is it allocated?**

**Profit sharing contribution.** Each year, Lennar may make a discretionary profit sharing contribution to your account.

**Allocation conditions.** In order to receive a profit sharing contribution, you must satisfy the following conditions:

- Be employed by Lennar on the last day of the Plan Year; and
- Have completed a Year of Service during the Plan Year.

However, in the event of your death, disability or retirement while employed by Lennar during a Plan Year for which Lennar decides to make a profit sharing contribution, you will receive a profit sharing contribution for that Plan Year, regardless of whether you completed a Year of Service during the Plan Year or were employed by Lennar on the last day of the Plan Year.

## **ARTICLE IV COMPENSATION AND ACCOUNT BALANCE**

### **What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation is generally defined as your total compensation that is subject to income tax withholding and paid to you by Lennar during the Plan Year (including but not limited to, certain commissions, bonuses, reimbursements and expense allowances, and payments for unused vacation or other leave). However, certain adjustments must be made to comply with IRS and DOL regulations. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan.

**Adjustments to compensation.** The following adjustments to compensation will be made for purposes of salary deferrals.

First, the following items will be included in compensation:

- Salary deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan).
- Compensation paid after you terminate employment for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), commissions, bonuses, payments for unused accrued bona fide sick, vacation or other leave, or other similar payments that would have been made to you had you continued employment or if you would have been able to use the leave if your employment had continued. Such

compensation paid after you terminate employment must be paid within 2½ months after your termination date, or if later, by the end of the Plan Year that includes your termination date.

- Nonqualified unfunded deferred compensation if the payment is includible in gross income.

Second, the following items will be excluded from compensation:

- Fringe benefits (cash and noncash), moving expenses, parking expenses, cash bonuses or awards paid outside the payroll system, deferred compensation (other than elective salary deferrals), and welfare benefits.
- Compensation paid or payable as the result of services performed after you cease to be a participant.
- Gas card charges.
- Imputed income resulting from term insurance.
- Compensation attributable to discounts on services you received from affiliates.
- Compensation attributable to the grant of restricted stock, including compensation with respect to dividends received as a result of such grant.
- Compensation received pursuant to the Associate Rewards Program.
- Amounts paid by Lennar to reimburse you for education expenses or any other reimbursable expenses.
- Amounts paid by Lennar to you for continuation of health coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).
- Amounts paid under the payroll code “Five Year Future Benefit” to current or former Newhall Land employees.
- Severance pay.
- Wellness incentive premium credits paid to you for participation in certain wellness programs offered by Lennar or any participating employer are excluded.

The above definition of compensation is only a summary and does not purport to be complete explanation of that term as defined in the Plan document (which will be provided to you at your request). In the event of any difference between this definition and the provisions of the Plan document, the Plan document will govern.

#### **Is there a limit on the amount of compensation which can be considered?**

**Annual Compensation Limit.** The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The annual compensation limit for the Plan Year beginning in 2021 is \$290,000. After 2021, the IRS may increase the dollar limit for cost-of-living adjustments.

#### **Is there a limit on how much can be contributed to my account each year?**

**Annual Contribution Limit.** Generally, the law imposes a maximum limit on the total amount of contributions that may be made to your account during the Plan Year, excluding earnings. This annual contribution limit takes into consideration all contributions (except catch-up contributions) made to your Plan accounts, including Pre-Tax 401(k) deferrals, Roth deferrals, After-Tax deferrals, matching contributions, and profit sharing contributions. In 2021, this total cannot exceed the lesser of \$58,000 or 100% of your annual compensation. After 2021, the IRS may increase the dollar limit for cost-of-living adjustments.

#### **How is the money in the Plan invested?**

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan (except for your ESOP Subaccount and Capital Accumulation Subaccount, as discussed below). The Plan Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA. Section 404(c) of ERISA provides special rules that permit you to have control over your Plan account. This means the fiduciaries of the Plan, including Lennar, the Trustees, Committee, and the Plan Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you or your beneficiary give. The identified Plan fiduciary to whom you may give such instructions are the Plan Trustees. In addition, Lennar will provide you with the following:

- A list of the investment alternatives available under the Plan.
- A general description of the investment objectives and risk and return characteristics for each investment alternative.
- The circumstances under which you may give investment instructions.
- A description of transaction fees and expenses chargeable against your account.
- An electronic copy of the most recent prospectus provided to the Plan, before or immediately following your initial investment in any investment alternative that is subject to the Securities Act of 1933.

**Information Provided Upon Request.** You may request the information below (which is based on the latest information available to the Plan) by contacting: Prudential either by phone: (877) 778.2100 or by logging into your account at [www.Prudential.com/online/retirement](http://www.Prudential.com/online/retirement).

- A description of the annual operating expenses of each plan investment, including investment manager fees, administrative fees and transaction costs. These fees reduce the rate of return on your investments.
- Copies of prospectuses, financial statements and reports, and other materials related to the investments to the extent those items are provided to the Plan.
- Regarding the investments: (a) a list of the assets that are part of the portfolio of an investment and the value of the assets, and (b) for assets that are fixed rate investment contracts: (i) the name of the issuer of the contract; (ii) the term of the contract, and (iii) the rate of return on the contract.
- The value of shares or units and past and current investment performance of each investment, net of expenses.
- The value of the shares or units held in your Plan account.

If you (or your beneficiary) do not provide any investment direction with respect to your Plan account, your account will be invested in the default investment alternative selected by the Plan Administrator. The default investment option under the Plan is designed to qualify as a Qualified Default Investment

Alternative (“QDIA”) established in accordance with the legal requirements under section 404(c)(5) of ERISA. This means that the fiduciaries of the Plan are not liable for any investment losses that result, even though that you did not affirmatively elect to invest in the default investment option. You have the right to direct any assets invested in the default investment option to other investment options available under the Plan.

While you are permitted to direct the investment of your accounts (except for your ESOP Subaccount and Capital Accumulation Subaccount, as discussed below), the Plan Administrator or Trustee will have the authority to refuse any investment directed by you if that investment: (1) is not in accordance with the applicable investment fund prospectus, (2) may reasonably be characterized as excessive, (3) may impose undue costs or administrative burdens on such investment fund, (4) may adversely impact the performance of such investment fund, (5) may prevent such investment fund from operating in a manner consistent with its investment or administrative guidelines, or (6) may prevent such investment fund from achieving its investment objectives.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and Lennar, the Plan Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

**ESOP Subaccount And Capital Accumulation Subaccount.** Certain participants have previously received contributions, mostly consisting of Lennar and/or LNR Stock, under the former Employee Stock Ownership Plan (“ESOP”). If you have received such contributions, your contributions and the earnings thereon remain in your ESOP Subaccount and Capital Accumulation Subaccount. Unlike your other accounts, your ESOP Subaccount and Capital Accumulation Subaccount (if you have them) are not invested at your direction. Your ESOP Subaccount and Capital Accumulation Subaccount remain invested primarily in Lennar and/or LNR Stock, unless you meet the diversification requirements discussed below.

**Restrictions.** The balances of your ESOP Subaccount and Capital Accumulation Subaccount are invested in Lennar and/or LNR Stock and except under specified circumstances (discussed below), you cannot change the manner in which they are invested. In addition, you cannot borrow against these balances when taking a loan from the Plan.

**Transfers.** You may elect to sell your Lennar and/or LNR Stock and transfer the cash into one or more of the other investment alternatives available in the Plan. However, you may not elect to transfer any money **INTO** the ESOP Subaccount and/or Capital Accumulation Subaccount. Additionally, once you make the election to sell, you will not be allowed to void or cancel the sale for **ANY** reason. All elections to sell Lennar and/or LNR Stock are **FINAL** and cannot be reversed.

**Diversification.** If you are at least age 55 and have actively participated in the Plan for at least ten Plan Years, you may be permitted to elect to diversify the manner in which your ESOP Subaccount and Capital Accumulation Subaccount are invested. Diversification is subject to certain restrictions and requirements. Please contact the Plan Administrator for more information.

**Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan routinely incurs expenses for services rendered by lawyers, accountants, third party administrators, other Plan advisors and service providers. The Plan is responsible for paying these reasonable expenses. If expenses are paid using the Plan's assets, then the expenses may be allocated among the accounts of all Participants in the Plan pro rata.

Investment fees charged in connection with the Plan investments are charged against the applicable investment funds that you select for your account. Your investment returns are shown net of these investment fees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid only from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Plan Administrator will inform you when there will be a charge (or charges) directly to your account. The amount for some of these functions may be fixed from time to time while the amount for other functions may simply be a pass-through of the amount charged to the Plan at the time by any third parties (e.g., lawyers, actuaries, etc.) whose services are necessary to perform that function.

Below are some of the expenses that may be charged directly to your account:

- Quarterly Administrative Fee: \$25.00<sup>1</sup>
- Processing normal withdrawals: \$35.00
- Processing in-service withdrawals: \$35.00
- Processing hardship withdrawals: \$35.00
- Processing loans: \$35.00
- Florida Stamp Tax on loans (for residents of Florida only): Pass-through

More information on Plan expenses is also available on Prudential's website online at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement). Lennar may, from time to time, change the manner in which expenses are allocated and the types of expenses allocated. In addition, the amount of the expenses may change from time to time.

## **ARTICLE V VESTING**

### **What is my vested interest in my account?**

You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- Salary deferrals (including Pre-Tax 401(k) deferrals, Roth deferrals, After-Tax deferrals, and catch-up contributions); and

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<sup>1</sup> The quarterly administrative fee is charged only when your Account balance is \$2,500 or greater, excluding the balance of the Account held in Lennar and/or LNR Stock.



- Rollover contributions (including rollovers of pre-tax contributions, Roth deferrals and after-tax contributions).

Matching contributions, profit sharing contributions and amounts held in your ESOP and Capital Accumulation Subaccounts (other than the ESOP and Capital Accumulation subaccounts before October 1, 1998) are subject to the following vesting schedules:

<u>Years of Service</u>	<u>% Vested</u>
Less than 1 year	0%
1 year but less than 2 years	20%
2 years but less than 3 years	40%
3 years but less than 4 years	60%
4 years but less than 5 years	80%
5 or more years	100%

**Alternate Vesting.** In the event of your death, disability or retirement after age 65 while employed by Lennar, you will become 100% vested, even if you have not accrued at least five (5) Years of Service.

Notwithstanding the foregoing, special provisions may apply for determining vesting if you are employed by certain Participating Employers (see Appendix A, for more detail).

#### **What happens if the Plan becomes a “top-heavy plan”?**

**Top-heavy plan.** A retirement plan that primarily benefits “key employees” is called a “top-heavy plan.” Key employees are certain owners or officers of Lennar. A plan is generally a “top-heavy plan” when more than 60% of the plan assets are attributable to key employees. Each year, the Plan Administrator is responsible for determining whether the Plan is a “top-heavy plan.”

**Top-heavy rules.** If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain “top-heavy minimum contributions,” and other special rules will apply. The Plan Administrator will notify you if these special rules apply.

## **ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS**

### **Can I withdraw money from my account while still actively working for Lennar?**

**In-service distributions.** You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan. Additionally, all withdrawals are processed by Prudential. Please contact Prudential directly should you have any questions regarding your eligibility and/or to initiate a distribution.

**Conditions.** Generally, the following types of distributions from the Plan are permitted prior to your termination of employment, subject to the limitations described below:

- Age 59½ withdrawal;
- Rollover contributions withdrawal;
- After-Tax deferrals withdrawal;
- ESOP and Capital Accumulation Subaccounts withdrawal;
- Qualified Reservist Distribution for military service (if you believe this may apply to you, contact the Plan Administrator for more information); or

Spousal consent (if you are married) is not required for in-service distributions.

**Limitations.**

- After-Tax deferrals withdrawal: Limited to one (1) withdrawal per calendar quarter and the minimum withdrawal is \$500.
- Rollover contributions withdrawal: Limited to one (1) withdrawal per calendar quarter and the minimum withdrawal is \$500.
- Age 59 1/2 withdrawal: Limited to one (1) withdrawal per calendar quarter and the minimum withdrawal is \$500.
- IncomeFlex Fund: No amounts invested in the IncomeFlex Fund may be withdrawn from your Plan accounts while you are actively employed by Lennar or an affiliate.

**Special Withdrawal Provisions.** Notwithstanding the foregoing, special provisions may apply for withdrawals if you are employed by certain Participating Employers (see Appendix A, for more detail).

**Can I withdraw money from my account in the event of financial hardship?**

**Hardship distributions.** You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

**Qualifying expenses.** A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Code) previously incurred by you, your spouse, your dependent, or the individual named as your primary beneficiary under the Plan, or necessary for you, your spouse, your dependent or the individual named as your primary beneficiary under the Plan to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse, your dependent, or the individual named as your primary beneficiary under the Plan;
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children, other dependents, or the individual named as your primary beneficiary under the Plan;

- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Code without regard to whether the loss is attributable to a federally-declared disaster or exceeds ten percent (10%) of your adjusted gross income; or
- Expenses and losses (including loss of income) you incur on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

In addition, certain hardship distributions were permitted for certain participants related to losses and expenses incurred as a result of Hurricane Harvey and Hurricane Irma.

**Conditions.** If you have any of the above expenses, a hardship distribution can only be made if you make a representation, pursuant to procedures established by Lennar, that you have insufficient funds to meet your financial need. In addition, the following conditions must be satisfied:

- The distribution cannot be in excess of the amount of your immediate and heavy financial need and your requested distribution must be for at least \$500. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.

**Restrictions.** A hardship distribution is subject to the following restrictions:

- Only Pre-Tax 401(k) deferrals (excluding any investment earnings) and Roth deferrals (including investment earnings) can be used for a hardship distribution; and
- Only one (1) hardship distribution is permitted per rolling 12-month period.

**Qualified Birth or Adoption Distributions.** Effective January 1, 2021, the Plan was amended to add a new in-service distribution option. Under this new “qualified birth or adoption distribution” (“QBOAD”) option, you may request an in-service distribution during the one-year period following the birth of a child or adoption of an eligible adoptee (i.e., a person who is under age 18 or is physically or mentally incapable of self-support, other than a child of your spouse), up to \$5,000 per birth or adoption. A birth or adoption distribution is subject to special tax treatment and will not incur the 10% early withdrawal tax for distributions prior to age 59½. Amounts distributed as a QBOAD can be repaid to the Plan at any time, provided you are otherwise eligible to make rollover contributions to the Plan. Any amount that is recontributed will be treated as rollover contributions. To initiate or repay a distribution, contact Prudential for assistance.

**Temporary Coronavirus-Related Distributions.** If you were a “qualified individual” (as defined below), you were allowed to request a coronavirus-related distribution (“CRD”) of up to \$100,000, in the aggregate from all eligible retirement plans and individual retirement accounts (IRAs) in which you participate, during the period beginning no earlier than March 27, 2020 and ending on December 30, 2020. If taken, the amount of the CRD may be included in your income ratably over three years rather than included in income in the year received. A CRD is not subject to the 10% early distribution penalty that generally applies to distributions prior to age 59-1/2. During the three-year period following the date you receive a CRD, if you are otherwise eligible to make rollover contributions to the Plan, you may contribute all or part of a CRD to the Plan (or to another eligible retirement plan that accepts such repayments). The repaid amount will be treated as a rollover contribution (meaning, it will not be subject to certain otherwise-applicable limits under the Plan and federal law).

You are considered a “qualified individual” if (a) you (or your spouse or dependent) is diagnosed with the coronavirus disease 2019 or the SARS-CoV-2 virus (together, “COVID-19”) by a test approved by the Centers for Disease Control and Prevention, or (b) you (or your spouse or a member of the your household) experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to COVID-19, being unable to work due to lack of child care due to COVID-19, closing or reducing hours of a business owned or operated by you due to COVID-19, or other factors to be determined by the Department of Treasury. You are required to self-certify your status as a “qualified individual” in accordance with administrative procedures. To initiate or repay a distribution, contact Prudential for assistance.

## **ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

### **When can I get money out of the Plan?**

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in the Article entitled “Benefits and Distributions Upon Death.”

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- Termination of employment for reasons other than death, disability or retirement;
- Early retirement;
- Normal retirement; or
- Disability

You may also receive distributions while you are still employed with Lennar. (See the Article entitled “Distributions Prior to Termination and Hardship Distributions” for further explanation).

### **What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than death, disability, early or normal retirement, you will be entitled to receive only the “vested percentage” of your account balance. (See the Article in this SPD entitled “Vesting” for more information).

You may elect to have your account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled “How will my benefits be paid to me?” for additional information). Regardless of whether you consent to receive it, if the value of your account does not exceed \$1,000, then a distribution of your account balance will be made to you in a lump sum; if your account balance exceeds \$1,000 but not \$5,000, your account will be rolled into an IRA established for your benefit. (See the section entitled “How will my benefits be paid to me?” for an explanation of how these benefits will be paid).

### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach your 65<sup>th</sup> birthday.

Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age. Note, however, that special provisions may apply for determining Normal Retirement Age if you are employed by certain Participating Employers (see Appendix A, for more details).

**Payment of benefits.** Payment of benefits may begin as soon as practicable after your retirement. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but not later than April 1st of the year following the year you reach age 72 (or 70½ if you attained age 70½ on or before December 31, 2019) or, if later, the year in which you terminate employment. (See the question entitled “How will my benefits be paid to me?” for an explanation of how these benefits will be paid). However, if you retire after reaching your Normal Retirement Date, regardless of whether you consent to receive it, the value of your account balance does not exceed \$1,000, then a distribution of your account balance will be made to you in a lump sum; if your account balance exceeds \$1,000 but not \$5,000, your account will be rolled into an IRA established for your benefit. (See the section entitled “How will my benefits be paid to me?” for an explanation of how these benefits will be paid)

### **What happens if I terminate employment at Early Retirement Date?**

**Early Retirement Date.** Your Early Retirement Date is the first day of the month coinciding with or next following the date you have attained age 55 and have completed at least five (5) or more Years of Service. You may elect to retire when you reach your Early Retirement Date.

**Payment of benefits.** The payment of benefits generally will not begin until you actually retire after reaching your Early Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. However, if you retire after reaching your Early Retirement Date but prior to your Normal Retirement Date, regardless of whether you consent to receive it, the value of your account balance does not exceed \$1,000, then a distribution of your account balance will be made to you in a lump sum; if your account balance exceeds \$1,000 but not \$5,000, your account will be rolled into an IRA established for your benefit. (See the section entitled “How will my benefits be paid to me?” for an explanation of how these benefits will be paid).

### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental impairment resulting from sickness, accident or other injury which renders you incapable of continuing usual and customary employment with Lennar. Effective January 1, 2020, you will be considered disabled for purposes of the Plan only if you have been so determined under federal acts and statutes that provide compensation for personal injuries and sickness (including Social Security disability benefits) or under state workers compensation laws, and you receive benefits under such determination. You must be employed by Lennar on the date your disability commenced and you must notify the Plan Administrator in writing of your disability within 120 days of suffering such disability. If you are unable to give such notice personally, the notice may be given by your personal representative. Failure to comply with these requirements shall be deemed conclusive evidence that you do not suffer from a disability, or have ceased to be so disabled.

**Payment of benefits.** Payment of your disability benefits will be made to you only after employment ends as if you had retired. However, regardless of whether you consent to receive it, if the value of your account balance does not exceed \$1,000, then a distribution of your account balance will be made to you in a lump sum; if your account balance exceeds \$1,000 but not \$5,000, your account will be rolled into an IRA established for your benefit. (See the section entitled “How will my benefits be paid to me?” for an explanation of how these benefits will be paid).

**How will my benefits be paid to me?**

**Forms of distribution.** If your vested account balance does not exceed \$1,000, and you do not timely make a distribution election or direct rollover election, then your vested account balance may only be distributed to you in a single lump-sum payment. If your account balance exceeds \$1,000 but not \$5,000, and you do not timely make a distribution election or direct rollover election, then your vested account balance will be rolled over to an IRA established for your benefit. In determining whether your vested account balance exceeds the \$1,000 and \$5,000 thresholds, “rollover” contributions (and any earnings allocable to “rollover” contributions) will not be taken into account.

Currently, account balances that are subject to a mandatory rollover are paid as a direct rollover into an IRA serviced by:

Prudential Bank and Trust, FSB  
Prudential Retirement Brokerage Services  
280 Trumbull Street  
Hartford, CT 06103

The custodian of the IRA is:

Prudential Retirement–Personal Retirement Services  
OPSHO5R  
280 Trumbull Street  
Hartford, CT 06103

The following fees are charged and deducted directly from your IRA and may change from time to time:

<b>Prudential Automatic Rollover IRA Fees</b>	
<b>Account Balance</b>	<b>Annual Fee (Paid by Accountholder)</b>
\$1,001 to \$5,000	\$20
More than \$5,000	No fee

If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in a single lump-sum payment (either to you or as a direct rollover). You may elect to receive the portion of your vested account balance invested in the IncomeFlex Fund in the form of installment payments, subject to approval by the Plan Administrator.

**Medium of payment.** Benefits under the Plan will automatically be paid to you in cash. There are some investments that may, upon request, be distributed “in-kind”. Shares in your ESOP Subaccount and Capital Accumulation Subaccount representing Lennar and/or LNR stock will be sold and distributed as cash. You may, however, request an “in-kind” distribution provided that your request is received by Prudential prior to the date that your shares are sold. Once your Lennar and/or LNR stock is placed for sale, the sale will not be reversed. Shares held in your IncomeFlex Fund will also be sold and distributed as cash unless you make an election to rollover your IncomeFlex Fund “in-kind” and only if the rollover is to a Prudential

IRA. All other shares and units will be sold and distributed as cash. There is no alternative to distribute “in-kind” except for the investments discussed here.

**Delaying distributions.** You may delay the distribution of your vested account balance, unless a distribution is required to be made because your vested account balance does not exceed \$5,000, as explained above. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions (“RMDs”) be made from the Plan. RMD payments are required to begin not later than the April 1<sup>st</sup> following the later of the end of the year in which you reach age 72 (or 70½ if you attained age 70½ on or before December 31, 2019) or retire. You should contact the Plan Administrator if you believe you may be affected by these rules.

Note that RMD payments that were scheduled to be made in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) were automatically suspended, unless a Participant contacted the Plan Administrator and requested to receive the payment.

Please note that it is your obligation to keep the Plan Administrator informed of any changes to your contact information. If you fail to provide the Plan Administrator with a correct and current address, your Plan benefits may be delayed or forfeited (subject to reinstatement).

## **ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH**

### **What happens if I die while working for Lennar?**

If you die while still employed by Lennar, then your account will automatically be vested at 100%, including the Company Match and Profit Sharing accounts and 100% of your account balance will be distributed to your beneficiary as a death benefit.

### **Who is the beneficiary of my death benefit?**

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit, unless an election is made to change the beneficiary. **IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE’S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.**

If you are married and you change your designation, you may do so without any requirement of further spousal consent, if your spouse’s consent so provides. In addition, you may elect a beneficiary other than your spouse without your spouse’s consent if you establish to the satisfaction of a Plan representative that your spouse cannot be located.

If you designated your spouse as beneficiary and after that designation, you are divorced or legally separated, the designation of your spouse as beneficiary under the Plan is automatically revoked, unless:

- The beneficiary designation is specifically provided under a divorce decree or Qualified Domestic Relations Order (“QDRO”); or
- You complete a new beneficiary designation form, naming your prior, or legally separated spouse as your beneficiary.

**Unmarried Participant.** If you are not married, you may designate a beneficiary online on your Prudential account or on a form to be supplied to you by the Plan Administrator.

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- Your surviving spouse;
- Your children, including adopted children and step children in equal shares (and if a child is not living, that child’s share will be distributed to that child’s heirs, in equal shares);
- Your surviving parents, in equal shares; and
- Your estate.

In any case where there is no personal representative of your estate duly appointed and acting in that capacity within 90 days after your death (or such extended period as the Committee determines is reasonably necessary to allow such personal representative to be appointed, but not to exceed 180 days after the Participant’s death), then Beneficiary shall mean the person who can verify by affidavit or court order to the satisfaction of the Committee that he or she is legally entitled to receive the benefits specified hereunder

#### **How will the death benefit be paid to my beneficiary?**

**Form of distribution.** If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If your vested account balance exceeds \$5,000, your beneficiary may elect to receive a distribution of your vested account balance in a single lump-sum payment. Further, your beneficiary may elect to receive the portion of your vested account balance invested in the IncomeFlex Fund in the form of installment payments, subject to approval by the Plan Administrator.

#### **When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

If your designated beneficiary is a person (rather than your estate or most trusts), then minimum distributions of your death benefit must generally begin by the end of the calendar year following the year of your death and must be paid over a period not extending beyond your beneficiary’s life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the end of the year in which you would have attained age 72. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five (5) years after your death.

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

#### **What happens if I’m a Participant, terminate employment and die before receiving all my benefits?**



If you terminate employment with Lennar and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

## **ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS**

### **What are my tax consequences when I receive a distribution from the Plan?**

**Distribution of Pre-Tax Contributions.** Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59½ could be subject to an additional 10% tax.

**Distribution of After-Tax Deferrals.** If you elect to make After-Tax deferrals, such deferrals are subject to federal income taxes in the year of deferral but will not be subject to federal income taxes at the time of distribution. However, the earnings on such deferrals will be subject to federal income taxes at the time of distribution.

**Distribution of Roth Deferrals and Roth Catch-Up Contributions.** A “qualified” withdrawal or distribution of Roth deferrals and Roth catch-up contributions means that the Roth deferrals, Roth catch-up contributions and any earnings are not taxable as income. A withdrawal or distribution of Roth deferrals and Roth catch-up contributions is “qualified” only if such withdrawal or distribution is made:

- On or after age 59 1/2, death or disability; and
- After the “5-year participation rule” has been satisfied.

The “5-year participation rule” begins on the first day of the taxable year in which you first make Roth deferrals and/or Roth catch-up contributions to the Plan and ends when five consecutive taxable years have passed.

If you take a withdrawal or distribution prior to satisfying the 5-year participation rule, the earnings portion of your Roth deferrals and Roth catch-up contributions will be taxable as income. However, the basis portion (*i.e.*, the Roth deferrals and Roth catch-up contributions) will not be taxable as income.

### **Can I elect a rollover to reduce or defer tax on my distribution?**

**60-Day Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- a) **60-day rollover.** If you take a distribution from the Plan, payable to you, such distribution will be subject to taxation. However, if you later decide that you would like the distribution to be a non-taxable event, you must deposit the entire amount of your distribution to an IRA or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. Therefore, in order to reverse the taxability of your entire distribution, you will need to fund the 20% that was withheld for federal income taxes from another source so that you can deposit it with an IRA or

qualified employer plan that accepts your 60-day rollover. If you only roll over the 80% that you received, then the 20% that was not rolled over will be taxable income to you.

- b) **Direct transfer.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an IRA or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. For example, some qualified employer plans do not accept after-tax deferrals and/or company stock. If you elect to actually receive the distribution (as described in paragraph (a) above) rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.
- c) **Special note rollovers and transfers of Roth deferrals.** Special rules apply to direct rollovers from your Roth deferral, Roth catch-up, and Roth rollover accounts under the Plan. A direct rollover of a distribution from any Roth account can only be made to a Roth deferral account under another 401(k) plan that accepts rollovers from a Roth deferral account or to a Roth IRA.

**Automatic IRA Rollover.** If a mandatory distribution is made to you because your vested interest in the Plan does not exceed \$5,000 and the amount of the distribution exceeds \$1,000, then the law may require that your distribution be directly rolled over to an IRA. If you do not make an affirmative election to either receive or roll over the distribution, then the Plan must roll over your distribution to an IRA. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Plan Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

## **ARTICLE X LOANS**

### **Is it possible to borrow money from the Plan?**

Yes. You may request a Participant loan from all your accounts (except from the ESOP Subaccount, Capital Accumulations Subaccount, and IncomeFlex Fund) by submitting an application to Prudential at 877-778-2100 or on-line at [www.prudential.com/online/retirement](http://www.prudential.com/online/retirement). Your ability to obtain a Participant loan depends on several factors. The Plan Administrator will determine whether you satisfy these factors.

### **What are the loan rules and requirements?**

There are various rules and requirements that apply to any loan, which are outlined in this question. In addition, Lennar has established a written loan policy which explains these requirements in more detail. You can request a copy of the loan policy from the Plan Administrator. Generally, the rules for loans include the following:

- All loans must be adequately secured. You must sign a promissory note along with a loan pledge. Generally, you must use your vested interest in the Plan as security for the loan, provided the outstanding balance of all your loans does not exceed 50% of your vested interest in the Plan, excluding the ESOP Subaccount, Capital Accumulation Subaccount, and IncomeFlex Fund. In certain cases, the Plan Administrator may require you to provide additional collateral to receive a loan.
- You will be charged a reasonable rate of interest for any loan received from the Plan, which is currently equal to the prime rate plus 1.5% for the first day of the quarter during which the loan is made.
- If approved, your loan will provide for level amortization with payments to be made not less frequently than quarterly. Generally, the term of your loan may not exceed five (5) years (“General Purpose loan”). However, if the loan is for the purchase or construction of your principal residence the term may not exceed fifteen (15) years (“Primary Residence loan”). Generally, the Plan Administrator will require that you repay your loan by agreeing to payroll deduction. If you have an unpaid leave of absence or go on military leave while you have an outstanding loan, please contact the Plan Administrator to find out your repayment options.
- All loans will be considered a directed investment of your account under the Plan. All payments of principal and interest by you on a loan will be credited to your account.
- The amount the Plan may loan to you is limited by rules under the Code. Any new loans, when added to the outstanding balance of all other loans from the Plan, will be limited to the lesser of:
  - a) \$50,000 reduced by the excess, if any, of your highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date of the new loan over your current outstanding balance of loans as of the date of the new loan; or
  - b) 50% of your vested interest in the Plan (excluding the ESOP Subaccount, Capital Accumulations Subaccount, and IncomeFlex Fund).
  - c) Example:
    - Mark has a vested account balance of \$200,000 and took a loan for \$40,000 on August 1, 2018. On December 1, 2020, when the loan balance is \$25,000, Mark wants to take another loan from the plan. The loan balance on December 1, 2019, was \$32,000. The maximum amount that Mark can borrow is \$18,000. This is calculated by first determining the repaid loan amount for the one-year period before the loan was made. That amount is \$7,000. It is the difference between the highest outstanding loan balance for the one-year period ending on December 1, 2020 (\$32,000) and the outstanding balance on the day of the loan (\$25,000). The \$50,000 limit is reduced by the repaid loan amount to \$43,000 (\$50,000 - \$7,000). Therefore, the maximum amount of the new loan is the reduced limit minus the outstanding balance on the day of the loan, which is \$18,000 (\$43,000 - \$25,000)
  - d) No loan in an amount less than \$1,000 will be made.
- The maximum number of Plan loans that you may have outstanding at any one time is two (2): one (1) General Purpose loan and one (1) Primary Residence loan. The Loan Administrator shall not approve more than one general purpose loan or more than one residential loan to be outstanding at any time.
- Spousal consent is not required for loans.

- If you fail to make payments when they are due under the terms of the loan, you will be considered to be “in default.” The Plan Administrator will consider your loan to be in default if any scheduled loan repayment is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Plan would then have authority to take all reasonable actions to collect the balance owed on the loan. This could include filing a lawsuit or foreclosing on the security for the loan. Under certain circumstances, a loan that is in default may be considered a distribution from the Plan and could be considered taxable income to you. In any event, your failure to repay a loan will reduce the benefit you would otherwise be entitled to from the Plan. Additionally, if you have a defaulted loan on your account it is still considered an active loan and must be repaid before you will be allowed to take another such loan. Example, if you take a General Purpose loan and for any reason that loan defaults, then you may not take another general purpose loan until the outstanding general purpose loan is paid in full.
- If your payroll deduction for loan repayments has stopped because you are on a leave of absence and are not receiving a paycheck from Lennar, you may still be responsible for continuing to make your scheduled loan repayments except in the case of military leave. Contact the Plan Administrator to arrange for payment of your loan while on leave of absence.
- An administrative fee will be charged to your account for a loan. In addition, you will be responsible for any taxes, stamps, and fees that may be incurred in the loan process. If you are a Florida resident, you will be required to pay a Documentary Transfer Tax. You will be notified by the Lennar Benefits Department regarding the amount due for the tax (which is based on the amount of the loan), and how you will pay it.

Note that, if you were a qualified individual (as defined above, in Article VI), during the period beginning no earlier than March 27, 2020, and ending on September 22, 2020, the maximum loan limit described above was increased to the lesser of: (i) \$100,000 minus the excess of your highest outstanding loan balance during the prior 12 months over the outstanding balance of any loan on the date your new loan is made, or (ii) 100% of your vested account balance. In addition, if you were a qualified individual with an outstanding Plan loan, you were allowed to delay any loan payments that were otherwise due during the period beginning no earlier than March 27, 2020 through December 31, 2020. If loan payments were delayed, any subsequent repayments were adjusted to reflect the delay in the due date and any interest accruing during the delay.

The Plan Administrator may periodically revise the Plan’s loan policy. If you have any questions on Participant loans or the current loan policy, please contact the Plan Administrator.

## **ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES**

### **Are my benefits protected?**

As a general rule, your interest in your account may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Participant loan), given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account.

### **Are there any exceptions to the general rule?**

There are two exceptions to this general rule. The Plan Administrator must honor a “qualified domestic relations order” (“QDRO”). A QDRO is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent and that meets certain ERISA requirements. If a QDRO is received

by the Plan Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Plan Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain, without charge, a copy of the QDRO Procedures and a Model QDRO form from the Plan Administrator.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Plan Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

### **Can the Plan be amended?**

Lennar has the right to amend the Plan at any time and for any reason. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

Although Lennar intends to maintain the Plan indefinitely, Lennar reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Lennar will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation). You will be notified if the Plan is terminated.

### **How do I submit a claim for Plan benefits?**

Contact Prudential directly and a distribution specialist will assist you with any questions, and will initiate the distribution process for you should you request a distribution from the Plan. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Administrator.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

### **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an

extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- a) The specific reason or reasons for the adverse determination.
- b) Reference to the specific Plan provisions on which the determination is based.
- c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- d) Appropriate information as to the steps to be taken if you or your beneficiary wants to submit your claim for review.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

#### **What is the Claims Review Procedure?**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

- a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS. HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.
- b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.
- d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to

render the determination on review. In the case of an adverse benefit determination, the notification will set forth:

- a) The specific reason or reasons for the adverse determination.
- b) Reference to the specific Plan provisions on which the benefit determination is based.
- c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

If you have a claim for benefits which is denied on appeal, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the Plan Administrator makes a final determination to deny your claim.

### **What are my rights as a Plan Participant?**

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all Plan Participants are entitled to:

- a) Examine, without charge, at the Plan Administrator’s office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- c) Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- d) Obtain a statement telling you whether you have a right to retirement benefits at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a retirement benefits, the statement will tell you how many years you have to work to earn a right to retirement benefits. **THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE EVERY TWELVE (12) MONTHS.** The Plan must provide this statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including Lennar or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining retirement benefits or exercising your rights under ERISA.

If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court but only if you have exhausted the Plan's claim and appeal procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order ("QDRO") Procedures and Model QDRO form from the Plan Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

### **What can I do if I have questions or my rights are violated?**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **Are there any procedures for Lennar and/or LNR Stock?**

Some Participants have an ESOP Subaccount and a Capital Accumulation Subaccount, consisting primarily of Lennar and/or LNR Stock previously contributed through a prior ESOP. The "Confidentiality Fiduciary" shall monitor the confidential information relating to the holding and the sale of Lennar and/or LNR Stock and the exercise of voting, tender and similar rights with regard to such Lennar and/or LNR Stock held by participants or beneficiaries (the "Information") under the Plan.

- a) **Confidentiality Fiduciary.** The Plan fiduciary responsible for monitoring compliance with Lennar and/or LNR Stock is as follows:

Corporate Benefits Manager  
Chief Human Resources Officer  
Lennar Corporation  
Corporate Benefits Department  
27240 Turnberry Lane, Suite 200  
Valencia, CA 91355  
Phone: (800) 353-8100

- b) **Authorization.** Access to the Information shall be limited to such persons designated as representatives of the Plan who need the Information to carry out the administration of the Plan and to comply with other legal requirements, including the securities laws. Other than access by the employees who, in the regular course of their duties, require the Information for Plan administration or legal compliance (including but not limited to the benefits department and legal counsel for the Plan Sponsor), and the outside providers (such as consultants, attorneys, investment advisors and



accountants) who require access for matters related to the management and administration of the Plan or legal compliance, no one will have access without the explicit permission of the Confidentiality Fiduciary (or its designee). The permission will set forth the Information that may be obtained and the appropriate provisions for safeguarding the confidentiality of the Information, including but not limited to the possibility of contractually obligating the recipient of the Information to limit its use to the stated purpose(s).

- c) **Restrictions.** The Plan's Trustees, record keeper, and transfer agent and any other person with access to any or all of the Information shall be notified in writing that they are prohibited from disclosing any of the Information to any person without first obtaining written authorization of the Confidentiality Fiduciary (or its designee) to make such disclosure, unless such person is a participant or beneficiary and the Information is limited to their account and transactions.
- d) **Prohibition.** The Information shall not be made available or disclosed to the Plan Sponsor, its officers, directors, employees or affiliates, except to the extent necessary to comply with a federal or state law not preempted by the ERISA or as provided in subparagraphs a) and b), above.
- e) **Monitoring.** The Confidentiality Fiduciary is responsible for ensuring that the procedures are sufficient to safeguard the confidentiality of the Information and that the procedures are followed. The Confidentiality Fiduciary will, as appropriate, monitor the effectiveness and adequacy of these procedures and their implementation. The Confidentiality Fiduciary will also monitor compliance with these procedures.
- f) **Appointment of Independent Fiduciary.** The Confidentiality Fiduciary is responsible for ensuring that an independent fiduciary is appointed, when necessary. The Confidentiality Fiduciary shall appoint an independent fiduciary to carry out activities relating to any situations which it determines involve a potential for undue employer influence upon participants and beneficiaries with regard to the direct or indirect exercise of shareholder rights. The Confidentiality Fiduciary shall not appoint any fiduciary that is affiliated with any sponsor of the Plan. This provision is intended to be consistent with Department of Labor Regulation Section 2550.404c-1 and should be interpreted accordingly.
- g) **Standard of Care.** The obligations of the Confidentiality Fiduciary set forth in these procedures shall be carried out solely in the interests of the participants and beneficiaries of the Plan and for the exclusive purpose of maintaining the confidentiality of the Information.
- h) **Amendment.** The Plan Committee may amend these procedures at any time in writing.

#### **What if I am a Participant formerly employed by another employer?**

Certain provisions regarding benefits previously provided by prior companies prior to their merger with Lennar are required to be "grandfathered" into this Plan by the IRS. Such provisions are detailed under Appendix A of this SPD. Procedural matters which also may have been retained temporarily are not necessarily separately identified.

**ARTICLE XII**  
**GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

**Plan Name**

The full name of the Plan is the “Lennar Corporation 401(k) Plan.”

**Plan Number**

Lennar has assigned Plan Number 002 to the Plan.

**Plan Effective Dates**

This Plan was originally effective on November 1, 1983 and was most recently amended and restated on January 1, 2020, and may be amended from time to time thereafter.

**Asset Valuation**

Valuations of the Plan assets are generally made annually on the last day of the Plan Year and may include any other date or dates deemed necessary or appropriate by the Plan Administrator for the valuation of the Participants’ accounts during the Plan Year. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

**Plan Year**

The Plan’s records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

**Governing Law**

The Plan and Trust will be governed by the laws of Florida to the extent not governed by federal law.

**PBGC**

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (“PBGC”) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

**Agent for Service of Process**

The agent designated for the service of legal process is:

CT Corporation System  
1200 South Pine Island Road. #250  
Plantation, FL 33324

Service of legal process also may be made upon the Plan Trustee or upon the Plan Administrator

### **Employer Information**

Lennar's address and employer identification number ("EIN") are:

Lennar Corporation  
700 NW 107<sup>th</sup> Avenue  
Miami, Florida 33172-3161  
95-4337490

Certain related employers of Lennar that choose to adopt the Plan are also Participating Employers. You should contact the Plan Administrator if you would like a list of Participating Employers.

### **Plan Administrator Information**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator

The Plan Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Plan Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan Administrator are:

Lennar Corporation c/o Corporate Benefits Department  
27240 Turnberry Lane, Suite 200, Valencia, CA 91355  
Phone: (800) 353-8100 || Fax: (661) 215-6436 || Email: [BenefitsHelpDesk@Lennar.com](mailto:BenefitsHelpDesk@Lennar.com)

Lennar has appointed the Plan Committee to be responsible for managing the day-to-day administration of the Plan and the management and control of the investment of Plan assets. The Plan Committee can be contacted at the address and phone number above, with questions directed to the attention of the Lennar Corporation 401(k) Committee.

Prudential is the recordkeeper for the Plan. To view your account, make changes to investments, or perform transactions, please contact Prudential at 877-PRU-2100 (877-778-2100), or log in to your secure account

at [prudential.com/online/retirement](http://prudential.com/online/retirement).

**Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Plan Administrator separately accounts for each Participant's interest in the Plan.

The name and address of the Plan's Trustee is:

Prudential Bank & Trust, FSB  
280 Trumbull Street, Hartford, CT 06103

## APPENDIX A

The following are details of provisions regarding benefits provided by prior companies merged into Lennar and other special provisions applicable to participating employers. The IRS requires certain benefit provisions from plans of prior companies to be “grandfathered” into this Plan. Please be aware that there may be other procedural matters temporarily retained but not included in this Appendix A.

### A. General Provision

If you were employed by any company merged with Lennar, your Years of Service will generally include your period of employment with that prior company. Note, however, that your employment on or after the date your employer ceases to be a Participating Employer in the Plan will not be included in your Years of Service for vesting purposes.

### B. Specific Provisions

#### 1. Lennar Corporation

If you were participating in the Lennar Corporation Employee Stock Ownership Plan prior to October 1, 1998, you were eligible to participate in the Lennar Plan upon its establishment.

#### 2. U.S. Home Corporation/NuHome Designs L.L.C.

If you were previously a participant in the U.S. Home Corporation 401(k)/Savings Plan or the NuHome Designs, L.L.C. 401(k)/Savings Plan your Normal Retirement Date will be age sixty (60).

A former participant in either the U.S. Home Corporation 401(k)/Savings Plan or the NuHome Designs, L.L.C. 401(k)/Savings Plan who has at least five (5) Years of Service may make one (1) withdrawal from his or her matching contribution and profit sharing subaccounts prior to attaining age sixty (60) even if still employed. This withdrawal is limited to twenty-five percent (25%) of the balance in his or her matching contribution and profit sharing subaccounts as of the date the U.S. Home Corporation 401(k)/Savings Plan or NuHome Designs, L.L.C. 401(k)/Savings Plan was merged into the Plan and any profits or losses allocated to such balance prior to the date of the withdrawal.

You may elect to have any amounts that were transferred or merged from the U.S. Home Corporation 401(k)/Savings Plan or the NuHome Designs, L.L.C. 401(k)/Savings Plan to the Plan paid out to you or your beneficiary as any combination of the following: a single cash payment, a portion in a single payment and an amount paid later, or periodic installments over a period not to exceed the life expectancy of you and your beneficiary.

#### 3. Texas Professional Title, Inc.

If you were previously a participant in the Texas Professional Title, Inc. 401(k) Profit Sharing Plan and were considered to be disabled under the terms of that plan, you will continue to be considered disabled and will receive benefits as determined under that plan.

4. Eagle Home Mortgage

A former participant in the Eagle Home Mortgage, Inc. 401(k) Plan who had a “Prior Roth 401(k) Account” and/or “Roth Rollover Account” (as those terms are defined in the Eagle Home Mortgage, Inc. 401(k) Plan), may withdraw all amounts in such accounts at any time both before and after attaining age fifty-nine and one-half (59 ½). The minimum amount of each withdrawal shall be at least five hundred dollars (\$500). In addition, a former participant in the Eagle Home Mortgage, Inc. 401(k) Plan may take a hardship withdrawal from such Prior Roth 401(k) Account.

A direct rollover of a distribution from a Prior Roth 401(k) Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c). The Plan will not provide for a direct rollover for distributions from a Participant's Prior Roth 401(k) Account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from your Prior Roth 401(k) Account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from your Prior Roth 401(k) Account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$5,000 for purposes of involuntary cash-outs.

You may elect to have any amounts that were transferred or merged from the Eagle Home Mortgage, Inc. 401(k) Plan to the Lennar Plan paid out to you or your beneficiary as any combination of the following: a single cash payment, a portion in a single payment and an amount paid later, or periodic installments over a period not to exceed the life expectancy of you and your beneficiary.

5. Quantum Servicing Corporation (“Quantum”)

Quantum ceased to be a Participating Employer effective as of March 1, 2019. As a result, if you were an employee of Quantum on March 1, 2019, you will be 100% vested in your accounts under the Plan.

6. Pinnacle Mortgage Group, Inc.

If you were previously participating in the Pinnacle Mortgage Group, Inc. 401(k) Plan on or before March 31, 2014, you will become a participant under this Plan, effective April 1, 2014.

In addition, if you previously had matching contribution and/or profit sharing accounts in the Pinnacle Mortgage Group, Inc. 401(k) Plan that were merged in to this Plan, the 5-year graded vesting schedule in Article V will apply to such accounts.

7. Rialto Capital Advisors, LLC, Rialto Capital Advisors NY, LLC, Rialto Mortgage Finance, LLC, Rialto Associate Services, LLC and Rialto Management Group, LLC (collectively “Rialto”)

If you are a Rialto Capital Advisors or Rialto Mortgage Finance Employee hired before September 1, 2014 who was also formerly employed by LNR, then for purposes of determining vesting only, Years of Service will include your period of employment with LNR. If you are a Rialto Capital Advisors or Rialto Mortgage Finance Employee hired on or after September 1, 2014, then your period of employment with LNR, if any, will not be considered Years of Service for vesting or any other purpose under the Plan. If you are a Rialto Associate Services or Rialto Management Group Employee on November 30, 2018 and subsequently

employed by Rialto Associate Services effective as of December 1, 2018, your Years of Service will include your period of Employment with Rialto Management Group and you will be 100% vested in your accounts under the Plan.

Rialto ceased to be Participating Employers effective as of March 1, 2019. As a result, if you were an employee of Rialto on March 1, 2019, you will be 100% vested in your accounts under the Plan. Notwithstanding anything herein to the contrary, during the period that Rialto participated in the Plan, employees of Rialto who were classified by Rialto as “temporary associate” or “intern associate” were Excluded Employees.

8. Orleans Homebuilders, Inc. (“Orleans”)

If you were an employee of Orleans before November 1, 2015, your Years of Service include your period of employment with Orleans.

9. Five Point Communities Management, Inc. (“Five Points”).

If you are employed by Five Points or Lennar on July 1, 2016 and subsequently employed by Five Points effective as of July 2, 2016, you are one hundred percent (100%) vested in your matching contributions, profit sharing contributions, and ESOP and Capital Accumulation Subaccounts.

10. CalAtlantic Group, Inc. (“CalAtlantic”)

If you were previously participating in the CalAtlantic Group 401(k) Plan (the “CalAtlantic Plan”) on or before July 2, 2018, you will become a participant under this Plan, effective July 2, 2018.

However, if you were an “NAS Employee” as of July 2, 2018, you will not participate in this Plan and will instead participate in the North American Title Group, Inc. and Subsidiaries 401(k) Plan (the “NAS Plan”). An “NAS Employee” means any employee who was formerly employed with CalAtlantic as of April 1, 2018 and who transferred employment to North American Services, LLC as of April 1, 2018. For purposes of this SPD, the discussion below about prior CalAtlantic Plan accounts does not apply to these NAS Employees; their CalAtlantic Plan accounts were transferred to the NAS Plan and are governed by the terms of the NAS Plan and SPD.

Your Years of Service under the Plan will include your period of employment with CalAtlantic. Further, if you were an employee of Ryland Group who was credited with an additional year of vesting service under the CalAtlantic Plan as a result of a previous change in vesting schedule under the CalAtlantic Plan, this Plan will recognize the additional Year of Service.

In addition, if you previously had matching contribution and/or profit sharing accounts in the CalAtlantic Group 401(k) Plan that were merged in to this Plan, a 3-year graded vesting schedule will apply to such accounts rather than the 5-year graded vesting schedule in Article V, such that the account vests as follows:

Years of Service	Vested Percentage
Less than one	0%
1	33%
2	66%
3+	100%

Further, the following applies for certain legacy accounts from prior plans of the CalAtlantic Group 401(k) Plan:

- If you had a T3Homes Plan safe harbor matching contribution account under the CalAtlantic Plan, you will continue to be 100% vested at all times in that account; and
- If you had a Legacy Standard Pacific Homes 401(k) Plan account under the CalAtlantic Plan and were active and employed by CalAtlantic as of January 1, 2016, your account will continue to be subject to the 3-year graded vesting schedule outlined above. If you had such an account but terminated before January 1, 2016, your account will continue to be subject to the 5-year graded vesting scheduled in Article V.

11. Sunstreet

Participants who were employed in the SunStreet division by Lennar, Lennar Associates Mgmt LLC and Lennar Homes of TX L&C LTD (the “Applicable SunStreet Employers”), on or before April 1, 2021 (the “Transfer Date”) and who cease employment with the Applicable SunStreet Employers and all Affiliated Employers in connection with the SunStreet acquisition (the “SunStreet Participants”) shall have a 100% vested and nonforfeitable interest in his or her accounts as of such date under the Plan. The term “SunStreet Participant” shall include only those employees who were employed by the Applicable SunStreet Employers immediately prior to the Transfer Date and who, effective with the SunStreet acquisition ceased employment with the Applicable SunStreet Employers, Lennar, and all Affiliated Employers. No other employees of the Applicable SunStreet Employers or any other employer under the Plan will be eligible to become a SunStreet Participant subject to the 100% vesting.

12. Other Provisions

In addition to the provisions listed above, future mergers involving Lennar or changes in IRS requirements could cause other provisions to become applicable in the future.

Additional information concerning any of the mergers described above (including the merged and successor plan documents and portions of any corporate merger documents which describe or control such mergers) are available at Lennar Corporation, Corporate Benefits Department, 27240 Turnberry Lane, Suite 200, Valencia, CA 91355 during the hours of 9:00 a.m. and 5:00 p.m. for inspection and copying (there may be a nominal charge for copying and/or mailing). You may also contact the Corporate Benefits Department at: (800) 353-8100.